



RESOLUTION NO. 20200128-01

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE AN ADOPTION AGREEMENT PURSUANT TO CHAPTER 791 OF THE TEXAS GOVERNMENT CODE WITH RESPECT TO THAT CERTAIN INTERLOCAL AGREEMENT CONCERNING PROVISION OF CERTAIN INSURANCE COVERAGES AND REINSURANCE OF SUCH COVERAGES

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, the attached Adoption Agreement Pursuant to Chapter 791 of the Texas Government Code with Respect to that certain Interlocal Agreement concerning Provision of certain Insurance coverages and Reinsurance of such coverages was originally executed by Red River Redevelopment Authority, previous name of TexAmericas Center, on April 20, 1999; and

WHEREAS, TexAmericas Center was contacted by Conner and Duffer about updating the document with our current organizational name with no other changes to the document.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of TexAmericas Center that the Executive Director/CEO shall be and he is hereby authorized to execute the attached Adoption Agreement Pursuant to Chapter 791 of the Texas Government Code with Respect to that certain Interlocal Agreement concerning Provision of certain Insurance coverages and Reinsurance of such coverages.

PASSED AND APPROVED THIS 28th day of January, 2020.

A handwritten signature in blue ink that reads "Boyd Sartin".

Boyd Sartin, Chairman of the Board

ATTEST:

A large, stylized handwritten signature in blue ink, likely belonging to Ben King.

Ben King, Secretary

1 ADOPTION AGREEMENT PURSUANT TO CHAPTER 791
2 OF THE TEXAS GOVERNMENT CODE WITH RESPECT TO THAT
3 CERTAIN INTERLOCAL AGREEMENT CONCERNING PROVISION
4 OF CERTAIN INSURANCE COVERAGES AND REINSURANCE OF SUCH
5 COVERAGES
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10 This Adoption Agreement is hereby entered into by TexAmericas Center,
11 a political subdivision (description of type of political subdivision), acting through its
12 Board of Directors (description of governing board), and is effective on the 28th day
13 of January, 20 20.
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16 R E C I T A L S:
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18 WHEREAS, TexAmericas Center (the name of the
19 political subdivision) is a political subdivision of the State of Texas (hereinafter the “Adopting
20 Party”);

21 WHEREAS, as a political subdivision of the State of Texas, the Adopting Party is required
22 to perform certain governmental functions and services as those terms are defined under
23 Section 791.003 of the Texas Government Code;

24 WHEREAS, the Adopting Party desires to contract with other political subdivisions for the
25 purpose of achieving efficiencies and economies as respects the provision of certain insurance
26 coverages necessary or desirable to the governmental functions and services of the political
27 subdivision and the reinsurance of such coverages;

28 WHEREAS, the Adopting Party is willing to jointly enter into agreements with other
29 political subdivisions to provide and procure certain insurance coverages and services through the
30 Texas Public Entity Group Interlocal Agreement pursuant to Chapter 791 of the Texas Government
31 Code Concerning Provision of Certain Insurance Coverages and Reinsurance of Such Coverages
32 (“the Interlocal Agreement”) to cooperate and assist such political subdivisions in identifying
33 vendors, assessing needs for insurance coverages, arriving at specifications for requests for
34 proposals as respects insurance coverages, and assisting in procuring the optimum reinsurance
35 coverages at the lowest possible cost;

36 WHEREAS, the governing body of the Adopting Party has agreed to the terms and
37 conditions of the Interlocal Agreement.

38 NOW, THEREFORE, for and in consideration of the premises and mutual covenants and
39 agreements set forth below, and other good and valuable consideration, the Adopting Party does
40 hereby agree to and adopt the terms and conditions of the Interlocal Agreement.
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I.

PURPOSE

1.01 The purpose of this Adoption Agreement is to evidence the agreement to and adoption of each and every and all of the terms and conditions of the Interlocal Agreement with an original effective date of February 1, 1998, originally executed by Hardin County, Texas and Liberty County, Texas, political subdivisions of the State of Texas (hereinafter "the Agreement").

1.02 Upon execution of this Adoption Agreement it shall be attached to and made a part of the Interlocal Agreement. Once attached to the Interlocal Agreement, this Adoption Agreement and the Interlocal Agreement shall constitute one agreement among all the parties previously executing the Interlocal Agreement, adopting the Interlocal Agreement and the Adopting Party.

II.

TERM

2.01 This Adoption Agreement will be effective as of the date designated as the "Effective Date" by the governing board of the political subdivision executing this Adoption Agreement (the "Effective Date").

