



Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtnj.com>

Meeting: 11/28/22 07:00 PM

2022 RESOLUTION INSURANCE

**GARDEN STATE MUNICIPAL JOINT INSURANCE FUND JOINT TRUST
AGREEMENT AND RESOLUTION TO REJOIN FOR 2023 TO 2025**

282
338

WHEREAS, a number of local governmental units in the State of New Jersey have joined together to form a Joint Insurance Fund as permitted by the Chapter 372 Laws of 1983 (40A:10-36); and

WHEREAS, the statutes and regulations governing the creation and operation of a Joint Insurance Fund contain elaborate restrictions and safeguards concerning the safe and efficient administration of the public interest entrusted to such a Fund; and

WHEREAS, the Governing Body of the Township of Bloomfield has determined that membership in the Garden State Municipal Joint Insurance Fund (hereinafter referred to as the "Fund") is in the best interests of itself and its citizens; and

WHEREAS, the Governing Body of the Township of Bloomfield has previously executed a resolution to join the Garden State Municipal Joint Insurance Fund, subject to the acceptance of its assessment.

NOW, THEREFORE, BE IT RESOLVED, the Governing Body of the Township of Bloomfield (hereinafter referred to as the "Municipality") does hereby resolve and agree to renew its membership in the Fund for a period not to exceed three (3) years beginning January 1, 2023 to December 31, 2025 for the purpose of establishing the following types of coverage:

- Property Coverage
- Equipment Breakdown Coverage
- Inland Marine Coverage
- Crime Coverage / Public Officials Bonds
- General Liability Coverage

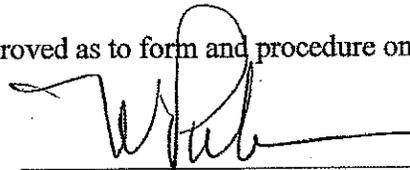
- Automobile Coverage
- Law Enforcement Liability Coverage
- Workers Compensation Coverage
- Public Officials / Employment Practices Liability
- Non-Owned Aircraft Liability
- Cyber Liability
- Disaster Management Services
- Site Pollution Liability
- UST Liability
- Indoor Environmental Conditions

BE IT FURTHER RESOLVED, the Municipality has never defaulted on claims and has not been canceled for nonpayment of insurance premiums for a period of at least two years prior to the adoption of this Resolution; and

BE IT FURTHER RESOLVED, the Mayor and the Municipal Clerk are authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying membership in the Fund and to deliver same to the Executive Director of the Fund with the express reservation that said document shall become effective only upon approval by the New Jersey Department of Insurance and the Department of Community Affairs.

......*

Approved as to form and procedure on basis of facts set forth.



Director of Law-Township Attorney

I do hereby certify that the funding will be legally appropriated per the above information for the purpose specified in the attached contract. Furthermore, it has been represented to me that the contracts have been processed in accordance with the applicable provisions of New Jersey Local Public Contract Law and the Code of the Township of Bloomfield.



Chief Financial Officer

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on November 28, 2022.

Joseph P. Calyano
 Municipal Clerk of the Township of Bloomfield

Me 2/3
 Mayor of the Township of Bloomfield

✓ Vote Record – Resolution						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopt						
<input type="checkbox"/> Deny						
<input type="checkbox"/> Withdrawn						
<input type="checkbox"/> Table						
<input type="checkbox"/> Not Discussed						
<input type="checkbox"/> First Reading						
<input type="checkbox"/> Table with no Vote						
<input type="checkbox"/> Approve						
<input type="checkbox"/> Veto by Mayor						
<input type="checkbox"/> Discussion						
<input type="checkbox"/> Defeated						
<input type="checkbox"/> Discussion No Vote						
	Jenny Mundell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Sarah Cruz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Wartyna Davis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	Ted Gamble	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Richard Rockwell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Michael J. Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



