

TOWNSHIP OF JEFFERSON
COUNTY OF MORRIS, NJ

CONSENT AGENDA RESOLUTION #17-33

**“RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
FOR RISK MANAGEMENT SERVICES AND APPOINTING THE RISK MANAGEMENT CONSULTANT –
WILLIS OF NEW JERSEY - FOR PERIOD ENDING DECEMBER 31, 2017”**

WHEREAS, the Township of Jefferson has joined the Statewide Insurance Fund (hereinafter “Fund”), a joint insurance fund as defined in N.J.S.A. 40A:10-36 et seq.; and

WHEREAS, the bylaws of the Fund require participating members to appoint a Risk Management Consultant; and

WHEREAS, the Township of Jefferson therefore has a need for professional Risk Management services; and

WHEREAS, the Township of Jefferson has decided to award the contract for this service as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, Willis of New Jersey has submitted a proposal indicating that Risk Management services will be provided for an annual fee as set by the Fund, not to exceed six percent (6%) of worker’s compensation, seven and one half percent (7.5%) of all lines assessment, and ten percent (10%) of selective umbrella assessment; and

WHEREAS, Willis of New Jersey has completed and submitted a Business Entity Disclosure Certification which certifies that they have not made any reportable contributions to a political or candidate, committee or employee for those positions listed on the Business Entity Disclosure Certification Form in the previous one year, and that the contract will prohibit Willis of New Jersey from making any reportable contributions through the term of the contract; and

WHEREAS, the Chief Financial Officer (CFO) of the Township has determined and certified in writing that, although the vendor receives no direct payments for rendering services from the Township, it is expected that the vendor may earn in excess of \$17,500 from insurance commissions; and

WHEREAS, pursuant to N.J.A.C. 5:30-5.5 (b) a certificate showing availability of funds has been provided to the Township by the CFO certifying that the funds for said contract are available; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Jefferson, in the County of Morris, State of New Jersey that this professional contract is hereby authorized and approved by the Township Council.

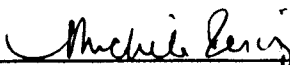
BE IT ALSO RESOLVED that **John Moore of Willis of New Jersey** is hereby appointed as the Risk Management Consultant for 2017.

BE IT ALSO RESOLVED:

- Section 1.** The Mayor and Township Clerk are hereby authorized and directed to execute an agreement with Willis of New Jersey for Risk Management services to the Township of Jefferson.
- Section 2.** This contract is awarded as a “Professional Service” in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the contract is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law.
- Section 3.** The term of this agreement shall be for one year, from January 1, 2017 through December 31, 2017.
- Section 4.** A notice of this action shall be printed once in the legal newspaper of the Township of Jefferson.
- Section 5.** The resolution authorizing the award of contract for “Professional Services” and the contract itself must be available for public inspection per the requirement of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)
- Section 6.** The Business Entity Disclosure Certification and the Determinations of Value be placed on file with this resolution.

RESOLUTION #17-33
PAGE TWO

ATTEST:


MICHELE REILLY, TOWNSHIP CLERK
Dated: January 18, 2017

COUNCIL OF THE TOWNSHIP OF JEFFERSON:


DEBI MERZ, PRESIDENT

CERTIFICATION: I, Michele Reilly, Clerk of the Township of Jefferson, County of Morris, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Jefferson Township County at a meeting held on January 18, 2017.


Michele Reilly, RMC, Township Clerk

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN
Birmingham	X		X			
Dunham			X			
Finnegan			X			
Sanchelli		X	X			
Merz			X			

CMFO'S Certification of Availability of Funds

I, William J. Eagen, hereby certify that sufficient funds will be available with the adoption of the 2017 Municipal Budget: Insurance OE, for the purpose stated herein, all in accordance with requirements of the Local Budget Law NJSA 40A: 4-1, et.seq.

Purpose: Risk Management Insurances Services

Vendor: Willis of New Jersey (WILLIS50)

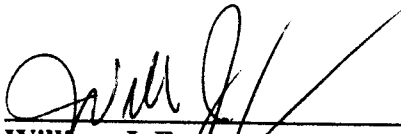
Line Item No.: 7-01-23-220-220-200

Amount Certified: \$ 61,000.00

Total Certified Amount Not to Exceed:

\$61,000.00

Certified this 4th day of January, 2017
For 1/04/2017 meeting



William J. Eagen
Chief Financial Officer

NOTE – It is anticipated that the Risk Manager will be paid approximately \$64,000 in commission fees for based on insurance premiums for various policies and coverages. These Commission fees are not directly paid by the township. It is anticipated that the Township will pay approximately \$35,000 directly to Risk Manager in premiums that will be forwarded to the insurance carrier.

