

# CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 8867

DATE 7-24-14

TITLE

## RESOLUTION TO AWARD CONTRACT FOR INSURANCE CONSULTING SERVICES

**BE IT HEREBY RESOLVED**, by the City Council of the City of Williamsport that a contract for Insurance Consulting Services be awarded to The Zigmund Co. Ltd., 2319 Walnut Street, Harrisburg, PA 17103, for the period from August 1, 2014 through July 31, 2015 in the amount of \$12,000.

**BE IT FURTHER RESOLVED** that approval is for the attached agreement with The Zigmund Co. Ltd., as signed and dated by Ruth A Moraski Keller on July 2, 2014.

James Frank  
City Clerk

Approved

William J. Hart  
President

**INSURANCE CONSULTING SERVICES AGREEMENT  
FOR  
CITY OF WILLIAMSPORT**

Upon execution of this Agreement, Zigmund & Co., Ltd. T/A The Zigmund Co. Ltd., (Consultant) has been retained by the City of Williamsport (Client) to act as an advisor in regard to insurance related matters.

Although the Client will receive advice and recommendations from the Consultant as required and/or needed, the Client will maintain control of it's insurance program making all final decisions.

**SCOPE OF SERVICE:**

The Consultant agrees to provide the following services from its office:

- 1) Review all policies and endorsements as received from the Client and/or its producers.
- 2) Maintain a copy of the Client's Policy Portfolio for reference and review.
- 3) Review all audits and dividend calculations.
- 4) Review loss information on a quarterly basis.
- 5) Develop renewal applications and requests for quotations, as needed.
- 6) Review insurance proposals.
- 7) Advise on changes and developments in the insurance marketplace.
- 8) Respond to specific requests, as needed.

In addition, Consultant will work closely with the Workers Compensation Safety Committee. The duties will include, but not limited to the following:

- 1) Review Claim Activity Reports provided by worker compensation insurer/agent.
- 2) Monitor on going Loss Control Activities and attend Safety Committee meetings.
- 3) Provide written reports on injury causes and loss trending.

The outcome of reviews and/or requests on behalf of the Client will be presented in writing or verbally, as the situation may warrant.

**SERVICE PERIOD:**

This Agreement shall be effective for a period of one (1) year, commencing August 1, 2014 through July 31, 2015.

Either party, upon providing thirty (30) days written notice, may terminate the Agreement. This Agreement replaces any prior contracts entered into by the parties as of the Service Period Effective Date.

**FEES:**

The Client agrees to pay the Consultant \$12,000.00 per year, at a monthly fee of \$1,000.00, beginning August 1, 2014. Monthly invoices will be generated on the last day of a given month and payable within thirty (30) days of the invoice date. It is understood that, if requested, the consultant will provide additional consulting services to the Williamsport Parking Authority for a \$500 flat annual fee.

A Recovery Fee of 25% applies if Consultant's efforts result in the refund of insurance premiums, commissions or fees that Client had previously paid. A Recovery Fee of 25% also applies if Consultant's efforts result in the payment of previously closed or denied claims. This fee applies only as described above; it does not apply to premium savings realized as a result of the competitive insurance bid process.

It is understood that services are being furnished in an advisory and consulting capacity only. Client has not delegated control of its insurance program to Consultant by this contract.

Consultant is not soliciting any products of insurance, nor under any circumstance will it be named as producer on such. Client retains all rights to assign producers of their choice.

**EXECUTED BY:**

Zigmund & Co., Ltd. T/A  
The Zigmund Co., Ltd.

*Ryszard Morski-Keller, President*

Date: *July 2, 2014*

City of Williamsport

*Coabe Campion* Mayor  
*Margaret J. Stroh* Controller  
Date: *7-24-14*

*James Frank* Attest

The **Zigmund** Co.

2319 Walnut Street  
Harrisburg, PA 17103  
Phone: 717-232-7551  
Fax: 717-232-7552

July 2, 2014

Mr. William E. Nichols, Jr.  
Director of Administration  
City of Williamsport  
245 West Fourth Street  
Williamsport, PA 17703

RE: Insurance Consulting Agreement

Dear Bill:

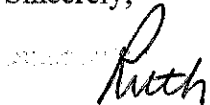
Enclosed for the City's review and consideration is our Agreement for Insurance Consulting Services for the term August 1, 2014 to July 31, 2015.

The fees, terms and conditions of the Agreement are the same as the expiring Agreement. The agreement defines our ongoing role with the City's effective Safety Committee.

We look forward to working with you, your staff and the City in the upcoming contract term. We are available to attend the Council meeting for approval of this proposed agreement if you would like us to be there.

If you should have any questions or concerns, please do not hesitate to call.

Sincerely,



Ruth A. Moraski Keller, CPCU

Enclosures