

# Exhibit “A”

**SERVICES AGREEMENT BETWEEN ALLIED RISK MANAGEMENT SERVICES  
AND THE TOWNSHIP OF WEST ORANGE INSURANCE FUND COMMISSION**

This service agreement is between the West Orange Insurance Fund Commission (“WOIFC”) and Peter Soriero, D/B/A Allied Risk Management Services (“ARMS”) 5101 Route 33, Suite G, Wall, NJ 07727.

**SECTION ONE: SCOPE OF SERVICES**

For the period January 1, 2017 to December 31, 2017, ARMS hereby agrees to serve as a consultant to the WOIFC. The scope of services provided by ARMS is as follows:

- Assist the Township of West Orange in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk or loss.
- Assist Township of West Orange in understanding the various insurance policies and coverage currently in place.
- Determine if current coverage is adequate or excessive.
- Create a spreadsheet of all current policies with limits, premiums, renewal dates and other pertinent information, the purpose of which is to keep the Township informed of coverage and renewal dates.
- Advise the Township’s insurance brokers of expected dates of renewal proposals. This will improve the Township’s ability to analyze proposals with ample time prior to renewal.
- Review Certificates of Insurance from contractors, vendors and professionals when requested by the Township.
- Assist the Township in the preparation of its annual insurance budget.
- Review in-house procedures for claims reporting and review claims on a quarterly basis to determine trends and problem areas.
- At the request of the Township, attend any Insurance Fund meetings.

**SECTION TWO: COMPENSATION**

The WOIFC agrees to pay the ARMS the sum of \$24,000 for the twelve-month contractual period for the services listed in Section 1. Payments will be made in equal quarterly installments in the amount of \$6,000 on or about April 1, 2017, July 1, 2017, October 1, 2017 and December 31, 2017. Payment is based on the availability of funds for the covered period.

**SECTION THREE: BILLING PROCEDURES**

ARMS shall submit the proper vouchers or invoices to the WOIFC in accordance with applicable law and regulations. Failure to submit invoices within 30 days of the conclusion of a quarter shall void the payment to ARMS for that quarter.

**SECTION FOUR: STATUS OF CONSULTANT**

It is hereby agreed that ARMS is an independent contractor and is not considered an employee of the Township of West Orange during the performance of his duties as outlined in Section One. The Township of West Orange and the WOIFC agree to defend the consultant in the event a claim or lawsuit is brought against the Township or the WOIFC for any actions alleging negligence with respect to the administration of the insurance programs. It is also understood that the Township of West Orange and the WOIFC will cooperate fully with the consultant in the performance of his duties as outlined in Section One.

**SECTION FIVE: NON ASSIGNMENT**

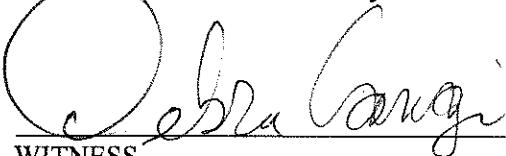
Consultant is prohibited from assigning this agreement to any other parties without the written authorization from the Town or the WOIFC.

**SECTION SIX: TERM, TERMINATION and JURISTITION**

The term of this agreement is for twelve (12) months commencing on January 1, 2017 and ending on December 31, 2017. It is understood that the continuation of this contract is pending the availability of funds in subsequent fiscal years and if the funds are not available in subsequent fiscal years than this agreement shall be canceled. The terms of this agreement are subject to the laws of the State of New Jersey and any disputes between the parties shall be heard in the applicable court of law. This agreement may be cancelled with thirty (30) days' written notice by either party.

In witness whereof, the signatures below verify the acceptance of the terms of this agreement by the parties involved. Signed on this \_\_\_\_\_ day in the month of December in the year 2016.

  
\_\_\_\_\_  
PETER SORIERO

  
\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
ROBERT D. PARISI, MAYOR

\_\_\_\_\_  
ATTEST: Karen J. Carnevale, R.M.C.