

**BOARD RESOLUTION
COPPELL INDEPENDENT SCHOOL DISTRICT**

Supplemental Employee Benefits Program the Interlocal Cooperation Act

WHEREAS, the above-named Independent School District ("District") sponsors or makes available supplemental employee benefits for its employees; and

WHEREAS, District is either an initial party or a subsequent additional party to the Interlocal Agreement, dated August 27, 2007, for supplemental employee benefits ("Original Agreement") initially administered by the Texas Association of School Boards, Inc., and now administered by its subsidiary, First Public, LLC; and

WHEREAS, the District has considered the proposed Amended and Restated Interlocal Agreement, which creates an administrative agency under the Interlocal Cooperation Act (Texas Government Code, Chapter 791) and provides for the formation of a governing board; and

WHEREAS, the Board of Trustees of the above-named District has determined that it is in the best interest of the District to continue its participation in the supplemental employee benefits program as amended and restated, finding that the program enables the District to achieve efficiencies in the discharge of its personnel functions by joining with other local governmental entities to achieve a common purpose;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Trustees hereby adopts the Amended and Restated Interlocal Agreement ("Agreement") as presented.

2. 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 Agreement, including entering into agreements with providers or vendors that are authorized under the Agreement.

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

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

AMENDED RESTATED INTERLOCAL AGREEMENT
Supplemental Employee Benefits

This Amended and Restated Interlocal Agreement ("Agreement") is made pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, for the purpose of obtaining supplemental employee benefits.

A. RECITALS

WHEREAS, the original Interlocal Agreement ("Original Agreement") was entered into by two Texas school districts with an effective date of August 27, 2007, and over time other school districts or governmental entities became parties to that Original Agreement by executing an additional party addendum; and

WHEREAS, the Original Agreement can be amended by a majority of the parties, with the amendment being effective on all parties once all receive at least 60 days prior written notice; and

WHEREAS, each party to this Agreement is a governmental entity authorized to enter into an agreement under the Interlocal Cooperation Act; and

WHEREAS, each party is authorized under law to provide or make available personal benefits to employees and their dependents, such as health, accident, accidental death and dismemberment, disability, and other coverage; and

WHEREAS, the parties to this Agreement are collectively discharging their governmental functions by increasing their bargaining power to obtain supplemental employee benefits; and

WHEREAS, it is a public purpose to provide such benefits to the parties' employees in order to attract and retain a competent workforce;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the parties agree as follows.

B. TERMS AND CONDITIONS

1. Creation of Administrative Agency. The parties hereby create an administrative agency ("Agency"), as authorized by Section 791.013 of the Interlocal Cooperation Act, to supervise the performance of this Agreement. This Agency is considered a "local government" itself, as defined under Section 791.003(4)(E) of ~~the~~ Interlocal Cooperation Act, because it is a combination of two or more governmental entities authorized to enter into an interlocal agreement. As such, the Agency shall have all such powers and authorities permitted by the Interlocal Cooperation Act and other law that may apply over time.

2. **Governance.** The Agency shall be governed by a Board of Trustees (or such other name as the Board may determine), consistent with the terms of this Interlocal and in accordance with the bylaws, policies, and agreements adopted by the Board, from time to time. The Board shall be composed of public officials (elected or appointed) or employees of member participants.
3. **Membership.** Local governments, political subdivisions, and other governmental entities which can enter into a contract under the Interlocal Cooperation Act can become members of the Agency on the terms and conditions established by the Board. Current parties to the Original Agreement shall become members of the Agency automatically, upon the effective date of this Agreement. Conversely, any current party may terminate its membership upon such terms and conditions as prescribed by the Board. In the absence of any Board-adopted process for terminating membership, a current party or other party may terminate its membership by giving the Agency at least 30 days prior written notice of termination. However, a terminating member must continue to fulfill and be bound by its third-party obligations entered into with providers of employee benefits, including any policies of insurance, obtained through the Agency.
4. **Board.** No later than six months from the effective date of this Agreement, the initial Board shall be composed of five (5) individuals appointed by the President of the Texas Association of School Boards, Inc. Two individuals shall be school board members and three individuals shall be employees of member participants. The initial Board shall establish staggered terms for its Board members, with a term expiring in no less than one year. Thereafter, the Board shall have the power to determine the number and composition of the Board, including selecting the members of the Board to partial, expiring, or new terms, in accordance with the Agency's bylaws.

