

**ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND  
RESOLUTION #2019- 43**

**A RESOLUTION AWARDING A CONTRACT TO THE ADMINISTRATOR**

**WHEREAS**, the Atlantic County Municipal Joint Insurance Fund has been organized pursuant to *N.J.S.A. 40A:10-36 et. seq.*; and

**WHEREAS**, the Fund Commissioners of the Atlantic County Municipal Joint Insurance Fund (ACMJIF) find that it is necessary and appropriate to recognize and appoint an Administrator to serve the Atlantic County Municipal Joint Insurance Fund; and

**WHEREAS**, the ACMJIF, under the "Fair and Open" process, issued and advertised on July 19, 2019 a Request for Proposals (RFP) for the position of Administrator for a one (1) year Contract with two (2) additional one (1) year Contract renewals, and the responses to the RFP were to be submitted to the Fund Solicitor by August 19, 2019; and

**WHEREAS**, the ACMJIF received, reviewed and evaluated the one (1) response that was received to the RFP, and after a complete evaluation and scoring process by the Strategic Planning Committee, the Chairpersons of all other Committees and the Executive Committee of the ACMJIF, Risk Program Administrators (Arthur J. Gallagher Risk Management Services, Inc.), with Paul A. Forlenza serving as the Executive Director and Paul J. Miola serving as the Deputy Executive Director, were recommended to be awarded the Contract to serve as Administrator for 2020; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Commissioners of the Atlantic County Municipal Joint Insurance Fund assembled in a public session on October 23, 2019, that:

Risk Program Administrators (Arthur J. Gallagher Risk Management Services, Inc.) is hereby awarded a Contract to serve as the Administrator for the Fund for a term commencing January 1, 2020, and continuing until January 1, 2021 with two (2) additional one (1) year renewals in accordance with the Service Contract which is attached hereto.

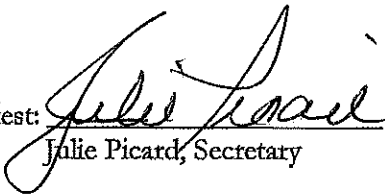

**BE IT FURTHER RESOLVED** that the rate of compensation for Risk Program Administrators (Arthur J. Gallagher Risk Management Services, Inc.) to serve as Administrator for a term commencing January 1, 2020, and continuing until January 1, 2021, shall be in the amount of \$996,693.00 as set forth specifically in the Service Contract which is attached hereto; and

**BE IT FURTHER RESOLVED** that the copies of this Resolution shall be provided to the Administrator, Solicitor, and claims Administrator of the Atlantic County Municipal Joint Insurance Fund and those herein appointed for their information and attention.

**BE IT FURTHER RESOLVED** that that the Fund Chairman and the Fund Secretary are hereby authorized to execute the Service Contract, a copy of which is attached hereto.

This Resolution was duly adopted by the Atlantic County Municipal Joint Insurance Fund at a public meeting held on October 23, 2019.

**ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND**

Attest:  By:   
Julie Picard, Secretary Ingrid Perez, Chairperson

Date: October 23, 2019

# ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND

## SERVICE CONTRACT ADMINISTRATOR

THIS AGREEMENT is made this \_\_\_\_ day of January, AD 2020, by and between the ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND, referred to as the "ACMJIF", and RISK PROGRAM ADMINISTRATORS (Arthur J. Gallagher Risk Management Services, Inc.), authorized to do business within the State of New Jersey, hereinafter referred to as "ADMINISTRATOR."

### I. SCOPE OF SERVICES

The Administrator shall provide all of the necessary staff and supervision for the ACMJIF in accordance with and in full compliance with all applicable laws, rules and regulations governing the administration of Municipal Joint Insurance Funds and the ACMJIF Bylaws, Risk Management Plan and related instruments; and the Administrator shall act as the representative of the ACMJIF in all matters relating to such administration. The Administrator shall also advise the Fund Commissioners and the Executive Committee on Risk Management matters, coordinate the activities of other service providers and professionals appointed by the ACMJIF and report to the Fund Commissioners in a timely manner. The duties and responsibilities of the Executive Director/Administrator shall include the following:

