

**FLORIDA SCHOOL RETIREE BENEFITS CONSORTIUM  
INTER-LOCAL AGREEMENT**

This Florida School Retiree Benefits Consortium Inter-Local Agreement (hereinafter referred to as the “Inter-Local Agreement”) is effective on the date fully executed by and among the undersigned initial organizing school districts, which collectively shall be referred to as the “Organizing Local Governments” and any other School District of the State of Florida that becomes a party hereto (who, together with the Organizing Local Governments, shall be collectively referred to as “Consortium Members”).

**I. WITNESSETH**

**WHEREAS**, Chapter 163.01, Florida Statutes, also known as the “Florida Inter-Local Cooperation Act of 1969,” (and hereinafter referred to as the “Act”) provides for the entry into consortium arrangements by certain governmental and educational entities for the provision of services and products to their respective jurisdictions; and

**WHEREAS**, the Organizing Local Governments have determined that it is in the best interests of their constituents that they join with other public agencies through the execution of this Inter-Local Agreement in order to provide effective cost health insurance to retirees of such Organizing Local Governments by participation in the Florida School Retiree Benefits Consortium.

**WHEREAS**, the Organizing Local Governments desire to create a separate administrative entity, to be known as the “Florida School Retiree Benefits Consortium” which shall administer this Inter-Local Agreement and possess the common powers specified herein; and

**WHEREAS**, the Organizing Local Governments have determined, as a matter of fact, that their entry into this arrangement will enable the provision of benefits and efficiencies that can accrue to Consortium Members by pooling their insurance needs and identifying providers of health insurance for groups of their retirees and negotiating to permit Consortium Members to purchase such insurance at more competitive rates than can be obtained by such Organizing Local Governments, individually, thereby realizing potential economies for Consortium Members;

**WHEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**I. DEFINITIONS**

1. “Consortium” shall mean the Florida School Retiree Benefits Consortium, as established pursuant to this Inter-Local Agreement.
2. “Consortium Board” shall mean the governing body of the Florida School Retiree Benefits Consortium, as established and empowered pursuant to this Inter-Local Agreement.

3. "Organizing Local Governments" shall mean the Florida public agencies which are, the initial, signatories to this Inter-Local Agreement and are limited to Florida public agency organizations.
4. "Public Agency" as used herein shall be limited to Florida public education organizations.

## **II. PURPOSE**

1. The purposes of this Inter-Local Agreement as set forth in the foregoing recitals are incorporated into, and made a part of, this Inter-Local Agreement.
2. The Organizing Local Governments hereby agree to create the Consortium for their benefit and for the benefit of other Consortium Members.
3. The Consortium shall be administered in accordance with and subject to the terms of this Inter-Local Agreement, the Bylaws, and other documents necessary to implement and carry out the purposes of the Consortium.
4. The purpose of the Consortium is to identify and negotiate for the provision of health insurance for persons who have retired from the Organizing Local Governments and for whom such benefits may be required; to offer non-medical benefits supplemental to the insurance benefits to be offered; and to realize the various potential economies, including administrative cost savings, for Consortium Members.

## **III. AMENDMENTS**

This Inter-Local Agreement constitutes the entire agreement of the parties hereto and of the Consortium. There are no promises, representations, or warranties other than those set forth herein.

The Consortium Board may amend this Inter-Local Agreement, provided that written notice is sent to the Consortium Members at least sixty (60) days prior to the effective date of any change described in such amendment.

## **IV. TERM OF INTER-LOCAL AGREEMENT**

The term of this Inter-Local Agreement shall commence and be effective on the date fully executed by the initial organizing signatories, and shall remain in effect unless revised or terminated in accordance with the provisions of the Inter-Local Agreement.

## **V. MEMBERSHIP**

Any non-member Florida public agency, which is authorized to be a party to an Inter-Local cooperation agreement under the Act, is eligible to become a party to this Inter-Local Agreement and a member of the Consortium. Membership in the Consortium may be granted upon mutual approval by the Consortium Board and the governing body of the proposed new Consortium Member and upon execution and delivery of a Participation Agreement by both

parties. Upon satisfaction of these conditions, the proposed new Consortium Member shall become a party to the Inter-Local Agreement and a member of the Consortium immediately, subject to all the provisions and obligations, and entitled to all privileges and rights, accorded to all of the Consortium Member under this Inter-Local Agreement.

