

Region 17 Information Network Interlocal Agreement

Effective on the date signed (and as of the 1st day of September, 1999), the undersigned Independent School Districts (the ISDs) and Education Service Center Region 17 (ESC 17), collectively referred to as the "Parties," entered into the following Agreement:

ARTICLE ONE ORGANIZATION, POWERS AND DUTIES

1.01. NAME: The name of the administrative agency created by this Agreement is the "Region 17 Information Network," herein referred to as "the Regional Network."

1.02. MISSION: The administrative agency is a consortium of independent school districts and the regional education service center, formed to plan, coordinate and facilitate the cooperative development and operation of a regional integrated telecommunications network ("the Regional Network"). The Network will enable Members to better serve the population of the South Plains area of the State of Texas, to further the mission of its respective Members, and to contribute to improved student learning and the overall educational and economic development of the region.

1.03. AUTHORITY: The Parties enter into this Agreement pursuant to the Interlocal Cooperation Act, Government Code, Section 791.001, et.seq., of the Texas Revised Civil Statutes, as amended (the "Act").

1.04. GOVERNMENTAL NEEDS: The governmental entities which are Parties to this Agreement and their public constituents need high quality telecommunications transmission capability to interconnect their facilities to provide enhanced services to their employees, students and to the public for education, video conferencing, information and data access and transferal, and other services that may be available through the Network. The Parties agree that there are valid governmental purposes served by implementing and operating the Regional Network.

1.05. POWERS OF THE AGENCY: In addition to, and not in derogation of any other power granted by statute, or otherwise, the Regional Network shall have the following powers to:

- a. employ personnel, perform administrative and fiscal activities, enter into and enforce contracts
in its own name, purchase goods and services and provide administrative services, all as necessary or appropriate to perform the Mission of the Regional Network;
- b. designate, contract with or otherwise secure the services of, one or more local governments to perform any or all of the services which the Regional Network could perform or which are necessary or appropriate to further the Mission of the Regional Network;
- c. apply for and receive grants and other funding from governmental and private sources on the same basis as other "local governmental entities" as defined in Government Code Subsections 791.003 (4), (A) and (B);

- d. facilitate the implementation, management, and utilization of the Network; and
- e. perform such other duties and exercise such other powers as may be necessary or appropriate to further the Mission of the Regional Network.

ARTICLE TWO MEMBERS

2.01 MEMBERS: The Regional Network will have Members, which will initially be those Parties signatory to this Agreement. Members must be educational entities. Additional Members may be added, on such terms and conditions as the Management Committee may deem appropriate. New Members shall become parties to this Agreement by execution of an Addendum to this Agreement.

2.02. VOTING: Members shall be entitled to one vote on each matter submitted by the Management Committee to a vote of the Members, and of those matters requiring approval of the Member, as set out in Article Three, Section 3.01 of this Agreement. A Member's vote shall be cast by the Superintendent of the ISD or the Executive Director of the ESC *or a designee*. Votes may be cast by proxy.

2.03. ENTITLEMENT TO FUNDING AND PREFERENCE:

a. Status as a Member shall not by itself entitle an educational entity to share, pro-rata or otherwise, in any equipment, grants or other funding secured by the Regional Network. The Parties recognize that some equipment, grants or funding may be specific to a particular area or group of entities, and that other entities outside that area, or not otherwise included in the group of entities specified, may not participate in or otherwise receive any portion of the equipment or funding, even though the applicant for the funding is the Regional Network. The Members recognize that the Management Committee will be bound by the terms of particular grants and that Members may receive funds received by grants only in compliance with the terms and conditions of the particular grant.

b. Subject to Subsection 2.03(a) above, distributions of equipment and funds will be at the discretion of the Management Committee.

2.04. DUES, ASSESSMENTS AND FEES:

a. The Members shall pay annual dues, which annual dues shall be set by the Management Committee and approved by the Members.

b. The Members shall pay assessments as the Management Committee, subject to Member approval, may from time-to-time levy for fixed and variable operating and capital costs of the Network.