1. Designate (with the approval of the ACMJIF) one of its officers or employees to act in the capacity of Executive Director and one or more of its employees to act as Deputy Executive Director as authorized by the ACMJIF. The Executive Director shall carry out the policies established by the ACMJIF Fund Commissioners and provide the day-to-day management of the ACMJIF. The Deputy Executive Director shall assist the Executive Director in his/her day-to-day management of the ACMJIF and shall assume the responsibilities of the Executive Director in the absence of the Executive Director. The Executive Director shall be Paul A. Forlenza, and the Deputy Executive Director shall be Paul J. Miola; and
2. Advise the ACMJIF Fund Commissioners on risk management matters and assist with the preparation of the Plan of Risk Management; and
3. Maintain the underwriting data and assist the ACMJIF in the purchase of insurance, reinsurance and/or excess insurance; and
4. Administer and manage the *Origami* on-line data management system; and
5. Prepare Requests for Qualifications/Proposals and/or proposed specifications for services and products desired by the ACMJIF; and
6. Monitor the performance of all of the ACMJIF professionals and service companies with respect to their contractual obligations to the ACMJIF; and

7. Attend all of the meetings of the Fund Commissioners and serve as an ex officio, non-voting member of all ACMJIF committees, except for a committee which has been designated to review the performance of the Administrator; and
8. Attend all MEL and RCF Executive Committee and sub-committee meetings; and
9. Prepare the ACMJIF's annual budget and calculate the member assessments as directed by the ACMJIF Finance Committee and the Fund Commissioners; and
10. Perform such other duties as required by the ACMJIF's Bylaws, Risk Management Plan, N.J.S.A. 40A:10-36 or the regulations under N.J.A.C. 11:15-2 or as directed by the Executive Committee; and
11. Represent the Fund in dealings with all regulatory agencies including Department of Banking and Insurance (DOBI) and Department of Community Affairs (DCA) and cooperate with requests for information and documents requested by regulators; and
12. Cooperate with DCA and DOBI during periodic financial examinations and compliance audits of the Fund, have all records available for review and respond to requests for additional information; and
13. Prepare and submit all regulatory filings to DCA and DOBI in accordance with applicable administrative regulations and statutes; and
14. Maintain the official records of the ACMJIF through a compliant New Jersey Open Public Records Act management system, and retain all official Fund documents and information for current Fund year; and
15. Maintain an archival retrieval system for Fund records for all years; and
16. Make all arrangements for monthly Executive Committee meetings in accordance with the Open Public Meetings Act. Arrange facilities, prepare agendas, review accuracy of minutes, compile all necessary handout materials for inclusion in the agenda packet and prepare the packet for distribution to Fund Commissioners and Fund professionals. Research all issues as directed by the Executive Committee and implement the Executive Committee policies and/or programs; and
17. Attend all ACMJIF sub-committees and Ad Hoc committees including Safety, Finance, Claims Review, Coverage, Strategic Planning, Managed Care, Litigation Management, New Member Review, EPL, Police Ad Hoc, etc. Make arrangements for all committee meetings, arrange facilities, prepare agendas and minutes, prepare all necessary handout materials, research issues, and implement committee policies and/or programs as directed; and
18. Represent the ACMJIF in all communications, negotiations and evaluations with the ACMJIF vendors; and
19. Represent the ACMJIF in all dealings with outside organizations such as the RCF, the MEL, and local organizations including the Clerks, Mayors and Chiefs Associations and make presentations as requested; and
20. Coordinate the activities of all Fund professionals in order to assure the successful implementation of the various ACMJIF programs and services; and
21. Assist members in obtaining services from ACMJIF vendors; and