## **VI. THE CONSORTIUM BOARD**

The Consortium Board shall consist of eleven (11) members as follows: One (1) member shall be a person selected by the Florida School Boards Association, Inc.; one (1) member shall be a person selected by the Florida Association of District School Superintendents, Inc.; one (1) member shall be a person selected by the Florida Association of School Administrators, Inc.; two (2) members shall be persons selected by the Florida Education Association; two (2) members shall be retirees from public school districts selected by consensus of the Directors; and two (2) members shall be persons serving as benefit managers from public school districts nominated and approved by participating districts; two members shall be persons selected by the Florida Educational Risk Management Association.

Board members will be appointed and will serve for three (3) year terms and shall be permitted to succeed themselves.

## **VII. POWERS AND AUTHORITY**

The Consortium Board is hereby empowered to take such collective action as is reasonable or appropriate to achieve the purposes set forth in this Inter-Local Agreement. In addition to the powers expressly provided for herein, the Consortium Board shall have such other powers as are permitted by law, including (without limitation) the authority in its own name to make and enter into contracts, to employ agents or employees; to acquire, construct, manage, maintain, or operate buildings, works, or improvements; to acquire, hold, or dispose of property; and to incur debt, liabilities, or obligations (provided that the debt, liabilities or obligations of the Consortium shall not constitute the debt, liability, or obligation of any Consortium Member except to the extent that it is assumed in writing by the Consortium Member in a separate instrument). The Consortium Board shall have the authority to amend this Agreement, set policy, adopt plans, and adopt budgets for the Consortium and to enter into collateral contracts on behalf of the Consortium; provided, however, the budget for the Consortium is subject to the final approval of the IBC Board of Directors. Neither the Consortium Board, its employees, nor agents shall have the power to bind or commit any individual Consortium Member.

## **VIII. OBLIGATIONS OF CONSORTIUM MEMBERS**

The Consortium Member shall represent and warrant that its governing body has duly authorized its participation in the Consortium and that the Consortium Member will comply with all state and local laws and policies pertaining to the provision of retiree health insurance benefits through its membership in the Consortium.

No Consortium Member shall be liable to pay or be responsible for payment of any sum of money to the Consortium or to any other Consortium Member or to any other person or party solely by reason of its execution of this Inter-Local Agreement. Any obligation of a Consortium

Member to pay any money to the Consortium under this Inter-Local Agreement shall arise only under the terms and provisions of policies that may be formally and specifically approved by the Consortium Board and provided in advance of an obligation being incurred to the Consortium Member, or in a separate contract, agreement, or instrument between the Consortium Member and the Consortium Board which specifically states the purpose, terms, rights, and duties of the contracting parties.

## **IX. LIABILITIES**

The Consortium and the Consortium Board shall have the authority to procure liability and other insurance for such purposes and in such coverage amounts as the Consortium Board shall deem appropriate from time to time. However, the execution and performance of this Inter-Local Agreement and the provisions hereof (including, but not limited to, the procurement of insurance) shall not be construed in any fashion or to any extent to waive any immunity accruing under applicable law to the Consortium Members, to the Consortium, to the members of the Consortium Board, its employees or agents, or to any other person or entity.

## **X. FISCAL RESPONSIBILITY**

The Consortium Board shall cause to be prepared an annual review of all funds administered by the Consortium or the Consortium Board, or as often as the Board otherwise deems necessary. Such review shall be prepared by a certified public accountant and presented to the Consortium Board which shall make available copies for viewing by Consortium Members.

## **XI. GOVERNANCE**

This Inter-Local Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and venue for all disputes arising under this Agreement shall lie in Leon County, Florida. Provided, however, any bid protest shall be conducted in the venue of the lead agency issuing a request for bids.

A copy of this Inter-Local Agreement and all subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of Leon County, Florida.

## **XII. DISCLAIMER**

NEITHER THE CONSORTIUM NOR ITS ENDORSERS WARRANT THAT THE OPERATION OR USE OF CONSORTIUM SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE CONSORTIUM AND ITS ENDORSERS HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS INTER-LOCAL AGREEMENT,

INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**XIII. MISCELLANEOUS PROVISIONS**

By the execution and delivery of this Inter-Local Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite action required to enter into and perform the terms of this Inter-Local Agreement.

**EXECUTED AND DELIVERED** by and between the Organizing Local Governments, and all local governments which subsequently elect to become Consortium Members.

This Inter-Local Agreement may be executed by the Organizing Local Governments as separate agreements and at separate times, each of which shall be considered separately and collectively as an original complete copy of the Inter-Local Agreement, as if each Organizing Local government had executed the same copy.

**TO BE COMPLETED BY THE ORGANIZING LOCAL GOVERNMENTS:**

By: \_\_\_\_\_  
(Name of Local School Board)

\_\_\_\_\_  
Signature of authorized representative

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed name and title of authorized representative