<center>**RESOLUTION 2013 - 5**</center>

<center>**RISK MANAGEMENT CONSULTANT AGREEMENT**</center>

THIS AGREEMENT entered into this 11th day of February, 2013 between the **Housing Authority County of Morris** (hereinafter referred to as the AUTHORITY) and **Samuel T. Allen III Insurance & Risk Management Consulting** (hereinafter referred to as the CONSULTANT).

WHEREAS, the CONSULTANT has offered to the AUTHORITY professional risk management consulting services for the period **January 1, 2013 to December 31, 2013** as required in the 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 February 11, 2013.

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 the 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) municipal 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 payment 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 _$0_ per hour, in addition to actual expenses incurred.

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 this Agreement, the CONSULTANT's fees outlined in 2 (a) above shall be prorated to date of termination.

Original Signed By:

_____
Roberta L. Strater, Director/Secretary

_____
Date Adopted