

## RESOLUTION NO. 2019-3

### RESOLUTION APPOINTING PROFESSIONAL STAFF IN ACCORDANCE WITH A NON FAIR AND OPEN PROCESS AS DEFINED IN NJSA 19:44A-20 ET.SEQ.

**Whereas**, the Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund find that it is necessary and appropriate to obtain certain professional and other extraordinary and unspecifiable services pursuant to NJSA 40A:11-5 et seq.; and

**Whereas**, it is anticipated that some of these services will exceed \$17,500 in cost to the Fund during the 2019 Fund Year; and

**Whereas**, on May 21, 2012, the Fund adopted Resolution 2012-23 Establishing a three year rotating basis for the issuance of Requests for Qualifications for Fund Professionals where it is anticipated that their services will exceed \$17,500; and

**Whereas**, on November 28, 2016 the Fund adopted the *Fund Professional Evaluations Policy* which incorporates the guidelines regarding the issuance of Requests for Qualifications as established in Resolution 2012-23; and

**Whereas**, each of the position appointments below, where it is anticipated that the costs of services will exceed \$17,500 in 2019, have been subject to a Request for Qualifications process at least once during the past three years; and

**Whereas**, after careful consideration by the Fund Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund it has been determined to be in the best interest of the Fund to obtain these services in Fund Year 2019 following a “non fair and open” process pursuant to NJSA 19:44A-20.1 et. seq. so as to eliminate the possibility of any of the Fund’s professionals from making reportable contributions to any elected officials in any member town and so as to guarantee the continuity of the Fund’s professionals; many of which have been servicing the Fund since its inception and have directly contributed to its success; and

**Whereas**, those service providers whose contracts shall exceed \$17,500 during the 2019 Fund Year have executed a “Political Contribution Disclosure Form”, “Business Entity Disclosure Certification”, and a “Stockholder Disclosure Certification”, a copy of which is attached to their Professional Service contract, acknowledging their understanding that by accepting this appointment they may be limited pursuant to NJSA 19:44A-20.6 in their ability to make reportable contributions pursuant to NJSA 19:44A-8 or 19:44A-16 as detailed in NJSA 19:44A-20.5.

**Now, THEREFORE, BE IT RESOLVED** by the Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund, assembled in a public session on January 28, 2019, that:

1. Arthur J. Gallagher Risk Management Services, Inc. is hereby appointed as Administrator for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for an interim term commencing January 1, 2019 and continuing until March 1, 2019 with Paul A. Forlenza serving as the Executive Director and Paul J. Miola serving as the Deputy Executive Director.
2. Arthur J. Gallagher Risk Management Services, Inc. is hereby appointed as the Producer for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for EPL/POL, Volunteer Director’s & Officers Liability, and Cyber Liability coverage for a term commencing January 1, 2019 and continuing until March 1, 2019.
3. Conner Strong & Buckelew Insurance are hereby appointed as the Producer for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for EPL/POL, Volunteer

Director's & Officers Liability, and Cyber Liability coverage for a term commencing January 1, 2019 and continuing until December 31, 2019 or until the next Reorganization of the Fund.

4. David S. DeWeese, Esquire, Attorney at Law of the State of New Jersey, is hereby appointed as the Attorney (Solicitor) for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019, and ending on December 31, 2019 or until the next Reorganization of the Fund.
5. The DeWeese Law Firm, P. C. with David S. DeWeese, Esquire, Attorney at Law of the State of New Jersey as the designated attorney, is hereby appointed as the Subrogation Attorney for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019, and ending on December 31, 2019, or until the next Reorganization of the Fund.
6. David S. DeWeese, Esquire, Attorney at Law of the State of New Jersey, is hereby appointed as the Fund's EPL/POL Attorney for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019 and continuing until December 31, 2019, with compensation as set forth in the Agreement.
7. Thomas J. Tontarski is hereby appointed as Treasurer for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019, and continuing until December 31, 2019 or until the next Reorganization of the Fund.
8. Public Entity Risk Management Administration, Inc. [PERMA], a Division of Conner Strong & Buckelew Insurance Companies, with David Grubb, as its designated representative, is hereby appointed as Administrative Consultant for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019, and continuing until December 31, 2019 or until the next Reorganization of the Fund.
9. Iron Mountain is hereby appointed as Record Retention Service for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019, and continuing until December 31, 2019 or until the next Reorganization of the Fund.
10. Qual-Lynx, with Chris Roselli as its designated claims representatives and Alice Lihou as its designated representative, is hereby appointed as Claims Administrator for General Liability, Automobile Liability, Workers' Compensation, and Property claims and Claims Advocate for EPL/POL coverage for a term commencing January 1, 2019 and continuing until December 31, 2019 or until the next Reorganization of the Fund.
11. Qualcare, Inc., with Karen Beatty as its designated client services manager and Steve McNamara as its designated representative, is hereby appointed as the Managed Care and Network Provider for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019 and continuing until December 31, 2021.
12. AssetWORKS, Inc., with Melvin Ngayan as its designated representative is hereby appointed as Property Appraiser for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019, and continuing until December 31, 2019 or until the next Reorganization of the Fund.
13. Bowman & Company, LLP, with James Miles as the designated contact, is hereby appointed as Payroll Auditor for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019, and continuing until December 31, 2019 or until the next Reorganization of the Fund
14. Conner Strong & Buckelew Insurance, with Terrance Tracy as its corporate representative and Edward Cooney as its designated representative, is hereby appointed as Underwriting Manager for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for

