

“AGREEMENT”

RISK MANAGEMENT CONSULTANT

ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND

This agreement, entered into this 4th day of January, 2010, between the Township of Hamilton (hereinafter referred to as “Municipality”) and Nicholas Cashan III and Arthur J. Gallagher Risk Management Services, Inc., Corporation of the State of New Jersey, having its principal office at 525 Lincoln Drive West, Suite 410, 5 Greentree Centre – South Tower PO Box 530, Marlton, NJ 08053-0530 (hereinafter referred to as “Consultant”).

WHEREAS, the Consultant has offered to the Municipality professional risk management consulting services as required in the Bylaws of the Atlantic County Municipal Joint Insurance Fund, and

WHEREAS, the Municipality desires these professional services pursuant to the resolution adopted by the Mayor and Council of the Municipality at a meeting held January 4, 2010;

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

1. The Consultant, for and in consideration of the amount stated hereinafter agrees to provide services to the Municipality as follows:
 - A) The Consultant shall assist the Municipality in identifying its insurable exposures and to recommend professional methods to reduce, assume or transfer the risk loss.
 - B) Assist the Municipality in understanding and selecting the various coverages available from the Atlantic County Municipal 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 the Municipality’s assessment as prepared by the Fund and assist the Municipality in the preparation of its annual insurance budget.
 - F) Review the loss and engineering reports and generally assist the safety committee in its loss containment objectives.
 - G) In accordance with the RFP, attend Township Safety meetings and JIF meetings (minimum 70% attendance).
 - 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) Any other services required by the Fund’s Bylaws.

2. The term of this agreement shall be for one (1) year from the first day of **January, 2010**, or from the effective date of coverage, unless terminated as hereinafter provided in this agreement.
3. The Municipality authorizes the Fund to pay its Consultant as compensation for services rendered an amount equal to a dollar amount of **Twenty-nine thousand, five hundred dollars (\$29,500)**. Said fee shall be paid within 30 days of payment of the member's assessment. The Consultant shall receive no other compensation or commission for the placement or servicing of any municipal coverage with the Fund.
4. LIMITS ON POLITICAL CONTRIBUTIONS - Prior to awarding this contract, the Township of Hamilton received from Consultant a sworn statement, made under penalty of perjury, that Consultant has not made a contribution in violation of the Township of Hamilton Ordinance 1636-2008 (Limits on Political Contributions).
5. For any coverages, authorized by the Municipality, to be placed outside of the Fund, the Consultant shall receive as his full 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 Item 3 above.
6. Either party may cancel this Agreement at any time by mailing to the other written notice calling for termination at any time not less than ninety (90) days thereafter. Fees shall be pro-rated to the date of termination.

ATTEST: Jean A. Anderson MUNICIPALITY: Roger J. Silva
ROGER J. SILVA, MAYOR
TOWNSHIP OF HAMILTON

DATE: 1-4-10

ATTEST: Carol Mason CONSULTANT: Nicholas Cashan III
NICHOLAS CASHAN III
ARTHUR J. GALLAGHER RMS

DATE: 1/14/2010