2.02 This Adoption Agreement shall expire upon the expiration date of the Agreement; provided, however, that the Adopting Party may terminate its participation in the Agreement at any time upon ninety (90) days prior written notice to the other parties.

III.

GENERAL PROVISIONS

3.01 A political subdivision agreeing to and adopting the terms and conditions of the Interlocal Agreement fully agrees and understands that it has agreed to all of the terms and conditions of the Interlocal Agreement and that this Adoption Agreement taken together with the Interlocal Agreement constitutes the entire understanding of the parties relating to the subject matter of the Interlocal Agreement and this Adoption Agreement and supersedes any prior written or oral understanding of the parties with respect to the subject matter of such documents.

IN WITNESS WHEREOF, the undersigned political subdivision has been authorized by the governing board of such political subdivision to enter into this Adoption Agreement on the 28 day of January, 2020, to certify which this document is hereby executed under authority of the above named political subdivision by:



BY:

TITLE:

Executive Director/CEO

**TEXAS PUBLIC ENTITY GROUP
INTERLOCAL AGREEMENT PURSUANT TO CHAPTER 791 OF
THE TEXAS GOVERNMENT CODE CONCERNING PROVISION OF CERTAIN
INSURANCE COVERAGES AND REINSURANCE OF SUCH COVERAGES**

This Agreement is made between and among Liberty County,
(name of political subdivision)
a Texas County acting through its Commissioners Court
(description of type of political subdivision) (description of governing board)
and Hardin County, a Texas County
(name of political subdivision) (description of type of political subdivision)
acting through its Commissioners Court and any other lawfully constituted
(description of governing board)
political subdivision to and adopting the terms and conditions of this Agreement under the Texas
Interlocal Cooperation Act (Texas Government Code, Chapter 791).

RECEIVED

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RECITALS:

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WHEREAS, the Parties hereby are political subdivisions of the State of Texas;

WHEREAS, as political subdivisions of the State of Texas the Parties hereto are required to perform certain governmental functions and services as those terms are defined under Section 791.003 of the Texas Government Code;

WHEREAS, the Parties hereto desire to contract one with the other for the purpose of achieving efficiencies and economies as respects the provision of certain insurance coverages necessary or desirable to the governmental functions and services of the Parties hereto from among themselves and the reinsurance of such coverages from among insurers domiciled in Texas;

WHEREAS, the Parties hereto are each willing to jointly enter into agreements to provide certain insurance coverages to each other and procure reinsurance coverage and services as respects such coverages from one or more common vendors, and to cooperate and assist each other in identifying reinsurance vendors, assessing needs for insurance coverages, arriving at specifications as respects insurance coverages and requests for proposals as respects reinsurance

coverages and services, and assisting each other in procuring the optimum reinsurance coverages at the lowest possible cost;

WHEREAS, The Parties hereto, by executing this Agreement, do hereby establish the Texas Public Entity Group Interlocal Agreement Self-Insurance League (to be also known as "The Texas Public Entity Group") for the purpose of providing the insurance coverages contemplated by this Agreement and securing reinsurance coverages and services as respects such insurance coverages; and

WHEREAS, the governing body of each Party to this Agreement has agreed to the terms and conditions of this Agreement and has by resolution or ordinance accepted and adopted this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements set forth below, and other good and valuable consideration, the Parties hereto agree as follows:

I

PURPOSE

- 1.01** The purpose of this Agreement is to enable the Parties to:
- a. Develop common requirements and specifications in contract terms and conditions for workers' compensation, liability, inland marine, professional liability, property and similar and related property and casualty lines of insurance;
 - b. Establish the Texas Public Entity Group Interlocal Agreement Self-Insurance League (to be also known as "the Texas Public Entity Group") to provide the insurance coverages outlined in subparagraph a. above to participating political subdivisions and to secure reinsurance coverage and services as respects such insurance coverages;
 - c. Select the insurer domiciled in Texas best equipped to provide the reinsurance coverage and service needs of the Parties hereto;
 - d. Facilitate communications and dealings with the selected reinsurer or reinsurers;

- e. **Develop common operations, practices and procedures with respect to the insurance coverages provided pursuant to this Agreement;**
- f. **Gather, exchange and share information and expertise with respect to workers' compensation, liability, inland marine, professional liability, property and similar and related property and casualty lines of insurance;**
- g. **Provide common or shared coverages as respects liability, inland marine, professional liability, property, workers' compensation, and similar and related property and casualty lines of insurance and reinsure such coverages; and**
- h. **Allow the Parties hereto access to the services, information, reports and work product of the insurers providing reinsurance coverages and services pursuant to this Agreement.**

II.

