

**RESOLUTION #15-32**

**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 2015; 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 3, 2015.

  
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**DAVID TROVATO**  
President of Council

ATTEST:   
\_\_\_\_\_  
**ROY A. DUFFIELD**  
Clerk

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

This agreement, entered into this 13 day of January, 2015,  
between the City of Woodbury (hereinafter referred to as Municipality) and Hardenbergh Insurance Group (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 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 13, 2015;

**NOW THEREFORE**, the parties in consideration of the mutual promises and covenants set forth in this Agreement, 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, 2015**, 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 of **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, 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: Ray DePaola  
City Clerk

MUNICIPALITY: William J. V. Jr.  
Mayor

ATTEST: James G. Dalrymple

CONSULTANT: Richard J. Hardenbergh  
Richard J. Hardenbergh

DATE: 11/26/15