

Ilene Laursen, CISR
Account Manager

Governmental Entities
P : 732-736-5268
F : 732-736-5250
ilaursen@connerstrong.com

January 30, 2009

Brad Stokes, Administrator
Borough of Collingswood
678 Haddon Avenue
Collingswood, NJ 08108

RE: 2009 Risk Management Consultant's Agreement

Hi Brad:

Enclosed please find a fully executed Risk Management Consultant Agreement for your files.

See you at the breakfast!

Sincerely,

CONNER STRONG


Michael C. Avalone, CIC, CRM, CUSA
Practice Leader

Michael D. Smith, Vice President
Risk Manager

Ilene Laursen, CISR
Account Manager

RISK MANAGEMENT CONSULTANT'S AGREEMENT

THIS AGREEMENT entered into this 15th day of January, 2009, between the **Borough of Collingswood** (hereinafter referred to as BOROUGH) and **Conner Strong Companies, Inc.** (hereinafter referred to as the CONSULTANT)

WHEREAS, The CONSULTANT has offered to the BOROUGH professional risk management consulting services as required in the bylaws of the **Camden County Joint Insurance Fund** for the Fund year **January 1, 2009 – December 31, 2009** and pursuant to P.L. 1993 Chapter 269 (N.J.S.A. 40A:10-36) and;

WHEREAS, the BOROUGH desires these professional services pursuant to the resolution 09-14 adopted by the governing body of the BOROUGH at a meeting held January 5, 2009 and;

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

1. For an in consideration of the amount stated hereinafter, the CONSULTANT shall:
 - a) Assist the BOROUGH in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk or loss.
 - b) Assist the BOROUGH in understanding the various coverages available from **Camden County Joint Insurance Fund** and the Municipal Excess Liability Joint Insurance Fund.
 - c) Review with the BOROUGH any additional coverage's that the CONSULTANT feels should be carried but are not available from the FUND and subject to the BOROUGH's authorization, place such as coverages outside the FUND.
 - d) Assist the BOROUGH 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 BOROUGH.
 - f) Review the BOROUGH's assessment prepared by the FUND and assist the BOROUGH 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 BOROUGH and the FUND.

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- 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) In consideration for the rendering of those risk management services enumerated in Section I which are unrelated to the sales, solicitation, negotiation or placement of a policy of insurance with an insurance company, the BOROUGH authorizes the FUND to pay its CONSULTANT a fee in an amount equal to six percent (6%) of the BOROUGH's annual assessment as promulgated by the FUNDS. Said fee shall be paid to the CONSULTANT within thirty (30) days of payment of the BOROUGH's assessment. BOROUGH acknowledges that the fee payable hereunder is not a part of any premium or assessment levied by the FUND or any other insurer and may be charged by CONSULTANT only if BOROUGH consents hereto in writing.
 - b) In consideration for the sales, solicitation, negotiation or placement of any insurance coverage authorized by the BOROUGH to be placed outside the FUND, the BOROUGH acknowledges that the CONSULTANT shall be entitled to receive as compensation the usual and customary brokerage commission 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).
- 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 the Agreement, the CONSULTANT's fees outlined in 2 (a) above shall be prorated to date of termination.
- 4. **AFFIRMATIVE ACTION.** During the performance of this agreement, the SERVICE PROVIDER agrees as follows:
 - a) 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.

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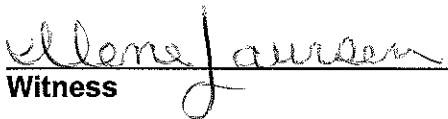
- g) The SERVICE PROVIDER agrees to revise any of its procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- h) 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, martial 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.
- i) 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).



Witness



M. James Maley, Jr., Mayor
Borough of Collingswood



Witness



Michael D. Smith, Vice President
Conner Strong