

**PROFESSIONAL MUNICIPAL MANAGEMENT
JOINT INSURANCE FUND
MEETING AGENDA
JANUARY 27, 2020 – 1:00 PM**

**MOORESTOWN TOWN HALL
111 WEST 2ND STREET
MOORESTOWN, NJ 08057**

In accordance with the Open Public Meetings Act, notice of this meeting was provided by:

- I. Sending sufficient notice to the Burlington County Times**
- II. Advance written notice of this meeting was filed with the Clerk/Administrator of each member municipalities and,**
- III. Posting this notice on the Public Bulletin Board of all member municipalities**

**PROFESSIONAL MUNICIPAL MANAGEMENT JOINT INSURANCE FUND
MEETING: JANUARY 27, 2020
MOORESTOWN TOWNSHIP**

- MEETING OF FUND COMMISSIONERS CALLED TO ORDER**
- ROLL CALL OF 2019 COMMISSIONERS**
 - APPROVAL OF MINUTES:**
 - November 25, 2019, Open Session.....Appendix I
 - November 25, 2019, Closed Session.....To be distributed
- CORRESPONDENCE.....None**

- ADJOURN MEETING**
 - Chair vacated - Chairman asks Executive Director to run meeting

- EXECUTIVE DIRECTOR CALLS MEETING TO ORDER**
- ROLL CALL OF 2020 FUND COMMISSIONERS**
- ELECTION OF CHAIRMAN AND SECRETARY**
- ATTORNEY SWEARS IN COMMISSIONERS**

REPORTS

- EXECUTIVE DIRECTOR/ADMINISTRATOR - PERMA**
 - .Executive Director's Report..... Page 1

 - ATTORNEY - William J. Kearns, Esquire**

 - TREASURER - Thomas Tontarski**
 - .December 2019 Voucher List Resolution 19-24.....Page 40
 - .December Dividend Voucher List Resolution 19-25.....Page 42
 - .January 2020 Voucher List Resolution 20-9.....Page 43
 - .Treasurer Reports.....Page 45

 - UNDERWRITING MANAGER – Conner Strong & Buckelew**
 - Monthly Certificate Reports.....Page 51

 - SAFETY DIRECTOR – J.A. Montgomery Risk Control**
 - .Monthly ReportPage 52

 - MANAGED CARE – Qual Care**
 - .Monthly Report.....Page 64

 - CLAIMS SERVICE – Qual Lynx**

 - OLD BUSINESS**
 - NEW BUSINESS**
 - PUBLIC COMMENT**
-

**MOTION FOR EXECUTIVE SESSION FOR CERTAIN SPECIFIED PURPOSE:
PERSONNEL, SAFETY, PROPERTY OR PUBLIC LITIGATION**

MEETING ADJOURNED

NEXT MEETING: February 25, 2019 - Moorestown Township Town Hall

Professional Municipal Management Joint Insurance Fund

9 Campus Drive – Suite 216
Parsippany, NJ 07054

Date: January 27, 2020

Memo to: Fund Commissioners
Professional Municipal Management Joint Insurance Fund

From: PERMA Risk Management Services

Subject: Executive Director's Report

2020 Reorganization Resolutions

Fund Professionals & Professional Service Agreements: At the January 22, 2018 Reorganizational meeting, the Fund appointed professional contracts in accordance with the fair and open process pursuant to N.J.S.A. 19:44A-20.4 et. Seq. for fund years 2018, 2019 and 2020. Enclosed with the reorganization resolutions is Resolution 20-1 establishing compensation for Fund Year 2020. **(Page 4)**

Motion to adopt Resolution 20-1

.Resolution 20-2 Establishment of Public Meeting Procedures	Page 7
.Resolution 20-3 Establishment of a Fiscal Management Plan	Page 9
.Resolution 20-4 2020 Risk Management Plan	Page 14
.Resolutions 20-5 thru 20-8 - Placement of POL/EPL, VDO & Cyber Security Liability Coverage	Pages 24-27

Motion to adopt Resolutions 20-2 through 20-8.

- Residual Claims Fund 2020 Reorganization Meeting:** The Residual Claims Fund's 2020 Reorganization meeting was held on January 6, 2020 at the Forsgate Country Club. Enclosed is a copy of Commissioner Merchel's report on the meeting. **(Appendix II)**
- E-JIF 2020 Reorganization Meeting:** The E-JIF 2020 Reorganization meeting was held on January 6, 2020 at the Forsgate Country Club. Enclosed is a copy of Commissioner Merchel's report on the meeting. **(Appendix II)**
- MEL 2020 Reorganization Meeting:** The MEL 2020 Reorganization meeting was held on January 6, 2020 at the Forsgate Country Club. Enclosed is a copy of Commissioner Merchel's report on the meeting. **(Appendix II)**
- JIF Crime Policy Re-Write (Appendix III)** – The re-write of the JIF Crime Policy has been approved by the MEL Coverage Committee. As such, each JIF is being asked to approve the same. Note, there is no change in coverage.

❑ Motion To Approve the JIF Crime Policy Re-write Effective January 1, 2020

- ❑ **Special Fund Commissioner:** With the Fund’s membership at four, the bylaws require the appointment of a Special Fund Commissioner in an effort to avoid tying votes. For 2020, Moorestown has this privilege and they are appointing **Maryann Knell**.
- ❑ **2020 Assessments:** The 2020 Assessments were mailed to all member towns in mid-December. First Installment payments were due to the Treasurer by January 15, 2020.
- ❑ **2020 Budget:** In accordance with the regulations, the budget adopted by the Fund has been advertised in the Fund’s official newspaper. In addition, PERMA has sent the budget to member municipalities and will file the same with the State.
- ❑ **Elected Officials Training:** This year’s elected officials training program will focus on *Preventing Child Abuse and Protecting Public Entities from the liabilities imposed by new legislation concerning sexual molestation*. As in the past, the MEL will reduce each member’s 2020 liability claims premium by \$250 for each municipal elected official and authority commissioner who completes the course by June 1, 2020. The Fund will be scheduling sessions in the coming months.

The MEL is making available an on-line training program for elected officials to earn the training credit. The Fund office will be sending out instructions on this training option.

- ❑ **Employment Practices Training:** In 2020, all Managers and Supervisors are required to complete training in Employment Practices and protecting children from molestation. The Fund Office and Fund Attorney will contact all members to schedule this training. J.A. Montgomery will conduct this training for Police Command Officers. Other employees and volunteers can complete required training online. The updates for the model personnel policies and procedures will be available shortly.
- ❑ **Power of Collaboration** – Attached is the latest in the series of “Power of Collaboration” ads that will appear in the League of Municipalities magazine. The ad highlights the program to address the protection and safe treatment of minors. **(Page 28)**
- ❑ **Inclement Weather Procedure:** As a reminder, PERMA has instituted a procedure for Commissioners to confirm whether or not a meeting has been canceled. The Executive Director will discuss with the Fund Chairman if the meeting should be canceled. In the event of an early morning or evening meeting(s), PERMA will provide a recorded message indicating the status of the meeting. The recorded message can be obtained by calling the Fund's main number **(201) 881-7632** at any time of the day or night. For meetings that occur during the course of normal business hours, meeting status can be obtained by utilizing the same number.

☐ Due Diligence Reports:

☐ Financial Fast Track Report	Page 29
☐ Interest Rate Summary Comparison Report	Page 31
☐ Expected Loss Ratio Analysis	Page 32
☐ Claim Activity Report	Page 34
☐ Lost Time Accident Frequency Report	Page 36
☐ Regulatory Affairs Checklist	Page 38
☐ 2019 EPL/POL Status	Page 39

PROFESSIONAL MUNICIPAL MANAGEMENT JOINT INSURANCE FUND

APPOINTING PROFESSIONAL AND SERVICE ORGANIZATIONS

Whereas, the Professional Municipal Management Joint Insurance Fund is duly constituted as a Municipal Self Insurance Fund and is subject to certain requirements of the *Local Public Contracts Law*, and

Whereas, the Commissioners of the Professional Municipal Management Joint Insurance Fund have determined that it is in the best interest of the Professional Municipal Management Joint Insurance Fund to have the terms of appointment and contracts with its professionals begin as of February 1st each year, so that the terms begin after the annual reorganization meeting of the Professional Municipal Management Joint Insurance Fund,

Whereas, the Professional Municipal Management Joint Insurance Fund is desirous to appoint Fund Professionals – noted below – to three year terms commencing on February 1, 2018 and ending on January 30, 2021, in accordance with a fair and open process pursuant to N.J.S.A. 19:44A-20.4 et. Seq.;

Now, THEREFORE, BE IT RESOLVED by the Commissioners of the Professional Municipal Management Joint Insurance Fund, that the following be re-appointed for Fund Year 2020:

1. **PERMA Risk Management Services** is hereby appointed as **Administrator, with Bradford C. Stokes as Executive Director and Joseph Hrubash as Deputy Executive Director and Karen Read as Account Manager** and all as agents for process of service.
2. **Mr. William John Kearns, Jr** of the law firm of **Helmer, Conley & Kasselmann,** is appointed as the **Fund Attorney** and shall receive a retainer for administrative services, legal research and legal opinions. In addition, **William Kearns** shall provide **Litigation Management Services** for the Fund.
3. **Thomas Tontarski** is appointed as **Treasurer** for the Fund.
4. **The Actuarial Advantage** is appointed as **Actuary** for the Fund.
5. **J.A. Montgomery Risk Control** is appointed as **Safety Director** for the Fund.
6. **Bowman & Company** is appointed as **Auditor** for the Fund.
7. **Conner Strong & Buckelew** is appointed as **Underwriting Manager** for the Fund.
8. **Qual-Lynx** is appointed as **Claims Administrator** for the Fund.
9. **Wilmington Trust** is appointed as **Asset Manager** for the Fund.
10. **Investors Bank** is appointed as **Banking Manager** for the Fund.

11. **Qual Care** is appointed as **Workers' Compensation Managed Care Organization** for the Fund.
12. **Russo & Associates** is appointed as **Internal Auditor** for the Fund.

Be It Further Resolved, that the Commissioners of the Professional Municipal Management Joint Insurance Fund find and determine that the appointments herein specified require either professional services for which the individuals designated are licensed to practice a profession or for extraordinary and unspecifiable services that cannot be adequately described in specifications that would make solicitation of bids for those services meaningful or advisable, and

Be It Further Resolved, that the compensation for the services shall be in accordance with the amounts budgeted for the services and contracts hereby authorized and approved by the Commissioners of the Professional Municipal Management Joint Insurance Fund, and

Be It Further Resolved, that the Chairman and Secretary of the Professional Municipal Management Joint Insurance Fund are hereby authorized to execute Agreements with the individuals, partnerships and corporations hereby appointed for the performance of professional or for extraordinary and unspecifiable services and providing for compensation, as follows:

1. PERMA as Administrator for the Professional Municipal Management Joint Insurance Fund for calendar year 2020 in the amount of \$135,624.00 as set forth specifically in the Agreement. The estimated dollar amount that will be expended in connection with this three year term is \$398,245.00
2. The law firm of, Helmer, Conley & Kasselmann, with William John Kearns, Jr., Esquire as the designated attorney, as the Attorney for the Professional Municipal Management Joint Insurance Fund for calendar year 2020 in the amount of \$21,076.00 for general legal services and the sum of \$17,953.00 for litigation management, plus expenses, as set forth specifically in the Agreement. The estimated dollar amount that will be expended in connection with this three year term is \$117,554.00.
3. Thomas Tontarski as Treasurer for the Professional Municipal Management Joint Insurance Fund for calendar year 2020 in the amount of \$18,218.00 as set forth specifically in the Agreement. The estimated dollar amount that will be expended in connection with this three year term is \$53,590.00.
4. The Actuarial Advantage, with Kyle Mrotek, as its designated representative, as Actuary for the Professional Municipal Management Joint Insurance Fund for calendar year 2020 at a rate not to exceed \$40,078.00, as set forth specifically in the Agreement. The estimated dollar amount that will be expended in connection with this three year term is \$117,892.00.
5. J.A. Montgomery Risk Control, with Glenn Prince as its designated representative, as Safety Director for the Professional Municipal Management Joint Insurance Fund for calendar year 2020 with a basic fee in the amount of \$23,623.00 as Safety Director and reimbursement of expenses for postage not to exceed \$500.00 as set forth specifically in the Agreement. The estimated dollar amount that will be expended in connection with this three year term is \$69,486.00.

6. Bowman & Company with James Miles as its designated representative, as Auditor for the Professional Municipal Management Joint Insurance Fund for calendar year 2020 on the basis of an hourly fee schedule attached to the Agreement, but not to exceed \$23,589.00 without the specific approval of the Commissioners, as set forth specifically in the Agreement. The estimated dollar amount that will be expended in connection with this three year term is \$69,419.00.
7. Wilmington Trust as Asset Manager for the Professional Municipal Management Joint Insurance Fund for calendar year 2020 at a rate of .05% of the market value of the FUND's invested assets. The estimated dollar amount that will be expended in connection with this three year term is \$6,840.22.
8. Investors Bank as Banking Manager for the Professional Municipal Management Joint Insurance Fund for calendar year 2020 at an earning rate based on a combined average balance of \$20,000,000 of participating joint insurance funds.
9. Qual Lynx as Claims Service Company for the Professional Municipal Management Joint Insurance Fund for calendar year 2020 in accordance with the fee schedule set forth in the Agreement in the amount of \$138,507 plus the actual cost of a performance bond as set forth specifically in the Agreement. The estimated dollar amount that will be expended in connection with this three year term is \$407,426.00.
10. Conner Strong & Buckelew as Underwriting Manager for the Professional Municipal Management Joint Insurance Fund for calendar year 2020 in the amount of \$6,096.00 as set forth specifically in the Agreement. The estimated dollar amount that will be expended in connection with this three year term is \$17,928.00.
11. Qual Care as Workers' Compensation Managed Care Organization for calendar year 2020 in the amount of \$86,511.00 as set forth specifically in the Agreement. The estimated dollar amount that will be expended in connection with this three year term is \$254,478.00
12. Russo & Associates as Internal Auditor for calendar year 2020 in the amount of \$4381.00 as set forth specifically in the Agreement. The estimated dollar amount that will be expended in connection with this three year term is \$12,887.00.

Be It Further Resolved, that all of the Agreements set forth above are subject to specific approval by the Commissioners of the Professional Municipal Management Joint Insurance Fund, and

Be It Further Resolved, that notice of the appointments and the Agreements for professional shall be published as required by law, and

This resolution was duly adopted by the Professional Municipal Management Joint Insurance Fund at a public meeting held on January 27, 2020.

CHAIRMAN

SECRETARY

RESOLUTION NO. 20-2

**PROFESSIONAL MUNICIPAL MANAGEMENT JOINT INSURANCE FUND
ADOPTING PROCEDURES IN COMPLIANCE WITH THE
OPEN PUBLIC MEETINGS ACT**

Whereas, the Professional Municipal Management Joint Insurance Fund is duly constituted as a Municipal Self Insurance Fund and is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et seq., and

Whereas, the participating Municipalities have made their respective designations of Commissioners who will collectively serve as the Board of Fund Commissioners of the Professional Municipal Management Joint Insurance Fund, and

Whereas, the Open Public Meetings Act provides that upon the adoption by a public body of a schedule of meetings to be held during the calendar year that no further notice of those meetings will be necessary, and

Whereas, it is necessary for the Commissioners of the Professional Municipal Management Joint Insurance Fund to make certain administrative and organizational determinations for the proper operation of the Professional Municipal Management Joint Insurance Fund,

Now, THEREFORE, BE IT RESOLVED by the Commissioners of the Professional Municipal Management Joint Insurance Fund, assembled in public session on this 27th day of January 2020, that:

1. The Professional Municipal Management Joint Insurance Fund hereby designates the Fourth Tuesday (unless otherwise noted) of each Month, in the Municipal Buildings of the member municipalities set forth for each date, specifically:

February 25, 2020	Moorestown Town Hall	1:00 PM
April 28, 2020	Indian Springs Country Club	11:00 AM
May 26, 2020	Moorestown Town Hall	1:00 PM
June 23, 2020	“ “	1:00 PM
July 28, 2020	“ “	1:00 PM
September 22, 2020	“ “	1:00 PM
October 27, 2020	“ “	1:00 PM
November 24, 2020	“ “	1:00 PM
January 26, 2021	“ “	1:00 PM

as the dates and places of its regular meetings and the meeting of January 26, 2021, shall serve as the 2021 Reorganization Meeting; unless otherwise modified by Resolution; all meetings shall begin at 1:00 PM unless otherwise noted.

2. A copy of all advance notices of special meetings of the Professional Municipal Management Joint Insurance Fund shall, at least forty-eight (48) hours in advance of the special meeting be mailed to the newspaper designated in this Resolution;

be filed with the Clerk of each of the municipalities which are members of the Professional Municipal Management Joint Insurance Fund and be posted in the Municipal Buildings of each of the member municipalities in the same manner as notices of other public meetings are posted.

3. Any person may request, in writing, that the Professional Municipal Management Joint Insurance Fund mail to him or her a copy of the schedule of meetings and/or advance written notice of regular, special or re-scheduled meetings of the Professional Municipal Management Joint Insurance Fund. Upon prepayment by such person of the applicable fee set forth in this Resolution, the schedule and/or advance notice shall be mailed to that person. All requests made pursuant to this paragraph shall terminate at midnight, December 31st of the current year, subject to renewal thereafter upon filing of a new written request to the Board together with the prepayment of the applicable fee. Notices requested by news media shall be mailed to one representative of such media free of charge.
4. The following newspapers are hereby designated as the official newspapers for transmittal of all notices of the Professional Municipal Management Joint Insurance Fund required pursuant to the Open Public Meetings Act:

Burlington County Times

In addition, the Fund's webpage is designated for official notices - www.pmmjif.org

5. Upon the affirmative vote of three-fourths of the Commissioners present, the Professional Municipal Management Joint Insurance Fund may hold a meeting without compliance with the notice requirements of this Resolution if such a meeting is required to deal with matters of such urgency and importance that delay for the purpose of providing adequate notice would be likely to result in substantial harm to the public interest, and

Be It Further Resolved, that copies of this Resolution shall be provided to the newspapers designated above to receive notice of meetings and to the Clerks of the municipalities participating in the Professional Municipal Management Joint Insurance Fund for posting as required by law and to the Administrator and Treasurer of the Professional Municipal Management Joint Insurance Fund for their information and attention.

This resolution was duly adopted by the Professional Municipal Management Joint Insurance Fund at a public meeting held on January 27, 2020.

CHAIRMAN

SECRETARY

PROFESSIONAL MUNICIPAL MANAGEMENT JOINT INSURANCE FUND

ADOPTING FISCAL POLICIES AND PROCEDURES

Whereas, the Professional Municipal Management Joint Insurance Fund has been organized in accordance with the provisions of *N.J.S.A. 40A:10-36 et seq.*, and

Whereas, the participating Municipalities have made their respective designations of Commissioners who will collectively serve as the Governing Body of the Professional Municipal Management Joint Insurance Fund, and

Whereas, the Commissioners of the Professional Municipal Management Joint Insurance Fund find that it is necessary and appropriate to make decisions regarding the operations of the Professional Municipal Management Joint Insurance Fund,

Now, Therefore, Be It Resolved by the Commissioners of the Professional Municipal Management Joint Insurance Fund, meeting in public session on January 27, 2020, that:

1. There is hereby established an interest rate to be charged on all delinquent assessments for the year 2020, of ten (10%) per cent per annum from the due date for any such assessments, except that no interest shall be charged prior to January 15, 2020.
2. Bradford C. Stokes, Executive Director and/or the Account Manager so designated by the Executive Director is designated as the person authorized to accept service of process on behalf of the Professional Municipal Management Joint Insurance Fund at 9 Campus Drive Parsippany NJ 07054 and at 2 Cooper Street, Camden, NJ 08102.
3. The Executive Director of the Professional Municipal Management Joint Insurance Fund is hereby designated as the custodian of the records which shall be maintained at the office of the Administrator located at 2 Cooper Street, Camden, NJ 08102.
4. Investors Bank, having principal offices within the State of New Jersey, and organized under the laws of the United States or of the State of New Jersey is hereby designated as the primary depository of the Professional Municipal Management Joint Insurance Fund and any Bank, Trust Company, Savings Bank or Savings and Loan Association, having its principal place of business in the State of New Jersey and organized under the laws of the United States or of the State of New Jersey is hereby designated as an investment depository of the Professional Municipal Management Joint Insurance Fund for the term ending December 31, 2020 with a “30 – day cancellation clause”, provided that prior to the deposit of any funds in any depository authorized herein, the designated institution shall file with the Treasurer of the Professional Municipal Management Joint Insurance Fund a statement certifying that the institution is covered under the provisions of the Government Units Deposit Protection Act, N.J.S.A. 18:9-41, et seq.
5. The State of New Jersey Cash Management Fund is hereby designated as a legal depository for the Professional Municipal Management Joint Insurance Fund for the term ending December 31, 2020.

**PROFESSIONAL MUNICIPAL MANAGEMENT JOINT INSURANCE FUND
2020 CASH MANAGEMENT AND INVESTMENT POLICY**

1.) **Cash Management and Investment Objectives**

The Professional Municipal Management Joint Insurance Fund (hereinafter referred to as the FUND) objectives in this area are:

- a) Preservation of capital.
- b) Adequate safekeeping of assets.
- c) Maintenance of liquidity to meet operating needs, claims settlements and dividends.
- d) Diversification of the FUND's portfolio to minimize risks associated with individual investments.
- e) Maximization of total return, consistent with risk levels specified herein.
- f) Investment of assets in accordance with State and Federal Laws and Regulations.
- g) Accurate and timely reporting of interest earnings, gains and losses by line of coverage in each Fund year.
- h) Where legally permissible, cooperation with other local municipal joint insurance funds, and the New Jersey Division of Investment in the planning and execution of investments in order to achieve economies of scale.
- i) Stability in the value of the FUND's economic surplus.

2.) **Permissible Investments**

Investments shall be limited to investments authorized under N.J.S.A. 40A:5-1.1 Joint Insurance Funds and Chapter 38, Joint Insurance Funds, Subchapter 1. Investments 5:38-1.1, 5:38-1.2 and 5:38-1.3 of the New Jersey Administrative Code.

3.) **Authorized Depositories**

In addition to the above, the FUND is authorized to deposit funds in certificates of deposit and other time deposits in banks covered by the Governmental Unit Depository Protection Act, NJSA 17:9-14 et seq. (GUDPA). Specifically authorized depositories include but are not limited to:

Investors Bank

The FUND is also authorized to invest its assets in the New Jersey Cash Management Fund.

4.) **Authority for Investment Management**

The Treasurer is authorized and directed to make investments, with a maturity of three months or longer, through asset managers that may be selected by the Executive Board. Such asset managers shall be discretionary trustees of the FUND.

Their actions and decisions shall be consistent with this plan and all appropriate regulatory constraints.

In executing investments, asset managers shall identify the investment that is the most advantageous to the fund, unless otherwise directed by the FUND. Transactions may also be processed through the New Jersey Division of Investment by the Fund's asset managers.

5.) **Preservation of Capital**

Securities shall be purchased with the ability to hold until maturity.

6.) **Safekeeping**

Securities purchased on behalf of the FUND shall be delivered electronically or physically to the FUND's custodial bank, which shall maintain custodial and/or safekeeping accounts for such securities on behalf of the FUND.

7.) **Selection of Asset Managers, Custodial Banks and Operating Banks**

Asset managers, custodial banks and operating banks shall be retained for contract periods of one (1) year. Additionally, the FUND shall maintain the ability to change asset managers and/or custodial banks more frequently based upon performance appraisals and upon reasonable notice, and based upon changes in policy or procedures.

8.) **Reporting**

Asset managers will submit written statements to the treasurer and executive director describing the proposed investment strategy for achieving the objectives identified herein. Asset managers shall also submit revisions to strategy when justified as a result of changing market conditions or other factors. Such statements shall be provided to the Treasurer and Executive Director. The statements shall also include confirmation that all investments are made in accordance with this plan. Additionally, the Investment Manager shall include a statement that verifies the Investment Manager has reconciled and determined the appropriate fair value of the Funds portfolio based on valuation guidelines that shall be kept on file in the Executive Director's office.

The Treasurer shall report to the Executive Committee at all regular meetings on all investments. This report shall include information on the balances in all bank and investment accounts, and purchases, sales, and redemptions occurring in the prior month.

9.) **Audit**

This plan, and all matters pertaining to the implementation of it, shall be subject to the FUND's annual audit.

10.) **Cash Flow Projections**

Asset maturity decisions shall be guided by cash flow factors payout factors supplied by the Fund Actuary and reviewed by the Executive Director and the Treasurer.

11.) **Cash Management**

All moneys turned over to the Treasurer shall be deposited within forty-eight (48) hours in accordance with NJSA 40A:5-16.

In the event a check is made payable to the Treasurer rather than the Fund, the following procedure is to be followed:

- a.) The Treasurer endorses the check to the Fund and deposits it into the Fund account.
- b.) The Treasurer notifies the payer and requests that in the future any check be made payable to the Fund.

Cash may be withdrawn from investment pools under the discretion of asset managers only to fund operations, claims impress accounts, or approved dividend payments.

The Treasurer shall escheat to the State of New Jersey checks which remain outstanding for twelve or more months after the date of issuance. However, prior to implementing such procedures, the Treasurer, with the assistance of the claims agent, as needed, shall confirm that the outstanding check continues to represent a valid claim against the FUND.

RESOLUTION NO. 20-4

Professional Municipal Management Joint Insurance Fund 2020 Plan of Risk Management

Professional Municipal Management Joint Insurance Fund

(hereinafter the "Fund" or the "PMM JIF")

ESTABLISHING THE 2020 PLAN OF RISK MANAGEMENT

BE IT RESOLVED by the Fund's Commissioners that the 2020 Plan of Risk Management shall be:

Definitions:

"Commissioners" mean: The Board of Fund Commissioners or the Executive Committee thereof as appropriate

"Member" means: A local unit of government that has joined the Fund

"Sexual Abuse" means: An action brought pursuant to Section 1 of P.L. 1992, c.109 (C.2A:61B-1), paragraph (1) of subsection c. of section 1 of P.L.1959 (C.2A:53A-7) or section 1 of P.L.2005, c.264 (C.2A:53A-7.4)

Section I – Coverage

Insurance Coverages

The following coverages are provided to the Fund's members, effective January 1, 2020:

- Workers' Compensation
- Liability (including optional excess)
- Public Officials Liability / Employment Practices Liability (including optional excess)
- Optional Volunteer Directors & Officers Liability
- Crime
- Non-Owned Aircraft Liability
- Environmental Impairment Liability
- Cyber
- Property & Equipment Breakdown (effective December 31, 2019)
- **Emergency Service Volunteer Automobile Physical Damage**
- Educator's Legal Liability (for Fund's member Boards of Education)

Limits of Coverage

Unless otherwise stated, all limits shown apply less any local member unit's SIRs/deductibles, or excess of 0% the JIFs' actuarial projected loss funds as respects Annual Aggregate Stop Loss. All references to the "MEL" stand for the "Municipal Excess Liability Joint Insurance Fund". **Please note, the following is a general discussion of the coverages and limits provided via the Fund; however, the actual terms and conditions are defined in the policy documents and all issues shall be decided on such. Additional coverages, limits and conditions may apply. Please also note, deductibles may differ for individual members; please refer to your policy(ies) for full details.**

1. Workers' Compensation

- Workers' Compensation: \$250,000
- Employer's Liability: \$250,000
- USL&H, Harbor Marine/Jones Act, Incidental Foreign Workers' Compensation, Communicable Disease: Included
- MEL Excess Limit: Statutory
- Employer's Liability Excess Limit: \$6,750,000

Professional Municipal Management Joint Insurance Fund

2020 Plan of Risk Management

2. **Liability** (includes General, Automobile, Employee Benefits and Law Enforcement Liability)
- Fund Limit: \$250,000
 - MEL Excess Limit: \$4,750,000
 - The \$3,000,000 layer excess of \$2,000,000 is subject to a \$3,000,000 per local member unit annual aggregate (Automobile Liability is not aggregated)
 - Sublimits: The following sublimits are part of, and not in addition to, the limits above:
 - Good Samaritan Liability: Included
 - Quasi Municipal Organization Liability: Included (if approved)
 - Fungus or Spores: \$1,000,000
 - Disinfectants Release Hazard Coverage: \$1,000,000
 - Dam and Reservoir: \$5,000,000
 - a. \$5,000,000 per occurrence for any member entity owned dams defined as Class III or IV in New Jersey Administrative Code, Title 7, Department of Environmental Protection, Chapter 20, 7:20-1.8;
 - b. Included for premises owned, occupied or controlled by the member entity on which a dam or reservoir is located, or from the operations conducted on such premises;
 - c. \$2,000,000 per occurrence for any member entity owned dam defined as Class I or II in New Jersey Administrative Code, Title 7, Department of Environmental Protection, Chapter 20, 7:20-1.8; and
 - d. \$2,000,000 per occurrence for any Class III or IV member entity owned dam involved with a Class I or II member entity owned dam.
 - Sanitary/Storm Water System Sewerage Backup and/or Sanitary System Sewerage Backup, Escape or Release: \$3,000,000 Per Occurrence and \$4,000,000 Annual Aggregate for all member entities
 - Subsidence: \$3,000,000 Per Occurrence and \$4,000,000 Annual Aggregate for all member entities
 - Quasi Entities Coverage: \$5,000,000
 - Skateboard Facilities: \$5,000,000 Per Occurrence (where approved)
 - a. Subject to 20% member coinsurance of the first \$100,000
 - Riot, Civil Commotion or Mob Action: \$5,000,000 Per Occurrence
 - Failure to Supply Utility: \$5,000,000 Per Occurrence
 - Garagekeepers Liability: \$2,000,000 Per Occurrence
 - New Jersey Personal Injury Protection (NJ PIP): \$250,000
 - New Jersey Uninsured/Underinsured Motorist (NJ UM/UIM): \$15,000 / \$30,000 / \$5,000

3. **Optional Excess Liability Limit**

The MEL offers Optional Excess Liability Limits excess of the MEL Excess Limit.

- The following limits are the Optional Excess Limits:
 - \$2,000,000 (equals \$7,000,000 total);
 - \$5,000,000 (equals \$10,000,000 total);
 - \$10,000,000 (equals \$15,000,000 total); and
 - \$15,000,000 (equals \$20,000,000 total);

The Fund purchases Optional JIF Shared Aggregate Excess Liability Limits excess of \$20,000,000 from the MEL. This coverage is only available to members of the Fund who purchase all \$20,000,000 available to them from the Optional Excess Liability Limits.

- \$10,000,000 aggregate (equals \$30,000,000 total)

2020 Plan of Risk Management

4. Public Officials Liability / Employment Practices Liability

Each local member unit is 100% commercially insured with QBE Specialty Insurance Company for \$2,000,000 in the aggregate per member on a claims made and reported basis for each Fund year.

- Retentions and Coinsurance:
 - \$20,000 is the standard retention per claim and 20% of the first \$250,000 of the loss is the standard coinsurance, although other retentions and coinsurances may apply.
 - Local member units may qualify based on certain criteria to have options to purchase a lower retention and/or coinsurance contribution.
 - Members with adverse loss experience may be subject to higher retention and/or coinsurance.

5. Optional Excess Public Officials Liability / Employment Practices Liability

The MEL offers Optional Excess Public Officials Liability / Employment Practices Liability limits excess of the local member units' primary \$2,000,000 Public Officials Liability / Employment Practices Liability policies with QBE Specialty Insurance Company as follows:

- \$1,000,000 (equals \$3,000,000 total);
- \$2,000,000 (equals \$4,000,000 total);
- \$3,000,000 (equals \$5,000,000 total);
- \$4,000,000 (equals \$6,000,000 total); and
- \$8,000,000 (equals \$10,000,000 total).

6. Optional Volunteer Directors & Officers Liability

Fire companies and Emergency Service Units have the option of purchasing optional Volunteer Directors & Officers Liability coverage. The coverage is 100% commercially insured with QBE Specialty Insurance Company and applies to the non-firematic/emergency activities of such entity per the following options:

Option	Limit of Liability	Deductible
1	\$1,000,000	\$1,000
2	\$1,000,000	\$2,000
3	\$1,000,000	\$5,000
4	\$2,000,000	\$1,000
5	\$2,000,000	\$2,000
6	\$2,000,000	\$5,000

7. Crime

- The Fund provides Crime coverage with a limit of \$50,000 for: Loss of Assets, Credit Card Forgery, Loss of Employee Benefit Plan Assets and Public Employee Dishonesty
- The member deductible is \$2,500
- MEL Crime
 - MEL Crime Excess: \$950,000 excess of the Fund Crime limit
 - MEL Crime Statutory Position:
 - a. The MEL provides primary employee dishonesty and faithful performance coverage for those employed positions which are required by law to be individually bonded and where they have applied and have been approved for coverage at a limit of \$1,000,000 per occurrence per position. The MEL can provide MEL Crime Statutory Position limits, based on underwriting and via endorsement, above \$1,000,000, matching the member's auditor's recommendation, but no more than \$2,000,000. Such additional limit is available upon request and approval by the MEL.
 - b. The deductible is \$1,000
 - MEL Crime Excess Public Officials:

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- a. The MEL provides excess employee dishonesty and faithful performance coverage for those employed positions which are required by law to be individually bonded and where they have not applied or have not been approved for coverage under the MELJIF Statutory Position Program at a limit of \$1,000,000
- b. The deductible is the greater of the underlying bond/policy in place or the statutory limit required

8. Non-Owned Aircraft Liability

- \$5,000,000; and
- Medical Expense for each passenger: \$5,000
- The coverage is 100% commercially insured with Endurance

9. Annual Aggregate Stop Loss

- **\$0**, subject to sublimits of: \$0 each occurrence for Workers' Compensation, General Liability, Law Enforcement Liability and Automobile Liability; and \$0 each occurrence for Property and Crime

10. Environmental Impairment Liability

- Environmental Impairment Liability is provided to the Fund's local member units by the New Jersey Environmental Risk Management Fund (EJIF). Please refer to the EJIF's Plan of Risk Management.

11. Cyber

The Fund is 100% commercially insured for Cyber insurance with Indian Harbor Insurance Company (primary insurer) and Beazley (excess insurer) for the following limits:

- Limits:
 - Fund Annual Aggregate: \$12,000,000
 - Third Party, Per Claim: \$6,000,000
 - First Party, Per Claim: \$6,000,000
- Retention, Per Claim: \$10,000

12. Property & Equipment Breakdown

- The Fund provides a \$100,000 limit per occurrence (Property & Time Element combined)
- The MEL provides a \$400,000 limit excess of the Fund's limit
- The MEL purchases additional excess property limits, as follows: \$125,000,000, including certain sublimits, including, but not limited, to:
 - Aggregate, Earth Movement: \$100,000,000
 - Aggregate, Flood (includes Storm Surge): \$100,000,000
 - a. Per Location, Special Flood Hazard Area (SFHA): \$52,500,000
 - Named Storm: Included
 - Vehicles: \$15,000,000
- **Unmanned Aircraft Systems: \$100,000**
- Member deductibles:
 - All Other: \$2,500
 - Automobile Physical Damage: \$2,500
 - Equipment Breakdown: \$5,000
 - SFHA Flood :
 - a. Building: \$500,000
 - b. Contents: \$500,000
 - c. Time Element: \$500,000

2020 Plan of Risk Management

- Named Storm (Covered Property in Atlantic, Ocean, Monmouth and Burlington counties east of the Garden State Parkway, and any covered property in Cape May County):
 - a. Property Damage: 1% of TIV at location, per occurrence
 - b. Time Element: 1% of 12 months gross earnings at location, per occurrence
 - c. Minimum, per location: \$500,000
 - d. Maximum, per occurrence: \$1,000,000

13. **Emergency Service Volunteer Automobile Physical Damage**

- The Fund provides Automobile Physical Damage Reimbursement Coverage to all Emergency Service Volunteers, including police auxiliary, firefighters and members of the first aid or rescue squads, CERT Teams, etc. for collision and comprehensive damages to their personal vehicle, which arises out of and in the course of the emergency service volunteer's duties associated with an authorized activity and/or duly sponsored or sanctioned event on behalf of the member entity/organization.
- Where personal auto physical damage insurance coverage is applicable to the volunteer's vehicle, the extent of this reimbursement coverage shall not exceed 100% of the volunteer's collision or comprehensive deductible amount, up to a maximum of \$2,500 OR in the absence of any applicable personal collision or comprehensive insurance coverage, reimbursement of damages shall not exceed \$2,500.

Individual Self-Insured Retentions

Optional Individual Self-Insured Retentions:

Amount of Risk to be Retained by the Fund

Unless otherwise stated, all limits shown apply less any local member unit's SIRs/deductibles.

1. **Workers' Compensation:** \$250,000
 -

2. **Liability:** \$250,000
 - NJ Uninsured/Underinsured Motorist: \$15,000 / \$30,000 / \$5,000
 - NJ Personal Injury Protection: \$250,000
 -

3. **Optional Excess Liability Limit:** \$0

4. **Public Officials Liability / Employment Practices Liability:** \$0

5. **Optional Excess Public Officials Liability / Employment Practices Liability:** \$0

6. **Optional Volunteer Directors & Officers Liability:** \$0

7. **Crime:** \$50,000
 - MEL Crime Excess: None
 - MEL Crime Statutory Position: None
 - MEL Crime Excess Public Officials: None
 -

8. **Non-Owned Aircraft Liability:** \$0

9. **Annual Aggregate Stop Loss** 0% of the JIF's actuarial projected loss funds

10. **Environmental Impairment Liability :** \$0

11. **Cyber:** \$0

12. **Property:** \$100,000
 - Equipment Breakdown: \$0
 - SFHA Flood: \$0
 - Named Storm (Covered Property in Atlantic, Ocean, Monmouth and Burlington counties east of the Garden State Parkway, and any covered property in Cape May County): \$0
 -
 - Unmanned Aircraft Systems (UAS):\$100,000

13. **Emergency Service Volunteer Automobile Physical Damage** _____

Commercial Insurance / Reinsurance Purchased

The insurance/reinsurance listed below may contain sublimits, retentions and deductibles in addition to such already stated.

1. **Non-Owned Aircraft Liability:** The Fund purchases this coverage through the MEL from Endurance
2. **Excess Property & Equipment Breakdown:** The Fund purchases this coverage from the MEL
3. **Excess Liability:** The Fund purchases this coverage from the MEL
4. **Excess Workers' Compensation:** The Fund purchases this coverage from the MEL
5. **Excess Crime:** The Fund purchases this coverage from the MEL
6. **Public Officials Liability / Employment Practices Liability:** The Fund purchases this coverage from QBE Specialty Insurance Company
7. **Optional Volunteer Directors & Officers Liability:** The Fund purchases this coverage from QBE Specialty Insurance Company
8. **Cyber:** The Fund purchases this coverage from Indian Harbor Insurance Company and Beazley
9. **Environmental Impairment Liability:** EJIF

10. **Emergency Service Volunteer Automobile Physical Damage :** None

Section II – Conditions

The Amount of Unpaid Claims to be Established

1. The general reserving philosophy is to set reserves based upon the probable total cost of the claim at the time of conclusion. Historically, on claims aged eighteen (18) months, the Fund expects the claims servicing company to set reserves at 85% accuracy. The Fund also establishes reserves recommended by the Fund's actuary for claims that have been incurred but not yet reported so that the Fund has adequate reserves to pay all claims and allocated loss adjusted expense liability.
2. Claims reserves are subject to regular review by the Fund's Executive Director/Administrator, Attorney, Commissioners and claims servicing company. Reserves on large or unusual claims are also subject to review by the claims departments of the commercial insurance companies or reinsurance companies providing primary or excess coverages to the Fund.

The Method of Assessing Contributions to be Paid by Each Member of the Fund

1. By November 15th of each year, the actuary computes the probable net cost for the upcoming Fund year by line of coverage and for each prior Fund year. The actuary includes all budget items in these computations. The annual assessment of each participating member is its pro rata share of the probable net cost of the upcoming Fund year for each line of coverage as computed by the actuary.
2. The calculation of pro rata shares is based on each member's experience modified manual premium for that line of coverage. The Commissioners also adopts a capping formula which limits the increase of any member's assessment from the preceding year to the Fund wide average increase plus a percentage selected by the Commissioners. The total amount of each member's annual assessment is certified by majority vote of the Commissioners at least one (1) month prior to the beginning of the next fiscal year.
3. The treasurer deposits each member's assessment into the appropriate accounts, including the administrative account, and the claim or loss retention trust fund account by Fund year for each type of coverage in which the member participates.
4. If a local unit becomes a member of the Fund or elects to participate in a line of coverage after the start of the Fund year, such participant's assessments and supplement assessments are reduced in proportion to that part of the year which had elapsed.

Professional Municipal Management Joint Insurance Fund
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5. The Commissioners may by majority vote levy upon the participating members additional assessments wherever needed or so ordered by the Commissioner of Insurance to supplement the Fund's claim, loss retention or administrative accounts to assure the payment of the Fund's obligations. All supplemental assessments are charged to the participating members by applicable Fund year, and shall be apportioned by the year's assessments for that line of coverage.
6. Should any member fail or refuse to pay its assessments or supplemental assessments, or should the Fund fail to assess funds required to meet its obligations, the chairman or in the event by his or her failure to do so, the custodian of the Fund's assets, shall notify the Commissioner of Insurance and the Director of Community Affairs. Past due assessments shall bear interest at the rate established annually by the Commissioners.
7. Sexual Abuse Liability Account: The Commissioners may establish a sexual abuse liability account. Reserves, IBNR, expenses, assets, assessments and other assets for this account shall be accounted for separately. After the end of the year before the Fund has finalized its year end accounting, the Commissioners may levy a supplementary assessment if the sexual abuse claims account is negative on a statutory basis.
8. At the discretion of the Commissioners, any supplemental assessments may be payable in equal installments for up to ten years. Deferred assessments shall become due and immediately payable if a member leaves the Fund.

Procedures Governing Loss Adjustment and Legal Expenses

1. The Fund engages a claims service company to handle all claims, except for the JIF's POL/EPL and Volunteer D&O, which are handled by Summit Risk Services representing QBE Specialty Insurance Company. The performance of the claims adjusters is monitored and periodically audited by the Executive Director's office, the Fund attorney, the MEL's attorney's office, as well as the claims department of the MEL's three major liability insurers/re-insurers (i.e. General Re and Munich Re for liability, and Safety National for workers' compensation). Every three years, the MEL's internal auditors also conduct an audit.
2. Each member is provided with a claims reporting procedure and appropriate forms.
3. In order to control workers' compensation medical costs, the Fund has engaged a managed care organization (MCO) whose procedures are integrated into the Fund's claims process.
4. To provide for quality defense and control costs, the Fund has established an approved defense attorney panel with firms which specialize in governmental claims. The performance of the defense attorneys is overseen by the Fund attorney, as well as the various firms which audit the claims adjusters.

Procedures for the Closure of Fund Years, including the Maintenance of All Relevant Accounting Records

1. The Fund utilizes the Municipal Excess Liability Residual Claims Fund (RCF) to facilitate the closure of Fund years.
2. Upon the transfer of outstanding liabilities of a Fund year to the RCF, the Fund adopts a resolution closing that year and transfers all remaining assets to the closed Fund year account. This amount is allocated by member local units using the same procedure as is used to calculate a dividend. Each month, interest is credited to the closed Fund year account by member.
3. Each year, the Commissioners will determine if a dividend is appropriate from the closed Fund year account, and will make application to the Department of Banking and Insurance as appropriate. Further, in the event an open Fund year incurs a deficit, the Fund's governing body will consider an inter-year transfer from the closed Fund year account to offset the deficit. In either case, the dividend or inter-Fund year transfer will be calculated on a member by member basis.
4. In the event a member leaves the Fund, the Commissioners may assess the member's closed Fund Year account an amount not exceeding three (3) years stranded costs that the Fund incurs as a result of the member's withdraw. Stranded costs are those expenses incurred by the Fund that would otherwise have been paid from the withdrawing member's assessments had the member remained in the Fund. The dividend of any member that is no longer a member of the Fund and

2020 Plan of Risk Management

that member's share of the closed fund year account shall be held in escrow until the later of the tolling of the statute of limitations for all potential claims incurred during the membership period or the closure of all incurred claims by the Fund during the period of membership. A former member may apply to the Commissioners for a return of that member's remaining share of the closed Fund year account no sooner than when five (5) years have passed since the last Fund year in which the member participated has been closed. The Commissioners will decide on the former member's request after evaluating the likelihood of any additional assessments from the RCF.

5. All dividends from the RCF will be deposited in the closed Fund year account on a member by member basis.
6. The Fund will retain all records in accordance with the Fund's record retention program.

Assumptions and Methodology Used for the Calculation of Appropriate Reserve Requirements to be Established and Administered in Accordance with Sound Actuarial Principles

1. The general approach in estimating the loss reserves of the Fund is to project ultimate losses for each Fund year using paid and incurred loss data. Two traditional actuarial methodologies are used: the paid loss development method and the incurred loss development method. From the two different indications resulting from these methods the Fund Actuary chooses a "select" estimate of ultimate losses. Subtraction of the paid losses from the select ultimate losses yields the loss reserve liability or funding requirement.
2. The following is an overview of the two actuarial methods used to project the ultimate losses.
 - a. Paid Loss Development Method - This method uses historical accident year paid loss patterns to project ultimate losses for each accident year. Because this method does not use case reserve data, estimates from it are not affected by changes in case reserving practices. However, the results of this method are sensitive to changes in the rate of which claims are settled and losses are paid, and may underestimate ultimate losses if provisions are not included for very large open claims.
 - b. Case Incurred Loss Development Method - This method is similar to the paid loss development method except it uses historical case incurred loss patterns (paid plus case outstanding reserves) to estimate ultimate losses. Because the data used includes case reserve estimates, the results from this method may be affected by changes in case reserve adequacy.

The Maximum Amount a Certifying and Approving Officer May Approve Pursuant to N.J.A.C. 11:15-2.22

1. \$10,000 for General and automobile liability
2. \$10,000 for workers compensation
3. With the advance approval of the Fund Attorney, the certifying and approving officer may also pay provider bills if waiting until after the next regularly scheduled FUND meeting would result in the loss of a discount on such bills. When the certifying and approving officer utilizes this authority, a report shall be made to the Commissioners at their next meeting.
4. \$50,000 Emergency Court House Authority upon the joint authorization of the Fund Attorney and Executive Director. Whenever this procedure is used, the claim shall be reported to the Commissioners at their next meeting.

Professional Municipal Management Joint Insurance Fund

2020 Plan of Risk Management

ADOPTED: *this ____ day of _____, 2020 by the Commissioners:*

Professional Municipal Management JOINT INSURANCE FUND

Chairperson

Secretary

RESOLUTION NO. 20-5

PROFESSIONAL MUNICIPAL MANAGEMENT JOINT INSURANCE FUND

**RESOLUTION AWARDING AN EXTRAORDINARY UNSPECIFIABLE SERVICES
CONTRACT WITH QBE SPECIALTY INSURANCE COMPANY FOR PRIMARY
PUBLIC OFFICIALS/EMPLOYMENT PRACTICES LIABILITY**

WHEREAS, there is a need for public officials/employment practices coverage for the Professional Municipal Management Joint Insurance Fund (FUND); and

WHEREAS, the Fund has sought and received proposals in accord with N.J.S.A. 19:44A-20.4 et. seq.; and

WHEREAS, the Underwriting Manager is recommending award to QBE Specialty Insurance Company for primary public officials/employment practices liability coverage in the amount of \$305,955.00 inclusive of commission; and

WHEREAS, the services qualify as an award of a contract without the receipt of formal bids as an Extraordinary Unspecifiable Service N.J.S.A. 18A:18A-5(a)(ii) and N.J.A.C. 5:34-2.3(b); and

WHEREAS, the certification of an Extraordinary Unspecifiable Service as demanded by to N.J.A.C. 5:34-2.1 et. seq. must be complied with and attached to this resolution; and

WHEREAS, QBE Specialty Insurance Company will submit a Business Entity Disclosure Certification and a Political Contribution Disclosure form which certifies that QBE Specialty Insurance Company has not made any reportable contributions to a political or candidate committee to the Fund in the previous one year, and that the contract will prohibit QBE Specialty Insurance Company from making any reportable contributions through the term of the contract, and

WHEREAS, the Fund Administrator has concurred with the legality of the purchase in accord with the New Jersey Local Publics Contract Law (N.J.S..40A:11-1 et. Seq); and

WHEREAS, the Treasurer has certified that funds are available, subject to approval by the board of commissioners in the 2020 budget in the amount of \$305,955.00 inclusive of commission from:

Line Items: POL/EPL Premium and Land Use Liability

NOW, THEREFORE, BE IT RESOLVED, that the Professional Municipal Management Joint Insurance Fund authorizes the Executive Director to enter into a contract with QBE Specialty Insurance Company for the 2020 budget year for primary public officials/employment practices liability coverage in the amount of not to exceed \$305,955.00 inclusive of commission.

**PROFESSIONAL MUNICIPAL MANAGEMENT
JOINT INSURANCE FUND**

Attest:

CHAIRMAN

SECRETARY

RESOLUTION NO. 20-6

PROFESSIONAL MUNICIPAL MANAGEMENT JOINT INSURANCE FUND

**RESOLUTION AWARDING AN EXTRAORDINARY UNSPECIFIABLE SERVICES
CONTRACT WITH QBE SPECIALTY INSURANCE COMPANY FOR OPTIONAL
VOLUNTEER DIRECTOR’S AND OFFICER’S LIABILITY COVERAGE**

WHEREAS, there is a need for optional volunteer director’s and officer’s liability coverage for the Professional Municipal Management Joint Insurance Fund (FUND); and

WHEREAS, the Fund has sought and received proposals in accord with N.J.S.A. 19:44A-20.4 et. seq.; and

WHEREAS, the Underwriting Manager is recommending award to QBE Specialty Insurance Company for optional volunteer director’s and officer’s liability coverage in the amount of \$2,920.00 inclusive of commission; and

WHEREAS, the services qualify as an award of a contract without the receipt of formal bids as an Extraordinary Unspecifiable Service N.J.S.A. 18A:18A-5(a)(ii) and N.J.A.C. 5:34-2.3(b); and

WHEREAS, the certification of an Extraordinary Unspecifiable Service as demanded by to N.J.A.C. 5:34-2.1 et. seq. must be complied with and attached to this resolution; and

WHEREAS, QBE Specialty Insurance Company will submit a Business Entity Disclosure Certification and a Political Contribution Disclosure form which certifies that QBE Specialty Insurance Company has not made any reportable contributions to a political or candidate committee to the Fund in the previous one year, and that the contract will prohibit QBE Specialty Insurance Company from making any reportable contributions through the term of the contract, and

WHEREAS, the Fund Administrator has concurred with the legality of the purchase in accord with the New Jersey Local Publics Contract Law (N.J.S..40A:11-1 et. Seq); and

WHEREAS, the Treasurer has certified that funds are available, subject to approval by the board of commissioners in the 2020 budget in the amount of \$2,920.00 inclusive of commissions from:

Line Items: Volunteer Director’s and Officer’s Liability

NOW, THEREFORE, BE IT RESOLVED, that the Professional Municipal Management Joint Insurance Fund authorizes the Executive Director to enter into a contract with QBE Specialty Insurance Company for the 2020 budget year for optional volunteer director’s and officer’s liability coverage in the amount of not to exceed \$2,920.00 inclusive of commissions.

**PROFESSIONAL MUNICIPAL MANAGEMENT
JOINT INSURANCE FUND**

Attest:

CHAIRMAN

SECRETARY

RESOLUTION NO. 20-7

PROFESSIONAL MUNICIPAL MANAGEMENT JOINT INSURANCE FUND

**RESOLUTION AWARDING AN EXTRAORDINARY UNSPECIFIABLE SERVICES
CONTRACT WITH INDIAN HARBOR INSURANCE COMPANY FOR PRIMARY CYBER
SECURITY LIABILITY COVERAGE**

WHEREAS, there is a need for primary cyber security liability coverage for the Professional Municipal Management Joint Insurance Fund (FUND); and

WHEREAS, the Fund has sought and received proposals in accord with N.J.S.A. 19:44A-20.4 et. seq.; and

WHEREAS, the Underwriting Manager is recommending award to Indian Harbor Insurance Company for primary cyber security liability coverage in the amount of \$7,980.00 inclusive of commission; and

WHEREAS, the services qualify as an award of a contract without the receipt of formal bids as an Extraordinary Unspecifiable Service N.J.S.A. 18A:18A-5(a)(ii) and N.J.A.C. 5:34-2.3(b); and

WHEREAS, the certification of an Extraordinary Unspecifiable Service as demanded by to N.J.A.C. 5:34-2.1 et. seq. must be complied with and attached to this resolution; and

WHEREAS, Indian Harbor Insurance Company will submit a Business Entity Disclosure Certification and a Political Contribution Disclosure form which certifies that Indian Harbor Insurance Company has not made any reportable contributions to a political or candidate committee to the Fund in the previous one year, and that the contract will prohibit Indian Harbor Insurance Company from making any reportable contributions through the term of the contract, and

WHEREAS, the Fund Administrator has concurred with the legality of the purchase in accord with the New Jersey Local Publics Contract Law (N.J.S..40A:11-1 et. Seq); and

WHEREAS, the Treasurer has certified that funds are available, subject to approval by the board of commissioners in the 2020 budget in the amount of \$7,980.00 inclusive of commission from:

Line Items: Primary Cyber Security Liability

NOW, THEREFORE, BE IT RESOLVED, that the Professional Municipal Management Joint Insurance Fund authorizes the Executive Director to enter into a contract with Indian Harbor Insurance Company for the 2020 budget year for primary cyber security liability coverage in the amount of not to exceed \$7,980.00 inclusive of commission.

