

**INTERLOCAL AGREEMENT  
Education Service Center Region 10**

**Contracting Parties**

**Education Service Center Region 10 (ESC Region 10)**

and

\_\_\_\_\_ **Independent School District (the "District")**

This agreement is effective \_\_\_\_\_ ("Effective Date") and shall remain in effect for the period beginning with the Effective Date and twelve (12) months thereafter ("Term"). This agreement shall continue unchanged for successive twelve month periods following the Term unless either party gives written notice to the other party of the intent to terminate prior to ninety (90) days before the end of the Term.

**Statement of Services to be Performed:** Provide a **457(b) FICA Alternative Plan ("Plan")** to the District through the ESC Region 10 FICA Alternative Plan and Trust.

Authority for such services is granted under sections 791.001 through 791.015 and 791.025 of the Local Government Code, V.T.C.A. as amended.

**Role of ESC Region 10**

1. Provide for the organizational and administrative structure of the program, including a Trust for investment of Plan funds, oversee the investments of the Trust, and provide a Plan document to the District.
2. Provide for an Investment Advisor to oversee the investments of the Plan and Trust and to accept fiduciary responsibility for the selection of the investments of the Plan and Trust.
3. Provide staff time necessary for efficient operation of the program.
4. Initiate and implement activities related to the vendor(s) selection process.
5. Facilitate the delivery of the services purchased.

**Role of the Member School District:**

1. Commit to participate in the program as indicated by an authorized signature in the appropriate space below.
2. Designate a contact person for the cooperative.
3. Commit to purchase the services designated herein when it is in the best interest of the District.
4. Accept the services from vendor(s) in accordance with standard procedures of the District.