22. Plan and coordinate all special events and meetings including the Annual Safety Kickoff Breakfast, PRIMA and AGRIP conferences, and ACMJIF Planning Retreat; and
23. Actively seek appointment and participate on MEL subcommittees including Safety & Education, Coverage, Employment Practices, Marketing & Communications, Legislative, Investment, Audit Claims Review for MEL and RCF, etc.; and
24. Respond to coverage questions from members and RMCs; and
25. Advise members and RMCs on risk management matters; and
26. Respond to member requests for assistance at Municipal Committee meetings, fire company meetings, etc. including the preparation and presentation of ACMJIF membership updates; and
27. Annually prepare and present a New Fund Commissioner Orientation seminar; and
28. Develop and maintain manuals designed to assist members in fulfilling their responsibilities such as Safety Coordinator Handbooks, Claims Coordinator Handbooks, Fund Commissioner Handbooks, etc.; and
29. Coordinate the annual renewal of all ACMJIF professional contracts including the preparation of the Contracts in coordination with the Fund Solicitor; and
30. Monitor the expiration of members' three year renewal obligations, conduct and coordinate the annual member renewal Visitation Program and respond to member requests to attend special meetings to assist in the renewal process; and
31. Prepare the ACMJIF Annual Report; and
32. Prepare Annual Member Updates; and
33. Coordinate the annual reorganization of the ACMJIF; and
34. Prepare the annual Plan of Risk Management; and
35. Maintain all ACMJIF, MEL and RCF membership documents including applications and Indemnity and Trust agreements; and
36. Maintain and update member contact information including the tracking of membership appointments of Fund Commissioners, Safety Coordinators, Claims Coordinators, and other municipal officials; and
37. Maintain and track the receipt of RMC appointments and contracts for each member; and
38. Maintain and update as necessary the ACMJIF website; and
39. Respond to prospective member's requests for information about the Fund, and attend Municipal Governing Body meetings to deliver ACMJIF Concept Presentations; and
40. Review all new applications for membership to the ACMJIF and coordinate or assist in the collection of data, request actuarial and safety reports, summarize data and prepare New Member Review report for the committee; and

41. Coordinate the annual renewal process including the oversight of the members' Workers' Compensation exposure audits and the members' property appraisals and schedule updates; and
42. Coordinate the annual budget process for Finance Committee, and prepare a draft budget as directed; and
43. Develop and implement the annual assessment allocation strategies; and
44. Prepare and coordinate quarterly assessment billings; and
45. Prepare annual dividend calculations in accordance with ACMJIF Policy; and
46. Track member dividend release forms; and
47. Review and authorize all expenditures subject to vendor contract terms; and
48. Maintain ACMJIF voucher system; and
49. Monitor the functions of the Fund Treasurer; and
50. Coordinate the annual audit with the auditor, actuary, treasurer, administrative consultant, and claims TPA. Review with the Finance Committee and file copies with Departments of Banking and Insurance, Community Affairs, and State Comptroller's office with accompanying action plans as necessary. Respond to the DOBI and DCA requests for clarification or additional information regarding ACMJIF Financials; and
51. Prepare quarterly Historical Operating Results statements and monitor financial condition of ACMJIF and make recommendations regarding additional assessments or dividend distributions; and
52. Maintain historical budget, dividend, and financial records; and
53. Review sampling of Loss Control Reports in order to monitor effectiveness of Safety Director visits; and
54. Monitor ACMJIF sponsored safety training programs for effectiveness; and
55. Monitor the performance of the Claims Administrator through review of PARs, outside claims audits, and feedback from members; and
56. Monitor the performance of the Safety Director through the review of quarterly reports, safety committee meetings, and feedback from members; and
57. Coordinate the development and implementation of ACMJIF entitlement programs including the EPL Allowance, Optional Safety Budget, Safety incentive Program, etc.; and
58. Review a sampling of claims correspondence and comment, where appropriate, upon the effectiveness of the claims management efforts. Challenge the TPA, Managed Care Vendor, Fund Solicitor, Defense Attorneys, etc. in order to encourage the best and most cost effective outcomes for members; and
59. Assist members and RMCs on claims issues; and
60. Prepare quarterly claims snapshots for each member for ACMJIF, MEL, and EPL/POL coverage accompanied by a listing of all open claims; and

61. Maintain copies of current and historical loss runs for individual members and ACMJIF summaries; and
62. Monitor ACMJIF loss trends by periodically reviewing claims reports. Institute corrective action plans with Safety Director, Claims TPA, Medical Case Management Provider, Medical Provider Panel, Fund Solicitor and Defense Attorneys; and
63. Plan and coordinate special training meetings and educational seminars such as Claims Coordinators Training, Safety Coordinators Training, Municipal Civil Liability Seminars, Employment Practices Liability, Managerial and Supervisory, Elected Officials, and Police Liability Seminars; and
64. Investigate new and emerging trends which may affect Fund results and recommend or coordinate the development of safety, claims management or risk management programs designed to address those trends; and
65. Maintain membership in professional organizations dedicated to the risk management field in order to enhance professional expertise; and
66. Maintain subscriptions to trade magazines, periodicals, and reference manuals dedicated to the risk management field in order to enhance professional expertise; and
67. Maintain subject file system for use by staff, vendors, RMCs, and members in addressing risk management issues.

