TOWNSHIP OF MAPLEWOOD

RESOLUTION NUMBER 17-15

RISK MANAGEMENT CONSULTANT'S AGREEMENT

THIS AGREEMENT entered into this 6th day of January 2015 between the Township of Maplewood reinafter referred to as TOWNSHIP) and Balken Risk Management (hereinafter referred to as the CONSULTANT).

WHEREAS, the CONSULTANT has offered to the TOWNSHIP professional risk management consulting services (as required in the bylaws of the New Jersey Intergovernmental Insurance Fund, and;

WHEREAS, the TOWNSHIP desires these professional services pursuant to the resolution adopted by the governing body of the TOWNSHIP at a meeting held January 6, 2015 and;

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

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:

a) Assist the TOWNSHIP in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk or loss.

b) Assist the TOWNSHIP in understanding the various coverage's available from the New Jersey Intergovernmental Insurance Fund.

c) Review with the TOWNSHIP any additional coverage's that the CONSULTANT feels should be carried but are not available from the FUND and subject to the TOWNSHIP's authorization, place such coverage's outside the FUND.

d) Assist the TOWNSHIP 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 Certificates of Insurance from contractors, vendors and professionals when requested by the TOWNSHIP.

f) Review the TOWNSHIP's assessment as prepared by the Fund and assist the TOWNSHIP in the preparation of its annual insurance budget.

g) Review the loss and generally assist the Safety Committee in its loss containment objectives.

h) 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.

i) Perform any other risk management related services required by the FUND'S bylaws.

2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:

a) The CONSULTANT shall be paid a fee as compensation for services rendered, an amount equal to 7% of the TOWNSHIP's annual assessment as promulgated by the FUND. Said fee shall be paid to the CONSULTANT within (30) days of payment of the TOWNSHIP'S assessment. (Said fee is included in the TOWNSHIP'S assessment).

b) For any insurance coverage's authorized by the TOWNSHIP to be placed outside the FUND, the CONSULTANT shall receive as 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 2 (a).

3. The term of this agreement shall be three (3) years. However, this agreement may be terminated by either party at any time by mailing to the other written notice, certified mail return receipt, calling for termination at not less than thirty (30) days thereafter. In the event of termination at not less than thirty (30) days thereafter. In the event of termination of this Agreement, the CONSULTANT'S fee outlined in 2(a) above shall be prorated to date of termination.

ATTEST:

TOWNSHIP:
Township of Maplewood

_____ _____

ATTEST:

CONSULTANT:
Balken Risk Manangement Services
David Balken, President

_____ _____

RESOLUTION TO JOIN

WHEREAS, the Municipal Council of the Township of Maplewood, (hereinafter the "Local Unit") has determined that MEMBERSHIP IN THE New Jersey Intergovernmental Insurance Fund (hereinafter the "Fund) established pursuant to Chapter 372, Laws of 1983 (N.J.S.A. 40A:10-36 et seq), is in the best interest of the municipality.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Maplewood in the County of Essex and the State of New Jersey as follows:

SECTION 1. The Township of Maplewood hereby agrees to participate as a member in the "Fund" for a period commencing on Jan. 1st 2015 and terminating on Dec. 31st for the following types of insurance coverage:

- ☒ a) Workers Compensation and Employers Liability
- ☒ b) General Liability (including Police Professional & Public Officials Liability);
- ☒ c) Motor Vehicle and Equipment Liability Coverage;
- ☒ d) Property Damage (including Building & Contents, Automobile Physical Damage, Contractors Equipment and Boiler & Machinery)
- ☒ e) Environmental Impairment Liability

SECTION 2. Local Unit agrees to enter into and abide by the terms of the Indemnity and Trust Agreement, attached hereto as Exhibit 1. Local Unit hereby authorizes and directs to execute the Indemnity and Trust Agreement and such other documents as are necessary to comply with the requirements if the Fund.

SECTION 3. The Bylaws of the New Jersey Intergovernmental Insurance Fund are herby adopted and accepted by the Local Unit and the Local Unit hereby agrees to conduct its membership in the "Fund" according to the rights and obligations set forth therein.

SECTION 4.. The Local Unit certifies that it has never defaulted on claims under a self insurance plan and that it has not had its insurance canceled for non-payment of premium for a period of at least two (2) years prior to this application.

SECTION 5. Inconsistent Resolutions. All resolutions, or parts thereof that are or may be, inconsistent with provisions of this Resolution are hereby repealed to the extent of such inconsistency.

SECTION 6. Severability. If any section, paragraph, subdivision, clause or provision of this Resolution shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision so adjudged and the remainder of the Resolution shall be deemed valid and effective.

