

RISK MANAGEMENT CONSULTANT'S AGREEMENT

THIS AGREEMENT entered into this 9th day of January, 2012 between the Borough of Collingswood (hereinafter referred to as (BOROUGH)) and Conner Strong & Buckelew (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, 2012 – December 31, 2012 and pursuant to P.L. 1993 Chapter 269 (N.J.S.A. 40A:10-36) and;

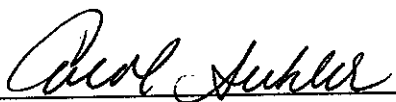
WHEREAS, the Borough desires these professional services pursuant to the resolution adopted by the governing body of the Borough at a meeting held January 9, 2012 and;

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

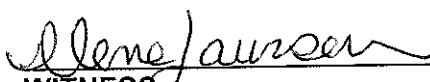
1. For, and in consideration of the amount stated hereinafter, the Consultant shall:

- a) Assist the Borough in identifying and scheduling its insurable Property & Casualty exposures. Recommend professional methods to reduce, assume or transfer the risk of loss including training of officials and employees.
- b) Assist the Borough in understanding the various coverages available from CAMDEN COUNTY Joint Insurance Fund and the MEL Excess Liability Joint Insurance Fund, and review all MEL bulletins, coverage documents and contracts for compliance with applicable laws and with the terms of the membership agreement and coverage selection.
- c) Review with the Borough any additional coverages 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 t 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, if necessary attend the Borough safety committee meeting to promote the Borough's local safety objectives and the Safety Incentive Program (SIP) of 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.

- 4) 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.
- 5) 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. 17:25-5.2 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.
- 6) 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.
- 7) 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.
- 8) 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.
- 9) 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


BOROUGH OF COLLINGSWOOD


WITNESS


CONNER STRONG & BUCKELEW
Michael C. Avalone, CIC, CRM, Vice President
Risk Manager