

**OCEAN COUNTY MUNICIPAL JOINT INSURANCE FUND  
MINUTES  
MARCH 12, 2015  
TOMS RIVER MUNICIPAL BUILDING  
3:00 P.M.**

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Meeting Called to Order by Acting Chairman Shives. Open Public Meeting Statement read into the record.

Pledge of Allegiance

**ROLL CALL OF EXECUTIVE COMMITTEE::**

James Pine, Chairperson, Township of Eagleswood	Absent
Charlene Carney, Vice Chair, Borough of Pine Beach	Present
Paul Shives, Secretary, Township of Toms River	Present
Diane Lapp, Township of Manchester	Present
Veronica Laureigh, Twp. of Lacey	Present (3:04 pm)
Dave Pawlishak, Borough of Surf City	Present
Christopher Parlow, Borough of Lavallette	Present
Joseph Gilsenan, Township of Brick, Alternate #1	Present
Isaac Akerman, Township of Lakewood, Alternate #2	Absent

**APPOINTED OFFICIALS PRESENT:**

<b>Executive Director /Administrator</b>	Perma Risk Management Services	Stephen Sacco	Present
<b>Attorney</b>	Citta, Holzapfel, Zabarsky	Steven Zabarsky, Esq.	Absent
<b>Treasurer</b>		Bill Garofalo	Present
<b>Claims Service</b>	Qual-Lynx	Kathie Tyler-Schohl	Present
<b>Underwriting</b>	Conner Strong & Buckelew	Ed Scioli	Absent
<b>Manager</b>			
<b>Safety Director</b>	JA Montgomery	Joanne Hall	Absent
<b>Risk Management</b>	Conner Strong & Buckelew	Mike Avalone	Present
<b>Consultants</b>			

**ALSO PRESENT**

Jason Thorpe, Perma  
Tom Tallon, Ship Bottom  
Greg Handshy, Jackson  
Jennifer Goldstein, CSG  
James Holzapfel, Esq.  
Joe Mirarchi, JA Montgomery

**APPROVAL OF MINUTES:** January 8, 2015

**MOTION TO APPROVE OPEN & CLOSED MINUTES FOR ABOVE REFERENCED MEETING**

**MOTION:** Commissioner Gilsenan  
**SECOND:** Commissioner Laureigh  
**VOTE:** Unanimous

**CORRESPONDENCE:**

Mr. Sacco referred to the letter from Qual-Lynx enclosed within the agenda booklet. He indicated that the letter states that Qual-Lynx was acquired by Cigna. Mr. Sacco added that he has been assured that there will be no significant changes and the transition would be seamless.

**COMMITTEE REPORTS:**

**The Claims Review Committee:** Met on Monday, March 9, 2015. Minutes from that meeting were distributed prior to the meeting. A verbal report will be provided during the Closed Session portion of the meeting.

**TREASURER:**

Mr. Garofalo reviewed the report he distributed prior to the meeting detailing the financial portfolio of the Fund as well as the cash investments and imprest/transfers. He also reported on the Bills List for the month that was distributed prior to the meeting.

**MOTION TO ACCEPT CLAIMS/IMPREST TRANSFERS FOR JANUARY 2015 AND FEBRUARY 2015 AS CERTIFIED BY THE TREASURER**

**MOTION:** Commissioner Pawlishak  
**SECOND:** Commissioner Lapp  
**ROLL CALL VOTE:** Unanimous

February 2015

<b>FUND YEAR</b>	<b>AMOUNT</b>
2014	\$21,488.64
2015	\$877,844.46
<b>TOTAL</b>	<b>\$899,333.10</b>

**MOTION TO APPROVE RESOLUTION # 9-15 APPROVAL FOR PAYMENT OF FEBRUARY 2015 BILL LIST**

**MOTION:** Commissioner Pawlishak  
**SECOND:** Commissioner Lapp  
**ROLL CALL VOTE:** Unanimous

March 2015

<b>FUND YEAR</b>	<b>AMOUNT</b>
2013	\$7,635.00
2015	\$14,922.24
<b>TOTAL</b>	<b>\$151,557.24</b>

