MASTER INTERLOCAL AGREEMENT

This Master Interlocal Agreement ("Agreement") is made by and between 791 Purchasing Cooperative ("791 COOP") and the Keller Independent School District (collectively referred to as the "Parties" or individually as the "Party") acting herein by and through their respective authorized officers, agents, and/or employees.

PURPOSE

WHEREAS, the federal, state, and territorial governments of the United States of America have expressly authorized and encouraged the use of cooperative purchasing agreements to increase quality and efficiency in purchasing for public, publicly funded, and other legally authorized entities; and

WHEREAS, 791 Purchasing Cooperative LLC through its purchasing cooperative named 791 Purchasing Cooperative (791 COOP) is committed to providing cooperative purchasing contracts with lead public agencies to eligible organizations, including, but not limited to, public and private K12 schools, cities, counties, institutions of higher education, and other eligible units of government ("Authorized Users") in all states in order to increase quality and efficiency in purchasing; and

WHEREAS, 791 COOP is authorized to contract with the End User entity through Chapter 791 of the Texas Government Code, Chapter 252, 262, and 2269 of the Texas Government Code, Chapter 44 of the Texas Education Code, and other relevant federal and state laws to provide goods and service through legally compliant mechanisms; and

WHEREAS, The Parties wish to enter into this Agreement to maximize spending power of End User entity and provide increased efficiency in the sourcing and purchase of goods and services; and

WHEREAS, the governing bodies of the Parties, individually and corporately do hereby adopt and find the foregoing promises as findings of said Authorized Users; and

NOW, THEREFORE, premises considered, and in consideration of and conditional upon the mutual covenants and agreements herein, the Parties herein mutually agree as follows:

AGREEMENT

1. **Term:** This Agreement is effective for ten (10) years from the date of the last signature and shall automatically renew annually unless either party gives sixty (60) days prior written notice of non-renewal.

2. **Permissions**: This Agreement shall: (1) Allow Authorized User/End User entities to purchase goods and services by purchase order, contract, agreement, or other legally permitted mechanisms through 791 COOP's competitively awarded vendor list; (2) allow the Authorized User to access 791 COOP's cooperative contracts to purchase products or services from vendors which have been awarded contracts through statutorily authorized methods; and (3) allow the Authorized User/End User entities to access 791 COOP subject matter expertise to facilitate best practices in sourcing and procurement.

3. **Relationship**: The relationship between the Parties is that of the Independent Contractor. Neither Party has the authority to bind the other in any manner beyond the terms of this Agreement. The

End User entity may be required to enter into subsequent contractual arrangements with 791 COOP to ensure pricing, standards, and compliance, and for specific products or services.

4. **Confidentiality and Safeguarding:** To the extent permitted and/or required by laws of Authorized User's operation's jurisdiction, proprietary information and intellectual property of 791 COOP will be shielded from public inquiry without the prior written consent of 791 COOP.

5. **Venue and Governing Law**: The Parties covenant and agree that any litigation relating to this agreement, the terms, and conditions of the agreement will be interpreted according to the laws of the State of Texas and the venue shall be exclusively in Tarrant County, Texas.

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Jeffrey Shokrian, CEO   Date
791 Purchasing Cooperative

_____|_____   _____

Dr. Charles Randklev Board President   December 19, 2024

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_ Keller Independent School District   _ 350 Keller Parkway, Keller TX 76248

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_ 817-744-1000   _ purchasing@kellerisd.net