RESPONSIBILITIES OF THE PARTIES

2.01 Each Party may, subject to any confidentiality limitations imposed by law or by contract;

- a. **Fully inform each other of their respective requirements and schedule for future insurance coverage needs;**
- b. **Provide the other Party available information, reports and other data in its possession concerning its insurance coverage needs, insurance agents, and other matters relevant to achieving the purposes of this Agreement;**
- c. **Grant the other Party and insurance agent, access to the operations covered by any insurance contract as required to achieve the purposes of this Agreement;**
- d. **Provide the other Party copies of or access to studies, reports, estimates, drawings or proposals and other documents produced by each Party's consultants and other experts concerning the insurance coverages subject of this Agreement;**
- e. **Examine all insurance related studies, reports, sketches, estimates, drawings, proposals and other documents produced by the other Party or its consultants and respond thereto as necessary or appropriate in a timely manner so as not to unreasonably delay any performance required hereunder; and**

- f. Perform their respective obligations under all insurance contracts jointly entered into.

III.

PROCUREMENT

3.01 Each Party shall issue and accept bids, proposals and statements of qualifications for the development, issuance, and servicing of insurance coverages subject of this Agreement in accordance with the laws governing purchases by the respective Party. Each Party shall execute all insurance agreements and contracts to which it is a party in its own name and behalf.

3.02 Each Party shall be primarily responsible for the development of the specific technical specifications with respect to the insurance coverages required by such Party, and for the issuance of purchase orders as respects insurance coverages purchased by such Party.

3.03 Each Party may designate a representative to assist such Party in performing the functions set out in this Article III and compensate such representative for services provided.

IV.

COMPENSATION

4.01 In the event that any Party shall perform any services, or incur any expense, for the common benefit of the other Parties to this Agreement, such Party shall be entitled to reimbursement from the other Parties for fifty percent (50%) of such common expenses. Such reimbursement shall be at the actual costs of the Party incurring same, without any additional charge for overhead or costs of administration. Neither Party may incur any expense or perform any services for the common benefit of the other Party without the prior consent of such other Party. The Parties shall use their best efforts to make an equal contribution towards providing services for the common benefit of the Parties hereto during the term of this Agreement.

4.02 In the event that one Party shall perform any services using its employees to provide direct technological or support services for the primary benefit of another Party under this Agreement, the performing Party shall be entitled to full reimbursement at such employee(s)' hourly rate multiplied by a factor of 1.4 ("the Multiplier"). Other costs incurred by one Party for the benefit of another Party, including, but not limited to materials, contractor services and travel expenses, in direct support of this Agreement shall be reimbursed by the other Party at actual cost with no Multiplier.

4.03 If one Party seeks to have another Party work or services for it under this Agreement such Party shall request a cost proposal from the other Party. The requesting Party shall issue a written work order identifying the agreed scope of work, schedule, cost and other relevant matters. Each Party shall endeavor in good faith to accommodate the requests of the other Party, but neither Party shall be required to perform any work for another Party without its consent.

4.04 In the event that any consultant or expert under contract to a Party shall perform services for another Party for the common benefit of such Parties, then the Party making available the expert or consultant may invoice the other Party for one-half of the actual amount invoiced by such consultant or expert.

4.05 The Parties shall periodically reconcile the amount of services performed and expenses incurred on behalf of each other, or on the common behalf, under this Agreement, and a single invoice shall be rendered to compensate the Party bearing the greater burden during such period. Such reconciliation and billing shall be performed quarterly.

4.06 Payments under this Agreement from one Party to the other shall be made from current revenues available to the paying Party.

4.07 Invoices shall be fully itemized, submitted in duplicate, and accompanied by all relevant third party invoices, bills and other documentation.

4.08 As between the Parties, invoices shall be paid within thirty (30) days after

receipt. In the event that payment in full is not timely made, interest shall accrue on the unpaid balance at the lesser of the maximum lawful rate or one percent (1%) per month until paid in full - but if such non-payment is due to the lack of proper invoice documentation or other good faith dispute, then interest shall not accrue until ten (10) days after the required documentation is provided or the dispute is resolved in favor of the invoicing Party.

4.09 Each Party reserves a right to review the other's invoices and to audit and examine at any reasonable time, the books and records of the other Party to the extent necessary to verify the accuracy of any statement, charge, computation or invoice made hereunder, and to recover any overcharges paid by it.

V.