**MOTION TO APPROVE RESOLUTION # 10-15 APPROVAL FOR PAYMENT OF MARCH 2015 BILL LIST**

**MOTION:** Commissioner Parlow  
**SECOND:** Commissioner Pawlishak  
**ROLL CALL VOTE:** Unanimous

Mr. Garofalo informed the Board that there are currently 2 municipalities and 2 districts that have not paid their assessments. He noted that he and Mr. Avalone have contacted the entities. Mr. Sacco suggested that he and Mr. Avalone could contact the entities and advise them that if payment is not received by the March meeting, the 10% late fee will be applied. Commissioner Shives asked the Board if they were in agreement with the suggestion. The Board indicated that they were in agreement. Mr. Sacco advised that he and Mr. Avalone would proceed.

*Copy of the Treasurer's Report made a part of the Minutes.*

## **EXECUTIVE DIRECTOR:**

**CLAIMS REVIEW COMMITTEE:** The Claims Review Committee met on Monday, March 9, 2015. Report given during closed session.

**MEL MEETING** – Mr. Sacco indicated that the MEL met on March 4, 2015 at the Forsgate. He then referred to Commissioner Shives’s reports of the March and January meetings enclosed within the agenda booklet.

**2015 MEL & MR HIF EDUCATIONAL SEMINAR:** Mr. Sacco referred to the agenda and registration form for the annual MEL & MRHIF Educational Seminar at to the National Conference Center at the East Windsor Holiday Inn. He indicated that the seminar is scheduled for Friday April 17, 2015. Mr. Sacco added that the Banking and Insurance Commissioner Kenneth Kobylowski will keynote the annual seminar. He further added that continuing education credits are available, or are pending approval, for CFO/CMFO, Clerks, Public Works, Insurance Producers, Purchasing Agents, Accountants, Lawyers, TCH Water Supply, Wastewater, RPPO and QPA.

**RESIDUAL CLAIMS FUND** – Mr. Sacco advised that the RCF also met on March 4, 2015 at the Forsgate. He then referred to Commissioner Shives’s reports of the March and January meetings enclosed within the agenda booklet.

**E-JIF MEETING** – Mr. Sacco indicated that the E-JIF too met on March 4, 2015 at the Forsgate. He then referred to Commissioner Shives’s reports of the March and January meetings enclosed within the agenda booklet.

**2015 PRIMA CONFERENCE** – Mr. Sacco informed the Committee that the 2015 PRIMA Annual Conference will take place June 7-10, 2015, at the George R. Brown Convention Center in Houston, Texas.

After a brief discussion, it was the Executive Committee’s decision to pass on adopting Resolution 11-15, authorizing travel and related expenses for attendance of Ocean JIF members at the annual PRIMA Convention.

**PROFESSIONAL SERVICE AGREEMENTS** - Mr. Sacco indicated that in 2006, the Ocean JIF adopted standard contract language for professional service agreements. He advised that the MEL Fund Attorney has recommended all standard contracts be updated to track to language in the law on Political Contributions, Affirmative Action and Records. Mr. Sacco noted that the MEL, EJIF, RCF, and several local JIF have adopted this change. He further noted that the changes were approved by the Fund Attorney and referred to a letter from his office. Mr. Sacco then referred to Resolution 12-15 which included the recommended form – with tracked changes.

**MOTION TO ADOPT RESOLUTION #12-15 AMENDED THE FUND'S STANDARD CONTRACT PROVISIONS.**

**MOTION:** Commissioner Parlow  
**SECOND:** Commissioner Laureigh  
**ROLL CALL VOTE:** Unanimous

**2015 FINANCIAL DISCLOSURE FORMS** - Mr. Sacco advised that the Division of Local Government Services has indicated that online filing will be implemented again for 2015. He noted that the deadline to file is April 30<sup>th</sup>. Mr. Sacco further noted that Mr. Thorpe will distribute instructions to commissioners on how to file once a roster is finalized.

