



Brownsville Independent School District

Agenda Category: General Function
Contracts / MOU Board of Education Meeting: 08/05/25

Item Title: Interlocal Cooperation Contract X Action
Between Brownsville ISD and UTRGV Information
For Texas Prefreshmen Engineering Discussion
Program (TexPREP)

BACKGROUND:

The Brownsville Independent School District (BISD) is requesting approval to enter into an Interlocal Cooperation Contract with the University of Texas Rio Grande Valley (UTRGV). The purpose of the contract is to obtain services from UTRGV for the Texas Prefreshmen Engineering Program (TexPREP). UTRGV TexPREP will qualify and accept BISD students and provide them with instruction in mathematics, pre-engineering and computer science during the 2025-2026 school year. All instructional services will be based at the UTRGV Brownsville campus.

FISCAL IMPLICATIONS:

The cost per student enrolled in the project: 211/162 funds \$425.00 per student. Approximately 100 students will participate.

RECOMMENDATION:

Recommend approval to contract with the University of Texas Rio Grande Valley (UTRGV) for services regarding the Texas Prefreshmen Engineering Program (TexPREP) to be implemented during the 2025-2026 school year at a cost of \$425.00 per student.

Norma Ibarra-Cantu
Submitted by: **Dr. Norma Ibarra-Cantu**
Executive Director of Secondary Education

Norma Ibarra-Cantu
Recommended by: **Dr. Norma Ibarra-Cantu**
Executive Director of Secondary Education

Yvonne Salinas
Reviewed by: **Staff Attorney**

Beatriz Hernandez
Approved by: **Beatriz Hernandez**
Chief Academic Officer

Approved for Submission to Board of Education:

Jesus H. Chavez
Dr. Jesus H. Chavez
Superintendent

Roxanne Eckstein

From: Priscilla Lozano <plozano@808West.com>
Sent: Thursday, June 12, 2025 3:28 PM
To: Roxanne Eckstein; Lea Ohrstrom
Cc: Miguel Salinas; Minerva Almanza
Subject: Re: Interlocal Cooperation Contract Between BISD and UTRGV TexasPREP

CAUTION: This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Approved as to form.

Sincerely,
Priscilla

From: Roxanne Eckstein <reckstein@bisd.us>
Sent: Thursday, June 12, 2025 3:04 PM
To: Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Priscilla Lozano <plozano@808West.com>
Cc: Miguel Salinas <miguelsalinas@bisd.us>; Minerva Almanza <malmanza1@bisd.us>
Subject: Interlocal Cooperation Contract Between BISD and UTRGV TexasPREP

Ms. Lozano,

Please see the attached for your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Roxy Eckstein

INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract** (this “Contract”) is entered into effective April 1, 2025, by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with Chapter 791, *Texas Government Code*.

CONTRACTING PARTIES:

Receiving Party: Brownsville ISD, a local entity of the State of Texas.

Performing Party: The University of Texas-Rio Grande Valley, an institution of higher education and agency of the State of Texas.

PURPOSE:

The purpose of this Contract is to obtain the services from Performing Party for the services of the Texas Prefreshman Engineering Program (TexPREP) to qualify students from the Receiving Party (the “Project”). This Contract will increase the efficiency and effectiveness of the Contracting Parties.

STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following services (“services”):

1. Provide qualifying and accepted students with four (4 1/2) weeks of instruction in mathematics, pre-engineering, and computer science, as well as mentoring by college students majoring in engineering, computer science, science, and mathematics during Summer 2025.
2. Summer 2025 activities will be held daily (Monday-Friday) from June 9, 2025, through July 9, 2025, from 1:00 p.m. to 6:00 p.m. We will not have classes on June 19, 2025, and July 4, 2025.
3. Two (2) follow-up Saturday sessions during the 2025/2026 academic year (dates to be determined).
4. All instructional services will be based on the UTRGV Campus.

Receiving Party will perform the following services (“services”):

If transportation of students participating in the TexPREP activities will be provided by Receiving Party, students will not arrive at UTRGV Campus before 12:45pm.

WARRANTIES:

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 11, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in Section 79, *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the

representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

CONTRACT AMOUNT:

The cost per student enrolled in the Project shall be \$425, of which \$225 shall be a non-refundable deposit for the students due upon initial acceptance for the Project.

PAYMENT:

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the Texas Prompt Payment Act ("Act"), Chapter 2251, *Texas Government Code*.

Payments made under this Contract (1) will fairly compensate Performing Party for the services performed under this Contract, and (2) will be made from current revenues available to Receiving Party.