GARDEN STATE MUNICIPAL JOINT INSURANCE FUND

INDEMNITY AND TRUST AGREEMENT

THIS AGREEMENT, made this day of January 1, 2023 in the County of Essex, State of New Jersey, By and Between the Garden State Municipal Joint Insurance Fund, hereinafter referred to as "FUND", and the Governing Body of the Township of Bloomfield, a duly constituted local unit of government hereinafter referred to as "MUNICIPALITY";

WITNESSETH:

WHEREAS, several local governmental units have collectively formed or are in the process of forming a Joint Insurance Fund as such an entity is authorized and described in NJSA 40A:10-36 et seq. and the administrative regulations promulgated pursuant thereto and:

WHEREAS, the MUNICIPALITY has agreed to become a member of the FUND in accordance with and to the extent provided for in the bylaws of the FUND and in consideration of such obligations and benefits to be shared by the membership of the FUND;

NOW THEREFORE, it is agreed as follows:

1. The MUNICIPALITY accepts the FUND'S bylaws as approved and adopted and agrees to be bound by and to comply with each and every provision of the said bylaws and the pertinent statutes and Administrative Regulations pertaining to same and as set forth in the Risk Management Plan.
2. The MUNICIPALITY agrees to participate in the FUND with respect to the types of insurance listed in Township of Bloomfield Resolution.
3. The MUNICIPALITY agrees to become a member of the FUND for an additional period not to exceed three (3) years, beginning January 1, 2023 to December 31, 2025, the commencement of which shall coincide with the effective date of the FUND'S operation and coverage, or the effective date of membership, whichever occurs later.
4. The MUNICIPALITY certifies that it has never defaulted on any claims if self insured and has not been canceled for non-payment of insurance premiums for a period of at least two years prior to the date thereof.



5. In consideration of membership in the FUND the MUNICIPALITY agrees that it shall jointly and severally assume and discharge the liability of each and every member of the FUND, all of whom as a condition of membership in the FUND shall execute a verbatim counterpart of this Agreement and by execution hereof the full faith and credit of the MUNICIPALITY is pledged to the punctual payment of any sums which shall become due to the FUND in accordance with the bylaws thereof, this Agreement, the Fund's Risk Management Plan or any applicable Statute.
6. If the FUND in the enforcement of any part of this Agreement shall incur necessary expense or become obligated to pay attorney's fees and/or Court costs the MUNICIPALITY agrees to reimburse the FUND for all such reasonable expenses, fees and costs on demand.
7. The MUNICIPALITY and the FUND agree that the FUND shall hold all monies paid by the MUNICIPALITY to the FUND as fiduciaries for the benefit of FUND claimants all in accordance with NJAC 11:15 2.1 et seq.
8. The FUND shall establish separate Trust Accounts for each of the following categories of risk and liability:
 - Workers' Compensation and Employer's Liability;
 - General Liability including law enforcement and public officials liability;
 - Motor vehicle liability;
 - Property damage (buildings, contents, equipment, and motor vehicle);
 - Inland Marine Coverage;
 - Non-Owned Aircraft Liability;
 - Cyber Liability;
 - Disaster Management Services;
 - Unmanned Aerial Systems (optional)*
 - Hull and P&I (optional)*
 - Marina Liability (optional)*
 - Site Pollution Liability (optional)*
 - UST Liability (optional)*

***Optional, subject to underwriting approval and receipt, review, and acceptance of separate completed applications Workers' Compensation and Employers' Liability**



The FUND shall maintain Trust Accounts aforementioned in accordance with NJSA 40A: 10-36, NJAC 11:15.2 et seq., NJSA 40A: 5-1 and such other statutes as may be applicable. More specifically, each of the aforementioned separate Trust Accounts shall be utilized solely for the payment of claims, allocated claim expense

and excess insurance or reinsurance premiums for each such risk or liability or as "surplus" as such term is defined by NJAC 11:15-2.2.

9. Each MUNICIPALITY who shall become a member of the FUND shall be obligated to execute this Agreement.

Township of Bloomfield

Signature: *ME [Signature]*

Title: *Mayor*

DATE: *November 28, 2022*