2.05. TERMINATION OF MEMBERSHIP: Membership privileges may be terminated in three ways:

- a. non-payment of dues or assessments, which will automatically terminate an entity's status as Member ninety (90) days after the date on which the dues or assessments are payable unless the Management Committee decides to delay the effective date of termination of compelling reasons;

- b. a decision by a majority of the Management Committee that a particular entity's continued Membership is not in the best interests of the Regional Network; or
- c. an affirmative action by a Member to withdraw, which withdrawal shall be effective six months subsequent to the date of the notice of termination.

2.06. EFFECT OF TERMINATION OF MEMBERSHIP: Upon termination of an entity's Membership, the Member shall within thirty (30) days after the effective date of termination, either return any equipment and software acquired from or through the Regional Network, or pay the Regional Network the reasonable replacement value of such equipment and software on such terms and subject to such conditions as may be contained in any contract by which the Member received the equipment and software. Member agrees to grant reasonable access to the Regional Network personnel to remove equipment and software, or to disconnect Member from the Network. Upon termination of Membership, all connections with the Regional Network shall, at the discretion of the Management Committee, be severed. Termination shall not relieve the Member of the Regional Network of any liability to the other which arose or was incurred prior to the effective date of the termination of Membership.

2.07. LOCAL CONTROL: Notwithstanding any other provision of this Agreement, each Member shall retain sole control of buildings owned by it and the Member shall be the final decision-maker with respect to:

- a. scheduling and content of programs accessed through the Network in its buildings;
- b. which entities and persons may use its buildings and when they or any of them will have access; and
- c. which entities or persons will have access and when they or any of them will have access to the Network through facilities located in the Member's buildings;

provided, however, that for purposes of carrying out the Mission of the Regional Network, such as hardware and software installation, maintenance and repair to assure performance of the Network, or to remove or disconnect equipment and software upon termination of Members, Regional Network personnel shall, upon reasonable notice and with advance permission, have access at reasonable times, for reasonable periods, to the buildings owned by Members.

ARTICLE THREE MANAGEMENT COMMITTEE

3.01. GOVERNANCE: The affairs of the Regional Network shall be managed by its Management Committee.

3.02. ROLES AND RESPONSIBILITIES: The Management Committee shall have the duty to establish and implement the Network, which shall include, but not be limited to the following responsibilities:

- a. promote the exchange of services and information within the Network area;

- b. to the extent practicable, provide equitable access to the Network for communities in the network area;
- c. provide expertise to the Network Members;
- d. assure Network reliability and ease of use;
- e. facilitate cooperative resource sharing;
- f. facilitate the development of programs and services responsive to the needs of the Network area;
- g. assure the design of a Network which complies with current and projected industry standards and set specifications for both hardware and software that Members may use on, or in connection with, the Network;
- h. facilitate end-user training and support and Network coordination and management;
- i. maintain reasonable, quality service which is, to the extent practicable, economically sustainable for all Members;
- j. promote regular communications and cooperation among Members;
- k. seek sources of funding for Network activities, apply for grants available to the Regional Network, or otherwise, and coordinate any grant applications made by Members;
- l. allocate any financial support and equipment obtained, including any grants obtained through the Regional Network in accordance with the terms of the grants;
- m. identify common needs and problems and define innovative solutions;
- n. establish procedures regarding maintenance projects so as to minimize disruption of use of the Network;
- o. establish reasonable Network policies and procedures to ensure secure, efficient and continuous service to the Members and set standards against which such services may be measured;
- p. determine fees for use of the Network by Members and Non-Members;
- q. determine when, whether and the amounts of any assessments of Members (keeping in mind that assessments need not be uniform, pro-rata, or even cover all Members but can take into account various factors including, but not limited to, relative sizes of districts and the need for matching funds at particular locations);
- r. prepare annual operating and capital budgets for the upcoming three-year periods;

- s. perform such other duties, and exercise such other powers as may be deemed by the Management Committee to be necessary or appropriate to carry out the governmental and proprietary uses of the Network which might appropriately be performed by the Regional Network as a governmental entity.

3.03. NUMBER: The number of members of the Management Committee shall be nine. The Management Committee may establish by resolution, from time to time, the number of persons who will comprise the Management Committee.

