

**WEST TEXAS PUBLIC SCHOOLS EMPLOYEE BENEFITS COOPERATIVE  
INTERLOCAL AGREEMENT RESOLUTION AND AGREEMENT**

**WHEREAS,** \_\_\_\_\_, of \_\_\_\_\_, Texas, (“Participant”) pursuant to the authority granted under Chapter 791 Government Code, as amended, desires to join together with other school districts or governmental entities to participate in employee benefits and risk management programs offered by the West Texas Public Schools Employee Benefits Cooperative (the “Coop”), holding the opinion that participation in these programs will be beneficial to the school district or governmental entities and it’s employees;

**WHEREAS,** the Coop is managed by a committee called the Board of Record that consists of the superintendents or chief executive officers or their designees from each of the Participants in the Coop;

**NOW, THEREFORE BE IT RESOLVED,** that Board of Trustees of Participant requests the Coop to include \_\_\_\_\_ as a participant. Participant acknowledges and agrees to the following:

1. The purposes of the Coop are governmental functions or services that each party to this agreement are authorized to perform individually;
2. Any obligation to pay any fees will come from current revenues available to the Participant;
3. Such fees fairly compensate the parties performing the functions and services under the agreement;
4. This agreement incorporates the Operational Procedures developed by the Board of Record as it currently exists or may be hereafter amended by action of the Board of Record;
5. Participant delegates to the Board of Record authority to modify the Operational Procedures as the Board of Record deems in the best interests of the Coop;
6. Participant shall comply with the Operational Procedures as established, modified, and/or approved by the Board of Record;
7. The term of this agreement shall be one year, from \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_, and shall automatically renew annually without the need for Participant’s Board action; and
8. Participant or the Coop may terminate Participant’s participation in the Coop for any reason by giving written notice to the other party (for purposes of the Coop, to the third-party administrator of the Coop) sixty (60) calendar days before the anniversary date of this agreement.

**BE IT FURTHER RESOLVED,** that the Board of Trustees of Participant authorizes its superintendent to execute any and all documents and take what ever action necessary to carryout the desires of the Board of Trustees as stated herein.

I certify that the foregoing is a true and correct copy of the resolution and agreement adopted by the Board of Trustees of \_\_\_\_\_ and that the same is reflected in the minutes of the Board meeting held \_\_\_\_\_.

In witness thereof, we hereunto affix our signatures this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**BY:**

\_\_\_\_\_  
(Signature of Board Chairperson)

\_\_\_\_\_  
(Signature of Chief Executive Officer)

\_\_\_\_\_  
(Typed Name of Board Chairperson)

\_\_\_\_\_  
(Typed Name of Chief Executive Officer)

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Name of Agency:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Name of Contact Person:

\_\_\_\_\_

Phone Number:

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