**PROFESSIONAL MUNICIPAL MANAGEMENT
JOINT INSURANCE FUND**

Attest:

CHAIRMAN

SECRETARY

RESOLUTION NO. 20-8

PROFESSIONAL MUNICIPAL MANAGEMENT JOINT INSURANCE FUND

**RESOLUTION AWARDING AN EXTRAORDINARY UNSPECIFIABLE SERVICES
CONTRACT WITH BEAZLEY INSURANCE COMPANY, INC. FOR EXCESS
CYBER SECURITY LIABILITY COVERAGE**

WHEREAS, there is a need for excess cyber security liability coverage for the Professional Municipal Management Joint Insurance Fund (FUND); and

WHEREAS, the Fund has sought and received proposals in accord with N.J.S.A. 19:44A-20.4 et. seq.; and

WHEREAS, the Underwriting Manager is recommending award to Beazley Insurance Company, Inc for excess cyber security liability coverage in the amount of \$2,032.00 inclusive of commission; and

WHEREAS, the services qualify as an award of a contract without the receipt of formal bids as an Extraordinary Unspecifiable Service N.J.S.A. 18A:18A-5(a)(ii) and N.J.A.C. 5:34-2.3(b); and

WHEREAS, the certification of an Extraordinary Unspecifiable Service as demanded by to N.J.A.C. 5:34-2.1 et. seq. must be complied with and attached to this resolution; and

WHEREAS, Beazley Insurance Company, Inc will submit a Business Entity Disclosure Certification and a Political Contribution Disclosure form which certifies that Beazley Insurance Company, Inc has not made any reportable contributions to a political or candidate committee to the Fund in the previous one year, and that the contract will prohibit Beazley Insurance Company, Inc from making any reportable contributions through the term of the contract, and

WHEREAS, the Fund Administrator has concurred with the legality of the purchase in accord with the New Jersey Local Publics Contract Law (N.J.S..40A:11-1 et. Seq); and

WHEREAS, the Treasurer has certified that funds are available, subject to approval by the board of commissioners in the 2020 budget in the amount of \$2,032.00 inclusive of commission from:

Line Items: Excess Cyber Security Liability

NOW, THEREFORE, BE IT RESOLVED, that the Professional Municipal Management authorizes the Executive Director to enter into a contract with Beazley Insurance Company, Inc for the 2020 budget year for primary cyber security liability coverage in the amount of not to exceed \$2,032.00 inclusive of commission.

**PROFESSIONAL MUNICIPAL MANAGEMENT
JOINT INSURANCE FUND**

Attest:

CHAIRMAN

PROTECTING CHILDREN FROM ABUSE...



THE MEL HAS DEVELOPED AN EXTENSIVE PROGRAM TO HELP PROTECT CHILDREN FROM ABUSE AND OFFICIALS AND EMPLOYEES FROM LIABILITY INCLUDING:

- Model Policies and Procedures
- Training for elected and appointed senior officials
- Training for managers and supervisors
- Online training for all employees and volunteers

THE CHALLENGE

- In New Jersey, 80,000 reports of child abuse are received by State authorities each year
- 37% of all children experience physical or psychological mistreatment or neglect
- By age 18, one in four girls and one in six boys has experienced sexual abuse
- New Jersey law holds officials or public employees personally liable for child abuse if they fail to implement appropriate safeguards for children entrusted to their care
- This year the New Jersey legislature extended the statute of limitation for child abuse lawsuits to at least age 55 – and even longer in some cases

THE FOLLOWING INFORMATION IS NOW AVAILABLE ON THE MEL WEBSITE:

- **Model policy**
Addressing the Protection and Safe Treatment of Minors
- **Protecting Children Resource Guide**
- **Protecting Children Video**
- **Leadership Message**
- **Legal decisions**
Child Abuse and Protection

Your local MEL/JIF will contact your town regarding training programs available in your area.



THE POWER OF COLLABORATION

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PROFESSIONAL MUNICIPAL MANAGEMENT FUND						
FINANCIAL FAST TRACK REPORT						
AS OF November 30, 2019						
	<i>THIS MONTH</i>	<i>YTD CHANGE</i>	<i>PRIOR YEAR END</i>	<i>FUND BALANCE</i>		
1.	UNDERWRITING INCOME	328,382	4,015,240	81,765,959	85,781,199	
2.	CLAIM EXPENSES					
	Paid Claims	177,356	1,718,168	37,402,956	39,121,124	
	Case Reserves	(71,876)	277,811	1,935,003	2,212,814	
	IBNR	109,601	463,780	1,258,418	1,722,198	
	Recoveries	(765)	(65,020)	(116,502)	(181,522)	
	TOTAL CLAIMS	214,316	2,394,739	40,479,875	42,874,614	
3.	EXPENSES					
	Excess Premiums	111,384	1,225,224	22,360,371	23,585,595	
	Administrative	49,847	563,376	11,228,885	11,792,260	
	TOTAL EXPENSES	161,231	1,788,600	33,589,256	35,377,855	
4.	UNDERWRITING PROFIT (1-2-3)	(47,165)	(168,099)	7,696,828	7,528,730	
5.	INVESTMENT INCOME	8,348	150,350	5,005,131	5,155,481	
6.	DIVIDEND INCOME	0	0	1,638,289	1,638,289	
7.	STATUTORY PROFIT (4+5+6)	(38,817)	(17,749)	14,340,248	14,322,499	
8.	DIVIDEND	0	23,000	11,201,946	11,224,946	
9.	STATUTORY SURPLUS (7-8)	(38,817)	(40,749)	3,138,302	3,097,554	
SURPLUS (DEFICITS) BY FUND YEAR						
	Closed	578	(9,858)	831,353	821,494	
	Aggregate Excess LFC	4,818	54,351	176,754	231,104	
	2015	1,185	71,640	832,539	904,179	
	2016	(41,276)	(57,150)	778,595	721,446	
	2017	1,318	(127,903)	413,535	285,632	
	2018	1,492	102,412	105,527	207,939	
	2019	(6,932)	(74,240)		(74,240)	
	TOTAL SURPLUS (DEFICITS)	(38,817)	(40,749)	3,138,302	3,097,554	
	TOTAL CASH				6,724,054	
CLAIM ANALYSIS BY FUND YEAR						
	TOTAL CLOSED YEAR CLAIMS	0	0	34,381,178	34,381,178	
	FUND YEAR 2015					
	Paid Claims	0	50,193	1,043,095	1,093,288	
	Case Reserves	0	(112,782)	127,417	14,635	
	IBNR	0	29,942	36,689	66,631	
	Recoveries	0	(18,717)	(15,193)	(33,910)	
	TOTAL FY 2015 CLAIMS	0	(51,364)	1,192,008	1,140,645	
	FUND YEAR 2016					
	Paid Claims	4,288	220,004	813,114	1,033,118	
	Case Reserves	63,312	(101,897)	405,829	303,931	
	IBNR	(25,000)	(35,656)	107,474	71,818	
	Recoveries	0	(180)	(43,729)	(43,909)	
	TOTAL FY 2016 CLAIMS	42,600	82,271	1,282,687	1,364,958	
	FUND YEAR 2017					
	Paid Claims	50,288	305,921	819,657	1,125,578	
	Case Reserves	(36,427)	114,363	564,041	678,404	
	IBNR	(13,861)	(134,127)	366,359	232,232	
	Recoveries	0	(4,342)	(44,447)	(48,788)	
	TOTAL FY 2017 CLAIMS	0	281,816	1,705,610	1,987,426	
	FUND YEAR 2018					
	Paid Claims	74,372	565,193	345,912	911,105	
	Case Reserves	(90,331)	(72,322)	837,716	765,393	
	IBNR	15,959	(279,773)	747,896	468,123	
	Recoveries	0	(19,934)	(13,133)	(33,066)	
	TOTAL FY 2018 CLAIMS	0	193,164	1,918,391	2,111,555	
	FUND YEAR 2019					
	Paid Claims	48,407	576,857		576,857	
	Case Reserves	(8,431)	450,449		450,449	
	IBNR	132,503	883,394		883,394	
	Recoveries	(765)	(21,848)		(21,848)	
	TOTAL FY 2019 CLAIMS	171,715	1,888,852		1,888,852	
	COMBINED TOTAL CLAIMS	214,316	2,394,739	40,479,875	42,874,614	

PROFESSIONAL MUNICIPAL MANAGEMENT FUND						
FINANCIAL FAST TRACK REPORT						
		AS OF	October 31, 2019			
		THIS	YTD	PRIOR	FUND	
		MONTH	CHANGE	YEAR END	BALANCE	
1.	UNDERWRITING INCOME	328,382	3,686,858	81,765,959	85,452,817	
2.	CLAIM EXPENSES					
	Paid Claims	151,612	1,540,812	37,402,956	38,943,768	
	Case Reserves	(87,746)	349,687	1,935,003	2,284,690	
	IBNR	133,699	354,179	1,258,418	1,612,597	
	Recoveries	(25,851)	(64,255)	(116,502)	(180,757)	
	TOTAL CLAIMS	171,714	2,180,423	40,479,875	42,660,298	
3.	EXPENSES					
	Excess Premiums	111,384	1,113,840	22,360,371	23,474,211	
	Administrative	50,245	513,529	11,228,885	11,742,413	
	TOTAL EXPENSES	161,629	1,627,369	33,589,256	35,216,624	
4.	UNDERWRITING PROFIT (1-2-3)	(4,960)	(120,934)	7,696,828	7,575,895	
5.	INVESTMENT INCOME	12,754	142,002	5,005,131	5,147,133	
6.	DIVIDEND INCOME	0	0	1,638,289	1,638,289	
7.	STATUTORY PROFIT (4+5+6)	7,794	21,068	14,340,248	14,361,316	
8.	DIVIDEND	0	23,000	11,201,946	11,224,946	
9.	STATUTORY SURPLUS (7-8)	7,794	(1,932)	3,138,302	3,136,370	
SURPLUS (DEFICITS) BY FUND YEAR						
	Closed	863	(10,437)	831,353	820,916	
	Aggregate Excess LFC	4,957	49,533	176,754	226,286	
	2015	1,741	70,455	832,539	902,994	
	2016	2,083	(15,873)	778,595	762,722	
	2017	1,978	(129,221)	413,535	284,314	
	2018	2,281	100,920	105,527	206,446	
	2019	(6,110)	(67,309)		(67,309)	
	TOTAL SURPLUS (DEFICITS)	7,794	(1,932)	3,138,302	3,136,370	
	TOTAL CASH				6,915,685	
CLAIM ANALYSIS BY FUND YEAR						
	TOTAL CLOSED YEAR CLAIMS	0	0	34,381,178	34,381,178	
	FUND YEAR 2015					
	Paid Claims	0	50,193	1,043,095	1,093,288	
	Case Reserves	(4,348)	(112,782)	127,417	14,635	
	IBNR	18,778	29,942	36,689	66,631	
	Recoveries	(14,430)	(18,717)	(15,193)	(33,910)	
	TOTAL FY 2015 CLAIMS	(0)	(51,364)	1,192,008	1,140,645	
	FUND YEAR 2016					
	Paid Claims	59,953	215,717	813,114	1,028,830	
	Case Reserves	(64,339)	(165,210)	405,829	240,619	
	IBNR	4,414	(10,656)	107,474	96,818	
	Recoveries	(28)	(180)	(43,729)	(43,909)	
	TOTAL FY 2016 CLAIMS	(0)	39,671	1,282,687	1,322,358	
	FUND YEAR 2017					
	Paid Claims	9,857	255,633	819,657	1,075,290	
	Case Reserves	(15,364)	150,790	564,041	714,831	
	IBNR	9,397	(120,266)	366,359	246,093	
	Recoveries	(3,890)	(4,342)	(44,447)	(48,788)	
	TOTAL FY 2017 CLAIMS	(0)	281,816	1,705,610	1,987,425	
	FUND YEAR 2018					
	Paid Claims	30,216	490,820	345,912	836,732	
	Case Reserves	(26,650)	18,009	837,716	855,724	
	IBNR	(3,566)	(295,732)	747,896	452,164	
	Recoveries	0	(19,934)	(13,133)	(33,066)	
	TOTAL FY 2018 CLAIMS	0	193,163	1,918,391	2,111,554	
	FUND YEAR 2019					
	Paid Claims	51,586	528,449		528,449	
	Case Reserves	22,955	458,880		458,880	
	IBNR	104,676	750,891		750,891	
	Recoveries	(7,503)	(21,083)		(21,083)	
	TOTAL FY 2019 CLAIMS	171,714	1,717,137		1,717,137	
	COMBINED TOTAL CLAIMS	171,714	2,180,423	40,479,875	42,660,298	

PROFESSIONAL MUNICIPAL MGMT JIF							
Fixed Income Portfolio Summary and Rate Comparison							
						For Month End	
						11/30/2019	
						Last	This
						Month	Month
						2016	2017
						2018	
PROFESSIONAL MUNICIPAL MGMT JIF							
Total Cash Balance (millions)			4.58	5.29	6.20	6.92	6.70
Fixed Income Portfolio							
Investments (millions), Book Value			2.13	3.25	3.25	4.64	4.65
Avg maturity (years)			2.67	0.43	1.48	0.68	0.65
Unrealized gain/(loss) (%)			-0.28	-0.71	-0.81	0.09	0.02
Purchase/Book yield (%)			1.20	1.20	1.57	1.62	1.66
Realized gain/(loss) (%)			0.00	0.00	0.00	0.00	0.00
Total Yield (Market)			0.92	0.49	0.76	1.71	1.68
M E L PORTFOLIO							
Total Cash Balance (millions)			61.94	59.15	62.76	60.01	58.08
Fixed Income Portfolio							
Investments (millions), Book Value			53.40	48.74	48.74	26.47	23.61
Avg maturity (years)			1.64	1.15	1.63	1.12	1.21
Unrealized gain/(loss) (%) ***			0.03	-0.21	-1.26	0.53	0.49
Purchase/Book yield (%)			0.82	1.11	1.80	1.54	1.39
Realized gain/(loss) (%)			0.00	0.00	0.00	0.00	0.00
Total Yield (Market)			0.85	0.90	0.54	2.07	1.88
COMPARATIVE RATES (%)							
Cash & Cash Equivalents							
NJ Cash Mgmt Fund *			0.41	0.85	1.81	1.98	1.81
Investors Bank Deposits			-	-	1.64	1.77	1.51
Treasury Issues							
1 year bills			0.61	1.20	2.33	1.61	1.57
3 year notes			1.00	1.58	2.63	1.53	1.61
5 year notes			1.33	1.83	2.75	1.53	1.64
Merrill Lynch US Govt 1-3 years ^			0.89	0.44	1.60	3.36	3.33

**Professional Municipal Mgmt Joint Insurance Fund
CLAIMS MANAGEMENT REPORT
EXPECTED LOSS RATIO ANALYSIS**

AS OF November 30, 2019

FUND YEAR 2015 -- LOSSES CAPPED AT RETENTION

	Budget	Limited	59	MONTH	58	MONTH	47	MONTH
		Incurred	Actual	TARGETED	Actual	TARGETED	Actual	TARGETED
		Current	30-Nov-19		31-Oct-19		00-Jan-00	
PROPERTY	191,000	65,876	34.49%	100.00%	34.49%	100.00%	34.49%	100.00%
GEN LIABILITY	471,685	137,219	29.09%	97.06%	29.09%	97.02%	29.92%	95.40%
AUTO LIABILITY	75,666	68,243	90.19%	95.94%	90.19%	95.69%	90.19%	92.21%
WORKER'S COMP	1,241,000	802,675	64.68%	99.86%	64.68%	99.83%	71.32%	99.34%
TOTAL ALL LINES	1,979,351	1,074,014	54.26%	99.06%	54.26%	99.02%	58.62%	98.20%
NET PAYOUT %	\$1,059,378		53.52%					

FUND YEAR 2016 -- LOSSES CAPPED AT RETENTION

	Budget	Limited	47	MONTH	46	MONTH	35	MONTH
		Incurred	Actual	TARGETED	Actual	TARGETED	Actual	TARGETED
		Current	30-Nov-19		31-Oct-19		00-Jan-00	
PROPERTY	175,205	70,794	40.41%	100.00%	40.41%	100.00%	40.41%	100.00%
GEN LIABILITY	485,444	199,599	41.12%	95.40%	41.12%	95.07%	42.06%	89.48%
AUTO LIABILITY	63,974	7,856	12.28%	92.21%	12.28%	91.84%	12.28%	86.58%
WORKER'S COMP	1,288,669	1,014,891	78.75%	99.34%	73.51%	99.28%	72.82%	97.90%
TOTAL ALL LINES	2,013,291	1,293,140	64.23%	98.22%	60.87%	98.09%	60.66%	95.70%
NET PAYOUT %	\$989,209		49.13%					

FUND YEAR 2017 -- LOSSES CAPPED AT RETENTION

	Budget	Limited	35	MONTH	34	MONTH	23	MONTH
		Incurred	Actual	TARGETED	Actual	TARGETED	Actual	TARGETED
		Current	30-Nov-19		31-Oct-19		00-Jan-00	
PROPERTY	185,329	164,630	88.83%	100.00%	89.59%	100.00%	97.95%	99.33%
GEN LIABILITY	483,019	404,385	83.72%	89.48%	81.96%	88.77%	60.53%	78.18%
AUTO LIABILITY	53,346	87,957	164.88%	86.58%	164.88%	85.94%	81.63%	75.06%
WORKER'S COMP	1,332,335	1,098,221	82.43%	97.90%	81.92%	97.68%	62.96%	92.71%
TOTAL ALL LINES	2,054,029	1,755,194	85.45%	95.82%	84.78%	95.49%	66.03%	89.43%
NET PAYOUT %	\$1,076,790		52.42%					

FUND YEAR 2018 -- LOSSES CAPPED AT RETENTION

	Budget	Limited	23	MONTH	22	MONTH	11	MONTH
		Incurred	Actual	TARGETED	Actual	TARGETED	Actual	TARGETED
		Current	30-Nov-19		31-Oct-19		00-Jan-00	
PROPERTY	181,000	120,188	66.40%	99.33%	66.40%	98.69%	63.71%	86.00%
GEN LIABILITY	428,966	49,987	11.65%	78.18%	13.01%	76.91%	12.98%	49.00%
AUTO LIABILITY	47,555	14,269	30.10%	75.06%	30.01%	73.57%	25.22%	45.00%
WORKER'S COMP	1,313,000	1,458,988	111.12%	92.71%	111.89%	91.80%	54.11%	52.00%
TOTAL ALL LINES	1,970,521	1,643,432	83.40%	89.73%	84.21%	88.75%	45.34%	54.30%
NET PAYOUT %	\$878,039		44.56%					

FUND YEAR 2019 -- LOSSES CAPPED AT RETENTION

	Budget	Limited	11	MONTH	10	MONTH	-1	MONTH
		Incurred	Actual	TARGETED	Actual	TARGETED	Actual	TARGETED
		Current	30-Nov-19		31-Oct-19		00-Jan-00	
PROPERTY	189,999	187,218	98.54%	86.00%	88.11%	76.00%	N/A	N/A
GEN LIABILITY	413,752	50,335	12.17%	49.00%	12.48%	42.00%	N/A	N/A
AUTO LIABILITY	44,262	11,123	25.13%	45.00%	32.59%	40.00%	N/A	N/A
WORKER'S COMP	1,275,000	756,783	59.36%	52.00%	57.47%	42.00%	N/A	N/A
TOTAL ALL LINES	1,923,013	1,005,458	52.29%	54.55%	50.25%	45.31%	N/A	N/A
NET PAYOUT %	\$555,009		28.86%					

Professional Municipal Mgmt Joint Insurance Fund
CLAIMS MANAGEMENT REPORT
EXPECTED LOSS RATIO ANALYSIS

AS OF **December 31, 2019**

FUND YEAR 2015 -- LOSSES CAPPED AT RETENTION

	Budget	Limited	60	MONTH	59	MONTH	48	MONTH
		Incurrred	Actual	TARGETED	Actual	TARGETED	Actual	TARGETED
		Current	31-Dec-19		30-Nov-19		00-Jan-00	
PROPERTY	191,000	65,876	34.49%	100.00%	34.49%	100.00%	34.49%	100.00%
GEN LIABILITY	471,685	137,219	29.09%	97.10%	29.09%	97.06%	28.85%	95.70%
AUTO LIABILITY	75,666	68,243	90.19%	96.17%	90.19%	95.94%	90.19%	92.58%
WORKER'S COMP	1,241,000	802,675	64.68%	99.88%	64.68%	99.86%	71.32%	99.40%
TOTAL ALL LINES	1,979,351	1,074,014	54.26%	99.09%	54.26%	99.06%	58.37%	98.32%
NET PAYOUT %	\$1,059,378		53.52%					

FUND YEAR 2016 -- LOSSES CAPPED AT RETENTION

	Budget	Limited	48	MONTH	47	MONTH	36	MONTH
		Incurrred	Actual	TARGETED	Actual	TARGETED	Actual	TARGETED
		Current	31-Dec-19		30-Nov-19		00-Jan-00	
PROPERTY	175,205	70,794	40.41%	100.00%	40.41%	100.00%	40.41%	100.00%
GEN LIABILITY	485,444	199,599	41.12%	95.70%	41.12%	95.40%	33.34%	90.15%
AUTO LIABILITY	63,974	7,856	12.28%	92.58%	12.28%	92.21%	12.28%	87.18%
WORKER'S COMP	1,288,669	1,009,326	78.32%	99.40%	78.75%	99.34%	72.53%	98.10%
TOTAL ALL LINES	2,013,291	1,287,576	63.95%	98.35%	64.23%	98.22%	58.37%	96.00%
NET PAYOUT %	\$997,250		49.53%					

FUND YEAR 2017 -- LOSSES CAPPED AT RETENTION

	Budget	Limited	36	MONTH	35	MONTH	24	MONTH
		Incurrred	Actual	TARGETED	Actual	TARGETED	Actual	TARGETED
		Current	31-Dec-19		30-Nov-19		00-Jan-00	
PROPERTY	185,329	164,630	88.83%	100.00%	88.83%	100.00%	95.47%	100.00%
GEN LIABILITY	483,019	401,807	83.19%	90.15%	83.72%	89.48%	60.53%	79.39%
AUTO LIABILITY	53,346	108,957	204.25%	87.18%	164.88%	86.58%	81.63%	76.44%
WORKER'S COMP	1,332,335	1,068,332	80.18%	98.10%	82.43%	97.90%	62.03%	93.51%
TOTAL ALL LINES	2,054,029	1,743,727	84.89%	96.12%	85.45%	95.82%	65.20%	90.33%
NET PAYOUT %	\$1,085,997		52.87%					

FUND YEAR 2018 -- LOSSES CAPPED AT RETENTION

	Budget	Limited	24	MONTH	23	MONTH	12	MONTH
		Incurrred	Actual	TARGETED	Actual	TARGETED	Actual	TARGETED
		Current	31-Dec-19		30-Nov-19		00-Jan-00	
PROPERTY	181,000	120,188	66.40%	100.00%	66.40%	99.33%	76.24%	95.24%
GEN LIABILITY	428,966	49,987	11.65%	79.39%	11.65%	78.18%	13.40%	60.18%
AUTO LIABILITY	47,555	14,269	30.01%	76.44%	30.01%	75.06%	30.68%	51.17%
WORKER'S COMP	1,313,000	1,465,129	111.59%	93.51%	111.12%	92.71%	75.58%	64.07%
TOTAL ALL LINES	1,970,521	1,649,573	83.71%	90.62%	83.40%	89.73%	61.02%	65.78%
NET PAYOUT %	\$886,993		45.01%					

FUND YEAR 2019 -- LOSSES CAPPED AT RETENTION

	Budget	Limited	12	MONTH	11	MONTH	0	MONTH
		Incurrred	Actual	TARGETED	Actual	TARGETED	Actual	TARGETED
		Current	31-Dec-19		30-Nov-19		00-Jan-00	
PROPERTY	189,999	190,726	100.38%	95.24%	98.54%	86.00%	N/A	N/A
GEN LIABILITY	413,752	52,475	12.68%	60.18%	12.17%	49.00%	N/A	N/A
AUTO LIABILITY	44,262	10,523	23.77%	51.17%	25.13%	45.00%	N/A	N/A
WORKER'S COMP	1,275,000	910,370	71.40%	64.07%	59.36%	52.00%	N/A	N/A
TOTAL ALL LINES	1,923,013	1,164,094	60.53%	66.02%	52.29%	54.55%	N/A	N/A

**Professional Municipal Mgmt Joint Insurance Fund
CLAIM ACTIVITY REPORT**

November 30, 2019						
COVERAGE LINE - PROPERTY						
CLAIM COUNT - OPEN CLAIMS						
Year	2015	2016	2017	2018	2019	TOTAL
October-19	0	2	1	4	11	18
November-19	0	2	0	4	9	15
NET CHGE	0	0	-1	0	-2	-3
Limited Reserves						\$4,865
Year	2015	2016	2017	2018	2019	TOTAL
October-19	\$0	\$400	\$1,415	\$26,840	\$46,014	\$74,669
November-19	\$0	\$400	\$0	\$26,840	\$45,741	\$72,981
NET CHGE	\$0	\$0	(\$1,415)	\$0	(\$273)	(\$1,688)
Ltd Incurred	\$65,876	\$70,794	\$164,630	\$120,188	\$187,218	\$608,706
COVERAGE LINE - GENERAL LIABILITY						
CLAIM COUNT - OPEN CLAIMS						
Year	2015	2016	2017	2018	2019	TOTAL
October-19	0	2	5	10	26	43
November-19	0	2	5	8	22	37
NET CHGE	0	0	0	-2	-4	-6
Limited Reserves						\$11,366
Year	2015	2016	2017	2018	2019	TOTAL
October-19	\$0	\$49,097	\$300,187	\$32,446	\$49,521	\$431,251
November-19	\$0	\$49,029	\$298,713	\$24,571	\$48,221	\$420,535
NET CHGE	\$0	(\$68)	(\$1,474)	(\$7,874)	(\$1,300)	(\$10,716)
Ltd Incurred	\$137,219	\$199,599	\$404,385	\$49,987	\$50,335	\$841,526
COVERAGE LINE - AUTO LIABILITY						
CLAIM COUNT - OPEN CLAIMS						
Year	2015	2016	2017	2018	2019	TOTAL
October-19	0	0	3	2	5	10
November-19	0	0	3	2	3	8
NET CHGE	0	0	0	0	-2	-2
Limited Reserves						\$4,529
Year	2015	2016	2017	2018	2019	TOTAL
October-19	\$0	\$0	\$35,415	\$5,216	\$5,900	\$46,530
November-19	\$0	\$0	\$29,415	\$5,216	\$1,600	\$36,231
NET CHGE	\$0	\$0	(\$6,000)	\$0	(\$4,300)	(\$10,300)
Ltd Incurred	\$68,243	\$7,856	\$87,957	\$14,269	\$11,123	\$189,449
COVERAGE LINE - WORKERS COMP.						
CLAIM COUNT - OPEN CLAIMS						
Year	2015	2016	2017	2018	2019	TOTAL
October-19	1	8	10	28	39	86
November-19	1	8	11	27	43	90
NET CHGE	0	0	1	-1	4	4
Limited Reserves						\$18,701
Year	2015	2016	2017	2018	2019	TOTAL
October-19	\$14,635	\$191,122	\$377,815	\$791,223	\$357,444	\$1,732,240
November-19	\$14,635	\$254,502	\$350,277	\$708,766	\$354,887	\$1,683,067
NET CHGE	\$0	\$63,380	(\$27,538)	(\$82,457)	(\$2,557)	(\$49,172)
Ltd Incurred	\$802,675	\$1,014,891	\$1,098,221	\$1,458,988	\$756,783	\$5,131,557
TOTAL ALL LINES COMBINED						
CLAIM COUNT - OPEN CLAIMS						
Year	2015	2016	2017	2018	2019	TOTAL
October-19	1	12	19	44	81	157
November-19	1	12	19	41	77	150
NET CHGE	0	0	0	-3	-4	-7
Limited Reserves						\$14,752
Year	2015	2016	2017	2018	2019	TOTAL
October-19	\$14,635	\$240,619	\$714,831	\$855,724	\$458,880	\$2,284,690
November-19	\$14,635	\$303,931	\$678,404	\$765,393	\$450,449	\$2,212,814
NET CHGE	\$0	\$63,312	(\$36,427)	(\$90,331)	(\$8,431)	(\$71,876)
Ltd Incurred	\$1,074,014	\$1,293,140	\$1,755,194	\$1,643,432	\$1,005,458	\$6,771,238

