

**REQUEST FOR QUALIFICATIONS**  
**FOR**  
**WORKERS' COMPENSATION DEFENSE**  
**ATTORNEY**

**Issued by the**  
**Burlington County Municipal Joint Insurance Fund**  
**(BURLCO JIF)**

**Date Issued:**  
**Monday, August 27, 2018**

**Responses Due by:**  
**Friday, September 28, 2018 at 11:00 A.M.**

**REQUEST FOR QUALIFICATIONS (RFQ)**  
**FOR**  
**WORKERS' COMPENSATION DEFENSE ATTORNEY**

**I. PURPOSE AND INTENT**

Through this Request for Qualifications (RFQ), the Burlington County Municipal Joint Insurance Fund (hereinafter the "Fund") seeks to engage a Service Provider as **Workers' Compensation Defense Attorney** for the 2019 Fund Year commencing January 1, 2019 or upon appointment, whichever is later, with an option to renew the Service Contract for Fund Year(s) 2020 and 2021 under the same terms and conditions as set forth in the original Request for Qualifications. This Contract will be awarded through a "**fair and open**" process pursuant to N.J.S.A. 19:44A-20.4 et seq.; however, the Contract will require, as set forth in Exhibit C of this RFQ in the paragraph entitled "Political Contributions", that the Contract is being awarded under the "**non-fair and open**" guidelines. This RFQ complies with the best practices recommended by Office of the State Controller.

**II. PROPOSAL SUBMISSION**

Submit one (1) original paper copy, clearly marked as the "ORIGINAL" plus two (2) additional exact copies and a one complete copy of the submission on thumb drive. The proposal must be addressed to:

Paul A. Forlenza, Deputy Executive Director  
Burlington County Municipal Joint Insurance Fund  
6000 Sagemore Drive, Suite 6203  
P.O. Box 530  
Marlton, New Jersey 08053  
paul\_forlenza@ajg.com

**The proposal must be received by Friday, September 28, 2018 at 11:00 A.M.**

**Proposals will NOT be accepted unless provided as outlined above.**

**Any inquiry concerning this RFQ should be directed in writing to:**

Paul A. Forlenza, Deputy Executive Director  
Burlington County Municipal Joint Insurance Fund  
6000 Sagemore Drive, Suite 6203  
P.O. Box 530  
Marlton, New Jersey 08053  
paul\_forlenza@ajg.com

This Request for Qualifications is to solicit professional legal services. All documents and information submitted in response to this solicitation shall be available to the general public as required by the New Jersey Open Public Records Act N.J.S.A. 47:1A-1 et seq. The Fund will not be responsible for any costs associated with the oral and/or written presentation of the proposals. The Fund reserves the right to reject any and all proposals in whole or in part and waive such informalities as may be permitted by law. The Fund further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all vendors submitting proposals. The Fund reserves the right to negotiate contracts for such services and seek amendments to any proposal.

### **III. GENERAL INFORMATION ON THE FUNCTIONS OF THE FUND**

The Fund is organized pursuant to N.J.S.A. 40A:10-36 to provide Workers' Compensation insurance to its 27 member municipalities. The Fund also provides its members with a comprehensive risk control and claims management program. The Fund is controlled by a Board of Fund Commissioners that annually elects an Executive Committee. The Fund is regulated by the State of New Jersey Department of Banking and Insurance and the Department of Community Affairs.

### **IV. MINIMUM QUALIFICATIONS**

1. The responder shall demonstrate a consistent pattern of providing legal services to public entities, joint insurance funds or self-insured governmental entities and large corporate clients, and the responder must specify the results that have been achieved.
2. The responder must demonstrate a consistent and effective pattern of successfully defending employers in Workers' Compensation litigation. The responder must demonstrate that they have managed the litigation of workers' compensation matters through trial.
3. The responder must designate and provide resumes for all attorneys who are requested to serve as Assigned Defense Counsel or Approved Associates.
4. The responder must demonstrate their familiarity with the Fund's Litigation Management Guidelines (Exhibit D), and establish their ability to comply with all reporting requirements.
5. The responder shall be required to comply with the Standard Provisions which are attached to this RFQ as Exhibit "C".

## **V. MANDATORY CONTENTS OF PROPOSAL**

In its proposal, the responder must include the following:

1. Contact Information: Provide the name and address of the firm, the name, telephone number, fax number, and e-mail address of the individual responsible for the preparation of the proposal.
2. The hourly rate to be billed by Assigned Defense Counsel and Approved Associates is determined annually by the Fund. The hourly rates for 2018 are as follows: Assigned Defense Counsel - \$125.00 per hour; Approved Associates - \$110.00 per hour; Paralegals - \$65.00 per hour; a maximum \$55.00 charge per Court Appearance; and Occupational Cases to be paid at a rate of \$115.00 per hour. The rates include all reasonable office expenses in accordance with the Fund's Litigation Management Guidelines. Provide an acknowledgement of these rates, and indicate your willingness to accept these rates, as well as any rates as may be set by the Fund during the term of the Service Contract.
3. A statement detailing how the responder meets the minimum qualifications listed in Section IV. List the first item followed with the specific response, followed with the next item and the response, and so on. Also include a staffing plan listing those persons who you propose to be designated as Assigned Defense Counsel and Approved Associates in accordance with the Litigation Management Guidelines. This portion of the proposal should include the relevant resume information for the individuals who will be designated as Assigned Defense counsel and Approved Associates. This information shall further include, at a minimum, a description of the person's relevant professional experience, years, and type of experience, and number of years with the responder. The responder shall also include in an addendum a copy of the data forms required by the Department of Banking and Insurance pursuant to NJAC 11:15 – 2.6 (c) 8 and the Political Disclosure Statement attached as Exhibit "A" (See Standard Provisions, "Political Contributions" section, attached hereto as Exhibit "C" for the requirements of disclosure).
4. A description of the responder's experience in performing services of the type described in this RFQ. Specifically identify client size and specific examples of similarities with the scope of services required under this RFQ.
5. A description concerning specific and quantifiable cost savings the responder can demonstrate from similar engagements and the rational why the Fund should consider this experience when evaluating the responder.
6. A description of resources of the responder (i.e., background, location, experience, staff resources, financial resources, other resources, etc.).

7. The location of the office or offices at which the responder proposes to perform services required under this RFQ. Specifically, the responder must state in its proposal whether or not the responder is registered as a small business enterprise (“SBE”) with the New Jersey Commerce and Economic Growth Commission New Jersey’s Set-Aside Program.
8. At least five references including the contact names, titles, and phone numbers.
9. Any existing or potential conflicts of interest. Disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to this engagement, the Fund or any Member Municipalities of the Fund.

## **VI. INTERVIEW & CLARIFICATION**

The Fund reserves the right but has no obligation to interview any or all of the responders and the right to request clarifying information subsequent to submission of the proposal.

## **VI I. SELECTION PROCESS AND CRITERIA**

All proposals will be reviewed to determine responsiveness. Non-responsive proposals will be rejected without evaluation. For vendors that satisfy the minimum requirements, the Fund will evaluate proposals based on the following evaluation criteria (**Exhibit B**), separate or combined in some manner, and not necessarily listed in order of significance:

1. The responder’s proposed approach to providing the services required under this RFQ.
2. The responder’s documented experience in successfully completing contracts of similar size and scope.
3. The qualifications and experience of the attorneys to be assigned to the engagement.
4. Demonstrated knowledge of municipal joint insurance fund operations.
5. Demonstrated knowledge of municipal exposures and operations.
6. Demonstrated knowledge of and familiarity with workers’ compensation court vicinages where member municipalities are located and legal proceedings are likely to occur.
7. Demonstrated knowledge of NJSA Title 34 provisions contained therein.



## Exhibit “B” - Request for Qualifications

CRITERIA	CRITERIA WEIGHT PERCENTAGE*	ELIGIBLE POINTS (1, 3, OR 5)	TOTAL CRITERIA SCORE
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1	THE RESPONDER'S PROPOSED APPROACH TO PROVIDING THE SERVICES REQUIRED UNDER THIS RFO			
2	THE RESPONDER'S DOCUMENTED EXPERIENCE IN SUCCESSFULLY COMPLETING CONTRACTS OF SIMILAR SIZE AND SCOPE			
3	THE QUALIFICATIONS & EXPERIENCE OF THE ATTORNEYS TO BE ASSIGNED TO THE ENGAGEMENT			
4	DEMONSTRATED KNOWLEDGE OF MUNICIPAL JOINT INSURANCE FUND OPERATIONS			
5	DEMONSTRATED KNOWLEDGE OF MUNICIPAL EXPOSURES AND OPERATIONS			
6	DEMONSTRATED KNOWLEDGE OF AND FAMILIARITY WITH WORKERS' COMPENSATION COURT VICINAGES WHERE MEMBER MUNICIPALITIES ARE LOCATED AND LEGAL PROCEEDINGS ARE LIKELY TO OCCUR			
7	DEMONSTRATED KNOWLEDGE OF NJSA TITLE 34 AND PROVISIONS CONTAINED THEREIN			
<b>TOTALS</b>				

**THE FUND SHALL DETERMINE THE WEIGHTING OF EACH CATEGORY BEFORE RESPONSES ARE OPENED AND REVIEWED.**

**\* TOTAL WEIGHT PERCENTAGE MUST EQUAL 100**

**\*\* TOTAL SCORE IS DETERMINED BY MULTIPLYING WEIGHT % AND ELIGIBLE POINTS FOR EACH CATEGORY**

## Exhibit "C"

### STANDARD PROVISIONS Adopted by the FUND on August 15, 2012

Unless otherwise provided, the following provisions shall apply to the SERVICE CONTRACT between the SERVICE PROVIDER and the FUND:

**INDEMNIFICATION AND HOLD HARMLESS:** SERVICE PROVIDER shall indemnify and hold the FUND, its Commissioners, appointed officials and member municipalities harmless from any and all claims or liabilities arising out of the activities of the SERVICE PROVIDER, its employees and agents in connection with all activities undertaken by the SERVICE PROVIDER, pursuant to this Agreement. It is the intention of the parties that any claim for relief of any type being asserted against the FUND, its Commissioners, appointed officials and member municipalities, based upon any act or omission of the SERVICE PROVIDER, its affiliates and successors, shall be the responsibility of the SERVICE PROVIDER, and the SERVICE PROVIDER shall hold the FUND harmless from same.