3.04. SELECTION OF MEMBERS OF THE MANAGEMENT COMMITTEE: The initial Management Committee shall include superintendents of five Chapter 41 districts and superintendents of four Chapter 42 districts in Region 17, and the Executive Director of the ESC 17.

Beginning in June 1998 and in subsequent years, members of the Management Committee will be nominated by the Management Committee and elected by the Members to maintain the initial balance of representation.

3.05. QUALIFICATIONS OF MEMBERS OF THE MANAGEMENT COMMITTEE: All Members of the Management Committee shall be the Superintendent of ISDs which are Members of the Regional Network and are current with any payment of dues and any assessments. Termination of Membership for any reason will constitute an automatic resignation by any Board Member representing that entity.

3.06. TERMS OF MEMBERS OF THE MANAGEMENT COMMITTEE:

- a. The Members of the Management Committee shall be elected to serve staggered terms of three (3) years, unless elected to fill the unexpired term of a vacant position on the Management Committee, and except as to the initial Members of the Management Committee.

- b. The initial Members of the Management Committee shall draw lots to determine which will serve one (1) year terms, which will serve two (2) year terms, and which will serve three (3) year terms.

- c. The Members of the Management Committee shall be limited to two consecutive three (3) year terms.

3.07. ACTION BY THE MANAGEMENT COMMITTEE:

- a. A majority of the total number of the Management Committee then qualified and acting shall constitute a quorum for any meeting of the Management Committee. Once a quorum is present at any meeting of the Management Committee, each Member shall be entitled to one vote upon each member upon which the Board votes. The vote of the majority of the Board Members present at which a quorum is present shall be the act of the Management Committee unless a greater number is required by this Agreement.

- b. At any meeting of the Management Committee, Members may be present by proxy and may vote on any question, or may vote by any electronic or telephonic means approved by the Board.

3.08. MEETINGS: The Management Committee shall meet at least quarterly, or more often as needed, at such time and place as the Board may, from time-to-time decide. The Board Chair or any

two or more Members of the Board may call special meetings of the Management Committee.

3.09. ELECTRONIC OR TELEPHONIC MEETINGS: Subject to the provisions of this Agreement for notice of meetings, members of the Management Committee of any members of any committee designed by the Board may participate in and hold meetings of the Board or any committee by means of conference telephone, video conference or other electronic means by which all persons participating in the meeting can hear each other and the persons attending the meeting can hear the Board members, and participation in a meeting pursuant to this Section shall constitute presence of a person at such meeting.

ARTICLE FOUR DUES, ASSESSMENTS AND PAYMENTS

4.01. CURRENT REVENUES AND DEBT: Notwithstanding anything to the contrary that may be contained in this Agreement, all dues, assessments and payments by a Member under this Agreement must be made from current revenues available to that Member. All payments under this Agreement must be in amounts that fairly compensate the performing party for the services or functions performed under this Agreement.

ARTICLE FIVE TERM

5.01. TERM: This Agreement shall continue in force and effect for a period of one year from the date of this Agreement and for successive one-year periods thereafter, unless sooner terminated; provided, however, that in the event Government Code Section 791.001 (f) requires an annual renewal of this Agreement, the Members shall be deemed to have elected to renew the Agreement annually on the anniversary date of the Agreement unless the Members decide to terminate the Agreement by not less than an 80% vote of the Membership.

5.02. WITHDRAWAL: Notwithstanding Section 5.01 of this Agreement, any Member may withdraw at any time from this Agreement pursuant to Section 2.06 of this Agreement.

ARTICLE SIX GENERAL PROVISIONS

6.01. CONSTRUCTION: This Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the Members and the Regional Network created by this Agreement are performable in Lubbock County, Texas.

6.02. AUTHORIZATION: Each Member, by becoming a party-signatory to this Agreement, represents and warrants to the other Members that its respective governing body has authorized and approved the interlocal contract represented by this Agreement, that all required approvals have been obtained, and all prerequisites to the execution, delivery and performance of this Agreement have been obtained by or on behalf of the Member.

