

**EDUCATION SERVICE CENTER REGION 12 UNIVERSAL BENEFITS
CONSORTIUM INTERLOCAL AGREEMENT RESOLUTION AND AGREEMENT**

WHEREAS, Education Service Center Region 12 (“Region 12”) operates a health benefits consortium (“Universal Benefits Consortium”) to help make health benefits accessible to employees of public schools, municipalities, counties, governmental entities, and other entities and to the dependents of those employees;

WHEREAS, the Universal Benefits Consortium is governed by a board consisting of designees from each of the participants in the Consortium;

WHEREAS, Ector County Independent School District, hereinafter “Participant,” wants to participate in the employee benefits offered by and through the Universal Benefits Consortium;

WHEREAS, each Party to this Resolution and Agreement is a governmental entity authorized to be a party to an agreement under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, each Party to this Resolution and Agreement is authorized under law to provide health benefits to their employees and their dependents; and

WHEREAS, each Party to this Resolution and Agreement has determined that participation in the Universal Benefits Consortium will be beneficial to their respective employees and their dependents;

NOW, THEREFORE, BE IT RESOLVED that The Board of Trustees of Participant requests that the Universal Benefits Consortium include Ector County Independent School District as a participant in the Consortium.

FURTHER, said Participant hereby acknowledges and agrees to the following terms and conditions of this Agreement with the Universal Benefits Consortium:

1. This Agreement incorporates all Operational Procedures developed by the governing board of the Universal Benefits Consortium as these Procedures currently exist or may be developed, modified or amended hereafter by said governing board;
2. Participant agrees to comply with all Operation Procedures as established, modified, amended and/or approved by the governing board of the Universal Benefits Consortium.
3. Any obligation to pay fees relating to participation in the Universal Benefits Consortium will come from current revenues available to the Participant;
4. Any such fees fairly compensate the parties performing the functions and services under the Agreement;

5. Participant delegates to the governing board of the Universal Benefits Consortium all purchasing functions relating to the intents and purposes of this Interlocal Agreement;
6. Universal Benefits Consortium shall comply with the purchasing requirements for the purchase of personal property and services as required under Chapter 44 of the Texas Education Code and Chapter 791 of the Texas Local Government Code;
7. The term of this Agreement shall be one year, from January 1, 2022 to December 31, 2022, and will automatically renew unless the Universal Benefits Consortium receives notice 90 days prior to the anniversary date;
8. Participant or Universal Benefits Consortium may terminate Participant's participation in the Universal Benefits Consortium for any reason by giving written notice to the Universal Benefits Consortium governing board sixty (60) before the end of the term of this Agreement;
9. No provision of this Agreement shall affect or waive any sovereign or governmental immunity available to either party and/or its elected officials, officers, employees and agents under Texas or federal law nor waive any defenses or remedies at law available to either party and/or its elected officials, officers, employees and agents under Texas or federal law;
10. The parties to this Agreement do not enter the Agreement to protect any specific third party. The parties intend to exclude any benefit to be conferred upon a third party;
11. This Agreement contains the entire Agreement between the Parties and correctly sets forth the rights, duties and obligations of each to the other as of the effective date of the Agreement. Any oral representations or modifications concerning this Agreement will be of no force of effect excepting written modification by both parties.

BE IT FURTHER RESOLVED that the Board of Trustees of the Participant authorizes its, superintendent of a school district to execute any and all documents and take whatever action necessary to carry out the intentions of the Board of Trustees as stated and manifest herein.

I certify that the foregoing is a true and correct copy of the Resolution and Interlocal Agreement adopted by the Board of Trustees of Ector County Independent School District during a meeting on _____. A quorum of the Board being then present, it was duly moved and seconded that the Resolution and Interlocal Agreement be adopted and agreed to, and such Resolution and Agreement were then adopted.

By: _____

Printed Name
President, Board of Trustees
Date: _____

ATTEST:

Printed Name
Secretary, Board of Trustees
Date: _____

Participant Address 802 N. Sam Houston Odessa, TX 79761

Participant
Contact Person: _____

Telephone No.: 432-456-0000

AGREED:

UNIVERSAL BENEFITS CONSORTIUM

By: _____

Dr Jerry Maze
Printed Name

Executive Director
Title
Date: _____