

**INTERLOCAL AGREEMENT
BETWEEN
HOUSTON INDEPENDENT SCHOOL DISTRICT
AND**

_____ INDEPENDENT SCHOOL DISTRICT (____ ISD)

This Agreement is entered into between the local governmental bodies shown below pursuant to the "Interlocal Cooperation Act," Chapter 791 of the Texas Government Code, and in compliance therewith.

- I. **GENERAL:** An Interlocal Agreement (Agreement) is one of the six procurement methods allowed under Section 44.031, of the Texas Education Code. This Agreement is entered into by and between Houston Independent School District hereafter referred to as "HISD" and _____ Independent School District hereafter referred to as "____ ISD" or "Client District" as the contracting parties, pursuant to Chapter 791, Texas Government Code. In consideration of the provisions, covenants and mutual responsibilities herein expressed, the parties hereto enter into this Agreement as follows:
- II. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for all purposes incident to this Agreement shall lie in Harris County, Texas.
- III. **PURPOSE:** The Client District and the Administrative Services Department of the Houston Independent School District (HISD) agree to enter into a five-year agreement for printing and related services. Under this agreement HISD shall provide printing consultation, printing and copying, signage, mailing, and graphic design services (collectively referred to as "services").
- IV. **TERM AND TERMINATION:** This Agreement shall commence on / /2025 and shall remain in effect until / /2030 , except with 60 days advance written notice of termination by either party in accordance with this Agreement.

Either party may terminate this Agreement at any time without cause upon sixty (60) days advanced written notice to the other party. In the event of termination by either party, each party will cooperate with the other party to facilitate the turnover of materials and records as needed to assure continued support or on-going operations.

- V. **DATA AND PROPRIETARY RIGHTS:** HISD retains for itself sole ownership of all proprietary rights in and to all designs, engineering details and other data pertaining to any discoveries, inventions, patent rights, software, improvements and all related materials originated and/or developed by HISD personnel. HISD will own all proprietary rights to all documents and proprietary or confidential information and/or trade secrets developed, created and/or originated by HISD prior to the commencement of this Agreement, or by HISD and the Client District during the continuation of this Agreement. Upon termination of this Agreement according to provisions in Section IV above, the Client District shall make available to the HISD and turn over at HISD's request, all records, documents, and proprietary information received from HISD.

- VI. **RECORDS, DOCUMENTS, AND CONFIDENTIALITY:** The Client District acknowledges and agrees not to disclose to any nonparty to this Agreement, other than as required to implement the terms of this Agreement, any documents, proprietary information, reports, operating information, financial data, or other business information, relating to the other parties without written permission from an HISD official, except as otherwise provided by the Texas Public Information Act or other applicable law.
- VII. **CONFIDENTIAL AND PROPRIETARY INFORMATION:** The parties may provide technical information and expertise to each other that is either: **(1)** marked as being confidential or, **(2)** if delivered in oral form, is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure **(i)** hold the disclosing party's Confidential Information in strict confidence, and **(ii)**, except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's employees on a need-to-know basis, and **(iii)** use the disclosing party's Confidential Information solely for performance of this Agreement. The foregoing requirement shall not apply: **(a)** to any portion of a party's publicly known information through no wrongful act or omission on the part of the receiving party; **(b)** to any such information that is already known to the receiving party at the time of the disclosure without similar non-disclosure obligations; **(c)** to any such information that is rightfully received by the receiving party from a third party without similar non-disclosure obligations; **(d)** to any such information that is approved for release by written authorization of the disclosing party; or **(e)** to any such information that is required to be disclosed by order of a court or government body or by applicable law, provided that the party intending to make such required disclosure shall promptly notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.
- VIII. **COMPENSATION FOR SERVICES:** The Client District agrees to pay for "services" based on individual orders placed for projects. The Client District agrees to pay for "services" rendered net thirty (30) days after receipt of an invoice for such services and upon acceptance and approval by each party. Any error or disputed amount in an invoice submitted for payment by HISD shall be handled in accordance with the Prompt Pay Act (Chapter 2251 of the Texas Government Code), including Section 2251.402, and the Client District's failure to comply with the provisions of the Prompt Pay Act shall constitute a waiver of any error or disputed amount in an invoice.
- The cost for other "services" provided herein will be determined by the project on a mutually agreed pricing structure. Each party can accept or reject projects for any reason.
- IX. **EVENTS OF DEFAULT:** Upon the occurrence of an Event of Default (as hereafter defined) by either party to this Agreement, the non-defaulting party may terminate this Agreement effective thirty (30) days from the date of written notice to the defaulting party. Each of the following events constitutes an Event of Default:
- A. The Client District fails to make any payments to HISD on or before the due date and fails to cure this delinquency within thirty (30) days of notice of such delinquency from HISD;

- B. The Client District fails to perform or observe any other duty or obligation to be performed or observed by it under this Agreement, and such failure shall continue for thirty (30) days after written notice thereof from HISD to the Client District, or
- C. HISD fails to perform any of its duties hereunder, and such
- D. failure shall continue for thirty (30) days after written notice of such failure sent by the Client District to HISD.

