

BOARD RESOLUTION
of

(Name of District)

TASB Benefits Cooperative

WHEREAS, the above-named Independent School District (“District”) intends to sponsor or make available employee benefits for its employees; and

WHEREAS, District desires to join the TASB Benefits Cooperative, administered by First Public, LLC, a subsidiary of the Texas Association of School Boards, Inc.; and

WHEREAS, District has reviewed the Interlocal Participation Agreement (“Agreement”) of the Benefits Cooperative and seeks to adopt such Agreement in order to become a member of, and participate in, the Benefits Cooperative; and

WHEREAS, the Board of Trustees of the above-named District has determined that it is in the best interest of the District to join the Benefits Cooperative in order to achieve efficiencies in the discharge of its personnel functions;

NOW, THEREFORE, BE IT RESOLVED:

1. That the Board of Trustees hereby adopts the above-referenced Agreement as presented, thereby becoming a member of the Benefits Cooperative; and

2. That the Board authorizes the Superintendent, or the Superintendent’s designee, to take any and all necessary and appropriate action to execute and carry out the foregoing, including entering into agreements with providers or vendors that are authorized through the Benefits Cooperative.

PASSED AND ADOPTED at a meeting of the Board as of the following date:

_____.

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

TASB BENEFITS COOPERATIVE

INTERLOCAL PARTICIPATION AGREEMENT

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Participation Agreement ("Agreement") is entered into by and between the TASB Benefits Cooperative ("Benefits Cooperative" or "Cooperative"), formerly the TASB Supplemental Employee Benefits Cooperative, and the undersigned local government ("you" or "your"). The Benefits Cooperative is an administrative agency of local governments ("Members") that cooperate in discharging administrative and governmental functions primarily related to employee benefits. The parties agree that it is a public purpose for public employers to provide benefits to their employees in order to attract and retain a competent workforce.

TERMS AND CONDITIONS

In consideration of the mutual covenants, conditions, and obligations contained in this Agreement, the parties agree as follows.

1. **Authority.** You hereby adopt the TASB Supplemental Employee Benefits Amended and Restated Agreement ("Underlying Agreement"), which became effective on October 1, 2012, establishing the Benefits Cooperative as an administrative agency under the Texas Interlocal Cooperation Act, and you agree to become an additional party to the Underlying Agreement, thus becoming a Member of the Cooperative. The Underlying Agreement is incorporated into this Agreement by reference and is available from the Cooperative upon request. Although the Texas Interlocal Cooperation Act provides the overarching basis for the Benefits Cooperative, the Cooperative and its programs and service offerings may operate pursuant to other statutes and laws, such as Section 271.101, *et seq.*, of the Texas Local Government Code, which authorizes the formation of a local purchasing cooperative organization.
2. **Program Participation.** This Agreement enables you to participate in any or all of the programs and service offerings that the Benefits Cooperative makes available to its Members from time to time.
 - (a) The Benefits Cooperative, through its designated administrator and other service providers, will make employee benefits available to the Members of the Cooperative, such as life, accidental death and dismemberment, disability, health, accident, and other personal lines of coverage. Benefits are intended for the employees of Members, including their dependents. Administrative services related to such benefits, such as Section 125 cafeteria plan administration, also may be offered. The Benefits Cooperative will use the collective bargaining power of its Members to obtain these benefits and services from qualified agents, brokers, consultants, carriers, third-party administrators, and other service providers.
 - (b) You recognize and agree that this Agreement alone does not extend employee benefits or services to your entity. Rather, this Agreement gives you access to the Benefits Cooperative's designated service providers for the various benefits and services made available through the Cooperative.
3. **Term.** The initial term of this Agreement shall commence as of the date that this Agreement has been executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of the Agreement.

4. **Termination.** This Agreement may be terminated as follows:
- (a) **By the Member.** You may terminate this Agreement by giving the Benefits Cooperative 30 days' prior written notice of termination. However, any termination by you shall not void or impair any existing contractual obligation, including payment requirements, under this Agreement relating to past performance, or any separate contract between you and a Benefits Cooperative service provider. A separate contract generally will not mean an "agreement to agree" or a non-recourse option to renew but generally means an existing letter of commitment, insurance policy, or other contractual obligation entered into under the authority of this Agreement or the Cooperative that has not been fully performed or terminated as permitted by that separate contract.
 - (b) **By the Benefits Cooperative.** The Benefits Cooperative may terminate this Agreement by giving you 30 days' prior written notice of termination. However, any termination by the Cooperative shall not void or impair any existing contractual obligation, including payment requirements, under this Agreement relating to past performance, or any separate contract between you and a Benefits Cooperative service provider as described in 4(a) above.
5. **Governance.** The Benefits Cooperative is governed by a Board of Trustees in accordance with its bylaws and written agreements. You agree to abide by the bylaws of the Benefits Cooperative, as they may be amended from time to time. The bylaws shall be construed in harmony with this Agreement and, in the event of any inconsistency, the provisions of this Agreement shall control. The bylaws are available upon request and any amendment shall not impair any existing contractual obligation between you and any Benefits Cooperative service provider.
6. **Administration.** The Benefits Cooperative may enter into contracts with other persons or entities, including nonprofit entities, for the administration, sponsorship or endorsement of services and programs offered by and through the Cooperative. In particular, the Benefits Cooperative has contracted with First Public, LLC as its administrator under the authority of Section 791.013 of the Texas Interlocal Cooperation Act. First Public, LLC is a wholly owned subsidiary of the Texas Association of School Boards, Inc. ("TASB") and operates on a nonprofit basis, providing services to school districts and other political subdivisions in order to lessen the burdens of government.
7. **Authorization to Participate.** You represent that your governing body has duly authorized your entity's participation in the Benefits Cooperative and that you will comply with state and local laws and policies pertaining to the procurement of employee benefits and related services through your membership in the Benefits Cooperative.
8. **Fiscal Responsibility.**
- (a) You are not responsible for the payment of any sum of money to the Benefits Cooperative, First Public, or any other service provider solely by reason of your execution of this Agreement. A payment obligation will only arise under the terms of a separate contractual agreement or transaction.
 - (b) You hereby acknowledge and represent that all payments, fees, and disbursements required for products or services obtained through this Agreement shall be made from your available current revenues.