## **II. COMPENSATION**

1. The ACMJIF shall pay the Administrator for services rendered herein an annual sum of **Nine Hundred and Ninety Six Thousand and Six Hundred and Ninety Three (\$996,693.00)** Dollars for forty-one (41) members. Payment shall be made in twelve (12) equal monthly installments upon receipt of a completed voucher.
2. The fee shall not be modified by any dividends and/or other refunds or returns of surplus to the members or by any supplemental assessments or contributions that may be required.
3. The Administrator shall not be paid for commissions related to the placement of EPL/POL, Volunteers Directors and Officers (VDO) and Cyber Liability coverage as these sums are included in the Administrator's compensation under this Contract. The Administrator shall be required to have the carriers for these lines of coverage reduce their premiums to be charged to the ACMJIF in an amount equal to the amount of the commissions that were to be paid to the Administrator.
4. Any and all travel expenses and office expenses of the Administrator shall be included in the annual fee paid by the ACMJIF to the Administrator.

## **III. SPECIAL PROVISIONS RELATING TO COMPENSATION**

1. The Administrator shall submit vouchers for work completed. Compensation shall be paid upon submission of the vouchers and approval by the ACMJIF Executive Committee.

2. The above fee includes:
  - a. Use of administrative staff, including support staff, necessary to perform the work required of Administrator as indicated under SECTION I. SCOPE OF SERVICES.
  - b. Use of all physical equipment. No further charges for rent, light, heat, office equipment or similar overhead expenses shall be made. There shall be no reimbursement for travel expenses.
  - c. The cost of proprietary computer programs/software with the understanding that all such items are and shall remain the exclusive property of the Administrator, unless purchased by the ACMJIF for the Administrator's use.
3. Fees and expenses not foreseen within the parameters of this contract shall be referred to the ACMJIF's Executive Committee to determine compensability prior to incurring said fees and expenses.
4. The fee quoted above does not include expenses for services contracted or items purchased specifically and solely for the ACMJIF which shall be billed back to the ACMJIF at actual cost. Examples of these expenses include the following; letterhead, envelopes, bulk copying & binding by outside contractors, postage, mailing, overnight deliveries, and other similar expenses. In addition, the cost of photocopying documents and facsimile transmission costs on behalf of the ACMJIF utilizing equipment owned by the Administrator shall be billed back to the ACMJIF using the following schedule:
  - a. Photocopies
    - 1) Black & White Copies - 1-25 copies - .10 each copy, each additional copy thereafter .05 each copy
    - 2) Color Copies - .25 each copy
  - b. Facsimile
    - 1) First Page - .50
    - 2) Second Page plus - .10 per page.

#### **IV. TERM OF AGREEMENT**

This Agreement shall be for a term of one (1) year commencing January 1, 2020, and ending on January 1, 2021, but shall be subject to earlier termination by either party at any time during the term hereof upon the giving of notice to the other party as provided for in SECTION XIV, TERMINATION.

#### **V. CONSIDERATION**

The promises made and the obligations assumed by each Party to this agreement are made and assumed in consideration of the promises made and the obligations assumed by the other Party to this agreement.



## **VI. NEW JERSEY LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. New Jersey law mandates the attached DATA FORM, incorporated herein by reference, be completed by the Executive Director/Administrator and submitted to the ACMJIF upon execution of this contract (N.J.A.C. 11:15-4.6 (d) 8). In addition, the attached DISCLOSURE CERTIFICATION, incorporated herein by reference, shall be completed by the Administrator and submitted to the ACMJIF upon execution of this contract.

## **VII. PARTIAL INVALIDITY**

If any term, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time, or to any extent, be deemed 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 remaining term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law provided, however, that no such invalidity shall in any way reduce the services to be performed by the Administrator for the ACMJIF.

## **VIII. BINDING ON SUCCESSORS IN INTEREST**

Except as otherwise provided in this Agreement, all agreements, terms, provisions, and conditions of this Agreement shall be binding on and inure to the benefit of the parties hereto, and/or their respective personal representatives, agents, employees, etc.

## **IX. NO WAIVER**

No inadvertent or incidental waiver of any term, provision, or condition contained in this Agreement, or any breach of any such term, provision, or condition shall constitute a waiver thereof by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition hereof by either party.

