This Interagency Cooperation Contract (“Contract”) is entered into effective \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_ (“Effective Date”), by and between parties 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, an agency of the State of Texas

Performing Agency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**III. STATEMENT OF SERVICES TO BE PERFORMED:**

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

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**IV. Warranties:**

Receiving Agency represents that (1) it has the authority to contract for the services under authority granted in Chapter \_\_\_\_\_\_\_\_, *Texas \_\_\_\_\_\_\_\_\_\_\_ Code*,andChapter 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 represents that (1) it has authority to perform the services under authority granted in Section \_\_\_\_\_\_\_\_\_\_\_, *Texas \_\_\_\_\_\_\_\_\_\_\_\_\_ 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:**

**VI. CONTRACT AMOUNT:**

The total amount of this Contract shall not exceed: **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**.
**VII. PAYMENT FOR SERVICES:**

Performing Agency will invoice Receiving Agency for services \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[Note: For example, weekly, monthly, or 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 is effective upon its execution by both parties (“Effective Date”) and shall terminate on XXXXXXX. [Option: 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 \_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_) 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 \_\_\_\_\_\_\_\_\_\_-day period.

**Alternate Option: (Consider whether Agency should have a right to terminate this Contract without cause. If so, include the following provision.):**

\_\_\_\_\_\_\_\_\_ Agency **[Insert the defined term used to identify the institution.]** may terminate this Contract without cause upon \_\_\_ (\_\_) days’ advance written notice of termination to the \_\_\_\_\_\_\_\_ Agency **[Insert the defined term used to identify the other agency].]**

**X**. **NOTICES:**

All notices, consents, approvals, demands, requests or other communications provided 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 or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Receiving Agency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Attention:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If to Performing Agency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Attention:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**XI. OTHER PROVISIONS:**

**Entire Contract; Modifications.**  This Contract supersedes all prior agreements, written or oral, between Receiving Agency and Performing Agency and shall constitute the entire agreement and understanding between the parties with respect to the subject matter of this Contract. 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 Agency and Performing Agency.

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

**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 in this Contract.

**Public Records.** It shall be the independent responsibility of Receiving Agency and Performing Agency 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 Agency is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Agency. Likewise, Performing Agency is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Agency.

**[Required if the term of this Contract extends beyond the current biennium; otherwise, optional: Loss of Funding.** Performance by a Contracting Agency 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 Agency’s governing board. If the Legislature fails to appropriate or allot the necessary funds to a Contracting Agency, or a Contracting Agency’s governing board fails to allocate the necessary funds, then the Contracting Agency that loses funding may terminate this Contract without further duty or obligation under this Contract.**]**

**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.

***[Note:* Delete all bracketed ([ ]) and highlighted text before sending this Contract to the other agency.]**

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

|  |  |
| --- | --- |
| **RECEIVING AGENCY** | **PERFORMING AGENCY** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| (Name of Agency) | (Name of Agency) |
| By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| (Authorized Signature) | (Authorized Signature) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| (Title) | (Title) |
| Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |