

SERVICE AGREEMENT

Between

The Ocean County Municipal Joint Insurance Fund hereinafter the **FUND** and

Julie N. Tarrant hereinafter the **SERVICE PROVIDER**

NOW, THEREFORE, IT IS AGREED by and between the **FUND** and the **SERVICE PROVIDER** as follows:

APPOINTMENT. The SERVICE PROVIDER is hereby appointed and retained as **Treasurer** for the FUND to provide the services detailed in the FUND's by-laws, plan of risk management, and N.J.A.C. 11:15-2 etc. seq. The term of this appointment shall commence on January 1, 2021 and continue until December 31, 2023 and may be reappointed for two 1-year terms until a maximum of five (5) year-term in accord with N.J.S.A. 40A:11-4.2. This appointment was made in accordance with a fair and open process pursuant to N.J.S.A. 19:44A-20.4 et. Seq. and the competitive contracting process pursuant to N.J.S.A. 40A:11-4.1 et seq. and N.J.A.C 5:34-4.1 et seq.

STANDARD PROVISIONS: Unless otherwise modified in writing, the contract standard provisions adopted by the FUND on January 12, 2006 with revisions adopted by the FUND on March 12, 2015 included in Exhibit A attached hereto ("Standard Provisions") shall apply to this agreement. To the extent that any provision or terms of this agreement conflicts with the Standard Provisions, the terms of the agreement shall control.

SERVICE PROVIDER REPRESENTATIVES: The SERVICE PROVIDER's designated representative(s) Julie N. Tarrant.

NOTICE: Notices under this Agreement shall be sent to:

Julie N. Tarrant
482 N. Lakeshore Drive
Brick, NJ 08723

Ocean County Municipal Joint Insurance FUND
c/o PERMA Risk Management Services
9 Campus Drive, Suite 216
Parsippany, NJ 07054
Attn: Executive Director/Administrator

With a copy to the FUND's General Counsel of record.

SPECIAL PROVISIONS – SERVICES: In addition to services detailed in the FUND's by-laws, plan of risk management, and N.J.A.C. 11:15-2 etc. seq the SERVICE PROVIDER will:

Deposit all receipts in bank accounts within 48 hours of receiving same.

Review all expense payment vouchers, checks and receipts prior to presentation of the bills' list to the Executive Committee.

Sign and distribute all expense payment checks.

Fund claim imprest accounts in amounts requested by claims administrators.

Compare claims administrator and treasurer records of claim payments, recoveries, voids, and adjustments and report variances to the claims administrator and Executive Director/Administrator.

Reconcile all checking and investment accounts prior to submittal of monthly reports to the Executive Committee and Executive Director/Administrator.

Submit a monthly report of cash and investment activity to the Executive Committee in a format acceptable to it.

Assist the Executive Director/Administrator's office in the preparation of the general ledger by supplying a report of cash and investment activity for a month at least one week prior to a subsequent month's Executive Committee meeting. Such report of cash and investment activity shall be in a format specified by the Executive Director/Administrator. The report shall be supplemented by:

- ◇ Checking and investment account reconciliations for the period.
- ◇ Copies of all bank and investment account statements for the period.
- ◇ Imprest account reconciliations for the period.

Review the monthly general ledger, trial balance, and financial fast track reports to assure that they are consistent with treasurer's cash and investment records.

Oversee and implement the Fund's cash and investment management plan.

Assure that all treasurer records are available for review by outside auditors within 30 days of June 30 and December 31 period ends.

Report monthly to the Executive Committee on delinquent assessments, and assist in collection of outstanding assessments.

Submit plans to the Executive Director/Administrator for correction of audit comments and recommendations dealing with functions relating to this scope of service.

Implement corrective action plans adopted by the Executive Committee for audit comments and recommendations.

Attend Executive Committee meetings and/or other meetings as may be deemed necessary to effectuate the scope of services.

Assist the Executive Director/Administrator in the preparation of the annual operating budget.

Perform other duties as requested by the Executive Committee and as outlined in Fund Bylaws, Risk Management Plan, Cash and Investment Management Plan, and in State statutes and regulations.

The Board of Fund Commissioners must authorize any unanticipated work assignment outside of the services described in this Section if such work assignment will result in additional compensation not contemplated herein.

COMPENSATION: For the services covered by this Agreement, the FUND shall pay to the SERVICE PROVIDER compensation for services a sum of thirty seven thousand nine hundred fifty-nine dollars (\$37,959) for work involving the current and any prior FUND years.

Payment shall be made within thirty (30) days after the first of each month, provided the SERVICE PROVIDER submits a duly authorized voucher to the FUND's Executive Director/Administrator at least 10 days prior to the next regularly scheduled meeting of the FUND's Executive Committee. Furthermore, this payment schedule is subject to the Rules and Regulations promulgated by the Department of Insurance and the Department of Community Affairs.

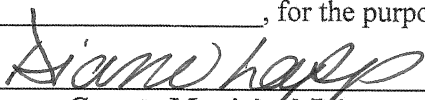
Adjustments to compensation for Fund year 2022 and 2023 will be established by the Board of Fund Commissioners at annual reorganization.

Furthermore, this payment schedule is subject to any rules and regulations promulgated by the Department of Banking and Insurance and the Department of Community Affairs.

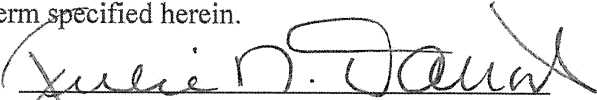
SPECIAL PROVISION - INSURANCE: The Insurance agreement in the standard provisions of the contract is replaced in its entirety the following:

The SERVICE PROVIDER shall be bonded in a form and amount acceptable to the Commissioner of Insurance. Said coverage to be paid by the FUND.

IN WITNESS WHEREOF, this Agreement has been executed on this _____ day of _____, for the purposes and the term specified herein.



Ocean County Municipal Joint
Insurance Fund



Service Provider

Attest

Exhibit A

STANDARD PROVISIONS

Adopted by the FUND on January 12, 2006

Revised by the Fund on March 12, 2015

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: 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. 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 five (5) years 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

This payment schedule 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 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 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, affectional or sexual orientation, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not 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, 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 or 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 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 any regulations promulgated by the Treasurer pursuant to 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 make good faith efforts to employ minority and women workers consistent with the applicable county employment goals 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 Division, pursuant to N.J.A.C. 17:27-5.2.

The SERVICE PROVIDER agrees to inform in writing its appropriate recruitment agencies 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, 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 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.

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, affectional or sexual orientation, 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 Division of Contract Compliance & EEO as may be requested by the 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 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.