**INSURANCE:** SERVICE PROVIDER shall provide, at its own cost and expense, proof of the following minimum insurance to the FUND:

Workers' Compensation: Statutory plus \$100,000/\$500,000/\$100,000 for employers' liability:

General Liability: \$1,000,000/\$2,000,000 CSL for bodily injury, property damage, and personal injury:

Automobile Liability: \$1,000,000 CSL covering all owned/non-owned, and hired automobiles:

Professional Liability Insurance: \$1,000,000/ \$1,000,000 aggregate:

Bond: If required by the by-laws or pursuant to NJAC 11:15-2 et seq., The SERVICE PROVIDER shall be bonded in a form and amount acceptable to the FUND's governing body

Failure by the SERVICE PROVIDER to supply written evidence of these coverages shall result in default. It is required that, wherever possible, the FUND be named as an "additional named insured" on any certificate of insurance. The insurance companies for the above coverages must be licensed, solvent and acceptable to the FUND. SERVICE PROVIDER shall not take any action to cancel or materially change any of the above insurance required under this Agreement without FUND approval. Maintenance of insurance under this section shall not relieve SERVICE PROVIDER of any liability greater than the insurance coverage.

**POLITICAL CONTRIBUTIONS:** The SERVICE PROVIDER and all persons holding 10% or more of the issued and outstanding stock of the SERVICE PROVIDER business entity or entitled to receive the benefit of 10% or more of the revenues and/or profits of the SERVICE PROVIDER business entity shall not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. during the term of this contract. Any contributions that, pursuant to P.L. 2004, c.19 would bar the SERVICE PROVIDER from the entry into this contract are prohibited. This includes any reportable contribution to any official, candidate, joint candidates committee or political party representing elected officials or candidates as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r) of any member local unit insured by the FUND.

**TERMINATION:** Both parties retain their right to cancel this Contract, at any time, "without cause", by providing thirty (30) days written notice of their intention to do so. The FUND shall be permitted to terminate the SERVICE PROVIDER immediately, "for cause". If the termination of the SERVICE PROVIDER is "for cause", then, in that event, the SERVICE PROVIDER shall be afforded the opportunity for a hearing before the FUND'S Executive Committee. The SERVICE PROVIDER must provide written notification to the FUND within seven (7) days of their notice of termination of their request for a hearing before the FUND'S Executive Committee. If the SERVICE PROVIDER fails to provide written notice within seven (7) days of their notice of termination, then their right to a hearing shall be deemed to be waived. At a hearing, the FUND'S Executive Committee, in their sole determination, shall decide whether the termination, "for cause," was appropriate and whether this Contract should be cancelled.

**OWNERSHIP OF RECORDS:** All records and data of any kind relating to the FUND shall belong to the FUND, and shall be surrendered to the FUND upon expiration or termination of this Agreement. At all times during the term of this Agreement and for a period of two (2) years following any termination or expiration, the FUND, its appointed officials and other designated representatives, as authorized by the FUND, shall have access to records and files maintained by the SERVICE PROVIDER for the FUND during normal business hours. Furthermore, such records, books, and files relating to the operation and business of the FUND are the property of the FUND, regardless of site stored. Information released to the SERVICE PROVIDER by the FUND for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties.

**PAYMENT:** Payment shall be made in monthly installments, provided the SERVICE PROVIDER submits a duly authorized voucher at least 10 days prior to the next regularly scheduled meeting of the FUND's governing body. This payment schedule is subject to any rules and regulations promulgated by the Department of Banking & Insurance and the Department of Community Affairs.

**INDEPENDENT CONTRACTOR STATUS:** The SERVICE PROVIDER at all times shall be an independent contractor, and employees of SERVICE PROVIDER shall in no event be considered employees of the FUND. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this Agreement or performance there under.

**ENTIRE AGREEMENT:** This instrument contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto.

**NEW JERSEY LAW:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

**BINDING ON SUCCESSORS AND ASSIGNS:** Except as otherwise provided herein, all terms, provisions and conditions of this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.

**NO ASSIGNMENT:** The SERVICE PROVIDER shall not assign this Agreement without the specific written consent of the FUND.

**MODIFICATION:** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the FUND and the SERVICE PROVIDER.

**NO WAIVER:** No waiver of any term, provision or condition contained in this Agreement, nor any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of any such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

**PARTIAL INVALIDITY:** If any term, provision or condition contained in this Agreement, or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, provision or condition contained in this Agreement shall be valid and enforced to the fullest extent permitted by the law provided, however, that no such invalidity shall in any way reduce services to be performed by the SERVICE PROVIDER to the FUND.

**CAPTIONS:** The captions or paragraph headings contained in this Agreement are solely for purpose of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

**CONFLICT of INTEREST:** This contract may be voided by the Fund Commissioners if the SERVICE PROVIDER fails to disclose an actual or potential conflict of interest as defined in the FUND's Bylaws, or in N.J.S.A. 40A:9-22.1 et. Seq. (the "Local Government Ethics Laws").

**PROPRIETARY INFORMATION:** The SERVICE PROVIDER shall not reveal to any third party any information that the FUND has defined as proprietary without the express written consent of the FUND. In addition, the SERVICE PROVIDER shall promptly advise the FUND upon being interviewed or retained by a prospective new client operating

in the field of casualty insurance involving public entities or public agencies in the State of New Jersey. Failure to comply with these requirements shall represent cause for termination of this agreement, in accordance with Section III of this agreement.

**ELECTRONIC MAIL:** The SERVICE PROVIDER agrees that it shall maintain and utilize the electronic mail systems in order to communicate with other service providers of the FUND and to meet reporting requirements of the Executive Director/Administrator's office. The SERVICE PROVIDER agrees that all financial and agenda reports shall be submitted in electronic formats established by the Fund Commissioners via electronic mail. The SERVICE PROVIDER further agrees that all personnel working under this contract shall have direct access to the SERVICE PROVIDER's electronic mail system and shall have individual electronic mail addresses.

**AFFIRMATIVE ACTION:** During the performance of this agreement, the SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the SERVICE PROVIDER, 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 SERVICE PROVIDER, where applicable, will send to each labor union or representative of 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 SERVICE PROVIDER's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The SERVICE PROVIDER, 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 of 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER shall furnish such reports or other documents 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 for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

**Burlington County Municipal Joint Insurance Fund Members**

Bass River Township	Medford Township
Beverly City	Mt. Laurel Township
Bordentown City	North Hanover Township
Bordentown Township	Palmyra Borough
Chesterfield Township	Pemberton Borough
Delanco Township	Pemberton Township
Delran Township	Riverside Township
Edgewater Park Township	Shamong Township
Fieldsboro Borough	Southampton Township
Florence Township	Springfield Township
Hainesport Township	Tabernacle Township
Lumberton Township	Westampton Township
Mansfield Township	Woodland Township
	Wrightstown Borough

**Burlington County  
Municipal Joint  
Insurance Fund**



■  
**South Jersey Communities Securing Their Future**



**Litigation  
Management  
Guidelines**

## PREFACE

Since the inception of the Burlington County Municipal Joint Insurance Fund (BURLCOJIF) in 1990, the BURLCOJIF has grown from ten to twenty-seven municipalities.

The Joint Insurance Fund concept has spread throughout the State of New Jersey and its success has resulted in tremendous monetary savings to the member municipalities and ultimately their taxpayers. The BURLCOJIF has been extremely successful in the handling and management of the claims of its member municipalities.

There has been a transition in the litigation philosophy of Fund. Early in the litigation process, the Fund Solicitor and Assigned Defense Counsel identify the cases in which the member municipality has strong liability defenses, and in those cases the Fund aggressively defends those cases. The serving of frivolous litigation notices and the early filing of Motions to Dismiss and Summary Judgment Motions are the strategies utilized to obtain the dismissal of these cases. The concept of settling a case for the cost of litigation is rarely an option. The goal is to send a message to the potential Plaintiffs and the Plaintiffs' bar that settlement monies will not be paid on cases where there are defenses available to the member municipality. Hopefully, this litigation philosophy will discourage the filing of claims in the future against our member municipalities. In those cases where the Fund Solicitor and Assigned Defense Counsel identify that the member municipality has liability issues, the Fund will endeavor to expeditiously proceed to mediation to explore the potential of resolving the case without incurring substantial legal expenses defending the claim.

