

2022-2023 Renewal Packet
Risk Management
Cooperative of Texas



RISK MANAGEMENT COOPERATIVE of TEXAS



108 WILD BASIN ROAD, SUITE 100 - AUSTIN, TEXAS 78746

PHONE (254) 485-9633 FAX (512) 519-2461 EMAIL sbarnett@RMCoT.com WEB www.RMCoT.com

July 15, 2022

ERA ISD ATTN: Dr. Shannon Luis, Superintendent 108 Hargrove St Era, TX 76238

Re: 2022-2023 RMC Renewal Quote

Dear Superintendent,

Enclosed you will find the terms for participation in the Risk Management Cooperative of Texas (RMC) program effective September 1, 2022, through August 31, 2023. The RMC and its Board of Directors remain committed to the success of this program and, along with our key partners and members, continue to look for ways to improve terms and conditions and manage costs in this marketplace, while still ensuring that Members are appropriately protected. As we reach the midpoint of 2022, the market remains hard and, as you will see, is having an impact on the District's pricing.

- * Replacement Cost Appraisal Program In a hard property market, carriers scrutinize schedules of values and question buildings that are undervalued. RMC began the process in the 2020-2021 year of having all Member buildings over \$1 million appraised. This process has continued through the 2021-2022 year with each district new to RMC being appraised. Appraisals will continue into the 2022-2023 year as new Members join the organization and the rotation of existing Members continues.
- * Current Inflation As you can read in the article, "Construction Inflation & Property Insurance" in the News section of our webpage (www.RMCoT.com), construction costs are skyrocketing. As a result of this, one effort of the market to minimize this effect is to require organizations to increase property values. Therefore, you will see that the total insured value (TIV) of your district has increased by approximately 5% and should be reflected on the district's renewal quote. This was a stipulation of the market before they would offer reinsurance. Please be patient with us as we transition these values into the RMC Portal.

- * Data Collection and Member Portal Each Member District has access to the online RMC Portal where information can be shared between Member Districts and RMC staff. We are continuing to perfect this system in order to provide a user-friendly platform where data can be collected and shared in order to more efficiently provide accessibility to the Member District's schedules of values and renewal documents and to compile renewal exposure information.
- * Memorandum of Coverage (MOC) Clarifications The margin clause has been lowered from 125% to 115%. The margin clause stipulates the most the carrier will pay above the Member reported values in the event of a loss. Because of the appraisal process that is taking place each year, this should not be an issue.
- * Interlocal Cooperation Agreement You should find an updated Interlocal Cooperation Agreement included in this renewal packet. The RMC Board of Directors amended the document on May 25, 2022, so we will need the appropriate district representative to sign, date, and return this document to Keri Barnett at kbarnett@RMCoT.com as soon as possible. This new document becomes effective on September 1, 2022, with the start of the new fiscal year of RMC.

Included in this renewal packet are a Market Conditions Report, the 2022-2023 Member District Pricing, and the amended Interlocal Cooperation Agreement. Please review these documents in their entirety and let the RMC staff know if you have any questions or would like to discuss the renewal quote further.

In order to accept this renewal quote, please sign, date, and return both the renewal quote documents and the Interlocal Cooperation Agreement to Keri Barnett at kbarnett@RMCoT.com.

As always, the staff of RMC is dedicated to providing its Member Districts a quality program, and we appreciate the continued loyalty and commitment to Risk Management Cooperative of Texas. We look forward to the opportunity to work with you in the coming year.

Sincerely,

Shaun Barnett, Ed.D

Shaur Brenett

Executive Director, RMC of Texas

MARKET REPORT 2022

What we've seen through the first quarter of 2022

Overall

- Companies faced a challenging insurance market overall from 2019 through Q1 2022. Clients faced years of substantial rate increases, capacity issues and difficulties obtaining coverage.
- For a number of years, many carriers failed to get rate increases that could keep pace with what they paid out in losses. As loss costs trended upward, pricing surged.
- The complicating factors of social inflation, storm losses and general inflation continue to be on carriers' minds and continue to impact the overall market.

<u>Property</u>

 Last year was another record-breaking year for weather-driven losses, with the Texas storm Uri creating substantial losses that were not wellmodeled or -predicted in the industry. These less modeled and unmodeled risks continued to plague the Property marketplace. clients' statements
of value,
demanding that values
be raised.