DOCUMENTS, DATA AND PUBLICATIONS

5.01 It is agreed and understood that any specifications, drawings, plans, contracts, or other data, documents or information collectively ("information") provided one Party to another under this Agreement may be of a strictly confidential nature and, except as otherwise required by law or contract, no such confidential information shall be disclosed to any third party without the prior written consent of the providing Party. Such information is the sole property of the Party providing same, and it shall be returned together with all copies thereof, upon request. Each Party agrees to execute all confidentiality agreements reasonably requested by the other Party as a condition to access to such Party's confidential information. Each Party agrees that monetary damages are inadequate to compensate for breach of the duties under this Section, and that the injured Party may be entitled to injunctive relief and/or specific performance to enforce its rights under this Section.

VI.

THE TEXAS PUBLIC ENTITY GROUP

6.01 There is hereby established and created the Texas Public Entity Group Interlocal Agreement Self-Insurance League (hereinafter "the Texas Public Entity Group") for the purpose

of providing the liability, inland marine, professional liability, property, workers compensation and similar and related property and casualty lines of insurance contemplated by this Agreement. The organizers of the Texas Public Entity Group are the political subdivisions originally executing this Agreement and any other lawfully constituted political subdivision agreeing to and adopting the terms and conditions of this Agreement.

6.02 The Group Review Committee (GRC) does hereby designate and appoint Titan Indemnity Company of San Antonio, Texas to receive on behalf of the Group payments heretofore or hereafter made to the Group by the participating political subdivisions.

6.03 A trust fund may be established exclusively for the purposes authorized by this Agreement for the Texas Public Entity Group created hereunder. Any monies in such trust fund shall be held in trust by the GRC or its designee, and shall be used to finance the expenses of operating the Texas Public Entity Group in carrying out the purposes of this Agreement. Such trust fund may be used for the purpose of purchasing reinsurance coverage and services in order to maintain financial strength and integrity as respects the Texas Public Entity Group. The trust fund created hereunder is established in order to enable participating political subdivisions to arrange collectively for the establishment and funding of the insurance coverages subject of this Agreement to be self-funded and reinsured.

6.04 The GRC declares that it or Titan Indemnity Company will hold, disperse and apply the trust fund or funds only in accordance with this Agreement.

6.05 Except as otherwise provided herein, the GRC shall be under no duty to take any action except as it shall agree in writing to take, nor shall it be under any duty to prosecute or defend any suit or claims. The GRC shall have no duty or responsibility whatever in connection with the administration or interpretation of any reinsurance agreement utilized to reimburse the

Texas Public Entity Group as respects coverages issued through the Texas Public Entity Group pursuant to this Agreement. It shall refer all such matters to the reinsurer.

6.06 The GRC shall not be liable to anyone for performance of its duties and responsibilities pursuant to this Agreement. The GRC shall have no duties, obligations, powers, authority or responsibilities in connection with the policies of coverage issued through the Texas Public Entity Group except as this Agreement shall provide. At any time the GRC may consult with and rely on the advice of legal counsel, actuaries, and other appropriate professionals, and the GRC shall have no liability to anyone for any action taken, suffered or omitted in good faith pursuant to the opinion of such legal counsel, actuary, or appropriate professional, the cost of which, if any, shall be born by the trust fund created hereunder. The GRC shall be vested with all rights, powers and prerogatives provided for under the Texas Interlocal Cooperation Act (Texas Government Code, Chapter 791). The GRC may enter into a reinsurance agreement providing for indemnification of any and all policies of insurance coverage issued to participating political subdivisions and providing for the administration of such policies of insurance by the reinsurer. The GRC does hereby designate Titan Indemnity Company of San Antonio as the initial reinsurer and will enter into a separate reinsurance treaty evidencing the duties and responsibilities of the parties.

6.07 The GRC shall be composed of not less than two (2) nor more than five (5) members, each of whom shall be appointed by the governing authority of the original organizers of the Interlocal Agreement and shall serve at the pleasure of such governing authorities. The members of the GRC shall be representatives of members of participating political subdivisions.

6.08 The GRC is specifically charged with the responsibility of drafting the policy of insurance coverage to be known as the Texas Public Entity Group Policy reflecting the coverages of insurance issued pursuant to this Agreement to participating political subdivisions. The GRC may discharge the duty of drafting a policy of insurance coverage by licensing from Titan Indemnity Company the Texas Public Entity Group policy form or forms. The GRC may hire or determine an actuary. The GRC may hire or determine the Texas Public Entity Group's legal counsel. The GRC may consult with its actuary and legal counsel prior to adopting the Texas Public Entity Group Policy of insurance.

