

## ***RISK MANAGEMENT CONSULTANTS AGREEMENT***

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the  
\_\_\_\_\_  
(hereinafter referred to as AUTHORITY) and  
\_\_\_\_\_  
(hereinafter referred to as CONSULTANT).

**WHEREAS**, the CONSULTANT has offered to the AUTHORITY professional risk management consulting services as required by bylaws of the New Jersey Public Housing Authority Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Funds, and;

**WHEREAS**, the AUTHORITY desires these professional services pursuant to the resolution adopted by the governing body of the AUTHORITY at a meeting held on \_\_\_\_\_ 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 AUTHORITY in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer risk or loss
  - b. Assist the AUTHORITY in understanding the various coverages available from the New Jersey Public Housing Authority Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Fund.
  - c. Review with the AUTHORITY any additional coverages that the CONSULTANT feels should be carried but are not available from the FUND and subject to the AUTHORITY's authorization, place such coverages outside the FUND.
  - d. Assist the AUTHORITY 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 AUTHORITY.

- f. Review the AUTHORITY's assessment as prepared by the FUND and assist the AUTHORITY 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) Authority safety committee meeting per annum to promote the safety objectives and goals of the AUTHORITY 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 AUTHORITY authorizes the FUND to pay its CONSULTANT compensation for services rendered, an amount equal to six percent (6%) of the AUTHORITY's annual assessment as promulgated by the FUNDS. Said fee shall be paid to the CONSULTANT within thirty (30) days of the AUTHORITY's assessment.
  - b. For any insurance coverages authorized by the AUTHORITY 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 AUTHORITY shall require of the CONSULTANT extra services other than those outlined above, the CONSULTANT shall be paid by the AUTHORITY a fee at the rate of \_\_\_\_\_ per hour, in addition to the actual expenses incurred.
- 3. The term of the Agreement shall be one (1) year beginning on \_\_\_\_\_ and ending on \_\_\_\_\_. 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 the date of termination.

***ATTEST:***

***AUTHORITY:***

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***ATTEST:***

***CONSULTANT:***

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William R. Mints Ins. Agency  
Robert A. Conner, CIC

Note: This sample has been promulgated by the JIF/MEL to assist municipalities or authorities in preparing or negotiating agreements with their risk managers. It does not represent an official statement of JIF/MEL policy, nor is it an endorsement of any form or amount of compensation. Careful consideration at the local level should be given to determine how the document may be amended to meet a community's or authority's unique needs or desires. Prior to use, the sample should also be reviewed by the local attorney for form, consistency with local JIF bylaws, inclusion of affirmative action languages, etc.