The Board shall have all power and authority allowed by law, including the authority to (a) adopt bylaws and policies for the governance of the Agency; (b) enter into contracts for the general administration and operation of the Agency, in amounts that fairly compensate the performing parties under such contracts; and (c) take such other action as the Board deems appropriate to accomplish the purposes of the Agency.
5. **Assignment.** The Agency formed under this Agreement shall assume all surviving right, title and interest in the Original Agreement, including the contract with the administrator designated therein, and any assignment of same. Moreover, the administrator of the Original Agreement is authorized to manage the Agency created herein until the initial Board holds its first organizational meeting.
6. **Dissolution.** Upon dissolution of the Agency formed under this Agreement, any assets of the Agency shall be used to pay its debts and obligations, and any remaining assets shall be distributed to the members of the Agency or used for any other lawful purpose, as determined by the Board.

C. GENERAL PROVISIONS

1. **Authorization to Participate.** Each Party represents and warrants that its governmg

body has duly authorized its participation in this Agreement, it being understood that a party may cease its participation in accordance with the termination provisions of the Original Agreement before this Agreement takes effect.

2. **Current Revenue.** Each party hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current local revenues budgeted and available to the party.
3. **Coordinator.** Each party agrees to appoint a contract coordinator who shall have express authority to represent and bind the party. The Agency or its designee (collectively "Agency") under this Agreement will not be required to contact any other individual regarding contract matters. Any notice to or any agreements with the coordinator shall be binding upon the party. Each party reserves the right to change the coordinator as needed by giving written notice to the Agency. Such notice is not effective until actually received by the Agency.
4. **Notice.** Any written notice that a party to this Agreement must give to the Agency shall be sent as provided in the Agency's bylaws. Notices required to be given to parties by the Agency shall be sent as provided in the Agency's bylaws.
5. **JurisdictionNenue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and, to the fullest extent authorized by law, venue for all disputes arising under this Agreement shall lie in Travis County, Texas.
6. **Disclaimer.** To the fullest extent authorized by law, it is agreed that no party to this Agreement nor the Agency itself, or its designated administrator, (i) is a guarantor of a provider's performance, claim determinations, or solvency; (ii) bears any risk for the employee benefits obtained through this Agreement; or (iii) is liable for any actions or failure on the part of any carrier, reinsurer, stop loss carrier, broker or agent.
7. **No Derivative Rights.** Unless expressly provided otherwise, nothing in this Agreement is intended to confer, nor does it confer, any benefits, rights, claims, or remedies upon any person or entity, other than the parties hereto.
8. **Liability.** The following shall apply to the parties of this Agreement unless a future agreement is entered into with the Agency that supersedes this provision. Without waiver of any disclaimer in this Agreement, the parties agree to the following to the fullest extent authorized by law:
 - a. No party to this Agreement nor the Agency itself, or its designated administrator, waives any immunity from liability afforded under law;
 - b. If any party files suit against the Agency or its designated administrator, the maximum amount recoverable will be limited to the amount of fees the Agency or administrator received, directly or indirectly, as a result of that particular party's participation with providers under this Agreement. No more than 24 months of fees may be recovered, and only actual damages may be sought;

- c. In the event of a lawsuit or other formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees that are equitable and just.
- 9. 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.
- 10. Amendment. This Agreement may be amended by the approval of the Board, provided that notice of any such amendment is sent to all parties, members or participants to be bound thereby, at least 60 days before the effective date of the amendment. Notwithstanding the foregoing, no notice of amendment is required if the Board merely allows other entities to become an additional party to this Agreement without further change to the Agreement.
- 11. Signatures/Counterparts. A party's facsimile or imaged signature shall suffice as an original for all purposes and this Agreement may be executed in several separate counterparts, each of which shall constitute an original and all of which shall constitute a complete instrument.

[Signatures on file with Agency or its designee.]

AMENDED AND RESTATED INTERLOCAL AGREEMENT
Supplemental Employee Benefits

Execution/Signature Page for Current Party

WHEREFORE, the undersigned party to the Original Agreement, acting through its duly authorized representative, accepts this Amended and Restated Interlocal Agreement, without any change or alteration thereto, and agrees that this Amended and Restated Interlocal Agreement will supersede the Original Agreement in its entirety once the administrator of the Original Agreement certifies that said agreement was adopted by a majority of the parties and provides notice of its effective date. Unless and until this certification is made by the administrator, the Original Agreement will continue to be in full force and effect.

By: _____
(Signature) (Date)

(Printed name) (Title)

Governmental Entity: _____

AMENDED AND RESTATED INTERLOCAL AGREEMENT

Supplemental Employee Benefits

This Amended and Restated Interlocal Agreement ("Agreement") is made ~~and entered into by and between the undersigned parties in addition to other parties that may join this Agreement under separate addendum, (individually "Party" and collectively "Parties")~~, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, for the purpose of obtaining~~securing~~ supplemental employee benefits.

A. RECITALS

WHEREAS, the original Interlocal Agreement ("Original Agreement") was entered into by two Texas school districts with an effective date of August 27, 2007, and over time other school districts or governmental entities became parties to that Original Agreement by executing an additional party addendum; and

WHEREAS, the Original Agreement can be amended by a majority of the parties, with the amendment being effective on all parties once all receive at least 60 days prior written notice; and

~~WHEREAS, each Pparty~~ WHEREAS, each Pparty a governmental entity authorized to enter into an agreement under the Interlocal Cooperation Act; and

WHEREAS, each f!party is authorized under law to provide or make available personal benefits to employees and their dependents, such as health, accident, accidental death and dismemberment, disability, and other coverage; and

WHEREAS, the Pparties to this Agreement are collectively discharging their governmental functions by increasing their bargaining power to supplemental employee benefits; and

WHEREAS, it is a public purpose to provide such benefits to the Pparties' employees in order to attract and retain a competent workforce;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the Pparties agree as follows.

R TERMS AND CONDITIONS

1. Creation of Administrative Agency. The parties hereby create an administrative agency ("Agency"), as authorized by Section 791.013 of the Interlocal Cooperation Act, to supervise the performance of this Agreement. This Agency is considered a "local government" itself, as defined under Section 791.003(4)(E) of the Interlocal Cooperation Act, because it is a combination of two or more governmental entities authorized to enter into an interlocal agreement. As such, the Agency shall have all such powers and authorities permitted by the Interlocal Cooperation Act and other law that may apply over time.

2. **Governance.** The Agency shall be governed by a Board of Trustees (or such other name as the Board may determine), consistent with the terms of this Interlocal and in accordance with the bylaws, policies, and agreements adopted by the Board, from time to time. The Board shall be composed of public officials (elected or appointed) or employees of member participants.

3. **Membership.** Local governments, political subdivisions, and other governmental entities which can enter into a contract under the Interlocal Cooperation Act can become members of the Agency on the terms and conditions established by the Board. Current parties to the Original Agreement shall become members of the Agency automatically, upon the effective date of this Agreement. Conversely, any current party may terminate its membership upon such terms and conditions as prescribed by the Board. In the absence of any Board-adopted process for terminating membership, a current party or other party may terminate its membership by giving the Agency at least 30 days prior written notice of termination. However, a terminating member must continue to fulfill and be bound by its third-party obligations entered into with providers of employee benefits, including any policies of insurance, obtained through the Agency.

4. **Board.** No later than six months from the effective date of this Agreement, the initial Board shall be composed of five (5) individuals appointed by the President of the Texas Association of School Boards, Inc. Two individuals shall be school board members and three individuals shall be employees of member participants. The initial Board shall establish staggered terms for its Board members, with a term expiring in no less than one year. Thereafter, the Board shall have the power to determine the number and composition of the Board, including selecting the members of the Board to partial, expiring, or new terms, in accordance with the Agency's bylaws.

The Board shall have all power and authority allowed by law, including the authority to (a) adopt bylaws and policies for the governance of the Agency; (b) enter into contracts for the general administration and operation of the Agency, in amounts that fairly compensate the performing parties under such contracts; and (c) take such other action as the Board deems appropriate to accomplish the purposes of the Agency.

5. **Assignment.** The Agency formed under this Agreement shall assume all surviving right, title and interest in the Original Agreement, including the contract with the administrator designated therein, and any assignment of same. Moreover, the administrator of the Original Agreement is authorized to manage the Agency created herein until the initial Board holds its first organizational meeting.

6. **Dissolution.** Upon dissolution of the Agency formed under this Agreement, any assets of the Agency shall be used to pay its debts and obligations, and any remaining assets shall be distributed to the members of the Agency or used for any other lawful purpose, as determined by the Board.

~~1. **Additional Parties.** The undersigned Parties agree that other governmental entities which are authorized to enter into a contract under the Interlocal Cooperation Act may join this Agreement upon execution of the Additional Party Addendum, attached hereto~~

as Exhibit A, and that the Administrator is authorized by the Parties to accept such Additional Party Addendum on behalf of the Parties.