6.09 Any and all payments made to the Texas Public Entity Group as respects coverages purchased pursuant to this Agreement shall be deposited in a banking institution and insured by the Federal Deposit Insurance Corporation and shall be held for the exclusive purpose of funding the claims payable under the policies of insurance issued through the Texas Public Entity Group or for the purpose of purchasing reinsurance coverage and services as respects such policies of insurance.

6.10 The Texas Public Entity Group Policy of insurance will be in writing and describe in detail the benefits to be provided, the exclusions, limitations and conditions relating to benefits, any other appropriate term or condition as respects coverage provided under such policy of insurance.

6.11 The GRC shall delegate the responsibility for the development, preparation and formulation of the Texas Public Entity Group Policy of insurance to the reinsurer.

6.12 Duties and responsibilities of each participating subdivision as respects the Texas Public Entity Group Policy of insurance shall be governed by the terms and conditions of such

policy or policies of insurance. The GRC shall have no duty, obligation or responsibility as respects any Texas Public Entity Group policy or policies of insurance except as provided in this Agreement.

VII.

TERM

7.01 This Agreement shall be effective as of the date designated as the Effective Date by each of the governing boards of each of the political subdivisions previously named herein (the "Effective Date"). This Agreement shall be effective as to any political subdivision subsequently agreeing to and adopting the terms and conditions of this Agreement as of the date designated as the "Effective Date" by the governing board of such political subdivision.

7.02 This Agreement shall be for a term of ten (10) years from the Effective Date hereof, and for year to year thereafter; provided, however, that any Party may terminate this Agreement at any time for convenience upon ninety (90) days prior written notice.

VIII.

INDEMNIFICATION

8.01 Neither Party shall assert against any other Party any claim for which it carries insurance coverage. Each Party agrees to waive, and require its insurers to waive, all rights of recovery and claims of any kind against the other Party to which its insurers may be subrogated arising out of or concerning this Agreement.

8.02 In no event will any Party ever be liable to any other Party for consequential or incidental damages, including, but not limited to, loss of profits or revenue, loss of use of property, costs of capital, costs in excess of estimates, costs of substitute coverages, or claims of constituents of the other Party, arising out of any cause or claim concerning this Agreement.

IX.

RELATIONSHIP OF THE PARTIES

9.01 It is not the intent of the Parties, nor shall this Agreement be construed, to create a partnership or joint venture between them. No Party is, nor shall be deemed to be, the agent of any other Party; nor shall one Party have the right to bind any other Party. No Party shall be liable for the obligations of any other Party to any third party, whether arising under this Agreement, or otherwise.

X.

NOTICES

10.01 Correspondence, notices and invoices shall be in writing and mailed certified mail return receipt requested, telefaxed, or delivered to the Parties at the principal address of the Party or at such other addresses as the Parties may from time to time designate in writing. All notices, correspondence or invoices shall be effective upon receipt.

XI.

GENERAL PROVISIONS

11.01 This Agreement constitutes the entire understanding of the Parties relating to the subject matter hereof and supersedes any prior written or oral understanding of the Parties with respect to the subject matter hereof. There shall be no modification or waiver as respects any provision hereof except in writing, signed by the Parties and made a part hereof.

11.02 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and assigns; provided, however, that no Party may assign this Agreement or subcontract these duties hereunder, in whole or in part, without the prior written consent of the other Party.

11.03 No failure or delay on the part of a Party to exercise any right or remedy shall operate as a waiver of such right or remedy, nor shall any single or partial exercise of any right or remedy preclude any further or other exercise of any such right or remedy. All rights or remedies

under this Agreement are cumulative and shall not be deemed exclusive of any other rights or remedies provided by law.


11.04 If any section or part of this Agreement is declared void or invalid by any Court of competent jurisdiction, such decree shall not effect the remainder of this Agreement, and such shall remain in full force and effect with the deletion of the part declared void or invalid.

11.05 The Parties hereto agree and intend that this Agreement and all disputes which may arise from, out of, under or respecting the terms or conditions of this Agreement or concerning the rights or obligations of the Parties hereunder, or respecting any performance or failure of performance by either Party hereunder, shall be governed by the laws of the State of Texas.

11.06 This Agreement shall continue in full force and effect for the full term hereof or until sooner terminated in accordance with Article VI hereof as long as two or more political subdivisions are parties hereto by original execution or subsequent adoption.

IN WITNESS WHEREOF, the undersigned have executed this Agreement in multiple counter parts.

Liberty County

By:  _____
JUDGE LLOYD KIRHAM, COUNTY JUDGE