

RESOLUTION 12-21
RISK MANAGEMENT CONSULTANT
GLOUCESTER, SALEM, CUMBERLAND COUNTIES
MUNICIPAL JOINT INSURANCE FUND

WHEREAS, the Governing Body of the Borough of Clayton is a member of the **TRICO Joint Insurance Fund**, a self-insurance pooling fund, and;

WHEREAS, the Bylaws of said Fund allow each municipality to appoint a RISK MANAGEMENT CONSULTANT to perform various professional services as detailed in the Bylaws and;

WHEREAS, the Bylaws indicate a fee Not To Exceed six percent (6%) of the municipal assessment which expenditure represents reasonable compensation for the services required and was included in the cost considered by the governing body and;

WHEREAS, NJSA 40A:11-5 (1) (m), specifically exempts the hiring of insurance consultants from competitive bidding as an extraordinary unspecifiable service; and

WHEREAS, the experience, knowledge of public insurance and risk management issues and judgmental nature required of a Risk Management Consultant are clearly an extraordinary unspecifiable service which therefore render competitive bidding impractical;

NOW THEREFORE, be it resolved that the Governing Body of the Borough of Clayton does hereby appoint Hardenbergh Insurance Group as its Risk Management Consultant in accordance with 40A:11-5 and;

BE IT FURTHER RESOLVED that the governing body is hereby authorized and directed to execute the Consultant's Agreement annexed hereto and to cause a notice of this decision to be published according to NJSA 40A:11-5 (1), (a), (i).

ATTEST: Christine Davern

MUNICIPALITY: [Signature]

Tom Bianco, Mayor

ATTEST: Joanne Cichon

CONSULTANT: [Signature]

DATE: 1/14/2001

“AGREEMENT”
RISK MANAGEMENT CONSULTANT
TRICO JOINT INSURANCE FUND

This agreement, entered into this 7th day of January, 2021, between the Borough of Clayton (hereinafter referred to as Municipality) and Hardenbergh Insurance Group (Individual, Partnership, Corporation) of the State of New Jersey, having its principal office at 8000 Sagemore Dr., Suite 8101, Marlton, NJ 08053 (hereinafter referred to as the Consultant).

WHEREAS, the Consultant has offered to the **Municipality** professional risk management consulting services as permitted in the Bylaws of the Gloucester, Salem, Cumberland Counties Joint Insurance Fund, and

WHEREAS, the **Municipality** desires these professional services pursuant to the resolution adopted by the Mayor and Council of the Municipality at a meeting held January 7, 2021;

NOW THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

- I. The Consultant, for and in consideration of the amount stated hereinafter agrees to provide services to the **Municipality** as follows:
 - A) The Consultant shall assist the **Municipality** in identifying its insurable exposures and to recommend professional methods to reduce, assume or transfer the risk of loss.
 - B) Assist the **Municipality** in understanding and selecting the various coverages available from the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund.
 - C) Review with the **Municipality** any additional coverage that the Consultant feels should be carried but are not available from the Fund and subject to the Municipality's authorization place such coverages outside the Fund.
 - D) Assist the **Municipality** in the preparation of applications, statements of values and similar documents requested by the Fund, it being understood that this agreement does not include any appraisal work by the consultant.
 - E) Review the **Municipality's** assessment as prepared by the Fund and assist the Municipality in the preparation of its annual insurance budget.
 - F) Review the loss and engineering reports and generally assist the safety committee in its loss containment objectives.
 - G) Assist where needed in the settlement of claims, with the understanding that the scope of the Consultant's involvement does not include the work normally done by a public adjuster.

- H) Any other services required by the Fund's Bylaws.
2. The term of this agreement shall be for one (1) year from the first day of **January 2021**, or from the effective date of coverage, unless terminated as hereinafter provided in this agreement.
 3. The Municipality authorizes the Fund to pay its Consultant as compensation for services rendered an amount equal to **Six Percent (6%)** of the Municipality's annual assessment as promulgated by the Fund. Said fee shall be paid within 30 days of payment of the member's assessment. The Consultant shall receive no other compensation or commission for the placement or servicing of any municipal coverage with the Fund.
 4. For any coverages, authorized by the **Municipality**, to be placed outside of the Fund, the Consultant shall receive as his full compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the Fund's assessment in computing the fee outlined in Item 3 above.
 5. Either party may cancel this Agreement, with cause, at any time by mailing to the other written notice calling for termination at any time not less than ninety (90) days thereafter. Fees shall be pro-rated to the date of termination.

ATTEST: Christine Newcomb
(signature)

MUNICIPALITY: [Signature]
(Mayor)

PRINT NAME: Christine Newcomb

PRINT REP NAME: Tom Bianco

ATTEST: Bonnie Bidolfino
(signature)

CONSULTANT: [Signature]
(Jon Sharp)

PRINT NAME: Bonnie Bidolfino

PRINT NAME: Jon Sharp

PRINT FIRM: Hardenbergh Insurance Group

DATE: 1/14/2021