

PROFESSIONAL SERVICES AGREEMENT
between the
Middlesex County Municipal Joint Insurance Fund
and
New Jersey Risk Managers & Consultants, LLC

WHEREAS, the **Middlesex County Municipal Joint Insurance Fund**, hereinafter referred to as the “**Fund**” has been organized under the provisions of N.J.S.A. 40A:10-36 et seq., and requires the regular services of an Executive Director; and

WHEREAS, **New Jersey Risk Managers & Consultants, LLC**, having its place of business at 20 West End Avenue, P. O. Box 367, Somerville, New Jersey 08876, and hereinafter referred to as the “**Service Provider**” is experienced in the operation and management of joint insurance funds.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, IT IS AGREED by and between the **Fund** and the **Service Provider** as follows:

I. APPOINTMENT. The **Service Provider** is hereby appointed and retained as Executive Director to the **Fund** with Barbara Murphy as the person serving as a point of contact.

II. TERM. The term of this appointment shall commence on December 15, 2023, and shall continue through December 31, 2024 and until a successor is appointed, in accordance with the terms and conditions of this Agreement.

III. TERMINATION OF AGREEMENT. Either party may terminate this Agreement without cause, at any time during the term hereof, by the giving of sixty (60) days written notice to the other party or sooner if either Party has breached this Agreement.

IV. SERVICES. The Executive Director shall report directly to the Commissioners or Executive Committee as may be required. Additionally, during the term of this Agreement, the **Service Provider** shall provide those services which are assigned to it by the Chairperson which shall include but not be limited to the following (“Services”):

- (a) Carrying out the policies of the Commissioners to provide for the day-to-day management of the Fund.
- (b) Advising the Commissioners on risk management matters and shall prepare draft modifications to the Fund’s Risk Management Plan.
- (c) Maintaining underwriting data and, if required, assist the Fund in the purchase of excess insurance.
- (d) Preparing draft bid specifications for services, as necessary.
- (e) Monitoring the performance of the service companies.
- (f) Reviewing and analyzing statistics and preparing an analysis thereof, including assessment, loss and expense reports.

- (g) Preparing a draft budget for review by the Commissioners.
- (h) Performing such other duties as provided for by the Fund Commissioners, the Bylaws, and the laws and regulations of the State of New Jersey.
- (i) Act as the liaison between the Commissioners and the insurance carriers, local risk managers, servicing agent, actuary and other employees or consultants of the Fund, except for the attorney, auditor and treasurer.
- (j) Arrange for the preparation of all minutes of Commissioner meetings and subcommittees as may be established and provide for their distribution, except the Executive Director shall not be responsible to the extent the secretary designated by the Fund to take the minutes at Fund meetings has been assigned such duties.
- (k) Be responsible for filing or causing the filing of notices in accordance with the Open Public Meetings Act.
- (l) Oversee the preparation and distribution of meeting agendas and appropriate information.
- (m) Establishing a mechanism for handling and responding to the special requests from members, such as insurance certificates.
- (n) Act as the conduit providing answers for all questions regarding interpretation of insurance policies.
- (o) Ensuring compliance with all state laws and procedures, including forwarding of information, as required, to the Department of Banking and Insurance and/or to the Department of Community Affairs.
- (p) Maintain or oversee the maintaining of the Fund's official records except as otherwise provided by law.
- (q) Supervise the issuance or review of requests for proposals and/or bids for services in accordance with the Local Public Contracts Law.

V. STANDARDS OF PERFORMANCE. The **Service Provider** shall perform all technical and professional services required under this Agreement with that degree of skill normally shown by a person performing such services. **Service Provider** shall at all times use reasonable efforts on behalf of the **Fund** to assure timely and satisfactory rendering and completion of its Services.

Service Provider acknowledges that it is entrusted with, or has access to, valuable and confidential information and records of the **Fund** and that, with respect to the information and records of the Fund, the **Service Provider** agrees to maintain the confidentiality of the information and records of the Fund in accordance with the standards of care and diligence applicable to the position of Executive Director.

Service Provider shall at all times act in the best interests of the **Fund** in performing the duties of Executive Director. **Service Provider** shall perform all Services in accordance with the terms and conditions of this Agreement and to the reasonable satisfaction of the Commissioners of

the Fund. **Service Provider** promises to furnish its best skill and judgment and to cooperate with the officials, employees, and agents of the **Fund** in furthering the **Fund's** interests.

Service Provider shall assure that all Services which require the exercise of professional skills of judgment shall be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. **Service Provider** shall remain responsible for the professional and technical accuracy of all Services furnished, whether by **Service Provider** or its subcontractors or others on its behalf.

If **Service Provider** fails to comply with the foregoing standards, **Service Provider** shall perform again, at its own expense, any and all Services required to be re-performed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any and all of the Services by the **Fund** shall not relieve **Service Provider** of its responsibility for the professional and technical accuracy of these Services. This provision in no way limits the **Fund's** rights against **Service Provider** either under this Agreement, at law or in equity.

VI. COMPENSATION. The **Fund** shall pay the **Service Provider** One Hundred Twenty-Five Thousand (\$125,000) dollars annually, paid monthly at a rate of \$10,416.67 plus reasonable out-of-pocket disbursements. For the period from December 15, 2023, to December 31, 2023, the compensation shall be \$5,208.34. For out-of-pocket expenses that exceed \$500, Service provider shall seek the prior approval of such out-of-pocket expenses from the Board Chair of the Fund.

