

This Master Interlocal Agreement (“Agreement”) is made by and between Education Service Center Region 11 (“ESC Region 11”) and \_\_\_\_\_ (“Local Government”), (collectively referred to as the “Parties” or individually as the “Party”) acting herein by and through their respectively authorized officers or employees.

### **PREMISES**

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services; and

**WHEREAS**, The Parties wish to enter into this Agreement to provide local governments with greater efficiency and economy in purchasing products and services; and

**WHEREAS**, the governing bodies of the Parties, individually and together, do hereby adopt and find the foregoing promises 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. **Term:** This Agreement is effective 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. **Purpose:** This Agreement shall: (1) Allow the Local Government to purchase products or services by purchase order, contract, agreement, or other appropriate legal method from ESC Region 11; and (2) Allow the Local Government to join ESC Region 11-sponsored purchasing cooperatives in order to purchase products or services from vendors which have been properly awarded contracts through statutorily authorized methods.
3. **Relationship:** The relationship between the Parties is that of Independent Contractor. Neither Party has the authority to bind the other in any manner. The Local Government may be required to enter into subsequent contractual arrangements with ESC Region 11 for specific products or services.
4. **Agreement and Interpretation:** 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 venue shall be exclusively in Tarrant County, Texas.
5. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

#### **Local Government**

\_\_\_\_\_  
 Name of Local Government

\_\_\_\_\_  
 Address of Local Government

\_\_\_\_\_  
 Contact Name and Telephone Number

\_\_\_\_\_  
 Board President or Authorized Rep Signature /Date

\_\_\_\_\_  
 Board Approval Date (if applicable)

#### **ESC Region 11**

1451 S. Cherry Lane  
 White Settlement, Texas 76108  
 Attn: Purchasing

\_\_\_\_\_  
 Authorized ESC Representative Signature      Date

\_\_\_\_\_  
 Authorized ESC Representative Title