**Professional Municipal Mgmt Joint Insurance Fund
CLAIM ACTIVITY REPORT**

December 31, 2019						
COVERAGE LINE - PROPERTY						
CLAIM COUNT - OPEN CLAIMS						
Year	2015	2016	2017	2018	2019	TOTAL
November-19	0	2	0	4	9	15
December-19	0	2	0	4	10	16
NET CHGE	0	0	0	0	1	1
Limited Reserves						\$4,909
Year	2015	2016	2017	2018	2019	TOTAL
November-19	\$0	\$400	\$0	\$26,840	\$45,741	\$72,981
December-19	\$0	\$400	\$0	\$26,840	\$51,299	\$78,539
NET CHGE	\$0	\$0	\$0	\$0	\$5,558	\$5,558
Ltd Incurred	\$65,876	\$70,794	\$164,630	\$120,188	\$190,726	\$612,214
COVERAGE LINE - GENERAL LIABILITY						
CLAIM COUNT - OPEN CLAIMS						
Year	2015	2016	2017	2018	2019	TOTAL
November-19	0	2	5	8	22	37
December-19	0	1	4	8	23	36
NET CHGE	0	-1	-1	0	1	-1
Limited Reserves						\$11,487
Year	2015	2016	2017	2018	2019	TOTAL
November-19	\$0	\$49,029	\$298,713	\$24,571	\$48,221	\$420,535
December-19	\$0	\$42,814	\$296,135	\$24,571	\$50,002	\$413,523
NET CHGE	\$0	(\$6,215)	(\$2,578)	\$0	\$1,781	(\$7,012)
Ltd Incurred	\$137,219	\$199,599	\$401,807	\$49,987	\$52,475	\$841,088
COVERAGE LINE - AUTO LIABILITY						
CLAIM COUNT - OPEN CLAIMS						
Year	2015	2016	2017	2018	2019	TOTAL
November-19	0	0	3	2	3	8
December-19	0	0	2	2	1	5
NET CHGE	0	0	-1	0	-2	-3
Limited Reserves						\$10,467
Year	2015	2016	2017	2018	2019	TOTAL
November-19	\$0	\$0	\$29,415	\$5,216	\$1,600	\$36,231
December-19	\$0	\$0	\$46,620	\$5,216	\$500	\$52,335
NET CHGE	\$0	\$0	\$17,205	\$0	(\$1,100)	\$16,105
Ltd Incurred	\$68,243	\$7,856	\$108,957	\$14,269	\$10,523	\$209,849
COVERAGE LINE - WORKERS COMP.						
CLAIM COUNT - OPEN CLAIMS						
Year	2015	2016	2017	2018	2019	TOTAL
November-19	1	8	11	27	43	90
December-19	1	7	10	22	39	79
NET CHGE	0	-1	-1	-5	-4	-11
Limited Reserves						\$22,384
Year	2015	2016	2017	2018	2019	TOTAL
November-19	\$14,635	\$254,502	\$350,277	\$708,766	\$354,887	\$1,683,067
December-19	\$14,635	\$247,111	\$314,976	\$705,952	\$485,628	\$1,768,303
NET CHGE	\$0	(\$7,391)	(\$35,301)	(\$2,814)	\$130,741	\$85,235
Ltd Incurred	\$802,675	\$1,009,326	\$1,068,332	\$1,465,129	\$910,370	\$5,255,832
TOTAL ALL LINES COMBINED						
CLAIM COUNT - OPEN CLAIMS						
Year	2015	2016	2017	2018	2019	TOTAL
November-19	1	12	19	41	77	150
December-19	1	10	16	36	73	136
NET CHGE	0	-2	-3	-5	-4	-14
Limited Reserves						\$17,005
Year	2015	2016	2017	2018	2019	TOTAL
November-19	\$14,635	\$303,931	\$678,404	\$765,393	\$450,449	\$2,212,814
December-19	\$14,635	\$290,325	\$657,730	\$762,580	\$587,429	\$2,312,700
NET CHGE	\$0	(\$13,606)	(\$20,674)	(\$2,814)	\$136,980	\$99,886
Ltd Incurred	\$1,074,014	\$1,287,576	\$1,743,727	\$1,649,573	\$1,164,094	\$6,918,983

2019 LOST TIME ACCIDENT FREQUENCY ALL JIFs EXCLUDING SIR MEMBERS				
			November 30, 2019	
FUND	2019 LOST TIME FREQUENCY	2018 LOST TIME FREQUENCY	2017 LOST TIME FREQUENCY	TOTAL RATE * 2019 - 2017
Burlington County Municipal JIF	0.96	1.69	1.19	1.29
Suburban Essex	1.40	2.09	1.92	1.81
NJ Utility Authorities	1.64	2.17	1.84	1.89
Central New Jersey	1.16	1.46	1.63	1.41
Gloucester, Salem, Cumberland Counties Municipal JIF	1.32	1.91	2.05	1.77
NJ Public Housing Authority	1.37	2.06	1.97	1.81
Camden County	1.83	3.74	2.61	2.73
Bergen County	1.28	1.43	1.47	1.40
Suburban Municipal	1.53	1.69	1.22	1.47
Morris County	1.32	1.64	1.28	1.41
Ocean County	1.45	2.20	2.10	1.92
South Bergen County	1.30	2.20	1.87	1.80
Professional Municipal Management	1.48	2.37	2.04	1.98
Atlantic County Municipal JIF	2.04	2.24	1.93	2.07
Monmouth County	1.39	1.20	1.51	1.37
AVERAGE	1.43	2.00	1.77	1.74

Professional Municipal Management JOINT INSURANCE FUND									
2019 LOST TIME ACCIDENT FREQUENCY EXCLUDING SIR MEMBERS									
DATA VALUED AS OF November 30, 2019									
MEMBER_ID	MEMBER	**	# CLAIMS FOR	Y.T.D. LOST TIME ACCIDENTS	2019 LOST TIME FREQUENCY	2018 LOST TIME FREQUENCY	2017 LOST TIME FREQUENCY	MEMBER	TOTAL RATE 2019 - 2017
1	305 Evesham Township Fire Dist	*	0	0	0.00	1.02	0.00	1 Evesham Township Fire	0.35
2	307 Moorestown		0	1	0.76	2.14	0.71	2 Moorestown	1.21
3	306 Maple Shade		0	1	0.94	0.86	4.20	3 Maple Shade	2.05
4	308 Willingboro		0	6	1.93	3.93	2.74	4 Willingboro	2.91
5	304 Evesham		1	5	2.05	1.55	1.59	5 Evesham	1.72
Totals:			1	13	1.48	2.37	2.04		1.98

2019 LOST TIME ACCIDENT FREQUENCY ALL JIFs EXCLUDING SIR MEMBERS

December 31, 2019				
FUND	2019 LOST TIME FREQUENCY	2018 LOST TIME FREQUENCY	2017 LOST TIME FREQUENCY	TOTAL RATE * 2019 - 2017
Burlington County Municipal JIF	0.92	1.69	1.19	1.27
Central New Jersey	1.08	1.46	1.63	1.38
Bergen County	1.23	1.43	1.47	1.38
Monmouth County	1.24	1.16	1.51	1.30
South Bergen County	1.27	2.20	1.87	1.78
Morris County	1.28	1.64	1.28	1.40
Gloucester, Salem, Cumberland Counties Municipal	1.29	1.91	2.05	1.75
NJ Public Housing Authority	1.37	2.06	1.97	1.79
Suburban Municipal	1.40	1.69	1.22	1.43
Ocean County	1.53	2.21	2.10	1.94
Suburban Essex	1.54	2.09	1.92	1.84
NJ Utility Authorities	1.65	2.17	1.84	1.88
Professional Municipal Management	1.67	2.48	2.04	2.06
Camden County	1.87	3.71	2.61	2.71
Atlantic County Municipal JIF	1.97	2.24	1.94	2.06
AVERAGE	1.42	2.01	1.78	1.73

**Professional Municipal Management JOINT INSURANCE FUND
2019 LOST TIME ACCIDENT FREQUENCY EXCLUDING SIR MEMBERS**

DATA VALUED AS OF December 31, 2019									
MEMBER_ID	MEMBER	**	# CLAIMS FOR	Y.T.O. LOST TIME	2019 LOST TIME FREQUENCY	2018 LOST TIME FREQUENCY	2017 LOST TIME FREQUENCY	MEMBER	TOTAL RATE 2019 - 2017
1	305 Evesham Township Fire Dist	*	0	0	0.00	1.02	0.00	1 Evesham Township Fire	0.34
2	307 Moorestown		0	1	0.69	2.14	0.71	2 Moorestown	1.17
3	306 Maple Shade		0	1	0.86	0.86	4.20	3 Maple Shade	1.99
4	304 Evesham		0	6	2.25	1.55	1.59	4 Evesham	1.80
5	308 Willingboro		1	8	2.36	4.21	2.74	5 Willingboro	3.11
Totals:			1	16	1.67	2.48	2.04		2.06

Professional Municipal Management Joint Insurance Fund
Annual Regulatory Filing Check List
Year 2019 as of December 31, 2019

<u>Item</u>	<u>Filing Status</u>
<input type="checkbox"/> 2019 Budget	Filed
<input type="checkbox"/> Assessments	Filed
<input type="checkbox"/> Actuarial Certification	Filed
<input type="checkbox"/> Reinsurance Policies	Filed
<input type="checkbox"/> Fund Commissioners	Filed
<input type="checkbox"/> Fund Officers	Filed
<input type="checkbox"/> Renewal Resolutions	None
<input type="checkbox"/> New Members	None
<input type="checkbox"/> Withdrawals	None
<input type="checkbox"/> Risk Management Plan	Filed
<input type="checkbox"/> Certification of Professional Fees	Filed
<input type="checkbox"/> Unaudited Financials	Filed
<input type="checkbox"/> Annual Audit	Filed
<input type="checkbox"/> State Comptroller Audit Filing	Filed
<input type="checkbox"/> Ethics Filing	On Line Filing

MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND						
EMPLOYMENT PRACTICES COMPLIANCE STATUS - Professional Municipal Mgmt Joint Insurance Fund						
Data Valued As of : January 13, 2020						
Total Participating Members		5		5		
Complaint				5		
Percent Compliant				100.00%		
				01/01/20	2020	
	EPL Program ?	Checklist Submitted	Compliant	EPL Deductible	POL Deductible	Co-Insurance 01/01/20
Member Name	*					
EVESHAM	Yes	Yes	Yes	\$ 20,000	\$ 20,000	20% of 1st 250K
EVESHAM TOWNSHIP FIRE DISTRICT	Yes	Yes	Yes	\$ 20,000	\$ 20,000	20% of 1st 250K
MAPLE SHADE	Yes	Yes	Yes	\$ 10,000	\$ 10,000	0%
MOORESTOWN	Yes	Yes	Yes	\$ 20,000	\$ 20,000	20% of 1st 250K
WILLINGBORO	Yes	Yes	Yes	\$ 20,000	\$ 20,000	20% of 1st 250K

RESOLUTION NO. 19-24

**PROFESSIONAL MUNICIPAL MANAGEMENT JOINT INSURANCE FUND
DECEMBER 2019 BILLS LIST**

WHEREAS, the Treasurer has certified that funding is available to pay the following bills:

BE IT RESOLVED that the Professional Municipal Management Joint Insurance Fund's Executive Board, hereby authorizes the Fund treasurer to issue warrants in payment of the following claims; and

FURTHER, that this authorization shall be made a permanent part of the records of the Fund.

<u>FUND YEAR 2019</u>			
<u>CheckNumber</u>	<u>VendorName</u>	<u>Comment</u>	<u>InvoiceAmount</u>
001455			
001455	MUNICIPAL EXCESS LIABILITY JIF	FPB - 4TH QTR 2019	929.00
			929.00
001456			
001456	MUNICIPAL EXCESS LIABILITY JIF	PROPERTY - 4TH QTR 2019	68,765.00
001456	MUNICIPAL EXCESS LIABILITY JIF	MEL - 4TH QTR 2019	153,324.25
			222,089.25
001457			
001457	QUAL-LYNX	CLAIM ADJUSTING SERVICES 12/19	11,315.92
			11,315.92
001458			
001458	J.A. MONTGOMERY RISK CONTROL	LOSS CONTROL SERVICES 12/19	1,930.00
			1,930.00
001459			
001459	PERMA	EXECUTIVE DIRECTOR FEE 12/19	11,080.33
			11,080.33
001460			
001460	THE ACTUARIAL ADVANTAGE	ACTUARY FEE 12/19	3,274.33
			3,274.33
001461			
001461	QUALCARE, INC.	WORKERS COMP ACCESS/UM 11/19	7,067.92
			7,067.92
001462			
001462	THOMAS TONTARSKI	TREASURER FEE 12/19	1,488.41
			1,488.41
001463			
001463	HELMER, CONLEY & KASSELMAN, PA	LITIGATION FEE 12/19	1,466.75
001463	HELMER, CONLEY & KASSELMAN, PA	ATTORNEY FEE 12/19	1,721.92
			3,188.67
001464			
001464	MUNICIPAL EXCESS LIABILITY JIF	MSI - 4TH QTR 2019	4,346.75
			4,346.75
001465			
001465	ALLSTATE INFORMATION MANAGEMNT	ACCT#413 - ARC & STOR - 10.31.19	48.80
			48.80
001466			
001466	CONNER STRONG & BUCKELEW	UNDERWRITING FEE 12/19	498.00
			498.00
		Total Payments FY 2019	267,257.38

TOTAL PAYMENTS ALL FUND YEARS \$267,257.38

Chairperson

Attest:

_____ **Dated:** _____

I hereby certify the availability of sufficient unencumbered funds in the proper accounts to fully pay the above claims.

Treasurer

RESOLUTION NO. 19-25

**PROFESSIONAL MUNICIPAL MANAGEMENT JOINT INSURANCE FUND
DIVIDEND BILLS LIST**

WHEREAS, the Treasurer has certified that funding is available to pay the following bills:

BE IT RESOLVED that the Professional Municipal Management Joint Insurance Fund’s Executive Board, hereby authorizes the Fund treasurer to issue warrants in payment of the following claims; and

FURTHER, that this authorization shall be made a permanent part of the records of the Fund.

<u>FUND YEAR CLOSED</u>			
<u>CheckNumber</u>	<u>VendorName</u>	<u>Comment</u>	<u>InvoiceAmount</u>
001447-001450		VOID	
001451			
001451	SAYREVILLE BOROUGH	DIVIDEND 2019	104.70
			104.70
001452			
001452	EVESHAM TOWNSHIP	DIVIDEND 2019	25,515.00
			25,515.00
001453			
001453	MAPLE SHADE TOWNSHIP	DIVIDEND 2019	12,667.00
			12,667.00
001454			
001454	MOORESTOWN TOWNSHIP	DIVIDEND 2019	21,861.00
			21,861.00
		Total Payments FY Closed	60,147.70
		TOTAL PAYMENTS ALL FUND YEARS	\$60,147.70

Chairperson

Attest:

Dated:

I hereby certify the availability of sufficient unencumbered funds in the proper accounts to fully pay the above claims.

Treasurer

RESOLUTION NO. 20-9

**PROFESSIONAL MUNICIPAL MANAGEMENT JOINT INSURANCE FUND
JANUARY 2020 BILLS LIST**

WHEREAS, the Treasurer has certified that funding is available to pay the following bills:

BE IT RESOLVED that the Professional Municipal Management Joint Insurance Fund's Executive Board, hereby authorizes the Fund treasurer to issue warrants in payment of the following claims; and

FURTHER, that this authorization shall be made a permanent part of the records of the Fund.

FUND YEAR 2019

<u>CheckNumber</u>	<u>VendorName</u>	<u>Comment</u>	<u>InvoiceAmount</u>
001467			
001467	ALLSTATE INFORMATION MANAGEMNT	ACCT#413 - ARC & STOR - 11.30.19	48.80
			48.80
001468			
001468	BURLINGTON COUNTY TIMES	2020 ADOPTED BUDGET - 12.18.19	50.36
			50.36
		Total Payments FY 2019	99.16

FUND YEAR 2020

<u>CheckNumber</u>	<u>VendorName</u>	<u>Comment</u>	<u>InvoiceAmount</u>
001469			
001469	MUNICIPAL EXCESS LIABILITY JIF	FPB - 1ST QTR 2020	938.25
			938.25
001470			
001470	MUNICIPAL EXCESS LIABILITY JIF	PROPERTY - 1ST QTR 2020	73,787.00
001470	MUNICIPAL EXCESS LIABILITY JIF	MEL - 1ST QTR 2020	153,329.00
			227,116.00
001471			
001471	N.J. MUNICIPAL ENVIRONMENTAL	EJIF - 1ST INSTALL 2020	56,679.00
			56,679.00
001472			
001472	QUAL-LYNX	CLAIM ADJUSTING FEE 1/20	11,542.24
			11,542.24
001473			
001473	J.A. MONTGOMERY RISK CONTROL	SAFETY DIRECTOR 1/20	1,968.58
			1,968.58
001474			
001474	PERMA	POSTAGE	0.50
001474	PERMA	EXEC DIRECTOR 1/20	11,302.00
			11,302.50
001475			
001475	THE ACTUARIAL ADVANTAGE	ACTUARY FEE 1/20	3,339.83
			3,339.83
001476			
001476	QUALCARE, INC.	WORKERS COMP/UM 1/20	7,209.28
			7,209.28

001477			
001477	THOMAS TONTARSKI	TREASURER FEE 1/20	1,518.17
			1,518.17
001478			
001478	BACIO CATERING AND MARKETPLACE	MEETING 1/20	140.00
			140.00
001479			
001479	HELMER, CONLEY & KASSELMAN, PA	LITIGATION 1/20	1,496.08
001479	HELMER, CONLEY & KASSELMAN, PA	ATTORNEY FEE 1/20	1,756.33
			3,252.41
001480			
001480	MUNICIPAL EXCESS LIABILITY JIF	MSI - 1ST QTR 2020	4,786.25
			4,786.25
001481			
001481	CONNER STRONG & BUCKELEW	UNDERWRITING FEE 1/20	508.00
			508.00
		Total Payments FY 2020	330,300.51

TOTAL PAYMENTS ALL FUND YEARS \$330,399.67

Chairperson

Attest: _____

Dated: _____

I hereby certify the availability of sufficient unencumbered funds in the proper accounts to fully pay the above claims.

Treasurer

January 18, 2019

To the Members of the
Executive Board of the
Professional Municipal Management
Joint Insurance Fund

I have enclosed for your review and, in some cases consideration, documents of presentation relating to claims, transfers, and the financial condition of the Fund.

The statements included in this report are prepared on a “modified cash basis” and relate to financial activity through the two month period ending December 31, 2019 for Closed Fund Years 1987 to 2014, and Fund Years 2015, 2016, 2017, 2018 and 2019. The reports, where required, are presented in a manner prescribed or permitted by the Department of Insurance and the Division of Local Government Services of the Department of Community Affairs.

All statements contained in this report are subject to adjustment by annual audit.

A summary of the contents of these statements is presented below.

INVESTMENT INTEREST:

Interest received or accrued for the period totaled \$20,608.55. This generated an average annual yield of 1.85%. However, we have an unrealized net loss of \$493.70 adjusting the reported yield to 1.81% for the period. The total overview of the asset portfolio for the fund shows an overall unrealized gain of \$3,735.96 as it relates to the market value of \$4,663,857.04 vs. the amount we have invested. If we include accrued interest the market value is adjusted to \$4,685,917.03.

Our asset portfolio with Wilmington Trust has 4 obligations less than one year and 2 obligations greater than one year.

RECEIPT ACTIVITY FOR THE PERIOD:

Subrogation Receipts \$ 0.00 /YTD \$ 61,560.50
Salvage Receipts \$ 3,115.00
Overpayment Reimbursements \$ 0.00
E-JIF Dividend \$ 83,264.00

CLAIM ACTIVITY FOR THE PERIOD:

The enclosed report shows 389 claim payments issued during the period for claims paid by the fund and claims payable by the Fund at period end in the amount of \$ 227,564.35.

CASH ACTIVITY FOR THE PERIOD:

The enclosed report shows that during the reporting period the Fund's "Cash Position" changed from an opening balance of \$ 6,915,687.82 to a closing balance of \$ 6,426,731.10 showing a decrease in the fund of \$ 488,956.72.

BILL LIST FOR THE PERIOD:

Vouchers to be submitted for your consideration at the scheduled meeting show on the accompanying bill list.

The information contained in this summary of the document provided in this report. Other detailed information is contained in the attached documents or a more specific explanation on any question can be obtained by contacting me at 609-744-3597.

Respectfully Submitted,

Thomas J. Tontarski
Treasurer

**PROFESSIONAL MUNICIPAL MANAGEMENT JIF
SUBROGATION REPORT 2019**

DATE REC'D	CREDITED TO:	FILE NUMBER	CLAIMANT NAME	COV. TYPE	FUND YEAR	AMOUNT RECEIVED	RECEIVED Y.T.D.
TOTAL- JAN. YTD 2019						0.00	0.00
2/1	WILLINGBORO TWP.	1223412	BRIAN WINKLER	WC	2015	4,286.52	
2/12	EVESHAM TWP.	2019149394	EVESHAM TWP.	PR	2018	3,296.95	
TOTAL- FEB. YTD 2019						7,583.47	7,583.47
TOTAL- MAR. YTD 2019						0.00	7,583.47
4/1	EVESHAM TWP.	2019147302	EVESHAM TWP.	PR	2018	955.27	
4/4	MAPLE SHADE TWP.	2019162519	MAPLE SHADE TWP.	PR	2018	9,331.00	
TOTAL- APR. YTD 2019						10,286.27	17,869.74
5/1	MAPLE SHADE TWP.	2019162525	MAPLE SHADE TWP.	PR	2018	659.53	
5/15	EVESHAM TWP.	2019166069	EVESHAM TWP.	PR	2019	5,000.00	
5/21	WILLINGBORO TWP.	2018131615	WILLINGBORO TWP.	PR	2018	2,891.05	
TOTAL- MAY YTD 2019						8,550.58	26,420.32
6/3	MAPLE SHADE TWP.	2019163913	MAPLE SHADE TWP.	PR	2019	925.00	
6/3	EVESHAM TWP.	2019170512	EVESHAM TWP.	PR	2019	1,731.52	
6/21	MAPLE SHADE TWP.	2019168386	MAPLE SHADE TWP.	PR	2019	3,123.00	
6/25	MOORESTOWN TWP	2017104706	ANTHONY PICCIONI	WC	2017	605.60	
TOTAL- JUN. YTD 2019						6,385.12	32,805.44
7/16	EVESHAM TOWNSHIP	1255655	JOSEPH TAVELLA	WC	2016	152.00	
TOTAL- JUL YTD 2019						152.00	32,957.44
TOTAL- AUG YTD 2019						0.00	32,957.44
9/19	MAPLE SHADE TWP.	2020177848	MAPLE SHADE TWP.	PR	2019	2,300.00	
9/25	EVESHAM TOWNSHIP	2017104997	MATTHEW ADDEZIO	WC	2017	451.69	
TOTAL- SEP YTD 2019						2,751.69	35,709.13
10/1	EVESHAM TOWNSHIP	1255655	JOSEPH TAVELLA	WC	2016	28.00	
10/4	EVESHAM TOWNSHIP	2020177973	EVESHAM TOWNSHIP	PR	2019	5,250.00	
10/4	MAPLE SHADE TWP.	2018121483	MAPLE SHADE TWP.	PR	2017	3,890.00	
10/8	EVESHAM TOWNSHIP	1218512	MICHAEL MANCINI	WC	2015	14,430.02	
10/10	EVESHAM TWP.	2020185523	EVESHAM TWP.	PR	2019	2,253.35	
TOTAL- OCT YTD 2019						25,851.37	61,560.50
TOTAL- NOV YTD 2019						0.00	61,560.50
TOTAL- DEC YTD 2019						0.00	61,560.50

**PROFESSIONAL MUNICIPAL MANAGEMENT JOINT INSURANCE FUND
SUMMARY OF CASH TRANSACTIONS - ALL FUND YEARS COMBINED**

Current Fund Year: 2019 Month Ending: November		Prop	Liab	Auto	WC	0	POL/EPL	EJIF	Future	Admin	TOTAL
OPEN BALANCE		423,274.75	1,940,147.81	145,080.77	3,265,768.37	0.00	855.18	401.47	233,646.64	906,512.83	6,915,687.82
RECEIPTS											
Assessments		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Refunds		765.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	765.00
Invest Pymnts		(24.29)	(111.32)	(8.33)	(187.38)	0.00	(0.05)	(0.03)	(13.40)	(52.03)	(396.83)
Invest Adj		152.42	698.61	52.24	1,175.95	0.00	0.30	0.14	84.13	326.42	2,490.21
Subtotal Invest		128.13	587.29	43.91	988.57	0.00	0.25	0.11	70.73	274.39	2,093.38
Other *		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL		893.13	587.29	43.91	988.57	0.00	0.25	0.11	70.73	274.39	2,858.38
EXPENSES											
Claims Transfers		20,851.67	12,112.63	6,999.62	137,391.87	0.00	0.00	0.00	0.00	0.00	177,355.79
Expenses		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40,036.24	40,036.24
Other *		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL		20,851.67	12,112.63	6,999.62	137,391.87	0.00	0.00	0.00	0.00	40,036.24	217,392.03
END BALANCE		403,316.21	1,928,622.47	138,125.06	3,129,365.07	0.00	855.43	401.58	233,717.37	866,750.98	6,701,154.17
Report Month:		November									
		Balance Differences									
Opening Balances:		Opening Balances are equal				\$0.00					
Imprest Transfers:		Imprest Totals are equal				\$0.00					
Investment Balances:		Investment Payment Balances are equal				\$0.00					
		Investment Adjustment Balances are equal				\$0.00					
Ending Balances:		Ending Balances are equal				\$0.00					
Accural Balances:		Accural Balances are equal				\$0.00					

SUMMARY OF CASH AND INVESTMENT INSTRUMENTS						
PROFESSIONAL MUNICIPAL MANAGEMENT JOINT INSURANCE FUND						
ALL FUND YEARS COMBINED						
CURRENT MONTH	November					
CURRENT FUND YEAR	2019					
Description:	Instrument #1	Instr #2	Instr #3	Instr #4		
ID Number:	ASSET MGR	OPERATING ACCT	CLAIMS ACC	ADMIN. EXPEN		
Maturity (Yrs)	0	0	0	0	0	
Purchase Yield:	0	0	0	0	0	
TOTAL for All						
Accts & instruments						
Opening Cash & Investment Balance	\$6,915,688.15	4649511.63	2165176.52	100000	1000	
Opening Interest Accrual Balance	\$21,614.76	21614.76	0	0	0	
1 Interest Accrued and/or Interest Cost	\$6,254.51	\$6,254.51	\$0.00	\$0.00	\$0.00	
2 Interest Accrued - discounted Instr.s	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
3 (Amortization and/or Interest Cost)	\$2,490.23	\$2,490.23	\$0.00	\$0.00	\$0.00	
4 Accretion	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
5 Interest Paid - Cash Instr.s	\$2,751.41	\$2.30	\$2,749.11	\$0.00	\$0.00	
6 Interest Paid - Term Instr.s	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
7 Unrealized Gain (Loss)	(\$3,148.23)	(\$3,148.23)	\$0.00	\$0.00	\$0.00	
8 Net Investment Income	\$8,347.92	\$5,598.81	\$2,749.11	\$0.00	\$0.00	
9 Deposits - Purchases	\$218,157.03	\$0.00	\$765.00	\$177,355.79	\$40,036.24	
10 (Withdrawals - Sales)	(\$434,784.06)	\$0.00	(\$217,392.03)	(\$177,355.79)	(\$40,036.24)	
Ending Cash & Investment Balance	\$6,701,154.53	\$4,648,855.93	\$1,951,298.60	\$100,000.00	\$1,000.00	
Ending Interest Accrual Balance	\$27,869.27	\$27,869.27	\$0.00	\$0.00	\$0.00	
Plus Outstanding Checks	\$70,965.69	\$0.00	\$0.00	\$58,444.37	\$12,521.32	
(Less Deposits in Transit)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Balance per Bank	\$6,772,120.22	\$4,648,855.93	\$1,951,298.60	\$158,444.37	\$13,521.32	

