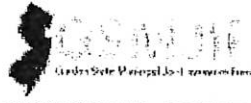


# Exhibit “A”



## GARDEN STATE MUNICIPAL JOINT INSURANCE FUND

### INDEMNITY AND TRUST AGREEMENT

**THIS AGREEMENT**, made this day of \_\_\_\_\_ 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 West Orange Township (*name of municipality*), a duly constituted local unit of government hereinafter referred to as "MUNICIPALITY";

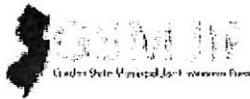
#### WITNESSETH:

**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 West Orange Township's Resolution.
3. The MUNICIPALITY agrees to become a member of the FUND for an additional period not to exceed three (3) years, beginning January 1, 2017 to December 31st, 2019 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 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.

West Orange Township (name of municipality)

BY: \_\_\_\_\_

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

## Township of West Orange | 2017 Renewal Comparison

### Annual Assessment Comparison

| Market     | GSMJIF<br>2016 Expiring | GSMJIF<br>2017 Renewal<br>Initial Assessment | GSMJIF<br>2017 Renewal<br>After Negotiations | NJiiF<br>2017 Renewal |
|------------|-------------------------|----------------------------------------------|----------------------------------------------|-----------------------|
| Assessment | \$835,115               | \$850,975                                    | \$792,423                                    | \$872,626             |

Standard Carrier Declinations: Genesis, Hudson, Old Republic (See Attached)

### Exposure Changes

|                                                       | 2016   Expiring | 2017   Renewal |
|-------------------------------------------------------|-----------------|----------------|
| Property Limit                                        | \$55,667,181    | \$56,855,867   |
| Payroll                                               | \$32,553,786    | \$31,915,482   |
| Disaster Management Services Coverage Added to GSMJIF |                 |                |