

**Monmouth County Municipal Joint Insurance Fund
Agreement Pertaining to Endorsement of Application for
Membership in Joint Insurance Funds**

BETWEEN _____ and the _____ of
municipal corporation of the State of New Jersey, having its principal offices located at
in the municipality of _____ in the County of Monmouth and
State of New Jersey (hereinafter) referred to as "The Municipality" and the FIRST AID SQUAD
NO. _____, a First Aid Squad organized under the laws of the State of New Jersey, having
its offices located at _____ hereinafter referred to as "The First Aid
Squad");

WITNESSETH;

WHEREAS, The _____ is a member of the Monmouth County
Municipal Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Fund; and

WHEREAS, FIRST AID SQUAD NO. _____ desires to participate in the aforesaid
joint insurance funds; and

WHEREAS, under the rules and regulations of the aforesaid excess joint insurance
funds, the MUNICIPALITY must endorse the application of a First Aid Squad which desires to
participate in the joint insurance funds and must agree to assume responsibility for the financial
obligations of such a First Aid Squad; and

WHEREAS, the MUNICIPALITY finds that the participation of First Aid Squads in the
joint insurance funds would be advantageous to the taxpayers of the municipality due to the
resulting cost savings to the First Aid Squad, and further finds that the respective obligations of
the First Aid Squad should be set forth in a written agreement; and

WHEREAS, the MUNICIPALITY is willing to sponsor the membership of FIRST AID
SQUAD NO. _____, and to assume responsibility to the joint insurance funds for the
financial obligations of the First Aid Squad, subject to certain terms and conditions which
are set forth herein;

NOW, THEREFORE, be it agreed by and between the parties hereto as follows:

1. **Endorsement of Application for Membership.** The MUNICIPALITY hereby
agrees to endorse the application of the First Aid Squad for membership in the
Monmouth County Municipal Joint Insurance Fund and the Municipal Excess
Liability Joint Insurance Fund of which the MUNICIPALITY is a member. It is
understood and agreed by the parties that in order to endorse the aforesaid
application, the MUNICIPALITY must enter into an Agreement with the aforesaid
joint insurance funds to assume responsibility for the financial obligations of the First
Aid Squad as a member of the aforesaid funds.

2. **First Aid Squad to Hold Harmless.** The First Aid Squad agrees to indemnify and hold harmless the MUNICIPALITY from any and all claims, actions, losses, expenses, premiums, fees, assessments, and any other financial obligation arising out of, or related to in any way, the First Aid Squad's membership in either the Monmouth County Municipal Joint Insurance Fund or the Municipal Excess Liability Joint Insurance Fund. The First Aid Squad shall reimburse the MUNICIPALITY for the cost of defending any action or lawsuit brought against the MUNICIPALITY which arises out of, or relates in any way, to the membership of the First Aid Squad in the aforesaid joint insurance funds.
3. **Financial Responsibility.** The First Aid Squad understands and agrees that if it is accepted as a member of the Monmouth County Municipal Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Fund it will incur expenses for insurance premiums and other charges and assessments which may be levied by the aforesaid funds. The obligation to pay such premiums, charges and assessments is solely that of the First Aid Squad and the First Aid Squad understands and agrees that by its endorsement of the First Aid Squad's application for membership, the MUNICIPALITY assumes no responsibility for the payment of any such costs.
4. **Reimbursement to Through Tax Levies.** Should either of the aforesaid joint insurance funds notify the MUNICIPALITY of a failure by the First Aid Squad to pay any charge, premium or assessment, and should such moneys remain unpaid thirty (30) days after the MUNICIPALITY serves a written demand upon the First Aid Squad to pay such monies to the joint insurance fund or funds, the MUNICIPALITY may make payment of the amount due to either of the aforesaid joint insurance funds. In the event of such payment, the MUNICIPALITY shall be entitled to retain a like amount from monies collected on behalf of the First Aid Squad by the levying of taxes by the MUNICIPALITY which are next due and payable to the First Aid Squad.
5. **Disputed Claims.** The right of the MUNICIPALITY to retain moneys to reimburse it for charges, fees or assessments paid on behalf of the First Aid Squad to either of the aforesaid joint insurance funds shall not be subject to, or effected in any way by any dispute between the First Aid Squad and either of the aforesaid joint insurance funds with respect to the nature or amount of such monies alleged to be due to the joint insurance funds. The MUNICIPALITY shall have the absolute right to make payments to either joint insurance fund should the First Aid Squad fail to do so, and to obtain reimbursement for such payments in the manner set forth in paragraph 4 herein, although the MUNICIPALITY may, at its option, assist in the resolution of any such dispute between the First Aid Squad and either joint insurance fund.
6. **Entire Agreement.** This writing contains the entire agreement and understandings of the parties with respect to the matters set forth herein. No amendment, alteration or modification of this agreement shall have any effect unless it is set forth in writing and executed in the same fashion as this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day of _____, 201 .

ATTEST:

MUNCIPALITY

ATTEST:

FIRST AID SQUAD