Our professionals each play a very important role in the success of the Fund; however, the Assigned Defense Counsel occupies the trenches, and the Fund relies upon them for their ultimate successes in litigating the claims.

The Fund Professionals engage in daily communications regarding the day to day handling of claims. The Fund Solicitor conducts annual meetings with Assigned Defense Counsel and Approved Associates, and annual meetings with the Supervisors and Adjusters from the Claims Administrator's staff to discuss current trends and issues and to improve the performance of the Fund Professionals in the handling of claims. In addition to the daily communications and these meetings, these Litigation Management Guidelines are intended to be an invaluable tool to insure the efficient, effective and consistent management of our claims.

It is essential that each of the designated Assigned Defense Counsel and Approved Associates review these guidelines periodically and have their support staff also regularly familiarize themselves with these Guidelines to insure compliance in the best interest of the Fund and the member municipalities.

As always, the Fund Professionals will continue to work together as a team in the aggressive, effective and efficient management of litigated matters on behalf of the member municipalities and their employees and elected officials.

David S. DeWeese, Esquire  
Fund Solicitor, BURLCOJIF

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**BURLINGTON COUNTY MUNICIPAL JOINT INSURANCE FUND**  
**LITIGATION MANAGEMENT GUIDELINES**

**I. INTRODUCTION.**

The purpose of these Litigation Management Guidelines is to outline the BURLCOJIF's litigation philosophy, describe the roles and relationships of the parties to the litigation process and to supplement The BURLCOJIF Bylaws, Plan of Risk Management and other policies established by the Fund Executive Committee.

Recognizing that the total cost of administering and resolving litigated claims can be very expensive, the Fund has been providing, and is determined to continue to provide, quality Assigned Defense Counsel, at very reasonable hourly rates, as an essential part of our risk management program. In an effort to mesh the quality of our protection with reasonable cost control measures, we have established a protocol for litigation management which will serve the best interests of the member municipalities, Assigned Defense Counsel, and the Fund. The parameters within which Assigned Defense Counsel and the Claims Administrator's staff will operate during the course of litigation will be clearly defined in these Guidelines. It is our firm belief that an active and well-understood relationship between our Claims Administrator's staff, our Fund Solicitor, and Assigned Defense Counsel is essential to the continued success of the Fund.

Outstanding, effective and efficient litigation defense for our member municipalities will be provided when all of the parties involved combine their skills and resources and effectively communicate from the inception of a claim until its ultimate disposition. It is imperative that every expense incurred during the litigation process which contributed to the defense or resolution of claim was reasonable and necessary. Our "loss experience" is comprised of two factors: loss and expense, and it is our goal to control both of these factors while still maintaining our litigation philosophy.

Therefore, a collaborative effort by all parties to the litigation process is essential to accomplishing this goal. Jointly, we shall endeavor to identify and clarify all pertinent issues at the earliest possible stage of litigation. Thereafter, once the litigation strategy has been established, it is incumbent on this "team" to proceed immediately toward an expeditious, efficient, cost effective and just conclusion of a claim. Disposition of a claim at the earliest possible date is highly desirable and is in the best interest of our member municipalities.

## **II. ROLE OF CLAIMS ADMINISTRATOR.**

The contracted Claims Administrator for the BURLCOJIF is an integral member of the litigation team. The Claims Administrator is our Claims Manager and is charged with the responsibility of the initial handling of claims prior to suit, and then vigilantly and proactively anticipating and initiating all reasonable action necessary to investigate the claims and control the claims and its cost for the Fund and its member municipalities. It is for these reasons that the Claims Administrator's staff will always retain primary responsibility for the management of a claim from its inception through final disposition. The Claims Administrator's staff will work closely with our Fund Solicitor and the Assigned Defense Counsel, and they will continually monitor all assignments. The Claims Administrator's staff will not abandon control of the litigation to Assigned Defense Counsel.

The Claims Administrator's staff shall be responsible to thoroughly investigate all claims upon receiving the initial notice of the claim. The Municipal Claims Coordinators for the respective municipalities should be utilized to obtain all required information and documentation in order to analyze and effectively prepare for the defense of the claim. The Claims Administrator's staff should contact the Fund Solicitor for any assistance required in the investigation and evaluation of a claim. In addition, they should consult with the Fund Solicitor regarding any potential pre-suit assignments to Assigned Defense Counsel. If a claim, on a file where suit has not been filed, is being presented for Payment Authority Request (PAR) to the Claims Review Committee, the Claims Administrator's staff shall provide a copy of the file to the Fund Solicitor prior to the submission of the PAR so that the Fund Solicitor can properly evaluate the claim and advise the Claims Review Committee. If the claim cannot be settled prior to suit, the Claims Administrator's staff shall request that the Fund Solicitor assign a member of the Assigned Defense Counsel panel to handle the defense of the member municipality and/or their employee(s) in the litigation. The assignment shall be confirmed in writing by the Fund Solicitor and the Fund Solicitor shall provide the Assigned Defense Counsel with instructions regarding the handling of the claim.

The Claims Administrator's staff shall assist the Assigned Defense Counsel in conducting as complete an investigation as is necessary to evaluate the member municipalities' liability exposure, and thereafter, based upon that liability determination, a strategy will be developed for the appropriate handling of the matter.

Prior to suit being filed, it is the Claim Administrator's responsibility to investigate, negotiate and settle claims; however, once suit is filed, all of the further investigation and negotiations will be coordinated by the Assigned Defense Counsel, in consultation with the Fund Solicitor and the Claims Administrator's staff after receiving the required authority from the Claims Review Committee. Both the Claims Administrator and Fund Solicitor will be kept apprised of the status of all settlement negotiations.

When a settlement cannot be negotiated or it is determined that the claim will be aggressively defended, the Claims Administrator's staff shall work closely with our Assigned Defense Counsel to prepare the matter for Trial as expeditiously as possible. For cases in which the potential damages are significant, the Claims Administrator's staff shall provide detailed quarterly reports of such claims to the Executive Director in accordance with the established "Large Loss" reporting requirements.

### **III. ROLE OF ASSIGNED DEFENSE COUNSEL AND APPROVED ASSOCIATES.**

The Assigned Defense Counsel who is handling litigation on behalf of a member municipality and/or its employee(s) owes the Fund member/employee the highest degree of care and good faith during his or her professional representation. The Fund's contractual duty to provide a defense to the member municipality encompasses the expectation, by both the member municipality and the Fund, that Assigned Defense Counsel will use their best efforts to avoid or limit the member municipalities' liability and to limit or avoid of damages.

In all matters, the Fund expects that Assigned Defense Counsel will abide by the New Jersey's Rules of Professional Conduct and the BURLCOJIF's Conflict of Interest Policy.

Once litigation begins, the Fund expects Assigned Defense Counsel to take an aggressive approach in the handling of the case. If warranted, it is expected that Motions to Dismiss and Summary Judgment Motions will be filed at the earliest date possible in the litigation. In cases where it is determined that the litigation is frivolous based upon a lack of jurisdiction or otherwise, Assigned Defense Counsel shall immediately provide notice to the Plaintiff's attorney in accordance with Rule 1:4-8. If the filing of a Motion to Dismiss is deemed to be appropriate, it should be filed at the earliest date possible. It is imperative that Summary Judgment Motions are filed immediately upon the expiration of the Discovery End date, if not sooner. Those Motions should assert the Title 59 defenses that are available in each particular case. It should be clear that our Assigned Defense Counsel's aggressive, pro-active approach to the pursuit of the early dismissal of cases will be expected.

Unless a case is so unique in its factual and/or legal contents, it is anticipated that time entries for extensive legal research will not appear on Assigned Defense Counsel's billings. The Fund Solicitor maintains a Brief and Opinions Bank containing effective briefs and judicial decisions dealing with commonly litigated issues. This Brief and Opinion Bank is accessible by all members of the defense panel. These briefs and opinions, together with the vast experience of our Assigned Defense Counsel in the defense of municipalities, should eliminate and control any extensive research expenses.

There are certain litigation expenses that require Assigned Defense Counsel to obtain the prior approval from the Claims Administrator's staff and the Fund Solicitor. Those expenses include any experts fees and expenses and any depositions which occur outside of the State of New Jersey. Assigned Defense Counsel must submit a request for the approval of these litigation expenses at least sixty (60) days before the date required for the expense to be incurred.

Assigned Defense Counsel shall submit to the Claims Administrator's staff and the Fund Solicitor the following: written summaries of all interrogatories and depositions; written summaries of all medical records received; written summaries of all mediation sessions; a written summary of any Arbitration Hearing; written summaries of any judicial decisions on Motions and written summaries of all settlement recommendations. The goal of Assigned Defense Counsel shall be to provide these summaries within fifteen (15) days of the occurrence of the event. In addition, Assigned Defense Counsel shall regularly review their litigation budget, and shall revise the budget when necessary. Any revisions to the budget shall be accompanied by a detailed explanation as to why the budget is being amended.

On April 26, 2016, the Fund, by the adoption of Resolution #2016-\_\_\_, established procedures for Assigned Defense Counsel's authorized delegation of litigation tasks. Those procedures are incorporated into these Litigation Management Guidelines, and they should be strictly adhered to by all Assigned Defense Counsel. The procedures are set forth below.