- Carriers pushed for increased valuations but fell short of outright requiring them. They did, however, require clients to address existing third-party engineering recommendations.
- Valuation has always been important in the Property market, but occasionally in prior years, carriers
 were willing to accept values that rolled over year-to-year. Now, carriers scrutinize their clients'
 statements of value, demanding that values be raised. For clients that resist increasing valuations,
 carriers either won't consider that client for coverage, they'll charge more, or restrict coverage to what
 the client is reporting on the statement of values.
- Non-modeled weather events are becoming more severe and frequent which is adding uncertainty in

...social inflation, storm losses and general inflation... to impact the overall market.

pricing in the property market. While the first quarter of 2022 has been relatively benign, underwriters concerned about non-modeled losses may be looking to change terms and conditions, either through higher deductibles or limiting coverage.

Liability

- Carriers faced a number of escalating challenges that drove up claim costs, including social inflation – the trend of rising insurance costs as a result of increased litigation, plaintiff-friendly judgments and "nuclear" jury awards—as well as increased storm activity and pandemic-related losses. Ultimately, pandemic losses did not live up to carriers' worst-case scenarios.
- Emerging plaintiff attorneys continue to bring cases targeting smaller companies, including smaller market cap drops.
- With the rise in inflation, auto claim costs are more expensive than ever.
- Labor shortages mean that repairs take longer than before and have been worsened by shortages of replacement parts.
- We expect to see third-party litigation continue to drive up claim costs and prices in the coming years.

Cyber Security

- We expect to see close scrutiny of cybersecurity measures and cyber insurance as it relates to D&O concerns, impact from the pandemic and related threats to business health, or any contributor to economic uncertainty.
- Ransomware attacks continued to ravage the bottom lines of both their victims and insurance carriers. In fact, during the first six months of 2021, \$590 million were paid in ransom payments, as opposed to \$416 million paid in all of 2020. 1
- The hard market trend that began in 2020 continued to intensify throughout 2021 and into 2022 as the risks in specific industry sectors became subject to greater underwriting scrutiny and increased premiums.

The top 25% of companies saw

Cyber rate increases of 83.3% in Q1 2022.

¹ Cohn, Carolyn. "Insurers Cut Their Appetite for Cyber Cover as Ransomware Losses Mount," Insurance Journal, November 19, 2021.

Coverage Definitions

Auto Liability

Coverage in the event of bodily injury or property damage arising out of the ownership, maintenance or use of an insured automobile.

Hired Automobile Liability

Coverage for autos which are leased, hired, rented or borrowed for use in the named insured's business.

Non-Owned Auto Liability

Coverage for autos owned by the insured's employees, when in use for the named insured's business.

Auto Physical Damage

Coverage in the event an insured's automobile is damaged, destroyed, or lost through fire, theft, vandalism, malicious mischief, collision, or windstorm.

Boiler & Machinery (Equipment Breakdown)

Covers damage caused by the malfunction or breakdown of boilers, and a vast array of other equipment including air conditioners, heating, electrical, telephone, and computer systems. The policy also provides jurisdictional inspections as required by local/state ordinance.

Crime

Coverage provided for the loss of money, securities and other property resulting from theft committed by an employee acting alone or in collusion with others.

Educators Legal Liability

Coverage provides protection for an employer against claims made by employees, former employees, or potential employees. It covers discrimination (age, sex, race, disability, etc.), wrongful termination of employment, sexual harassment, and other employment-related allegations.

General Liability

Coverage against damages for bodily injury or property damages to a third party, for which the insured is legally responsible.

Law Enforcement Liability

Provides coverage for bodily injury, personal injury or property damage that results from law enforcement activities or operations and is caused by a wrongful act while conducting those activities or operations.

Property Coverage

Coverage to protect the insured's buildings, property and contents from covered loss perils.

Cyber/Privacy Liability Data Breach Coverage

Coverage to protect the member district from cyber & privacy liability, breach notification costs, cyber-crime, multimedia liability, technology errors & omissions.

Not all terms and coverage noted within this definition document may be afforded to your insurance program. Please refer to your policy for all coverages, terms and conditions afforded to your specific program.



