INTERLOCAL GOVERNMENTAL AGREEMENT FOR THE PROVISION FOR DISPLAY OF
STATE ADOPTED TEXTBOOKS AND DISPLAY AND
CHECKOUT OF TEXTBOOKS UP FOR ADOPTION BETWEEN
EDUCATION SERVICE CENTER, REGION 2, AND
TEXAS A&M UNIVERSITY CORPUS CHRISTI

Education Service Center, Region 2 ("Region 2") and Texas A&M University Corpus Christi ("Local Agency") enter into the following agreement regarding the provision for display of state adopted textbooks and display and check out of textbooks up for adoption.

Witnesseth

WHEREAS, Local Agency is an institute of higher education located in Nueces County, Texas;

WHEREAS, Region 2 is an education service center, located in Nueces County, Texas and established pursuant to Texas, Education Code § 8.001:

WHEREAS Textbook display is the agreement to display in an accessible manner state adopted textbooks and material to be adopted in the current year ("the collection");

WHEREAS, Region 2 is giving authority to house the collection to Local Agency;

WHEREAS, Region 2 and Local Agency are authorized to enter into this Agreement pursuant to the INTERLOCAL Cooperation Act, Texas Government Code § 791.011 et. seq., which authorizes local governments to contract with each other and to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, Region 2 and Local Agency agree as follows:

1. Region 2 will provide Local Agency with the collection of currently adopted textbooks that are up for adoptions each year will be delivered to Local Agency to be placed on display and available for checkout to the general public.

2. Local Agency will accept the collection provided by Region 2 pursuant to all the terms of this agreement and TEA’s policies for textbook display required of Region 2. Local Agency has the right to process this collection in accordance to processing standards for inclusion in Local Agency’s collection.

3. Local Agency agrees not to sell, transfer, assign, provide, or otherwise distribute textbooks without written authorization from Region 2.

4. Either party may terminate this agreement by providing the other party with at least ninety days (90) written notice.

5. In the event this agreement is discontinued, Local Agency will give Region 2 60 days to get the collection moved and set up at Region 2.

6. Local Agency agrees, therefore, to be responsible for, and to the extent authorized by the Constitution and laws of the State of Texas, and the Constitution and laws of the U.S. Government to indemnify Region 2 against, and harms that may happen to third parties or to Local Agency resulting from Region 2's faithful (non-tortuous) performance of its agreements hereunder. If harms result to third parties or to Local Agency from some negligent act or omission, or otherwise tortuous conduct, whether negligent, or grossly
negligent, Region 2 will be responsible, and will indemnify Local agency, to the extent it is authorized to do so under the Constitution and laws of the State of Texas.

7. The Parties agree that Region 2 shall not be held responsible or liable for situations where the security, stability, or availability of the collection is compromised by Local Agency.

8. The Local Agency agrees its use of the collection will be in a manner consistent with this Agreement, the Operating Rules, the Policies, and with all applicable laws and regulations, including without limitation, copyright, trademark, and export control laws. The Local Agency and Region 2 agree neither is responsible for any use or misuse of the collection outside of their direct control. Local Agency to adhere to the time line for display of current year adoption set by TEA.

9. Region 2 makes no express or implied warranty or condition with respect to the textbooks to be supplied to the Local Agency, including without limitation any implied warranty or merchant ability or fitness for a particular purpose. The collection provided and distributed on an "As is" basis without warranty or any kind, either express or implied. Neither Region 2 nor Local Agency make any warranty or condition respecting the result of the collection or that errors in the collection will be corrected, or that the functionality derived by the collection will meet the Local Agency’s requirements.

10. Renewal of the contract will be in accordance with Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. The Board of Trustees of Regions 2 reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.

11. This two-year contract may be renewed for two (2) additional years if the Local Agency along with Region 2 representatives mutually agree.

12. This agreement shall be governed by the law of the State of Texas. The obligations and undertakings of each of the parties to this agreement shall be performed at Corpus Christi, Nueces County, Texas.

EXECUTED in Corpus Christi, Texas on 13 day of August, 2007

Education Service Center, Region 2

Sam Wallace
Associate Director Information Systems
Education Service Center, Region 2

Texas A&M University Corpus Christi

Christine Shupala
Library Director
TXA&MUCC

8/13/07

Date

8/17/07

Date