**PROCEDURES FOR ASSIGNED DEFENSE COUNSEL'S AUTHORIZED  
DELEGATION OF LITIGATION TASKS**

- 1.) The Burlington County Municipal Joint Insurance Fund (BURLCOJIF) shall, by Resolution, annually approve a list of all the Assigned Defense Counsel and the Approved Associates that are permitted to perform work on BURLCOJIF files in accordance with the procedures set forth below.
- 2.) "Assigned Defense Counsel" shall be defined as experienced and qualified defense attorneys who are approved by Resolution of the Executive Committee of the BURLCOJIF to be assigned files to defend BURLCOJIF members in General Liability and Workers' Compensation matters.

- 3.) "Approved Associates" shall be defined as those individual attorneys, who are Associates of Assigned Defense Counsel, who are approved by Resolution of the Executive Committee of the BURLCOJIF, and may be assigned by Assigned Defense Counsel to perform certain authorized litigation tasks as herein delineated.
- 4.) When a Defense Assignment is initially received from the Fund Solicitor by Assigned Defense Counsel, he/she should review the Complaint and any file materials, perform the appropriate in-house conflict of interest review and, if appropriate, forward the executed Acceptance of Assignment to the Fund Solicitor, the Claims Administrator Supervisor and the Claims Administrator Adjuster assigned to the file.
- 5.) Assigned Defense Counsel should prepare and completely review the Answer that is to be filed with the Court to ensure that the appropriate Answers, Separate Defenses, Crossclaims and Third Party Claims have been included. All Answers should be executed by the Assigned Defense Counsel only. While Approved Associates may assist in the preparation of the first draft of the Answer, it must be reviewed and approved by Assigned Defense Counsel prior to being placed in final form.
- 6.) Written Discovery requests and responses may be drafted by Approved Associates; however, the drafts must be reviewed and approved by Assigned Defense Counsel and executed by Assigned Defense Counsel.
- 7.) The forwarding of Subpoenas, legal research projects, the compilation of medical records, appearances at Scheduling Conferences, and the discovery motion practice may be handled by an Approved Associate. However, all discovery motions must be reviewed, approved and executed by Assigned Defense Counsel.
- 8.) All meetings with representatives of the member municipality shall be attended by the Assigned Defense Counsel.
- 9.) Discovery Depositions of the Plaintiffs, all representatives of the member municipalities, and all experts must be attended by the Assigned Defense Counsel. With regard to discovery depositions of fact witnesses to the litigation, the Assigned Defense Counsel should make every effort to attend said Depositions; however, if the Assigned Defense Counsel is unable to attend, as a result of a Trial commitment or is otherwise unavailable, with the approval of the Fund Solicitor, an Approved Associate may attend and handle those Depositions.

- 10.) All Briefs in support of Motions for Summary Judgment must be prepared and executed by Assigned Defense Counsel. While an Approved Associate may assist in the preparation of the Brief, the Assigned Defense Counsel shall be primarily responsible for the preparation, review and execution of all Briefs submitted that are submitted to the Court.
- 11.) All Oral Arguments on Motions for Summary Judgment must be attended by the Assigned Defense Counsel. There shall be no exceptions.
- 12.) All Arbitration and Mediation Statements must be prepared and executed by the Assigned Defense Counsel, and all Arbitration sessions and Mediation sessions must be attended by the Assigned Defense Counsel.
- 13.) All Settlement Conferences must be attended by the Assigned Defense Counsel.
- 14.) All de bene esse Depositions must be conducted by the Assigned Defense Counsel.
- 15.) There shall be no duplicate billing for the attendance of Assigned Defense Counsel and an Approved Associate at any court appearance, deposition, arbitration session, mediation session or meeting. The billing shall be for Assigned Defense Counsel's attendance only.
- 16.) All Hearings and Conferences in Workers' Compensation Court must be attended by Assigned Defense Counsel unless there has been prior approval granted by the Fund Solicitor.
- 17.) All Trials must be attended and conducted by the Assigned Defense Counsel. There shall be no exceptions.

#### **IV. FUND SOLICITOR.**

The Fund Solicitor shall have the exclusive responsibility for the selection and assignment of Assigned Defense Counsel to all cases subject to the provisions of the Bylaws of the Fund. His selection shall be limited to the list of contracted Assigned Defense Counsel who are approved annually by the Executive Committee. The Fund Solicitor shall be responsible for the evaluation of Assigned Defense Counsel and Approved Associates, and he shall provide the Fund with an annual Defense Panel Report. He shall also participate in the evaluation of liability issues in each case, the litigation strategies employed, the evaluation of the settlement values of cases, and the negotiation of any settlement. The Fund Solicitor shall have the responsibility to assist the Claims Administrator's staff in the pre-litigation investigation and evaluation of claims. He shall also monitor the performance and billings of Assigned Defense Counsel and Approved Associates, and shall generally assist in the management of all claims in litigation. The Fund Solicitor shall attempt to resolve all disputes between the Claims Administrator's staff and Assigned Defense Counsel so as to assure the orderly implementation of the policies and guidelines outlined herein. Whenever necessary, the Fund Solicitor shall assist in obtaining the member municipality's cooperation.

At least annually, the Fund Solicitor shall organize a meeting with all Assigned Defense Counsel and Approved Associates to review policies, procedures and guidelines of the Fund as they relate to the efficient and effective defense of claims against the Fund. In addition, the Fund Solicitor shall meet periodically with representatives of the Claims Administrator's staff to discuss and evaluate the performance of Assigned Defense Counsel and Approved Associates, to provide updates in the law that affect the claims against the Fund's member municipalities, to provide advice on the handling of specific claims, and to discuss the Fund's litigation strategies. Finally, the Fund Solicitor shall periodically review and update the Litigation Management Guidelines.

## V. INTERACTION OF ALL PARTIES WITH THE GOAL OF PROMPT DISPOSITION.

The efficient resolution of claims will depend upon the extent of cooperation and assistance the "Defense Team" extends to each other. Although we expect each professional to be responsible for his or her assigned tasks, these duties cannot be accomplished without complete cooperation between all members of the "Defense Team." The key to effective, efficient and successful management of these claims is **communication**.

The Fund Solicitor, Assigned Defense Counsel and the Claims Administrator's staff share the common goal of prompt disposition of all litigation. An exchange of opinions is not only encouraged, but required, in order to identify pertinent issues and outline the most effective course available to defend the claim in the best interest of the Fund and the member municipality. Even though independent judgment must be exercised by Assigned Defense Counsel and the Claims Administrator's staff, the obligation to ensure the maintenance of open lines of communication is held equally by Fund Solicitor, Assigned Defense Counsel and the Claims Administrator's staff. Each party must be available to receive and exchange ideas and opinions whenever necessary.

Upon the assignment of a claim to Assigned Defense Counsel, the Claims Administrator's staff and the Municipal Claims Coordinator for the member municipality should immediately provide the Assigned Defense Counsel with all of the investigative documents and information gathered prior to the Defense assignment in order to avoid duplication of effort. Assigned Defense Counsel should thereafter promptly advise the Claims Administrator's staff of all pertinent information that he or she has obtained. Should additional investigation is determined to be required, the Fund Solicitor, the Claims Administrator's staff and the Assigned Defense Counsel must determine how the task will be accomplished most efficiently and who will accomplish the task. Communication must then continue with a constant view toward the aggressive defense of the claim with the ultimate goal being the timely resolution of the claim. Disposition of claims against the Fund is most often accomplished through Motions to Dismiss, the voluntary execution of Stipulations of Dismissal and Motions for Summary Judgment; however, there are some claims, based upon the liability issues that have been identified, that are settled. The

primary responsibility and authority for settlement shall be a collaborative effort between the Fund Solicitor, Assigned Defense Counsel and the Claims Administrator's staff, subject to the provisions of the Bylaws of the Fund and the Risk Management Program. It shall be the responsibility of all of these parties to effectively communicate to the Executive Committee the reasons why a case should be settled together with their respective opinions regarding the fair settlement value of the case. It shall then be determined between all parties how to best communicate any settlement offers to Plaintiff's Attorney, and to ultimately negotiate a settlement of the claim.

As detailed previously in these Litigation Management Guidelines, if it is determined that there are liability issues on a particular claim, the Mediation process will be explored. The Fund Solicitor has compiled, through the recommendations of Assigned Defense Counsel and the Claims Administrator's staff, a list of preferred Mediators. Through the cooperative efforts of the Fund Solicitor, Assigned Defense Counsel and the Claims Administrator's staff, an appropriate Mediator will be selected, and the matter shall proceed expeditiously with the goal being to dispose of the claim early in the litigation process prior to incurring substantial legal expenses.

## VI. FEES AND EXPENSES.

All Assigned Defense Counsel for the Fund, have been chosen for their experience in aggressively defending municipalities and municipal employees in litigation, and for their vast knowledge of municipal law with emphasis on Title 59 and related issues. Therefore, it is expected that pro-forma briefs, motions, interrogatories, etc. should be billed accordingly. Assigned Defense Counsel is encouraged to utilize the Brief and Opinion Bank that has been established by the Fund Solicitor for the preparation of all briefs.