2. ~~Termination.~~ This Agreement shall be effective upon execution by the undersigned Parties, and shall continue until completely terminated as provided by this Agreement.

a. ~~Termination by a Party will occur as follows:~~

(i) ~~By a Party giving 30 days prior written notice to the Administrator terminating its participation in this Agreement.~~

(ii) ~~By a Party failing to secure employee benefits with any of the providers made available under this Agreement for a period of 12 months.~~

b. ~~This Agreement shall be deemed terminated in its entirety if fewer than two Parties (whether the undersigned signatories or those who signed the Additional Party Addendum) fail to participate in the Agreement.~~

c. ~~Each Party agrees that upon termination of this Agreement the terminating Party will continue to fulfill and be bound by its obligations entered into with the providers of any and all employee benefits, including any policies of insurance, facilitated in accordance with this Agreement. Such obligations are independent of any provision contained in this Agreement and shall survive the termination of this Agreement by the terminating Party.~~

4. ~~Administrator.~~

a. ~~The Parties authorize and designate the Texas Association of School Boards, Inc. ("TASB"), a Texas nonprofit corporation and 501(c)(3) tax exempt organization, to serve as the Administrator for this Agreement, as permitted by Section 791.013 of the Interlocal Cooperation Act. TASB's terms of acceptance of this designation are attached and incorporated by reference as Exhibit B.~~

b. ~~While the Parties shall have no obligation to pay the Administrator any fees directly, it is recognized that the Administrator will be compensated for its management and administration of this Agreement by the providers of employee benefits, and the Parties hereby authorize the Administrator to be paid by such providers. The Administrator shall disclose the nature of these fee arrangements whenever a Party or potential Party obtains a proposal from the Administrator, or shall disclose such information upon a Party's request.~~

c. ~~The Parties understand that the initial set of providers of employee benefits under this Agreement were originally procured through the TASB Risk Management Fund, an administrative agency formed under the Interlocal Cooperation Act. The Parties agree that these providers will be the approved providers under this Agreement without any further need for re-procurement, except as follows. No later than December 31, 2008, the Administrator shall undertake a procurement~~

~~for the selection of providers for this Agreement, and, thereafter, the Administrator shall undertake a procurement for providers at least every four (4) years. When conducting a procurement for providers after the initial period, the Administrator shall obtain the participation of at least three (3) Parties, with each having an appointed representative. Each Party to this Agreement authorizes the Administrator to perform the procurement function as set forth in this Agreement.~~

~~d. The Parties further authorize the Administrator to monitor the Parties' compliance with the provisions of this Agreement and to take action as authorized by this Agreement. The Parties agree and acknowledge that if the Administrator takes action as set out in this Agreement, including but not limited to terminating participation of a Party, the Administrator is not acting on its own behalf but on behalf of the collective interests of the Parties to this Agreement.~~

~~5. **Coverage and Claims Administration.** The Administrator will document each Party's participation in the various employee benefit offerings obtained under this Agreement for the convenience of the Parties; however, such documentation is not, and shall not be relied upon as an, enforceable contract. Each Party agrees and understands that the Administrator bears no financial risk or responsibility for the timely binding of coverage or payment of claims under the provider contracts which are made possible through this Agreement. In addition, the Administrator is not responsible for the administration of claims under the provider contracts. Accordingly, any issues or disputes with providers shall be the sole responsibility of each Party to resolve with the providers. Each Party is solely responsible for maintaining necessary documentation, including but not limited to, evidence of contractual obligations with providers.~~

C. GENERAL PROVISIONS

1. **Authorization to Participate.** Each Party represents and warrants that its governing body has duly authorized its participation in this Agreement, it being understood that a party may cease its participation in accordance with the termination provisions of the Original Agreement before this Agreement takes effect.
2. **Current Revenue.** Each Party hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current local revenues budgeted and available to the Party.

