RESOLUTION APPOINTING RISK MANAGEMENT CONSULTANT

2026 Fund Year

WHEREAS, _____(hereinafter "Local Unit") 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 require participating members to appoint a Risk Management Consultant, as those positions are defined in the Bylaws, if requested to do so by the "Fund"; and

WHEREAS, the Local Unit has complied with relevant law with regard to the appointment of a Risk management Consultant; and

WHEREAS, the "Fund" has requested its members to appoint individuals or entities to that position; and

NOW, THEREFORE, BE IT RESOLVED by the governing body of "Local Unit", in the County of _____ and State of New Jersey, as follows:

1. _____ (Local Unit) hereby appoints _____its Risk Management Consultant.

2. The _____ (*authorized representative of the public entity*) and Risk Management Consultant are hereby authorized to execute the Risk Management Consultant's Agreement for the year **2026** in the form attached hereto.

Name of Entity:_____

Attest:

_____ _____

Name Name and title

C e r t i f i c a t i o n

I, _____, Clerk of the_____, County of_____, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the governing body on _____, 20___

_____

Clerk

Witness my hand and seal of the

_____ of _____ This day of _____,20___

STATEWIDE INSURANCE FUND

RISK MANAGEMENT CONSULTANT'S AGREEMENT

2026 Fund Year

THIS AGREEMENT entered into this _____day of _____ 20___, among the Statewide Insurance Fund ("FUND"), a joint insurance fund of the State of New Jersey, _____("MEMBER") and _____("RISK MANAGEMENT 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 claim 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 non WC assessment (excluding any fees, PLIGA, and loss ratio apportionment);

(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, 2026** to **January 1, 2027**. 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:

_____ _____

Member Representative

ATTEST:

_____ _____

Risk Management Consultant Corporate Officer

ATTEST:

_____ _____

Statewide Insurance Fund Chairperson

EXHIBIT A
STATEWIDE INSURANCE FUND

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE
(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

This form is a summary of the successful professional service entity's requirement to comply with the requirements of **N.J.S.A. 10:5-31 et seq.** and **N.J.A.C. 17:27 et seq.**

The successful professional service entity shall submit to the Statewide Insurance Fund, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.;
OR

(c) A photocopy of a completed Employee Information Report (Form AA302) provided by the Division of Contract Compliance and completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) from the Statewide Insurance Fund during normal business hours.

The undersigned professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

The undersigned professional service entity further understands that his/her submission shall be rejected as non-responsive if said professional service entity fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

COMPANY:_____
Risk Management Consultant

SIGNATURE: _____

PRINT NAME:_____

TITLE:_____ DATE:_____