

INTERLOCAL PARTICIPATION AGREEMENT

The Texas Public Entity Group Plus

This Interlocal Participation Agreement (the "Agreement") is entered into by and between The Texas Public Entity Group Plus ("TPEG+") and Panola County ("Member") (sometimes referred to herein collectively as the "Parties," or each individually as a "Party").

1. RECITALS

1.1 TPEG+ was formed as a purchasing cooperative under the authority of Chapter 791 of the Texas Government Code and other applicable law to provide its members with advantages in purchasing insurance and related products and services.

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 insurance and related products and services.

2. AGREEMENT PARTICIPATION

The Parties agree:

2.1 Agreement to Participate. Member agrees to become a member of TPEG+ by execution of this Agreement and attached Resolution and delivery of the executed Agreement and Resolution to TPEG+ or TPEG+'s administrator.

2.2 Adoption of Charter Interlocal Agreement and Bylaws. Member adopts and agrees to comply with the Charter Interlocal Agreement and Bylaws of TPEG+, as amended from time to time. Member acknowledges that the Bylaws provide for the assessment of an annual membership fee to provide for the effective operation of TPEG+, the amount of which is determined by the Board of Directors of TPEG+ in their sole discretion and billed to and collected from the Member along with the Member's annual premium(s). Member adopts and agrees to pay any such membership fee in exchange for Member's continued participation in TPEG+.

2.3 Administrator. Member acknowledges and agrees that the Bylaws permit TPEG+ to enter into an administration agreement with a third-party administrator to manage the business of TPEG+ and administer and supervise the Charter Interlocal Agreement. Member adopts and agrees to comply with the terms of any such administration agreement and consents to the management of the business of TPEG+ and the administration and supervision of the Charter Interlocal Agreement by any such administrator. Member acknowledges and agrees that a vendor participating in the cooperative purchasing program may also serve as administrator, but that any monies collected from Member by the third party in its role as administrator shall be considered distinct from and unrelated to any monies paid by Member to the third party as a vendor, even though Member may remit such monies to the third party as a single payment.

2.4 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 sixty (60) days prior to the end of the original term or any renewal term.

2.5 Cooperative Purchasing. All purchases will be effected by a purchase order or application for insurance from the purchasing party and directed to the vendor(s). The Member will make payments directly to vendors or their designated agent under the contracts made under Chapter 271, Subchapter F, Texas Local Government Code. The purchasing Member shall be responsible for its own ordering, inspections, and acceptance of insurance products and services. The purchasing Member will be responsible for the vendors' compliance with provisions relating to any request for proposal, bid, or other requirements for coverage. TPEG+ is not responsible or liable for the performance of any vendor(s) used by the purchasing Member as a result of this Agreement.

3. COOPERATIVE COORDINATOR

3.1 Appointment. Member shall by written instrument appoint a Cooperative Coordinator. The Cooperative Coordinator will act under the direction of, and on behalf of, Member in all matters relating to the cooperative purchasing program. The Cooperative Coordinator shall be the person holding a specific position with Member, not a specific individual. The Cooperative Coordinator's job title and the address to which notices may be sent by TPEG+ shall be set forth in the space provided at the end of this Agreement. The Cooperative Coordinator shall promptly provide TPEG+ with any required information.

3.2 Change of Cooperative Coordinator. The Cooperative Coordinator shall continue to be Member's agent for all purposes under this Agreement unless and until Member appoints a new Cooperative Coordinator in accordance with this Section 3.2. Member may change its Cooperative Coordinator and/or the address for notice by giving written notice to TPEG+ of such change prior to the effective date of the change.

3.3 Responsibility of Cooperative Coordinator. Neither TPEG+ nor TPEG+'s administrator 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 TPEG+ or its Administrator to a Member's Cooperative Coordinator or such individual as is designated by statute for a particular notice, shall be deemed notice to Member. The Cooperative Coordinator shall maintain a current list of the agent of record for all insurance coverage placed through the cooperative purchasing program and make that information available to participating insurers as appropriate. If Member changes its agent of record, the insurer may have specific notification requirements that Member must satisfy.

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. Member represents and warrants that its governing body has duly authorized its participation in this Agreement.

4.3 Current Revenue. Member warrants that all payments, contributions, fees, and disbursements it makes as a Member of TPEG+ shall be made from current local revenues budgeted and available to Member.

4.4 Cooperation and Access. Member agrees that it will cooperate with any reasonable request for information and/or records made by TPEG+ or TPEG+'s administrator for the purpose of facilitating compliance with this Agreement. Member agrees to designate a voting representative and to furnish this designation in writing to TPEG+ or TPEG+'s administrator.

4.5 Notice. All notices and other written communications hereunder shall be in writing and shall be deemed duly given (a) upon personal delivery to the party to be notified, (b) when sent by confirmed facsimile or e-mail if sent during normal business hours of the recipient or the next business day if sent outside of normal business hours of the recipient, (c) five (5) business days after being sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally-recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications to Member shall be sent to the Member's Cooperative Coordinator at the address specified at the end of this Agreement. All communications to TPEG+ shall be sent to:

**The Texas Public Entity Group Plus
c/o Travelers Legal Department
One Tower Square
Hartford, CT 06183**

4.6 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 Travis County, Texas.

4.7 Suit Against TPEG+. The Parties agree that the following adjudication procedures apply to any legal dispute, and that Member's right to sue TPEG+ 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 Travis County, Texas; and (3) any suit against TPEG+ must be brought in Travis County, Texas.

4.8 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.

4.9 Government Immunity. This Agreement and the participation of Member in TPEG+ do not waive the governmental immunity of either TPEG+ or Member.

EXECUTION

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

**TRAVELERS INDEMNITY COMPANY,
AS ADMINISTRATOR FOR AND ON
BEHALF OF THE TEXAS PUBLIC
ENTITY GROUP PLUS**

[MEMBER]

By: _____
Title: _____
Date: _____

By: David h. Anderson
Title: County Judge
Date: 11-23-21

**MEMBER'S COOPERATIVE
COORDINATOR:**

Title: _____

Address for Notice:

