RESOLUTION
RISK MANAGEMENT CONSULTANT
GLOUCESTER, SALEM, CUMBERLAND COUNTIES
MUNICIPAL JOINT INSURANCE FUNDS

R-12-13

WHEREAS, the Mayor and Council of the Borough of Clayton has resolved to join Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund, a self insurance pooling fund, following a detailed analysis; and

WHEREAS, the By-laws of said Fund require that each municipality appoint a Risk Management Consultant to perform various professional services as detailed in the By-laws; and

WHEREAS, the By-laws indicate a fee not to exceed four percent (4%) of the municipal assessment which expenditures represents reasonable compensation for the services required and was included in the cost considered by the governing body; and

WHEREAS, the judgmental nature of the Risk Management Consultant's duties renders comparative bidding impractical;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Clayton, County of Gloucester, and State of New Jersey does hereby appoint Chris Powell of Hardenbergh Insurance 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:11-5(1), (a), (I).

ADOPTED, at the reorganization meeting of the Mayor and Council of the Borough of Clayton held on January 7, 2013.

BOROUGH OF CLAYTON

Thomas Bianco, Mayor

ATTEST:

Christine Newcomb
Municipal Clerk

By: _____

ATTEST:

_____

CERTIFICATION

I, Christine Newcomb, Municipal Clerk of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at the reorganization meeting of the Borough of Clayton, held on January 7, 2013.

Christine Newcomb
Municipal Clerk

"AGREEMENT"

RISK MANAGEMENT CONSULTANT
GLOUCESTER, SALEM, CUMBERLAND COUNTIES
MUNICIPAL JOINT INSURANCE FUND

This agreement, entered into this 7th day of January, 2013, between the Borough of Clayton (hereinafter referred to as Municipality) and Chris Powell of Hardenbergh Insurance (Individual, Partnership, Corporation) of the State of New Jersey, having its principal office at Voorhees, New Jersey (hereinafter referred to as the Consultant).

WHEREAS, the Consultant has offered to the Municipality professional risk management consulting services as required in the By-laws of the Gloucester, Salem, Cumberland Counties Municipal 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, 2013;

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

1. 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 loss.

   B) Assist the Municipality in understanding and selecting the various coverage 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 coverage 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 By-laws.

2. The term of this agreement shall be for one (1) year from the first day of January, 2013, 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 a dollar amount of four percent (4%) 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 coverage, 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 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.

BOROUGH OF CLAYTON

ATTEST: Christine Newcomb MUNICIPALITY: _____
Thomas Bianco, Mayor

ATTEST: _____ CONSULTANT: _____

DATE: January 7, 2013