

RESOLUTION #14-39
RESOLUTION APPOINTING INSURANCE AGENT FOR THE CITY OF WOODBURY AND
RISK MANAGEMENT CONSULTANT FOR THE GLOUCESTER, SALEM AND CUMBERLAND
COUNTY MUNICIPAL JOINT INSURANCE FUND

WHEREAS, there exists a need for the appointment of an Insurance Agent and Risk Management Consultant for the City of Woodbury for the year 2014; and

WHEREAS, the Governing Body of the City of Woodbury has resolved to join the Gloucester, Salem and Cumberland County Municipal Joint Insurance Fund, a self-insurance pooling fund, following a detailed analysis; 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, N.J.S.A. 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 is clearly an extraordinary unspecifiable service that therefore renders competitive bidding impractical; and

WHEREAS, this appointment and/or contract was advertised and is hereby awarded pursuant to a fair and open process in accordance with the provisions of N.J.S.A. 19:44A-20.4 et seq., with the award of the contract and/or the appointment being in the best interest and the most advantageous to the City of Woodbury considering all factors.

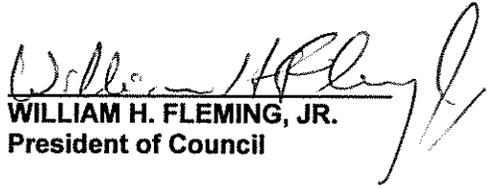
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Woodbury, the Mayor concurring, that the Governing Body of the City of Woodbury does hereby appoint **HARDENBERG INSURANCE GROUP** represented by **CHRIS POWELL** as its Insurance Agent and Risk Management Consultant in accordance with 40A:11-5; 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 N.J.S.A. 40A:11-5(1)(a)(i) and this appointment and/or contract is hereby awarded under a fair and open process pursuant to N.J.S.A. 19:44A-20.4 et seq..

ADOPTED at the annual meeting of the Mayor and City Council of the City of Woodbury held January 6, 2014.

ATTEST:


ROY A. DUFFIELD
Clerk


WILLIAM H. FLEMING, JR.
President of Council

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

This agreement, entered into this 14th day of January, 2014,

between the City of Woodbury (hereinafter referred to as Municipality) and Hardenbergh Insurance Group (Individual, Partnership, Corporation) of the State of New Jersey, having its principal office at (hereinafter referred to as the Consultant).

WHEREAS, the Consultant has offered to the Municipality professional risk management consulting services as required in the Bylaws 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 6, 2014;

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 coverages available from the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund.
 - C) Review with the Municipality any additional coverages 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, 2014**, 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 Four and One Half percent (4.5%) 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 at any time, with cause, 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: *Ray Duffield*
City Clerk

ATTEST: *Lori Peterson*
Lori Peterson

MUNICIPALITY: *[Signature]*
Mayor

CONSULTANT: *[Signature]*
Richard J. Hardenbergh

DATE: *1/21/14*