



**TOWNSHIP OF WINFIELD RESOLUTION 22-10
COUNTY OF UNION, STATE OF NEW JERSEY
PUBLIC ALLIANCE INSURANCE COVERAGE FUND
INDEMNITY AND TRUST RENEWAL AGREEMENT**

THIS AGREEMENT, made this 18TH day of January, 2022, in the County of Union, State of New Jersey, by and between the Public Alliance Insurance Coverage Fund, hereinafter referred to as "**Fund**", and the Governing Body of **Winfield Township**, hereinafter referred to as "**Public Entity**"; and

WHEREAS, the **Fund** seeks to provide its members with insurance coverage; and


WHEREAS, two or more public entities have collectively formed a joint insurance fund as is authorized and described in N.J.S.A. 40A:10-36 *et. seq.* and the regulations promulgated pursuant thereto; and

WHEREAS, the **Public Entity** has resolved to renew said membership.


NOW, THEREFORE, it is agreed as follows:

1. The **Public Entity** hereby renews its membership in the **Fund** for a one (1) year, beginning January 1, 2022 and ending January 1, 2023 at 12:01 a.m. eastern standard time.
2. The **Public Entity** hereby ratifies and reaffirms the bylaws and other organizational and operational documents of the **Fund** and as from time to time amended and altered by the **Fund** and/or Department of Banking and Insurance in accordance with the applicable statutes and regulations as if each and every one of said documents were executed contemporaneously herewith.
3. The **Public Entity** agrees to be a participating member of the **Fund** for the period herein provided for and to comply with all of the rules and regulations and obligations associated with said membership.
4. The **Public Entity** agrees that as a member of the Public Alliance Insurance Coverage Fund the **Public Entity** must purchase all types of coverages offered by the **Fund** which are applicable to the **Public Entity**.
5. In consideration of renewal of membership in the **Fund**, the **Public Entity** agrees that for those types of insurance in which it participates, the **Public Entity** shall jointly and severally assume and discharge the liability of each and every member of the **Fund** all of whom, as a condition of membership in the **Fund**, shall execute a verbatim counterpart to this Agreement. By execution hereof the full faith and credit of the **Public Entity** is pledged to the punctual payment of any sums which shall become due to the **Fund** in accordance with the bylaws thereof, this Agreement or any applicable statute or regulation.
6. If the **Fund**, in the enforcement of any part of this Agreement, shall incur necessary expense or become obligated to pay attorney's fees and/or court costs, the **Public Entity** agrees to reimburse the **Fund** for all such reasonable expenses, fees and costs on demand.
7. The **Public Entity** and the **Fund** agree that the **Fund** shall hold all monies paid by the **Public Entity** to the **Fund** as fiduciaries for the benefit of **Fund** claimants all in accordance with applicable statutes and/or regulations.
8. The **Fund** shall establish and maintain Trust Accounts in accordance with N.J.A.C. 11:15-2.13 and such other statutes and regulations as may be applicable.
9. Each **Public Entity** that becomes a member of the **Fund** shall be obligated to execute this Agreement.
10. The Fund Commissioner designated in the Resolution to Renew Membership is hereby authorized to execute the Agreement to renew membership.

Dated: January 18, 2022

	MOTIONED	SECONDED	AYES	NAYS	ABSENT	ABSTAIN
 MAYOR ROBERT F. REILLY			✓			
COMMISSIONER ADAM D. KOOMER	✓		✓			
COMMISSIONER JOESPH P. BYRNE			✓	✓		

I hereby certify that the above Resolution was adopted by the Township Committee of the Township of Winfield at a meeting held on January 18, 2022


 Melanie Slowik, Acting Township Clerk