

“AGREEMENT”

RISK MANAGEMENT CONSULTANT

ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND

This agreement, entered into this 7th day of January, 2013, between the Township of Hamilton (hereinafter referred to as “Municipality”) and Dennis M. Brown and Glenn Insurance Inc., Corporation of the State of New Jersey, having its principal office at 500 East Absecon Boulevard, PO Box 365, Absecon, NJ 08201-0365 (hereinafter referred to as “Consultant”).

WHEREAS, the Consultant has offered to the Municipality professional risk management consulting services as required in the Bylaws of the Atlantic County Municipal Joint Insurance Fund, and

WHEREAS, the Municipality desires these professional services pursuant to the resolution adopted by the Mayor and Council of the Municipality at a meeting held January 7, 2013;

NOW THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein, 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 loss.
 - B) Assist the Municipality in understanding and selecting the various coverages available from the Atlantic County Municipal Joint Insurance Fund.
 - C) Review with the Municipality any additional coverages that the Consultant feels should be carried but are not available from the Fund and subject to the Municipality’s authorization place such coverages outside the Fund.
 - D) Assist the Municipality 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 the Municipality’s assessment as prepared by the Fund and assist the Municipality in the preparation of its annual insurance budget.
 - F) Review the loss and engineering reports and generally assist the safety committee in its loss containment objectives.
 - G) In accordance with the RFP, attend Township Safety meetings and JIF meetings (minimum 70% attendance).
 - 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) Any other services required by the Fund’s Bylaws.

2. The term of this agreement shall be for one (1) year from the first day of **January, 2013**, or from the effective date of coverage, unless terminated as hereinafter provided in this agreement.
3. The Municipality authorizes the Fund to pay its Consultant as compensation for services rendered an amount equal to a dollar amount of **Nineteen thousand, five hundred dollars (\$19,500)**. Said fee shall be paid within 30 days of payment of the member's assessment. The Consultant shall receive no other compensation or commission for the placement or servicing of any municipal coverage with the Fund.
4. LIMITS ON POLITICAL CONTRIBUTIONS - Prior to awarding this contract, the Township of Hamilton received from Consultant a sworn statement, made under penalty of perjury, that Consultant has not made a contribution in violation of the Township of Hamilton Ordinance 1636-2008 (Limits on Political Contributions).
5. For any coverages, authorized by the Municipality, to be placed 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 above.
6. Either party may cancel this Agreement 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: Jean D Anderson MUNICIPALITY: Amy L Gatto
AMY L. GATTO, MAYOR
TOWNSHIP OF HAMILTON

DATE: 1-23-13

ATTEST: Dennis M. Brown CONSULTANT: Dennis M. Brown
DENNIS M. BROWN
GLENN INSURANCE, INC.

DATE: 1/16/2013

AFFIRMATIVE ACTION STATEMENT

The Contractor here agrees that during the performance of an Agreement with Hamilton Township, he/she will in all respects comply with Chapter 127 of the Public Laws of 1975 and further state agreement as follows:

**Mandatory Affirmative Action Language
Procurement, Professional and Service Contracts
P.L. 1975, c. 127 (N.J.A.C. 17:27)**

During the performance of this Contract, the Contractor agrees as follows:

The Contractor or subcontractor, 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 Contractor 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. 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, 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;

The Contractor or subcontractor, where applicable, will send to each labor union or representative or 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 Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, 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.

The Contractor or subcontractor 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. 17:27-5.2 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.

The Contractor or subcontractor 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 or 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.


The Contractor or subcontractor agrees to revise any of its testing 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.

The Contractor or subcontractor 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, marital 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.

The Contractor or its subcontractors shall furnish such reports or other document 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 or conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)

Dated: 1/16/2013

Print Name: DENNIS M. BROWN

Signature: 

Official Position: RISK MANAGEMENT
CONSULTANT