EDUCATION SERVICE CENTER REGION 12 INTERLOCAL AGREEMENT FOR Permanent Portable Buildings

The Texas Interlocal Cooperation Act, Texas Government Code § 791 et seq as amended, authorizes public entities to enter interlocal agreements to provide services to one another, such as the cooperative purchasing services offered under this interlocal agreement (the "Agreement").

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations.

This Agreement is hereby entered into between Texas Education Service Center Region 12 ("ESC

12") and _____,
("Participant") a public school district of the State of Texas, authorized by its Board of Directors to enter into this Agreement as prescribed herein.

I. Definitions.

i. "Groundforce is a private entity of the State of Texas contracted with ESC 12 to provide permanent portable buildings to ESC 12 to assist ESC 12, in making those offerings available to public schools, municipalities, counties, governmental entities, and other qualifying entities, their employees, and the dependents of employees.

ii. "Participating District(s)" are defined as any school district who enters into an interlocal agreement with ESC to lease or purchase a permanent portable building.

iii. "Awarded Providers" are defined as a qualified providers or vendors who submit a proposal in response to an ESC and are awarded and authorized by ESC.

II. Term of the Agreement. This Agreement shall become effective upon fulfillment of all the following conditions: (1) execution by the Participant, (2) approval by the Participant's Board of Directors, (3) returned to ESC 12, and (4) countersignature and approval or ratification by ESC 12's Board of Directors. This Agreement shall be automatically renewed annually by the Parties unless either Party gives thirty (30) days prior written notice of non-renewal or termination.

III. Participant Duties and Rights. Participant agrees that submission of this signed Agreement to Region 12 ESC is express representation that this Agreement was approved by Participant's Board of Directors with a quorum present at a properly called and noticed meeting and signed by an authorized District official. Participant agrees it

is solely responsible for identifying when utilization of an Interlocal Agreement is legal, appropriate, and in the best interest of the Participating District. Participant agrees that ESC 12 shall not be responsible or liable for Participant's use of an Interlocal Agreement if deemed inappropriate under their applicable law or policy through audit or similar finding. Participant agrees to enter a Supplemental Agreement with the vendor for any specific products/services provided to the Participant. Participant agrees to enter a Supplemental Agreement with Awarded Providers defining the specific terms and conditions of the provision of benefits by Awarded Provider to Participant. Participant agrees that ESC 12 is not a party to these Supplemental Agreements and any disputes or claims with Awarded Providers shall be controlled by the applicable Supplemental Agreements to which Region 12 ESC is not a party. Participant agrees to report all Supplemental Agreements to Groundforce. Participant agrees to make payments and perform administrative duties as required by their Supplemental Agreements with Awarded Providers.

IV. Termination. Either Party may terminate this Agreement with or without cause or for convenience with ninety (90) days written notice delivered to the other Party. Termination of this Agreement shall not affect active Supplemental Agreements and ESC 12 may continue to receive compensation for Supplemental Agreements entered while this Agreement was active. This Agreement may be terminated immediately if a law or regulation, financial exigency, or program change at ESC compels the cessation or reduction of the agreement.

V. General Provisions.

i. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

ii. Each Party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.

iii. No joint agency or joint real property ownership is created by this Agreement.

iv. This Agreement shall be governed by the law of the State of Texas and venue shall be in the state courts of the county in which the administrative offices of ESC 12 are located.

v. This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

vi. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

vii. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and the venue for all disputes arising under this Agreement shall lie in McLennan County, Texas.

viii. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

ix. This Agreement may be negotiated and transmitted between the Parties by electronic means, and the terms and conditions agreed to are binding upon the Parties. This Agreement may also be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

x. The parties to this Agreement do not enter the Agreement to protect any specific third party. The parties intend to exclude any benefit to be conferred upon a third party.

[Signature Page Follows]

APPROVED AND EXECUTED BY:

_____

[INSERT] Date

Participant Entity Name: _____

Participant Contact Name & Title: _____

Participant Contact Direct Email: _____

Participant Address: _____

_____

Participant Phone Number: _____

APPROVED AND EXECUTED BY:

_____

Kenny Berry, Executive Director Date
Region 12 Education Service Center