**DUE DILIGENCE REPORTS** - Mr. Sacco referred the Committee to the year-end Financial Fast Track chart contained within the agenda booklet. He advised that the Fund had a good year in 2014. Mr. Sacco then informed the Committee on the Fund's current statutory surplus position. He added that since inception, the Fund has returned \$23,487,610 to its members in way of dividends.

With nothing further, Mr. Sacco concluded his report.

**ATTORNEY:**

Mr. Holzapfel advised that his report would be given during closed session.

**SAFETY DIRECTOR:**

Mr. Mirarchi reviewed the January and February activities and the March agenda. He referred to the Safety Director Bulletins and announcements that have been sent to the membership. Mr. Mirarchi referred to the list of upcoming MSI training seminars and advised of the CEUs available.

Lastly, Mr. Mirarchi reminded the Committee that the Safety Awards & Kick Off Breakfast Meeting has been scheduled for Wednesday March 18, 2015 at 8:30 AM. The Breakfast will take place at the Clarion Hotel & Conference Center in Toms River, NJ. referred to the list of upcoming MSI training seminars and advised of the CEUs available.

*Copy of the Safety Director's Report made a part of the Minutes*

**UNDERWRITING MANAGER:**

Mr. Sacco indicated that Mr. Scioli was unable to attend the meeting and referred to the list of certificates enclosed within the agenda booklet.

*List of Certificates made part of the Minutes.*

**CLAIMS SERVICE:**

Ms. Tyler-Schohl indicated that the Claims Services report would be given in Closed Session.

**RISK MANAGEMENT CONSULTANT:**

Mr. Avalone advised that there are in-person Public Officials Risk Management seminars still available as well as the online training. He noted that the \$250 credit will be granted whether the seminar is completed in person or online. Mr. Avalone then referred to the online instructions enclosed within his report.

*Copy of the Risk Manager’s Report made a part of the Minutes.*

**MANAGED CARE:**

Ms. Goldstein introduced herself and advised that she would be taking over for Mr. McNamara for the time being. She then referred the Committee to her report contained in the Agenda packet.

*Monthly Report Made Part of Minutes.*

**OLD BUSINESS:**

None

**NEW BUSINESS:**

None

**PUBLIC COMMENT:**

None

**MOTION TO ENTER EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSING CLAIMS AND POTENTIAL LITIGATION:**

<b>MOTION:</b>	Commissioner Pawlishak
<b>SECOND:</b>	Commissioner Lapp
<b>VOTE:</b>	Unanimous

**MOTION TO ADJOURN EXECUTIVE SESSION:**

**MOTION:** Commissioner Laureigh  
**SECOND:** Commissioner Lapp  
**VOTE:** Unanimous

**MOTION TO APPROVE PAYMENT OF CLAIMS AS DISCUSSED IN EXECUTIVE SESSION, THE FOLLOWING PARS WERE APPROVED:**

**Workers Compensation**

X93242  
X98158  
X85016  
E79197  
Z06015  
X96772  
W56904

**GL, AL, and Property claims**

X35069  
X75740  
X02315  
Z02595  
Z00915  
X83947  
X26615  
X98681

**MOTION:** Commissioner Gilsenan  
**SECOND:** Commissioner Carney  
**ROLL CALL VOTE:** Unanmious

**MOTION TO ADJOURN MEETING:**

**MOTION:** Commissioner Lapp  
**SECOND:** Commissioner Carney  
**VOTE:** Unanimous

Meeting Adjourned at: 3:20 PM

NEXT MEETING: May, 2015 3:00 PM  
Toms River Municipal Building  
33 Washington Street  
Toms River, NJ 08754

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- Secretary

**OCEAN COUNTY MUNICIPAL JOINT INSURANCE FUND  
BILLS LIST**

**Resolution No. 9-15**

**FEBRUARY 2015**

**WHEREAS**, the Treasurer has certified that funding is available to pay the following bills:

**BE IT RESOLVED** that the Ocean County Municipal Joint Insurance Fund's Executive Board, hereby authorizes the Fund treasurer to issue warrants in payment of the following claims; and

