

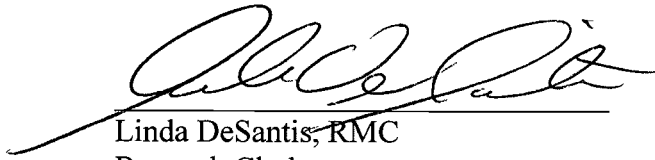
2009 - 23

**RESOLUTION OF THE MAYOR AND BOROUGH COUNCIL
OF THE BOROUGH OF MOUNT ARLINGTON, IN THE
COUNTY OF MORRIS, NEW JERSEY,
AUTHORIZING EXECUTION OF A
RISK MANAGEMENT CONSULTANT'S AGREEMENT**

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Borough Council of the Borough of Mount Arlington, County of Morris, State of New Jersey, that the Mayor and Borough Clerk are authorized to execute the one-year Risk Management Consultant's Agreement between the Borough of Mount Arlington and Advent Insurance Services, Inc.

This Resolution shall take effect immediately.

I hereby certify this to be an accurate and true resolution as approved by the Mayor and Borough Council at a Meeting held on January 26, 2009.



Linda DeSantis, RMC
Borough Clerk

RISK MANAGEMENT CONSULTANT'S AGREEMENT

THIS AGREEMENT entered into this 1st day of January, 2009, between the Borough of Mount Arlington (hereinafter referred to as Borough) and Advent Insurance Services, 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 New Jersey Intergovernmental Insurance Fund, 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 26, 2009 and;

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

- I. For and 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 the New Jersey Intergovernmental Insurance Fund.
 - 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 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 as prepared by the Fund and assist the BOROUGH in the preparation of its annual insurance budget.

- g) Review the loss and generally assist the Safety Committee in its loss containment objectives.
- 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 a fee as compensation for services rendered, an amount equal to 10% of the BOROUGH'S annual assessment for Workers Compensation and Multi Line as promulgated by the FUND. Said fee shall be paid to the CONSULTANT within (30) days of payment of the BOROUGH'S assessment. (Said fee is included in the BOROUGH'S assessment).
- b) For any insurance coverages authorized by the BOROUGH 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).

3. The term of this agreement shall be one (1) years. 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 at not less than thirty (30) days thereafter. In the event of termination of this Agreement, the CONSULTANT'S fee outlined in 2(a) above shall be prorated to date of termination.

ATTEST:



TOWN:



BOROUGH OF MOUNT ARLINGTON

ATTEST:

CONSULTANT:

ADVENT INSURANCE SERVICES, INC.