

13



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

**Louise M. Palagano**  
Municipal Clerk

<http://www.bloomfieldtnj.com>

Meeting: 01/12/15 07:00 PM

**2015 RESOLUTION APPROVAL**

**MUNICIPAL JOINT INSURANCE FUND**

**WHEREAS**, the Township of Bloomfield is a member of the Garden State Joint Insurance Fund; and

**WHEREAS**, said membership technically expired as of January 1, 2015; and

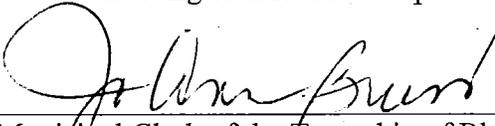
**WHEREAS**, the Risk Manager for the Township has researched other policies to determine the most appropriate coverage for the Township; and

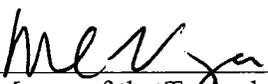
**WHEREAS**, the Risk Manager has reviewed these policies and has determine that remaining a member of Garden State Joint Insurance Fund would be in the best interest for the Township.

**NOW, THEREFORE, BE IT RESOLVED**, Mayor and Council of the Township of Bloomfield, County of Essex, State of New Jersey hereby authorizes the Mayor and/or Township Administrator to execute any necessary documents to remain a member of Garden State Joint Insurance Fund effective January 1, 2015 to December 31, 2015.

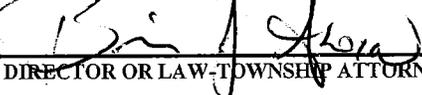
\*...\*...\*

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 January 12, 2015.

  
\_\_\_\_\_  
Acting Municipal Clerk of the Township of Bloomfield

  
\_\_\_\_\_  
Mayor of the Township of Bloomfield

APPROVED AS TO FORM AND PROCEDURE  
ON BASIS OF FACTS SET FORTH

  
\_\_\_\_\_  
DIRECTOR OR LAW-TOWNSHIP ATTORNEY

✓ Vote Record - Resolution						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopt	Elias N. Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Deny	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn	Carlos Bernard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Table	Wartyna Davis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Not Discussed	Joseph Lopez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> First Reading	Carlos Pomares	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Table with no Vote	Michael J. Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Approve						
<input type="checkbox"/> Veto by Mayor						
<input type="checkbox"/> Discussion						
<input type="checkbox"/> Defeated						
<input type="checkbox"/> Discussion No Vote						



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 Employers' Liability
  - Liability, other than motor vehicle
  - Property Damage, other than motor vehicle
  - Property
  - Motor Vehicle

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:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



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

**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** that 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 one (1) year beginning January 1, 2015 to December 31, 2015 for the purpose of establishing the following types of coverage:

- 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);

**BE IT FURTHER RESOLVED**, that 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**, that 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.

**ADOPTED:**

I hereby certify that the above is a true and exact copy of the Resolution adopted by the Municipal Council of the Township of Bloomfield at their Regular Meeting held on \_\_\_\_\_.



## GARDEN STATE MUNICIPAL JOINT INSURANCE FUND

### INDEMNITY AND TRUST AGREEMENT

**THIS AGREEMENT**, made this day of January 1, 2015 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 ~~one~~ one (1) year, beginning January 1, 2015 to December 31, 2015, 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.

## RISK MANAGEMENT CONSULTANTS AGREEMENT

**THIS AGREEMENT** entered into this \_\_\_day of \_\_\_, 20\_\_\_, between the TOWNSHIP OF BLOOMFIELD (hereinafter referred to as GOVERNING BODY and **FAIRVIEW INSURANCE AGENCY ASSOCIATES, INC.**, (hereinafter referred to as the CONSULTANT.)

**WHEREAS**, the CONSULTANT has offered to the GOVERNING BODY professional risk management consulting services as required by GARDEN STATE MUNICIPAL JOINT INSURANCE FUND (JIF), and;

**WHEREAS**, the GOVERNING BODY desires these professional services pursuant to the resolution adopted by the governing body of the GOVERNING BODY at a meeting held on \_\_\_\_\_, and;

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

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
  - a. Assist the GOVERNING BODY in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk of loss.
  - b. Assist the GOVERNING BODY in understanding the various coverages available from the JIF.
  - c. Review with the GOVERNING BODY any additional coverages that the CONSULTANT feels should be carried but are not available from the FUND and subject to the GOVERNING BODY'S authorization, place such coverages outside the FUND.
  - d. Assist the GOVERNING BODY in the preparation of applications, statements of values, and similar documents requested by the Insuror, it being understood that this Agreement does not include any appraisal work by the CONSULTANT.
  - e. Review Certificates of Insurance from contractors, vendors and professionals when requested by the GOVERNING BODY.
  - f. Review the GOVERNING BODY'S assessment as prepared by the FUND, assist the GOVERNING BODY in the preparation of its annual insurance budget.
  - g. Review the loss and engineering reports and generally assist the safety committee in its loss containment objectives. Also, attend no less than one (1) municipal safety committee meeting per annum to promote the

safety objectives and goals of the GOVERNING BODY and the FUND.