However, where a unique issue is involved and extraordinary research, etc., is necessary, the Fund expects that Assigned Defense Counsel will have obtained the prior approval from the Fund Solicitor and the Claims Administrator's staff before incurring the expense. All conclusions, results and/or memoranda from the legal research should be submitted to the Claims Administrator's staff and the Fund Solicitor for their review. .

All billing statements must be itemized with expenditures in one-tenth of an hour increments and submitted to the Fund Solicitor and the Claims Administrator's staff on a quarterly basis together with the Quarterly Litigation Report. The date, description of the services rendered, and identity of the persons providing such service must be provided for each entry. **The Fund should not be billed by Assigned Defense Counsel for the preparation of any Reports required by these Litigation Management Guidelines.** Appropriate documentation must be provided for out-of-pocket costs and disbursements. Each interim and final statement will reflect current period outstanding fees plus cumulative paid fees and expenses from the inception of the legal activities of the file. The Claims Administrator and the Fund Solicitor will review all billing statements for services rendered and make appropriate inquiries on any questionable items to the Assigned Defense Counsel. Any Billing Guidelines that are approved by the Fund shall be strictly adhered to by all Assigned Defense Counsel.

## VII. REVIEW OF LEGAL SERVICE.

Occasionally, the Fund may audit and review the legal product of Assigned Defense Counsel. It is expected that Assigned Defense Counsel will cooperate with the Fund and make available all files requested for review.

The review will address the overall quality of the legal work performed including the following:

1. Services performed by Assigned Defense Counsel:
  - a. Was contact promptly made with the member municipalities' representatives and Claims Administrator's staff?
  - b. Did the Assigned Defense Counsel follow the initial instructions and guidelines set forth by the Claims Administrator's staff and Fund Solicitor?
  - c. Were responsive pleadings filed in a timely manner?
  - d. Did Assigned Defense Counsel report recommendations for defending the claim to the Claims Administrator's staff and the Fund Solicitor in a timely manner?
  - e. Did Assigned Defense Counsel perform any research that required prior authorization, and did the Fund benefit from the research?
  - f. Did the Assigned Defense Counsel promptly perform and provide reports regarding all reasonable and necessary discovery?
  - g. Did Assigned Defense Counsel effectively communicate with all necessary parties at all stages of the litigation?
  - h. Did Assigned Defense Counsel aggressively move the case to a conclusion and was there a constant attempt to seek early disposition?
  - i. Did Assigned Defense Counsel submit required reports, billings and budgets on a complete and timely basis, and were these reports, billings and budgets accurate?
  - j. Did Assigned Defense Counsel promptly file appropriate Motions to Change Venue, Motions to Dismiss, and Summary Judgment Motions?

2. The fees for legal services rendered compared with the work performed:
  - a. Were the billings within the approved fee guidelines?
  - b. Were the billings itemized to one-tenth of an hour?
  - c. Were the billings submitted at appropriate intervals?
  - d. Were the billings excessive for the work that was performed?
  - e. Were the services performed or the fee charged commensurate with the complexity of the case assigned?

## **VIII. CONCLUSION.**

The purpose of these Litigation Management Guidelines is to detail the expectations of the Claims Administrator's staff, Assigned Defense Counsel, Approved Associates and the Fund Solicitor in the handling of claims on behalf of the Fund and the Fund's member municipalities. Adherence to these guidelines will result in the most efficient and effective disposition of litigation, and will also produce a cost effective benefit to the member municipalities of the Fund. The Fund firmly believes that an aggressive and consistent litigation philosophy, in accordance with these Litigation Management Guidelines is in the best interest of the Fund and its member municipalities.

SAMPLE ASSIGNMENT LETTER

\_\_\_\_\_, 2006

Attorney  
Address

Re:

Dear \_\_\_\_\_:

Enclosed herewith please find a copy of a Summons and Complaint which have been filed in the above-captioned matter in the Superior Court of New Jersey, County of \_\_\_\_\_. I am assigning the defense of this matter to you on behalf of the Burlington County Municipal Joint Insurance Fund (BURLCOJIF) member, \_\_\_\_\_.

This matter arises from the Plaintiff's allegations that on.....

Initially, I would request that you immediately make the appropriate investigation in your office to determine whether a conflict exists regarding this matter. Please advise Scibal Associates, as well as my office, as soon as possible, if a conflict does, in fact, exist.

Please adhere to the Litigation Management Guidelines of the Burlington County Municipal Joint Insurance Fund in the handling of this matter. In accordance with those Guidelines, the Initial Acceptance of Assignment should be returned immediately, the Thirty (30) Day Report will be due on \_\_\_\_\_, and the Sixty (60) Day Report will be due on \_\_\_\_\_.

The Claim Adjuster handling this matter is \_\_\_\_\_ of Qual Lynx, and Diane LeFever, Claim Supervisor, and I should be provided with copies of all reports regarding this matter.

All billings must be submitted quarterly, with the original bill going to the claim adjuster and copies to this office and the claim supervisor. The bills must be attached to the quarterly report as outlined in the Litigation Management Guidelines.

Be advised that all Independent Investigations, Independent Medical Examinations and Expert Witnesses which may be required in this matter are to be coordinated through the Claims Adjuster and Claims Supervisor from Qual Lynx.

Attorney  
Re:  
Date  
Page Two

Within five (5) to ten (10) days, you will be receiving a copy of the Qual Lynx file concerning this matter. If you have not received this information within said time period, please contact me immediately.

As I am sure you are aware, these General Liability matters are reviewed on a monthly basis by the Burlington County Municipal Joint Insurance Fund Executive Committee. Therefore, any settlement authority in this matter must be approved by the Committee, which in some cases may take up to thirty (30) days.

Finally, be advised that the Municipal Claim Coordinator for \_\_\_\_\_ is \_\_\_\_\_, at \_\_\_\_\_. Any requests for information for answers to Interrogatories and the scheduling of Depositions should be arranged through said Municipal Claims Coordinator.

If you have any questions or need for additional information please do not hesitate to contact me.

Very truly yours,  
***THE DEWEESE LAW FIRM, P.C.***

David S. DeWeese

DSD/b

Enclosure

cc: Paul Miola, Executive Director, ACMJIF  
Chris Roselli, Qual Lynx Account Manager  
Diane LeFever, Qual Lynx Claim Supervisor  
\_\_\_\_\_, Claim Adjuster, Qual Lynx Associates  
\_\_\_\_\_, Fund Commissioner  
\_\_\_\_\_, Municipal Claim Coordinator

OUTLINE OF REPORTS TO BE SUBMITTED BY ASSIGNED DEFENSE COUNSEL TO  
THE CLAIMS ADMINISTRATOR AND THE FUND SOLICITOR

- I. Initial Acceptance of Assignment. To be returned immediately upon receipt of assignment. (Form)
- II. Thirty-Day Report. To be completed within 30 days of assignment. (Form)
- III. Sixty-Day Report. This report is identical to the thirty-day report. The 30-day report should be copied and that portion which was not completed should be answered and any changes necessary should also be made to the form. (Form)
- IV. Quarterly Report. These reports are due at the end of every quarter subsequent to the filing of the sixty-day report. They should indicate the status since the last report and what remains to be completed on the file. (Form)
- V. Discovery Completion Report. This report is a narrative that is due within ten (10) days of the Discovery End date. The items to be contained in this report are as follows:
  - A. General statement of facts, with references to the relevant interrogatory answers and testimony at depositions;
  - B. Assessment of liability, with reference to Statutory Law and Case Law, if necessary;
  - C. Assessment of damages, with reference to the method of determination and a detailed description of the Plaintiff's injuries and the Plaintiff's current condition. If possible, the determination of damages should be broken down into the various components, such as pain and suffering, lost wages, loss of services, property damage, etc.
  - D. Assessment of the credibility of all parties and witnesses.
  - E. Recommendations of Assigned Defense Counsel. (For example, is the case able to be settled? Should it be settled or should the case proceed to Arbitration? Are there any Motions that should be filed, and if so, what type of Motion should be filed and when will it be filed? What is the likelihood of success on any Motion to be filed?)
- VI. Pre-Arbitration/Pre-Mediation Report. This report must be submitted at least five (5) working days prior to any scheduled Mediation and/or Arbitration. (Form)
- VII. Post-Arbitration/Post-Mediation Report. This report must be submitted within five (5) working days after the Mediation and/or Arbitration. This report should not be a review of all of the facts of the case, but instead it should indicate who attended the session, Assigned Defense Counsel's impressions of all individuals who were present, Assigned Defense Counsel's evaluation of the Mediator or Arbitrators, the results of the Mediation/Arbitration, the rationale of the Arbitrators in arriving at their decision or the opinion of the Mediator as to the fair settlement value of the case, and Assigned Defense Counsel's recommendations as to whether the case should be settled or whether the case should proceed to Trial. (Form)
- VIII. Pre-Trial Report. This report must be submitted at least Thirty (30) days prior to the scheduled date for Trial. (Form)

- IX. Miscellaneous Reports. The Assigned Defense Counsel should advise the Claims Administrator's staff and the Fund Solicitor when a significant event occurs during the course of the litigation. For example, if a witness suddenly appears who can have a determinative effect on liability or damages, or if facts are determined that might adversely impact the claim or the defense of any party, notice should be provided immediately. This report should be by way of correspondence. Additionally, the Claims Administrator's staff and the Fund Solicitor must immediately receive copies of all Motions filed by any party, the return dates, and all other scheduled appearances, such as Arbitration, Mediation, Oral Argument on Motions, etc.
- X. Post-Litigation Analysis. To be submitted within ten (10) working days of the completion of the litigation, whether case settled, dismissed, or tried to a verdict. (Form)

*Please note that the original of all reports, along with any enclosures, is to be forwarded to the Claims Adjuster assigned to the claim. A copy of the reports, with copies of enclosures, must be emailed to the Fund Solicitor, and a copy of the reports only is to be emailed to the Claims Supervisor. The Claim Administrator's staff and the Fund Solicitor should receive copies of all pleadings.*

**INITIAL ACCEPTANCE OF ASSIGNMENT**

**CAPTION:** \_\_\_\_\_

**MEMBER MUNICIPALITY/EMPLOYEE:** \_\_\_\_\_

**QUAL LYNX CLAIM NO:** \_\_\_\_\_

**DATE OF LOSS:** \_\_\_\_\_

**ASSIGNED DEFENSE COUNSEL INITIALLY ASSIGNED TO THIS MATTER:** \_\_\_\_\_

**TO THE BURLINGTON COUNTY MUNICIPAL JOINT INSURANCE FUND:**

I have been assigned the above captioned matter to defend the litigation on behalf of \_\_\_\_\_ . Our Law Firm hereby makes the following representations to the Burlington County Municipal Joint Insurance Fund:

1. Assigned Defense Counsel who shall be responsible for this file is:  
\_\_\_\_\_
  
2. The Approved Associate(s) who will perform work on this file is (are):  
\_\_\_\_\_
  
3. The Assigned Defense Counsel, the Approved Associate(s) and this law firm have the experience and requisite ability necessary to handle this matter.
  
4. The Assigned Defense Counsel, the Approved Associate(s) and this law firm will have the time available to properly represent the member municipality and its employee(s), including the preparation for and attendance at all depositions, hearings, and trial.
  
5. The Assigned Defense Counsel, the Approved Associate(s) and this law firm will comply with the Burlington County Municipal Joint Insurance Fund's policies and procedures relating to litigation (including billing procedures).
  
6. The Assigned Defense Counsel, Approved Associate(s) and this law firm have no ethical or legal conflicts that would disqualify the firm or the attorney(s) from representing the defendants insured by the Burlington County Municipal Joint Insurance Fund in the pending litigation.

Law Firm: \_\_\_\_\_

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

Esquire

Date: \_\_\_\_\_

Original: Claim Adjuster \_\_\_\_\_ (W/enclosures)

cc: Fund Solicitor: David S. DeWeese, Esquire (W/enclosures)

Claim Supervisor: Diane LeFever (W/out enclosures)

\_\_\_\_\_ 30 Day Report (Due \_\_\_\_\_)

\_\_\_\_\_ 60 Day Report (Due \_\_\_\_\_)

**DEFENSE ATTORNEY'S SUIT STATUS REPORT**

THE COMPLETED 30-DAY REPORT SHOULD BE COPIED  
AND USED AS THE BASIS FOR THE 60-DAY REPORT.  
(Attach extra sheets, if necessary)

DATE OF REPORT: \_\_\_\_\_

CAPTION: \_\_\_\_\_

MEMBER MUNICIPALITY/EMPLOYEE: \_\_\_\_\_

QUAL LYNX CLAIM NO: \_\_\_\_\_

DATE OF LOSS: \_\_\_\_\_

**A. GENERAL INFORMATION**

A. 1. PLAINTIFF

Name: \_\_\_\_\_

Age: \_\_\_\_\_

Marital Status: \_\_\_\_\_

No. of Dependents: \_\_\_\_\_

A. 2. CO-DEFENDANT(S)

A. 3. THIRD PARTY DEFENDANT (S)

A. 4. Have you received the contents of the file from Qual Lynx?

Yes \_\_\_\_\_ No \_\_\_\_\_

A. 5. Does the file contain all information and/or documentation necessary to evaluate the liability and damages issues in this case?

Yes \_\_\_\_\_ No \_\_\_\_\_

If not, what information and documentation is required?

**B. LITIGATION INFORMATION**

B. 1. Court:

Venue:

Jury Trial: Yes \_\_\_\_\_ No \_\_\_\_\_

Bifurcation: Yes \_\_\_\_\_ No \_\_\_\_\_

- B. 2. Designated Trial Counsel:  
 This Defendant: \_\_\_\_\_  
 Co-Defendant(s): \_\_\_\_\_  
 Plaintiff: \_\_\_\_\_  
 Third Party Defendant(s): \_\_\_\_\_  
 Plaintiff's Attorney's Experience: \_\_\_\_\_  
 \_\_\_\_\_
- B. 3. Date Complaint Filed: \_\_\_\_\_  
 Date Answer Filed: \_\_\_\_\_  
 Date Crossclaim Filed: \_\_\_\_\_  
 Date Third Party Claim Filed: \_\_\_\_\_  
 Names of Third Party Defendant (s): \_\_\_\_\_  
 Frivolous Lawsuit Notice (R. 1:4-8) to Plaintiff's Attorney: \_\_\_\_\_
- B. 4. Plaintiff's Cause(s) of Action (Negligence, wrongful death, civil rights, property damage, etc.):  
 \_\_\_\_\_  
 \_\_\_\_\_
- B. 5. Interrogatories Propounded      Yes \_\_\_\_\_      No \_\_\_\_\_  
 Date(s): \_\_\_\_\_  
 Date Answers to Interrogatories propounded by this Party are due:  
 Plaintiff: \_\_\_\_\_  
 Co-Defendants \_\_\_\_\_  
 Third Party Defendant(s) \_\_\_\_\_  
 Parties upon whom Interrogatories were propounded:  
 \_\_\_\_\_  
 \_\_\_\_\_
- B. 6. Depositions Scheduled:      Yes \_\_\_\_\_      No \_\_\_\_\_  
 Date(s): \_\_\_\_\_  
 Parties and Witnesses to be deposed: \_\_\_\_\_  
 \_\_\_\_\_
- B. 7. Discovery End Date: \_\_\_\_\_
- B. 8. Anticipated Trial Date: \_\_\_\_\_
- B. 9. Plaintiff's Demand For Damages: (Pursuant to R.4:52)

**C. PRELIMINARY LITIGATION STRATEGY**

- C. 1. Should any party (ies) be added      Yes \_\_\_\_\_      No \_\_\_\_\_  
 If Yes, state name(s) and what has been (will be) done to add said party(ies):  
 \_\_\_\_\_  
 \_\_\_\_\_
- C. 2. Is (Are) there any unknown party(ies)?      Yes \_\_\_\_\_      No \_\_\_\_\_  
 Have they been appropriately noted at time Answer filed? Yes \_\_\_\_\_      No \_\_\_\_\_  
 Are any special investigative services required to determine identity? Yes \_\_\_\_\_      No \_\_\_\_\_  
 Explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- C. 3. Will any preliminary Motions be required?  
(Venue, Jurisdiction, Motion to Dismiss, Title 59 defenses, Summary Judgment, etc.)?  
State nature of Motion, factual basis for same, and return date or anticipated return date \_\_\_\_\_  
\_\_\_\_\_
- C. 4. Besides the standard negligence defenses, have any special defenses been asserted (e.g., Title 59 defenses)? Yes \_\_\_\_\_ No \_\_\_\_\_  
If Yes, state the nature of the defense and factual basis for same. \_\_\_\_\_  
\_\_\_\_\_
- C. 5. Do you suggest any additional investigation? Yes \_\_\_\_\_ No \_\_\_\_\_  
If Yes, explain in further detail: \_\_\_\_\_  
\_\_\_\_\_
- C. 6. Are any Motions by any party (including this defendant) to be anticipated at the completion of discovery? Yes \_\_\_\_\_ No \_\_\_\_\_  
If Yes, set forth nature of Motion and basis for same.  
\_\_\_\_\_  
When do you anticipate that these Motions will be filed?  
\_\_\_\_\_
- C. 7. Do you anticipate the need for any type of expert witnesses on behalf of this defendant? (e.g., independent medical examination, accident reconstruction, police professional, etc.)?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
If Yes, explain in further detail:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- C. 8. Do you have any comments or suggestions regarding the preliminary litigation strategy?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- C. 9. Do you recommend that this matter be submitted to Mediation? If so, when would you anticipate that the Mediation Process would commence and who would you recommend as the Mediator?  
\_\_\_\_\_  
\_\_\_\_\_

**D. DEFENSE ATTORNEY'S ASSESSMENT OF EXPOSURE**

- D. 1. **DAMAGES**  
Pain and suffering:  
Lost Wages:  
Punitive:  
Property Damage:  
Per Quod:

D. 2. Medical Specials to date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. 3. Liability as against this defendant: Yes \_\_\_\_\_ No \_\_\_\_\_  
If Yes, give your assessment of percentage of liability of this defendant, co-defendants, third party defendants, and the plaintiff's contributory and/or comparative negligence and the factual basis for same:

If No, set forth the factual basis upon which you base this assessment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. 4. For 60 Day Report Only:  
Has your assessment of damages or liability changed since the initial assessment?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
If Yes, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. 5. Your assessment of the value of this case today:  
30 Day Report \_\_\_\_\_  
60 Day Report \_\_\_\_\_

