



**TOWNSHIP OF WINFIELD RESOLUTION 23-07  
COUNTY OF UNION, STATE OF NEW JERSEY  
PUBLIC ALLIANCE INSURANCE COVERAGE FUND  
INDEMNITY AND TRUST RENEWAL AGREEMENT**

**THIS AGREEMENT**, made this 17<sup>TH</sup> day of January, 2023, 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, 2023 and ending January 1, 2024 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 17, 2023**

	MOVED	SECONDED	AYES	NAYS	ABSENT	ABSTAIN
						
MAYOR ADAM D. KOOMER			✓			
COMM. JOSEPH P. BYRNE	✓		✓			
COMM. ROBERT F. REILLY		✓	✓			

I hereby certify that the above Resolution was adopted by the Township Committee of the Township of Winfield at a meeting held on January 17, 2023.

  
 Melanie Slowik, Acting Twp. Clerk