- h. Assist where needed in the settlement of claims, with the understanding that the scope of the CONSULTANT'S involvement does not include the work normally done by a public adjuster.
- i. Perform any other risk management related services required by the FUND.

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE:** During the performance of this Contract, the Contractor agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27) as follows:

a. During the performance of this contract, the Contractor agrees as follows: 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, 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 Contractor will ensure that equal opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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 contractor 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.

b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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.

c. The contractor or subcontractor, will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor or subcontractor 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.

e. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

f. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and 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.

g. The contractor or subcontractor 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.

h. In conforming with the targeted employment goals, 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, race, 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.

i. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:

- a. The CONSULTANT shall be paid a fee as compensation for services rendered an amount equal to SIX percent (6%) of the GOVERNING BODY'S annual assessment as promulgated by the JIF. Said fee shall be paid to the CONSULTANT by the JIF within thirty (30) days of payment of the GOVERNING BODY'S assessment.
- b. For any insurance coverages authorized by the GOVERNING BODY to be placed outside the FUND, the brokerage commissions paid to the CONSULTANT will come from the insurance company. The premiums for said policies shall not be added to the JIF's assessment in computing the fee outlined in 2(a).
- c. If the GOVERNING BODY shall require of the CONSULTANT extra services other than those outlined above, the CONSULTANT shall be paid

by the GOVERNING BODY a fee at the rate of \$TBD per hour, in addition to actual expenses incurred.

3. The term of this Agreement shall be for ONE ( 1 ) year(s).

**ATTEST:**

**FOR MEMBER:**

\_\_\_\_\_

\_\_\_\_\_

**ATTEST:**

**CONSULTANT:**

\_\_\_\_\_

\_\_\_\_\_

**FAIRVIEW INSURANCE AGENCY  
ASSOCIATES, INC.**

Note:

This sample has been promulgated to assist municipalities in preparing or negotiating agreements with their risk managers. It does not represent an official statement of policy, nor is it an endorsement of any form or amount of compensation. Careful consideration at the local level should be given to determine how the document might be amended to meet a community's unique needs or desires. Prior to use, the sample should also be reviewed by the local attorney for form, consistency with local JIF by laws, inclusion of affirmative action language, etc.

## RISK MANAGEMENT CONSULTANTS AGREEMENT

**THIS AGREEMENT** entered into this 12 day of JAN, 2015, between the TOWNSHIP OF BLOOMFIELD (hereinafter referred to as GOVERNING BODY and FAIRVIEW INSURANCE AGENCY ASSOCIATES, INC., (hereinafter referred to as the CONSULTANT.)

**WHEREAS**, the CONSULTANT has offered to the GOVERNING BODY professional risk management consulting services as required by GARDEN STATE MUNICIPAL JOINT INSURANCE FUND (JIF), and;

**WHEREAS**, the GOVERNING BODY desires these professional services pursuant to the resolution adopted by the governing body of the GOVERNING BODY at a meeting held on JANUARY 12, 2015 and;

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

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
  - a. Assist the GOVERNING BODY in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk of loss.
  - b. Assist the GOVERNING BODY in understanding the various coverages available from the JIF.
  - c. Review with the GOVERNING BODY any additional coverages that the CONSULTANT feels should be carried but are not available from the FUND and subject to the GOVERNING BODY'S authorization, place such coverages outside the FUND.
  - d. Assist the GOVERNING BODY in the preparation of applications, statements of values, and similar documents requested by the Insuror, it being understood that this Agreement does not include any appraisal work by the CONSULTANT.
  - e. Review Certificates of Insurance from contractors, vendors and professionals when requested by the GOVERNING BODY.
  - f. Review the GOVERNING BODY'S assessment as prepared by the FUND, assist the GOVERNING BODY in the preparation of its annual insurance budget.
  - g. Review the loss and engineering reports and generally assist the safety committee in its loss containment objectives. Also, attend no less than one (1) municipal safety committee meeting per annum to promote the

safety objectives and goals of the GOVERNING BODY and the FUND.

- h. Assist where needed in the settlement of claims, with the understanding that the scope of the CONSULTANT'S involvement does not include the work normally done by a public adjuster.
- i. Perform any other risk management related services required by the FUND.

