

RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF PENNSAUKEN ACCEPTING THE RISK MANAGEMENT CONSULTANT'S AGREEMENT

THIS AGREEMENT entered into this 20TH day of January, 2022, between the Township of Pennsauken (hereinafter referred to as MUNICIPALITY) and **Connor Strong** (hereinafter referred to as the CONSULTANT).

WHEREAS, the CONSULTANT has offered to the MUNICIPALITY professional risk management consulting services as required in the bylaws of the Camden County Municipal Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Funds; and

WHEREAS, the MUNICIPALITY desires these professional services pursuant to the resolution adopted by the governing body of the MUNICIPALITY at a meeting held January 20, 2022; and

NOW, THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
 - a) Assist the MUNICIPALITY in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk or loss.
 - b) Assist the MUNICIPALITY in understanding the various coverages available from the Camden County Municipal Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Fund.
 - c) Review with the MUNICIPALITY any additional coverages that the CONSULTANT feels should be carried but are not available from the FUND and subject to the MUNICIPALITY's authorization, place such coverages outside the FUND.
 - d) Assist the MUNICIPALITY in the preparation of applications, statements of values, and similar documents requested by the FUND, it being understood that this Agreement does not include any appraisal work by the CONSULTANT.
 - e) Review Certificates of Insurance from contractors, vendors and professionals when requested by the MUNICIPALITY.
 - f) Review the MUNICIPALITY's assessment as prepared by the FUND and assist the MUNICIPALITY in the preparation of its annual insurance budget.
 - g) Review the loss and engineering reports and generally assist the safety committee in its loss containment objectives. Also, attend no less than one (1) municipal safety committee meeting per annum to promote the safety objectives and goals of the MUNICIPALITY and the FUND.
 - h) Assist where needed in the settlement of claims, with the understanding that the scope of the CONSULTANT's involvement does not include the work normally done by a public adjuster.
 - i) Perform any other risk management related services required by the FUND's bylaws.

2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:
- a) The CONSULTANT shall be paid by the MUNICIPALITY a fee as compensation for services rendered, an amount equal to six percent (6%) of the MUNICIPALITY's annual assessment as promulgated by the FUND, for an amount not to exceed \$51,442. Said fee shall be paid to the CONSULTANT within thirty (30) days of payment of the MUNICIPALITY's assessment.
 - b) For any insurance coverages authorized by the MUNICIPALITY to be placed outside the FUND, the CONSULTANT shall receive as compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the FUND's assessment in computing the fee outlined in 2 (a).
 - c) If the MUNICIPALITY shall require of the CONSULTANT extra services other than those outlined above, the CONSULTANT shall be paid according to the Statement of Revenue Sources provided in the request for proposal dated January 18, 2022. Fees will be paid through commissions from the outside insurance provider.
3. The term of this Agreement shall be one (1) year. However, this Agreement may be terminated by either party at any time by mailing to the other written notice, certified mail return receipt, calling for termination at not less than thirty (30) days thereafter. In the event of termination of this Agreement, the CONSULTANT's fees outlined in 2 (a) above shall be prorated to date of termination.

ATTEST:

Pamela Scott-Forman, Clerk

ATTEST:

MUNICIPALITY:

Jessica Rafeh, Mayor

CONSULTANT:
