

COLLEGE STATION I.S.D.
9304 ROCK PRAIRIE ROAD, COLLEGE STATION, TX. 77845
(979) 764-5408

PURCHASING OFFICE

INTER-DEPARTMENTAL MEMO

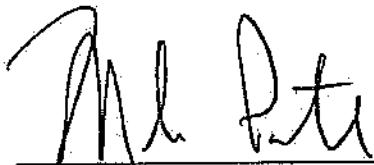
TO: Mike Martindale

SUBJECT: Interlocal Cooperation Agreement with Region IV for Education and Staff Development Opportunities and Services

DATE: October 3, 2017

In an effort to provide more sources for staff development services and materials for CSISD, I have worked with the Education Service Center Region IV to establish an interlocal cooperation agreement for Education and Staff Development Opportunities and Services. This agreement will enable district personnel to consult with experts from Region IV and take advantage of the training and staff development services offered by the service center so that our resources and services can be maximized.

It is my recommendation that the district approves the new interlocal agreement with Region IV for Education and Staff Development Opportunities and Services as presented.



Mark Pantel, Director of Purchasing

**INTERLOCAL COOPERATION AGREEMENT FOR
EDUCATIONAL AND STAFF DEVELOPMENT
OPPORTUNITIES AND SERVICES**

This Interlocal Agreement (hereinafter referred to as "Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between Region IV Education Service Center (hereinafter referred to as "ESC IV") and acting through its governing body, and College Station ISD (hereinafter referred to as "the District"), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Trustees.

RECITALS

WHEREAS, College Station ISD has the authority to authorize ESC IV to provide educational and staff development opportunities and services for the District, and ESC IV has the authority to so act; and,

WHEREAS, ESC IV has approved this Agreement; and,

WHEREAS, the District and ESC IV believe it is in the best interests of the students and staff of the District to enter into this Agreement; and,

NOW THEREFORE, ESC IV and the District for the mutual consideration hereinafter stated, agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to build on the District's progress and experience and ESC IV's expertise in establishing equity in training and staff development services. Both entities' objective is to ensure that all students and teachers have the opportunity to succeed in the classroom whether delivering or receiving instruction.

ESV IV and the District (collectively, "Collaborators") jointly commit to this objective: Provide consistent and useful staff development training to District staff.

**ARTICLE II
TERM**

- 2.1 This Agreement shall be effective from the date of the last signature and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This agreement may be terminated by either party with or without cause with thirty (30) days written notice.

- 2.2 **TERMINATION PARAMETERS** This Agreement may be terminated as follows:
- By the District upon thirty (30) days' notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
 - By mutual written agreement of the parties, upon thirty (30) days prior notice; or
 - By either party immediately if the other party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the parties.
- 2.3 **NON-APPROPRIATIONS CLAUSE.** Notwithstanding any contrary provision of this Agreement, each payment obligation of the District created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of Services. If such funds are not allocated and available, this Agreement may be terminated by the District at the end of the period for which funds are available. The District shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit the District to terminate this Agreement in order to purchase similar services from another party.

ARTICLE III PURPOSE AND SCOPE OF WORK

- 3.1 ESC IV agrees to:
- Provide the District with subsequent independent contracts and/or descriptive offerings of each of the programs and services that ESC IV provides through its respective divisions.
 - Provide services upon the submission of independent contracts or purchase orders within the ESC IV divisions.
- 3.2 College Station ISD agrees to:
- Participate in any or all of the services that ESC IV has to offer
 - Submit purchase order(s) or independent contract(s) for each of the programs it wishes to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase order for each of the programs.
- 3.3. As is. ESC IV makes this agreement available to ESC IV participating entities "as is" and are under no obligation to revise terms, conditions, scope, prices, and/or any requirements of the Contract for the benefit of the District.

ARTICLE IV
LIABILITY

- 4.1 Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers.
- 4.2 Neither party makes any express warranties and hereby disclaims any implied warranties, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. In no event shall either party be liable for any special, consequential or exemplary damages, whether arising in contract or in tort, whether direct, immediate, foreseeable, disclosed or not disclosed, arising from the performance of this Agreement.
- 4.3 In no event will ESC IV be liable to the District for any amount beyond the amount the District has paid ESC IV under this Agreement, and in no event will the District be liable to ESC IV for any amount beyond what has been earned by ESC IV as of the date termination.

ARTICLE V
MISCELLANEOUS

- 5.1 Venue for any litigation involving this Agreement shall be in Harris County, Texas.
- 5.2 If any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 5.3 This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of the Agreement which is not contained herein shall be valid or binding.
- 5.4 This Agreement may not be assigned by either party.
- 5.5 Non Exclusivity of Services. Nothing in the agreement may be construed to imply that ESC IV has an exclusive right to provide the District these services. During the Term of this Agreement, the District reserves the right to use all available resources to procure other professional services as needed and, in doing so, will not violate any rights of ESC IV.

ARTICLE VI
NOTICES

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be sent by certified mail, return receipt requested. Notice shall be sufficient if made or addressed as follows:

To ESC IV: Dr. Pam Wells
 Executive Director
 Region IV ESC
 7145 West Tidwell Road
 Houston TX 77092-2096

To District: Dr. Clark Ealy
 Superintendent, College Station ISD
 1812 Welsh Avenue
 College Station, TX 77840

Either party may designate a different address by giving the other party ten (10) days written notice thereof.

ARTICLE VII
ENTIRE AGREEMENT AND ATTACHMENT

This Agreement contains the entire Agreement among the parties and supersedes all other negotiations and agreements, whether written or oral.

THE UNDERSIGNED OFFICER AND/OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIALS AND HAVE THE NECESSARY AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THE PARTIES HERETO, AND EACH PARTY HEREBY CERTIFIES TO THE OTHER THAT ANY NECESSARY RESOLUTIONS AND/OR ORDERS EXTENDING SAID AUTHORITY HAVE BEEN DULY PASSED AND ARE NOW IN FULL FORCE AND EFFECT.

College Station ISD

ESC IV

Board President

Deputy Executive Director

Date

Date

RESOLUTION

A resolution of the Board of Trustees of College Station Independent School District (CSISD), College Station, Texas, approving the terms and conditions of an Interlocal Agreement between Education Service Center (ESC) Region IV providing for Education and Staff Development Opportunities and Services. Designating Mark Pantel, Director of Purchasing, as official representative of CSISD relating to this program.

WHEREAS, the Board of Trustees of CSISD has been presented a proposed Interlocal Agreement by and between Education Service Center Region IV and CSISD and its citizens, are hereby in all things approved.

WHEREAS, College Station Independent School District, College Station, Texas pursuant to the authority granted under sections 791.001 to 791.029 of the Texas Local Government Code, V.T.C.A., as amended, desires to participate in the described purchasing cooperative Bryan Independent School District and in the opinion that participation in this program offered will be highly beneficial to the taxpayers through the anticipated savings and improved efficiency to be realized.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF COLLEGE STATION INDEPENDENT SCHOOL DISTRICT, COLLEGE STATION, TEXAS

- Section I. The term and conditions of the agreement having been received by the Board of Trustees of College Station Independent School District and found to be acceptable and in the best interest of CSISD and its citizens or hereby in all things approved.
- Section II. Mark Pantel, Director of Purchasing of CSISD under the direction of the Board of Trustees of CSISD in all matters related to the agreement including the designation of specific contracts in which CSISD desires to participate.
- Section III. This resolution shall become effective from and after its passage.

Duly passed and approved this 17th day of October 2017.

ATTEST:

Valerie Jochen, President

Carol Barrett, Secretary