

This Interlocal Participant Agreement ("Participant Agreement") is entered into by the Members of We Go Public, Go Public (Bexar County School Boards Coalition), and Go Public Gulf Coast ("Parties"), acting on behalf of their school districts.

This Interlocal Agreement ("Agreement") is made and entered into by and between **school district A**, a political subdivision of the State of Texas, and **school district B** a political subdivision of the State of Texas, in addition to other parties that may join this Agreement under separate addendum, (individually "Party" and collectively "Parties"), pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, for the purpose of securing various goods and services.

### **RECITALS**

WHEREAS, each Party is a governmental entity authorized to be a party to an agreement under the Interlocal Cooperation Act; and

WHEREAS, Texas Education Code § 44.031(a) permits school districts to procure goods and services through an interlocal agreement;

WHEREAS, the Parties to this Agreement are collectively discharging their governmental functions by increasing their bargaining power to secure a variety of goods and services for a public purpose; and

WHEREAS, the terms of each project or service (each a "Service" and, collectively, the "Services") shall be evidenced in an addendum in a form approved by the Parties ("Addendum") and each Addendum shall be subject to the terms and conditions of this Agreement; and

WHEREAS, this Agreement shall constitute an interlocal cooperation agreement as authorized pursuant to the provisions of Chapter 791 of the Texas Government Code.

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the Parties agree as follows.

### **TERMS AND CONDITIONS**

1. **Administrator.** The Parties authorize and designate We Go Public, a Texas nonprofit corporation and 501(c)(3) tax exempt organization, to serve as the Administrator for this Agreement. The Parties' authorization and designation of Administrator is attached and incorporated by reference as **Addendum 1**. We Go Public's terms of acceptance of this designation are attached and incorporated by reference as **Addendum 2**.
2. **Termination.** This Agreement shall be effective upon execution by the undersigned Parties and shall continue until completely terminated as provided by this Agreement.
  - a. Termination by a Party will occur as follows:

- (i) By a Party giving 30 days prior written notice to the Administrator, set forth in **Addendum 1**, terminating its participation in this Agreement.
  - (ii) By a Party failing to secure Services with any of the providers made available under this Agreement for a period of 12 months.
- b. This Agreement shall be deemed terminated in its entirety if fewer than two Parties (whether the undersigned signatories or those who signed the Additional Party Addendum) fail to participate in the Agreement.
- c. Each Party agrees that upon termination of this Agreement the terminating Party will continue to fulfill and be bound by its obligations entered into with the providers of any and all Services facilitated in accordance with this Agreement. Such obligations are independent of any provision contained in this Agreement and shall survive the termination of this Agreement by the terminating Party.

### 3. **Services.**

- a. Pursuant to this Agreement, the Administrator may carry out any action authorized by law on behalf of, with, or in conjunction with the Parties (the “Authorized Actions”). While not an exhaustive list of all Authorized Actions, the parties agree that each of the following are Authorized Actions:
  - (i) The Administrator may undertake the customary work related to purchasing goods and services, which shall include but not be limited to (i) administrative activities, (ii) financial transactions, (iii) procurement of goods and services, (iv) marketing and communications, and (v) contracting with consultants.
- b. Any additional service, project, or other action (each a “Service”) that is not an Authorized Action may be agreed upon by the Parties from time to time. Proposed Services shall be submitted to the Parties for approval pursuant to the terms of this Agreement. Such Services may include any Service which may be necessary, useful, or desirable to lessen the burdens of government and to serve the public purposes and functions of the Parties. After the Parties approve a Service, the Parties shall document the details of the Service in an Addendum.

## **GENERAL PROVISIONS**

1. **Authorization to Participate.** Each Party represents and warrants that its governing body has duly authorized its participation in this Agreement.
2. **Current Revenue.** Each Party hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current party revenues budgeted and available to the Party.

3. **Cooperation and Access.** Each party agrees that it will cooperate with any reasonable request for information and/or records made by the Administrator for the purpose of facilitating compliance with this Agreement.
4. **Captions.** The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection.
5. **Severability.** If any provision of this Agreement or the application to any person or circumstance shall be held to be invalid, the remainder of this Agreement and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Parties declare that this Agreement would have been enacted without such invalid provision.
6. **Notice.** Unless otherwise provided, any notice, request, or report provided or permitted to be given, made or accepted by any party to any other party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by personal delivery to such party. Notice deposited in the mail in the manner described shall be conclusively deemed to be effective, unless otherwise stated, from and after the expiration of three (3) business days after it is so deposited. Notice given by personal delivery will be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties hereto shall, until changed as hereinafter provided, be as follows:

A. If to SCHOOL DISTRICT A, to:

[ADDRESS]

With a copy to:

[ADDRESS]

B. If to SCHOOL DISTRICT B, to:

[ADDRESS]

With a copy to:

[ADDRESS]

The Parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least ten (10) days' written notice to the other Parties.

7. **Merger.** This Agreement, together with any Addendum, represents the complete understanding of the Parties. To the extent there is any conflict between the terms of this Agreement and that of any prior agreements, this Agreement shall control and take precedence. Each Party agrees that any obligation entered into with providers of any and all Services facilitated in accordance with this Agreement, is independent of this Agreement and that such obligation is enforceable outside of this Agreement.
8. **Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue for all disputes arising under this Agreement shall lie in Comal County, Texas.
9. **Disclaimer.** Neither any Party to this Agreement (i) is a guarantor of a provider's performance, claim determinations, or solvency; (ii) bears any risk for the Services secured under this Agreement; or (iii) is liable for any actions or failure on the part of any vendor, carrier, reinsurer, stop loss carrier, broker or agent.
10. **No Derivative Rights.** Other than the rights and benefits afforded to the Administrator, nothing in this Agreement is intended to confer, nor does it confer, any benefits, rights, claims, or remedies upon any person or entity, other than the Parties hereto.
11. **Liability.** Without waiver of any disclaimer in this Agreement, the Parties agree as follows:
  - a. No Party to this Agreement waives any immunity from liability afforded under law;
  - b. In the event of a lawsuit or other formal adjudication, the prevailing party will be entitled to recover reasonable attorney's fees.
12. **Amendment.** This Agreement may not be modified or amended in any manner other than by written agreement containing such modification or amendment, to be executed by the Parties to this Interlocal Agreement, with such change not being effective on all Parties until all have received 30 days prior written notice of such change.
13. **No Assignment.** Neither party may assign its rights or obligations, in whole or in part, without prior written consent of the other party.
14. **Cooperation.** The Parties agree to execute and deliver all documents, provide all information, and take or forebear from any such action as may be necessary or appropriate to achieve the purposes of this Agreement, and they shall further perform the applicable provisions of this Agreement in good faith and with due diligence and in cooperation with the other party.

15. **Signatures/Counterparts.** The failure of a Party to provide an original, manually executed signature to any other Party will not affect the validity, enforceability or binding effect of this Agreement, because any Party may rely upon a facsimile or digital signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

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**WE GO PUBLIC INTERLOCAL PARTICIPANT AGREEMENT**

**IN WITNESS WHEREOF, the undersigned Parties, acting through their duly authorized representatives, accept this agreement.**

Dated to be effective this the \_\_\_\_\_ day of \_\_\_\_\_

**SCHOOL DISTRICT A PARTICIPANT**

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

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

Participating School District Name: \_\_\_\_\_

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

Signature

**SCHOOL DISTRICT B PARTICIPANT**

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

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

Participating School District Name: \_\_\_\_\_

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

Signature