## **X. CAPTIONS**

The captions of the paragraphs of this instrument are solely for convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

## **XI. NO ASSIGNMENT**

This Agreement shall not be assigned by the Administrator.

## **XII. OWNERSHIP OF RECORD**

All proprietary records and data relating to the ACMJIF shall belong to the ACMJIF and be surrendered by the Administrator upon expiration or termination of this Agreement, and/or upon reasonable request made by the ACMJIF. The Administrator's internal records and data shall also be made available for inspection upon request by the ACMJIF.

## **XIII. INSURANCE**

The Administrator shall provide at its own cost and expense proof of the following insurance to the ACMJIF:

1. Workers' Compensation-

Statutory coverage and limits in compliance with the Workers' Compensation Law of the State of New Jersey plus \$100,000.00/\$500,000.00/\$100,000.00 for employers' liability.

2. General Liability-

With a minimum combined single limit of liability per occurrence for bodily injury and property damage of Two Million (\$2,000,000) dollars with a minimum annual aggregate of Five Million (\$5,000,000) dollars.

3. Automobile Liability Insurance-

With a minimum combined single limit of liability per accident of one million (\$1,000,000) dollars for bodily injury and property damage. This insurance must include coverage for owned, hired, and non-owned automobile.

4. Errors and Omissions-

A minimum limit of liability of Two Million (\$2,000,000) dollars per incident and in the annual aggregate.

5. Bonds-

Fidelity in the amount of \$250,000 or such other amount as mandated by the Commissioner (the cost of which is to be borne by the ACMJIF).

Failure by the Administrator to supply such written evidence of required insurance shall result in default.

The insurance companies for the above coverages must be licensed by the State of New Jersey and acceptable to the ACMJIF. The Administrator shall take no action to cancel or materially change any of the insurance required under this Agreement without the ACMJIF's prior approval. The maintenance of insurance under this section shall not relieve the Administrator of any liability greater than the limits of the applicable insurance coverage.

#### **XIV. TERMINATION**

Both parties retain their right to cancel this Contract, at any time, "without cause", by providing thirty (30) days written notice of their intention to do so. The ACMJIF shall be permitted to terminate the Administrator immediately, "for cause". If the termination of the Administrator is "for cause", then, in that event, the Administrator shall be afforded the opportunity for a hearing before the ACMJIF's Executive Committee. The Administrator must provide written notification to the ACMJIF within seven (7) days of their notice of termination of their request for a hearing before the ACMJIF's Executive Committee. If the Administrator fails to provide written notice within seven (7) days of their notice of termination, then their right to a hearing shall be deemed to be waived. At a hearing, the ACMJIF's Executive Committee, in their sole determination, shall decide whether the termination, "for cause," was appropriate and whether this Contract should be cancelled. Should the Administrator terminate the designated Executive Director and/or Deputy Executive Director, then, in that event, the Administrator shall immediately notify the ACMJIF of the termination, and the Administrator shall immediately advise the ACMJIF as to the individual(s) that they propose shall replace the terminated Executive Director and/or Deputy Executive Director. The ACMJIF shall have the sole and exclusive right to approve or disapprove the designated replacement(s).

#### **XV. EQUAL OPPORTUNITY / AFFIRMATION ACTION CLAUSE**

1. The contractor or subcontractor, 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 contractor or subcontractor, where applicable, 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 determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause;
2. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed on behalf of the contract, 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.
3. The contractor or subcontractor, 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 contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contract or subcontractor, where applicable, agrees to comply with any 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.
5. The contractor or subcontractor 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 or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action 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.
6. The contractor or subcontractor 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 and sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
7. The contractor or subcontractor 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.
8. The contractor or subcontractor 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 court decisions.
9. The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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).
10. The contractor shall execute a "Contractor Certificate of Compliance". (See Exhibit A)

## **XVI. INDEMNIFICATION AND HOLD HARMLESS**

The Administrator shall indemnify and hold harmless the ACMJIF, its officers and employees from any and all claims or liability arising out of the activities of the Administrator, its employees and agents in connection with all activities undertaken by the Administrator pursuant to this Agreement. It is the intention of the parties that in the event of any claim for relief of any type being asserted against the ACMJIF, its officers and employees, based upon any act or omission of the Administrator, that the ACMJIF, its officers and employees shall be held harmless from any and all costs, costs of defense and damages; provided however, that

the Administrator's liability to the ACMJIF, or any party claiming by or through the ACMJIF, including any ACMJIF Member, arising from any and all negligent acts or omissions of the Administrator, its affiliates and employees, whether related to the Services provided hereunder or not, shall not exceed \$20 million in the aggregate. Without limiting the foregoing, the Administrator, its affiliates and employees shall only be liable for actual damages incurred by the ACMJIF or the Members, and shall not be liable for any indirect, consequential or punitive damages.