9. **Coordinator.** You appoint your entity's chief executive officer (e.g., superintendent, city manager, etc.), or such person's designee (as evidenced in writing), to serve as coordinator for the programs and services in which your entity participates. The coordinator shall have authority to represent and bind your entity, and the Benefits Cooperative is not required to contact any other individual. You reserve the right to change the coordinator as desired by giving written notice to the Benefits Cooperative.
10. **Cooperation and Access.** You agree that you will cooperate and comply with any reasonable requests for information or records made by the Benefits Cooperative. You authorize the Cooperative to review any of your transactional records with the Cooperative or its service providers unless access is prohibited by law.
11. **Representation.** The Benefits Cooperative may initiate, defend against, or participate in any judicial, administrative, or other legal proceeding, including arbitration, mediation, or other form of alternative dispute resolution, concerning the Benefits Cooperative as an entity. Nothing in this Agreement creates a legal duty of the Benefits Cooperative to provide a defense or prosecute a claim; rather, the Benefits Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. Furthermore, nothing herein shall limit your right or preclude you from pursuing, either independently or in conjunction with the Benefits Cooperative, a claim against any service provider of employee benefits or related services.
12. **Disclaimer.** To the fullest extent authorized by law, it is agreed that the Benefits Cooperative (i) is not a guarantor of a third party service provider's performance, claims determinations, or solvency; (ii) bears no risk for the employee benefits obtained through this Agreement; and (iii) is not liable for any actions or failure on the part of any insurance carrier, agent, broker, or other insurance provider.
13. **Liability.** The parties agree as follows:
 - (a) Neither party waives any immunity from liability afforded under law.
 - (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages.
 - (c) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees that are equitable and just.
14. **Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and, to the extent not prohibited by law, venue for all disputes arising under this Agreement shall lie in Travis County, Texas. This provision does not govern or control the governing law or venue requirements applicable to your contractual arrangements with any provider of products or services obtained through the Benefits Cooperative.
15. **Entire Agreement.** Upon taking effect as provided for herein, this Agreement, together with the Underlying Agreement and Benefits Cooperative bylaws, represents the complete understanding between you and the Cooperative. The terms of this Agreement shall control and take precedence over all prior agreements; provided, however, that the terms of a prior agreement between you and the Benefits Cooperative will govern your participation in any existing contract for employee benefits.

16. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
17. **Amendment by Notice.** The Benefits Cooperative may amend this Agreement by providing you with written notice of the amendment at least 60 days before the date the amendment becomes effective. An amendment will apply prospectively and you will have the right to terminate this Agreement, in accordance with the terms and conditions hereof, before the effective date of the amendment. Any amendment by the Cooperative shall not impair any existing contract between you and a Benefits Cooperative service provider.
18. **Notice.** Unless otherwise provided in this Agreement, any notice required or provided under this Agreement by either party to the other will be in writing and sent by any means typically used in commerce, including: (i) first class mail, postage prepaid; (ii) overnight carrier service; or (iii) email, fax, or other electronic delivery.

Notice to the Benefits Cooperative shall be sufficient if made or addressed as follows:

By Mail or Delivery: First Public, LLC
 Attention: TASB Benefits Cooperative
 12007 Research Blvd.
 Austin, TX 78759

By Fax: 512-452-7842

By Email: employee.benefits@firstpublic.com

Notice to your entity shall be sufficient if addressed to your designated coordinator or your entity's chief executive officer at the address (including email address) of record on file with the Cooperative.

19. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement. Either party may rely upon a facsimile or imaged signature as if it were an original, and this Agreement may be executed in several separate counterparts, each of which shall constitute an original and all of which shall constitute one and the same instrument.

[Signatures on next page.]

WHEREFORE, the undersigned local government agrees to be bound by this Agreement.

Entity Name: _____

By: _____ Date: _____
Authorized Signature

Printed Name

Title

Accepted by the Administrator of the TASB Benefits Cooperative:

FIRST PUBLIC, LLC

By: _____ Date: _____
Authorized Signature

Printed Name

Title