D. 6. Recommended offer today:  
30 Day Report \_\_\_\_\_  
60 Day Report \_\_\_\_\_

D. 7. BUDGET-Anticipated Legal Fees and Expenses-  
Through completion of discovery: \_\_\_\_\_  
Through completion of ESP/Arbitration: \_\_\_\_\_  
Through trial: \_\_\_\_\_  
Should the Initial Budget be revised, and if so, why: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. 8. Have there been any settlement negotiations? Yes \_\_\_\_\_ No \_\_\_\_\_  
Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MISCELLANEOUS COMMENTS BY DEFENSE ATTORNEY**

ASSIGNED DEFENSE COUNSEL

\_\_\_\_\_  
Defense Attorney (30-Day Report)

\_\_\_\_\_  
Defense Attorney (60-Day Report)

Original: Claims Administrator: \_\_\_\_\_ (W/enclosures)  
cc: Fund Solicitor: David S. DeWeese, Esquire (W/enclosures)  
Claim Supervisor: Diane LeFever (W/out enclosures)

**QUARTERLY LITIGATION REPORT**

TO BE FILED BY THE END OF EACH CALENDAR QUARTER  
SUBSEQUENT TO THE SUBMISSION OF THE 60 DAY REPORT  
(Attach extra sheets, if necessary)

**DATE OF REPORT:** \_\_\_\_\_

**CAPTION:** \_\_\_\_\_

**MEMBER MUNICIPALITY/EMPLOYEE:** \_\_\_\_\_

**QUAL LYNX CLAIM NO:** \_\_\_\_\_

**DATE OF LOSS:** \_\_\_\_\_

1. Date of last report submitted.
2. Have all interrogatories propounded on behalf of this defendant been answered?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
If No, set forth the name(s) of the party(ies) with overdue answers, when the answers were due, and what is being done to obtain answers:
3. Has discovery been completed? Yes \_\_\_\_\_ No \_\_\_\_\_
4. State, in narrative form, what has transpired since the submission of the last report.
5. What actions do you intend to take within the next calendar quarter in regard to this matter?
6. Have any settlement negotiations taken place since the submission of the last report?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
Explain: \_\_\_\_\_
7. Do you anticipate filing any Motions, such as a Motion to Dismiss or a Motion for Summary Judgment in this matter?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
If so, when do you anticipate filing the Motion?  
\_\_\_\_\_
8. Are you recommending that this matter be submitted to Mediation?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
If so, when will the matter be submitted to Mediation?  
\_\_\_\_\_
9. Has anything happened since the submission of your last report that would change your assessment of liability or damages or your litigation budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
Explain: \_\_\_\_\_

10. Do you anticipate the need for any type of expert witness on behalf of this defendant (e.g. independent medical examination, accident reconstruction, police professional, etc.)?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
Explain:

11. Miscellaneous comments of defense counsel:

12. Attach quarterly billing to this report.

Assigned Defense Counsel: \_\_\_\_\_

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

Original: Claims Administrator: \_\_\_\_\_ (W/enclosures)  
cc: Fund Solicitor: David S. DeWeese, Esquire (W/enclosures)  
Claim Supervisor: Diane LeFever (W/out enclosures)

PRE-ARBITRATION/PRE-MEDIATION REPORT

TO BE SUBMITTED AT LEAST FIVE (5) WORKING DAYS  
BEFORE THE SCHEDULED ARBITRATION/MEDIATION  
(Attach extra sheets, if necessary)

**DATE OF REPORT:** \_\_\_\_\_

**CAPTION:** \_\_\_\_\_

**MEMBER MUNICIPALITY/EMPLOYEE:** \_\_\_\_\_

**QUAL LYNX CLAIM NO:** \_\_\_\_\_

**DATE OF LOSS:** \_\_\_\_\_

1. Scheduled Date of Arbitration/Mediation: \_\_\_\_\_
2. Is this matter ready to proceed to Arbitration/Mediation?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
If No, set forth why:
3. Name of attorney who will be preparing the Arbitration/Mediation Memorandum and appearing at the Arbitration:  
If different from original attorney, state why:
4. If representatives/witnesses are to be present at the Arbitration/Mediation, have proper arrangements been made for their attendance, including the service of subpoenas?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
If No, set forth why:
5. Have representatives of the Member Municipality received notice of the date for the Arbitration/Mediation?  
If so, who received notice?
6. Who will be appearing at the Arbitration/Mediation on behalf of the Member Municipality?
7. Attach copy of any Arbitration/Mediation Memorandum that you intend to submit to the Arbitrators/Mediator.
8. Miscellaneous comments of Assigned Defense Counsel:

Assigned Defense Counsel: \_\_\_\_\_

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

Original: Claims Administrator: \_\_\_\_\_ (W/enclosures)  
cc: Fund Solicitor: David S. DeWeese, Esquire (W/enclosures)  
Claim Supervisor: Diane LeFever (W/out enclosures)

POST ARBITRATION/POST MEDIATION REPORT

TO BE SUBMITTED IMMEDIATELY UPON COMPLETION  
OF ARBITRATION

(Attach extra sheets, if necessary)

**DATE OF REPORT:** \_\_\_\_\_

**CAPTION:** \_\_\_\_\_

**MEMBER MUNICIPALITY/EMPLOYEE:** \_\_\_\_\_

**QUAL LYNX CLAIM NO:** \_\_\_\_\_

**DATE OF LOSS:** \_\_\_\_\_

1. What was the assessment of liability placed on each of the parties by the Arbitrators?  
Describe their analysis of the liability issues:
  
2. Attach copy of the Report of Arbitration containing the decision of the Arbitrators.
  
3. What was the assessment of the plaintiff's damages by the Arbitrators? Be certain to clarify whether the assessment of damages was for the full value of the plaintiff's injuries or if the figure was simply the amount the Arbitrators determined the plaintiff should receive.
  
4. Who attended the Arbitration on behalf of the Member Municipality?
  
5. What were the names of the Arbitrators?

Describe the experience of the Arbitrators, if known:

6. In your opinion, did the Arbitrators fully comprehend the factual and/or legal issues?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
If answer is No, explain:
  
7. Does plaintiff's attorney indicate a willingness to settle this matter at the figure set forth by the Arbitrators? Yes \_\_\_\_\_ No \_\_\_\_\_  
If No, set forth what he would be willing to settle the case for and any reasoning he gave you therefor:
  
8. In your opinion, should the case be settled for the amount set forth by the Arbitrators?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
Explain, with reference to your opinion as to whether or not the case should be settled, and the amount which you would propose to offer.

9. Should a Trial De Novo be requested on behalf of the client?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
Explain:

Date by which the Trial De Novo must be filed:

10. Were you satisfied with results of Arbitration?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
Explain:

11. Did the results of the Arbitration change your assessment of this case?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
Explain:

12. Additional comments by defense counsel:

Assigned Defense Counsel: \_\_\_\_\_

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

Original: Claims Administrator: \_\_\_\_\_ (W/enclosures)  
cc: Fund Solicitor: David S. DeWeese, Esquire (W/enclosures)  
Claim Supervisor: Diane LeFever (W/out enclosures)

**PLEASE ADJUST THE CONTENT OF THIS REPORT FOR MEDIATIONS.**

PRE-TRIAL REPORT

TO BE SUBMITTED AT LEAST THIRTY (30) DAYS  
PRIOR TO THE FIRST SCHEDULED DATE FOR TRIAL  
(Attach extra sheets, if necessary)

**DATE OF REPORT:** \_\_\_\_\_

**CAPTION:** \_\_\_\_\_

**MEMBER MUNICIPALITY/EMPLOYEE:** \_\_\_\_\_

**QUAL LYNX CLAIM NO:** \_\_\_\_\_

**DATE OF LOSS:** \_\_\_\_\_

1. Is this matter ready to proceed to trial?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
If No, explain:
  
2. Scheduled Trial Date: \_\_\_\_\_ Name of Judge: \_\_\_\_\_
  
3. Have arrangements been made for all witnesses, including expert witnesses, to appear at the time of trial? Yes \_\_\_\_\_ No \_\_\_\_\_  
If No, explain:  
  
Will there be any de bene esse depositions?  
  
Of whom?
  
4. Will any requests be made for special jury instructions?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
Explain: (If special request to be made, attached copies of same.)  
  
Will you submit *voir dire* questions for the jury?  
If so, please attach.  
  
Have you prepared a Witness List?  
If so, please attach.
  
5. Should any attempt be made to settle this matter prior to trial?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
Explain:
  
6. Will you submit *voir dire* questions for the jury? If so, please attach copies.
  
7. Have you prepared a witness list? If so, please attach a copy.

8. Should any additional attempts be made to settle this matter prior to trial? Explain.
9. Have representatives of the Member Municipality received notice of the trial date? If so, who received the notice?
10. As succinctly as possible, set forth your trial strategy.
11. What is your assessment of the probability of success if the matter proceeds to Trial?
12. Who (Assigned Defense Counsel) will be handling the Trial on behalf of the member?

