

**EXHIBIT B**  
**MASTER INTERLOCAL AGREEMENT**

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

**RECITALS**

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  
NOW THEREFORE, 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 for services and/or goods selected for successive one-year terms unless either party gives sixty (60) days prior written notice of non-renewal. Notice of such non-renewal shall be sent according to Paragraph 13. If Member desires to elect to purchase different goods and/or services pursuant to this Agreement, Member shall complete the Annual Renewal Form, a copy of which is attached hereto as Exhibit B, in accordance with the instructions contained therein. The conditions set forth herein shall apply to the initial term and all subsequent renewals.
2. **TERMINATION:** Either party will be in default of this Agreement if such party fails to comply with any obligation in this Agreement and such failure continues for ten (10) days after receiving written notice from the non-defaulting party. In the event of default, the non-defaulting party, upon written notice to the defaulting Party, may terminate this Agreement for cause as of the date specified in the notice, and may seek other relief as provided by law. Region One or the Member may terminate this Agreement in writing at any time upon providing at least thirty (30) days written notice to the other party. The Member agrees to pay an amount which bears the same ratio to the total compensation as the services actually performed to the total services of this Agreement, less any compensation previously paid. The Member acknowledges that some service contracts accompanying this Agreement may not be subject to early termination and therefore early termination in such situations is void.
3. **SCOPE:** The scope of this Agreement is limited to the purchase of goods and/or services, other than engineering or architectural services or construction services, governed by the contracts between Region One and vendors offering such services/goods. The purchase of goods includes the purchase of any services reasonably required for the installation, operation, or maintenance of the goods. The Member acknowledges and agrees that the terms of the contracts between Region One and the vendors providing such goods and/or services are incorporated as if they were fully set out herein. The Member shall abide by the terms of the contracts for the goods/services the Member elects to purchase.
4. **ELECTION OF GOODS AND/OR SERVICES:** A list of the goods/service available for contracting through this Agreement is contained in the Election of Goods and/or Services Form, attached hereto as Exhibit A. Upon entering into this Agreement, the Member shall indicate on the Election of Goods and/or Services all goods and/or services the Member seeks to purchase for the initial term of this Agreement. For any subsequent renewals, the Member will complete the Annual Renewal Form.

5. RELATIONSHIP: The relationship between the Parties is that of independent contractor. Neither party has the authority to bind the other in any manner.

6. MEMBER RESPONSIBILITIES: The Member understands that certain federal requirements involve circumstances unique to the Member's transaction and must be completed by the Member. At the time of procurement, specific information about the Member's transaction is unavailable to Region One, including the funding source to be used, the total value of the transaction, any specific requirements of a particular grant, or the Member's local policy requirements. As a result, the Member is ultimately responsible for compliance with certain applicable requirements and is advised to consult with the Member's legal counsel or granting agency to confirm compliance with any applicable regulations. Depending on the value or nature of a specific transaction, specific grant conditions, or other requirements, the Member may be required to:

- a. Maintain written procedures regarding conflicts of interest of employees engaged in the selection, award, and administration of contracts or purchasing;
- b. Avoid the purchase of unnecessary or duplicative items;
- c. Prepare an Independent Estimate and conduct a Cost and Price Analysis where the total cost of any transaction will exceed the simplified acquisition threshold, and negotiate profit as a separate cost item (if a cost analysis is performed);
- d. Take any necessary steps to ensure minority businesses, women's businesses, and labor surplus area firms are used when possible (i.e. dividing a project into smaller tasks or quantities to maximize participation by small, minority, and women owned businesses); and/or
- e. Ensure compliance with provisions related to recovered materials and domestic preferences.

7. COOP MEMBERSHIP: The Member understands that by executing this Agreement it agrees to be a member of the Region One Coop.

8. CURRENT REVENUES: The Member hereby warrants that all payments required of it pursuant to this Agreement shall be made from current revenues budgeted and available to the Member.

9. PAYMENT TERMS: Invoices are generated upon selection of goods/services. Invoices shall be payable to Region One in accordance with the provisions of the Prompt Pay Act Texas Government Code Chapter 2251, within forty-five (45) days after the Member's receipt of the invoice and delivery of the goods or services, and interest shall be payable by the Member on all past due amounts at the rate specified in Section 2251.025(b), Texas Government Code.

10. SOFTWARE SERVICES: Should the Member elect to purchase any of the software services offered by Region One, the Member understands that it may be required to execute a license agreement for such software. If a license agreement is required for purchase and use of any software, the Member agrees to execute such agreement in a timely manner.

11. ENERGY COOPERATIVES: As detailed in the corresponding contract documents for any energy cooperatives, Member's membership in such groups is coterminous with Region One's membership.

12. OWNERSHIP OF WORK PRODUCT: All work product, including any concepts, products, research, reports, studies, data, or other documents, drawings or materials prepared by Region One in the performance of its obligations under this Agreement shall not be works for hire and shall remain the exclusive property of Region One. Any programs, data or other materials furnished by Region One for use by Member in connection with the Services performed under this Agreement will remain Region One's property, subject to any superseding licensing agreement or intellectual property rights of third parties.

13. NOTICE: Any notice required or permitted by this Agreement must be in writing and addressed to the party at the address set forth below, or such other address as is subsequently specified in writing. Notices will be effective as the date: (i) delivered by hand, (ii) delivered by national courier service or Registered/Certified Mail, postage prepaid, return receipt requested, (iii) received by facsimile, or (iv) received by email.

To Region One [need information]

To Member:

\_\_\_\_\_  
Name

\_\_\_\_\_  
E-Mail Address

14. AMENDMENTS: Region One may, from time to time, amend the terms of this Agreement including a change in program selection and an adjustment in the program fees, as may be necessary for the reasonable supervision and administration of this Agreement and to defray its reasonable administrative costs. No amendment shall become effective until the beginning of the next renewal term; provided, Region One has given not less than 60 days written notice. On an annual basis, Member will be expected to execute an Annual Renewal Form, a copy of which is attached hereto as Exhibit B, and may make changes to the goods/services it purchases except where not allowable under a specific program. Member is responsible for providing Region One with evidence that Exhibit B is duly authorized and payable from current appropriated funds of Member's governing body.

15. AUTHORIZATION: By entering into this Agreement, Member certifies that it has received board authorization for all expenditures for services and/or goods provided pursuant to this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized agents, sign this Agreement as of \_\_\_\_\_, 20\_\_\_\_\_.

REGION ONE ESC

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

MEMBER

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_