

THE STATE OF TEXAS
COUNTY OF LUBBOCK

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COUNTY OF LUBBOCK

Contract No.

INTERAGENCY COOPERATION CONTRACT

THIS CONTRACT AND AGREEMENT is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of the *Interagency Cooperation Act, Chapter 771, Texas Government Code*.

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Tech University Center for Public Service

Address: P.O. Box 41015, Lubbock Texas 79409-1005

Phone Number: 806-834-3729

The Performing Agency: Texas State University

Address: 601 University Drive, San Marcos, Texas 78666-4616

Phone Number: (512) 245-3453

II. STATEMENT OF SERVICES TO BE PERFORMED:

In accordance with the Memorandum of Understanding (MOU), attached and incorporated herein, Receiving Agency desires to participate in the delivery of the Certified Public Manager (CPM) Program (Services) in the Lubbock and Amarillo area has been designated by the Governor of Texas and the National Certified Public Manager Consortium to deliver the nationally accredited CPM Program throughout the State of Texas.

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

In accordance with the Memorandum of Understanding (MOU), attached and incorporated herein, Receiving Agency agrees to reimburse Performing Agency fifteen percent (15%) of the amount collected from CPM Program registration fees.

IV. CONTRACT AMOUNT:

The total amount of this contract shall not exceed: \$50,000 in an annual basis.

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for Services received 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.

Payments for Services performed shall be billed: In accordance with the Memorandum of Understanding (MOU), attached and incorporated herein.

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VI. TERM OF CONTRACT:

This contract is to begin July 1, 2018 and shall terminate on August 31, 2022.

VII. OTHER PROVISIONS, IF ANY: Not Applicable.

THE UNDERSIGNED CONTRACTING PARTIES do hereby 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 agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the Services, supplies or material contracted for are not required by §21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

WITNESS THE DULY AUTHORIZED SIGNATURES of the persons hereinafter set out.

RECEIVING AGENCY

Texas Tech University

Signature:



Email: jennifer.adling@ttu.edu

Title: Chief Procurement Officer

Date: Jun 28, 2018

PERFORMING AGENCY

Texas State University

By:



Mr. Eric Algoe

Vice President for Finance and Support Services

Date:

6.18.18

MEMORANDUM OF UNDERSTANDING

BETWEEN

TEXAS STATE UNIVERSITY

AND

TEXAS TECH UNIVERSITY

This Memorandum of Understanding (MOU) is between Texas State University's William P. Hobby Center for Public Service ("Texas State"), an institution of higher education in the State of Texas with its principle place of business at 601 University Drive, San Marcos, Texas, 78666-4616, and Texas Tech University ("Texas Tech") also an institution of higher education in the State of Texas with a principle place of business in Lubbock Texas.

WHEREAS, Texas State has been designated by the Governor of Texas and the National Certified Public Manager Consortium to deliver the nationally accredited Certified Public Manager (CPM) Program (Program) throughout the state;

WHEREAS, Texas State currently offers the Program in various cities in Texas such as Arlington, San Marcos, Round Rock, Brownsville, Corpus Christi, Nacogdoches and Edinburg Texas;

NOW THEREFORE, for and in consideration of the mutual promises and covenants expressed herein, the parties agree as follows:

I. LICENSE AND PROGRAMS

Texas State agrees to provide Texas Tech with a license to plan and conduct educational courses on behalf of Texas and the Program in the Lubbock and Amarillo Metropolitan Statistical Areas (MSAs). The Program consists of the following seven (7) tracks, Public Personnel Administration, Managing for Quality, Organizational Communication, Public Finance and Budgeting, Productivity and Program Evaluation, Information Systems for Managers and Applied Projects Practicum. Texas State University shall retain the authority to deliver the Program throughout Texas, which includes the authority to license others to conduct it.

II. OBLIGATIONS AND RESPONSIBILITIES OF TEXAS STATE

Texas State agrees to provide general Program direction and monitor the performance of Texas Tech under this MOU in furtherance of its obligation to meet accreditation standards as set forth by the National CPM Consortium.

Texas State agrees to share in the responsibility for promoting, advertising and delivering scheduled Program courses in the Lubbock and Amarillo MSA, and furnish Texas Tech with examples of printed program brochures, course announcements, and other Program memorabilia for use in promoting the Program in the region.

Texas State agrees to provide Texas Tech access to any on-line, and/or internet-based curricular, administrative, and/or promotional materials for use in the promotion and delivery of the Program by Texas Tech at no cost.

Finally, Texas State agrees to furnish Texas Tech with advice and information on suitable track presenters and templates, and other administrative documentation, for coordinating the maintenance of records on Program participants.

III. OBLIGATIONS AND RESPONSIBILITIES OF TEXAS TECH

Texas Tech agrees to appoint a faculty or staff member with a public administration background and continuing education experience to serve as the cycle coordinator and point of contact between Texas Tech and Texas State.

Texas Tech agrees to plan and conduct seven (7) tracks in the CPM Program on a monthly basis according to a mutually agreed schedule and Program curriculum objectives.

Texas Tech agrees to recruit participants for scheduled track segments and manage the registration process for each segment including the collection of registration fees at a minimum rate of \$595.00 per track or course, or a lump sum payment of \$4,165.00 for participants who elect to purchase the entire Program in advance.

Texas Tech agrees to make use of appropriate readings and post-course assignments to evaluate the eligibility of participants to receive certification credit for track completion.