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE:** During the performance of this Contract, the Contractor agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27) as follows:

a. During the performance of this contract, the Contractor agrees as follows: 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, 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 Contractor will ensure that equal opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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 contractor 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.

b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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.

c. The contractor or subcontractor, will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor or subcontractor 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.

e. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

f. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and 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.

g. The contractor or subcontractor 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.

h. In conforming with the targeted employment goals, 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, race, 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.

i. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:

- a. The CONSULTANT shall be paid a fee as compensation for services rendered an amount equal to SIX percent (6%) of the GOVERNING BODY'S annual assessment as promulgated by the JIF. Said fee shall be paid to the CONSULTANT by the JIF within thirty (30) days of payment of the GOVERNING BODY'S assessment.
- b. For any insurance coverages authorized by the GOVERNING BODY to be placed outside the FUND, the brokerage commissions paid to the CONSULTANT will come from the insurance company. The premiums for said policies shall not be added to the JIF's assessment in computing the fee outlined in 2(a).
- c. If the GOVERNING BODY shall require of the CONSULTANT extra services other than those outlined above, the CONSULTANT shall be paid

by the GOVERNING BODY a fee at the rate of \$TBD per hour, in addition to actual expenses incurred.

3. The term of this Agreement shall be for ONE ( 1 ) year(s).

**ATTEST:**

*Andree Schneider*

**FOR MEMBER:**

*Wesley M. Chremberg*

**ATTEST:**

**CONSULTANT:**

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**FAIRVIEW INSURANCE AGENCY  
ASSOCIATES, INC.**

**Note:**

This sample has been promulgated to assist municipalities in preparing or negotiating agreements with their risk managers. It does not represent an official statement of policy, nor is it an endorsement of any form or amount of compensation. Careful consideration at the local level should be given to determine how the document might be amended to meet a community's unique needs or desires. Prior to use, the sample should also be reviewed by the local attorney for form, consistency with local JIF by laws, inclusion of affirmative action language, etc.

13



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

Louise M. Palagano  
*Municipal Clerk*

<http://www.bloomfieldtwpnj.com>

Meeting: 01/12/15 07:00 PM

**2015 RESOLUTION APPROVAL**

**MUNICIPAL JOINT INSURANCE FUND**

**WHEREAS**, the Township of Bloomfield is a member of the Garden State Joint Insurance Fund; and

**WHEREAS**, said membership technically expired as of January 1, 2015; and

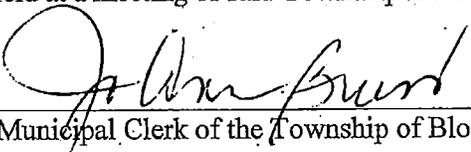
**WHEREAS**, the Risk Manager for the Township has researched other policies to determine the most appropriate coverage for the Township; and

**WHEREAS**, the Risk Manager has reviewed these policies and has determine that remaining a member of Garden State Joint Insurance Fund would be in the best interest for the Township.

**NOW, THEREFORE, BE IT RESOLVED**, Mayor and Council of the Township of Bloomfield, County of Essex, State of New Jersey hereby authorizes the Mayor and/or Township Administrator to execute any necessary documents to remain a member of Garden State Joint Insurance Fund effective January 1, 2015 to December 31, 2015.

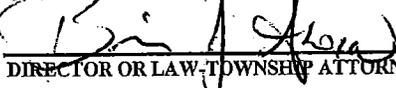
\*...\*...\*

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 January 12, 2015.

  
\_\_\_\_\_  
Acting Municipal Clerk of the Township of Bloomfield

  
\_\_\_\_\_  
Mayor of the Township of Bloomfield

APPROVED AS TO FORM AND PROCEDURE  
ON BASIS OF FACTS SET FORTH

  
\_\_\_\_\_  
DIRECTOR OR LAW-TOWNSHIP ATTORNEY

✓ Vote Record – Resolution		Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Adopt					
<input type="checkbox"/> Deny					
<input type="checkbox"/> Withdrawn	Elias N. Chalet	<input checked="" 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	Carlos Bernard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> First Reading	Wartyna Davis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Table with no Vote	Joseph Lopez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Approve	Carlos Pomares	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Veto by Mayor	Michael J. Venezia	<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					



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 Employers' Liability
  - Liability, other than motor vehicle
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  - Property
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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: \_\_\_\_\_

Title: \_\_\_\_\_

DATE: \_\_\_\_\_



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

**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** that 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 one (1) year beginning January 1, 2015 to December 31, 2015 for the purpose of establishing the following types of coverage:

- 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);

**BE IT FURTHER RESOLVED**, that 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**, that 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.

**ADOPTED:**

I hereby certify that the above is a true and exact copy of the Resolution adopted by the Municipal Council of the Township of Bloomfield at their Regular Meeting held on \_\_\_\_\_



## GARDEN STATE MUNICIPAL JOINT INSURANCE FUND

### INDEMNITY AND TRUST AGREEMENT

**THIS AGREEMENT**, made this day of January 1, 2015 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 ~~One~~ (1) year, beginning January 1, 2015 to December 31, 2015, 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.