

## **Risk Management Consultant's/Insurance Producer's Agreement**

The MEL has adopted the following model Risk Management Consultant's Agreement. This Agreement is intended to be used by its members as a guideline, and may be modified by individual municipalities or Funds as deemed necessary.

### Model

#### ***RISK MANAGEMENT CONSULTANT'S AGREEMENT***

***THIS AGREEMENT*** entered into this 1st day of January, 20\_\_, between the \_\_\_\_\_(hereinafter referred to as MUNICIPALITY or AUTHORITY) and \_\_\_\_\_(hereinafter referred to as the CONSULTANT).

***WHEREAS***, the CONSULTANT has offered to the MUNICIPALITY or AUTHORITY professional risk management consulting services as required in the bylaws of the \_\_\_\_\_Municipal Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Funds, and;

***WHEREAS***, the MUNICIPALITY or AUTHORITY desires these professional services pursuant to the resolution adopted by the governing body of the MUNICIPALITY or AUTHORITY at a meeting held \_\_\_\_\_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 MUNICIPALITY or 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 MUNICIPALITY or AUTHORITY in understanding the various coverages available from the \_\_\_\_\_Municipal Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Fund.
  - c)* Review with the MUNICIPALITY or AUTHORITY any additional coverages that the CONSULTANT feels should be carried but are not available from the FUND and subject to the MUNICIPALITY's or AUTHORITY's authorization, place such coverages outside the FUND.
  - d)* Assist the MUNICIPALITY or 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 MUNICIPALITY or AUTHORITY.
  - f)* Review the MUNICIPALITY's or AUTHORITY's assessment as prepared by the FUND and assist the MUNICIPALITY or 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 MUNICIPALITY or 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 CONSULTANT shall be paid by the MUNICIPALITY or AUTHORITY a fee as compensation for services rendered, an amount equal to six percent (6%) of the MUNICIPALITY's or 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 MUNICIPALITY's or AUTHORITY's assessment.
- b) For any insurance coverages authorized by the MUNICIPALITY or 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 MUNICIPALITY or AUTHORITY shall require of the CONSULTANT extra services other than those outlined above, the CONSULTANT shall be paid by the MUNICIPALITY or AUTHORITY a fee at the rate of \_\_\_\_\_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.

**ATTEST:**

**MUNICIPALITY or AUTHORITY:**

\_\_\_\_\_

\_\_\_\_\_

**ATTEST:**

**CONSULTANT:**

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Note: This sample has been promulgated by the MEL to assist municipalities or authorities in preparing or negotiating agreements with their risk managers. It does not represent an official statement of 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 language, et