

**BURLINGTON COUNTY  
MUNICIPAL JOINT INSURANCE FUND**

**RISK MANAGEMENT CONSULTANT CONFIDENTIALITY  
AGREEMENT**

**WHEREAS**, the Burlington County Municipal Joint Insurance Fund, in order to properly discharge its duties and obligations, must consider and discuss certain confidential information regarding specific general liability (property, automobile, trip and fall, and civil rights), Workers' Compensation, Employment Practices Liability, Public Officials Liability and other types of claims against Member Municipalities, and certain confidential information regarding any Member Municipalities' claims history, loss ratios, litigation strategies, safety history, assessment strategies and renewal information; and

**WHEREAS**, the discussion of claims against Member Municipalities, the evaluation of the factual and legal issues relating to said claims, and the discussion of settlement, liability, authority and other issues surrounding said claims must remain confidential in order to best respect the privacy of the individuals involved and/or to preserve the tactical and strategic defense of actual and/or pending litigation arising out of said claims; and

**WHEREAS**, the discussion of claims history, loss ratios, litigation strategies, safety history, assessment strategies and renewal information must also remain confidential in order to best protect the interest of the Fund and its Member Municipalities; and

**WHEREAS**, any discussion relating to said claims may take place at meetings of the Fund Commissioners, meetings of the Executive Committee, meetings of the Safety Committee, meetings of the Coverage Committee, meetings of the Finance Committee, meetings of the Strategic Planning Committee, or directly with one or more of the representatives of the Member Municipality, Assigned Defense Counsel designated by the Fund and/or Fund Professionals; and

**WHEREAS**, the undersigned will, from time to time, participate in the consideration, evaluation, and discussion of claims, litigation strategies, assessment strategies, safety history, loss ratios and renewal information in order to provide their assistance and expertise to the Burlington County Municipal Joint Insurance Fund and the Member Municipality upon whose behalf the RMC is acting.

**NOW, THEREFORE,** I, the undersigned, hereby specifically agree as follows:

1. I will not disclose any matter discussed in any closed session, claims meeting, or other meeting or event in which I participate or which is set forth in any document made available to me or which is discussed with me by any person on behalf of the Burlington County Municipal Joint Insurance Fund and/or its participating local units, to any person or entity not authorized to receive that information by the Burlington County Municipal Joint Insurance Fund.
2. I acknowledge that, by virtue of my position, I have a fiduciary relationship to the Member Municipality for which I perform RMC services and, in addition, I owe a duty to the Burlington County Municipal Joint Insurance Fund to best protect its Member Municipalities' rights, privileges, and defenses regarding any discussions in which I may be involved, and that I am bound by the following standards:
  - a. Neither I nor any member of my immediate family shall have an interest in a business organization or engage in any business, transaction, or professional activity, which is in substantial conflict with the proper discharge of my responsibilities to the Member Municipality on whose behalf I am acting and to the Burlington County Municipal Joint Insurance Fund; and
  - b. I shall not use or attempt to use my position to secure unwarranted privileges or advantages for myself or others; and
  - c. I shall not act in my official capacity in any matter where I, a member of my immediate family, or a business organization in which I have an interest, has a direct or indirect financial interest or personal involvement that might reasonably be

expected to impair my objectivity or independence or judgment; and

- d. I shall not undertake any employment or service, whether compensated or not, which might reasonably be expected to prejudice my independence or judgment in the exercise of my responsibilities to the Member Municipality which I represent and to the Burlington County Municipal Joint Insurance Fund; and
  - e. Neither I or any business organization in which I have an interest shall represent any person or party other than the Member Municipality which I represent and the Burlington County Municipal Joint Insurance Fund in connection with any claim against any Member Municipality and the Burlington County Municipal Joint Insurance Fund; and
  - f. I shall not, at any time or in any manner, disclose, convey, transmit, copy or otherwise make available any information and/ or document(s) not generally available to the members of the public which I receive or acquire by reason of my position as an RMC for a Member Municipality and the Burlington County Municipal Joint Insurance Fund for the purpose of securing financial gain, directly or indirectly, for myself or for any other person;
3. I will use caution and discretion in the storage and/or disposal of any information or documents received, directly or indirectly, by me or by virtue of my relationship to the Member Municipality and the Burlington County Municipal Joint Insurance Fund.

4. I hereby recognize that, by virtue of my position as an RMC for a Member Municipality, I am entitled to participate in any or all discussions of claims related to the Member Municipality that I represent. I understand that the decision to permit me to participate in any of the discussions referred to previously in this document is a privilege granted by the Burlington County Municipal Joint Insurance Fund. I understand that the Fund and its Committees shall have the right to bar me from the discussion of any claims or other issues in the event that I violate any of the aforementioned standards. I also recognize that, by virtue of my position, I may acquire knowledge relating to other Member Municipalities other than the Member Municipality which I represent and, accordingly, I agree to be bound by this document in relation to any such information I may acquire.
5. In the event of a violation of this agreement by me, I recognize that I may be subject to punishment, sanctions, dismissal, and/or penalties, or a combination of these remedies which may be imposed by the Member Municipality on whose behalf I am acting, and I further recognize that the Burlington County Municipal Joint Insurance Fund may request that the local unit take such action. I further understand that any breach of this Agreement will constitute justifiable cause for the Burlington County Municipal Joint Insurance Fund to exclude me from closed sessions and committee meetings

**IN WITNESS WHEREOF**, I have hereunto affixed my signature on the date set forth below:

---

(Print Name)

---

(Signature)

---

(Date)

---

(Company Name)

---

(Title)