6.03. FISCAL YEAR: The fiscal year of the Regional Network shall be September 1 through August 31.

6.04. FISCAL AGENT: The fiscal agent of the Regional Network shall be Education Service Center Region 17.

6.05. AUDIT: The Management Committee shall cause an annual audit of the books and records of the Regional Network to be conducted. A copy of the audit shall be made available to each Member.

6.06. STAFF: Any person employed or retained by the Regional Network who remains employed by a Member or other organization shall be subject to the personnel rules that apply to other employees of that Member or other organization.

6.07. SEVERABILITY: In the event any provision of this Agreement is held to be illegal, invalid or otherwise unenforceable, that holding shall not affect any other provision of this Agreement, and this agreement shall be construed as if the unenforceable provision had never been included in this Agreement.

6.08. PROXIES: At any meeting of the Members, the Superintendent, or at any meeting of the Management Committee, a Board Member, may be present by proxy and may vote by proxy on any question, provided that the instrument authorizing the proxy is in writing and executed by the Superintendent and furnished to the person in charge of the meeting. Each designation of proxy shall be revocable, either by personal appearance by the person granting the proxy or in writing.

6.09. NOTICES: Notices and minutes of the meetings of the Management Committee shall be mailed to each of the Members of the Network as well as to the Members of the Management Committee.

a. The office of the Regional Network shall be at ESC 17, 1111 West Loop 289, Lubbock, Texas 79416.

b. Each Member shall give the Management Committee, or the person designated by the Board, the Member's correct mailing address, telephone number, FAX number and contact person, and notices shall be deemed delivered when properly addressed (i) three days after the deposit of the notice into the United States Mail, or (ii) immediately upon confirmation of receipt of a FAX transmission. Each Member shall be responsible for conveying any changes in the information with respect to the Member's mailing, telephone, FAX, or contact person.

This Agreement constitutes the entire agreement between and among the Members with respect to the Network and supersedes any prior understandings, whether written or oral, with respect to the Network.

This Agreement entered into as of the date first above written, by the undersigned:

Education Service Center Region 17
Name of Organization

Name of Organization

By: _____
Printed Name: Kyle R. Wargo
Title: Executive Director

By: _____
Printed Name: _____
Title: _____

Resolution of
_____ **Independent School District**

At a meeting properly called, at which a quorum was present, on motion duly made and seconded, it was:

RESOLVED, that _____ Independent School District hereby determines that it needs high quality telecommunications transmission capability to interconnect with other educational entities in Region 17 and elsewhere to provide enhanced services for its students and employees, and for citizens residing in the community; and, it was further

RESOLVED, that as a means of achieving its governmental needs, _____ Independent School District hereby agrees to join with other educational entities in an interlocal agreement pursuant to the Interlocal Cooperation Act, Government Code, Section 791.001, et.seq. of the Texas Revised Civil Statutes to form the "Region 17 Information Network;" and, it was further

RESOLVED, that the Superintendent of _____ Independent School District be, and is hereby authorized to sign the Interlocal Agreement and to take such other action as may be necessary or appropriate to enter into the Agreement and to perform such other duties, and exercise such other powers as a Member of the Network as otherwise may be deemed necessary or appropriate to carry out the governmental and proprietary uses of the Network on behalf of the _____ Independent School District.

The undersigned certifies that the above resolution was duly adopted on the ____ day of _____, 2004, by the Board of Trustees of the _____ Independent School District.

Superintendent

Chair, Board of Trustees

Memo of Understanding
Region 17 Technology Network

School District _____
Address _____

Phone _____

Contact for Technology Planning _____

_____ **ISD** has executed and attached hereto the Interlocal Agreement among school districts establishing the Region 17 Network. The district:

- **Will have a Local Area Network complete and a T1 line in place between the district and ESC 17 prior to installation of video equipment.**
- **Will participate in comprehensive training sessions.**
- **Will participate in comprehensive program planning sessions.**
- **Will pay a membership fee and any annual assessments set by the Management Committee to be eligible to receive telecommunications equipment from the Network.**

Superintendent

Date

Date Received _____