**CERTIFICATION AND RECONCILIATION OF CLAIMS PAYMENTS AND RECOVERIES
PROFESSIONAL MUNICIPAL MANAGEMENT JOINT INSURANCE FUND**

Month		November								
Current Fund Year		2019								
		1.	2.	3.	4.	5.	6.	7.	8.	
Policy		Calc. Net	Monthly	Monthly	Calc. Net	TPA Net	Variance	Delinquent	Change	
Year	Coverage	Paid Thru	Net Paid	Recoveries	Paid Thru	Paid Thru	To Be	Unreconciled	This	
		Last Month	November	November	November	November	Reconciled	Variance From	Month	
2019	Prop	121,390.03	20,851.67	765.00	141,476.70	141,476.70	0.00	0.00	0.00	
	Liab	2,102.50	11.25	0.00	2,113.75	2,113.75	0.00	0.00	0.00	
	Auto	8,522.81	1,000.00	0.00	9,522.81	9,522.81	0.00	0.00	0.00	
	WC	375,351.25	26,544.31	0.00	401,895.56	401,895.56	0.00	0.00	0.00	
	Total	507,366.59	48,407.23	765.00	555,008.82	555,008.82	0.00	0.00	0.00	
2018	Prop	93,347.84	0.00	0.00	93,347.84	93,347.84	0.00	0.00	0.00	
	Liab	23,356.09	2,059.45	0.00	25,415.54	25,415.54	(0.00)	(0.00)	0.00	
	Auto	9,053.33	0.00	0.00	9,053.33	9,053.33	0.00	0.00	0.00	
	WC	677,908.81	72,312.98	0.00	750,221.79	750,221.79	(0.00)	(0.00)	0.00	
	Total	803,666.07	74,372.43	0.00	878,038.50	878,038.50	(0.00)	(0.00)	0.00	
2017	Prop	164,630.35	0.00	0.00	164,630.35	164,630.35	0.00	0.00	0.00	
	Liab	95,698.68	9,973.95	0.00	105,672.63	105,672.63	0.00	0.00	(0.00)	
	Auto	52,542.74	5,999.62	0.00	58,542.36	58,542.36	0.00	0.00	0.00	
	WC	713,629.52	34,314.65	0.00	747,944.17	747,944.17	0.00	0.00	0.00	
	Total	1,026,501.29	50,288.22	0.00	1,076,789.51	1,076,789.51	0.00	0.00	(0.00)	
2016	Prop	70,393.99	0.00	0.00	70,393.99	70,393.99	0.00	0.00	0.00	
	Liab	150,502.22	67.98	0.00	150,570.20	150,570.20	0.00	0.00	0.00	
	Auto	7,856.09	0.00	0.00	7,856.09	7,856.09	0.00	0.00	0.00	
	WC	756,168.66	4,219.93	0.00	760,388.59	760,388.59	0.00	0.00	0.00	
	Total	984,920.96	4,287.91	0.00	989,208.87	989,208.87	0.00	0.00	0.00	
2015	Prop	65,875.88	0.00	0.00	65,875.88	65,875.88	0.00	0.00	0.00	
	Liab	137,219.26	0.00	0.00	137,219.26	137,219.26	0.00	0.00	0.00	
	Auto	68,243.47	0.00	0.00	68,243.47	68,243.47	0.00	0.00	0.00	
	WC	788,039.62	0.00	0.00	788,039.62	788,039.62	0.00	0.00	0.00	
	Total	1,059,378.23	0.00	0.00	1,059,378.23	1,059,378.23	0.00	0.00	0.00	
Closed	Prop	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Liab	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Auto	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	WC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL		4,381,833.14	177,355.79	765.00	4,558,423.93	4,558,423.93	0.00	0.00	0.00	

Professional Municipal Mgmt JIF Certificate of Insurance Monthly Report

From 10/22/2019 To 11/22/2019

Holder (H)/ Insured Name (I)	Holder / Insured Address	Description of Operations	Issue Date/ Cert ID	Coverage
H - Burlington County I - Township of Maple Shade	49 Rancocas Road PO Box 6000 08060, NJ 08060	Evidence of Insurance as respect for Shared Services for certain work and repairs between the County and the Township of Maple Shade.	10/24/2019 #2296505	GL AU EX WC
H - Whittendale Excavating I - Township of Moorestown	Corporation 1490 Glen Avenue Moorestown, NJ 08057	Whittendale Excavating Corporation and Glen Ave Associates LLC are an Additional Insured on the above referenced Commercial General Liability and Excess Liability Policies if required by written contract.	11/14/2019 #2331009	GL AU EX WC
Total # of Holders: 2				

**PROFESSIONAL MUNICIPAL MANAGEMENT JOINT INSURANCE FUND
 SAFETY DIRECTOR’S REPORT**

TO: Municipal Fund Commissioners
FROM: J. A. Montgomery Risk Control, JIF Safety Director
DATE: January 10, 2020

JIF SERVICE TEAM

Keith Hummel Associate Public Sector Director khummel@jamontgomery.com Office: 856-552-6862 Fax: 856-552-6863	Glenn Prince Associate Public Sector Director gprince@jamontgomery.com Office: 856-552-4744 Cell: 609-238-3949
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NOVEMBER AND DECEMBER ACTIVITIES

LOSS CONTROL SERVICES

November

- Township of Maple Shade Police Dept. – Conducted a Loss Control Survey on November 26

December

- There were no surveys conducted during the month of December

MEETINGS ATTENDED

- Fund Commissioners Meeting – November 25

UPCOMING EVENTS

- Fund Commissioners Meeting – January 27

SAFETY DIRECTOR’S BULLETINS & SAFETY ANNOUNCEMENTS

November

- November 1 - NEW Message from the Safety Director – Blackhawk Gun Holster Recall
- November 6 - New Bulletin – Minimum Age for Fire & EMS Drivers
- November 7 - NEW Bulletin – Best Practices for Youth Coaches
- November 19 - NEW Bulletin on NJ Domestic Violence Act for Public Employers

December

- December 3 - Bulletin – Best Practices for Managing Snow Emergencies
- December 16 - Did You Know? – MSI Training Schedule – PMM JIF, January, 2020
- December 17 - UPDATED Bulletin – Domestic Violence for Public Employers Act
- December 19 - NEW Bulletin – First Amendment Audit Best Practices

MEL MEDIA LIBRARY

The new MEL Media Library (856-552-4900) is available for borrowing 770+ safety videos in 47 different categories. To view the full media catalog and rent videos, please visit www.njmel.org or email the video library at melvideolibrary@jamontgomery.com.

The following members used the MEL Media Library during November and December. **Please note the new e-mail address: melvideolibrary@jamontgomery.com and telephone number: 856-552-4900.**

Municipality

Number of Videos

No videos were viewed during the months of November and December

MEL SAFETY INSTITUTE (MSI)

NOTE: We need to keep our list of MSI Training Administrators up-to-date. If there are any changes, deletions, or you need to appoint a new Training Administrator, please advise (afelip@jamontgomery.com).

Listed below are upcoming MSI training programs scheduled for **November and December of 2019. Enrollment is required for all MSI classes.** MSI classes are subject to cancellation or rescheduling at any time. **Members are reminded to log on to the www.njmel.org website, then click on the MSI logo to access the Learning Management System where you can enroll your employees and verify classes. Enrolling your staff ensures you will be notified of any schedule changes.**

If you need assistance using the MSI Learning Management System, please call the MSI helpline at 866-661-5120.

DATE	LOCATION	TOPIC	TIME
1/6/20	Borough of Lindenwold #1	BBP	7:30 - 8:30 am
1/6/20	Borough of Lindenwold #1	Fire Extinguisher	10:00 - 11:00 am
1/6/20	Borough of Lindenwold #1	Fire Safety	8:45 - 9:45 am
1/6/20	Borough of Lindenwold #1	Hearing Conservation	11:15 - 12:15 pm
1/8/20	Pennsauken SA #3	BBP	10:45 - 11:45 am
1/8/20	Pennsauken SA #3	CDL-Drivers Safety Regulations	8:30 - 10:30 am
1/9/20	City of Burlington #2	Seasonal (Autumn/Winter) PW Operations	8:30 - 11:30 am
1/13/20	Borough of Lindenwold #1	HazMat Awareness w/HazCom GHS	7:30 - 10:30 am
1/14/20	Deptford Township MUA	Ladder Safety/Walking Surfaces	7:30 - 9:30 am
1/15/20	Pennsauken SA #3	Back Safety/Material Handling	8:30 - 9:30 am

DATE	LOCATION	TOPIC	TIME
1/15/20	Pennsauken SA #3	Fire Extinguisher	11:00 - 12:00 pm
1/15/20	Pennsauken SA #3	Fire Safety	9:45 - 10:45 am
1/16/20	Township of Medford #2	LOTO	8:00 - 10:00 am
1/16/20	Township of Medford #2	Snow Plow/Snow Removal Safety	10:30 - 12:30 pm
1/17/20	Borough of Berlin	Flagger/Work Zone Safety	8:30 - 12:30 pm
1/22/20	Township of Washington (Gloucester)	Dealing with Difficult People	8:30 - 10:30 am
1/22/20	Township of Washington (Gloucester)	LOTO	11:00 - 1:00 pm
1/24/20	Borough of Berlin	Fast Track to Safety-2020	8:30 - 12:30 pm
1/27/20	Borough of Lindenwold #1	Heavy Equipment Safety	7:30 - 10:30 am
1/28/20	Township of Pemberton	Flagger/Work Zone Safety	8:30 - 12:30 pm
1/29/20	Pennsauken SA #3	Hearing Conservation	10:45 - 11:45 am
1/29/20	Pennsauken SA #3	PPE	8:30 - 10:30 am
1/31/20	Township of Bordentown	CDL-Drivers Safety Regulations	9:00 - 11:00 am
1/31/20	Township of Bordentown	LOTO	12:00 - 2:00 pm
2/3/20	Borough of Lindenwold #1	Dealing with Difficult People	7:30 - 9:30 am
2/4/20	Township of Gloucester	Hoists, Cranes, Rigging Safety	8:00 - 10:00 am
2/5/20	Township of Burlington #3	Fire Extinguisher	9:15 - 10:15 am
2/5/20	Township of Burlington #3	Fire Safety	8:00 - 9:00 am
2/6/20	Deptford Township MUA	HazMat Awareness w/HazCom GHS	7:30 - 10:30 am
2/7/20	Borough of Somerdale	BBP	8:00 - 9:00 am
2/7/20	Borough of Somerdale	Fire Extinguisher	10:30 - 11:30 am
2/7/20	Borough of Somerdale	Fire Safety	9:15 - 10:15 am
2/10/20	Township of Pemberton	Ladder Safety/Walking Working Surfaces	10:30 - 12:30 pm
2/10/20	Township of Pemberton	Snow Plow/Snow Removal Safety	8:00 - 10:00 am
2/11/20	City of Camden	Flagger/Work Zone Safety	8:00 - 12:00 pm
2/12/20	Borough of Runnemede #1	CMVO	8:00 - 12:00 pm
2/14/20	Borough of Berlin	CSE-Permit Required w/Equipment Demo	8:30 - 12:30 pm
2/20/20	Township of Winslow	Excavation/Trenching/Shoring	7:30 - 11:30 am
2/21/20	Township of Cherry Hill #4	CDL-Drivers Safety Regulations	12:00 - 2:00 pm
2/21/20	Borough of Somerdale	LOTO	8:00 - 10:00 am
2/25/20	Township of Delran	CDL-Drivers Safety Regulations	8:30 - 10:30 am
2/26/20	Township of Florence	Employee Conduct/Violence Prevention	10:15 - 11:45 am
2/26/20	Township of Florence	Fall Protection Awareness	8:00 - 10:00 am
2/28/20	Township of Bordentown	Fast Track to Safety-2020	9:00 - 1:00 pm
3/2/20	Borough of Glassboro #1	Driving Safety Awareness	7:30 - 9:00 am
3/2/20	Borough of Glassboro #1	Fire Extinguisher	9:15 - 10:15 am
3/4/20	Evesham Township MUA	Back Safety/Material Handling	10:45 - 11:45 am

DATE	LOCATION	TOPIC	TIME
3/4/20	Evesham Township MUA	Ladder Safety/Walking Working Surfaces	8:30 - 10:30 am
3/5/20	Township of Gloucester	Fast Track to Safety-2020	8:00 - 12:00 pm
3/6/20	Borough of Somerdale	CDL-Drivers Safety Regulations	8:00 - 10:00 am
3/6/20	Borough of Somerdale	Hearing Conservation	10:15 - 11:15 am
3/9/20	Township of Cherry Hill #4	CMVO	8:30 - 12:30 pm
3/10/20	Township of Gloucester	Jetter/Vacuum Safety	8:30 - 10:30 am
3/11/20	Deptford Township MUA	Asbestos, Lead, Silica Overview	9:45 - 10:45 am
3/11/20	Township of West Deptford	Employee Conduct/Violence Prevention	12:30 - 2:00 pm
3/11/20	Township of West Deptford	Hearing Conservation	2:15 - 3:15 pm
3/11/20	Deptford Township MUA	LOTO	7:30 - 9:30 am
3/13/20	Township of Berlin #2	DDC-6	8:30 - 3:00 pm w/lunch brk
3/16/20	Borough of Glassboro #1	Flagger/Work Zone Safety	7:30 - 11:30 am
3/17/20	City of Camden	BBP - Administrator Training	8:30 - 10:30 am
3/17/20	City of Camden	Dealing with Difficult People	11:00 - 1:00 pm
3/18/20	Township of Southampton	Fire Extinguisher	10:15 - 11:15 am
3/18/20	Township of Southampton	Hearing Conservation	9:00 - 10:00 am
3/19/20	Township of Hainesport #1	Excavation/Trenching/Shoring	8:30 - 12:30 pm
3/20/20	Borough of Berlin	HazMat Awareness w/HazCom GHS	8:30 - 11:30 am
3/23/20	Borough of Magnolia	Driving Safety Awareness	8:30 - 10:00 am
3/23/20	Borough of Magnolia	Sanitation/Recycling Safety	10:15 - 12:15 pm
3/24/20	Township of Washington (Gloucester)	DDC-6	8:30 - 3:00 pm w/lunch brk
3/27/20	City of Bordentown	Landscape Safety	12:30 - 3:30 pm
3/27/20	Evesham Township #4	Sanitation/Recycling Safety	8:30 - 10:30 am

CEU's for Certified Publics Works Managers

MSI Course	CEU's/Cat.	MSI Course	CEU's/Cat.
Accident Investigation	2 / M	HazCom with Globally Harmonized System	1 / T,G
Advanced Safety Leadership	10 / M	Hazardous Materials Awareness w/ HazCom & GHS	3 / T
Asbestos, Lead & Silica Industrial Health Overview	1 / T,G	Hazard Identification - Making Your Observations Count	1 / T,M
Back Safety / Material Handling	1 / T	Hearing Conservation	1 / T,G
Bloodborne Pathogens Training	1 / G	Heavy Equipment Safety	1 / G - 2 / T
Bloodborne Pathogens Administrator Training	1 / T,M	Hoists, Cranes and Rigging	2 / T
BOE Safety Awareness	3 / T	Housing Authority Safety Awareness	3 / T
CDL – Supervisors Reasonable Suspicion	2 / M	Jetter Safety	2 / T
CDL - Drivers' Safety Regulations	2 / G	Landscape Safety	2 / T
Coaching the Maintenance Vehicle Operator	2 / T,M	Leaf Collection Safety Awareness	2 / T
Confined Space Entry – Permit Required	3.5 / T	Lockout Tagout	2 / T
Confined Space Awareness	1 / T,G	Personal Protective Equipment (PPE)	2 / T
Dealing With Difficult People	1 / M	Playground Safety Inspections	2 / T
Defensive Driving-6-Hour	6 / M	Sanitation and Recycling Safety	2 / T
Driving Safety Awareness	1.5 / T	Safety Committee Best Practices	1.5 / M
Employee Conduct and Violence in the Work Place	1.5 / E	Safety Coordinator's Skills Training	3 / M,G
Excavation Trenching & Shoring	2 / T,M	Shop and Tool Safety	1 / T
Fall Protection Awareness	2 / T,M	Seasonal Public Works Operations	3 / T
Fast Track to Safety	4 / T	Snow Plow Safety	2 / T
Fire Extinguisher	1 / T	Special Events Management	2 / M
Fire Safety	.5 / T - .5 / G	Shift Briefing Essentials	1 / M
Flagger / Workzone Safety	2 / T,M		

CEU's for Registered Municipal Clerks

MSI Course	CEU's/Cat.	MSI Course	CEU's/Cat.
Asbestos, Lead & Silica Industrial Health Overview	1 / P	Hazard Identification - Making your Observations Count	2 / P
Bloodborne Pathogens Training	1 / P	Safety Committee Best Practices	1.5 / P
Dealing With Difficult People	1 / P	Safety Coordinator's Skills Training	6 / P
Employee Conduct and Violence in the Work Place	1.5 / E	Special Event Management	2 / P

TCH's For Water/ Wastewater

MSI Course	TCH's/Cat.	MSI Course	TCH's/Cat.
Accident Investigation	1.5 / S	HazCom with Globally Harmonized System	1.5 / S
Advanced Safety Leadership	10 / S	Hazardous Materials Awareness w/ HazCom & GHS	3 / S
Asbestos, Lead & Silica Industrial Health Overview	1 / S	Heavy Equipment Safety	3 / S
Back Safety / Material Handling	1 / S	Housing Authority Safety Awareness	3 / S
Bloodborne Pathogens Training	1 / S	Hazard Identification - Making your Observations Count	1.5 / S
Bloodborne Pathogens Administrator Training	2 / Non S	Hearing Conservation	1 / S
BOE Safety Awareness	3 / S	Hoists, Cranes and Rigging	2 / S
CDL – Supervisors Reasonable Suspicion	1.5 / S	Jetter Safety	2 / S
CDL - Drivers' Safety Regulations	2 / S	Ladder Safety/Walking Working Surfaces	2 / S
Confined Space Awareness	1 / S	Landscape Safety	2 / S
Confined Space Entry - Permit Required	3.5 / S	Leaf Collection Safety Awareness	2 / S
Dealing With Difficult People	1 / S	Lockout Tagout	2 / S
Defensive Driving-6-Hour	5.5 / S	Shop and Tool Safety	1 / S
Driving Safety Awareness	1.5 / S	Office Safety	2 / S
Employee Conduct and Violence in the Work Place	1.5 / Non S	Personal Protective Equipment (PPE)	2 / S
Excavation Trenching & Shoring	4 / S	Safety Committee Best Practices	1.5 / S
Fall Protection Awareness	2 / S	Safety Coordinator's Skills Training	5 / Non S
Fast Track to Safety	4 / S	Seasonal Public Works Operations	3 / S
Fire Extinguisher	1 / S	Shift Briefing Essentials	1.5 / S
Fire Safety	1 / S	Snow Plow Safety	2 / S
Flagger / Workzone Safety	2 / S	Special Event Management	2 / S

CEU's for Tax Collectors

MSI Course	CEU's/Cat.
Employee Conduct and Violence in the Work Place	1.5 / E
Dealing With Difficult People	1 / E, Gen

CEU's for County/Municipal Finance Officers

MSI Course	CEU's/Cat.
Employee Conduct and Violence in the Work Place	1.5 / E
Dealing With Difficult People	1 / E, M

CEU's for Certified Recycling Professionals

MSI Course	CEU's/Cat.
Fire Extinguisher Safety	1 / CRP
Hazard Recognition- Making your Observations Count	2 / CRP
Heavy Equipment	3 / CRP
Sanitation and Recycling Safety	2 / CRP

CEU's for Qualified Purchasing Agents

MSI Course	CEU's/Cat.
Employee Conduct and Violence in the Work Place	1.5 / E
Dealing With Difficult People	1 / OFF

CEU's for Park and Rec Professionals

MSI Course	CEU's/Cat.
Playground Safety Inspections (CEUs for all Park and Rec Professionals)	.2

***Categories	***Categories(cont.)
E - Ethics	Non S - Non Safety (Management)
T - Technical	P - Professional Development
G - Governmental	M - Management
CRP - Safety / Non S - Non Safety	CRP - Certified Recycling Professional Classroom CEU
GEN - General Secondary Duties	OFF - Office Admin/General Duties



Best Practices for Snow Emergencies

During the winter months, public agencies in New Jersey must plan to protect their workers and community from accidents occurring on icy surfaces. The following guidelines are offered as suggestions when planning for emergency operations presented by winter storms. Every storm event is different and municipal needs and resources will vary. This document offers best practices that have been identified by our member towns regarding hours of operation, rest breaks, and rotating schedules for before, during and after snow events.

Pre-planning

- **Chain of command**
 - Identify who will hold command staff positions. Plan for at least two persons for each command staff position to staff the command center around the clock for the first day or two for major snow events.
 - Develop a written snow plan with defined roles and hierarchy.
 - Verify emergency contact information.
- **Staffing**
 - Supplement crews with back ups, including contractors, utilities, fire department and per diem drivers
 - Consider developing a list of retired CDL drivers you might call upon.
 - Consider areas that may require the use of contractors with specialized equipment i.e. cul-de-sacs.
 - Consider having departments clear their own lots if possible; i.e. fire departments and utilities.
- **Shift work planning**
 - Remind workers of need to prepare their homes and families for their absence during the emergency.
 - Consider sending workers home early in anticipation of call back e.g. sending a crew home if storm predicted to begin during the night. May be treated as "excused absence."
 - Consider shifts of 12 hours of continuous operation (with allowances for meal breaks and periodic rest periods); followed by 6 hours of downtime. Under extreme conditions, entities may need to extend to, but should not exceed, 18 hours.
- **Plan for rest breaks / sleeping accommodations**
 - Entities may need to encourage drivers to stay at municipal facilities. Provide sleeping arrangements at fire and EMS stations, Senior Centers or municipal complex.
 - Ensure quiet time at these locations.
 - Plan for possible power interruptions at these locations.
- **Plan for Health and Welfare**
 - Consider needs for food and hydration.
 - Educate workers on appropriate winter and protective apparel.
 - Remind workers to pack personal items such as medications, special dietary needs, etc.
 - Remind supervisors and employees that employees on transitional duty may not work beyond their medical restrictions.

This bulletin is intended for general information purposes only. It should not be construed as legal advice or legal opinion regarding any specific or factual situation. Always follow your organization's policies and procedures as presented by your manager or supervisor. For further information regarding this bulletin, contact your Safety Director at 877.398.3046.

Operations during storm

- **Establish priority routes and areas**
 - Clear parking lots and access routes of emergency response agencies (police, fire, and EMS) first
 - Consider providing sand / salt to use until clearing occurs at municipal facilities
- **Communication plans / telephone or radio contact**
 - Establish who will operate as Base (part of incident command structure)
 - Determine who takes calls from residents, both emergency and non-emergency (complaints)
 - Establish liaison with other towns or agencies, news agencies, etc.
 - Ensure operators remain in constant contact with base
 - Establish procedures for reporting and responding to accidents / incidents
- **Deteriorating Storm Conditions “When to temporarily halt operations”**
 - Who makes the final call
 - Include the criteria for “temporary halting of operations” in plan, i.e., discontinuing operations until conditions improve, with consultation of major stakeholders,
 - Encourage all who are in the field to report status of conditions for the safety of the entire crew
- **Rest breaks / Fatigue**
 - Inform drivers that they have the personal responsibility to pull themselves from driving if they feel overly fatigued or diminished. Have a procedure on how the driver will report to a supervisor and how to address the situation within employment agreements.
- **Rotations**
 - Incorporate travel distance to work into shift planning. Those who live farthest, home after 12 hours to sleep and return for next shift.

Post-Storm Operations

- **Return to normal operations**
 - As conditions normalize, transition back to normal 8-hour shifts
 - Consider fatigue from the extended shifts when transitioning back to normal operations.
 - Inspect, repair and perform routine maintenance on equipment
- **Conduct after-incident debriefing**
 - Review with all stakeholders what worked and what challenges were encountered
 - Update Snow Emergency Plan with lessons learned from the event
- **Liability issues – Recommendations to limit liability**
 - Maintain a record of weather conditions
 - Document actions taken, date, time, crews, equipment employed, and materials (salt etc.) used
 - Record *all* complaints with date and time received
 - Document specific actions taken and time of action in response to complaints
 - Take photographs to record weather conditions and incidents
 - Preserve newspaper articles on storm severity and clean up activities
 - Work with police to have their accident reports supplemented with photographs showing conditions

Snow events are difficult. Proper planning and training can ease the strain on employees, managers, and the community. The MEL Safety Institute drop-down menu on the MEL homepage offers Shift Briefing lesson plans on several topics to assist.



November 2019

Minimum Age for Fire / EMS Drivers

Ambulance and fire apparatus crashes are the second leading cause of injuries for emergency responders. Driver error plays a major role in many of these incidents. Properly selecting and training drivers can have a significant impact on the lives of the crews, the reputation of the agency, and the bottom line of the municipality or district.

While establishing a minimum age is a convenient manner to begin training as an emergency vehicle operator, we believe a minimum level of experience is a better measure of when a member is ready to begin driver training. It takes experience to learn to position a fire pumper or ladder truck at a fire, or an ambulance at an EMS call. Consider the many factors that must be evaluated in seconds as a pumper or ladder truck approaches a bread-and-butter structure fire:

- Hydrant location or tanker supply and laying in hose
- Overhead obstructions
- Curb, street, driveway conditions
- Best access to structure
- Room for later arriving vehicles, and many more

The same types of considerations affect arriving ambulances. Where will paramedics position? Is there an exit route as later arriving units assemble? Traffic hazards? Smoke hazards? And more...

Experience also provides lessons to driver candidates on human tendencies such as 'adrenalin rush', 'wake-effect', and 'siren hypnosis'. Witnessing these effects in ourselves and others, and learning to recognize and control them, is a critical component in the maturing process of driver candidates.

For these reasons the Safety Director's office strongly supports driver candidates have a minimum of three years driving experience and three years of EMS / firefighting experience. We also recommend at least one year experience with the fire or EMS agency, to become familiar with specifics of the local roads and operations.

This is just the beginning, however. Agency leaders must ensure driver candidates are carefully evaluated for driving skills, operational knowledge, and behind-the-wheel behaviors for emotional maturity. The evaluation of drivers should be a detailed and well-documented process.

Agency trainers must be aware to properly prepare the candidate before the evaluation. Trainers must be watchful of the candidate's skill, demeanor, and knowledge of driving large vehicles under extremely stressful conditions. This takes time.

Safety Consultants are available to assist emergency agencies in or strengthening training programs. The MEL, on their website, provides a model Vehicle Driving Policy for consideration. The model policy includes training best practices and forms. View the policy at <https://njmel.org/wp-content/uploads/2019/11/FD-Vehicle-Driving.docx>

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December 2019

New Jersey's Domestic Violence for Public Employers

In January of 2018, the New Jersey Legislature enacted the Domestic Violence Policy Act for Public Employers. The law directed the Civil Service Commission (NJCSC) to develop a uniform domestic violence policy and requires all public employers to adopt a written policy concerning the reporting and handling of domestic violence, regardless of whether or not the employer is subject to Civil Service.