RISK MANAGEMENT COOPERATIVE OF TEXAS RENEWAL QUOTE 2022-2023



ERA ISD

ATTN: Dr. Shannon Luis, Superintendent RMC Policy No: Renewal Quote

108 Hargrove St

July 15, 2022

Era, TX 76238

Coverage Period: 9/1/2022 to 8/31/2023

Total Insured Value \$24,694,210

Coverages Property (Replacement Cost)			Limits		Deductibles		Contributions	
						\$	107,152	
-Includes Buildings, Personal Proper	ty, Auxiliary Structures	5						
Windstorm and Hail		\$	100,000,000		1%			
Deductible is Per Building, Per Occurrence,		Subj	ject to Minimum of	\$	50,000			
All Other Perils	Per Occurrence	\$	100,000,000	\$	10,000			
Flood	Per Occurrence	\$	25,000,000	\$	100,000			
Earth Movement	Per Occurrence	\$	25,000,000	\$	100,000			
Boiler and Machinery		\$	100,000,000	\$	5,000	\$	552	
Automobile						\$	9,414	
Auto Liability								
	Per Person	\$	1,000,000	\$	1,000			
	Per Occurrence	\$	1,000,000	\$	1,000			
	Property Damage	\$	1,000,000	\$	1,000			
Auto Physical Damage								
Comprehen	sive / Collision - Auto			\$	1,000			
Comprehensive / Collision - Bus				\$	2,500			
Wind / Hail - 5 or more vehicles per occurrence - Auto				\$	2,500			
Wind / Hail - 5 or more vehicles per occurrence - Bus				\$	5,000			
General Liability				\$	2,500	\$	2,707	
	Per Occurrence	\$	1,000,000					
	Annual Aggregate	\$	2,000,000					
Employee Benefits Liability	Per Claim			\$	2,500			
Law Enforcement Liability	Per Occurrence			\$	10,000			
Sexual Abuse and Molestation	Per Claim			\$	10,000			
Educators' (School Board) Legal Liability						\$	2,622	
	Per Claim	\$	1,000,000	\$	5,000			
	Annual Aggregate	\$	2,000,000					
Crime		\$	1,000,000	\$	2,500	\$	1,091	
Cyber Liability		\$	1,000,000	\$	5,000	\$	3,478	

RISK MANAGEMENT COOPERATIVE OF TEXAS RENEWAL QUOTE 2022-2023



RMC Policy No: Renewal Quote

ERA ISD
ATTN: Dr. Shannon Luis, Superintendent
108 Hargrove St
Era, TX 76238

Coverage Period: 9/1/2022 to 8/31/2023

TOTAL CONTRIBUTION DUE

\$ 127,016

July 15, 2022

By signing below, I hereby confirm that

- *I am authorized to accept this Proposal on behalf of the District;
- *I have reviewed the 2022-2023 RMC Property and Casualty Coverage Proposal for my district and the Interlocal Cooperation Agreement, and I agree to all terms and conditions;
- *I understand that the invoice, coverage declarations page, and auto identification card will be housed in the RMC Portal as soon as possible after my acceptance of this Proposal;
- * I understand that it is the responsibility of the district to keep the district schedules of values current in the RMC Portal; and
- *I understand that payment will be due on or before September 20, 2022.

Accepted by:	Date:	

To accept coverage, please

* Sign and return by email to Keri Barnett at kbarnett@RMCoT.com

Full contribution amount will be due to RMC on or before September 20, 2022. Please feel free to contact Keri Barnett at kbarnett@RMCoT.com or your Risk Management

Cooperative Field Service Representative if you have any questions.

RISK MANAGEMENT COOPERATIVE of TEXAS Interlocal Cooperation Agreement

As last amended by the RMC Board of Directors on May 25, 2022

The Texas Schools Property Casualty Cooperative Intergovernmental Risk COOP (hereinafter referred to as the "TSP&C") was created by action of the TSP&C's Board by resolution duly adopted on the 3 day of September 2003. TSP&C was subsequently endorsed by the Texas Rural Education Association. The name was subsequently changed to the Texas Rural Education Association Intergovernmental Risk Management Cooperative. The relationship with Texas Rural Education Association was subsequently terminated by mutual agreement effective December 1, 2021. The name was subsequently changed to Risk Management Cooperative of Texas (hereinafter "RMC"). RMC is an administrative agency of cooperating local governments pursuant to the Interlocal Cooperation Act (Act), Chapter 791, Texas Government Code; Chapter 504, Texas Labor Code; Section 22.005 of the Texas Education Code; Chapter 172, Texas Local Government Code; Section 2259.001, et seq., Texas Government Code; Texas Labor Code, Title 4, Subtitle A; and an organizational interlocal agreement or agreements and a participating interlocal agreement or agreements (Agreement or Agreements) between participating local governments (RMC Members) to supervise the performance of governmental functions and services.