- UTRGV TexPREP will send an invoice for the total number of students attending.
- A non-refundable deposit of \$225 per student shall be invoiced to the Receiving Party upon student acceptance after the mandatory orientation meeting in March. The balance of \$200 per participant attending the program shall be invoiced to the Receiving Party the second week in June with payment due within 30 days after date of the invoice.
- Receiving Party will designate a contact person for contract matters and billing at the central office or administrative office where payment will be disbursed.
- All checks/payments must be mailed to the following address with a copy of the invoice to ensure receipt of payment and avoid a deposit into a different university project.

Attn: UTRGV Payment and Collections
The University of Texas Rio Grande Valley (SSB 115)
1201 W. University Drive, Edinburg, TX 78539

TERM:

The term of this Contract begins on the Effective Date and expires on **March 31, 2026**.

NOTICES:

Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to Receiving Party:

District Name: Brownsville ISD
Attention: _____ (District Office Contact)
Title: _____
Secretary: _____
Phone: _____
Fax: _____
Email: _____

with copy to:

Attention: _____
Title: _____
Secretary: _____
Phone: _____
Fax: _____
Email: _____

If to Performing Party: The University of Texas Rio Grande Valley
1201 W. University Drive
Edinburg, TX 78539
Attention: Michael Mueller
Executive Vice President for Finance and Business Affairs & CFO
Email: EVPFBA@UTRGV.EDU
isabel.saldana@utrgv.edu

with copy to: The University of Texas Rio Grande Valley
1201 W. University Drive
Edinburg, TX 78539
Attention: Alex Valdez
Chief Procurement Officer
Email: alex.valdez@utrgv.edu

or other person or address as may be given in writing by either party to the other in accordance with this Section.

Notwithstanding any other requirements for notices given by a party under this Contract, if Performing Party intends to deliver written notice to Receiving Party pursuant to Section 2251.054, *Texas Government Code*, then Performing Party will send that notice to Receiving Party as indicated in above contact information.

TERMINATION:

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party 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 party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty-day period.

Performing Party may terminate this Contract upon thirty (30) days' advance written notice of termination to the Receiving Party.

OTHER PROVISIONS:

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Performing Party agrees that any payments owing to Performing Party under this Contract may be applied directly toward any debt or delinquency that Performing Party owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

Venue; Governing Law. Cameron County, Texas shall be the proper place of venue for suit on or in respect of this Contract. This Contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Entire Agreement; Modifications. This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Party and Performing Party.

Loss of Funding. Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by that Contracting Party's governing board. If the Legislature fails to appropriate or allot the necessary funds to a Contracting Party, or a Contracting Party's governing board fails to allocate the necessary funds, then the Contracting Party that loses funding may terminate this Contract without further duty or obligation under this Contract.

State Auditor's Office. The Contracting Parties understand that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. The Contracting Parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The Contracting Parties will include this provision in all contracts with permitted subcontractors.

Assignment. This Contract is not transferable or assignable except upon written approval by Receiving Party and Performing Party.

Severability. If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability

shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

Public Records. It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Party.

FERPA. To the extent UTRGV receives, generates, or maintains educational records related to the BISD participating student, the UTRGV agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to BISD, and shall limit access to only those employees or agents with a need to know. For the purposes of this agreement, pursuant to FERPA, BISD hereby designates UTRGV as a BISD official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to BISD's records is required by UTRGV to carry out the TexPREP.

Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

RECEIVING PARTY:

Brownsville ISD

By: _____
Name: _____
Title: _____
Date: _____

PERFORMING PARTY:

The University of Texas Rio Grande Valley

By: _____
Name: Luis H. Zayas, Ph.D
Title: Provost and Senior Vice President for
Academic Affairs
Date: _____

By: _____
Name: Michael Mueller
Title: Executive Vice President for Finance and
Business Affairs & CFO
Date: _____

By: _____
Name: Dr. Christine Shupala
Title: Vice Provost for Institutional Accreditation,
Program Development, and Analysis
Date: _____

UTRGV Contract ID: _____

2025-2026 Texas Pre Freshman Engineering Program (TexPREP)

Interlocal Cooperation Contract

District: Brownsville ISD

Address: 1900 Price Road

Brownsville, TX 78521

Contact: _____

Phone: _____

E-mail: _____

Submit to:

Attn: Anna L Ramos, Program Coordinator
UTRGV TexPREP Program
Anna.ramos01@utrgv.edu
(956)665-2526

**INSTRUCTIONS FOR TEXAS PRE FRESHMAN ENGINEERING PROGRAM (TexPREP)
INTERLOCAL COOPERATION CONTRACT**

1. Please complete the required information in the blank areas.
2. Please sign and return **a scanned copy** of the document to the following e-mail address:

UTRGV TexPREP Program
Attn: Anna L Ramos, Program Coordinator
Anna.ramos01@utrgv.edu

3. If you have any questions, please contact Anna L Ramos at 665-2526, or via e-mail at anna.ramos01@utrgv.edu respectively.