

RESOLUTION NO. 2021-3

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 2021 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 2021, 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 2021 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 2021 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 25, 2021, 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 a term commencing January 1, 2021 and continuing until December 31, 2021 or until the next Reorganization of the Fund with Paul A. Forlenza, MGA, serving as the Executive Director and Paul J. Miola, CPCU, ARM 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, 2021 and continuing until December 31, 2021 or until the next Reorganization of the Fund.

3. Conner Strong & Buckelew Insurance 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, 2021 and continuing until December 31, 2021 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, 2021, and ending on December 31, 2021 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, 2021, and ending on December 31, 2021, 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, 2021 and continuing until December 31, 2021, with compensation as set forth in the Agreement.
7. J. A. Montgomery Risk Control, a Division of Conner Strong & Buckelew Insurance Companies, Inc. with Keith Hummel as Safety Director and Robert Garish and Liam Callahan as its designated loss control representatives is hereby appointed Safety Director for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.
8. J. A. Montgomery Risk Control, a Division of Conner Strong & Buckelew Insurance Companies, Inc. with Susan Kopek as its designated Right-to-Know Coordinator is hereby appointed Right to Know Coordinator for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.
9. 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, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.
10. 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, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.
11. 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 for their role in accepting and reporting EPL/POL claims for calendar year 2021 for a term commencing January 1, 2021 and continuing until December 31, 2021 or until the next Reorganization of the Fund.
12. 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, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.

13. 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, 2021 and continuing until December 31, 2021.
14. 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, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.
15. 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, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund
16. 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, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.
17. 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, 2021, and continuing until December 31, 2021.
18. Secure Data Consulting Services, with Lou Romero, as the designated contact, is hereby appointed as Technology Risk Services Director for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.
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, 2021 and continuing until December 31, 2021, or until the next Reorganization of the Fund.
20. Investors Bank, with Joseph Sette as its designated representative, is hereby appointed as a permissible Banking Depository for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.
21. Wilmington Trust, with Susan O'Neal as its designated representative, is hereby appointed as an Asset Manager for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.
22. M & T Bank, with Mary Alice Avery as its designated representative, is hereby appointed as a permissible Banking Depository for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.
23. Bank of New York Mellon, with David Corrado as its designated representative, is hereby appointed as a permissible Banking Depository for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.
24. Clearbrook Global, with Fernando Garip as its designated representative, is hereby appointed as an Asset Manager for the Gloucester, Salem, Cumberland Counties Municipal Joint

Insurance Fund for a term commencing January 1, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.

25. NW Financial Group is hereby appointed as an Investment Advisor for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2021, and continuing until December 31, 2021 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 a term commencing January 1, 2021 and continuing until December 31, 2021 with Paul A. Forlenza, MGA, serving as the Executive Director and Paul J. Miola, CPCU, ARM, serving as the Deputy Executive Director and shall be compensated in the amount of \$754,185 for said term.
2. Arthur J. Gallagher Risk Management Services, Inc. is hereby appointed as the Producer for EPL/POL, Volunteer Director's & Officers Liability, and Cyber Liability coverage for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2021 and continuing until December 31, 2021 and shall be compensated through the commission on the policy in the amount of \$54,532.
3. 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, 2021, and ending on December 31, 2021, in an amount not to exceed \$113,896 as set forth specifically in the Agreement.
4. 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, 2021, and ending on December 31, 2021, in the amounts as set forth specifically in the agreement.
5. 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, 2021 and continuing until December 31, 2021, with compensation as set forth in the Agreement.
6. Conner Strong & Buckelew Insurance is hereby appointed as the Producer for EPL/POL, Volunteer Director's & Officers Liability, and Cyber Liability coverage for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January

1, 2021 and continuing until December 31, 2021 and shall be compensated through the commission on the policy in the amount of \$54,532.

7. J. A. Montgomery Risk Control, a Division of Conner Strong & Buckelew Insurance Companies, with Keith Hummel as its Safety Director and Robert Garish and Liam Callahan as its designated loss control representative is hereby appointed Safety Director for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2021, and continuing until December 31, 2021, at a cost not to exceed \$221,064 as set forth specifically in the Agreement.
8. J. A. Montgomery Risk Control, a Division of Conner Strong & Buckelew Insurance Companies, with Susan Kopek as its designated representative is hereby appointed as Right to Know Coordinator for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2021, and continuing until December 31, 2021 on the basis of an hourly fee schedule set forth in the Agreement, but not to exceed \$50,141.
9. Thomas J. Tontarski as Treasurer for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2021, and continuing until December 31, 2021, in the amount of \$14,365 as set forth specifically in the Agreement.
10. 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, 2021 and continuing until December 31, 2021, in the amount of \$46,367 as set forth specifically in the Agreement.
11. 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, and Property coverage for a term commencing January 1, 2021, and continuing until December 31, 2021, shall be compensated on the basis of the rate schedule as set forth specifically in the Agreement, with a minimum fee of \$505,503 but not to exceed \$612,220 as Claims Administrator for General Liability, Workers' Compensation, and Property claims and \$10,000 for their role in accepting and reporting EPL/POL claims for calendar year 2021, as set forth specifically in the Agreement.
12. 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, 2021, and continuing until December 31, 2021, on the basis of the rate schedule as set forth specifically in the Agreement.
13. 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, 2021, and continuing until December 31, 2021, with an allocated file fee of \$516 per file on the basis of the rate schedule as set forth specifically in the Agreement.
14. 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, 2021, and continuing until December 31, 2021, for property appraisal services at a cost of \$38,413 based upon anticipated building counts for calendar year 2021, as set forth specifically in the Agreement.
15. 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, 2021 and continuing until December 31, 2021, at a cost not to exceed \$16,202 for calendar year 2021, without the specific approval of the Commissioners, as set forth specifically in the Agreement

16. 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, 2021, and continuing until December 31, 2021 in the amount of \$11,999 as set forth specifically in the Agreement.
17. 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, 2021, and continuing until December 31, 2021, in the amount of \$5,158 as set forth specifically in the Agreement.
18. Secure Data Consulting Services, with Lou Romero, as the designated contact, is hereby appointed as Technology Risk Services Director for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2021, and continuing until December 31, 2021, with a fee of \$90,288 for calendar year 2021, to be paid as set forth specifically in the Agreement.
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, 2021 and continuing until December 31, 2021, in the amount of \$4,500 as set forth specifically in the Agreement.
20. Investors Bank, with Joseph Sette as its designated representative, is hereby appointed as a permissible Banking Depository for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2021, and continuing until December 31, 2021, on the basis of the rate schedule as set forth specifically in the Agreement.
21. M & T Bank, with Mary Alice Avery as its designated representative, is hereby appointed as a permissible Banking Depository for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2021, and continuing until December 31, 2021, on the basis of the rate schedule as set forth specifically in the Agreement.
22. Wilmington Trust, with Susan O'Neal as its designated representative, is hereby appointed as an Asset Manager for the Burlington County Municipal Joint Insurance Fund for a term commencing January 1, 2021, and continuing until December 31, 2021, on the basis of the rate schedule as set forth specifically in the Agreement.
23. Bank of New York Mellon, with David Corrado as its designated representative, is hereby appointed as a permissible Banking Depository for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.
24. Clearbrook Global, with Fernando Garip as its designated representative, is hereby appointed as an Asset Manager for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.
25. NW Financial Group is hereby appointed as an Investment Advisor for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.

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 25, 2021.

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

BY: _____

CHAIRPERSON

ATTEST: _____

SECRETARY

DATE: _____

Jan. 25, 2021