This Amended and Restated Interlocal ("Interlocal Cooperation Agreement" is dated as of May 25, 2022. This Interlocal Cooperation Agreement is entered into between the RMC and a combination of local governmental units ("Members") to establish a self-insurance fund to provide worker's compensation, property, liability, automobile, loss control, claims administration services. RMC is not insurance, but rather is a shared risk and limit cooperative program intended to be a nonprofit contractual mechanism by which, through interlocal agreements with other local governments, RMC Members may collectively or individually provide self-funded risks and/or benefits.

WITNESSETH:

WHEREAS, applicable Texas law allows for local governments to contract with other local governments and public entities to provide administrative functions; and

WHEREAS, applicable Texas law allows for local governments or an entity acting on behalf of a local government to establish a self-insurance fund to protect the local government; and

WHEREAS, each Member, as a public school district, public college district, charter school, or education service center, or charter school which is a unit of local government and is able to enter into this interlocal cooperation agreement;

NOW, THEREFORE, in consideration of the payment of contributions, the agreement of other Members to similar terms and conditions, and RMC performing services as outlined in this contract, all parties do hereby agree to all terms and conditions of this Agreement as follows:



1. Term:

The initial term of this agreement (also referred to as the "Coverage Period") is one year from the effective date stated below with automatic one-year renewals at rates to be determined by the RMC unless terminated according to the termination provisions in this agreement. If a local governmental unit were to join RMC during the middle of the Coverage Period such Member's Contribution will be adjusted pro-rata and that Member's initial Term will be for the remainder of that Coverage Period plus the following Coverage Period.

2. <u>Coverage:</u>

Each Member will be provided with a Memorandum of Coverage (MOC) and applicable Coverage Forms evidencing the coverage(s) to be afforded under this Agreement, and the Member agrees to abide by the provisions of the MOC, and any amendments or endorsements agreed to by the Board.

3. Contributions:

The Member agrees to pay, when due, the contributions required based upon rating methodology approved by the RMC Board, and shall pay interest to RMC on past due contributions at the rate of 10% per annum.

4. Bylaws:

Members agree to abide by the Bylaws of RMC, as amended from time to time.

5. Member Services:

The RMC Board is authorized by the Members to enter in contracts to provide services to RMC and its Members. These services include, but are not limited to: claims administration, underwriting and administration, loss control, actuarial, utilization review, marketing, and reinsurance placement.

6. Excess Insurance:

The RMC Board is authorized to purchase excess insurance and aggregate excess insurance, or reinsurance, for the RMC Memorandum of Coverage (MOC). The amount and attachments of excess insurance or reinsurance shall be determined by the RMC Board.

7. <u>Governance:</u>

RMC shall be governed by a board in accordance with the Bylaws.

8. Administration of Claims:

The RMC or its designee agrees to administer all claims for which Member has coverage after Member provides timely written notice to the RMC. Member hereby authorizes the RMC or its designee to act in all matters pertaining to handling of claims for which Member has coverage pursuant to this Agreement. Member expressly agrees that the RMC has sole authority in all matters pertaining to the administration of claims and grants the RMC or its designee full decision-making authority in all matters, including without limitation,



discussions with claimants and their attorneys or other duly authorized representatives. Member further agrees to be fully cooperative in supplying any information reasonably requested by the RMC in the handling of claims. All decisions on individual claims shall be made by the RMC or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.

9. Fund Members Designation of Coordinator:

RMC Member agrees to designate an employee with appropriate authority as coordinator (Program Coordinator) for the Member on this Agreement. The Member's Program Coordinator shall have express authority to represent and to bind the Member, shall fully communicate with the RMC regarding RMC business, and shall not delegate this communication to a third party. The RMC will not be required to contact any other individual regarding matters arising from or related to this Agreement. The Member reserves the right to change its Program Coordinator as needed, by giving written notice to the RMC.

