

AMENDED AND 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 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.
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. **Jurisdiction/Venue.** 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.

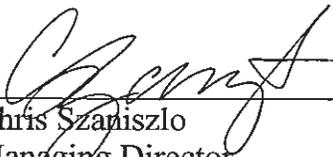
[Signatures on file with Agency or its designee.]

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Certification of Effective Date

As authorized by the Interlocal Agreement for Supplemental Employee Benefits, dated August 27, 2007, ("Original Agreement"), the designated administrator of the Original Agreement certifies that a majority of the parties to the Original Agreement adopted the Amended and Restated Interlocal Agreement for Supplemental Employee Benefits, and that the Effective Date for the Amended and Restated Interlocal Agreement is October 1, 2012.

ADMINISTRATOR:



Chris Szaniszlo
Managing Director

7/10/2012

Date

First Public, LLC, a wholly owned subsidiary of the Texas Association of School Boards, Inc. (TASB) and TASB's assigned successor of the Administrator's Acceptance to the Original Interlocal Agreement