**PAY TO PLAY
DETERMINATION OF VALUE**

Pursuant to the Pay To Play Law, the value of the contract awarded through a non-fair and open process must be determined, by an appropriate township official, prior to the award of contract by the Township Council

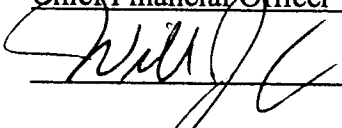
VENDOR NAME	DESCRIPTION OF SERVICE	ESTIMATED VALUE
Lavery, Selvaggi, Abromitis & Cohen, PC	Township Attorney	160,000.00
Lavery, Selvaggi, Abromitis & Cohen, PC	Labor Attorney	12,000.00
Hawkins Delafield & Wood	Bond Counsel	36,000.00
Ferraioli Wielkotz, Cerullo & Cuva	Township Auditor	111,350.00
Willis of New Jersey, Inc.*	Risk Management Services	61,000.00
Integra Realty Resources – NNJ	Appraisal Services	27,500.00
Edward L. Haack & Associates	Consulting Engineer	105,000.00
Fox Architectural Services	Architectural Services	17,500.00

I hereby certify that the above referenced contracts will exceed or is expected to exceed \$17,500.

* Vendor receives no direct payments for rendering insurance services from the Township of Jefferson, however it is expected that the vendor may earn in excess of \$17,500 from insurance commissions.

NAME: William J. Eagen

TITLE: Chief Financial Officer

SIGNATURE: 

DATE: January 4, 2017

**2017 FUND YEAR
STATEWIDE INSURANCE FUND
RISK MANAGEMENT CONSULTANT'S AGREEMENT**

THIS AGREEMENT entered into this 1st day of January, 2017, among the Statewide Insurance Fund ("FUND"), a joint insurance fund of the State of New Jersey, TOWNSHIP OF JEFFERSON ("MEMBER") and WILLIS OF NEW JERSEY, INC. ("CONSULTANT") through a fair and open process, pursuant to N.J.S.A.19:44A-20.4.

WHEREAS, the CONSULTANT has offered to the MEMBER professional risk management consulting services as required by the Bylaws of the FUND; and

WHEREAS, the CONSULTANT has advised the FUND that he/she is familiar with the terms, conditions and operations of the FUND; and

WHEREAS, the MEMBER desires these professional services from the CONSULTANT; and

WHEREAS, the MEMBER has complied with relevant law in regard to the appointment of a Risk Management Consultant; and

WHEREAS, the Bylaws of the FUND require that members engage a CONSULTANT and that the CONSULTANT comply with certain requirements set forth therein.

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 in evaluating the MEMBER'S exposures and advise on matters relating to the Member's operation and coverage.
 - (b) explain to the MEMBER, or its representatives, the various coverages available from the FUND.
 - (c) explain to the MEMBER, or its representatives, the terms of the member's commitment and obligations to the FUND.
 - (d) explain to the MEMBER, or its representatives the operation of the FUND.
 - (e) prepare applications, statements of values, etc., on behalf of the MEMBER, if required by the FUND.
 - (f) review the MEMBER'S assessment and assist in the preparation of the MEMBER'S insurance budget.
 - (g) review losses and engineering reports and provide assistance to the MEMBER'S safety committee, if required.
 - (h) assist in the claims settlement process, if required, by MEMBER or FUND.

- (i) attend the majority of meetings of the Fund Commissioners or Executive Committee, if requested, and perform such other services as required by the MEMBER or the FUND.
- (j) comply with the obligations imposed upon Risk Managers in the FUND's Bylaws.
- (k) act in good faith and fair dealing to the FUND.
- (l) perform other duties for the FUND as may be required from time to time by the FUND.

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

- (a) The CONSULTANT shall be paid by the FUND, on behalf of the MEMBER, a fee as compensation for services rendered. Said fee, an apportionment of the MEMBER's assessment: 6% of workers' compensation (excluding any fees, PLIGA, and loss ratio apportionment); 7.5% of all lines assessment (excluding any fees, PLIGA, and loss ratio apportionment); and 10% of Selective umbrella assessment (excluding fees, PLIGA and administrative expenses).
- (b) The CONSULTANT shall be entitled to compensation for services provided during any calendar year only if the CONSULTANT has been appointed and holds the position of Risk Management Consultant, as of January 31 of the said calendar year for counties and municipalities holding general elections and July 30 for municipalities holding regular elections.
- (c) For any insurance coverages authorized by the MEMBER 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 set forth in 2(a).
- (d) If the MEMBER shall require of the CONSULTANT extra services other than those outlined above, the CONSULTANT shall be paid by the MEMBER a fee at a rate to be negotiated by the parties.


3. The term of this Agreement shall be from **January 1, 2017 to January 1, 2018**. However, this Agreement may be terminated by either party at any time by mailing to the other thirty (30) days written notice, certified mail return receipt.

4. The CONSULTANT shall comply with all laws applicable to producers who provide insurance products to public entities and shall comply with all applicable statutes and regulations relating to joint insurance funds.

5. The CONSULTANT agrees to comply with all affirmative action laws applicable in accordance with Exhibit A and to submit all necessary documentation

establishing compliance within seven (7) days of this Agreement.

ATTEST:



Michele Reilly, Township Clerk



Russell W. Felter, Mayor

ATTEST:

John Moore
Risk Management Consultant Corporate Officer

ATTEST:

Statewide Insurance Fund Chairperson