



**Township Council**  
1 Municipal Plaza  
Bloomfield, NJ 07003

Louise M. Palagano  
Municipal Clerk

<http://www.bloomfieldwpnj.com>

Meeting: 12/08/25 06:30 PM

**2025 RESOLUTION INSURANCE**

**B25 12-36**

**INDEMNITY AND TRUST AGREEMENT**

AGREEMENT made this \_\_\_\_\_, between the New Jersey Intergovernmental Insurance Fund, hereinafter referred to as the "Fund", with an address c/o Polaris Galaxy Insurance, LLC., 777 Terrace Avenue, Hasbrouck Heights, New Jersey 07604 and the Township of Bloomfield hereinafter referred to as "Local Unit", located at 1 Municipal Plaza, Bloomfield, New Jersey 07003

**WHEREAS**, the Mayor and Council of the Township of Bloomfield has adopted a Resolution dated \_\_\_\_\_, agreeing to begin its participation in the "Fund" and approving of the Bylaws, as approved by the Commissioner of the Department of Banking and Insurance and the Department of Community Affairs of the State of New Jersey.

**WHEREAS**, N.J.S.A. 40A:10-36 et seq, and the regulations implemented thereunder in N.J.A.C. 1:15-2.1 et seq, require a written agreement between the individual local units and the "Fund".

**NOW, THEREFORE**, in consideration of the mutual promises and covenants of the parties, they agree as follows:

1. "Local Unit" agrees to participate as a member of the "Fund: and contribute such sums and pay such assessments into the "Fund" that are required for the administrative costs and claims for the following types of coverage:

- a) Workers Compensation and Employers Liability Monoline
- b) General Liability (including Police Professional & Public Officials Liability, & EPLI);
- c) Motor Vehicle and Equipment Liability Coverage;
- d) Property Damage (including Building & Contents, Automobile Physical Damage, Contractors Equipment and Boiler & Machinery)
- e) Environmental Impairment Liability
- f) Cyber Liability

2. "Local Unit" affirms that it has not been in default on any insurance premium due any insurance carrier in the preceding two (2) years, or on any claim due under any self-insurance.

3. "Local Unit" hereby accepts the Bylaws of the "Fund" as approved by the Commissioner of the Department of Banking and Insurance and the Department of Community affairs of the State of New Jersey and agrees to be bound by same.

4. "Local Unit" agrees to continue participation in the "Fund" to the extent designated in Paragraph 1 above for a period from **1/1/2026** until and including **12/31/2028**

5. "Fund" agrees to operate the insurance pool established by the parties and administer all monies contributed to the "Fund" in compliance with the provisions of the Local Fiscal Affairs Law (N.J.S.A. 40A:5-1 et seq), the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq), the enabling legislation authorizing the "Fund", (N.J.S.A. 40A:10-36 et seq), the Bylaws of the "Fund", and

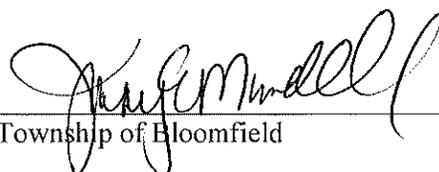
such other rules and regulations as govern the custody, investment and expenditures of public funds by local units. In furtherance thereof, "Fund" agrees to employ an individual duly certified as a Municipal Finance Officer to administer the funds of the "Fund".

- 6. "Local Unit" agrees to be jointly and severally liable for the assumption and discharge of the liabilities of each and every other member of the "Fund", but only to the extent of its participation in the type of coverage specifically designated in Paragraph 1 above.
- 7. To further the intent and purposes of Paragraph 5 above, "Fund" agrees that all assessment payments made by "Local Unit" shall be held in trust for the benefit of "Local Unit". Separate trust accounts must be established by the "Fund" pursuant to N.J.S.A. 11:15-2.13. The monies from said fund shall be disbursed solely for the payment of claims, allocated claim expenses and excess insurance or reinsurance premiums for the risk or liability coverage which "Local Unit" has agreed to participate in pursuant to paragraph 1 above. The funds on deposit in one trust account for a specific type of coverage may not be expended, assessed or attached for use by the "Fund" for that "Local Unit" or any other "Local Unit's" obligations or liabilities for any other type of coverage it may be participating in the "Fund".
- 8. "Local Unit" acknowledges that upon payment of its assessment into the trust account, it shall not have any further right to said funds except as deemed surplus and returnable by the "Fund" in accordance with the "Fund's" Bylaws and regulations or in the event of termination of the "Fund" and then only to the extent authorized by its Bylaws and regulations of the State of New Jersey.
- 9. "Local Unit" agrees that no later than ninety (90) days prior to the expiration of the term, they shall advise the Fund Administrator in writing of its intent to either renew or terminate its membership, the "Fund", at its sole option, shall be entitled to assume that any member delinquent in its notice requirements under this section, shall have renewal membership.
- 10. "Local Unit" agrees that if it fails to promptly pay any such assessment charged to it or to comply with the Bylaws and regulations of the "Fund", that it shall indemnify the "Fund", its officers, commissioners and Agencies for any loss or damage resulting from such failure.
- 11. This agreement shall be governed by the Laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

\_\_\_\_\_

By:   
Township of Bloomfield

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_  
New Jersey Intergovernmental Insurance Fund

\*...\*...\*

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

  
 Director of Law-Township Attorney

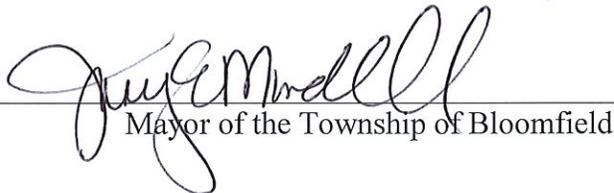
I do hereby certify that the funding will be legally appropriated per the above information for the purpose specified in the attached contract. Furthermore, it has been represented to me that the contracts have been processed in accordance with the applicable provisions of New Jersey Local Public Contract 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 December 08, 2025.

  
 Municipal Clerk of the Township of Bloomfield

  
 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	Rosalee Gonzalez	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Table	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Not Discussed	Sarah Cruz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> First Reading	Monica Charris Tabares	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Table with no Vote	Wartyna Davis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Approve	Widney Polynice	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Veto by Mayor	Jenny Mundell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Discussion						
<input type="checkbox"/> Defeated						
<input type="checkbox"/> Discussion No Vote						