**FURTHER**, that this authorization shall be made a permanent part of the records of the Fund.

**FUND YEAR 2014**

<u>CheckNumber</u>	<u>VendorName</u>	<u>Comment</u>	<u>InvoiceAmount</u>
<b>000298</b>			
000298	LITTLE EGG HARBOR TOWNSHIP	2014 POLICE ACCREDITATION - 01/2015	20,000.00
			<b>20,000.00</b>
<b>000299</b>			
000299	PERMA	POSTAGE FEE 12/2014	356.57
000299	PERMA	E-FILING 2014 1099 MISC	14.95
			<b>371.52</b>
<b>000300</b>			
000300	CITTA, HOLZAPFEL & ZABARSKY PC	LITIGATION MANAGEMENT - 12/2014	1,000.50
			<b>1,000.50</b>
<b>000301</b>			
000301	ASBURY PARK PRESS	ACCT ASB-028930 - 12/28/14 - BDGT NOTICE	66.50
			<b>66.50</b>
<b>000302</b>			
000302	ALLSTATE INFORMATION MANAGEMNT	DEPT: 411 - ACT & STOR - 12/31/2014	50.12
			<b>50.12</b>
Total Payments FY 2014			21,488.64

**FUND YEAR 2015**

<u>CheckNumber</u>	<u>VendorName</u>	<u>Comment</u>	<u>InvoiceAmount</u>
<b>000303</b>			
000303	APEX INSURANCE SVS, c/o XL INS	TECH ERRORS & OMISSIONS 1OF2 INSTALL'18	9,300.00
000303	APEX INSURANCE SVS, c/o XL INS	POL & EPL - 1 OF 2 INSTALLMENTS 2015	716,734.50
000303	APEX INSURANCE SVS, c/o XL INS	VOLUNT EMRG SERV DIR & OFFCR 1OF2 INSTAL	5,455.00
			<b>731,489.50</b>
<b>000304</b>			
000304	QUAL-LYNX	OUTSIDE ADJUSTER - 02/2015	5,380.75
000304	QUAL-LYNX	CLAIM ADMIN - 02/2015	55,272.00
			<b>60,652.75</b>
<b>000305</b>			
000305	J.A. MONTGOMERY RISK CONTROL	LOSS CONTROL SERVICES - 02/2015	9,907.10
			<b>9,907.10</b>
<b>000306</b>			
000306	PERMA	POSTAGE FEE 01/2015	64.36
000306	PERMA	EXECUTIVE DIRECTOR - 02/2015	23,538.00
			<b>23,602.36</b>
<b>000307</b>			



000307	THE ACTUARIAL ADVANTAGE	ACTUARIAL CONSULTING SERVICES - 02/2015	3,628.00
000307	THE ACTUARIAL ADVANTAGE	ACTUARIAL CONSULTING SERVICES - 01/2015	3,628.00
			<b>7,256.00</b>
<b>000308</b>			
000308	CITTA, HOLZAPFEL & ZABARSKY PC	LITIGATION MANAGEMENT - 01/2015	14,159.00
000308	CITTA, HOLZAPFEL & ZABARSKY PC	ATTORNEY FEE 01/2015	3,394.25
			<b>17,553.25</b>
<b>000309</b>			
000309	CONSOLIDATED SERVICES GRP, INC	MANAGED CARE SERVICES - 02/2015	23,190.92
			<b>23,190.92</b>
<b>000310</b>			
000310	WILLIAM GAROFALO	TREASURER FEE - 02/2015	2,809.00
			<b>2,809.00</b>
<b>000311</b>			
000311	ASBURY PARK PRESS	ACCT ASB-028930 - 01/28/15 - MTG NOTICE	59.00
			<b>59.00</b>
<b>000312</b>			
000312	CONNER STRONG & BUCKELEW	UNDERWRITING MANAGER - 02/2015	924.58
			<b>924.58</b>
<b>000313</b>			
000313	EXECU-TECH, INC.	MONTHLY WEBSITE MAINTENANCE FEE 02/2015	200.00
000313	EXECU-TECH, INC.	MONTHLY WEBSITE MAINTENANCE FEE 01/2015	200.00
			<b>400.00</b>
		Total Payments FY 2015	877,844.46

