

INTERLOCAL PARTICIPATION AGREEMENT

Texas Educational Employers Benefit Cooperative

This Interlocal Participation Agreement (the "Agreement") is entered into by and between the Texas Educational Employers Benefit Cooperative ("TEEBC," or the "Cooperative") and _____ (the "Member").

1. RECITALS

1.1 TEEBC was formed as an administrative agency under the authority of Chapter 791 of the Texas Government Code and other applicable law to provide its members with advantages in purchasing certain types of employee benefit products.

1.2 Member, a governmental unit, desires to contract with other eligible governmental units to increase its bargaining power and to achieve economies of scale in the purchase of employee benefit products, including life, vision, accident, disability, and other insurance coverages, for Members' employees and their dependents.

2. AGREEMENT PARTICIPATION

The parties agree:

2.1 Agreement to Participate. Member agrees to become a Member of TEEBC by execution of this Participation Agreement and attached Resolution and delivery of the executed Agreement and Resolution to Administrator.

2.2 Adoption of Charter Interlocal Agreement and Bylaws. Member adopts and agrees to comply with the Charter Interlocal Agreement and Bylaws of TEEBC, as amended from time to time.

2.3 Term of Agreement. The term of this Agreement shall commence on the effective date, and shall continue in full force and effect for a period of one (1) year. This Agreement shall be automatically renewed annually for an additional one (1) year term without the necessity of any action by the parties. Either party may elect not to renew this Agreement by giving written notice at least thirty (30) days prior to the end of the original term or any renewal term.

3. COOPERATIVE COORDINATOR

3.1 Appointment. Member shall by written instrument appoint a Cooperative Coordinator. The name of the Cooperative Coordinator and the address for which notices may be given by TEEBC shall be set forth in the space provided at the end of this Agreement. The Cooperative Coordinator shall promptly provide TEEBC with any required information.

3.2 Change of Cooperative Coordinator. A member may change its Cooperative Coordinator and/or the address for notice by giving written notice to TEEBC of such change prior to the effective date of the change.

3.3 Responsibility of Cooperative Coordinator. Any failure or omission of the Member's Cooperative Coordinator shall be deemed a failure or omission of Member. Neither TEEBC nor TEEBC's administrator, TEEBA, is required to contact any other individual with respect to Member's business except the named Cooperative Coordinator unless notice or contact to another individual is required by applicable statute. Any notice given by TEEBC or TEEBA to a Member's Cooperative Coordinator or such individual as is designated by statute for a particular notice, shall be deemed notice to the Member.

4. MISCELLANEOUS

4.1 Amendment. Except as provided in this Agreement and the Bylaws, this Agreement shall not be amended or modified other than in a written agreement signed by both parties.

4.2 Authorization to Participate. Each Member represents and warrants that its governing body has duly authorized its participation in this Agreement.

4.3 Current Revenue. Each Member 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 Member.

4.4 Cooperation and Access. Each Member 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.

4.5 Applicable Law. This Agreement is entered into and executed in the State of Texas, and all questions pertaining to its validity or construction shall be determined in accordance with laws of the State of Texas. This agreement is made and is performable in Harris County, Texas.

4.6 Suit Against TEEBC. TEEBC retains its governmental immunity except to the extent it is waived by the Legislature. The parties agree that the following adjudication procedures apply to any legal dispute, and that Member's right to sue TEEBC is contingent upon compliance with these procedures: 1) prior to filing suit, Member must comply with all of its obligations under this Agreement and any applicable coverage document; 2) prior to filing suit, Member will participate in good faith in mediation in Harris County, Texas; and 3) any suit against TEEBC must be brought in Harris County, Texas.

4.7 Acts of Forbearance. No act of forbearance on the part of either party to enforce any of the provisions of this Agreement shall be construed as a modification of this Agreement nor shall the failure of any party to exercise any right or privilege herein granted be considered as a waiver of such right or privilege.

EXECUTION

IN WITNESS WHEREOF, we hereunto affix our signatures as of the date indicated below.

TEEBC

MEMBER

**TEXAS EDUCATIONAL EMPLOYERS
BENEFIT COOPERATIVE**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

MEMBER'S COOPERATIVE
COORDINATOR:

Title: _____