



# REGION 13

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## EDUCATION SERVICE CENTER

### INTERLOCAL PARTICIPANT AGREEMENT

#### Region 13 Purchasing Cooperative

#### I. General

Education Service Center, Region 13 ( Purchasing Cooperative) and Lamar CISD (member) is authorized to enter the following Interlocal Participant Agreement pursuant to the Texas Education Code §8.002 which directs education service centers to assist school districts in improving student performance and to provide resources to enable school districts to operate more efficiently and economically and by the Interlocal Cooperation Act, Government Code Section 791 et seq., for the purpose of joining and participating in the Region 13 Purchasing Cooperative. The purpose of this Agreement is to reduce the cost to school districts that desire to obtain or use the goods or services. The relationship assures compliance with state procurement requirements, identifies vendors of goods and services.

#### II. Services/Relationships

##### a. Region 13

- i. Region 13 shall make goods and services available indirectly or directly to Member through vendors that participate in required proposal, bid, or other selection activities. All goods and services must be identical to those specified in Region 13's Request for Proposal.
- ii. The Region 13 Purchasing Cooperative will oversee and manage the procurement process by achieving best value for participating school districts.

##### b. Member

- i. Orders will be placed directly with the vendor involved unless the Member and Region 13 agree in writing to a different method to be used for ordering goods or requesting services.
- ii. Member(s) shall be responsible for a vendor's compliance with order or service provisions related to quantity and terms of delivery and shall make payment directly to the vendor.
- iii. Member(s) will designate a primary contact
- iv. Member(s) will submit purchase orders and/or vendor contracts to the Region 13 Purchasing Cooperative.
- v. Accept shipments of products ordered from awarded vendors.
- vi. Process payments to awarded vendors in a timely manner.

#### III. Term

The initial term of this Agreement shall begin on \_\_\_\_\_, and shall continue until \_\_\_\_\_, unless terminated sooner. This Agreement shall automatically renew for

successive one-year terms unless it is terminated sooner in accordance with the provisions of this Agreement.

**IV. Limitation of Liability**

In no event shall Region 13, its employees or consultants be liable to Member or any other entity of person for any loss or for any indirect, incidental or consequential damages arising out of the use of the cooperative purchasing program.

**V. No Waiver of Immunity**

Region 13 does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Contract and performance of the functions of obligations described herein. Nothing herein shall be construed as creating any personal liability on the part of any trustee, officer, director, employee or representative of Region 13.

**VI. Termination**

- a. Member(s) may terminate this agreement at any time within 10 days of written notice to Region 13.
- b. Region 13 may terminate Member's participation within 10 days written notice if MEMBER fails to make payments to vendors for uncontested debts or fails to otherwise abide by this Agreement.
- c. Region 13 may terminate Member's participation on 30 days' notice without cause.

In the event of termination for any reason, Member remains financially responsible for any purchase occurring before or after the termination date.

**VII. Relationship**

Nothing in this Agreement shall create or establish the relationship of employer and employee between Region 13 and any employee or agency of the Member. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Member and any employee or agent of Region 13. The Agreement does not create a joint venture or business partnership under Texas law.

**VIII. Provisions**

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.

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.

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. 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

Dated to be effective this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**Education Service Center Region 13**

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Participating School District**

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_