**TOTAL PAYMENTS ALL FUND YEARS \$ 899,333.10**

## OCEAN COUNTY MUNICIPAL JOINT INSURANCE FUND

# BILLS LIST

Resolution No. 10-15

MARCH 2015

WHEREAS, the Treasurer has certified that funding is available to pay the following bills:

BE IT RESOLVED that the Ocean County Municipal Joint Insurance Fund's Executive Board, hereby authorizes the Fund treasurer to issue warrants in payment of the following claims; and

FURTHER, that this authorization shall be made a permanent part of the records of the Fund.

## FUND YEAR 2013

<u>CheckNumber</u>	<u>VendorName</u>	<u>Comment</u>	<u>InvoiceAmount</u>
<b>000315</b>			
000315	J.A. MONTGOMERY RISK CONTROL	2013 FULL SURVEY: RIGHT TO KNOW	7,635.00
			<b>7,635.00</b>
		Total Payments FY 2013	7,635.00

## FUND YEAR 2015

<u>CheckNumber</u>	<u>VendorName</u>	<u>Comment</u>	<u>InvoiceAmount</u>
<b>000316</b>			
000316	QUAL-LYNX	OUTSIDE ADJUSTER - 03/2015	5,380.75
000316	QUAL-LYNX	PERFORMANCE BOND - 2015	3,316.00
000316	QUAL-LYNX	CLAIMS ADMIN - 03/2015	55,272.00
			<b>63,968.75</b>
<b>000317</b>			
000317	J.A. MONTGOMERY RISK CONTROL	LOSS CONTROL SERVICES - 03/2015	9,907.10
			<b>9,907.10</b>
<b>000318</b>			
000318	PERMA	POSTAGE FEE 02/2015	3.36
000318	PERMA	EXECUTIVE DIRECTOR FEE 03/2015	23,538.00
			<b>23,541.36</b>
<b>000319</b>			
000319	THE ACTUARIAL ADVANTAGE	ACTUARIAL CONSULTING SERVICES - 03/2015	3,628.00
			<b>3,628.00</b>
<b>000320</b>			
000320	CITTA, HOLZAPFEL & ZABARSKY PC	LITIGATION MANAGEMENT - 02/28/2015	12,109.20
000320	CITTA, HOLZAPFEL & ZABARSKY PC	ATTORNEY FEE 02/28/2015	3,394.25
			<b>15,503.45</b>
<b>000321</b>			
000321	CONSOLIDATED SERVICES GRP, INC	MANAGED CARE SERVICES - 03/2015	23,190.92
			<b>23,190.92</b>
<b>000322</b>			
000322	WILLIAM GAROFALO	TREASURER FEE 03/2015	2,809.00
			<b>2,809.00</b>
<b>000323</b>			
000323	ALLSTATE INFORMATION MANAGEMNT	ACCT 411 - ACT & STOR - 01/31/2015	57.08
			<b>57.08</b>
<b>000324</b>			
000324	CONNER STRONG & BUCKELEW	UNDERWRITING MANAGER - 03/2015	924.58
			<b>924.58</b>

<b>000325</b>			
000325	EXECU-TECH, INC.	MONTHLY WEBSITE MAINTENANCE - 03/2015	200.00
000325	EXECU-TECH, INC.	WEBSITE SQUARE SPACE HOSTING FEE	192.00
			<b>392.00</b>
		Total Payments FY 2015	14,922.24

**TOTAL PAYMENTS ALL FUND YEARS \$ 151,557.24**

**RESOLUTION NO: 12 - 15**

**OCEAN COUNTY MUNICIPAL JOINT INSURANCE FUND**  
(hereafter referred to as "THE FUND")

**AMENDING THE FUND'S STANDARD  
PROFESSIONAL SERVICE AGREEMENT**

**WHEREAS**, THE FUND is duly constituted as a Municipal Joint Insurance Fund, as permitted under the laws promulgated by the State of New Jersey, (N.J.S.A. 40A-36, et.seq