10. Risk Sharing Agreement:

This Agreement is a risk sharing and risk participation agreement and should not be construed to be a contract of insurance. If any ambiguity exists in this Agreement, including the Coverage and Contribution Summary or specific coverage document, the provision shall not be construed against the RMC as drafter of this Agreement. The RMC is not an insurance company nor is any member an insured. The RMC is a self-insured risk pool through which its members agree to share risk and actively participate in their contractual obligations to lessen risk and cost for all members. Any reference in this Agreement to an insurance term or concept is coincidental, is not intended to characterize the RMC as "insurance" as defined by law, shall be deemed to apply to self-insurance, and is not to be construed as being contrary to the self-insurance concept.

11. Appeals:

The Member shall have the right to appeal any written decision or recommendation to the RMC's Board of Trustees, and the Board's determination will be final. Any appeal shall be made in writing to the Board Chair within 30 days of the decision or recommendation.

12. Dispute Resolution:

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles that would require the application of the laws of another state. RMC retains its governmental immunity except to the extent it is waived by the legislature. The parties agree that the following adjudication procedures apply to any legal dispute, and that the Member's right to file suit against the RMC is contingent upon compliance with these procedures pursuant to Texas Local Government Code section 271.154:



- (A) Prior to filing suit, the Member must comply with all of its obligations under this Agreement and any specific Coverage Agreement including an appeal to the RMC Board as described by Section 12 of this Agreement. A good-faith appeal to the Board is a presuit adjudication procedure that is required before litigation by a Member against the RMC.
- (B) Prior to filing suit, the Member will participate in good faith in mediation in Travis County, Texas before a mediator approved by both parties; and
- (C) Any suit against the RMC must be brought in Travis County, Texas.

In the event of a lawsuit or formal adjudication between a Member and the RMC, the prevailing party is entitled to recover reasonable and necessary attorneys' fees.

13. <u>Waiver and Estoppel:</u>

No provision of this Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. Estoppel may not be asserted against either party so as to prevent that party from enforcing or insisting on the other party's compliance with any provision of this Agreement.

14. <u>Assignment:</u>

This Agreement or any duties or obligations imposed by this Agreement shall not be assignable by the Member without the prior written consent of the RMC. The Member shall not transfer any interest in RMC claim related payments to any third party, including, but not limited to litigation finance companies, attorneys, banks, public adjusters, architects, engineers, or contractors. Any action by the Member which grants or attempts to grant to any third party an interest in or control over any claim payment, including, but not limited to, the Member's entry into a contingent fee contract, will immediately suspend any obligation by the RMC to make any claim payment under this Agreement. The obligation of the RMC to make any such claim payments shall not be restored unless and until the Member provides the RMC with evidence reasonably satisfactory to the RMC that any such transfer or attempt to transfer an interest in or control over such claim payment to a third party has effectively been terminated.A

15. Notice:

Any written notice to RMC shall be made by certified mail delivered to the Risk Management Cooperative of Texas, at 108 Wild Basin Road Suite 100, Austin, Texas 78746, or at an address later designated by written notice by RMC to its Members.

Because time is of the essence for claim administration, and because these notice provisions are a material part of the bargained-for exchange between RMC and Member



for the issuance of the MOC, the Member agrees to abide by all of the following conditions for notice:

- (A) 365-day requirement. The Member must give notice to RMC of any Loss as soon as possible but in no event more than 365 days from the Occurrence;
- (B) Condition precedent. This notice requirement is a condition precedent for coverage; and
- (C) Material breach. Reporting any Loss more than 365 days after the date of the Occurrence is a substantial and material breach by the Member of the MOC. No coverage will be available to the Member if notice is late.

16. <u>Termination:</u>

By Member: A Member may terminate Membership in RMC by providing a notice of "termination of membership" via certified first-class mail delivery. This noticed must be received by RMC no later than 30 days prior to renewal date of the Coverage Period.

- i. If a Member fails to provide timely notice as stated in item 9, that Member shall be bound to the program for the <u>NEXT Coverage Period</u>, beginning on the effective date of the Coverage Period.
- ii. If a Member fails to meet the notice requirement, that Member will be assessed a one-time penalty in the amount of the annual Contribution for the <u>NEXT Coverage Period</u>, as determined by RMC.
- iii. RMC will determine if the required notice was met based upon the date that RMC actually received the notice, via certified first-class mail delivery, NOT THE DATE OF POSTAGE.