On October 15, 2019 the NJCSC issued its uniform domestic violence policy. The policy is posted on the MEL website at <https://njmel.org/wp-content/uploads/2019/11/Domestic-Violence-Policy-for-Public-Employers.doc>. Employers may modify the uniform policy, however, the employer must provide the same or higher level of protection and service to their employees as set forth in the model policy. If an employer modifies the NJCSC uniform policy, the employer must submit their policy for review and approval of the NJCSC.

Key provisions of the uniform domestic violence policy include:

- All employees must be covered under the policy, including full and part time employees, seasonal employees, interns, volunteers and temporary employees at any workplace location.
- Each public employer must designate a Human Resource / Personnel Officer (HRO) who will be the primary contact within the organization for employees involved in a domestic violence situation. The law specifies a secondary HRO must also be identified for times when the primary HRO is not available.
- Employees must be made aware of the employer's Domestic Violence Policy and how to report an incident involving themselves or a co-worker. Employees must know their situation will be handled with the utmost in confidentiality and sensitivity.
- An HRO must respond immediately to a request for assistance and provide a safe and confidential location for an employee to describe their concern and request assistance from the employer.
- The State defined a very specific course of action should a HRO become aware of a potential or actual domestic violence case involving an employee.
- The HRO will work closely with local police, if needed, and organizational leaders to implement any needed safeguards, accommodations, or counseling for the worker and other affected employees.
- The HRO should be prepared to guide the affected employee through the provisions and protections of the N.J. Security and Financial Empowerment Act (NJ SAFE).

The law requires the HRO to be trained. The NJCSC provides an online training program for the organization's HRO. The link is provided below.

https://www.state.nj.us/csc/authorities/domestic_violence.html

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November 2019

Best Risk Control Practices for Volunteer Youth Coaches

Youth sport programs such as Little League, Pop Warner, and Babe Ruth are an exciting way to build civic pride, family togetherness, sportsmanship, and athletic and cognitive abilities. Many municipalities either directly operate these youth sports programs through their Recreation Departments or indirectly sponsor the leagues, by offering the use of their parks and other facilities. To make this happen, volunteer adult coaches must dedicate their time, and expertise. This Bulletin will provide best practices to protect the children, coaches, and the town.

In 1986, New Jersey became the first state in the nation to enact legislation to protect volunteer athletic coaches, managers, and officials from lawsuits. Often referred to as the "Little League Law", 2A:62A-6 et. seq. extends partial civil immunity to volunteers who have attended a program that meets the *Minimum Standards for Volunteer Coaches Safety Orientation and Training Skills* (N.J.A.C. 5:52). One such program is offered in conjunction with Rutgers Youth Sports Research Council and the N.J. Recreation and Parks Association. The Rutgers SAFETY Clinic includes training in the psychological aspects of coaching, general coaching principles, proper training and conditioning of young athletes, and first aid considerations of coaching.

The Safety Director strongly encourages towns that directly operate or indirectly sponsor youth athletics, require all coaches take this course or an approved equivalent class as a condition to use their fields, courts, facilities, or buildings.

In 2018, New Jersey extended the statute of limitations for child abuse and neglect cases substantially, thus placing local officials and employees at a far greater risk. *Under New Jersey Law, an official may be held liable for the abuse or neglect of a child if he or she fails to implement appropriate safeguards to protect the child while the minor has been entrusted to the care of the organization.* A valid cause of action can be filed by an alleged victim well after the official has left office. It is, therefore, critically important for officials to establish and monitor policies and procedures designed to safeguard minors entrusted to the care of the public entity. The Safety Director encourages all public entities that have contact with minors to adopt a written program and annually meet with all supervisors and adult volunteer leaders of youth programs to review the provisions of the program. In addition, the following "best practices" should be implemented as quickly as possible:

1. All prospective employees and volunteers must pass a complete background check, which includes fingerprint identification, checking Megan's Law registration for New Jersey and other states the individual has previously resided, a credit check, a motor vehicle record check, and a personal and professional references. Negative or questionable results must be reviewed BEFORE the applicant be permitted to work with minors.
2. Prospective employees and volunteers must complete the training program developed by the organization BEFORE the applicant be permitted to work with minors.
3. Complete background checks and training must be conducted on an annual basis.

A comprehensive model is under development and will be posted on the MEL website. Notices will be widely distributed when it is finalized and available. Organizations that use adult employees or volunteers in their programs with minor children should start planning to implement all the provisions now.

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December 2019

'First Amendment Audits' Best Practices

The Safety Director's Office has been made aware that there are individuals and groups of people who are actively participating in what is referred to as '*First Amendment Audits*'. They claim to be a social movement that audits government entities to promote transparency and open government. Representatives of the groups will show up at government facilities, video record the facilities parking lot making a record of all of the vehicles in the parking lot, check for signs to determine if they can enter protected areas, and enter the public area while recording the operations at the facility.

On some occasions, they will question employees, asking for their name and position. They may ask about accessing official government records and about the process that must be followed. When public employees ask questions, the auditors may refuse to answer and simply inform you that you are a public servant and must answer their questions. The attitude and demeanor of some of these people can be unnerving, annoying, flippant, aggressive, and on occasion, they may use foul and abusive language. Unfortunately, many of these audits may become confrontational in nature.

Once they have completed the audit, many of the videos are posted online for public review. Some of the videos are edited, and they may audio dub the recordings with comments that are designed to demean or criticize the public employees they audited.

The Safety Directors Office encourages all public employers to prepare for a First Amendment Audit. Research, employee preparation and training play an important role in preparing for and mitigating cases that could result in litigation. Discuss with employees what can be said, how to respond to these audits, and who they can contact for assistance.

- Encourage your personnel to stay calm and to be professional at all times. Be helpful, but do not go beyond what is required by law.
- Educate employees what is 'required by law' as it pertains to their job duties, such as Open Public Meeting Act (OPRA), permits and applications for permits, and confidentiality rules for public information.
- Do not allow 'auditors' to enter restricted or secured areas within the building. Be situationally aware; they may try to tailgate you while you are entering a secured area of the facility, claiming that they were not aware that their entry was restricted to a particular office or room. Review signage for restricted areas. Ordinances may be required to support your signage decisions.
- Be prepared for a challenge by the auditor referring to the American with Disabilities Act, requesting an accommodation or other actions to obtain information to which they may or may not be entitled.
- Discuss with employees a plan of action for dealing with 'auditors' and other difficult people. Provide guidance on co-workers assisting co-workers, requesting assistance from supervisors, and when to request support from law enforcement.

Work with local law enforcement and Solicitor to develop procedures and training for employees and supervisors. Consider a tabletop exercise or roleplaying drill for employees to prepare for the 'real thing'.

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November 2019

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Key provisions of the uniform domestic violence policy include:

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- Employees must be made aware of the employer's Domestic Violence Policy and how to report an incident involving themselves or a co-worker. Employees must know their situation will be handled with the utmost in confidentiality and sensitivity.
- An HRO must respond immediately to a request for assistance and provide a safe and confidential location for an employee to describe their concern and request assistance from the employer.
- The State defined a very specific course of action should a HRO become aware of a potential or actual domestic violence case involving an employee.
- The HRO will work closely with local police, if needed, and the department leaders, and administrators to implement any needed safeguards, accommodations, or counseling for the worker and other affected employees.
- The HRO should be prepared to guide the affected employee through the provisions and protections of the N.J. Security and Financial Empowerment Act (NJ SAFE).

The law requires the HRO to be trained. The Safety Director anticipates further guidance on training requirements will be released by the NJ Department of Community Affairs or the NJCSC. New information will be posted on the MEL website.

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**PROFESSIONAL MUNICIPAL MANAGEMENT JOINT INSURANCE FUND
CUMULATIVE SAVINGS SUMMARY**

2019	UNITS OF SERVICE	BILLED	APPROVED	SAVINGS	% SAVINGS
JANUARY	54	\$18,456.01	\$7,732.57	\$10,723.44	58.1%
FEBRUARY	197	\$266,851.20	\$97,145.36	\$169,705.84	63.6%
MARCH	83	\$272,577.36	\$41,182.77	\$231,394.59	84.9%
APRIL	119	\$239,298.49	\$79,079.33	\$160,219.16	67.0%
MAY	80	\$198,539.60	\$109,089.20	\$89,450.40	45.1%
JUNE	127	\$151,492.03	\$64,763.53	\$86,728.50	57.2%
JULY	104	\$103,349.22	\$42,460.47	\$64,727.75	59.3%
AUGUST	104	\$109,128.90	\$58,209.59	\$47,080.31	46.3%
SEPTEMBER	106	\$106,353.28	\$46,519.52	\$59,833.76	56.3%
OCTOBER	119	\$178,650.01	\$58,385.05	\$120,264.96	67.3%
NOVEMBER	144	\$144,475.72	\$53,759.64	\$90,716.08	62.8%
DECEMBER	80	\$58,613.74	\$19,499.46	\$39,114.28	66.7%
TOTALS	1317	\$1,847,785.56	\$677,826.49	\$1,169,959.07	63.3%

2018	UNITS OF SERVICE	BILLED	APPROVED	SAVINGS	% SAVINGS
JANUARY	36	\$171,386.29	\$51,320.26	\$120,066.03	70.1%
FEBRUARY	81	\$70,783.00	\$29,690.36	\$41,092.64	58.1%
MARCH	62	\$53,513.34	\$2,226.74	\$31,246.60	58.4%
APRIL	47	\$24,252.28	\$8,995.80	\$15,256.48	62.9%
MAY	129	\$155,397.02	\$46,213.53	\$109,183.49	70.3%
JUNE	46	\$14,892.51	\$6,148.80	\$8,743.71	58.7%
JULY	73	\$44,637.35	\$13,573.42	\$31,063.93	69.6%
AUGUST	163	\$114,771.49	\$47,485.57	\$67,285.92	58.6%
SEPTEMBER	112	\$138,225.75	\$47,896.19	\$90,329.56	65.3%
OCTOBER	75	\$57,634.26	\$23,296.54	\$34,337.72	59.6%
NOVEMBER	97	\$46,462.17	\$13,708.56	\$32,753.61	70.5%
DECEMBER	105	\$58,903.12	\$19,450.11	\$39,453.01	67.0%
TOTALS	1035	\$950,858.58	\$330,045.88	\$620,812.70	65.3%

2017	UNITS OF SERVICE	BILLED	APPROVED	SAVINGS	% SAVINGS
JANUARY	90	\$124,479.14	\$32,991.31	\$91,487.83	73.5%
FEBRUARY	73	\$43,620.94	\$14,376.83	\$29,244.11	67.0%
MARCH	44	\$74,889.92	\$22,958.12	\$51,931.80	69.3%
APRIL	76	\$44,271.09	\$17,633.34	\$26,637.75	60.2%
MAY	121	\$98,838.91	\$40,566.82	\$58,272.09	59.0%
JUNE	87	\$44,670.32	\$13,049.00	\$31,621.32	70.8%
JULY	159	\$99,431.84	\$25,411.99	\$74,019.85	74.4%
AUGUST	121	\$100,731.03	\$29,729.50	\$71,001.53	70.5%
SEPTEMBER	73	\$41,319.27	\$16,398.22	\$24,921.05	60.3%
OCTOBER	73	\$32,018.60	\$10,388.23	\$21,630.37	67.6%
NOVEMBER	8	\$5,294.10	\$4,427.21	\$866.89	16.4%
DECEMBER	111	\$58,226.66	\$19,797.40	\$38,429.26	66.0%
TOTALS	1036	\$767,791.82	\$247,727.97	\$520,063.85	67.7%



PROFESSIONAL MUNICIPAL MANAGEMENT JIF
Savings By Specialty
1/1/2019 - 12/31/2019

	UNITS OF SERVICE	BILLED	APPROVED	SAVINGS	% SAVINGS
Hospital	48	\$706,503.70	\$311,400.43	\$395,103.27	55.9%
Orthopedic Surgery	175	\$346,966.51	\$84,119.41	\$262,847.10	75.8%
Physical Therapy	583	\$227,442.12	\$51,390.36	\$176,051.76	77.4%
Ambulatory Surgical Center	11	\$184,218.92	\$62,360.21	\$121,858.71	66.1%
Pain Management	39	\$76,450.00	\$15,950.16	\$60,499.84	79.1%
MRI/Radiology	75	\$49,884.65	\$22,120.36	\$27,764.29	55.7%
Anesthesiology	24	\$36,877.00	\$19,506.91	\$17,370.09	47.1%
Occupational Medicine	95	\$32,251.51	\$17,473.56	\$14,777.95	45.8%
Physical Medicine & Rehabilitation	8	\$30,519.60	\$5,292.14	\$25,227.46	82.7%
Emergency Medicine	25	\$27,759.80	\$12,846.19	\$14,913.61	53.7%
Neurosurgery	18	\$25,850.00	\$6,920.32	\$18,929.68	73.2%
Durable Medical Equipment	17	\$23,143.92	\$18,685.94	\$4,457.98	19.3%
Behavioral Health	55	\$17,911.00	\$11,565.05	\$6,345.95	35.4%
Urgent Care Center	61	\$17,459.66	\$9,386.18	\$8,073.48	46.2%
Inpatient Rehabilitation	1	\$8,710.02	\$5,180.00	\$3,530.02	40.5%
Neurology	11	\$5,750.32	\$2,603.66	\$3,146.66	54.7%
Laboratory Services	7	\$4,667.53	\$2,587.16	\$2,080.37	44.6%
Vascular Surgery	1	\$4,409.00	\$1,984.38	\$2,424.62	55.0%
Ambulance	6	\$4,403.30	\$4,264.60	\$138.70	3.1%
Physicians Fees	8	\$4,110.00	\$2,500.28	\$1,609.72	39.2%
Hand Surgery	10	\$3,188.00	\$2,397.88	\$790.12	24.8%
Medical Transportation	23	\$3,179.00	\$2,588.50	\$590.50	18.6%
Home Health Care	3	\$3,027.00	\$2,574.00	\$453.00	15.0%
Gastroenterology	3	\$992.00	\$507.00	\$485.00	48.9%
Optometrists	1	\$840.00	\$595.00	\$245.00	29.2%
Hospitalist	4	\$739.00	\$655.11	\$83.89	11.4%
Cardiology	4	\$451.00	\$296.86	\$154.14	34.2%
Infectious Disease	1	\$81.00	\$74.84	\$6.16	7.6%
Grand Total	1317	\$1,847,785.56	\$677,826.49	\$1,169,959.07	63.3%

APPENDIX I
MINUTES

**PROFESSIONAL MUNICIPAL MANAGEMENT JOINT INSURANCE FUND
OPEN SESSION MINUTES
MEETING – NOVEMBER 25, 2019
111 WEST 2ND STREET
MOORESTOWN TOWNSHIP
1:00 PM**

Meeting of 2019 Fund Commissioners called to order. Open Public Meetings notice read into record.

ROLL CALL OF 2019 FUND COMMISSIONERS:

Thomas Merchel, Chairman	Township of Moorestown	Present
Richard Brevogel, Secretary	Township of Willingboro	Present
Charles Kauffman (Alternate)	Township of Maple Shade	Present
Robert Corrales	Township of Evesham	Present (<i>via teleconference</i>)

SPECIAL FUND COMMISSIONERS:

APPOINTED OFFICIALS PRESENT:

Executive Director/Administrator	PERMA Risk Management Services Bradford C. Stokes Karen A. Read Rachel Chwastek
Treasurer	Tom Tontarski
Attorney	Helmer Conley & Kasselman William Kearns John Shields
Auditor	Bowman & Company
Claims Service	Qual Lynx Stephen McNamara
Safety Director	J.A. Montgomery Risk Control Glenn Prince
Managed Care Organization	QualCare Kathy Kissane
Underwriting Manager	Conner Strong & Buckelew

ALSO PRESENT:

Lee Lieber, Moorestown PD
Walter Howard, Willingboro Township
Michael Avalone, Conner Strong & Buckelew

APPROVAL OF MINUTES: OCTOBER 28, 2019 - Open & Closed Minutes

MOTION TO APPROVE OPEN & CLOSED MINUTES OF OCTOBER 28, 2019:

Motion: Commissioner Brevogel
Second: Commissioner Merchel
Vote: 3 Ayes – 0 Nays (Kauffman Abstains)

CORRESPONDENCE: None.

EXECUTIVE DIRECTOR:

2020 Budget – At the October Fund Meeting, the Board of Fund Commissioners introduced the Budget for 2020 in the amount of \$3,914,202. In accordance with state regulations, the proposed budget has been advertised in the Fund’s official newspaper and sent to each member municipality/entity.

MOTION TO OPEN THE PUBLIC HEARING ON THE 2020 BUDGET

Motion: Commissioner Kauffman
Second: Commissioner Brevogel
Vote: 4 Ayes – 0 Nays

MOTION TO CLOSE THE PUBLIC HEARING ON THE 2020 BUDGET

Motion: Commissioner Brevogel
Second: Commissioner Merchel
Vote: 4 Ayes – 0 Nays

MOTION TO ADOPT THE 2020 BUDGET AND CERTIFY ASSESSMENTS

Motion: Commissioner Brevogel
Second: Commissioner Kauffman
Roll Call Vote: 4 Ayes – 0 Nays

Risk Management Plan Amendment: Included in the agenda was a memorandum regarding proposed changes to the Fund’s Risk Management Plan. The changes are concerning the long term nature of the exposure from S-477 relating to sexual molestation. Specifically, this amendment minimizes the risk that the JIF may have to assess a former member, years or decades after the member has left the JIF by holding in escrow the former member’s share of dividends until the statute of limitations has tolled.

This amendment also assesses members a charge when they leave the Fund for stranded costs related to the costs that will be paid by the JIF to administer claims incurred while the former member was in the JIF. The proposed changes were included in the agenda.

There was a discussion about the nature of the claims, and how these are investigated and is expected to incur more costs than normal tort claims.

MOTION TO AMEND THE RISK MANAGEMENT PLAN

Motion: Commissioner Brevogel
Second: Commissioner Corrales

Roll Call Vote: 4 Ayes – 0 Nays

Elected Officials Training: This year’s elected officials training program will focus on “Employment Practices for Governmental Officials”. For 2020, the MEL will reduce each member’s assessment by \$250 for each municipal elected official and/or authority commissioner who completes the Elected Official course by May 1, 2020. The maximum credit is 5% of the member’s assessment. The credit is also extended to the member’s CEO (i.e. municipal manager/administrator or authority executive director).

We will be scheduling several sessions after the holidays through the offices of Mr. Kearns. The on-line version will also be available.

MEL, RCF & EJIF Representative - The fund should elect its representative to the MEL, RCF & EJIF for the 2020 Fund Year.

MOTION TO ELECT THOMAS MERCHEL AS THE CENTRAL JERSEY JOINT INSURANCE FUND’S 2020 REPRESENTATIVE TO THE MUNIICIPAL EXCESS LIABILITY JOINT INSURANCE FUND

MOTION TO ELECT THOMAS MERCHEL AS THE CENTRAL JERSEY JOINT INSURANCE FUND’S 2020 REPRESENTATIVE TO THE RESIDUAL CLAIMS FUND JOINT INSURANCE FUND

MOTION TO ELECT THOMAS MERCHEL AS THE CENTRAL JERSEY JOINT INSURANCE FUND’S 2020 REPRESENTATIVE TO THE ENVIRONMENTAL JOINT INSURANCE FUND

Motion: Commissioner Brevogel
Second: Commissioner Kauffman
Roll Call Vote: 4 Ayes – 0 Nays

December Meeting – The JIF has historically cancelled the December Fund meeting; if the Commissioners wish to follow past procedure, a motion to cancel the meeting would be in order. The Commissioners did pass Resolution 19-7 in February that authorizes fund professionals to continue services and process payments for the months that the Fund does not meet.

MOTION TO CANCEL DECEMBER MEETING
Motion: Commissioner Brevogel
Second: Commissioner Corrales
Vote: 4 Ayes – 0 Nays

Due Diligence Reports: Monthly report submitted to Fund Commissioners including Monthly Fast-track Accident Frequency, Fast-Track Financial report, Claim Activity Report, Interest Rate Summary Comparison, Monthly Loss Ratio by fund year and line of coverage and the Monthly and Annual Regulatory Checklist. The September Financial Fast Track was included in the agenda. It shows a \$3,100,000 surplus, with a nice gain of \$200,000 over the last month. 2019 is running a deficit, we are seeing this JIF-wide, and think it will turn. The funds Loss Ratio Analysis has the actuary’s projection of 45% and the actual at 50%, right on target. The fund’s Loss Time Accident

Frequency is 1.50, a little above the MEL average, with only 1 new lost time accident. A new Personnel Manual will be coming out, it is currently under review by an attorney. We are now in 100% compliance for the cyber program, as we received Willingboro's checklist.

The Executive Director asked if there were any questions and then concluded his report.

Executive Director's Report Made Part of Minutes.

ATTORNEY: Mr. Kearns just advised again that there is a number of lawsuits around the country regarding website accessibility. He suggests the members have their IT department review their sites and make sure the sites are compliant.

TREASURER: Mr. Tontarski reviewed the treasurer's report with the Fund.

Payment of November 2019 Vouchers Resolution 19-23

Fund Year 2019	40,036.24
Total	40,036.24

MOTION TO APPROVE RESOLUTION 19-23 VOUCHER LIST FOR THE MONTH OF NOVEMBER AS SUBMITTED

Motion: Commissioner Brevogel
Second: Commissioner Kauffman
Vote: 4 Ayes – 0 Nays

Confirmation of Claims Payments/Certification of Claims Transfers for the Month of October 2019:

2019	51,586.13
2018	30,216.45
2017	9,856.89
2016	59,952.55
2015	0.00
Closed	0.00
TOTAL	136,701.26

Treasurer's Report Made Part of Minutes.

SAFETY DIRECTOR:

REPORT: Safety Director advised included in the agenda is all the risk control activities through the month of October, as well as a list of MSI Training and Fast Track training information. Also included in the agenda were a few safety director bulletins; one on police vehicles, written by Chief Hummel and one on the new Clearinghouse rules. Mr. Prince asked if there were any questions and then concluded his report.

Commissioner Brevogel then asked about if past violations are supposed to be included or if it's only violations going forward. Mr. Kearns and Mr. Prince were going to look into the matter.

Monthly Activity Report/Agenda Made Part of Minutes.

UNDERWRITING MANAGER:

REPORT: The certificate report was in the agenda for the period 9/22/2019 to 10/22/2019 and 1 certificate was issued.

MANAGED CARE:

REPORT: Stephen McNamara advised October's reports were included in the agenda. Mr. McNamara reported there were 119 bills during the month of October totaling \$178,650.01, of that amount \$58,385.05 was paid for a savings of \$120,264.96 which is a 67.3% savings. Mr. McNamara asked if there were any questions and concluded his report.

Monthly Activity Report Part of Minutes.

CLAIMS ADMINISTRATOR:

REPORT: The Claims Manager advised a Maple Shade Police Captain won their basket from the League of Municipalities and the remaining report was for closed session.

Report Part of Minutes.

OLD BUSINESS: NONE

NEW BUSINESS: Police Chief Lieber started a discussion about the new 9-1-1 system, which was continued in closed session.

PUBLIC COMMENT: NONE

**RESOLUTION - EXECUTIVE SESSION FOR CERTAIN SPECIFIED PURPOSES:
PERSONNEL - SAFETY & PROPERTY OF PUBLIC LITIGATION**

Motion: Commissioner Brevogel
Second: Commissioner Kauffman
Vote: Unanimous

**MOTION TO RETURN TO OPEN SESSION AND APPROVE CLAIM PAYMENTS
AS DISCUSSED IN EXECUTIVE SESSION:**

Motion: Commissioner Brevogel
Second: Commissioner Corrales
Vote: Unanimous

MOTION TO ADJOURN MEETING:

Motion: Commissioner Brevogel

Second: Commissioner Kauffman
Vote: Unanimous

MEETING ADJOURNED: 1:45pm

NEXT REGULAR MEETING: January 27, 2019
Moorestown Town Hall 1:00PM

Rachel Chwastek, Assisting Secretary for
RICHARD BREVOGEL, SECRETARY

APPENDIX II
RCF, EJIF & MEL REPORTS



Municipal Excess Liability Residual Claims Fund

9 Campus Drive – Suite 216
Parsippany, New Jersey 07054
Tel (201) 881-7632
Fax (201) 881-7633

January 6, 2020

Memo to: Fund Commissioners
Professional Municipal Management Joint Insurance Fund

From: Commissioner Thomas Merchel

Re: RCF 2020 Reorganization Meeting

Executive Committee Nominations: Two years ago the MEL Audit Committee made a recommendation from a Best Practices standpoint that the RCF Chair & Secretary positions be rotated in order to build a knowledge-base of the RCF and its critical operations. It was also recommended that the RCF Claims Committee be chaired by the Fund Chairman and include the Fund Secretary on the committee. The RCF Chair and RCF Claims Chair would serve 2-year terms at which point the Secretary would then assume the Chair position for both committees.

Although the RCF conducts its meetings as a Board of Commissioners, regulations require the election of an Executive Committee. Below is a listing of the 2020 Executive Committee and Alternates.

2020 Executive Committee
Gregory Franz, South Bergen JIF, Chairman
John Clarke, MEL JIF, Secretary
Paul Tomasko, Bergen JIF
Tom Nolan, Monmouth JIF
Joseph Wolk, Camden JIF
Brian Bigler, NJUA JIF
Joseph Catenaro, Suburban Essex JIF

Alternates - Executive Committee
David Matchett, Burlco JIF
Richard Hirsch, Atlantic JIF
Jon Rheinhardt, Morris JIF
Tom Merchel, PMM JIF
Sherry Sims, NJPHA JIF
Veronica Laureigh, Ocean JIF
William Northgrave, Central JIF
Megan Champney, Suburban Municipal

Robert Law, Trico JIF

RCF Claims Committee: The following commissioners were submitted to serve on the 2020 RCF Claims Committee:

RCF Claims Committee
Gregory Franz, South Bergen JIF, Chairman
Sherry Sims, NJPHA JIF
Jon Rheinhardt, Morris JIF
Megan Champney, Suburban Municipal JIF
Tom Merchel, PMM JIF
Veronica Laureigh, Ocean JIF
Richard Hirsch, Atlantic JIF
Robert Law, Trico JIF

Reorganizational Resolutions: The Board adopted the following resolutions as part of the reorganization process:

Resolution 1-20 Fund Professionals & Professional Service Agreements: The RCF board resolved to award professional service agreements in accordance with a fair and open process pursuant to N.J.S.A. 19:44A-20.4 et. seq. for fund years 2018, 2019 and 2020. In October, the Board accepted a recommendation reflecting professional compensation for Fund Year 2020; annual amounts and estimated 3-year contracts amounts are reflected in Resolution 1-20 as per Local Finance Notice 2017-10.

The Board of Fund Commissioners confirmed the following:

2020 Fund Professionals	
Administrator	Joseph Hrubash, PERMA Risk Mgmt. Services
Deputy Administrator	Arthur J. Gallagher Risk Mgmt. Services
Attorney	Fred Semrau, Esq. of Dorsey & Semrau
Excess Claims Supervisor	CB Claims LLC
Treasurer	Charles Cuccia
Actuary	The Actuarial Advantage
Auditor	Ferraioli, Wielkotz, Cerullo & Cuva, P.A.
Asset Manager	Wilmington Trust
Banking Manager	Investors Bank

Resolution 2-20 Fiscal Management Plan: Resolution submitted designating Official Depositories and approving a Cash Management Plan; authorizing Signatories on Administrative Accounts; authorizing Signatories on Claim Accounts; establishing a rate of interest for delinquent assessments; establishing a wire transfer procedure; and certifying Approval Officer for all Fund expenses. In addition to the Chair, Secretary and Treasurer,

Commissioner Joseph Catenaro was designated as the additional RCF Commissioner signatory.

