

RESOLUTION NO. 2018-45

**ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND
RESOLUTION TO RENEW MEMBERSHIP IN THE
MUNICIPAL EXCESS LIABILITY RESIDUAL CLAIMS FUND**

WHEREAS, the Municipal Excess Liability Residual Claims Fund (“RCF”), a nonprofit public entity in the State of New Jersey, was formed pursuant to N.J.S.A. 40A:10-36, et seq., to provide residual risk management to its member Joint Insurance Funds (“JIF”); and

WHEREAS, in accordance with N.J.S.A. 40A:10-42, the RCF may provide coverage to its member JIFs by self-insurance, the purchase of commercial insurance or reinsurance, or any combination thereof; and

WHEREAS, the purchase of such coverage by the RCF is exempt from public advertising and bidding requirements pursuant to N.J.S.A. 40A:11-5(1)(a)(ii) and 40A:11-5(1)(m) as an extraordinary unspecifiable service (“EUS”) so long as the contract entered into is awarded in accordance with the requirements for EUSs; and

WHEREAS, pursuant to N.J.S.A. 40A:65-14, the governing bodies of two or more Local Units may enter into an agreement to provide for the formation of the joint operation of any public services, public improvements, works, facilities, or undertakings which the local units are empowered to operate; and

WHEREAS, pursuant to N.J.S.A. 40A:65-9 et seq. the RCF shall obtain coverage on behalf of its members JIFs in accordance with the Local Public Contracts Law; and

WHEREAS, in accordance with N.J.S.A. 40A:10-36 et seq., a JIF wishing to join the RCF to obtain the benefits of joint public entity membership may do so by adopting a resolution; and

WHEREAS, the Executive Committee of the **Atlantic County Municipal Joint Insurance Fund** has determined that renewing their membership in the Residual Claims Fund is in the best interests of the member local units.

NOW, THEREFORE, BE IT RESOLVED that the Fund Commissioners of the **Atlantic County Municipal Joint Insurance Fund** does hereby resolve and agree to renew its membership in the Residual Claims Fund for a period of three (3) years, the commencement of which shall be January 1, 2019. For the purpose of determining the term, any portion of the Fund year shall be considered a full year; and

BE IT FURTHER RESOLVED that the **Atlantic County Municipal Joint Insurance Fund** hereby adopted the Bylaws of the Residual Claims Fund. Coverage will be provided in accordance with the terms, conditions and limitations as contained in the Residual Claim Fund's Commercial Excess Insurance or Reinsurance, and Bylaws; and,

BE IT FURTHER RESOLVED that the Chairman of the **Atlantic County Municipal Joint Insurance Fund**, or other authorized representative, is authorized and directed to execute any and all written agreements necessary for membership in the Residual Claims Fund including, but not limited to, the Indemnity and Trust Agreement in order to implement membership

by the **Atlantic County Municipal Joint Insurance Fund** in the Residual Claims Fund according to its Bylaws, N.J.S.A. 40A:10-36 et seq.), administrative regulations, and any other statutes or regulations pertaining thereto.

This resolution was duly adopted by the Atlantic County Municipal Joint Insurance Fund at a public meeting held on September 19, 2018.

ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND

BY: Constance A. Mallon ATTEST: [Signature]
CHAIRPERSON SECRETARY

DATED: 9/19/18

**MUNICIPAL EXCESS LIABILITY RESIDUAL CLAIMS FUND
INDEMNITY and TRUST AGREEMENT**

THIS AGREEMENT made this 19th day of September, 2018 between the Municipal Excess Liability Residual Claims Fund, hereinafter referred to as the "Residual Claims Fund", and the **Atlantic County Municipal Joint Insurance Fund**, hereinafter referred to as the "FUND".

WITNESSETH:

WHEREAS, several local governmental units have formed a residual claims joint insurance fund as authorized and described in N.J.S.A. 40A:10-36 et seq., and the administrative regulations promulgated pursuant thereto; and,

WHEREAS, the FUND has agreed to become a member of the Residual Claims Fund and to share in the obligations and benefits flowing from such membership with other members of the Residual Claims Fund in accordance with and to the extent provided for in the Bylaws of the Residual Claims Fund, and in consideration of such obligations and benefits to be shared by the membership of the Residual Claims Fund.

NOW, THEREFORE, be it agreed as follows:

- 1.) The FUND accepts the Residual Claims 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, the pertinent statutes and administrative regulations pertaining to same and as set forth in the Risk Management Plan.
- 2.) The FUND agrees to participate in the Residual Claims Fund with respect to the Fund years and types of insurance listed in the FUND's Resolution to Join.
- 3.) The FUND agrees to become a member of the Residual Claims Fund for an initial period not to exceed three (3) years, the commencement of which shall commence effective January 1, 2019.
- 4.) The FUND certifies that it has not defaulted on any claims if self-insured and has not been cancelled for non-payment of insurance premiums for a period of at least two (2) years prior to the date hereof.

- 5.) In consideration of membership in the Residual Claims Fund, the FUND agrees that it shall jointly and severally assume and discharge the liability of each and every member of the Residual Claims Fund, all of whom as a condition of membership in the Residual Claims Fund shall execute a verbatim counterpart of this agreement, and by execution hereof the full faith and credit of the FUND is pledged to the punctual payment of any sum which shall become due to the Residual Claims Fund in accordance with the Bylaws thereof, this agreement, the Residual Claims Fund's Risk Management Plan, or any applicable statute.
- 6.) If the Residual Claims 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 FUND agrees to reimburse the Residual Claims Fund for all such reasonable expenses, fees, and costs on demand.
- 7.) The FUND and the Residual Claims Fund agree that the Residual Claims Fund shall hold all monies paid by the FUND to the Residual Claims Fund as fiduciaries for the benefit of Residual Claims Fund claimants, all in accordance with administrative regulations.
- 8.) The Residual Claims Fund shall establish a Trust Account entitled "Claims or Loss Retention Fund". The Residual Claims Fund shall maintain the Trust Account in accordance with N.J.S.A. 40A:10-36 et seq., N.J.S.A. 40A:5-1, and such other regulations or statutes as may be applicable. More specifically, the Trust Account shall be utilized solely for the payment of claims, allocated claim expense, and excess insurance or reinsurance premiums for such risk or liability or as "surplus" as such term is defined by the administrative regulations.
- 9.) Each FUND who shall become a member of the Residual Claims Fund shall be obligated to execute this agreement.

MUNICIPAL EXCESS LIABILITY RESIDUAL CLAIMS FUND

BY: _____

ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND

BY: Constance A. Malin
CHAIRPERSON

ATTEST: [Signature]
SECRETARY

DATED: 9/19/18