Likewise, the ACMJIF shall indemnify and hold harmless the Administrator, its employees and agents from any and all claims or liability arising out of the activities of the ACMJIF its officers and employees.

## **XVII. INDEPENDENT CONTRACTOR STATUS**

The Administrator shall at all times be deemed an independent contractor and the Administrator and all its employees shall in no case be considered employees of the ACMJIF. No agency relationship between the parties, except as expressly provided for herein, shall exist as a result of the execution of this agreement or performance thereunder.

## **XVIII. NON-COMPETE**

The Administrator and its assignees and successors shall for a period of two (2) years following termination of its relationship with the ACMJIF agree not to compete against the ACMJIF with respect to its current members or applicants.

## **XIX. CONFLICT OF INTEREST**

This contract may be voided by the Executive Committee if the Administrator fails to disclose an actual or potential conflict of interest as defined in the ACMJIF's Bylaws, or in N.J.S.A. 40A:9-22.1 et. seq. (the "Local Government Ethics Laws") and including, but not limited to, any interest, direct or indirect, in any other servicing organization providing services to the ACMJIF.

## **XX. POLITICAL CONTRIBUTIONS**

This contract has been awarded as a "Fair and Open Contract" pursuant to N.J.S.A. 19:44A-20.4 et. seq.; however, in accordance with the Standard Provisions attached to the Request for Qualifications, the Contract requires compliance with the provisions regarding political contributions as required for a "Non-Fair and Open Contract". The Administrator certifies that since January 1, 2020 and during the entire term of this Contract that neither the service provider business entity nor any persons holding 10% or more of the issued and outstanding stock of the Administrator's business entity or entitled to receive the benefit of 10% or more of the revenues and/or profits of the Administrator's business entity have made or shall make 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 ACMJIF.

## **XXI. CONFIDENTIALITY OF PROPRIETARY INFORMATION**

The Administrator shall not reveal to any third party any information which the ACMJIF has defined as proprietary without the express written consent of the ACMJIF. In addition, the Administrator shall promptly advise the ACMJIF 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 XIV, TERMINATION.

## **XXII. ELECTRONIC MAIL**

The Administrator agrees that it shall maintain and utilize the electronic mail systems in order to communicate with other service providers of the ACMJIF and to meet reporting requirements of the Administrator's office. The Administrator agrees that all financial and agenda reports shall be submitted in electronic formats established by the Executive Committee via electronic mail. It further agrees that all personnel working under this contract shall have direct access to the Administrator's electronic mail system and shall have individual electronic mail addresses.

## **XXIII. PRACTICE OF LAW**

It is understood and agreed that neither the Administrator nor any of its employees will perform and the ACMJIF will not request performance of services that may constitute the unauthorized practice of law.

## **XXIV. COUNTERPARTS**

This Agreement may be executed by the parties in several counterparts, each of which will be deemed an original copy.

## **XXV. ENTIRE AGREEMENT**

This agreement 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.

**XXVI. NOTICES**

Notices under this agreement shall be sent to:

**ADMINISTRATOR**

Paul A. Forlenza, MGA, RMC  
Risk Program Administrators  
Arthur J. Gallagher Risk Management Services, Inc.  
6000 Sagemore Drive, Suite 6203  
Marlton, NJ 08053

**ACMJIF CHAIRPERSON**

Julie Picard, Township Clerk  
Township of Lower  
2600 Bayshore Road  
Villas, New Jersey 08251

**XXVII. SIGNATURES**

By these signatures, the parties agree to all the terms, conditions and provisions of this agreement.

DATED this \_\_\_\_ day of January, AD 2020.

**ATLANTIC COUNTY  
MUNICIPAL JOINT INSURANCE FUND**

BY: \_\_\_\_\_  
ACMJIF Chairperson

BY: \_\_\_\_\_  
Administrator

**Witnessed By:**

BY: \_\_\_\_\_  
ACMJIF Secretary

BY: \_\_\_\_\_  
ACMJIF Fund Solicitor