Education Service Center
Region 19
El Paso & Hudspeth Counties

6611 Boeing Drive
El Paso, Texas 79925-1010 (915)780-5096

www.esc19.net

(SS-PUR-F030.1)

Master Service Inter-Local Contract Between Education Service Center-Region 19 Allied States Cooperative (ASC)

& _____

(Agency Name)

Pursuant to Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271, Subchapter B of the Texas Local Government Code, and the Joint Exercise of Powers for Intergovernmental Agreements and Contracts of all States, this Interlocal and Cooperative Purchasing Program ("Contract") is made and entered into by and between Education Service Center-Region 19 Allied States Cooperative (A State Agency), located in El Paso,Texas and _____ (AGENCY NAME) located in_____(City), _____(State) for the purpose of providing services.

Preamble

Education Service Center-Region 19 is established to promote education in Texas and is also duly authorized to provide programs and services in the State of Texas and other States through Joint Powers Authority. Both ESC-R19 ASC and _____(Agency Name) desire to set forth in writing, the terms and conditions of agreement.

General Terms and Conditions

In consideration of mutual covenants and conditions contained in this Contract and other goods and consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. **Term.** Contract is effective from date of last signature and shall automatically renew annually unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause and thirty (30) days written notice.

2. **Agreement**. Terms of this Contract shall apply and will be considered part of any Addendum for programs and services delivered by ESC-R19 (ASC). This Contract and any attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of parties and there are no representations, agreements, arrangements, or initiatives, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.

3. **Purpose and Scope of Work**.

   A. ESC-R19 (ASC) agrees to:
   - Provide services upon the submission of independent contracts or purchase orders
   - Provide Agency with subsequent independent contacts and/or offerings of each of the programs and services that ESC-R19 (ASC) provides through ESC Region 19 ASC.

   B. Agency agrees to:
   - Participate in any and/or all of the services that ESC-R19 (ASC) offers.
   - Submit purchase order(s) and/or independent contract(s) for each of the contracts it wishes to Purchase and/or collaborate.
   - Follow terms and conditions of each contract or purchase order(s) when utilized.
   - Assign and notify ESC-Region 19 (ASC) of appropriate person(s) to act as representatives to each Perspective program delivered.

4. **As is**. ESC-R19 (ASC) makes this Contract available to ESC-R19 (ASC) participating entities "as is" and under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Contract for the benefit of Agency.

5. **Assignment.** Neither this Contract or any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgement and authorization of both parties.

6. **Relationship of Parties**. It is the intention of the parties that Agency is independent of ESC-R19 (ASC) and not an employee, agent, joint venture, or partner of ESC-R19 (ASC) and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner, between ESC-R19 (ASC) and Agency or ESC-R19 (ASC) and any of Agency's employees.

7. **Termination**. Contract may be terminated prior to the expiration of the Term hereof as follows:
   - By AGENCY upon 30 days notice if the work/service is not provided in satisfactory and proper manner after remedy has been reported and discussed;
   - By mutual written agreement of parties, upon thirty (30 days) prior notice; or
   - By either party promptly, if other party commits a material breach of any terms of this Contract And no remedial action can be agreed upon by parties.

8. **Master Contract**. This contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between ESC-R19 (ASC) and the AGENCY.

   The AGENCY agrees to adhere to terms and conditions set forth for the programs and/or services as contracted under these programs. Specific terms and conditions of the addendum will govern individual contract. In the instance of conflict between the Master Contact and any addendum, provision of the addendum will govern.

9. **Severability**. If any provisions contained in this Contract shall for any reason he held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.

10. **Governing Law and Venue**. This Contact shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication of resolution of any dispute arising out of this Contract shall be in El Paso, Texas.

11. **Authorization**. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.

12. **Benefit for Signatory Parties Only**. Neither this Contract, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

13. **Indemnification.** To the extent permitted by law, AGENCY will indemnify and save harmless ESC- R19 (ASC), ESC-R19 Board of Directors, and ESC-R19 employees from all suits and actions resulting from any breach of the agreement. This master agreement does not constitute a waiver of sovereign immunity of any of the parties hereto.

14. **Notice.** Any notice provided under terms of this Contract by either party to the other shall be in writing and shall be sent by certified mail, return receipt requested. Notice shall be addressed as follows*:*

Education Service Center - Region 19 (ASC)
Attn: Purchasing
6611 Boeing Drive, El Paso, TX 79925
(P) 915-780-5021

PURCHASE ORDER CONTACT

Name: _____
Email: _____
(P) _____

ACCOUNTS PAYABLE REPORT CONTACT

Name: _____
Email: _____
(P) _____

In witness whereof, ESC-R19 (ASC) and AGENCY have executed this Contract to be effective on the date specified:

_____
Name of Agency

_____
Address, City, State, Zip Code

_____
Authorized Signature

_____
Printed Name

_____
Title

_____
Date

Education Service Center – Region 19

_____
Armando Aguirre, Ed. D.
Executive Director

_____
Date

Please return completed interlocal for countersignature to:
RSHernandez@esc19.net
RLChasco@esc19.net