

RESOLUTION 2010-30

**RESOLUTION TO RENEW MEMBERSHIP IN THE
NEW JERSEY PUBLIC HOUSING AUTHORITY
JOINT INSURANCE FUND**

WHEREAS, Public Housing Authorities in the State of New Jersey are permitted to join together to form a Joint Insurance Fund as permitted by NJSA 40A:1036; and 42 U.S.C. 14-37 et.seq.; and

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

WHEREAS, the governing body of the Housing Authority of the County of Morris has determined that membership in the Joint Insurance Fund is in the best interest of the **Authority**.

NOW THEREFORE, BE IT RESOLVED, that the governing body of the **Authority** does hereby resolve and agree to renew its membership in the NJPHA Joint Insurance Fund, effective January 1, 2011 to expire on December 31, 2013 for the purpose of establishing the following types of coverage:

1. Workers' Compensation and Employer's Liability;
2. Liability, other than motor vehicle;
3. Property Damage, other than motor vehicle;
4. Motor Vehicle.
5. Public Officials Liability/Employment Practices Liability

BE IT FURTHER RESOLVED that Roberta L. Strater, Executive Director, is authorized to execute the application for membership and the accompanying certification on behalf of the **Authority** and

BE IT FURTHER RESOLVED that the governing body is authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying their membership in the FUND as are required by the FUND'S Bylaws and to deliver same to the Administrator of the FUND with the express reservation that said document shall become effective only upon the applicant's admission to the FUND following approval by the FUND, passage by the Authority of a Resolution Accepting Assessment and approval by the New Jersey Department of Insurance and the Department of Community Affairs.

Roberta L. Strater, Director/Secretary

Date Adopted

**INDEMNITY AND TRUST AGREEMENT
FOR THE
NEW JERSEY PUBLIC HOUSING AUTHORITY
JOINT INSURANCE FUND**

THIS AGREEMENT, made this 12th day of October, 2010, in the County of Morris, State of New Jersey, By and Between, New Jersey Public Housing Authority Joint Insurance Fund referred to as :**"FUND,"** and the governing body of the Housing Authority County of Morris, a duly constituted public housing authority hereinafter referred to as "**Authority.**"

WITNESSETH:

WHEREAS, several **Authorities** have collectively formed a Joint Insurance Fund as authorized pursuant to NJSA 40A:10-36 et seq., and the administrative regulations promulgated pursuant thereto; and

WHEREAS, the **Authority** has agreed to continue to be a member of the FUND in accordance with the Bylaws of the FUND and in consideration of such obligations shall share in the benefits derived by the membership of the FUND;

NOW THEREFORE, it is agreed as follows:

1. The **Authority** 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.
2. The **Authority** agrees to participate in the FUND with respect to the types of insurance listed in their Resolution authorizing their application to the Fund.
3. The **Authority** agrees to remain a member of the FUND for a period, the commencement of which shall begin on January 1, 2011, and expire on December 31, 2013.
4. The **Authority** certifies that it has never defaulted 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 hereof.
5. In consideration of membership in the FUND, the **Authority** 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 **Authority** is pledged to the punctual payments of any sums which shall become due to the FUND in accordance with the Bylaws thereof, this Agreement or any applicable Statute. However, nothing herein shall be construed as an obligation of the **Authority** for claims and expenses that are not covered by the FUND, or for that portion of any claim or liability within the individual **Authority** retained limit or in an amount which exceeds the FUND's limit of liability.
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 **Authority** agrees to reimburse the FUND for all such reasonable expenses, fees, and costs on demand.

7. The **Authority** and the FUND agree that the FUND shall hold all monies in excess of the individual **Authority** retained loss fund paid by the **Authority** 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:
 1. Workers' Compensation and Employer's Liability;
 2. Liability, other than motor vehicle;
 3. Property Damage, other than motor vehicle;
 4. Motor Vehicle.
 5. Public Officials Liability

The FUND shall maintain Trust Accounts aforementioned in accordance with NJSA 40A:10-36 et seq., NJSA 40:5-1 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 of reinsurance premiums for each such risk or liability or as "surplus" as such term is defined by NJAC 11:15-2.2.

9. Each **Authority** being a member of the Fund shall be obligated to execute this Agreement.

By:_____

Date:_____