~~**Eligible Parties.** In the interest of providing effective public school governance, the Parties agree that if a governmental entity is eligible to be an Active or Associate Member of TASB, as such terms are defined by TASB's bylaws, then membership in TASB is a condition precedent for participating as a Party to this Agreement.~~

- ~~4. **Cooperation and Access.** Each party agrees that it will cooperate with any reasonable request for information and/or records made by the Administrator for the purpose of facilitating compliance with this Agreement.~~

Coordinator. Each Party agrees to appoint a contract coordinator who shall have

express authority to represent and bind the The Agency or its designee
(collectively "Agency") Administrator under this Agreement will not be required to
contact any other individual regarding contract matters. Any notice to or any agreements
with the coordinator shall be binding upon the Each PQarty reserves the right to
change the coordinator as needed by giving written notice to the .7\;tffti-H1±:nfi!:H:tf:-:
Such notice is not effective until actually received by the ill £L,:f'':!t:HRtFH:SH'ICffl'-F:-

Notice. Any written notice that a party to this Agreement must give to the Agency shall
be sent as provided in the Agency's bylaws. Notices required to be given to parties by
the Agency shall be sent as provided in the Agency's bylaws. Any written notice required
by this Agreement to be given to the Administrator shall be made by certified U.S. mail,
postage prepaid, and delivered to the Supplemental Benefits Administrator, Texas
Association of School Boards, Inc., P.O. Box 400, Austin, TX 78767-0400. Notices
required to be given to Parties shall be made by certified U.S. mail, postage prepaid, and
delivered to Parties at the address given in this Agreement, the Additional Party
Addendum, or in a change of address notice received by the Administrator.

7. **Merger.** This Agreement, together with Additional Party Addenda, and exhibits,
represents the complete understanding of the Parties. To the extent there is any conflict
between the terms of this Agreement and that of any prior agreements, this Agreement
shall control and take precedence. Each Party agrees that any obligation entered into
with providers of any and all employee benefits, including policies of insurance,
facilitated in accordance with this Agreement, is independent of this Agreement and that
such obligation is enforceable outside of this Agreement.

JurisdictionNenue. This Agreement shall be governed by and construed in accordance
with the laws of the State of Texas venue for
all disputes arising under this Agreement shall lie in Travis County, Texas.

Disclaimer. Neither any Party to this Agreement nor the To the fullest extent authorized
by law, it is agreed that no party to this Agreement nor the Agency itself, or its
ru:l Lll:illlll!!\$!Jc.@:rr_:Mlffi.tfl:H:rtmffijf (i) is a guarantor of a provider's performance,
claim determinations, or solvency; (ii) bears any risk for the employee benefits secured
under this Agreement; or (iii) is liable for any actions or failure on the part of any carrier,
reinsurer, stop loss carrier, broker or agent.

No Derivative Rights. Other than the rights and benefits afforded th
Administrator,Unless expressly provided otherwise, nothing in this Agreement is
intended to confer, nor does it confer, any benefits, rights, claims, or remedies upon any
person or entity, other than the PQarties hereto.

811. **Liability.** The following shall apply to the parties of this Agreement unless a future
agreement is entered into with the Agency that supersedes this provision. Without waiver
of any disclaimer in this Agreement, the parties agree to the following to the fullest extent
authorized by law;the Parties agree as follows:

a. to this Agreement nor the "Agency" itself or its Administrator
Administrator, waives any immunity from liability afforded under law;

- b. If any files suit against the ~~Agency or its designated Administrator~~ Administrator, the maximum amount recoverable will be limited to the amount of fees the ~~Agency or Administrator~~ as a result of that particular Party's participation with providers under this Agreement. No more than 24 months of fees may be recovered, and only actual damages may be sought-;
- c. In the event of a lawsuit or other formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees ~~as provided in Section 271.159 of the Local Government Code.~~

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.

~~1013. **Amendment.** This Agreement may be amended by the approval of the Board, provided that notice of any such amendment is sent to all parties, members or participants to be bound thereby, at least 60 days before the effective date of the amendment. Notwithstanding the foregoing, no notice of amendment is required if the Board merely allows other entities to become an additional party to this Agreement without further change to the Agreement. This Agreement may not be modified or amended in any manner other than by written agreement containing such modification or amendment, to be executed by a majority of the Parties to this Interlocal Agreement, with such change not being effective on all Parties until all have received 60 days prior written notice of such change.~~

~~1114. **Signatures/Counterparts.** A party's facsimile or imaged signature shall suffice as an original for all purposes and this Agreement may be executed in several separate counterparts, each of which shall constitute an original and all of which shall constitute a complete instrument. The failure of a Party to provide an original, manually executed signature to any other Party or the Administrator will not affect the validity, enforceability or binding effect of this Agreement, because any Party or the Administrator may rely upon a facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.~~

~~IN WITNESS WHEREOF, the undersigned Parties, acting through their duly authorized representatives, accept this Agreement.~~

[Signatures on file with Agency or its designee.]

Execution/Signature Page for Current Party

By: _____
(Signature) (Date)

Governmental Entity: _____