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Texas Tech agrees to contract with appropriate academic and practitioner faculty to teach in each of the scheduled Program track segments and arrange for the prompt compensation of these individuals for their participation.

Texas Tech agrees to coordinate and handle all logistics and arrangements connected with the management of scheduled track segments including necessary written notifications to participants and faculty, providing classroom space and equipment, handling announcements and introductions during each track segment, and coordinating participant parking and meals as necessary.

Texas Tech agrees to administer monthly track segment evaluations and submit evaluation results to Texas State at the completion of each track.

IV. FINANCIAL CONSIDERATIONS

Within thirty (30) days after the conclusion of each course/track segment, Texas Tech agrees to provide to Texas State a commission payment equal to fifteen percent (15%) of the amount collected from Program participant registration fees. Along with the payment, Texas Tech shall provide to Texas State a detailed breakout of the commission payment and a summary after-action report on the conduct of the course/track segment.

V. TERM

The term of this MOU and all rights and obligations of the parties under this MOU shall commence on July 1, 2018 and shall continue thereafter on an annual basis until terminated by either party, provided the party desiring to terminate August 31, 2022.

VI. LAWS AND REGULATIONS

Texas State & Texas Tech shall comply with and assume that all applicable federal, state, and local laws and regulations are adhered to in carrying out their respective duties and obligations contained herein. Either party shall not be responsible for the other party's failure to comply.

VII. NOTICE

Any notice related to this MOU shall be given by United States certified mail, return receipt requested, or by courier service with proof of delivery, addressed to the parties as indicated below:

THE STATE OF TEXAS
COUNTY OF LUBBOCK

To Texas Tech:

Sung-Wook Kwon, Ph.D.
Associate Professor & Director of CPM/MPA Programs
Department of Political Science
Texas Tech University
Lubbock, TX 79409
Sung.kwon@ttu.edu
806-834-4786

To Texas State:

Mr. Dana Willett
Director, Distance & Extended Learning
Office of Distance and Extended Learning
Texas State University
601 University Drive
San Marcos, Texas 78666
Drw134@txstate.edu
512-245-6053

With Copy to:

Howard Balanoff, Ph.D.
Professor & Director of the CPM Program
Department of Political Science
Texas State University
601 University Drive
San Marcos, TX 78666
Hb02@txstate.edu
512-245-3453

Contracting
Procurement Services
Texas Tech University
PO Box 41094
Lubbock, TX 79409
contracting@ttu.edu
806-742-3844

The name and address of the person to be notified on behalf of Texas Tech and Texas State may be changed by giving notice to the above addresses.

VIII. SURVIVAL OF ACTIONS

Any claim or action of action that accrues to either party under this MOU shall survive the termination or expiration of the Term of this MOU.

IX. INDEPENDENT CONTRACTORS

The parties shall be independent contractors in the performance of this MOU and nothing herein is intended or may be construed to make either party the employee, agent, partner, or representative of the other.

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Neither party shall represent to any third party that they are the employee, agent, partner, or representative of the other party.

X. MERGER AND AMENDMENT

This MOU constitutes the entire agreement between the parties with respect to the subject matter and no prior contemporaneous agreement, written or oral, will be effective to vary the terms of the MOU. No amendment to this MOU will be effective unless reduced to writing and signed by an authorized representative of each party.

XI. ASSIGNMENT

Neither party may assign this MOU, in whole or in part, without the prior written consent of the other party. Either party may enter into contracts for the purpose of obtaining services, equipment, materials, merchandise, or products required for the performance of this MOU and such contracts will not be considered an assignment. The party entering into such contracts will not be considered an assignment. The party entering into such contracts shall not be relieved from the performance of any obligation or duty required of that party by this MOU.

XII. PUBLICITY AND MARKS

Texas State agrees that it will not publicize this MOU or disclose, confirm, or deny any details of this MOU to third parties, or use Texas Tech's name or protected marks without Texas Tech's prior express written approval.

XIII. EARLY TERMINATION

Texas Tech may terminate this MOU for any reason by providing Texas State with ten (10) days prior notice. Despite anything to the contrary, in no event will termination give rise to any liability on Texas Tech's part including, but not limited to, Texas State's claims for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. Texas Tech's sole obligation hereunder is to pay Texas State for goods or services received prior to the date of termination.

XIV. GOVERNING LAW

The validity, interpretation, performance and enforcement of this MOU will be governed by the laws of the State of Texas.

XV. CONTRACTOR CERTIFICATION

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Texas State certifies this MOU is not prohibited under Tex. Gov't Code §2261.252(b) and agrees that if Texas State's certification is or becomes untrue, this MOU is void, and Texas State will not seek and waives its right to seek any legal or equitable remedy for past or future performance under this MOU , including damages, whether under breach of contract, unjust enrichment, or any other legal theory; specific performance, and injunctive relief.

Signature Page to Follow

TEXAS TECH UNIVERSITY

Texas Tech University _____

Signature:



Email: jennifer.adling@ttu.edu

Title: Chief Procurement Officer

Date: Jun 28, 2018

TEXAS STATE UNIVERSITY

Texas State University _____

By:



Mr. Eric Algeo

Vice President for Finance and Support Services

Date:

6.18.18



Texas State University #C12475

Adobe Sign Document History

06/28/2018

Created:	06/28/2018
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