

The University of Texas of the Permian Basin/Ector County Independent School District

INTERLOCAL COOPERATION CONTRACT

This Interlocal Cooperation Contract is entered into effect April, 2010, 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: Ector County I.S.D, an agency of the State of Texas.

Performing Party: The University of Texas of the Permian Basin, an institution of higher education of the State of Texas.

PURPOSE:

The purpose of this Contract is to obtain the services of Performing Party to provide activities through Project SMART MAS. This Contract will increase the efficiency and effectiveness of the Contracting Parties.

STATEMENT OF SERVICE TO BE PERFORMED:

Performing Party will perform the following services:

1. Activities such as Master Gardener's Green Thumb, engineering activities;
2. Language Studies such as Super Spanish; and Indian Gujarati
3. Basketball, Volleyball, Swimming, and Soccer
4. Arts and Crafts and "Fun Reading"

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 Section 771.002, Texas ~~Government~~ Code, and the 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 Chapter 771, Texas Government 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 total amount of this Contract shall not exceed \$8,500.00

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, and Texas Government Code.

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

TERM:

The term of this Contract begins on the Effective Date and expires on June 18, 2010.

NOTICES:

Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests, or other communications provide for or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed to have been duly given reserved when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addresses as follows:

If to Receiving Party: Ector County Independent School District, Business Operations
P.O. Box 3912
Odessa, Texas 79760
Attention: Tonya Tillman, *assistant superintendent of business operations*
Fax: 432- 331-7836
Email: tonya.tillman@ectorcountysd.org

With copy to: Ector County Independent School District, Migrant Office
P.O. Box 3912
Odessa, Texas 79760
Attention: Aurora Dominguez
Fax: 432-334-5253
Email: aurora.dominguez@ectorcountysd.org

If to Performing Party: UTPB Purchasing
4901 E. University
Odessa, Texas 79762
Attention: Sharon Royall, Director
Fax: 432-552-3790
Email: royall_s@utpb.edu

With copy to: UTPB Continuing Education/Outreach Dept.
4901 E. University

Odessa, Texas 79762

Attention: Rey Lascano, Director

Fax: 432-552-2109

Email: lascano_r@utpb.edu

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

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 30-day period.

Performing Party, University of Texas of the Permian Basin, may terminate this Contract upon ten (10) days' advance written notice of termination to the Receiving Party, Ector County I.S.D.

OTHER PROVISIONS:

Payment of Debt or Delinquency to the State. Pursuant to Section 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 that 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.

Products and Materials Produced in Texas. If Performing Party will provide services under this Contract, Performing Party covenants and agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under this Contract, Performing Party shall purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

Venue; Governing Law. Ector 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 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 the 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 Auditors' 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 successors agency (collectively, "Auditor"), to conduct and audit or investigation in connection with those funds pursuant to Sections 51.9335 ©, 73.115 ©, and 74.008 ©, *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 contract 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 provision of Chapter 552, *Texas Government Code* (the "Public Information Act"), as those provision apply to the parties respective information. Receiving Party is not authorized to receive public information request or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information request or take any other action under *Public Information Act* on behalf of Receiving Party.

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

RECEIVING PARTY: Ector County I.S.D.

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

**PERFORMING PARTY: The University of Texas
of the Permian Basin**

By: Christopher Forrest
Name: Christopher Forrest
Title: VPBA
Date: _____

*OK
4/12/10*