Assigned Defense Counsel: \_\_\_\_\_

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

Original: Claims Administrator: \_\_\_\_\_ (W/enclosures)  
cc: Fund Solicitor: David S. DeWeese, Esquire (W/enclosures)  
Claim Supervisor: Diane LeFever (W/out enclosures)

POST-LITIGATION ANALYSIS

TO BE SUBMITTED WITHIN TEN (10) DAYS  
OF COMPLETION OF LITIGATION  
(Attach extra sheets, if necessary)

**DATE OF REPORT:** \_\_\_\_\_

**CAPTION:** \_\_\_\_\_

**MEMBER MUNICIPALITY/EMPLOYEE:** \_\_\_\_\_

**QUAL LYNX CLAIM NO:** \_\_\_\_\_

**DATE OF LOSS:** \_\_\_\_\_

1. This case was concluded by: Settlement \_\_\_\_\_,  
Dismissal \_\_\_\_\_, or Jury Verdict \_\_\_\_\_.
2. Set forth the final terms resulting from the Settlement or Trial of this matter:
3. How did this result compare with your analysis of the case throughout Litigation?
4. Did this case conclude along the lines of the Arbitration/Mediation? Explain:
5. If tried to verdict, do you anticipate anyone, including this party, filing an appeal?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
Explain:
6. Did you receive proper cooperation from the Claims Administrator's office?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
Explain:
7. Do you have any recommendations how cooperation and communication between the Assigned Defense Counsel, the Fund Solicitor and the Claims Administrator' staff can be improved in the future?
8. Did you receive proper cooperation from the Fund Solicitor's office?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
Explain:

9. Do you have any recommendation as to how the relationship between the Assigned Defense Counsel and the Fund Solicitor can be improved in the future?
10. Were you satisfied with your and your firm's performance on behalf of the defendant in this matter?  
 Yes \_\_\_\_\_ No \_\_\_\_\_.  
 If No, explain:
11. Did you receive proper support services, such as investigation, from the Claims Administrator?  
 Yes \_\_\_\_\_ No \_\_\_\_\_.  
 If No, explain:
12. If any expert witnesses were utilized in representing this defendant, whether medical or non-Medical, please evaluate each expert witness in terms of knowledge, abilities, cooperation with the defense, and their credibility. Would you use this expert in the future?  
 Yes \_\_\_\_\_ No \_\_\_\_\_.  
 If No, explain:
13. In dealing with the Municipal Claims Coordinator and Municipal representatives for the member municipality, did you receive their full cooperation?  
 Yes \_\_\_\_\_ No \_\_\_\_\_.  
 If no, explain:

Were the representatives of the Member Municipality provided with notice of the outcome of the litigation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If so, who was provided with notice and how was the notice provided?

14. Please utilize this space to make any post-litigation comments you may have. These comments should include reference to the administrative procedures of the Fund, the degree of cooperation between and among the Assigned Defense Counsel, Claims Administrator's staff, Fund Solicitor and the Member Municipalities representatives.

Assigned Defense Counsel: \_\_\_\_\_

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

Original: Claims Administrator: \_\_\_\_\_ (W/enclosures)  
 cc: Fund Solicitor: David S. DeWeese, Esquire (W/enclosures)  
 Claim Supervisor: Diane LeFever (W/out enclosures)

**BURLINGTON COUNTY MUNICIPAL JOINT INSURANCE FUND  
CONFLICT OF INTEREST POLICY**

The Commissioners of the Burlington County Municipal Joint Insurance Fund have determined that the Burlington County Municipal Joint Insurance Fund is distinguished from commercial insurance providers by virtue of the fact that it is formed by municipalities, it is funded by public monies appropriated by the member municipalities, it serves a public purpose and is responsible for the discharge of its function in a manner consistent with ethical policies applicable to municipal government. As a result, the Fund has adopted a policy applicable to potential conflicts of interest by the officials and professional staff of the Burlington County Municipal Joint Insurance Fund.

**Findings:**

1. The Burlington County Municipal Joint Insurance Fund is a joint enterprise of the following municipalities: Bass River Township, Beverly City, Bordentown City, Bordentown Township, Chesterfield Township, Delanco Township, Delran Township, Edgewater Park Township, Fieldsboro Borough, Florence Township, Hainesport Township, Lumberton Township, Mansfield Township, Medford Township, Mt. Laurel Township, North Hanover Township, Palmyra Borough, Pemberton Borough, Pemberton Township, Riverside Township, Shamong Township, Southampton Township, Springfield Township, Tabernacle Township, Westampton Township, Woodland Township, Wrightstown Borough. Those municipalities are provided with general liability, police professional and workers' compensation coverage.
2. The municipalities which are members of the Burlington County Municipal Joint Insurance Fund are jointly responsible for the defense and payment of claims against each other in accordance with the standards and limitations applicable to the Burlington County Municipal Joint Insurance Fund.
3. While in some aspects of its activity the Burlington County Municipal Joint Insurance Fund functions in a manner similar to that of a commercial insurance provider, it is clearly distinguished by the fact that it is created by the member municipalities; it is governed by Commissioners appointed by the member municipalities; its funding is provided exclusively by the member municipalities and thereby constitute public funds; those associated with the Burlington County Municipal Joint Insurance Fund are compensated with those public funds; the function of the Burlington County Municipal Joint Insurance Fund is to fulfill a public purpose by providing insurance coverage exclusively to its member municipalities; there is a need for those appointed by the Burlington County Municipal Joint Insurance Fund to freely discuss and evaluate potential liability exposures of the member municipalities and to receive information on municipal activities and operations in the same manner as those directly appointed by the member municipalities to advise them; and the Burlington County Municipal Joint Insurance Fund is bound by many of the same laws and regulations applicable to municipalities with regard to financial records, public contracts and public meetings.

## **Conflict of Interest Policy**

4. It is hereby determined by the Commissioners of the Burlington County Municipal Joint Insurance Fund that it is in the best interests of the Burlington County Municipal Joint Insurance Fund and the member municipalities to establish a policy regarding potential conflicts of interest affecting those appointed or retained by the Burlington County Municipal Joint Insurance Fund.
5. It is further determined that it would be inappropriate for an individual appointed or retained by the Burlington County Municipal Joint Insurance Fund, or for any person owning or employed by the business entity with which the appointed individual is associated, to undertake the representation or appearance on behalf of a party in a matter or claim adverse to that of the member municipalities. The potential conflict of interest or appearance of a conflict of interest specifically extends to the assertion of claims against the member municipalities and to appearances before agencies of those municipalities.
6. In determining the nature and extent of the conflict of interest policy, guidance can be drawn from the Opinions of the Advisory Committee on Professional Ethics that address the restrictions on municipal attorneys and those associated with their law offices and the reasons underlying those Opinions. In adopting this Policy, however, the Commissioners of the Burlington County Municipal Joint Insurance Fund are aware of Opinion No. 640 issued for attorneys by the Advisory Committee on Professional Ethics which compared a Municipal Joint Insurance Fund to a commercial insurance company and determined that there was not a conflict between representing a Joint Insurance Fund and appearing before a municipal agency. To the extent of the policy adopted by this Resolution, the Commissioners of the Burlington County Municipal Joint Insurance Fund do not adopt the rationale of Opinion No. 640 and hereby determine that the nature of the Burlington County Municipal Joint Insurance Fund; its creation by the member municipalities; its funding by the member municipalities; its governance by the municipal officials appointed by the member municipalities and the need to share confidential information regarding potential liabilities affecting the member municipalities is sufficient to present a potential conflict of interest or the potential for an appearance of a conflict of interest and that it must be avoided by those associated with the Burlington County Municipal Joint Insurance Fund.

## **Exceptions.**

7. The general policy prohibiting those retained or appointed by the Burlington County Municipal Joint Insurance Fund from appearing before agencies of the member municipalities shall not be applicable to the representation of parties in the Municipal Court for motor vehicle violations, including drunk driving, provided that the defense is not based upon and the parties are not asserting any claim against a police officer, a municipal employee or the municipality for any alleged wrongful or improper action. It is noted that even traffic violations require sensitivity to potential conflicts, since charges arising out of a motor vehicle accident, could well result in a subsequent claim against the municipality. Those situations which would present a conflict of interest between the representation of a client and the representation of municipal interests should be avoided. Claims against municipal members will need to be evaluated and defended by the Burlington County Municipal Joint Insurance Fund and the defense should not be compromised by the representation of a party asserting a claim.

8. The general policy prohibiting those retained or appointed by the Burlington County Municipal Joint Insurance Fund from appearing before agencies of the member municipalities may be waived with regard to the representation of parties with minor development applications before the Planning Board or the Zoning Board of Adjustment. Where a person retained or appointed by the Burlington County Municipal Joint Insurance Fund seeks to appear before the Planning Board or the Zoning Board of Adjustment of a member municipality for any relatively minor application, in which there is not a substantial adversarial relationship to the municipality, a waiver of the conflict of interest policy may be requested for that application. The request for the waiver shall be reviewed by the Executive Director and the Solicitor for the Burlington County Municipal Joint Insurance Fund and the Commissioner representing the municipality in which the application is to be considered to the Burlington County Municipal Joint Insurance Fund to determine whether a waiver shall be allowed in the particular matter after considering the nature of the application and whether any use or significant bulk variances are requested.
9. Nothing in the policy adopted herein shall bar an individual from representing or appearing for himself or herself or a member of his or her immediate family residing with him or her before any municipal agency.