

WEST TEXAS PUBLIC SCHOOLS PURCHASING COOPERATIVE INTERLOCAL AGREEMENT

This **West Texas Public Schools Purchasing Cooperative Interlocal Agreement** (the “Agreement”) is hereby entered into by and between West Texas Public Schools Employee Benefits Cooperative and Sanford ISD, as well as all other current or future members of West Texas Public Schools Purchasing Cooperative (“WTPS PC”), hereinafter individually referred to as PARTICIPANT pursuant to the provisions of the Texas Interlocal Corporation Act (Texas Government Code Chapter 791). Acceptance and agreement to the terms and conditions hereof is a requirement for participation in the WTPS PC.

RECITALS

Whereas, the WTPS PC is organized pursuant to Texas Government Code Chapter 791 for the purpose of developing requests for proposal with respect to the procurement of certain supplemental and/or medical employee benefits and the administration of employee benefits procured pursuant to Texas Government Code 791.025;

Whereas, by entering into the Agreement, the independent school district/political subdivision executing this Agreement as a participant intends that the benefits and vendors procured pursuant to this Agreement satisfy any requirement that such independent school district/political subdivision seek competitive bids for the purchase of the employee benefits procured pursuant to this Agreement;

Whereas, it is the intent of WTPS PC and PARTICIPANT that this Agreement define and clarify the statutory authority pursuant to which WTPS PC and PARTICIPANT are acting, the governance duties, rights and responsibilities of WTPS PC, the rights and responsibilities of PARTICIPANT, and the terms and conditions under which WTPS PC and PARTICIPANT are acting with respect to the matters subject of the Interlocal Agreement.

Whereas, this Agreement is authorized by each of the PARTICIPANTS to this Agreement;

Whereas, each PARTICIPANT paying for the performance of governmental functions or services is making those payments from current revenues available to the paying PARTICIPANT.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements set forth below, and other good and valuable consideration, PARTICIPANT and WTPS PC agrees as follows:

I.

DEFINITIONS

1.01 Unless the context of their use clearly indicates otherwise, the terms listed below shall have the meanings indicated as follows:

- a. **Board of Record-** The governing body of the WTPS PC which is composed of the Superintendent/Designee from each independent school district/political subdivision that becomes a member of the WTPS PC by execution of the required participation/agreement.
- b. **Participant-** Any independent school district/political subdivision that has been accepted/approved for participation in the WTPS PC by the Board of Record after execution of the required participation/adoption agreement by the PARTICIPANT.
- b. **Employee Benefits Program-** Includes, but is not limited to, medical insurance, supplementary insurance, voluntary insurance, and any other employee benefits procured pursuant to this Agreement by the Board of Record.

II.

PURPOSE

2.01 The purpose of the Agreement is to enable the participating independent school districts/political subdivisions to:

- a. Agree with the WTPS PC and the other independent school districts/political subdivisions participating in the WTPS PC through adoption of this Agreement to the provision of access to purchase of medical and/or supplemental employee benefits pursuant to this Agreement;
- b. Maximize the purchasing power of all the participating independent school districts/political subdivisions by procuring, through the competitive bid process permitted pursuant to Texas Government Code 791.025 of medical and/or supplemental employee benefits for employees of all of the participating independent school districts/political subdivisions in accordance with the terms and conditions of this Agreements;
- c. Facilitate communications and dealings with selected vendors offering medical and/or supplemental employee benefits to independent school districts/political subdivisions pursuant to this Agreement;

- d. Develop requests for proposal with respect to medical and/or supplemental employee benefits for employees of participating independent school districts/political subdivisions;
- e. Evaluate responses to requests for proposal from vendors offering medical and/or supplemental employee benefits to employees of participating independent school districts/political subdivisions and select vendors which will be permitted to offer the supplemental and/or medical employee benefits awarded by the Board of Record with respect to a particular request for proposal;
- f. Facilitate the enrollment and administration of the medical and/or supplemental employee benefits made available to employees of participating independent school districts/political subdivisions pursuant to this Agreement;
- g. Gather, exchange and share information and expertise on the medical and/or supplemental employees benefits offered pursuant to the terms and conditions of this Agreement to employees of participating independent school districts/political subdivisions; and
- h. Allow all participants access to the services, information, reports and work product of the vendors and consultants concerning the medical and/or supplemental employee benefits made available to the employees of participating independent school districts/political subdivisions pursuant to this Agreement.

III.