Upon mutual consent by the Fund and the Service Provider, the annual amount set forth above will be increased to account for the Service Provider performing additional duties requested by the Fund Commissioners pursuant to Section IV. (h), above.

VII. AFFIRMATIVE ACTION. During the performance of this Agreement, 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 **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. 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;

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;

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' representative of the **Service Provider's** commitments under this Agreement 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 regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The **Service Provider** agrees to attempt in good faith to employ minority and female 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 in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office ("Office") 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, appropriate recruitment agencies in the area, including 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, 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 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 **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, 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 furnish such reports or other documents to the Affirmative Action Officers as may be requested by the Office 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 for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

VIII. INSURANCE. Except as elsewhere provided herein, **Service Provider** shall provide, at its own cost and expense, proof of the following insurance to the **Fund**:

A. Workers' Compensation: Statutory - in compliance with the Workers' Compensation Law of the State of New Jersey.

B. General Liability: Minimum limit of liability, per occurrence, for bodily injury of \$1,000,000 and minimum limit of liability of \$250,000 for property damage.

C. Automobile Liability: Minimum limit of liability, per occurrence, for bodily injury of \$1,000,000 and minimum limit of liability of \$250,000 for property damage. Insurance coverage for owned, hired and non-owned automobiles.

D. Malpractice or Errors and Omissions Liability: Minimum limit of liability of \$1,000,000 per occurrence, as applicable.

Failure by the **Service Provider** to supply such written evidence shall result in default.

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.

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

X. BINDING ON SUCCESSORS AND ASSIGNS. To the extent that this Agreement may be assigned pursuant to Section XII, except as otherwise may be provided in this Agreement, all terms, provisions and conditions of this Agreement shall be binding on, and inure to the benefit of, the parties, their respective personal representatives, successors and assigns.

XI. NO ASSIGNMENT. This Agreement may not be assigned by the **Service Provider** without the express written consent of the **Fund**.

XII. 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**.

XIII. 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.

XIV. PARTIAL INVALIDITY. If any term, provision or condition contained in this Agreement, or application thereof to any person or circumstances shall, at any time, or to any extent, be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term of provision to persons or circumstances other than those as to which this Agreement is invalid or unenforceable, shall not be affected, 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**.

XV. CAPTIONS. The captions of paragraph heading contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

XVI. INDEMNIFICATION AND HOLD HARMLESS.

A. **Service Provider** shall indemnify, defend and hold the **Fund** harmless from the damages caused by the acts, omissions or negligence of the Service Provider.

A. The Fund agrees to indemnify, defend, and hold harmless the Service Provider from any and all loss, cost, damage, and expenses arising from:

- i. Any financial obligation to contribute to the Fund's loss payment fund or provide funds for any payments due its members.
- ii. The negligent acts or omissions of the Fund and its members.
- iii. The execution of policies approved by the Fund.

XVII. 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 in this Agreement, shall exist either as a result of the execution of this Agreement or performance under this Agreement.

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

XIX. OWNERSHIP OF RECORDS.

A. All records and data of any kind relating to the **Fund** shall belong to the **Fund** and be surrendered to the **Fund** upon expiration or termination of this Agreement; however, it being understood and agreed that all software and hardware is and shall remain the exclusive property of the Service Provider.

B. At all times during the term of this Agreement and for a period of five (5) years following any termination or expiration, 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. Upon termination of the Agreement, all records will be surrendered to the **Fund** within thirty (30) days of the termination date.

C. 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.

XX. NOTICES. All notices pursuant to this Agreement shall be hand delivered or sent by certified mail, return receipt requested, except for notice of change of address, which shall be deemed given when received by the addressee. All notices shall be deemed duly given when sent in the foregoing manner to the parties at the following addresses or to such other addresses as either party shall notify the other by notice under this paragraph:

(1) **To Fund:**

Middlesex County Municipal Joint Insurance Fund
1 Jocama Blvd, Suite 1C
Old Bridge, New Jersey 08857
Attn: Jeanette Larrison, Chairperson

(2) **To SERVICE PROVIDER:**

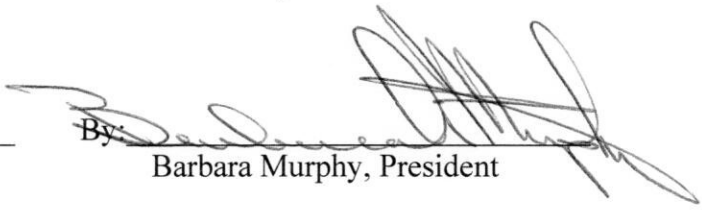
New Jersey Risk Managers & Consultants, LLC
20 West End Avenue
P. O. Box 367
Somerville, New Jersey 08876
Attn: Barbara Murphy

IN WITNESS WHEREOF, this Agreement has been executed effective the 15th day of December 2023, for the purposes and the term specified in this Agreement.

Middlesex County Municipal
Joint Insurance Fund

New Jersey Risk Managers &
Consultants, LLC

By: _____
Jeanette Larrison, Chairperson

By:  _____
Barbara Murphy, President

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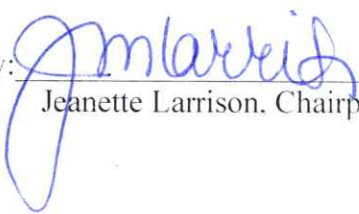
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By: _____


Jeanette Larrison, Chairperson

By: _____

Barbara Murphy, Manager