

**RESOLUTION 2022-30**

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH OF MAGNOLIA  
AUTHORIZING THE PROFESSIONAL SERVICE APPOINTMENT OF RISK MANAGEMENT  
CONSULTANT**

**WHEREAS**, there exists a need for a Municipal Representative for the Joint Insurance Fund and Municipal Excess Liability Fund; and

**WHEREAS**, funds are available for the purpose; and

**WHEREAS**, the Local Public Contracts Law (N.J.S.A. 40:11 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bids must be publicly advertised; and

**WHEREAS**, based on the proposals received, the Borough of Magnolia appoints the following firm as Municipal Representative for the Joint Insurance Fund and the Municipal Excess Liability Fund for a contract period from January 1, 2022 to December 31, 2022 to:

**Conner Strong & Buckelew  
231 Main Street  
Toms River, NJ 08754**

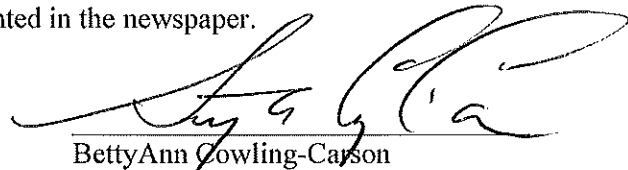
**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Magnolia, County of Camden, State of New Jersey, as follows:

1. The Mayor and Borough Clerk are hereby authorized and directed to execute an agreement with Michael C. Avalone of Conner Strong & Buckelew.
2. This contract is awarded without competitive bidding as a "Professional Service" under the provisions of the Local Public Contracts Law because this contract is to be performed by a person authorized by law to practice a recognized profession and it is not possible to obtain competitive bids.
3. A notice of this action shall be printed in the newspaper.

ADOPTED: January 5, 2022



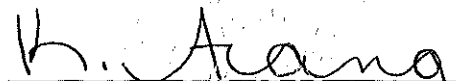
Krystel M. Arana  
Deputy Municipal Clerk



Betty Ann Cowling-Carson  
Mayor

**CERTIFICATION**

I, Krystel M. Arana, Deputy Municipal Clerk of the Borough of Magnolia, County of Camden, State of New Jersey, do hereby certify that the foregoing Resolution 2022-30 was duly adopted by the Mayor and Council of the Borough of Magnolia at its annual Reorganization Meeting held on Wednesday, January 5, 2022.



Krystel M. Arana  
Deputy Municipal Clerk

## RISK MANAGEMENT CONSULTANT'S AGREEMENT

**THIS AGREEMENT** entered into this 5<sup>th</sup> day of January, 2022, between the **Borough of Magnolia** (hereinafter referred to as the BOROUGH) and **Conner Strong & Buckelew** (hereinafter referred to as the CONSULTANT)

**WHEREAS**, The CONSULTANT has offered to the Borough professional risk management consulting services as required in the bylaws of the **Camden County Joint Insurance Fund** for the Fund year **January 1, 2022 – December 31, 2022** and pursuant to P.L. 1993 Chapter 269 (N.J.S.A. 40A:10-36) and;


**WHEREAS**, the Borough desires these professional services pursuant to the resolution adopted by the governing body of the Borough at a meeting held January 5, 2022 and;

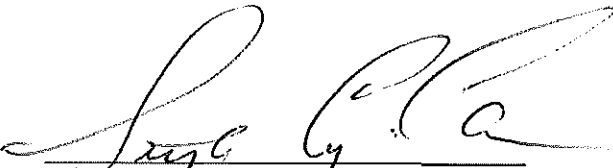
**NOW, THEREFORE**, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:


1. For, and in consideration of the amount stated hereinafter, the Consultant shall:
  - a) Assist the Borough in identifying and scheduling its insurable Property & Casualty exposures. Recommend professional methods to reduce, assume or transfer the risk of loss including training of officials and employees.
  - b) Assist the Borough in understanding the various coverages available from **Camden County Joint Insurance Fund** and the MEL Excess Liability Joint Insurance Fund, and review all MEL bulletins, coverage documents and contracts for compliance with applicable laws and with the terms of the membership agreement and coverage selection.
  - c) Review with the Borough any additional coverages that the Consultant feels should be carried but are not available from the FUND and subject to the Borough's authorization, place such as coverages outside the FUND.
  - d) Assist the Borough 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 Borough.
  - f) Review the Borough's assessment prepared by the FUND and assist t 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, if necessary will attend the Borough safety to promote the Borough's local safety objectives and the Safety Incentive Program (SIP) of 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) In consideration for the rendering of those risk management services enumerated in Section I which are unrelated to the sales, solicitation, negotiation or placement of a policy of insurance with an insurance company, the Borough authorizes the FUND to pay its Consultant a fee in an amount equal to six percent (6%) of the Borough's annual assessment as promulgated by the FUNDS. Said fee shall be paid to the Consultant by the Fund within thirty (30) days of payment of the Borough's assessment. Borough acknowledges that the fee payable hereunder is not a part of any premium or assessment levied by the FUND or any other insurer and may be charged by Consultant only if the Borough consents hereto in writing.
  - b) In consideration for the sales, solicitation, negotiation or placement of any insurance coverages authorized by the Borough to be placed outside the FUND, the Borough acknowledges that the Consultant shall be entitled to receive as compensation the usual and customary brokerage commission 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 the Agreement, the Consultant's fees outlined in 2 (a) above shall be prorated to date of termination.
4. **AFFIRMATIVE ACTION.** During the performance of this agreement, the SERVICE PROVIDER agrees as follows:
  - a) The SERVICE PROVIDER, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The SERVICE PROVIDER will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.
    - 1) Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SERVICE PROVIDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Compliance Officer setting forth provisions of this nondiscrimination clause;
    - 2) The SERVICE PROVIDER, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the SERVICE PROVIDER, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;
    - 3) The SERVICE PROVIDER, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the SERVICE PROVIDER's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 4) The SERVICE PROVIDER, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.
- 5) The SERVICE PROVIDER agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:25-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- 6) The SERVICE PROVIDER agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- 7) The SERVICE PROVIDER agrees to revise any of its procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- 8) The SERVICE PROVIDER agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, martial status, sex, affectional or sexual orientation and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.
- 9) The SERVICE PROVIDER shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

  
WITNESS

  
BOROUGH OF MAGNOLIA

  
WITNESS

  
CONNER STRONG & BUCKELEW  
Michael C. Avalone, CIC, CRM,  
Vice President/Risk Manager