

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP
OF MOUNT OLIVE AUTHORIZING SKYLANDS RISK MANAGEMENT, INC.
AS THE MORRIS COUNTY JOINT INSURANCE FUND RISK MANAGEMENT
CONSULTANT FOR MOUNT OLIVE TOWNSHIP**

WHEREAS, the Mount Olive Township has resolved to join the Morris County Joint Insurance Fund, following a detailed analysis; and

WHEREAS, the bylaws of said Funds require that each Governing Body appoint a Risk Management Consultant to perform various professional services as detailed in the bylaws; and

WHEREAS, the Board of Fund Commissioners established a fee equal to \$17,5000 of the Municipal assessment which expenditures represents reasonable compensation for the services required and was included in the cost considered by the Governing Body; and

WHEREAS, the judgmental nature of the Risk Management Consultant's duties rendered comparative bidding impractical; and

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Mount Olive that it does hereby appoint Skylands Risk Management as its Risk Management Consultant in accordance with the Fund's bylaws; and

BE IT FURTHER RESOLVED that the Governing Body is hereby authorized and directed to execute the Risk Management 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).

TOWNSHIP OF MOUNT OLIVE

Joseph Nicastro, Council President

I hereby certify the above to be a true and correct copy of a resolution adopted at a legally convened meeting of the Mount Olive Township Council duly held on January 20, 2015.

Lisa Lashway, Township Clerk

RISK MANAGEMENT CONSULTANT'S AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2015, between Mount Olive Township (hereinafter referred to as GOVERNING BODY) and Skylands Risk Management, Inc. (hereinafter referred to as the CONSULTANT).

WHEREAS, the CONSULTANT has offered to the GOVERNING BODY professional risk management consulting services as required in the bylaws of the Morris County Municipal Joint Insurance Fund and;

WHEREAS, the GOVERNING BODY desires these professional services pursuant to the resolution adopted by the governing body of the GOVERNING BODY at a meeting held on January 20, 2015 and;

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

- I.*** For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
 - a) Assist the GOVERNING BODY in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk or loss.
 - b) Assist the GOVERNING BODY in understanding the various coverages available from the Morris County Municipal Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Fund.
 - c) Review with the GOVERNING BODY any additional coverages that the CONSULTANT feels should be carried but are not available from the FUND and subject to the GOVERNING BODY's authorization, place such coverages outside the FUND.
 - d) Assist the GOVERNING BODY 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 GOVERNING BODY.

- f) Review the GOVERNING BODY's assessment as prepared by the FUND and assist the GOVERNING BODY in the preparation of its annual insurance budget.
- g) Review the loss and engineering reports and generally assist the safety committee in its loss containment objectives. Also, attend no less than one (1) municipal safety committee meeting per annum to promote the safety objectives and goals of the GOVERNING BODY and the FUND.
- 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 by the GOVERNING BODY a fee as compensation for services rendered, an amount equal to \$17,500.00 of the GOVERNING BODY's annual assessment as promulgated by the FUNDS. Said fee shall be paid to the CONSULTANT within thirty (30) days of payment of the GOVERNING BODY's assessment.
- b) For any insurance coverages authorized by the GOVERNING BODY 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 one (1) year. 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 of this Agreement, the CONSULTANT's fees outlined in 2 (a) above shall be prorated to date of termination.

4. The Consultant shall provide to the Mount Olive Township's Municipal Clerk's Office, prior to any payments being made, an executed copy of the mandatory Affirmative Action Language pursuant to N.J.S.A. 10:5-31 and N.J.A.C. 17:27 attached to this agreement, a copy of their Affirmative Action EEOC Certificate and a copy of their NJ Business Registration and Tax Identification Certificate.

ATTEST:

MOUNT OLIVE TOWNSHIP:

Lisa Lashway, Township Clerk

Robert Greenbaum, Mayor

ATTEST:

SKYLANDS RISK MANAGEMENT:
