[Note: ThIS contract template IS not an OGC standard form contract. this template iS intended as general information aND as AN example only. This Template is not intended to provide specific legal advice for a particular situation. Please do not rely on thIS template as a substitute for obtaining legal advice from a licensed attorney.]

**[Note:** [**Chapter 791, *Government Code***](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.791.htm)**, is commonly known as the Interlocal Cooperation Act.** [**Section 791.035, *Government Code***](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.791.htm#791.035)**, provides as follows:**

**Sec. 791.035. CONTRACTS WITH INSTITUTIONS OF HIGHER EDUCATION OR UNIVERSITY SYSTEMS.**

**(a) A local government and *an institution of higher education or university system* may contract with one another to perform any governmental functions and services. If the terms of the contract provide for payment based on cost recovery, any law otherwise requiring competitive procurement does not apply to the functions and services covered by the contract.**

**(b) In this section, "institution of higher education" and "university system" have the meanings assigned by** [**Section 61.003, *Education Code***](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.61.htm#61.003)**.**

(emphasis added)

Be aware Chapter 791, *Texas Government Code*, may mandate additional requirements that are not included in this sample Contract for the following types of services: fire protection services ([§791.006](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.791.htm#791.006)); law enforcement services ([§791.006](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.791.htm#791.006)); purchasing services ([§791.011(g)](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.791.htm#791.011)); services related to construction, improvement or repair of a building, road or other facility ([§791.014](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.791.htm#791.014)); services for regional correctional, jail, State criminal justice or community corrections facilities ([§§791.021 through .024](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.791.htm#C)); services for water supply or wastewater treatment facilities ([§791.026](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.791.htm#791.026)); emergency assistance services ([§791.027](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.791.htm#791.027)); road construction and improvement services ([§791.028](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.791.htm#791.028)); services related to regional records centers ([§791.029](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.791.htm#791.029)); healthcare and hospital services ([§791.030](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.791.htm#791.030)); transportation infrastructure ([§791.031](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.791.htm#791.031)); services related to the construction, improvement, and repair of municipal streets ([§791.032);](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.791.htm#791.032) and services related to the construction, maintenance, or operation of facilities on a State highway system ([§791.033](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.791.htm#791.033)). If this Contract is intended to document a transaction for any of the listed services, please consult OGC before proceeding with this Contract.]

**INTERLOCAL COOPERATION CONTRACT**

This **Interlocal Cooperation Contract** (**Contract**) is entered into effective **\_\_\_\_\_\_\_\_\_\_\_\_, 20**\_\_\_\_\_ (**Effective Date**), by and between Contracting Parties pursuant to authority granted in and in compliance with [Chapter 791, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.791.htm).

**CONTRACTING PARTIES:**

**Receiving Party**: **\_\_\_\_\_\_\_\_\_, [Note: Select one of the following: (a local government) or (an institution of higher education and agency)]** of the State of Texas.

**Performing Party**: **\_\_\_\_\_\_\_\_\_, [Note: Select one of the following: (a local government) or (an institution of higher education and agency)]** of the State of Texas.

**PURPOSE:**

The purpose of this Contract is to obtain the services of Performing Party to **\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (**Project**). This Contract will increase the efficiency and effectiveness of Contracting Parties.

**STATEMENT OF SERVICES TO BE PERFORMED:**

Performing Party will perform the following services (**services**):

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

**Warranties:**

Receiving Party warrants (1) the services are necessary and authorized for activities properly within its statutory functions and programs; (2) it has authority to contract for the services under authority granted in Section \_\_\_\_\_\_\_\_, *Texas \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Code*,and[Chapter 791, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.791.htm); (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 Receiving Party’s behalf is authorized by its governing body to do so.

Performing Party warrants (1) it has authority to perform the services under authority granted in Section \_\_\_\_\_\_\_\_\_\_\_, *Texas \_\_\_\_\_\_\_\_\_\_\_\_\_ 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 Performing Party’s behalf is authorized by its governing body to do so.

**CONTRACT AMOUNT:**

The total amount of this Contract will not exceed **$\_\_\_\_\_\_\_\_\_**.

**PAYMENT:**

Receiving Party will remit payments to Performing Party for services satisfactorily performed in accordance with [Chapter 2251, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2251.htm) (Texas Prompt Payment Act).

Payments made under this Contract (1) are based on cost recovery **[Note: If the payments made under this Contract are not based on cost recovery, competitive procurement will need to be conducted if an institution of higher education or university system is obtaining goods or services or is the Receiving Party.]**, (2) will fairly compensate Performing Party for the services performed, and (3) will be made from current revenues available to Receiving Party.

**[Option (Include if UT is the Receiving Party and will make payments to Performing Party.):**

[Section 51.012, *Education Code*](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.51.htm#51.012), authorizes Receiving Party to make payments through electronic funds transfer methods. Performing Party agrees to accept payments from Receiving Party through those methods, including the automated clearing house system (ACH). Performing Party agrees to provide its banking information to Receiving Party in writing on Performing Party letterhead signed by an authorized representative of Performing Party. Prior to the first payment, Receiving Party will confirm Performing Party’s banking information. Changes to Performing Party’s bank information must be communicated to Receiving Party in writing at least thirty (30) days before the effective date of the change and must include an IRS Form W-9 signed by an authorized representative of Performing Party.**]**

**TERM:**

The term of this Contract begins on the Effective Date and expires on **\_\_\_\_\_\_\_\_\_\_\_**, **\_\_\_\_\_**.

**NOTICES:**

Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications provided or permitted under 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

 Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 *with copy to:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

If to Performing Party: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

 Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

or other 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 material failure by a Contracting Party to perform its duties and obligations in accordance this Contract, the other party 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 party. The termination will not be effective if the material failure is fully cured prior to the end of the \_\_\_\_\_\_\_\_\_\_-day period. **[Note: Pursuant to** [**Section 2261.101, *Government Code***](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2261.htm#2261.101)**, consider whether additional remedies or sanctions schedule would be beneficial and appropriate in this Contract. If so, please contact OGC for assistance.]**

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

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

**OTHER PROVISIONS:**

**[Option (Include if UT is the Receiving Party and Performing Party will provide electronic or information resources, including hardware, software or related services, under this Contract.): Access by Individuals with Disabilities.** Performing Party represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Performing Party provides to Receiving Party under this Contract (**EIRs**) comply with applicable requirements set forth in [1 TAC Chapter 213](http://texreg.sos.state.tx.us/public/readtac%24ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=213) and [1 TAC Section 206.70](http://texreg.sos.state.tx.us/public/readtac%24ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=10&ch=206&rl=70) (ref. [Subchapter M, Chapter 2054, *Texas Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2054.htm#M)). To the extent Performing Party becomes aware the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Performing Party represents and warrants it will, at no cost to Receiving Party, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. If Performing Party is unable to do so, Receiving Party may terminate this Contract and, within thirty (30) days after termination, Performing Party will refund to Receiving Party all amounts Receiving Party paid under this Contract.

**[Option (Include if UT is the Receiving Party and under this Contract, and UT is procuring an information resources technology project (A) with development costs that exceed $1 million, and (B) that (1) requires one year or longer to reach operational status; (2) involves more than one institution of higher education (IHE) or state agency; *or* (3) substantially alters work methods of IHEs or agency personnel or the delivery of services to clients [see** [**1 TAC Section 213.38(g)**](http://texreg.sos.state.tx.us/public/readtac%24ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=10&ch=213&rl=38)**):**

Performing Party will provide all assistance and cooperation necessary for the performance of accessibility testing conducted by Receiving Party or Receiving Party’s third party testing resources as required by [**1 TAC Section 213.38(g)**](http://texreg.sos.state.tx.us/public/readtac%24ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=10&ch=213&rl=38).**]**

**Payment of Debt or Delinquency to the State.** Pursuant to Sections [2107.008](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2107.htm#2107.008) and [2252.903](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#2252.903), *Government Code*, any payments owing to Performing Party under this Contract may be applied directly toward any debt or delinquency Performing Party owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.

**Venue; Governing Law.** \_\_\_\_\_\_\_\_\_\_\_ County **[Note:  Insert “Collin” or county in which University is located.]**, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all of its terms and conditions, all rights and obligations of its parties, and all claims arising out of or relating to the Agreement, will be construed, interpreted and applied in accordance with, 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 will constitute the entire agreement and understanding between the parties with respect to its subject matter. This Contract and each of its provisions will be binding on 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 (**Legislature**) and/or allocation of funds by that Contracting Party’s governing board. If Legislature fails to appropriate or allot necessary funds, or a Contracting Party’s governing board fails to allocate necessary funds, then Contracting Party that loses funding may terminate this Contract without further duty or obligation. Contracting Parties agree acknowledge that appropriation, allotment, and allocation of funds are beyond the Contracting Parties’ control.

**State Auditor’s Office.** Contracting Parties understand acceptance of funds under this Contract constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (**Auditor**), to conduct an audit or investigation in connection with those funds (ref. [Sections 51.9335(c)](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.51.htm#51.9335), [73.115(c)](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.73.htm#73.115) and [74.008(c)](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.74.htm#74.008), *Education Code*). Contracting Parties agree to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. 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 Contracting Parties.

**Severability.** If any one or more of the provisions of this Contract will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision, and this Contract will be construed as if the invalid, illegal, or unenforceable provisions had never been included.

**Public Records.** It will be the independent responsibility of Receiving Party and Performing Party to comply with [Chapter 552, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm) (**Public Information Act**), as it applies to the Contracting 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.

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

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

**RECEIVING PARTY: PERFORMING PARTY:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_