**WHEREAS**, the Fund approved contract language for the standard provisions that pertain to every provider unless specifically altered in the front section on January 18, 2006; and

**WHEREAS**, changes in the state law necessitates modifications to the standard contract; in particular language for Political Contributions, Affirmative Action and Recordkeeping;

**NOW, THEREFORE, BE IT RESOLVED** that the amendments to the standard contract, attached heretofore, shall be adopted by the FUND for all contracts until this resolution is amended or appealed.

ADOPTED this day;

**Exhibit A**

**STANDARD PROVISIONS**  
**Adopted by the FUND on January 12, 2006**

Unless otherwise provided, the following provisions shall apply to the SERVICE AGREEMENT between the SERVICE PROVIDER and the FUND

**INDEMNIFICATION AND HOLD HARMLESS:** SERVICE PROVIDER shall indemnify, defend and hold the FUND, its Commissioners, appointed officials and member municipalities harmless from any and all claims or liabilities arising out of the activities of the SERVICE PROVIDER, its employees and agents in connection with all activities undertaken by the SERVICE PROVIDER, pursuant to this Agreement. It is the intention of the parties that any claim for relief of any type being asserted against the FUND, its Commissioners, appointed officials and member municipalities, based upon any act or omission of the SERVICE PROVIDER, its affiliates and successors, shall be the responsibility of the SERVICE PROVIDER, and the SERVICE PROVIDER shall hold the FUND harmless from same.

**INSURANCE:** SERVICE PROVIDER shall provide, at its own cost and expense, proof of the following minimum insurance to the FUND:

Workers' Compensation: Statutory plus \$100,000/\$500,000/\$100,000 for employers' liability:

General Liability: \$1,000,000/\$2,000,000 CSL for bodily injury, property damage, and personal injury:

Automobile Liability: \$1,000,000 CSL covering all owned/non-owned, and hired automobiles:

Professional Liability Insurance: \$1,000,000/\$1,000,000 aggregate:

Bond: If required by the by-laws or pursuant to NJAC 11:15-2 et seq., The SERVICE PROVIDER shall be bonded in a form and amount acceptable to the FUND's governing body

Failure by the SERVICE PROVIDER to supply written evidence of these coverages shall result in default. It is required that, wherever possible, the FUND be named as an "additional named insured" on any certificate of insurance. The insurance companies for the above coverages must be licensed, solvent and acceptable to the FUND. SERVICE PROVIDER shall not take any action to cancel or materially change any of the above insurance required under this Agreement without FUND approval. Maintenance of insurance under this section shall not

relieve SERVICE PROVIDER of any liability greater than the insurance coverage.

**POLITICAL CONTRIBUTIONS:** ~~This section~~ Compliance with the New Jersey Campaign Contributions and Expenditures Reporting Act, N.J.S.A. 19:44A-1 et seq. shall be a material term and condition of this contract and shall be binding upon the parties hereto upon execution of this Contract. The following provision only applies to the SERVICE PROVIDER if the appointment was not made pursuant to a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et ~~Seq~~ seq. By acceptance of this Agreement, the SERVICE PROVIDER certifies that in the one year period preceding the date that this contract is legally authorized that neither the SERVICE PROVIDER business entity nor any persons holding 10% or more of the issued and outstanding stock of the SERVICE PROVIDER business entity or entitled to receive the benefit of 10% or more of the revenues and/or profits of the SERVICE PROVIDER business entity have made any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c.19 would bar the award of this contract. This includes any reportable contribution to any official, candidate, joint candidates committee or political party representing elected officials or candidates as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r) of any member local unit insured by the FUND. Further, the SERVICE PROVIDER and all persons holding 10% or more of the issued and outstanding stock of the SERVICE PROVIDER business entity or entitled to receive the benefit of 10% or more of the revenues and/or profits of the SERVICE PROVIDER business entity shall not make such contributions during the period of this contract.

