

**DIPLOMA JOINT INSURANCE FUND  
INDEMNITY AND TRUST RENEWAL AGREEMENT**

**THIS AGREEMENT**, made this 29 day of June, 2022, in the County of Union, State of New Jersey, by and between the Diploma Joint Insurance Fund, hereinafter referred to as "**Fund**", and the Governing Body of the Union County Educational Services Commission, hereinafter referred to as "**Educational Facility**";

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

**WHEREAS**, two or more educational facilities have collectively formed a joint insurance fund as is authorized and described in N.J.S.A. 18A:18B-1 *et. seq.* and the regulations promulgated pursuant thereto; and

**WHEREAS**, the **Educational Facility** is currently a member of said **Fund**; and

**WHEREAS**, the **Educational Facility** has resolved to renew said membership;

**NOW, THEREFORE**, it is agreed as follows:

1. The **Educational Facility** hereby renews its membership in the **Fund** for a three (3) year period, beginning July 1, 2022, and ending July 1, 2025 at 12:01 a.m. eastern standard time.
2. The **Educational Facility** agrees to participate in the **Fund** with respect to the types of insurance stated in the Renewal of Membership Resolution.
3. The **Educational Facility** hereby ratifies and reaffirms the bylaws and other organizational and operational documents of the **Fund** and as from time to time amended 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 re-executed contemporaneously herewith.
4. The **Educational Facility** 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.
5. In consideration of renewal of membership in the **Fund**, the **Educational Facility** agrees that for those types of insurance in which it participates, the **Educational Facility** 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 **Educational Facility** 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 **Educational Facility** agrees to reimburse the **Fund** for all such reasonable expenses, fees and costs on demand.
7. The **Educational Facility** and the **Fund** agree that the **Fund** shall hold all monies paid by the **Educational Facility** 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.S.A. 18A:18B-1 *et. seq.* and such other statutes and regulations as may be applicable.
9. The Business Official designated in the Resolution to Renew Membership is hereby authorized to execute the Agreement to renew membership.

By: \_\_\_\_\_  
**Union County Educational Services Commission**  
Authorized Signature

By: \_\_\_\_\_  
Chairperson, Diploma Joint Insurance Fund