RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2011-64

Council Meeting Date: 2-14-2011 Date Adopted: 2-14-2011

TITLE: RESOLUTION AUTHORIZING THE AGREEMENT BETWEEN GARDEN STATE MUNICIPAL JOINT INSURANCE FUND (GSMJIF) AND THE BOROUGH OF NEW PROVIDENCE FOR WORKERS COMPENSATION INSURANCE

Councilperson Galluccio submitted the following resolution, which was duly seconded by Councilperson Cucco.

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 Borough of New Providence 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 Borough of New Providence has previously executed a resolution to join the Garden State Municipal Joint Insurance Fund.

NOW THEREFORE BE IT RESOLVED that the Governing Body of the Borough of New Providence (hereinafter referred to as the "Municipality") does hereby resolve and agree to remain a member of the Fund for a period not to exceed one (1) year beginning January 1, 2011 for the purpose of establishing the following types of coverage:

Workers Compensation and Employer's Liability

BE IT FURTHER RESOLVED that the Municipality has never defaulted on claims and has not been cancelled for non-payment of insurance premiums for a period of at least two years prior to the adoption of this Resolution.

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.

APPROVED, this 14th day of February, 2011.

Wendi B. Barry
Borough Clerk

GARDEN STATE MUNICIPAL JOINT INSURANCE FUND

INDEMNITY AND TRUST AGREEMENT

THIS AGREEMENT, made this day of _____ in the County of _____Union_____, 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 Borough of _____New Providence_____, 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 the Borough of New Providence's Resolution.

3. The MUNICIPALITY agrees to become a member of the FUND for an initial period not to exceed one (1) year1, 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 a Trust Account for the following categories of risk and liability:

   - Workers' Compensation and Employers' Liability

   The FUND shall maintain Trust Account 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.

BOROUGH OF **New Providence**

Signature: _____

Print Name: _____

Attest: _____