a term commencing January 1, 2019, and continuing until December 31, 2019 or until the next Reorganization of the Fund.

15. The Actuarial Advantage, Inc. with Kyle Mrotek, FCAS, as its designated representative, is hereby appointed as Actuary for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019, and continuing until December 31, 2019 or until the next Reorganization of the Fund.
16. Bowman & Company, LLP with James Miles as its designated representative, is hereby appointed as Auditor for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019, and continuing until December 31, 2019 or until the next Reorganization of the Fund.
17. Target Wellness, with Debby Schiffer, as the designated contact, is hereby appointed as Wellness Director for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019, and continuing until December 31, 2019 or until the next Reorganization of the Fund.
18. Kristi Kristie is hereby designated as Recording Secretary for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019, and continuing until December 31, 2019.
19. Joyce Media, with George E. Joyce, III as its designated representative is hereby appointed as Website Host and Designer for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019 and continuing until December 31, 2019, or until the next Reorganization of the Fund.
20. Investors Bank, with Joseph Sette as its designated representative, is hereby appointed as Banking Depository for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019, and continuing until December 31, 2019 or until the next Reorganization of the Fund.
21. Wilmington Trust, with Fernando Garip as its designated representative, is hereby appointed as Asset Manager for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019, and continuing until December 31, 2019 or until the next Reorganization of the Fund.
22. M & T Bank, with Mary Alice Avery as its designated representative, is hereby appointed as Banking Depository for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019, and continuing until December 31, 2019 or until the next Reorganization of the Fund.

**Be It Further Resolved** that the Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund find and determine that the appointments herein specified require either professional services for which the individuals designated are licensed to practice a profession or for extraordinary and unspecifiable services that cannot be adequately described in specifications that would make solicitation of bids for those services meaningful or advisable, and

**Be It Further Resolved** that the compensation for the services shall be in accordance with the amounts budgeted for the specific services and subject to contracts hereby authorized and approved by the Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund, and

**Be It Further Resolved** that the Chairperson and Secretary of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund are hereby authorized to execute Agreements with the individuals, partnerships and corporations hereby appointed for the

performance of professional or for extraordinary and unspecifiable services providing for compensation within the amounts budgeted for those services, as follows:

1. Arthur J. Gallagher Risk Management Services, Inc. is hereby appointed as Administrator for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for an interim term commencing January 1, 2019 and continuing until March 1, 2019 with Paul A. Forlenza serving as the Executive Director and Paul J. Miola serving as the Deputy Executive Director and shall be compensated in the amount of \$117,636 for said interim term.
2. David S. DeWeese, Esquire, Attorney at Law of the State of New Jersey, as the designated attorney, as the Attorney (Solicitor) for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019, and ending on December 31, 2019, in an amount not to exceed \$108,735 as set forth specifically in the Agreement.
3. The DeWeese Law Firm, P. C. with David S. DeWeese, Esquire, Attorney at Law of the State of New Jersey as the designated attorney, is hereby appointed as the Subrogation Attorney for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019, and ending on December 31, 2019, in the amounts as set forth specifically in the agreement.
4. David S. DeWeese, Esquire, Attorney at Law of the State of New Jersey, is hereby appointed as the Fund's EPL/POL Attorney for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019 and continuing until December 31, 2019, with compensation as set forth in the Agreement.
5. Thomas J. Tontarski as Treasurer for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019, and continuing until December 31, 2019, in the amount of \$13,807 as set forth specifically in the Agreement.
6. Public Entity Risk Management Administration, Inc. [PERMA], a Division of Conner Strong & Buckelew Insurance Companies, with David Grubb as its designated representative, as Administrative Consultant for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019 and continuing until December 31, 2019, in the amount of \$44,679 as set forth specifically in the Agreement.
7. Iron Mountain is hereby appointed as Record Retention Service for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019, and continuing until December 31, 2019, on the basis of the rate schedule as set forth specifically in the Agreement.
8. Qual-Lynx Associates, with Chris Roselli as its designated claims representatives and Alice Lihou as its designated representative is hereby appointed as Claims Administrator for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for General Liability, Workers' Compensation, Property, and Claims Advocate for EPL/POL coverage for a term commencing January 1, 2019, and continuing until December 31, 2019, shall be compensated on the basis of the rate schedule as set forth specifically in the Agreement, with a minimum fee of \$476,532 but not to exceed \$577,133 as Claims Administrator for General Liability, Workers' Compensation, and Property claims and \$10,000 for their role as Claims Advocate for EPL/POL claims, without the specific approval of the Commissioners, as set forth specifically in the Agreement.
9. Qualcare, Inc., with Karen Beatty as its designated client services manager and Steve McNamara as its designated representative, is hereby appointed as the Managed Care and Network Provider for the Service for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019, and continuing until December

