

**Township of New Hanover
County of Burlington
State of New Jersey**

Resolution 2020-22

**Risk Management Consultant
Burlington County Municipal Joint Insurance Fund**

WHEREAS, the Governing Body of Township of New Hanover is a member of the **Burlington County Municipal 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 Township of New Hanover does hereby appoint Helen Goodman of 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).



Mayor

IT IS HEREBY CERTIFIED that this is a true copy of a resolution adopted by the Township Committee of the Township of New Hanover, County of Burlington, State of New Jersey, on the 7th day of January, 2020. IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the Township of New Hanover the 7th day of January, 2020



Adel Gianaris
Township Deputy Clerk

Record of Vote

	Moved	Second	Yes	No	Abstained	Absent
Koshak			✓			
Murphy	✓		✓			
Roohr				✓		
Pawlyzyn		✓	✓			
Peterla			✓			

“AGREEMENT”
RISK MANAGEMENT CONSULTANT
BURLINGTON COUNTY MUNICIPAL JOINT INSURANCE FUND

This agreement, entered into this 7th day of January, 2020, between the Township of New Hanover (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 Burlington County 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, 2020;

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 of loss.
 - B) Assist the **Municipality** in understanding and selecting the various coverages available from the Burlington County 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**__, 2020, 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: 

MUNICIPALITY: 
Mayor

ATTEST: _____

CONSULTANT: _____
Jon Sharp, President

DATE: _____