

INTERLOCAL AGREEMENT
Made by and between
McKinney Independent School District and Region 18 Education Service Center

FOR
INSTRUCTIONAL SUPPLIES/MATERIALS

This Interlocal Agreement for the above-mentioned scope of products and services ("Agreement") is made by and between MCKINNEY INDEPENDENT SCHOOL DISTRICT ("Local Educational Agency, referenced herein as 'LEA'") and REGION 18 EDUCATION SERVICE CENTER ("Region 18 ESC"), (collectively referred to as the "Parties" or individually as the "Party") acting herein by and through their respectively authorized officers or employees. This agreement shall be effective on the date it is executed by all the Parties ("Effective Date").

PREMISES

WHEREAS, Chapter 791 of the Texas Government Code authorizes governmental entities, including regional education service centers and local educational agencies (LEAs), to contract with each other to provide governmental functions and services; and

WHEREAS, regional education service centers may offer any service requested and purchased by any LEA or campus in the state; and

WHEREAS, Region 18 ESC provides standard and customized products and services for local education agencies (LEAs); and

WHEREAS, the Parties wish to enter into this Agreement to provide the LEA with the aforementioned scope of products and services upon request by the LEA; and

WHEREAS, the governing bodies of the Parties, individually and together, do hereby adopt and find the foregoing premises as findings of said governing bodies; and

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

AGREEMENT

1. PURPOSE

The purpose of this Master Interlocal Agreement is to establish a framework for the LEA to legally procure instructional supplies and materials from Region 18 ESC as specific needs arise. This agreement provides the LEA with flexibility in determining which instructional resources will be purchased, allowing the LEA to select products and materials that support its evolving educational priorities. By entering into this agreement, LEA ensures access to Region 18 ESC's

standard and customized instructional solutions, aligned with its goal of enhancing student achievement and campus performance. Any related non-competitive certifications approved by the Texas Education Agency held by Region 18 ESC at the time of service are complimentary to this agreement.

2. TERM OF AGREEMENT

2.1. Term.

This Agreement shall become effective on the date upon which it is fully executed by the authorized signatories of both parties (the 'Effective Date') and shall continue in effect until terminated by either party in accordance with the terms set forth in Section 2.2.

2.2. Termination.

Either party may terminate this Agreement at any time by providing written notice to the other party. Termination shall not affect any rights, obligations, or deliverables under specific scopes of work that are already in progress or have been initiated. Both parties agree to complete any outstanding obligations related to services that have been procured through a properly executed purchase order prior to termination. The intent is to ensure the survivability of any agreed-upon deliverables, allowing both parties to fully execute their responsibilities under the terms of this Agreement.

3. DUTIES AND RESPONSIBILITIES

3.1. Region 18 ESC Duties and Responsibilities.

- Pursuant to this Agreement, Region 18 ESC will provide available services and products as requested by the LEA.

3.2. LEA Duties and Responsibilities.

Pursuant to this Agreement, LEA will maintain the following responsibilities:

- Retain sole authority to select services or products based on its operational needs.
- Issue properly executed orders to initiate services from Region 18 ESC.
- Provide timely communication to facilitate efficient service delivery.
- Comply with all applicable laws concerning timely payments for services rendered.

4. AGREEMENT AMOUNT AND COMPENSATION

Compensation for instructional supplies and materials will be based on standard rates or set prices at the time of service. Region 18 ESC and the LEA agree that specific pricing structures will be determined as needs arise and finalized through properly executed orders or agreements.

All payments made under this Agreement must be made from current revenues available to the paying party. LEA acknowledges their responsibility to ensure that funds are available at the time of payment. Payments shall also comply with the Texas Prompt Payment Act (TX Government Code Ch. 2251) to ensure timely compensation for the delivery of instructional supplies and materials.

5. MISCELLANEOUS PROVISIONS

5.1. Liability.

No Party assumes the liability for the duties and/or responsibilities under control of the other Party or for the actions of the employees of the other Party.

5.2. Immunity as a Defense.

Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, or to waive any immunity or defense to which either Party may be entitled, nor to create an impermissible deficiency debt of either Party.

5.3. Notices.

Notices under this Agreement shall be in writing and delivered to the other Party at the following respective addresses:

LEA: McKinney Independent School District
1 Duvall Street
McKinney, TX 75069-3211
Phone: 469-302-4009
Fax: N/A
Attn: [Laura Duree](#)
Cc: [Purchasing Department](#)

**REGION 18
ESC:** Region 18 Education Service Center
2811 LaForce Blvd.
Midland, Texas 79706
Phone:
Attn:
cc:

5.4. Relationship.

The relationship between the Parties is that of Independent Contractors; neither Party has the authority to bind the other in any manner. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between LEA and Region 18, or any employee or agent of Region 18. This Agreement shall not be interpreted or construed as creating or establishing the relationship of employer and employee between Region 18 and any employee or agent of LEA. This Agreement does not create a joint venture, business partnership or Agency relationship between the Parties.

5.5. 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 Collin County, Texas.

5.6. Assignment.

No party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

5.7. Severability.

If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect, and this Agreement shall be liberally construed to carry out the intent of the Parties.

5.8. Agreement.

This Agreement represents the entire Agreement between the parties and may not be modified, terminated or discharged except in writing and signed by all Parties.

5.9. Warranty.

By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action to enter into and perform the terms of this Agreement.

5.10. No Third-Party Beneficiary.

This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

5.11. No Joint Venture.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the parties hereto.

5.12. Implied Waiver.

The failure of either party hereto to insist, in any one or more instances, upon performance of any the terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by the other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.

5.13. Approvals or Consents.

Whenever this Agreement requires or permits approvals or consents to be hereafter given by any party hereto, the parties agree that such approval or consent shall not be unreasonably withheld. Such approval or consent shall be given in writing and shall be effective without regard to whether given before the time required herein.

5.14. Merger.

This Agreement constitutes the entire agreement between the parties relative to the subject matter hereof. There have been and are no agreements, covenants, representations, or warranties between the parties as to the subject matter hereof other than those expressly stated or provided for herein.

5.15. Cooperation.

Each party hereby agrees that it will take all actions and execute all documents necessary to fully carry out the purposes and intent of this Agreement.

[Signature Page to Follow]

This Agreement has been executed in multiple originals, each having equal force and effect, on behalf of the parties as following:

REGION 18 EDUCATION SERVICE CENTER

MCKINNEY ISD

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date