31, 2019, with an allocated file fee of \$501 per file on the basis of the rate schedule as set forth specifically in the Agreement

10. AssetWORKS, with Melvin Ngayan as its designated representative, is hereby appointed as Property Appraiser for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019, and continuing until December 31, 2019, for property appraisal services at a cost of \$27,122 based upon anticipated building counts for calendar year 2019, as set forth specifically in the Agreement.
11. Bowman & Company, LLP with James Miles as its designated representative, as Payroll Auditor for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019 and continuing until December 31, 2019, at a cost not to exceed \$15,170 for calendar year 2019, without the specific approval of the Commissioners, as set forth specifically in the Agreement
12. Conner Strong & Buckelew Insurance, with Terrance Tracy as its corporate representative and Edward Cooney as its designated representative, is hereby appointed as Underwriting Manager for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019, and continuing until December 31, 2019 in the amount of \$11,454 as set forth specifically in the Agreement.
13. The Actuarial Advantage, Inc. with Kyle Mrotek, FCAS, as its designated representative, as Actuary for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019, and continuing until December 31, 2019, on the basis of an hourly fee schedule attached to the Agreement, but not to exceed \$32,648 without the specific approval of the Commissioners, as set forth specifically in the Agreement.
14. Bowman & Company with James Miles as its designated representative, as Auditor for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019, and continuing until December 31, 2019, on the basis of an hourly fee schedule attached to the Agreement, but not to exceed \$22,820 without the specific approval of the Commissioners, as set forth specifically in the Agreement.
15. Target Wellness, with Debby Schiffer, as the designated contact, is hereby appointed as Wellness Director for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019, and continuing until December 31, 2019, at a cost not to exceed \$58,476 as set forth specifically in the Agreement
16. Kristi Kristie is hereby designated as Recording Secretary for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019, and continuing until December 31, 2019, in the amount of \$5,158 as set forth specifically in the Agreement.
17. Joyce Media, with George E. Joyce, III as its designated representative, is hereby appointed as Website Host and Designer for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019 and continuing until December 31, 2019, in the amount of \$4,500 as set forth specifically in the Agreement.
18. Investors Bank, with Joseph Sette as its designated representative, is hereby appointed as Banking Depository for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019, and continuing until December 31, 2019, on the basis of the rate schedule as set forth specifically in the Agreement.
19. M & T Bank, with Mary Alice Avery as its designated representative, is hereby appointed as Banking Depository for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019, and continuing until December 31, 2019, on the basis of the rate schedule as set forth specifically in the Agreement.

20. Wilmington Trust, with Fernando Garip as its designated representative, is hereby appointed as Asset Manager for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019, and continuing until December 31, 2019, on the basis of the rate schedule as set forth specifically in the Agreement.

**Be It Further Resolved** that all of the Agreements set forth above are subject to specific approval by the Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund, and

**It Further Resolved** that notice of the appointments and the Agreements for professional or for extraordinary and unspecifiable services shall be published as required by law, and

**Be It Further Resolved** that copies of this Resolution shall be provided to the Treasurer of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund and those so appointed for their information and attention.

This resolution was duly adopted by the Gloucester, Salem,  
Cumberland Counties Municipal Joint Insurance Fund  
at a public meeting held on January 28, 2019.

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND**

BY: \_\_\_\_\_



CHAIRPERSON

ATTEST: \_\_\_\_\_



SECRETARY

DATE: \_\_\_\_\_

January 28, 2019