

TOWNSHIP OF FRANKLIN
R-174-23

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

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 Assured Partners 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: August 8, 2023

COMMITTEE MEMBER	MOTION	2 nd	YES	ABSTAIN	NO	ABSENT
T. Doyle						
H. Flaim						
J. Keen						
M. Marsh						
J. Bruno						

Attest:

Township of Franklin

Barbara Freijomil, Clerk

John Bruno, Mayor

CERTIFICATION

I, Barbara Freijomil, Clerk of the Township of Franklin, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee at a meeting held on August 8, 2023.

Barbara Freijomil, Clerk

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

This Agreement, entered into this Eighth day of August 2023, between the Township of Franklin (hereinafter referred to as the “Municipality”) and, The Barclay Group, a Corporation of the State of New Jersey, (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 Committee of the Municipality at a meeting held on August 8, 2023;

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 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 feels the Municipality should be carried but are not available from the Fund and subject to the Municipality’s authorization place such coverages outside the Fund.
 - D) The Consultant shall assist the Municipality in the preparation of applications, statements of values and other documents requested by the Fund, it being understood that this agreement does not include any appraisal work by the consultant.
 - E) The Consultant shall review the Municipality’s assessment as prepared by the Fund, and generally assist the Municipality in the preparation of its annual insurance budget.
 - F) The Consultant shall review the loss and engineering reports and generally assist the Safety Committee in its loss containment objectives.
 - G) The Consultant will 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) The Consultant shall perform 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 July, 2023, 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 Twelve Thousand Five (\$25,000) (prorated to July 1, 2023 through December 31, 2023)** 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 place 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 of this Agreement.

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: _____
Barbara Freijomil, Clerk

MUNICIPALITY: _____
John Bruno, Mayor

ATTEST: _____

CONSULTANT: _____

DATE: _____