**TERMINATION:** The FUND may terminate this Agreement, at any time during the term thereof by the giving of ninety (90) days written notice, setting forth the cause or causes for termination to the SERVICE PROVIDER. The SERVICE PROVIDER shall have the opportunity for a hearing before the FUND's Executive Committee. The FUND's Executive Committee shall determine whether the reasons for the termination can be amicably and reasonably resolved or whether, in its sole determination, the Agreement shall be terminated. The SERVICE PROVIDER may terminate this Agreement, at any time during the term thereof, by the giving of ninety (90) days written notice.

**OWNERSHIP OF RECORDS:** All records and data of any kind relating to the FUND shall belong to the FUND,

and shall be surrendered to the FUND upon expiration or termination of this Agreement. At all times during the term of this Agreement and for a period of ~~two (2)~~ five (5) years ~~following any termination or expiration from the date of final payment~~, the FUND, its appointed officials and other designated representatives, as authorized by the FUND, shall have access to records and files maintained by the SERVICE PROVIDER for the FUND during normal business hours. Furthermore, such records, books, and files relating to the operation and business of the FUND are the property of the FUND, regardless of site stored. Information released to the SERVICE PROVIDER by the FUND for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties. In addition, Records must be made available to the state office of comptroller upon request.

**PAYMENT:** Payment shall be made in monthly installments, (unless otherwise specified), provided the SERVICE PROVIDER submits a duly authorized voucher at least 10 days prior to the next regularly scheduled meeting of the FUND's governing body. Final Payment may be withheld until the vendor's continued service is determined. If the vendor's contract will not be renewed or is terminated – final payment will not be made until all provisions of the contract have been satisfied

The payment scheduled is subject to any rules and regulations promulgated by the Department of Banking & Insurance and the Department of Community Affairs.

**SPECIAL PROVISIONS RELATING TO COMPENSATION.** The compensation or service fee set forth in this Agreement includes:

All administrative staff, including support staff, necessary to perform the work required of the SERVICE PROVIDER.

Use of all physical equipment, and there shall be no further charges for rent, light, heat, office equipment or similar items.

In-house computer services including all software and hardware provided by the SERVICE PROVIDER for the FUND's use, it being understood that the software and hardware is and shall remain the property of the SERVICE PROVIDER. All data and records which pertain to the business and activities of the FUND shall be the property of the FUND and upon the request of the FUND's Executive Committee or Executive Director/Administrator the SERVICE PROVIDER shall provide a complete and current copy of all such data and records to the FUND's Executive Committee or Executive Director/Administrator in either hard copy or on computer tape or disk or both as the FUND's Executive Committee or Executive Director/Administrator may specify providing the SERVICE PROVIDER is able to comply with the type of copy request.

Furthermore, the SERVICE PROVIDER shall take all reasonable steps necessary to safeguard data files, reports or other information from loss, destruction or erasure. Liability for cost or expense of replacing for damages resulting from

the loss of such data shall be borne by the SERVICE PROVIDER unless at the time of loss, said data was in the exclusive custody of the FUND.

**INDEPENDENT CONTRACTOR STATUS:** The SERVICE PROVIDER at all times shall be an independent contractor, and employees of SERVICE PROVIDER shall in no event be considered employees of the FUND. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this Agreement or performance there under.

**ENTIRE AGREEMENT:** This instrument contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto.

**NEW JERSEY LAW:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

**BINDING ON SUCCESSORS AND ASSIGNS:** Except as otherwise provided herein, all terms, provisions and conditions of this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.

**NO ASSIGNMENT:** the SERVICE PROVIDER shall not assign This Agreement without the specific written consent of the FUND.

**MODIFICATION:** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the FUND and the SERVICE PROVIDER.

**NO WAIVER:** No waiver of any term, provision or condition contained in this Agreement, nor any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of any such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

**PARTIAL INVALIDITY:** If any term, provision or condition contained in this Agreement, or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, provision or condition contained in this Agreement shall be valid and enforced to the fullest extent permitted by the law provided, however, that no such invalidity shall in any way reduce services to be performed by the SERVICE PROVIDER to the FUND.

