TOWNSHIP OF FRANKLIN
COUNTY OF GLOUCESTER

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

R-14-2015

WHEREAS, the Governing Body of the Township of Franklin is a member of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance fund, a self insurance pooling fund; and

WHEREAS, the Bylaws of said Fund require that each municipality 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 Township of Franklin, County of Gloucester, does hereby appoint HARDENBERGH INSURANCE GROUP, 8000 Sagemore Drive, Suite 8101, Marlton, New Jersey 08053 as its Risk Management Consultant in accordance with 40A:11-5; and

BE IT FURTHER RESOLVED that the governing body of the Township of Franklin, County of Gloucester, 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).

ADOPTED at the Reorganization Meeting of the Township Committee of the Township of Franklin held on January 1, 2015.

ATTEST: TOWNSHIP OF FRANKLIN

_____ _____
Barbara Freijomil, Clerk **Edward Leopardi, Mayor**

CERTIFICATION

I, Barbara Freijomil, Clerk of the Township of Franklin, in the County of Gloucester, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee at a meeting of the Franklin Township Committee held on January 1, 2015.

_____
Barbara Freijomil, Clerk

RISK MANAGEMENT CONSULTANT AGREEMENT
GLOUCESTER, SALEM, CUMBERLAND COUNTIES

MUNICIPAL JOINT INSURANCE FUND

This Agreement, entered into this first day of January 2015, between the Township of Franklin (hereinafter referred to as the "Municipality") and HARDENBERGH INSURANCE GROUP, a Corporation of the State of New Jersey, having their principal office located at 8000 Sagemore Drive, Suite 8101, Marlton, NJ 08053 (hereinafter referred to as the "Consultant").

WHEREAS, the Consultant has offered the services to the Municipality as the Professional Risk Management Consultant as required in the Bylaws of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund; and

WHEREAS, the Municipality desires to contract for these professional services pursuant to the resolution adopted by the Mayor and Council of the Municipality at a meeting held on January 1, 2015;

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

1. For and in consideration of the compensation set forth in Paragraph 3 of this Agreement, the Consultant hereby agrees in consultation with the Municipality to provide Professional Risk Management services to the Municipality as follows:

   A) The Consultant shall assist the Municipality in identifying its insurable exposures and shall recommend professional methods to reduce, assume or transfer the risk of loss.

   B) The Consultant shall assist the Municipality in understanding and selecting the various types of coverage available from the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund.

   C) The Consultant shall review with the Municipality any additional types of coverage that the Consultant believes the Municipality should purchase that are not available from the Fund. The Consultant shall purchase and bind any additional types of coverage authorized by the Municipality.

   D) The Consultant shall assist the Municipality in the preparation of applications, statements of values and other documents requested by the Fund. However, this Agreement does not include any appraisal work by the Consultant.

   E) The Consultant shall review the Municipality's annual assessment as prepared by the Fund, and shall assist the Municipality in the preparation of its annual insurance budget.

   F) The Consultant shall review the loss and engineering reports for the Municipality, and shall assist the Safety Committee in its loss containment objectives within the Municipality.

   G) The Consultant shall 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 adjust.

   H) Any other services required by the Fund's Bylaws.

2. The term of this Agreement shall be for a period of one (1) year commencing the first day of **January, 2015**, or from the effective date of coverage, unless this Agreement is terminated as set forth in this Agreement.

3. The Municipality authorizes the Fund to pay its Consultant, as compensation for services rendered, an amount equal to a Flat Fee of Twenty-Five Thousand Dollars ($25,000) based on the Municipality's annual assessment as promulgated by the Fund. Said fee shall be paid to the Consultant within thirty (30) days of the payment of the Municipality's assessment to the Fund. The Consultant shall receive no other compensation or commission for the placement or servicing of any municipal coverage with the Fund.

4. For any type of coverage that is authorized by the Municipality, to be purchased outside of the coverage offered by 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 Paragraph 3 of this Agreement.

5. Either party may cancel this Agreement at any time by notifying the other party, in writing, of their intention to terminate this Agreement. The termination shall be effective on the ninetieth day after service of the notice. The compensation provided for in Paragraph 3 shall be pro-rated to the date of termination.

ATTEST: _____
Barbara Freijomil, Clerk

MUNICIPALITY: _____
Township of Franklin
Edward Leopardi, Mayor

ATTEST: _____

CONSULTANT: _____

DATE: _____