

INTERAGENCY COOPERATION CONTRACT

This Interagency Cooperation Contract ("Contract") is entered into effective June 7 – June 25, 2010 ("Effective Date"), by and between the State agencies shown below as Contracting Agencies, pursuant to authority granted in and in compliance with the *Interagency Cooperation Act, Chapter 771, Texas Government Code*.

I. CONTRACTING AGENCIES:

Receiving Agency: Ector County ISD, an agency of the State of Texas
Performing Agency: The University of Texas of The Permian Basin, an agency of the State of Texas

II. PURPOSE:

The purpose of this Contract is for Receiving Agency to obtain the services of Performing Agency to provide services for the Summer Bridge program. The program will prepare students for success in college through an interactive program of college readiness and will provide opportunities for ECISD students to take a summer class.

III. STATEMENT OF SERVICES TO BE PERFORMED:

Performing Agency will perform the following services:

- 1. Study Skills, and comprehension
- 2. Study Sessions for THEA, Placement exams
- 3. College survival skills

IV. WARRANTIES:

Receiving Agency warrants that (1) it has the authority to contract for the services under authority granted in Chapter 779, *Texas Government Code*, and Chapter 771, *Texas Government Code*; and (2) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Agency warrants that (1) it has authority to perform the services under authority granted in Section 791.011, *Texas Government Code* and Chapter 771, *Texas Government Code*; and (2) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

V. BASIS FOR CALCULATING REIMBURSABLE COSTS:

ECISD costs:

Program Director	\$ 1,500.00
Instructors	\$ 2,000.00
Lunches	\$ 6,000.00
Testing and Supplies	\$ 2,500.00
Total	\$ 12,000.00

Handwritten signature and date: 3/2/10

VI. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: \$ 12,000.00.

VII. PAYMENT FOR SERVICES:

Performing Agency will invoice Receiving Agency for services upon complete performance of the services.

In accordance with Chapter 771, *Texas Government Code*, Receiving Agency shall reimburse Performing Agency for services satisfactorily performed from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

XIII. TERM OF CONTRACT:

This Contract will begin on the Effective Date and will expire on June 25, 2010.

IX. TERMINATION:

In the event of a material failure by a Contracting Agency to perform its duties and obligations in accordance with the terms of this Contract, the other agency may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating agency. The termination will not be effective if the material failure is fully cured prior to the end of the 30 -day period.

If to Receiving Agency: Ector County ISD (Summer Bridge Program)
802 N. Sam Houston
Odessa , TX 79761
Attention: Hector Mendez

If to Performing Agency: The University of Texas of The Permian Basin
4901 E. University Blvd.
Odessa, TX 79762
Attention: Susan Lara

XI. OTHER PROVISIONS, IF ANY:

Certification. The Contracting Agencies certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected State agencies, (2) the proposed arrangements serve the interest of efficient and economical administration of the State of Texas, and (3) the services, supplies or materials contracted for are not required by Section 21, Article 16

of the *Texas Constitution* to be supplied under contract given to the lowest responsible bidder.

Duly authorized representatives of the Contracting Agencies have executed and delivered this Contract to be effective as of the Effective Date.

RECEIVING AGENCY

Ector County ISD

By: _____
(Authorized Signature)

PERFORMING AGENCY

The University of Texas of The Permian Basin

By: *[Signature]*
(Authorized Signature)

Superintendent

Date: _____

Vice President for Business Affairs

Date: 3-4-10