

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, #16-924-00142, is entered into by and between the State of **New Mexico Public Education Department (PED)**, hereinafter referred to as the "DEPARTMENT," and **Region IX Education Cooperative (REC IX)**, a public entity, hereinafter referred to as the "CONTRACTOR."

WHEREAS, the DEPARTMENT is the agency; and

WHEREAS, the DEPARTMENT desires to engage and the CONTRACTOR is willing to provide certain portions of the DEPARTMENT'S program.

NOW THEREFORE, the DEPARTMENT and the CONTRACTOR in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

I. Period of Agreement.

This Agreement shall become effective when signed by both parties and shall terminate on **June 30, 2016**, unless terminated pursuant to Article VII, *infra*.

II. Statement of Work.

The CONTRACTOR shall provide the program of services as set forth in the scope of work which is attached hereto as "**EXHIBIT A – STATEMENT OF WORK**" and incorporated herein by reference, unless amended or terminated pursuant to Article VII, *infra*. In consideration for the provision of those services, the DEPARTMENT agrees to purchase and the CONTRACTOR agrees to perform the services identified in the Statement of Work.

III. Limitation of Cost.

The total amount of the monies payable to the CONTRACTOR under this Agreement shall not exceed **one million eight hundred sixty thousand twenty-one dollars and thirty-six cents (\$1,860,021.36)**. The annual budget is attached hereto as "**EXHIBIT B – FINANCIAL INFORMATION SHEET**" and incorporated herein by reference.

IV. Payment.

The DEPARTMENT shall make monthly payments to the CONTRACTOR for services and costs specified in "**EXHIBIT B.**" The CONTRACTOR shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the DEPARTMENT. Invoices must include the agreement number for which services have been rendered, the PED purchase order number and should be mailed to **Matthew Montañño, New Mexico Public Education Department 300 Don Gaspar Santa Fe, NM 87501**. The CONTRACTOR'S failure to submit such payment vouchers, invoices and supporting documentation within fifteen days after they are due may result in the non-availability of funds