X. **IMMUNITY AND DISCLAIMER:** HISD does not waive or relinquish any immunity or defense on behalf of itself, and its trustees, officers, employees (paid or volunteer) and agents all in both their individual and official capacities, as a result of the execution of this Agreement and performance of the functions or obligations described herein.

In no event shall HISD be liable for any loss, inconvenience, claims or damages, including without limitation, any damages for loss of business profits, business interruption, or any other direct or indirect claims or causes of action, resulting from or arising out of this Agreement and the obligations herein.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against HISD. The Parties expressly agree that no provision of the contract is in any way intended to constitute a waiver by the Client District or HISD or the State of Texas of any immunities from suit or from liability that the Client District and HISD or the State of Texas may have by operation of law.

XI. **COMPLIANCE WITH LAW:** HISD and the Client District will comply and ensure that all vendors, employees, subcontractors and agents comply, with all applicable state and federal laws, executive orders regulations and guidelines including but not limited to:

- Family Educational Rights and Privacy Act, 20 USC 1232g as amended ("FERPA")
- Children's Online Privacy Protection Act Of 1998 ("COPPA")
- Protection of Pupil Rights Amendment ("PPRA")
- Individuals with Disabilities Act ("IDEA")
- Health Insurance Portability and Accountability Act, 45 CFR Part 160.103 ("HIPA")
- Health Information Technology for Economic and Clinical Health Act ("HITECH")
- Americans Disability Act as amended ("ADA")
- Equal Employment Opportunity, amended Executive Order No. 11375
- Energy Company Boycotts, TEX GOV'T CODE§ 2274.002
- Entities that Boycott Israel, TEX GOVT CODE § 2271.002
- E-Verify Program, Executive Order No. RP-80
- Firearm Entities and Trade Associations Discrimination, TEX GOVT CODE§. 2274
- Foreign Terrorist Organizations, TEX GOVT CODE§ 2252.152
- Human Trafficking Prohibition, TEX GOVT CODE§ 2155.0061

XII. **ERRORS AND OMISSIONS:** No accidental errors or omissions upon the part of either party shall relieve the other party of its responsibilities under this agreement, provided such errors and omissions are reported as soon after discovery as possible.

- XIII. **NO ASSIGNMENT:** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by either party without the prior written consent of the other party.
- XIV. **SECTION HEADINGS:** The heading of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.
- XV. **NOTICE:** Any notice required to be given under the provisions of the Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To: Houston Independent School District

Attn: Superintendent of Schools
4400 West 18th Street
Houston, Texas 77092

Copy to:

Attn: Chief Financial Officer
4400 West 18th Street
Houston, Texas 77092

To: [REDACTED] Independent School District

Attn: [REDACTED]
[REDACTED] (address)
[REDACTED], TX [REDACTED]

- XVI. **MISCELLANEOUS:** This Agreement shall constitute the complete understanding of HISD and the Client District and may not be modified in any manner without the express written consent of both parties.

If any portion of this Agreement shall be declared or held unenforceable for any reason, the remaining portions hereof shall continue in full force and effect. All exhibits attached hereto are expressly made a part of this Agreement.

Neither HISD nor Client District shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or internet equipment or service, epidemic or pandemic, other catastrophes, or any other occurrences which are reasonably beyond HISD or Client District. The party seeking relief due to force majeure is required to promptly notify the other party in

writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated on grounds unrelated to force majeure. Delay or failure of performance, by either party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. HISD and Client District shall not have any claim for damages against any other party resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event Client District's performance of its obligations under this Agreement is delayed or stopped by a force majeure event for longer than ninety (90) days, HISD shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of HISD's or Client District's contractual, legal, or equitable rights.

Except as otherwise expressly stated herein, no failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.

Client District agrees that the normal rules of construction that require that any ambiguities in this Agreement are to be construed against the drafter shall not be employed in the interpretation of this Agreement.

In WITNESS WHEREOF, the parties hereto (who, by signing below represent and acknowledge they have legal authority to bind their respective governmental entity) have caused this Agreement to be duly executed as of the date(s) set forth herein.

[SIGNATURE PAGE TO FOLLOW]

In witness thereof, the parties hereto have executed this Agreement:

Houston Independent School District
4400 West 18th Street
Houston, Texas 77092-8501

_____ Independent School District

_____, Texas 7____

[Not Required]

F. Mike Miles (Date)
Superintendent

Superintendent (Date)

**APPROVED AS TO FUNDING AND
BUSINESS TERMS:**

Dr. James Terry (Date)
Chief Financial Officer

Chief Financial Officer (Date)

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Erica Graham (Date)
Deputy General Counsel

General Counsel (Date)

OR

Catosha Woods (Date)
General Counsel