SECTION 7. Effective Date. This Resolution shall take effect upon its passage.

CERTIFICATION

I, do hereby certify that the attached is a true copy of a Resolution adopted by the Municipal Council of the Township of Maplewood at its regular meeting held on _____.

_____
Clerk

Dated:

INDEMNITY AND TRUST AGREEMENT

AGREEMENT made this_____ , between the New Jersey Intergovernmental Insurance Fund, hereinafter referred to as the "Fund", with an address c/o Polaris Galaxy Insurance, LLC., 777 Terrace Avenue, Suite 309, Hasbrouck Heights, New Jersey 07604 and the Township of Maplewood hereinafter referred to as "Local Unit", located at 574 Valley Street, Maplewood, NJ. 07040

WHEREAS, Local Unit has adopted a Resolution dated_____ , agreeing to its participation in the "NJIIF"" and approving of the NJIIF's Bylaws as approved by the Commissioner of the Department of Banking and Insurance and the Department of Community Affairs of the State of New Jersey.

WHEREAS, N.J.S.A.. 40A:10-36 et seq, and the regulations implemented thereunder in N.J.A.C. 1:15-2.1 et seq, require a written agreement between the NJIIF and its members.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Local Unit and the NJIIF agree as follows:

1. Local Unit agrees to participate as a member of the "Fund" shall abide the NJIIF's ByLaws (as same may from time to time, be amended): and shall pay to the NJIIF such sums that may be assessed or charged to Local Unit as claim deductibles or program compliance fees (such assessments, charges and fees being individually and collectively referred to herein as "Assessments") by the NJIIF for Local Unit's participation in the following lines of coverage:

☒ a) Workers Compensation and Employers Liability
☒ b) General Liability (including Police Professional & Public Officials Liability);
☒ c) Motor Vehicle and Equipment Liability Coverage;
☒ d) Property Damage (including Building & Contents, Automobile Physical Damage, Contractors Equipment and Boiler & Machinery)
☒ e) Environmental Impairment Liability

2. Local Unit represents that it has not been in default on any insurance premium due any insurance carrier in the preceding two (2) years, or on any claim due under any self insurance.

3. Local Unit hereby accepts the Bylaws of the NJIIF and agrees to be bound by and comply with same

4. Local Unit agrees to participation in the "NJIIF" to the extent designated in Paragraph 1 above for a period from 1/1/2015 until and including 12/31/2017 (herein referred to as the "Term")

5. NJIIF agrees to operate the insurance pool established by the parties and administer all monies contributed to the NJIIF in compliance with the provisions of the Local Fiscal Affairs Law (N.J.S.A. 40A:5-1 et seq), the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq), the enabling legislation authorizing the NJIIF ,(N.J.S.A. 40A:10-36 et seq), the Bylaws of the NJIIF, and such other rules and regulations as govern the custody, investment and expenditures of public funds by local units. In furtherance thereof, NJIIF agrees to employ an individual duly certified as a Municipal Finance Officer to administer the funds of the NJIIF.

6. Local Unit agrees to be jointly and severally liable for the assumption and discharge of the liabilities of each and every other member of the "Fund", but only to the extent of its participation in the type of coverage specifically designated in Paragraph 1 above.

7. Local Unit agrees to abide by all risk management and safety and loss control requirements and participate in all related programs as same may be directed by the NJIIF.

8. Local Unit acknowledges that upon payment of its Assessments to the NJIIF, it shall not have any further right to said funds except to the extent that same maybe declared as surplus and returnable by the NJIIF in accordance with the NJIIF's ByLaws and applicable law of the State of New Jersey, or in the event of termination of the "NJIIF", and then only to the extent authorized by the NJIIF's ByLaws and laws of the State of New Jersey.

9. Local Unit agrees that no later than ninety (90) days prior to the expiration of the Term, Local Unit shall serve the NJIIF Administrator via certified mail, with correspondence indicating its intent to either renew or terminate its membership in the NJIIF. The NJIIF, at its sole option, shall be entitled to conclude that if Local Unit fails to serve timely notice of termination, as set forth above; Local Unit's membership in the NJIIF shall be deemed renewed for a subsequent three year term. Written notice of its intent to "seek alternate insurance quotes" or similar language alone shall not constitute proper notice of termination as required under this section.

10. Local Unit agrees that if it fails to promptly pay any Assessments or to comply with the Bylaws and requirements of the NJIIF, that it shall indemnify the "NJIIF', its officers, commissioners and Agencies for any loss or damage resulting from such failure and shall be further obligated to pay the NJIIF all penalties, fines and interest due the NJIIF for any late or non payment.

11. This agreement shall be governed by the Laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

_____ By: _____

ATTEST:

_____ By: _____