

MASTER INTERLOCAL AGREEMENT
BETWEEN REGION 15 EDUCATION SERVICE CENTER (ESC) AND
Brownwood ISD Brownwood, TEXAS

In 1967 the Texas Legislature directed that the State Board of Education provide, by rules and regulations, for the establishment and operation of regional Education Service Centers (ESCs). Chapter 8 of the Texas Education Code, enacted by the 75th Texas Legislature in 1997, specified the following purposes of ESCs: Regional Education Service Centers shall: Enable school districts to operate more efficiently and economically. Region 15 Education Service Center awards contracts for the members of the 791 Purchasing Cooperative under this authority.

THIS MASTER INTERLOCAL AGREEMENT ("ILA"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between Region 15 Education Service Center, hereinafter referred to as "Region 15 ESC," with its principal place of business: 612 South Irene Street, San Angelo, TX 76903. Region 15 ESC is a lead agency of 791 Purchasing Cooperative, hereinafter referred to as "791 COOP," having its principal place of business at P.O. Box 592867 San Antonio, TX 78259, and Brownwood Independent School District, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "Cooperative Member," having its principal place of business at 2707 Southside Drive, Brownwood, TX. 76801.

WHEREAS, Region 15 ESC is Regional Education Service Center of the State of Texas operating under Chapter 8 of the Texas Education Code; and

WHEREAS, pursuant to Chapter 8 of the Texas Education Code, Region 15 ESC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, Region 15 ESC is a Lead Agency for 791 Coop. Region 15 ESC has instituted a cooperative purchasing program with 791 Purchasing Cooperative, hereinafter referred to as the "791 COOP" under which Region 15 ESC contracts with eligible entities under the Act; and

WHEREAS, Cooperative Member has represented that it is an eligible entity under the Act, that its governing body has authorized this Agreement on _____ (Date), and that it desires to contract with Region 15 ESC on the terms set forth below;

WHEREAS, Master Agreements are made available by Lead Contract Awarding Agency (Region 15 ESC) through the 791 Purchasing Cooperative

NOW, THEREFORE, Region 15 ESC and the Cooperative Member do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Cooperative Member represents and warrants to Region 15 ESC that it is eligible to contract with Region 15 ESC under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 791 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

Region 15 ESC and the Cooperative Member agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3: WHOLE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall be effective when signed by the last party, making this Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renewals. Notwithstanding this provision, any party may terminate this Agreement and both parties can agree to amend this agreement as provided in Article(s) 7 or 8.

ARTICLE 5: SCOPE OF SERVICES

The Cooperative Member contracts with awarded contract holders for the purchase of certain products and services through the 791 COOP cooperative purchasing program. All purchases hereunder shall be in accordance with Texas statutes and procedures governing competitive bids and competitive proposals and in accordance with specifications and contract terms established by the contract, and at the prices available and published by 791 COOP. Ownership (title) to products purchased through contracts awarded pursuant to the 791 COOP program shall transfer directly from the contractor to the Cooperative Member. Nothing in this Agreement shall prevent the Cooperative Member from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.

ARTICLE 6: PAYMENTS

Upon delivery of goods or services purchased and presentation of a properly documented invoice, the Cooperative Member shall promptly, and in any case within thirty (30) days, pay the vendor and/or contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall Region 15 ESC have any financial liability to the Cooperative Member for any goods or services Cooperative Member procures through its cooperative purchasing program.

ARTICLE 7: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. Region 15 ESC reserves the right to make changes in the scope of products and services offered through the 791 COOP program to be performed hereunder. Amendments shall be labeled numerically as Amendment #1, #2, and succeeding numbers as necessary.

ARTICLE 8: TERMINATION PROCEDURES

Region 15 ESC or the Cooperative Member may cancel this Agreement at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligations of the Cooperative Member, including obligations to pay any vendor or contractor for all goods and/or services purchased under this Agreement, shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the Cooperative Member.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, pandemic, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.

ARTICLE 11: CONSENT TO SUIT

Nothing in this Agreement will be construed as a waiver or relinquishment by either party of its right to claim such exemptions, privileges and immunities as may be provided by law.

ARTICLE 12: LIMITATION OF LIABILITY

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BOTH PARTIES: REGION 15 AND 791 COOP; EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND COOP CONTRACT. THE 791 PURCHASING COOPERATIVE PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE 791 PURCHASING COOPERATIVE PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE 791 PURCHASING COOPERATIVE PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR COOP CONTRACT.

ARTICLE 13 MISCELLANEOUS

- a) The Cooperative Member hereby acknowledges and agrees that it is their intent of the parties that all provisions of this Agreement and that Contract Awarding Agency' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Cooperative Member further acknowledges and agrees that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
- b) This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tom Green County, Texas.
- c) The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- d) This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year first above written.

[SIGNATURE PAGE IMMEDIATELY FOLLOWING]

SIGNATURE PAGE

REGION 15 ESC

Lead Agency

By: _____

Signature of REGION 15 ESC

Name and Title

Date: _____

325-658-6571

Telephone

E-mail Address

P. O. Box 5199

Mailing Address

San Angelo, TX 76902-5199

City, State, ZIP Code

791 Purchasing Cooperative

(Administration Purposes)

By: _____

Signature of 791 Coop Program Manager

Name of 791 Coop Program Manager

Date: _____

Name of Cooperative Member

P. O. Box 593867

Mailing Address

San Antonio, TX 78259

City, State, ZIP Code

210-255-3596

Telephone

E-mail Address

Brownwood Independent School District

Name of Cooperative Member

By: _____

Signature of Chief Elected Official or Designee

Dr. Joe Young

Name of Chief Elected Official or Designee

Superintendent

Title of Chief Elected Official or Designee

Date: _____

PO Box 730

Mailing Address

Brownwood, TX. 76804

City, State, ZIP Code

Mitch Moore

Name of Primary Contact Person

Assistant Superintendent

Title of Primary Contact Person

325-643-5644

Telephone

PO Box 730

Mailing Address

Brownwood, TX. 76804

City, State, ZIP Code

mitchell.moore@brownwoodisd.org

E-mail Address

**791 PURCHASING
COOPERATIVE
BOARD RESOLUTION**

STATE OF TEXAS

FOR: THE REGION 15
EDUCATION SERVICE
CENTER

WHEREAS, the Board of Directors of Brownwood ISD, Brownwood, Texas,
(Named Public Agency) (City)

pursuant to the authority granted by TEX. GOV'T CODE § 791.001, *et seq*, desires to participate in the 791

Purchasing Cooperative offered by Region 15 Education Service Center, and in the

Opinion that participating in this program will be highly beneficial to the taxpayers through the anticipated savings to be realized.

Therefore, be it RESOLVED that the Brownwood ISD requests a stated need for
(Named Public Agency)

participation in 791 Purchasing Cooperative (791 Coop) whereby _____
(Name of Authorized Person)

is authorized and directed to sign and deliver any and all necessary requests and documents in connection therewith for and on behalf of Brownwood ISD.
(Named Public Agency)

I certify that the foregoing is a true and correct original Resolution duly adopted by the

Brownwood ISD and is filed on record at the 791 Coop office.
(Named Public Agency)

In witness thereof, I have set my hand and signature this _____ day of _____, 20_____.

By: _____
(Authorized Signature)

(Printed Authorized Name)

(Title)

This legal document will remain current on file until either party severs the agreement.