Resolution 3-20 Public Meeting Procedures: The Board of Fund Commissioners confirmed the following meeting schedule:

2020 Meeting Schedule & 2021 Reorganization		
March 27, 2020	Princeton Marriot - Forrestal	9:00 am
June 3, 2020	Forsgate Country Club	10:30 am
September 2, 2020	Forsgate Country Club	10:30 am
October 21, 2020	Forsgate Country Club	10:30 am
January 6, 2021	Forsgate Country Club	10:30 am

The RCF Claims Committee will meet on the same day as the Executive Committee at the above listed locations at 9:00AM before the Fund meeting with the exception of the March meeting.

The RCF Claims Committee will also meet at PERMA's Camden office at 2 Cooper Street, Camden, NJ and via teleconference at 9:30AM on March 4, 2020, May 6, 2020, July 16, 2020 and December 2, 2020.

The Fund's newspaper is The Star Ledger (Newark). In addition, the MEL's webpage is designated for official notices – www.njmel.org.

Resolution 4-20 Fund Records: The Board confirmed the establishment of a Fund Records program appointing the Fund Secretary as custodian of records and Account Manager as Assistant Fund Secretary.

Resolution 5-20 Risk Management Plan: The Board adopted the 2020 Risk Management Plan which detailed coverage, assessment methodology and procedure for closure of fund years.

Annual Commissioner Retreat: The Board of Fund Commissioners Annual Retreat has been scheduled for March 27, 2020 starting at 9:00AM and will be held at the Princeton Marriot at Forrestal located at 100 College Road East – Princeton, NJ08540. Registration information and agenda will be distributed prior to the Retreat. Executive Director asked Commissioners to provide on any items they would like addressed at the Retreat.

Claims Committee: The Claims Review Committee met on December 4, 2019 and met the morning of the Commissioner's meeting. Minutes of the December meeting were enclosed under separate cover.

Executive Director reported the initial meeting of the Special Ad-Hoc Claims Committee was held on December 4, 2020. Committee reviewed its mission, elected a Chair and review claims handling and litigation management process.

Next Meeting: The next meeting of the RCF will be March 27, 2020 at 9:00AM at the Princeton Marriot – Forrestal located at 100 College Road East – Princeton, NJ08540.



**New Jersey Municipal Environmental
Risk Management Fund**

9 Campus Drive, Suite 216
Parsippany, New Jersey 07054
Tel (201) 881-7632
Fax (201) 881-7633

Date: January 6, 2020
To: Fund Commissioners
Professional Municipal Management Joint Insurance Fund
From: Commissioner Thomas Merchel
SUBJECT: Summary of Topics Discussed at E-JIF Meeting

2020 REORGANIZATION- The election of the slate was confirmed. Below is a listing of the 2020 Executive Committee and the 2020 Fund Professionals.

		<u>2020</u>
Chairman:	Bergen	Paul Tomasko
Secretary:	NJUA	Bernie Rutkowski
Executive Committee:	Burlco	Meghan Jack
	Sub Essex JIF	Joe Catenaro
	Monmouth	Thomas Nolan
	Camden	Joe Wolk
	South Bergen	Greg Franz
	Trico	Robert Law
Alternates:		
#1	Morris	Jon Rheinhardt
#2	Ocean	Veronica Laureigh
#3	Central	William Northgrave
#4	PMM	Thomas Merchel
#5	Sub-Muni	Megan Champney

REORGANIZATIONAL RESOLUTIONS – The Resolutions necessary to undertake the 2020 Reorganization of the Fund were reviewed and adopted by the Board.

FUND PROFESSIONALS & PROFESSIONAL SERVICE AGREEMENTS – The EJIF Board awarded professional service agreements in accordance with a fair and open process pursuant to N.J.S.A. 19:44A-20.4 et. Seq. for fund years 2018, 2019 and 2020. Contracts will be forwarded to each Fund Professional which will outline adjustments to compensation for Fund year 2020.

The Board of Fund Commissioners made the following appointments:

Executive Director	Stephen Sacco, Perma Risk Management Services
Fund Attorney	Fred Semrau, Esquire
Fund Treasurer	Charles Cuccia
Asset Manager	Wilmington Trust
Fund Auditor	Nisivoccia LLP
Underwriting Manager	Danskin Insurance Agency and Conner Strong & Buckelew
Actuary	AON Worldwide, Inc.
Environmental Engineer	First Environment (<i>As per the agreed pricing as a result of the 2018 RFQ process for the 2020 fund year. This will be a 1 year appointment.</i>)
Claims Administrator	Peter King, Esquire
Legislative Agent	Princeton Public Affairs Group
Qualified Purchasing Agent	The Canning Group (<i>As per the agreed pricing. This will be a 1 year appointment.</i>)

2020 STANDING COMMITTEES - Five standing committees were established for the 2020 Fund year. The five (5) committees are Coverage committee, Rules & Contracts committee, Budget & Finance committee, Nominating committee, and Claims committee.

EXCESS AGGREGATE INSURANCE - The Underwriting Manager indicated that excess coverage for the EJIF will be issued in 2020 by Ascot Specialty Insurance Company, through an intermediary, R-T Specialty in Hamilton. A summary is as follows:

EXCESS COVERAGE RENEWAL

COVERAGE:	Follow Form Excess Pollution Liability – Claims Made Coverage
COMPANY:	Ascot Specialty Insurance Company
LIMIT OF LIABILITY:	\$ 9,000,000 Pollution Incident Limit \$ 9,000,000 Aggregate Limit
SELF INSURED RETENTION:	\$3,000,000 Aggregate of All Losses Incurred

2020 MEETING SCHEDULE:

2020 Meeting Schedule		
March 27, 2020	Princeton Marriot at Forrestal	9:00 am
June 3, 2020	Forsgate Country Club	10:50 am
September 2, 2020	Forsgate Country Club	10:50 am
October 21, 2020	Forsgate Country Club	10:50 am
November 18, 2020	Sheraton Hotel-Atlantic City	12:00 pm
January 6, 2021	Forsgate Country Club	10:50 am



Municipal Excess Liability Joint Insurance Fund

9 Campus Drive – Suite 216
 Parsippany, NJ 07054
Tel (201) 881-7632
Fax (201) 881-7633

Date: January 6, 2020

To: Fund Commissioners
 Professional Municipal Management Joint Insurance Fund

From: Commissioner Thomas Merchel

Subject: MEL January Report

Dennis Henry: Board adopted a Resolution honoring Dennis Henry, Fund Actuary. Mr. Henry was instrumental in helping the MEL and local affiliated JIFs in developing financial stability by budgeting appropriate funding for the risks faced by New Jersey public entities.

Richard Hirsh: Board presented outgoing Chairman and Secretary with engraved clocks expressing the MEL’s appreciation of their services. Executive Director thanked Mr. Hirsh for his leadership and engagement in the operations of the MEL. Executive Director said the MEL established a practice to rotate the Chair position every 2 years; result has been consistent and exceptional leadership since inception.

2020 Reorganization - The MEL conducted its 2020 Reorganization. The Board of Fund Commissioners held elections for officers and board members, noted below.

Chairman	1	Thomas Merchel	PMM Fund
Secretary	2	Joy Tozzi	Mid Jersey Fund
	3	Robert Law	Trico Fund
	4	Jon Rheinhardt	Morris Fund
	5	Charles Cuccia	South Bergen
	6	Richard Hirsh	Atlantic Fund
	7	Joseph Wolk	Camden Fund
	1	Joseph Catenaro	SubEssex Fund
	2	Thomas Nolan	Monmouth Fund
	3	Joseph D’Arco	NJSI
	4	Bernie Rutkowski	NJUA Fund
	5	Paul Tomasko	Bergen Fund
	6	John Clarke	NJPHA

7	Veronica Laureigh	Ocean Fund
	William Northgrave	Central Fund
	Megan Champney	Suburban Fund
	Kevin Davis	PAIC
	Meghan Jack	Burlco Fund
	Mark Antozzeski	First Responders Fund

2020 MEETING SCHEDULE:

2020 Meeting Schedule		
March 27, 2020 (Friday)	Princeton Marriott at Forrestal	9:00 am
June 3, 2020 (Wed)	Forsgate Country Club	11:15 am
September 2, 2020 (Wed)	Forsgate Country Club	11:15 am
October 21, 2020 (Wed)	Forsgate Country Club	11:15 am
November 18, 2020 (Wed)	Sheraton Hotel, Atlantic City	12:30 pm
January 6, 2021 (Wed)	Forsgate Country Club	11:15 am

2020 Standing Committees Chairpersons

Management Committee	Thomas Merchel
Marketing Committee	Richard Hirsch
Coverage Committee	Joy Tozzi
Investment Committee	Jon Rheinhardt
Legislative Committee	Charles Cuccia
Nominating Committee	Charles Cuccia
Safety & Education Committee	Bernard Rutkowski
Audit Committee	Jon Rheinhardt
Claims Review Committee	Richard Hirsh

Fund Commissioners and Risk Management Consultants are encouraged to volunteer on standing committees.

2020 Fund Professionals & Professional Service Agreements – The MEL board awarded professional service agreements in accordance with a fair and open process for Fund years 2018, 2019 & 2020. Resolution reflected professional fees for 2020 and for the term of the contract.

Purchase of Excess Insurance – The Board of Fund Commissioners adopted resolutions confirming the placement of excess coverage, in accordance with updated procedures. The MEL commercial carrier for excess workers’ compensation is Safety National, Brit is the excess liability and optional pol/epl carrier, Munich Reinsurance provides the optional excess liability and ACE provides the optional shared aggregate; Endurance American provides the non-owned aircraft and the commercial carrier for excess property and boiler/machinery is Zurich. Underwriting Manager said the MEL will continue in its review of deductible and

retention structure and noted that the property renewal is based on the MEL assuming a 10% coinsurance. Underwriting Manager also submitted renewal letter. Underwriting Manager said the commercial marketing is hardening and said the MEL carrier's were able to maintain capacity. Mr. Miola agreed and said Underwriting Manager did a great job with the renewal in light of market difficulty.

Underwriting Manager highlighted the MEL JIF's cyber security experience over the last two years and said the carrier renewed at a modest increase in premium and deductible relative to the JIFs' loss ratio.

Risk Management Plan - The Board of Fund Commissioners adopted the 2020 MEL Risk Management Plan. The plan has been amended to reflect excess rates and carriers for 2020.

Membership: The MEL and its affiliated local Joint Insurance Funds accepted eight new members as of January 1, 2020

Competitive Contracts - Professionals Services, Consulting and Software Firms: In June 2019, the Board adopted a resolution to procure professional services and/or software that was set to expire 12/31/19 for 1) Risk Management & Information System, 2) Management and Safety Training Consultant, 3) Marketing Consultant and 4) Marketing Manager.

Management Committee reviewed responses for Marketing Manager, Marketing Consultant and Risk Management Information Systems and recommends awarding to Princeton Communications, Acrisure and Origami, as reflected in the professional appointment resolution. MEL Safety & Education Committee respectively reviewed the Manager & Supervisory Training response and recommends awarding to LaMendola Associates, as reflected in the resolution. Summary of evaluations have been posted to the MEL's webpage.

The Board adopted resolutions awarded contracts as recommended.

Learning Management System: Board adopted a resolution authorizing the release of a competitive contract bid to procure this services for a 3-year term;

Annual Commissioner Retreat: The Board of Fund Commissioner's Annual Retreat has been scheduled for March 27, 2020 and will be held at the Princeton Marriott at Forrestal in Princeton NJ - beginning at 9:00 am. Registration and agenda will be distributed prior to the Retreat. Deputy Executive Director encouraged Commissioners to suggest topics to be addressed at the retreat.

Legislative Committee: The committee met on November 20, 2019; minutes of the meeting submitted to Board for information. Committee is scheduled to meet on February 13, 2020.

Safety & Education Committee: The committee met on December 13, 2019 (minutes distributed) and is scheduled to meet again on February 21, 2020

Cyber Task Force: This committee met on December 4, 2019; enclosed are the minutes for information. Task force is expected to work on a number of items during 2020.

Special Ad-Hoc Claims Minutes: Deputy Executive Director said the initial meeting of the Special Ad-Hoc Claims Committee was held on December 4, 2020 and was very well attended. Committee reviewed its mission, elected a Chair and reviewed claims handling and litigation management process; minutes of the meeting submitted for information.

Power of Collaboration: Copies of the latest in the series of “Power of Collaboration” ads that will appear in the League of Municipalities magazine was submitted. The first highlights the savings to MEL members and taxpayers since its inception (January Ad) and the second highlights the program to address the protection and safe treatment of minors (February Ad).

Claims Committee: The Claims Review Committee met on December 4, 2019 and is scheduled to meet immediately following today’s board meeting. Minutes of the December 4th meeting are enclosed under separate cover.

Fund Attorney: Fund Attorney provided the board with an overview of 2019 and noted it was a busy year, particular regarding legislative changes impacting members.

APPENDIX III
JIF CRIME POLICY

Policy #: [XXX]

JIF CRIME POLICY

COMMON POLICY CONDITIONS

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or is not covered.

The words “**you**” and “**your**” used throughout this policy refer to the **Member Entity** shown in the DECLARATIONS and to other persons and organization for whom insurance is provided under this policy. The words “**we**”, “**us**” and “**our**” refer to the **Joint Insurance Fund** providing this insurance shown in the DECLARATIONS.

Words and phrases in **bold** are defined in the policy.

A. CANCELLATION

Any cancellation of this policy is expressly subject to the requirements of the laws of the State of New Jersey and all rules and regulations adopted thereunder, including those regulations currently codified in N.J.A.C. 11:15-2 adopted by the New Jersey Commissioner of Insurance pursuant to the authority of N.J.S.A. 17:1-8.1, N.J.S.A. 17:1C-6 (e) and N.J.S.A. 40A:10-36 *et seq.* and as hereafter amended. This policy may be canceled by **you** by surrender hereof to **us** or any of **our** authorized agents and only in accordance with the requirements for withdrawal from the JIF as set forth in the aforesaid statutes, rules and regulations and the JIF's bylaws adopted thereunder. If **you** cancel, **your** liability for any further **Assessment** shall be computed in accordance with the aforesaid rules and regulations.

If **we** cancel, **we** shall mail to **you**, at the address shown in this policy, written notice stating when not less than 30 days thereafter such cancellation shall be effective. Subject to the aforesaid rules and regulations, this policy may also be canceled by not less than 10 days notice when the cancellation is being effected by reason of **your** nonpayment of **your Assessment**. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. If **we** cancel, earned **Assessment** shall be computed as provided in the aforesaid rules and regulations. **Assessment** adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned **Assessment** is not a condition of cancellation.

It is expressly recognized and agreed that **you** are required to be a member of the JIF as a condition of eligibility for this policy and that, in the event that **you** withdraw from or are terminated or expelled from the JIF, then this Coverage shall be canceled and terminated as of the effective date of **your** withdrawal, termination or expulsion. Any such withdrawal, termination or expulsion from the JIF shall be effectuated only in accordance with the JIF's bylaws and risk management plan as approved pursuant to the aforementioned authorizing statutes and rules and regulations.

B. ASSIGNMENT, CHANGES AND ENTIRE AGREEMENT

This policy contains all the agreements between **you** and **us** concerning the insurance afforded. The **Member Entity** shown in the DECLARATIONS is authorized on behalf of all insureds to agree with **us** on changes in the terms of this policy. No changes, modifications or assignment

Countersigned by:

[JIF] Executive Director

Policy #: [XXX]

of interest of this policy shall be effective except when made by a written endorsement to this policy which is signed by the Executive Director of the JIF. Additionally, notice to any agent or knowledge possessed by any agent or by another person shall not effect a waiver or a change in any part of this policy or estop the JIF from asserting any right under the terms of this policy. Only a waiver expressly made in writing by an authorized JIF representative shall effect a change of the terms, conditions, rights and obligations under this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward. We may do the same as to the books and records of any organization that is deemed to be insured under this policy.

D. INSPECTIONS AND SURVEYS

We have the right, but are not obligated to,:

1. make inspections and surveys at any time;
2. give you reports on the conditions we find; and
3. recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the Assessments to be charged. Such inspections are not safety inspections. We do not undertake any duty to provide for the health or safety of any person, and we do not represent or warrant that conditions:

1. are safe or healthful; or
2. comply with laws, regulations, codes or standards.

This CONDITION applies not only to us, but also to any rating, advisory, rate service or similar organization that makes insurance inspections, surveys, reports or recommendations on our behalf.

E. ASSESSMENTS

The Member Entity shown in the DECLARATIONS:

1. is responsible for the payment of all Assessments; and
2. will be the payee for any return Assessments we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent.

H. DUTIES IN THE EVENT OF LOSS

1. Discovery of Loss

Discovery of loss by the Insured occurs when the risk manager, general counsel, business administrator or Chief Financial Officer/Treasurer or an official of the Insured first becomes aware of facts, which would cause a reasonable person to believe that a loss potentially covered by this policy has been or will be incurred, even though the exact amount or details of the loss may not then be known.

Subject to the terms and conditions of the policy, the JIF will pay the Insured for covered loss resulting directly from acts committed prior to the effective date of termination or cancellation of this policy (except when cancellation is due to non-payment of premium), which is discovered by the Insured during the policy period or

Countersigned by:

[JIF] Executive Director

Policy #: [XXX]

within one year after the effective date of such termination or cancellation; provided, however, the one year extended period set forth herein to discover loss immediately terminates upon the effective date of any other fidelity and crime insurance obtained by the **Insured**.

2. Report to Law Enforcement

If **you** have reason to believe that any loss involves a violation of law, **you** must promptly report all details of the loss to the local law enforcement authorities and, when advised by law enforcement to do so, the Federal Bureau of Investigations.

3. Notification & Proof of Loss

Upon **your** discovery of loss or of a fact(s) which would cause a reasonable person to believe that such fact(s) would give rise to a loss, the **Member Entity** shall, on behalf of all **Insureds**:

- a. promptly give written notice to the **JIF** of such loss or fact(s) at the address stated in Item ___ of the Declarations, but not later than 60 days after discovery of the loss or fact(s);
- b. submit to examination under oath at **our** request and give **us** a signed statement of **your** answers;
- c. give **us** a detailed, sworn proof of loss within 120 days;
;
- d. provide all requested information and documents to **Us**; and
- e. cooperate with **Us** in all matters pertaining to the investigation and settlement of any loss or related claim..

If the loss is alleged to have been caused by the **Dishonesty** of any **Employee(s)**, and **you** are unable to identify the specific **Employee(s)** causing such loss, **you** shall nevertheless have the benefit of this policy, provided that the evidence submitted to **Us** reasonably proves that the loss was in fact due to the **Dishonesty** of **Your Employee(s)**.

4. Settlement of Loss

The **JIF** may, with the **Insured's** consent, settle any claim with the owner of such **Assets** comprising a loss. Any **Assets** for which **we** have made indemnification and any property that we pay for or replace shall become **Ours**.

5. Basis of Valuation

Subject to the applicable Limit(s) of Insurance, in no event shall the **JIF** be liable for more than:

- a. **Securities**: the actual cash value of **Securities** at the close of business on the day the loss was discovered, or the actual cost of replacing the **Securities** plus the cost to post any required loss instrument bonds, whichever is less,;
- b. **Money**: the face value of **Money**. If a foreign **Money** (not of the United States of America) is involved in a loss sustained by **you**, then for the purpose of any required calculation in the settlement of the claim, the rate of exchange shall be the rate as published in the Wall Street Journal on the date of discovery;
- c. **Reproduction of Books, Records and Data**: the cost of blank books, blank pages or other materials, plus the cost of labor and computer time for the actual transcription or copying of data maintained in any format or medium in order to reproduce books, records and data;

Countersigned by:

[JIF] Executive Director

JIF Crime Policy: Fund Year [YEAR]

Page [X] of [XXX]

Policy #: [XXX]

- d. Inventory: the selling price of inventory held for sale or the cost of the inventory, plus 5%, whichever is less;
- e. Value of Services Provided by You: the actual cost to you of providing such services; or
- f. All other **Assets**: the replacement cost of **Assets** at the time of loss, or the actual cost of repairing the **Assets**, whichever is less, without deduction for depreciation. The replacement cost of other **Assets** if held by the **Insured** as a pledge, or as collateral for an advance or a loan, shall be considered not to exceed the value of the other **Assets** as determined and recorded by you when making the advance or loan, or in the absence of a record, the unpaid portion of the advance or loan, plus accrued interest at legal rates. If the lost or damaged **Assets** are not repaired or replaced, then the **Assets** will be valued on an actual cash value basis.

6. Agent Theft Obligation

It shall be a condition precedent to our obligation to pay any amount for **Agent Theft** that the **Insured** shall exhaust all remedies against the **Agent** and any other responsible parties and first be paid under all such **Agent's** contracts, indemnities or insurance, then our liability for **Agent Theft** shall be only the excess over the amount of such contracts, indemnities or insurance.

I. COMMON POLICY DEFINITIONS

The following Definitions shall apply to the coverage afforded by all Coverage Sections made a part of this policy:

- 1. **Agent** means a natural person, entity, firm, company, organization or association duly authorized by written contract to hold **Money** or **Securities** for the **Insured**.
- 2. **Agent Theft** means loss of **Money** or **Securities** resulting directly from **Theft** by an **Agent** in excess of the amount of the **Agent's** contracted indemnity obligation and any other insurance, bond or security applicable to the **Agent**.
- 3. **Assets** means **Money**, **Securities** or other tangible property owned by the **Insured** or held by the **Insured**, whether pursuant to a written contract or not. **Assets** do not include income, interest or dividends that was not in fact earned or that potentially could have been earned by the **Insured** on such **Money**, **Securities** or other tangible property.
Assets also means **Client Property**.
- 4. **Client** means an entity, firm, company, organization, association or individual for which the **Insured** provides goods or services pursuant to a written contract.
- 5. **Client Property** means **Money**, **Securities** or other tangible property:
 - a. owned or leased by your **Client**; or
 - b. that your **Client** holds for others, whether or not your **Client** is legally liable for the loss of such property;

Countersigned by:

[JIF] Executive Director

Policy #: [XXX]

6. **Computer Fraud** means the unlawful taking of **Assets** under the direct or indirect control of a **Computer System** by means of:
 - a. the fraudulent accessing of such **Computer System**;
 - b. the insertion of fraudulent data or instructions into such **Computer System**; or
 - c. the fraudulent alteration of data, programs or routines in such **Computer System**.
7. **Computer System** means computer hardware, software, firmware and data stored thereon, which are linked together in any way, including network infrastructure, input, output, processing, storage and off-line media libraries. **Computer System** shall also include those written policies and procedures applicable to the security of a computer network.
8. **Consultant** means a natural person professional consultant under contract, either directly or through such **Consultant's** company or firm, with the **Insured** to provide solely expert or professional advice regarding the improved operation of the **Insured's** business ("**Consulting Services**"). **Consultant** shall not mean any individual or entity providing professional services, including but not limited to legal or accounting services, to the **Insured**, in whole or in part, other than **Consulting Services**.
9. **Counterfeit Paper Currency** means an imitation of a paper currency in actual use as a medium of exchange, and which is intended to deceive.
10. **Deductible** means that amount shown as deductible on the Declarations Page of this policy.
11. **Dishonesty** means the **Theft** by an **Employee** of the **Insured** acting alone or in collusion with others.
12. **Employee** means any natural person:
 - a. while in **your** service, and the first 90 days following termination (unless such termination is due to **Theft** or any other **Dishonesty** committed by the **Employee**);
 - b. whom **you** compensate directly by salary, wages or commissions; and
 - c. whom **you** have the right to direct and control in the performance of services for **you**; as respects **Client Property**, whom **you** have the right to direct and control in the performance of services for **your Client** at **your** direction.

Employee also means any natural person:

 - d. employed by an employment contractor while that person is subject to **your** direction and control, and while performing services for **you**, excluding such person while having care and custody of **Assets** outside the **Premises**;
 - e. while performing services for **you** that are usual to the duties of the **Employee**, whether or not compensated;
 - f. while acting as a fund solicitor during any fundraising campaigns, whether or not compensated;
 - g. while performing services for **you** as the chairman or member of any committee, whether or not compensated;

Countersigned by:

[JIF] Executive Director

JIF Crime Policy: Fund Year [YEAR]

Page [X] of [XXX]

Policy #: [XXX]

- h. who is **your** director or trustee, while acting as a member of any of **your** elected or appointed committees to perform on **your** behalf specifically, as distinguished from general directorial acts;
- i. who is **your** Officer or Official, whether or not compensated, and whether or not performing duties usual to an **Employee**;
- j. who is a former **Employee**, director or trustee retained as a **consultant** while performing services for **you**;
- k. who is a student intern or guest intern pursuing studies or duties in any of **your Premises**;
- l. who is a trustee, officer, **Employee**, administrator or manager, except an administrator who is an independent contractor, of any Employee Benefit Plan insured under this policy;
- m. who is **your** director or trustee while handling **Assets** of any Employee Benefit Plan insured under this policy; and
- n. part-time and temporary **Employees** of the **Insured**.

Employee does not mean any:

- a. **Agent**, broker, factor, commission merchant, consignee, or independent contractor who performs services for the **Insured**;
- b. trustee, except while performing acts falling within the scope of the usual duties of an **Employee**;
- c. any person covered under the MEL Excess Crime Policy, Coverage Parts II and III;
- d. any natural person holding a position, which is required by New Jersey laws and statutes to be individually bonded, including, but not limited to, Treasurer, Tax Collector, Library Treasurer, Utilities Collector, Magistrate, Judge, Court Administrator, Court Clerk, and Chief Financial Officer who handles monies as part of their responsibilities for **you** that normally would be handled by other positions (such as Treasurer or Tax Collector).

13. **Financial Institution** means:

- a. a banking, savings or thrift institution; or
 - b. a stockbroker, mutual fund, liquid assets fund or similar investment institution;
- at which the **Insured** maintains a **Transfer Account**.

14. **Financial Instrument** means any check, draft, promissory note, bill of exchange, or similar written promise, order or direction to pay a sum certain in **Money**; provided, however, **Financial Instrument** shall not mean any written instructions to a **Financial Institution** to debit a **Transfer Account** and to transfer, pay or deliver **Funds** from said **Transfer Account** through an electronic funds transfer system.

15. **Forgery** means the unauthorized signing of another person's name upon, counterfeiting of or alteration of any **Financial Instrument** made or drawn by, upon, to the order of or for the benefit of the **Insured**. Additionally, mechanically or electronically reproduced signatures are treated the same as handwritten signatures.

16. **Funds** means a credit balance in a **Transfer Account** maintained by the **Insured** at a **Financial Institution**.