GOVERNANCE STRUCTURE OF THE WTPS PC

- 3.01 The management, direction and administration of this Interlocal Agreement is vested in the Board of Record composed of each participant's superintendent/designee.
- 3.02 The Board of Record will meet as often as required to fulfill its role and function. It may meet at any place of its choosing and is not required to operate under the provisions of the Texas Open Meetings Law (Texas Government Code Chapter 551). Meetings of the Board of Record may be conducted by telephone, provided that all members or their designees participate in the conference call. Any action which the Board of Record is empowered to take may be taken without the necessity of a formal meeting if the action is evidenced by a unanimous written consent executed by all members of their designees.
- 3.03 The members of the Board of Record shall serve without compensation.

- 3.04 The Board of Record shall elect annually the Chairman, Vice Chairman and Secretary. The Chairman shall prepare the agenda and preside at all meetings of the Board of Record. The Vice Chairman shall act as Chairman in the absence of the Chairman. The Secretary shall act as custodian of all minutes, records and reports of the Board of Record and shall maintain minutes of the meetings of the Board of Record.

IV. **MEMBERSHIP**

- 4.01 The original members of the WTPS PC shall be those independent school districts/political subdivisions that adopt this Agreement and thereby agree to the terms and conditions of the Agreement for the fiscal year 2020-2021. Membership is also open to any independent school district/political subdivision which executes the adoption agreement promulgated by the Board of Record and thereby agrees to the terms and conditions of this Agreement.
- 4.02 By execution of this Agreement or execution of the adoption agreement agreeing to the terms and conditions of the Agreement, the PARTICIPANT agrees that the WTPS PC has the sole and exclusive authority to seek competitive bids for the provision of eligible vendors for medical and/or supplemental employee benefits procured by the WTPS PC for employees of the participating independent school districts/political subdivision.

V. **ROLE AND FUNCTION OF THE BOARD OF RECORD**

- 5.01 The principal role of the Board of Record is to provide overall direction to the development and operation of the WTPS PC. The Board of Record shall act in a manner that is in the best interest of the WTPS PC and ensure that the activities of the WTPS PC promote only the purpose for which the WTPS PC is organized. Further, the Board of Record shall act only in accordance with the provisions of Texas Government Code Chapter 791 and any other applicable statutory provisions in carrying out the duties and responsibilities of the WTPS PC pursuant to the terms and conditions of this Agreement.
- 5.02 The Board of Record shall have the following authority, duties and responsibilities on behalf of each participant:
- a. Develop requests for proposal for medical and/or supplemental employee benefits to be made available to employees of participating school districts/political subdivisions:
 - b. To circulate to interested vendors requests for proposal seeking responses and competitive bids from such interested vendors;

- c. Evaluate the responses to requests for proposal issued by the WTPS PC;
 - d. Make awards to the responding vendor making the most suitable response to the request for proposal and agreeing to terms for the provision of medical and/or supplemental employee benefits to employees of each participating school district/political subdivision in accordance with the selected request for proposal and the contract resulting from negotiations between the selected vendor and the WTPS PC;
 - e. Serve as a liaison between employees of participants, participants, and vendors to whom awards are made and with whom contracts are negotiated by the WTPS PC; including general communications, problem resolution, enrollment meetings, and PARTICIPANT meeting coordination;
 - f. Provide participants with current awarded vendor contracts and instructions for obtaining quotes and order procedures;
 - g. Terminate any agreement into which the WTPS PC has entered on behalf of the participating school districts/political subdivisions in accordance with the terms and conditions of the contracts negotiated by the WTPS PC with the vendor;
 - h. Maintain filing system for all competitive bidding procedure requires and provide reports as requested;
 - i. Develop a system for gathering evaluation information from participants on vendor performance and product quality and provide comparison information with previous awards to evaluate effectiveness of the proposals;
 - j. Establish guidelines for membership in the WTPS PC;
 - k. Carry out its duties and responsibilities in accordance with all applicable statutes and in a fair and responsive manner; and
 - l. Determine a fiscal agent/financial officer for the WTPS PC. The fiscal agent/financial officer shall be responsible for making reports to the WTPS PC on the performance of the contracts negotiated by the WTPS PC pursuant to this Agreement. The fiscal agent/financial officer is not liable for any financial or other loss that is incurred by the WTPS PC unless there is a judgment by a court of competent jurisdiction that the fiscal agent/financial officer has acted in a grossly negligent or fraudulent manner.
- 5.03 The Board of Record, its authorized representatives, employees and designees and each participant shall have no duty or liability to any employee of any participating school district/political subdivision electing to participate in any

employee benefit made available pursuant to this Agreement as a result of the negligence of any participant, insurance carrier, or other provider.

IV. RESPONSIBILITIES OF PARTICIPANTS

- 6.01 Any independent school district/political subdivision by action of its governing authority may become a participant in the WTPS PC by executing the adoption agreement promulgated pursuant to this Interlocal Agreement and pursuant to which such participant agrees to the terms and conditions of this Agreement. Any independent school district/political subdivision may petition the Board of Record for participation in the WTPS PC and request a participation agreement for execution pursuant to the governing authority of such independent school district/political subdivision.
- 6.02 PARTICIPANT will execute any enrollment or similar agreement required by any vendor selected by the WTPS PC to provide a medical and/or supplemental employee benefit to the employees of participants in this Agreement. Further, the employees of each participant will execute any enrollment or similar document required by the vendor selected by the WTPS PC to provide an employee benefit to the employees of the participants in the WTPS PC.
- 6.03 PARTICIPANT agrees to furnish any needed census data as directed or required by the Board of Record.
- 6.04 PARTICIPANT will remit in a timely manner all premiums and/or contract charges specified in the contracts providing employee benefits as selected by the Board of Record.
- 6.05 PARTICIPANT commits to participate in the purchasing program and shall designate a primary contact to be responsible for promoting WTPS PC within the organization.
- 6.06 PARTICIPANT commits to purchasing through and/or with the WTPS PC medical consultant products and services from WTPS PC vendor awarded contracts when in the best interest of the entity.
- 6.07 PARTICIPANT agrees to fully comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement.

VII. TERMINATION

- 7.01 This Agreement shall be for an initial term ending on the last day of the month of the fiscal year in which this Agreement shall automatically renew for an

additional 12 month period, unless PARTICIPANT shall provide written notice to the Board of Record of PARTICIPANT's intent to terminate its participation in this WTPS PC one hundred eighty (180) days prior to the end of the fiscal year during which this Agreement is in effect. Termination of this Agreement may only be made by PARTICIPANT at the conclusion of a fiscal year.

- 7.02 The WTPS PC may terminate participation of PARTICIPANT for a good cause other than the experience of the employees of PARTICIPANT with respect to any benefit plan offered by a vendor pursuant to this Agreement upon one hundred twenty (120) days written notice to PARTICIPANT. Good cause is defined to mean that the continued participation of PARTICIPANT jeopardizes the overall continued success of the WTPS PC.
- 7.03 A terminated participant has no claim on any WTPS PC fund balance or other moneys which may be available to the WTPS PC based on the experience of all participants.
- 7.04 Only members of the WTPS PC at time of the WTPS PC's dissolution may share in any WTPS PC asset distribution.

VIII.

ELIGIBILITY REQUIREMENTS

- 8.01.1 The WTPS PC will consider applications for participation annually. Independent school districts/political subdivisions must make application for membership to the Board of Record by the date specified by the Board of Record. The Board of Record shall publish to all potentially interested participants the deadline for submission of applications for membership in the WTPS PC. An independent school district/political subdivision will be considered for membership upon submission of the required adoption agreement and other participation documents as are specified by the Board of Record. To participate in the WTPS PC, the independent school district/political subdivision is required to participate in all employee benefits procured through the WTPS PC. The WTPS PC will notify requesting independent school districts/political subdivisions by April 1, or such other date as the Board of Records shall announce to the independent school district/political subdivision seeking membership of the Board of Record's decision to accept or reject the application for participation and adoption agreement of such political subdivision/school district for the ensuing September 1, plan year.

IX.

LIABILITY

- 9.01 PARTICIPANT does hereby hold the Board of Record, employees of the participating school districts/political subdivisions and all other participants harmless with respect to any claim, liability, loss, cause of action arising from

the procurement and/or administration of medical and/or supplemental employee benefits pursuant to this Agreement. PARTICIPANT does hereby agree that any dispute with respect to any matter arising under this Agreement shall be subject to binding arbitration pursuant to the rules of The American Arbitration Association and such arbitration shall be conducted in Austin, TX.

- 9.02 PARTICIPANT is responsible for the payment of all premiums and/or charges for any employee benefit program made available to its employees pursuant to this Agreement.

This Interlocal Cooperation Agreement of the West Texas Public Schools Purchasing Cooperative has been duly approved by the governing board of PARTICIPANT at a meeting held on the 25 of January, 2020. BY execution of this Agreement, PARTICIPANT does hereby agree to the terms and conditions set out herein and certifies that the governing board of PARTICIPANT has agreed to the terms and conditions of the Agreement.

Executed this 25 day of January, 2020.