By RMC Board: A Member may be terminated by RMC under the following circumstances:

- i. Upon ten (10) days' notice by certified mail for non-payment of contributions by the Member. One hundred fifty (150) days minimum earned Contribution will apply for all costs with the exception of the excess property and equipment breakdown insurances, which will be fully earned at the beginning of the Coverage Period. All pro-rata Contributions are to be fully earned, regardless of the line of coverage.
- ii. Upon sixty (60) days' notice by certified mail for failure to comply with terms and conditions of this Interlocal Cooperation Agreement and Bylaws. One hundred fifty (150) days minimum earned Contribution will apply for all costs with the exception of the excess property and equipment breakdown insurances, which will be fully earned at the beginning of the Coverage Period. All pro-rata Contributions are to be fully earned, regardless of the line of coverage.



- iii. Upon sixty (60) days' notice by certified mail for failure to comply with any reasonable information requests made by RMC or recommendations made by loss control. One hundred fifty (150) days minimum earned Contribution will apply for all costs with the exception of the excess property and equipment breakdown insurances, which will be fully earned at the beginning of the Coverage Period. All pro-rata Contributions are to be fully earned, regardless of the line of coverage.
- iv. Upon sixty (60) days' notice by certified mail for a continued adverse loss experience developed by the Member as deemed excessive by the RMC Board. One hundred fifty (150) days minimum earned Contribution will apply for all costs with the exception of the excess property and equipment breakdown insurances, which will be fully earned at the beginning of the Coverage Period. All pro-rata Contributions are to be fully earned, regardless of the line of coverage.

Within a reasonable time after termination, RMC shall return to the terminated Member a pro rata refund of unearned contributions for the current year, after any audit adjustments or adjustments for additional contributions required by the bylaws. One hundred fifty (150) days minimum earned Contribution will apply for all costs with the exception of the excess property and equipment breakdown coverage, which will be fully earned at the beginning of the Coverage Period. Any unearned premium may be offset by unfunded liabilities contributed by losses from Members other than the terminated Member *only* if the assets of RMC are determined by an independent actuarial evaluation to be insufficient to pay all RMC ultimate incurred losses. In the event the assets of RMC are determined to be insufficient to pay all ultimate RMC incurred losses, the terminated Member agrees to accept upon the date of termination direct responsibility *only* for the unfunded portion of the losses contributed by the terminated Member.

17. Excess Contributions:

A Member who leaves RMC or is terminated hereby gives up any rights to any potential refunds of excess contributions for current and prior years. The RMC Board reserves the right to distribute any excess contributions paid by Members in the manner in which it sees fit.

18. <u>Designated Fund Member Representative:</u>

Each Member shall designate an individual to represent the Member at annual meetings with authorized voting rights on behalf of the Member. The designated RMC Member representative shall also serve as the person authorized to receive all correspondence and notices for RMC. Notice sent to the authorized representative shall constitute notice to the RMC Member.

19. Deductibles:

Each Member shall be responsible for the payment of all deductibles as outlined in their individual MOC and consistent with written proposals for coverage issued by RMC.



20. <u>Members will join RMC by notification to RMC, subject to the payment of their initial contribution.</u>

21. <u>Limit of Liability:</u>

The Members by this Agreement affirm that RMC is not insurance, but rather is a shared risk and limit cooperative program intended to be a nonprofit contractual mechanism by which, through interlocal agreements with other local governments, RMC Members may collectively or individually provide self-funded risks and/or benefits. Therefore, under no circumstances shall any Member's ultimate liability to RMC exceed the ultimate value of any unfunded liabilities contributed by covered losses from the Member during the life of RMC. In the event that RMC ceases to exist for any reason whatsoever, each Member shall accept direct responsibility only for any unfunded portion of the liabilities incurred by that Member.

WHEREFORE, the parties agree to be bound by this Agreement by signing below.

For the Member:			
Signature of Member's Authorized Official (Progra	am Coordinator	Date:	
Printed Name of Member's Authorized Official (Printed Name of Member's Authorized Official (Printed Name of Member)	rogram Coordin	ator)	
Entity			
For	RMC Use O	nly	
For RMC:			
Risk Management Cooperative of Texas			
By: Shaur Sainett Executive Director,	Date:	May 25, 2022	



Risk Management Cooperative of Texas