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17. **Funds Transfer Fraud** means fraudulent instructions issued to a **Financial Institution** to debit a **Transfer Account** and to transfer, pay or deliver **Funds** from said **Transfer Account** which instructions purport to have been duly issued by the **Insured** or by a person duly authorized by the **Insured** to issue such instructions but which have been fraudulently transmitted, issued, forged or altered by another.
18. **Impairment** means the:
 - a. actual destruction or disappearance of **Money** or **Securities** owned or held by the **Insured**; or
 - b. the wrongful abstraction of **Assets** resulting directly from **Theft** by any natural person other than an **Employee**.
19. **Insured** means:
 - a. the **Member Entity**;
 - b. the **Member Entity's** governing body, departments, units, commissions, or boards operating by you or under your jurisdiction and included within your fiscal budget on file with the Department of Community Affairs;
 - c. **Employees**;
 - d. any of the following approved for coverage by the JIF Executive Committee and listed by endorsement in this policy:
 - i. Special Improvement District or Business Improvement District;
 - ii. Fire District, non-profit First Aid Squad or Fire Company;
 - iii. any other governmental entity constituted as separate from the **Member Entity**, including any parking authority, transit authority, utility authority, board of education, college, airport authority, port authority, natural gas supplier, or housing authority.
20. **Loss of Assets** means the direct deprivation of the **Insured** of **Assets** resulting directly from **Agent Theft, Computer Fraud, Dishonesty, Forgery, Funds Transfer Fraud, Impairment, Social Engineering, Online Vendor or Non-Payment of Money Order/Counterfeit Paper Currency** that occurred prior to the date of termination or cancellation of this policy.
21. **Messenger** means:
 - a. the **Insured**;
 - b. any **Employee** who is duly authorized by the **Insured** to have the care and custody of the insured property outside the **Premises**; and
 - c. any armored motor vehicle company under contract with the **Insured** to transport the insured property outside the **Premises**, but solely while transporting **Assets** of the **Insured** outside of the **Premises**.
22. **Money** means:
 - a. currency, coins, bank notes and bullion in current use and having a face value; and
 - b. traveler's checks, registered checks and money orders held for sale to the public.
23. **Money Order** means any post office or express money order.
24. **Non-Payment of Money Order/Counterfeit Paper Currency** means the acceptance of any **Counterfeit Paper Currency** or a **Money Order** in good faith, in exchange for

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merchandise, **Money** or services, and in the event of acceptance of a **Money Order**, where the **Money Order** has also been issued or is purported to have been issued by any post office or express company, if such **Money Order** is not paid upon presentation.

25. **Online Vendor** means a third-party online registration service, including, but not limited to, online registration services for **Member Entity**-hosted event admissions.
26. **Premises** means the interior portion of any enclosed building occupied by **you** in conducting **your** business, including the office of the registrar or transfer agent.
27. **Securities** means all negotiable and non-negotiable instruments or contracts representing either money or property and includes revenue and other stamps in current use, tokens and tickets, and evidence of debt issued in connection with credit or charge cards which cards are not issued to you, but does not include **Money**.
28. **Social Engineering** means an electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction directing a financial institution to transfer, pay or deliver **Funds** from a **Transfer Account**, communicated by the **Insured** or the **Employee**, and based upon an instruction received and relied upon by the **Insured** or the **Employee**, which was transmitted by a person purporting to be a director, officer, partner, member, sole proprietor or other **Employee** of:
 - a. the **Insured**, who was authorized by the **Insured** to instruct another **Employee(s)** to transfer, pay or deliver **Funds**, or by an individual acting in collusion with such purported director, officer, partner, member, sole proprietor or other **Employee(s)**, but which was in fact fraudulently transmitted by someone else without the knowledge of the **Insured** or the **Employee**; or
 - b. a **Vendor** or **Client** of the **Insured**, or by an individual acting alone or in collusion with such purported director, officer or employee, but which was in fact fraudulently transmitted by someone else without the knowledge of the **Insured** or the employee; provided, however, **Social Engineering** shall not include any such instruction transmitted by an actual director, officer, partner, member, sole proprietor or employee of the **Vendor** or **Client** who was acting in collusion with any third party in submitting such instruction.
29. **Theft** means the unlawful taking to the deprivation of the **Insured** of **Assets** (other than any salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment). As respects **Client Property**, **Theft** also means the unlawful taking to the deprivation of **your Client** of **Client Property**.
30. **Transfer Account** means an account, maintained by the **Insured** at a **Financial Institution**, from which the **Insured** or the **Insured's** authorized representatives may cause the transfer, payment or delivery of **Funds** by means of any instructions.
31. **Vendor** means any entity, firm, company, organization, association or individual, which has a legitimate pre-existing arrangement or written agreement to provide goods or services to the **Insured**.

J. COMMON POLICY EXCLUSIONS

The coverage afforded by each Coverage Section made a part of this policy does not apply to:

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1. loss or damage caused by fire, other than loss of or damage to **Money, Securities, safes or vaults**;
2. loss resulting from **Theft** or any other fraudulent, dishonest or criminal act by the **Insured**, whether acting alone or in collusion with any other persons; however, this exclusion shall not apply to the Public Employee Dishonesty Coverage Section and loss to **Client Property**;
3. loss of potential income, including interest and dividends, of the **Insured, a Client** or any third party;
4. loss or damage arising out of war, whether or not declared, warlike action, civil war, insurrection, rebellion or revolution, or any act or condition incident to the foregoing;
5. loss resulting from the loss of or damage to manuscripts, books of account or records maintained in any format or medium; provided, however, this exclusion shall not apply to the cost of the manuscripts, books of account or records plus the cost of labor and computer time for the actual transcription or copying of data maintained in any format or medium in order to reproduce such manuscripts, books of account or records;
6. loss resulting from, arising out of, based upon, attributable to, related to, in connection with, or from, directly or indirectly, the loss of or damage to proprietary information, trade secrets, confidential processing methods, patents, service marks, trademarks, copyrights, or other confidential information or intellectual property of any kind or infringement of copyright, patent, service mark, trademark, trade secret or other intellectual property rights;
7. loss resulting from the surrendering of **Assets** away from the **Premises** or any other location resulting from a threat to do bodily harm to any person or damage to the **Premises** or **Assets** owned or held by the **Insured**; provided, however, this exclusion does not apply to loss resulting from **Impairment** while being conveyed by a **Messenger** when the **Insured** had no knowledge of any threat at the time of the incident;
8. loss, for which the proof of which is dependent solely upon a profit and loss computation or comparison, or a comparison of inventory records with an actual physical count; provided, however, where an **Employee** is involved, inventory records and actual physical count of inventory can be submitted as supporting documentation;
9. loss caused by any **Employee** from the time that an individual described in the Discovery of Loss section, not in collusion with the **Employee**, gains knowledge or information that the **Employee** has committed any **Theft** or fraudulent or dishonest act;
10. loss or damage to **Assets** while in the custody of any armored car company unless loss or damage is in excess of the amount recovered, recoverable or received by the **Insured** under:
 - a. the **Insured's** contract with the armored car company; and
 - b. any indemnity or insurance carried by the armored car company;
11. loss or damage resulting from **Impairment** of **Money** or **Securities** which benefits any party (other than the **Insured's** bank) acting in the capacity of a broker, factor,

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commission merchant, consignee, contractor or other agent or representative of the **Insured**, except an **Agent**;

12. loss or damage to other **Assets** while in the custody of any party other than the **Insured** or a **Messenger**;
13. the costs of defending any legal proceeding brought against the **Insured**, or the fees, costs or expenses incurred or paid by the **Insured** in prosecuting or defending any legal proceeding;
14. loss or damage resulting from nuclear reaction, nuclear radiation or radioactive contamination, or to any act or condition incident to any of the foregoing;
15. fines, penalties, consequential damages, punitive damages, expenses as a result of regularly scheduled recurring or routine regulatory examinations, or compliance activities or non-monetary relief, including without limitation, injunctive relief, or other equitable remedies of any type for which the **Insured** is legally liable.
16. loss that is a result of **your** failure to procure, require and/or obtain adequate insurance, bond or similar indemnity or financial instrument from a third party vendor, whether or not required by law, statute, ordinance or resolution; provided, however, this exclusion shall not apply to loss of **Assets** from the use of **Online Vendors**, subject to the **Limit of Insurance** for **Online Vendor** in the Declarations of this policy.
17. loss that is an indirect or consequential result of any loss covered by this policy, including, but not limited to, payment of damages of any type for which **you** are legally liable and payment of costs, fees or other expenses **you** incur in establishing either the existence or the amount of loss under this policy, except where, under the Public Employee Dishonesty Coverage Section,

the cost to conduct an independent investigation of whether there was a loss was a requirement of a County or State agency.

In such case, **we** will pay for the costs, fees or other expenses **you** incur, not to exceed the **Limit of Insurance** for **Investigation Costs** stated in the Declarations of this policy. Such costs, fees or other expenses shall not include internal operating costs, internal fees or other internal expenses **you** incur.

18. resulting from seizure or destruction of property by order of governmental authority; and
19. loss resulting directly or indirectly from the:
 - a. **Theft**, disappearance or destruction of;
 - b. unauthorized access to;
 - c. unauthorized use or disclosure of; or
 - d. failure to protect any;confidential, non-public, personal or personally identifiable information that any person or entity has a duty to protect under any law, rule or regulation, any agreement or any industry guideline or standard.

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K. LIMITS OF INSURANCE

Any payment under this policy for a covered loss shall not reduce our liability for other covered loss arising from unrelated acts, except as noted in the Declarations. The maximum liability of the JIF for any single loss shall not exceed the applicable Limit of Insurance amount stated in the Declarations. The Limit of Insurance shall be reduced by the Deductible amount stated in the Declarations.

The Limit of Insurance stated in the Declarations for a Coverage Section shall be the maximum liability of the JIF for all loss arising from a single act or series of related acts under such Coverage Section. In the event a loss triggers coverage under multiple Coverage Sections and all such Coverage Sections are subject to equal Limits of Insurance, then the most we will pay for all loss arising from any single act or series of related acts shall be an amount equal to one such Limit of Insurance regardless of the Coverage Sections under which payment is made. In the event a loss triggers coverage under multiple Coverage Sections that are subject to Limits of Insurance that are not equal, then the most we will pay for all loss arising from any single act or series of related acts shall be an amount equal to the highest applicable Limit of Insurance set forth in the Declarations for such Coverage Sections; provided, however, the lower applicable Limit(s) of Insurance for such Coverage Sections shall serve as a Sublimit(s) of Insurance for loss covered under the respective Coverage Section(s), and such Sublimit(s) of Insurance shall be part of, and not in addition to, the Limit of Insurance applicable to all loss arising from such single act or series of related acts.

Regardless of the number of years this policy is in force and the number of claims paid, our Limit of Insurance specified in the Declarations shall not be cumulative over multiple policy periods.

L. DEDUCTIBLES

Any payment for covered loss covered under this policy will be less the deductible amount set forth in the Declarations for the applicable Coverage Section.

L. OTHER INSURANCE

This policy does not apply to loss recoverable or recovered under other insurance or indemnity; however, subject to all of the terms, conditions and **Limits of Insurance** of this policy, if prior or other available insurance or indemnity is insufficient to cover the entire amount of the loss, then this insurance will apply to that part of the loss not covered by such prior or other available insurance or indemnity, other than any amount falling within the deductible or retention of such prior or other available insurance or indemnity. If the amount of any deductible or retention of such prior or other available insurance or indemnity is less than the **Deductible** of this policy, than the loss covered under this policy will be reduced by the amount of any deductible or retention amount applied to loss under such prior or other available insurance or indemnity. If the amount of any deductible or retention actually applied to loss under such prior or other available insurance or indemnity is greater than the **Deductible** amount under this policy, then no **Deductible** shall apply to the amount of loss under this policy. The **Limit of Insurance** for loss under this condition shall be the lesser of the **Limit of Insurance** of this policy or the limit of such prior or other available insurance or indemnity.

The deductible amounts stated in the Declarations are separate deductibles applicable to each Coverage Section. The application of a deductible to loss covered under one Coverage Section shall not reduce the deductible under any other Coverage Section. In the event a loss triggers coverage under multiple Coverage Sections, then as to such loss the highest applicable

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deductible set forth in the Declarations for such Coverage Sections shall be deemed the deductible applicable to all loss arising from a single act or series of related acts.

M. TERRITORY

This policy shall apply to loss incurred by an **Insured** anywhere in the world, unless prohibited by law.

N. SUBROGATION

In the event of any payment under this policy, **we** shall be subrogated to the extent of the payment to all of **your** rights of recovery. **You** shall execute all papers required and shall do everything necessary to secure and preserve those rights, including the execution of the documents necessary to enable **us** to effectively bring suit in **your** name. **You** shall do nothing after discovery of loss to prejudice the rights of recovery.

N. RECOVERIES

Recoveries (except from sureties, insurance, reinsurance or indemnity), less the actual cost of recovery, made after settlement of a covered loss will be distributed as follows:

1. First, **you** shall be reimbursed for covered loss exceeding the applicable **Limit of Insurance and Deductible**;
2. Second, **we** shall be reimbursed for the settlement made; and
3. Third, **you** shall be reimbursed for covered loss equal to the applicable **Deductible**.

Recoveries shall not include recovery from:

1. insurance or other indemnity taken for **our** benefit; or
2. **Securities** after duplicates of them have been issued.

O. JOINT INSURED

If more than one **Insured** is covered under this policy, the **Member Entity** shall act for itself and for every other **Insured** for all purposes of this policy. If any **Insured** or official of that **Insured** has knowledge of any information relevant to this policy, that knowledge is considered knowledge of every **Insured**. An **Employee** of any **Insured** is considered to be an **Employee** of every **Insured**. If this policy or any of its coverage sections is cancelled or terminated as to any **Insured**, loss sustained by such **Insured** is subject to coverage only if discovered no later than one year from the effective date of cancellation or termination. **We** will not pay more for loss sustained by more than one **Insured** than the amount **we** would pay if all the loss had been sustained by one **Insured**.

P. ACTION AGAINST THE JIF

You cannot bring an action against the **JIF**:

1. unless **you** have complied with all the terms of this insurance;
2. until 90 days after **you** have filed proof of loss with **us**; and
3. unless brought within 2 years from the date **you** discover the loss.

Q. HEADINGS

The headings of the various clauses and paragraphs of this policy and endorsements, if any, attached to this policy, are inserted solely for convenience or reference and are not to be deemed in any way to limit or expand the provisions to which they relate, and are not part of this policy.

R. CONSOLIDATION/MERGER

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If through consolidation or merger with, or purchase of assets of, some other entity any additional persons become **Employees** or you acquire the use and control of any additional **premises**, any insurance afforded for **Employees** or **Premises** also applies to those additional **Employees** and **Premises**, but only if you:

1. give us written notice within 90 days following the effective date of such consolidation, merger or purchase; and
2. pay us the additional **Assessment** due for such consolidation, merger or purchase.

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JIF CRIME POLICY

LOSS OF ASSETS COVERAGE SECTION

1. INSURING AGREEMENT

The following Insuring Agreement shall apply only to the coverage afforded by this Loss of Assets Coverage Section:

Subject to all terms and conditions of the policy, the JIF will indemnify the **Insured** for the **Loss of Assets**, less any applicable **Deductible**, resulting directly from **Agent Theft, Computer Fraud, Dishonesty, Forgery, Funds Transfer Fraud, Impairment, Social Engineering, Theft by an Online Vendor or Non-Payment of Money Order/Counterfeit Paper Currency**, which is first discovered by the **Insured** pursuant to the **Discovery of Loss** provision of this policy.

2. EXCLUSIONS

Solely with respect to the coverage afforded by this Loss of Assets Coverage Section, coverage also does not apply to:

- a. loss or damage resulting from **Impairment** or **Computer Fraud** arising out of the giving or surrendering of **Assets** in any exchange or purchase, whether legitimate or fraudulent; provided however, this exclusion shall not apply to loss resulting directly from **Social Engineering**;
- b. loss resulting from **Impairment** or **Computer Fraud** which induces the **Insured** to make any purchase or sale, whether legitimate or fraudulent; provided, however, this exclusion shall not apply to loss resulting directly from **Social Engineering**;
- c. loss caused by **Forgery** or the alteration of **Assets** received by the **Insured** in purported payment for property or services sold and delivered on credit;
- d. loss or damage resulting from **Impairment** of other tangible property within the **Premises**, while the **Premises** are not open for business, except other tangible property found within a safe, vault, cash box, locked cash drawer or cash register;
- e. loss of computer time or use due to **Computer Fraud**;
- f. loss or damage resulting from **Funds Transfer Fraud** caused by a **Financial Institution**, or any electronic funds transfer system, or electronic data processor, except to the extent that it is excess of any indemnity or other insurance, bond or security provided for the benefit of customers of any of the aforesaid;
- g. loss resulting directly or indirectly from any authorized or unauthorized trading of **Assets**, whether or not in the name of the **Insured** and whether or not in a genuine or fictitious account; provided, however, this exclusion shall not apply to the amount of improper financial gain to the **Employee** caused by **Dishonesty**;
- h. loss caused by any **Agent** from the time the **Insured** or any owner, partner or officer not in collusion with the **Agent** shall have knowledge or information that the **Agent** has committed any **Agent Theft**, or fraudulent or dishonest act;

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- i. loss or damage resulting from **Credit Card Forgery**.
- j. loss resulting from **Theft by an Online Vendor** within the limits of any other contractual indemnity, insurance, bond or security that applies.

All other terms and conditions remain unchanged.

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JIF CRIME POLICY

CREDIT CARD FORGERY COVERAGE SECTION

1. INSURING AGREEMENT

The following Insuring Agreement shall apply only to the coverage afforded by this Credit Card Forgery Coverage Section:

Subject to all terms and conditions of the policy, the JIF will indemnify the **Insured** for **Credit Card Forgery Loss**, less any applicable **Deductible**, resulting directly from **Credit Card Forgery**, which is first discovered by the **Insured** pursuant to the Discovery of Loss provision of this policy.

2. DEFINITIONS

Solely with respect to the coverage afforded by this Credit Card Forgery Coverage Section, the following additional Definitions shall apply:

- a. **Credit Card Forgery** means the unauthorized signing of another person's name upon or alteration of, on or in any written instrument required in conjunction with any credit card transaction involving a corporate credit card on the **Member Entity's** account and duly issued by a third party to the **Insured**, an **Employee**, or an **Employee's** spouse or child permanently residing with such **Employee**.
- b. **Credit Card Forgery Loss** means the direct deprivation of the **Insured** resulting directly from **Credit Card Forgery**.

3. EXCLUSIONS

Solely with respect to the coverage afforded by this Credit Card Forgery Coverage Section, coverage also does not apply to:

- a. loss or damage resulting from **Agent Theft, Computer Fraud, Social Engineering, Forgery, Funds Transfer Fraud, Impairment, or Non-Payment of Money Order/Counterfeit Paper Currency**.
- b. loss caused by the **Forgery** or alteration of **Assets** received by the **Insured** in purported payment for property sold and delivered on credit;
- c. loss in conjunction with any credit card issued by an **Insured**; or
- d. loss resulting directly or indirectly from any authorized or unauthorized trading of **Assets**, whether or not in the name of the **Insured**, and whether or not in a genuine or fictitious account.

4. SPECIAL CONDITIONS

Solely with respect to the coverage afforded by this Credit Card Forgery Coverage Section, as a condition precedent to the recovery of **Credit Card Forgery Loss**, you are required to:

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- a. produce the instrument or an affidavit from the **Insured** or the **Insured's** bank stating the amount and cause of such **Credit Card Forgery Loss**;
- b. have fully complied with all conditions and terms under which the credit card was issued; and
- c. produce the document or communication from the **Insured** providing the **Employee** with indemnity for any **Credit Card Forgery Loss** sustained in connection with any credit card duly issued to such **Employee's** spouse and/or children, which document or communication shall be dated prior to the date of a **Credit Card Forgery** in order for coverage to apply under this Coverage Section to any **Credit Card Forgery Loss** resulting from such **Credit Card Forgery**.

All other terms and conditions remain unchanged.

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JIF CRIME POLICY

LOSS OF EMPLOYEE BENEFIT PLAN ASSETS COVERAGE SECTION

1. **INSURING AGREEMENT**

The following Insuring Agreement shall apply only to the coverage afforded by this Loss of Employee Benefit Plan Assets Coverage Section:

Subject to all terms and conditions of the policy, the JIF will indemnify the Insured for first-party Loss of Employee Benefit Plan Assets sustained by an Employee Benefit Plan, less any applicable Deductible, which is first discovered by the Insured pursuant to the Discovery of Loss provision of this policy, except to the extent modified below.

2. **DEFINITIONS**

Solely with respect to the coverage afforded by this Loss of Employee Benefit Plan Assets Coverage Section, the following additional Definitions apply:

- a. **Employee Benefit Plan** means the employee benefit plan(s) shown in an endorsement attached to this policy.
- b. **Employee Benefit Plan Assets** means Assets received, handled, administered or otherwise in the custody and control of fiduciaries or administrators of an Employee Benefit Plan.
- c. **Insured** shall also include an Employee Benefit Plan.
- d. **Loss of Employee Benefit Plan Assets** means the wrongful taking of Employee Benefit Plan Assets resulting solely and directly from the fraud or dishonesty of plan fiduciaries or administrators acting alone or in connivance with others as required by the provisions of 29 USC 1112. Loss of Employee Benefit Plan Assets shall not include defense costs or liability of the Insured from any claims, suits, actions, lawsuits or administrative, regulatory or legal proceedings.

3. **SPECIAL CONDITIONS**

Solely with respect to the coverage afforded by this Loss of Employee Benefit Plan Assets Coverage Section, the following special conditions shall apply to the recovery of Loss of Employee Benefit Plan Assets:

- a. If any Employee Benefit Plan(s) is insured under this Coverage Section jointly with any other entity, the Insured or the plan administrator must select a limit of insurance for this Coverage Section that is sufficient to provide a limit of insurance for each Employee Benefit Plan that is at least equal to that required if each Employee Benefit Plan were separately insured.
- b. If two or more Employee Benefit Plans are insured under this Coverage Section, any payment we make for covered Loss of Employee Benefit Plan Assets sustained by two or more Employee Benefit Plans, or of commingled

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Employee Benefit Plan Assets of two or more **Employee Benefit Plans** that arises out of the same loss, is to be shared by such **Employee Benefit Plans** in the proportion that the limit of insurance required for each **Employee Benefit Plan** bears to the total of those limits.

- c. Coverage as is afforded under this Coverage Section is limited to the first-party **Loss of Employee Benefit Plan Assets** sustained by an **Employee Benefit Plan** and shall not include defense costs or liability of the **Insured** from any claims, suits, actions, lawsuits or administrative, regulatory or legal proceedings.
- d. The **Limit of Insurance** shown in the Declarations for **Loss of Employee Benefit Plan** is the most **we** will pay for all loss arising from a single act or series of related acts, regardless of the number of **Insureds**, claims made or suits brought, or persons or organizations making claims or bringing suits.
- e. The discovery period for any loss sustained by an **Employee Benefit Plan** will be one year following the earlier of cancellation or termination of this policy or of such **Employee Benefit Plan** (except where cancellation of this policy is due to non-payment of premium, and in which event, the discovery period expires upon the date of cancellation).
- f. In the event of payment on account of **Loss of Employee Benefit Plan Assets**, **we** shall be subrogated to the extent of such payment to all of the rights of recovery of the **Employee Benefit Plan**, plan administrators and plan fiduciaries, including, but not limited to such rights:
 - i. against other **Insureds** for restitution or disgorgement of ill-gotten gains;
 - ii. against any other applicable insurance or indemnity; and
 - iii. as provided by any indemnification agreement provided by any third party for its acts and the acts of its employees.

If any limitation set forth in this Coverage Section is prohibited by law, such limitation is amended so as to equal the minimum limitation permitted under such law.

All other terms and conditions remain unchanged.

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JIF CRIME POLICY

PUBLIC EMPLOYEE DISHONESTY COVERAGE SECTION

1. INSURING AGREEMENT

The following Insuring Agreement shall apply only to the coverage afforded by this Public Employee Dishonesty Coverage Section:

Subject to all terms and conditions of the policy, the JIF will indemnify the Insured for **Public Employee Dishonesty Loss** resulting directly from **Public Employee Dishonesty**, which is first discovered by the Insured pursuant to the Discovery of Loss provision of this policy.

2. DEFINITIONS

Solely with respect to the coverage afforded by this Public Employee Dishonesty Coverage Section, the following additional Definitions apply:

a. **Public Employee Dishonesty** means dishonest acts committed by an **Employee**, whether identified or not, acting alone or in collusion with other persons with the manifest intent to:

- i. cause you to sustain loss; and
- ii. obtain financial benefit (other than **Employee** benefits earned in the normal course of employment);

for such **Employee** or any person or organization intended by the **Employee** to receive such benefit.

b. **Public Employee Dishonesty Loss** means **Loss of Assets** resulting directly from **Public Employee Dishonesty**.

c. **Loss of Assets** is amended to include loss resulting directly from **Public Employee Dishonesty**.

3. EXCLUSIONS

Solely with respect to the coverage afforded by this Public Employee Dishonesty Coverage Section, coverage also does not apply to:

a. loss caused by any **Employee** of yours, or predecessor in interest of ours, for whom similar prior insurance has been canceled and not reinstated since the most recent cancellation;

b. damages for which you are legally liable as a result of the:

i. deprivation or violation of the civil rights of any person by an **Employee**;
or

ii. tortious conduct of an **Employee**, except conversion of property of other parties held by you in any capacity;

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- c. loss caused by a Magistrate, Judge, Court Administrator or Clerk; provided, however, this exclusion does not apply to any of the other **Employees** of the municipal court;
- d. loss caused by a Municipal Treasurer, Treasurer, Tax Collector, Library Treasurer, Utilities Collector, Chief Financial Officer that performs the duties of a Treasurer or Tax Collector, or any other position required by statute to be bonded.

4. CANCELLATION

Solely with respect to the coverage afforded by this Public Employee Dishonesty Coverage Section, the following additional Cancellation provisions apply:

This insurance is cancelled as to any **Employee**:

- a. immediately upon discovery by **you** or any official or **Employee** authorized to manage, govern or control **your Employees**, of any act on the part of an **Employee**, whether before or after becoming employed by **you**, which would constitute a loss under the terms of this Coverage Section; and
- b. for all other cancellations, on the date specified in a notice mailed to **you**.

This insurance is for **your** sole benefit. No legal proceeding of any kind to recover on account of loss under this Coverage Section may be brought by anyone other than **you**.

Countersigned by:

[JIF] Executive Director

JIF Crime Policy: Fund Year [YEAR]

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JIF CRIME POLICY

ENDORSEMENT SCHEDULE OF EMPLOYEE BENEFIT PLANS

It is agreed that the definition of **Employee Benefit Plan** in the Loss of Employee Benefit Plan Assets Coverage Section of this policy means the **Employee Benefit Plan(s)** shown in the schedule below:

#	Name of Plan
1	Any Employee Benefit Plan sponsored by the Member Entity now existing or hereafter created or acquired and required to be bonded under the Employee Retirement Income Security Act (ERISA) of 1974, and any amendments thereto.

All other terms and conditions remain unchanged.

Countersigned by:

[JIF] Executive Director

JIF Crime Policy: Fund Year [YEAR]

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Policy #: [XXX]

JIF CRIME POLICY

ENDORSEMENT SCHEDULE OF INSUREDS

It is agreed that the definition of **Insured** in the **COMMON POLICY DEFINITIONS** of this policy means the **Insured(s)** shown in the schedule below:

#	Insured	Address	Effective Date
1			

Countersigned by:

[JIF] Executive Director

JIF Crime Policy: Fund Year [YEAR]

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Policy #: [XXX]

JIF CRIME POLICY

ENDORSEMENT SCHEDULE OF ADDITIONAL INSURED(S) / MORTGAGEES

It is agreed that the definition of Insured in the **COMMON POLICY DEFINITIONS** of this policy means the **Additional Insured(s)** shown in the schedule below:

#	Insured	Address	Effective Date
1	Any legal entity, as its interests may appear, which is subject to a written contract requiring such status prior to any loss.		

Countersigned by:

[JIF] Executive Director

JIF Crime Policy: Fund Year [YEAR]

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