(Name of Participant)

(Name of Participant)

West Texas Public Schools Employee Benefits Cooperative

Sanford ISD

By: _____

By: _____

Title: _____

Title: _____

**WEST TEXAS PUBLIC SCHOOLS PURCHASING COOPERATIVE
INTERLOCAL AGREEMENT ADOPTION RESOLUTION**

WHEREAS, Denton Independent School District, a political subdivision of the State of Texas with principal offices at 1303 N Elm St., Denton, Texas (“Applicant”) pursuant to the authority granted under Chapter 791 of the Government Code V.T.C.A., as amended, desires to join together with other school districts or political subdivisions to participate in employee benefits procured through the West Texas Public Schools Purchasing Cooperative, holding the opinion the participation in these programs will be beneficial to the school district or political subdivision and its employees. NOW, THEREFORE be it;

RESOLVED, that we request the West Texas Public Schools Purchasing Cooperative to include Denton Independent School District (name of school) as a participant.

FURTHER RESOLVED that the Interlocal Agreement of the West Texas Public Schools Purchasing Cooperative has been reviewed by the Board of Trustees of the Applicant and by adoption of this Resolution Applicant does hereby agree to the terms and conditions of such Interlocal Agreement.

FURTHER RESOLVED, Applicant does hereby acknowledge the obligation to pay any fees and comply with the operational procedures as established and approved by the West Texas Public Schools Purchasing Cooperative Board of Record,

*This space intentionally left blank.
Signatures to follow.*

I certify that the foregoing is a true and correct copy of the resolution adopted by the Board of Trustees of Denton Independent School District and that the same is reflected in the minutes of the Board meeting held February 25, 2020.

In witness thereof, we hereunto affix our signatures this 25 day of February, 2020.

BY: _____

(Signature of Chief Executive Officer - Superintendent)

(Typed Name of Chief Executive Officer - Superintendent)

List of West Texas Public Schools Employee Benefits Cooperative as of November 13, 2019

Members of West Texas Public Schools Employee Benefits Cooperative			
Abernathy ISD*	El Paso Education Initiative Inc	Lorenzo ISD*	RISE Academy
Adrian ISD*	Electra ISD	Mason ISD*	River Road ISD*
Amherst ISD	Farwell ISD*	May ISD*	Robert Lee ISD*
Anthony ISD*	Floydada ISD*	McLean ISD*	Roosevelt ISD*
Anton ISD	Follett ISD*	Meadow ISD*	Ropes ISD*
Archer City ISD*	Forestburg ISD*	Memphis ISD*	Saint Jo ISD*
Balmorhea ISD	Forsan ISD*	Menard ISD*	Sands CISD*
Bellevue ISD*	Fort Elliott CISD*	Miami ISD*	Sanford-Fritch ISD*
Benjamin ISD*	Fort Stockton ISD*	Monahans-Wickett-Pvot ISD*	Santa Anna ISD*
Blackwell CISD*	Friona ISD*	Montague ISD*	Seagraves ISD
Blanket ISD	Garden City - Glasscock County ISD*	Morton ISD*	Shamrock ISD*
Borger ISD	Grady ISD*	Munday CISD*	Sierra Blanca ISD
Bovina ISD*	Grandview - Hopkins ISD*	Nazareth ISD*	Southland ISD*
Brady ISD	Groom ISD*	New Home ISD*	Spring Creek ISD*
Brookesmith ISD*	Gruver ISD*	Newcastle ISD*	Sudan ISD*
Bryson ISD*	Guthrie CSD*	Nocona ISD*	Sunray ISD*
Canadian ISD*	Hale Center ISD	Northside ISD*	Tahoka ISD*
Channing ISD*	Happy ISD*	O'Donnell ISD*	Texline ISD*
Cherokee ISD*	Hart ISD*	Olfen ISD*	Throckmorton Collegiate ISD*
Childress ISD*	Hartley ISD*	Olton ISD*	Tulia ISD*
City View ISD*	Hedley ISD*	Paducah ISD*	Turkey-Quitaque ISD*
Clarendon CISD*	Henrietta ISD*	Paint Rock ISD*	Valentine ISD*
Coahoma ISD*	Highland Park ISD*	Panhandle ISD*	Vega ISD*
Cotton Center ISD	Holliday ISD*	Panther Creek ISD*	Water Valley ISD*
Crosbyton Consolidated ISD*	Idalou ISD*	Patton Springs ISD*	Wellington ISD*
Crowell ISD*	Jacksboro ISD*	Petersburg ISD*	Wheeler ISD*
Culberson County - Allamore ISD*	Jayton-Girard ISD*	Petrolia CISD*	White Deer ISD*
Dalhart ISD*	Klondike ISD*	Post ISD*	Whitharal ISD*
Darrouzett ISD*	Kress ISD*	Prairie Valley ISD*	Wilson ISD
District Charters	Lazbuddie ISD*	Pringle-Morse CISD*	Windthorst ISD*
Dimmitt ISD*	Lefors ISD*	Quanah ISD*	Zephyr ISD*
Dumas ISD*	Lockney ISD*	Ralls ISD*	
Eden CISD*	Loop ISD*	Rankin ISD*	