**CAPTIONS:** The captions or paragraph headings contained in this Agreement are solely for purpose of convenience and shall not be deemed part of this

Agreement for the purpose of construing the meaning thereof or for any other purpose.

**CONFLICT of INTEREST:** This contract may be voided by the Fund Commissioners if the SERVICE PROVIDER fails to disclose an actual or potential conflict of interest as defined in the FUND's Bylaws, or in N.J.S.A. 40A:9-22.1 et. Seq. (the "Local Government Ethics Laws").

**PROPRIETARY INFORMATION:** The SERVICE PROVIDER shall not reveal to any third party any information that the FUND has defined as proprietary without the express written consent of the FUND. In addition, the SERVICE PROVIDER shall promptly advise the FUND upon being interviewed or retained by a prospective new client operating in the field of casualty insurance involving public entities or public agencies in the State of New Jersey. Failure to comply with these requirements shall represent cause for termination of this agreement, in accordance with ~~Section III~~ THE TERMINATION CLAUSE of this agreement.

**ELECTRONIC MAIL:** The SERVICE PROVIDER agrees that it shall maintain and utilize the electronic mail systems in order to communicate with other service providers of the FUND and to meet reporting requirements of the Executive Director/Administrator's office. The SERVICE PROVIDER agrees that all financial and agenda reports shall be submitted in electronic formats established by the Fund Commissioners via electronic mail. The SERVICE PROVIDER further agrees that all personnel working under this contract shall direct access to the SERVICE PROVIDER's electronic mail system and shall have individual electronic mail addresses.

**AFFIRMATIVE ACTION:**  
During the performance of this ~~agreement~~ contract, the SERVICE PROVIDER agrees as follows:

The SERVICE PROVIDER, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, ~~sex~~, affectional or sexual orientation.

The gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the SERVICE PROVIDER will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, ~~sex~~, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not ~~be~~ limited to the following: ~~employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.~~

The SERVICE PROVIDER agrees to post in conspicuous places, available to employees and applicants for

employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination ~~clause~~ clause.

The SERVICE PROVIDER, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the SERVICE PROVIDER, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, ~~sex~~, affectional or sexual orientation ~~gender identity or expression, disability, nationality or sex~~.

The SERVICE PROVIDER, where applicable, will send to each labor union or representative ~~of~~ workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or ~~workers'~~ workers' representative of the SERVICE PROVIDER'S commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The SERVICE PROVIDER, where applicable, agrees to comply with ~~the any~~ regulations promulgated by the Treasurer pursuant to ~~P.L. 1975, c. 127, N.J.S.A. 10:5-31 et seq.~~ P.L. 1975, c. 127, N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The SERVICE PROVIDER agrees to ~~attempt to~~ make good faith ~~efforts~~ to employ minority and ~~female~~ women workers consistent with the applicable county employment goals ~~prescribed by N.J.A.C. 17-27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or established~~ in accordance with N.J.A.C. 17-27-5.2, or a binding determination of the applicable county employment goals determined by the ~~Affirmative Action Office~~ Division, pursuant to N.J.A.C. 17-27-5.2 ~~promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.~~

The SERVICE PROVIDER agrees to inform, in writing, ~~its~~ appropriate recruitment agencies ~~in the area, including but not limited to,~~ employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, ~~sex~~, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The SERVICE PROVIDER agrees to revise any of its testing procedures, if necessary, to assure that all ~~personnel~~ personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal court decisions.

~~The~~In conforming with the applicable employment goals,  
~~the~~ SERVICE PROVIDER agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, ~~sex,~~ affectional or sexual orientation, ~~and conform with the applicable employment goals~~gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The SERVICE PROVIDER shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

The SERVICE PROVIDER shall furnish such reports or other documents to the ~~Affirmative Action Office~~Division of Contract Compliance & EEO as may be requested by the ~~office~~Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the ~~Affirmative Action Office~~Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code ~~(at~~ N.J.A.C. 17:27)~~;~~.