

Instructions for Completing the Interlocal Cooperation Contract

This Interlocal Cooperation Contract should be used between the University of Houston and a Local Government Body. The purpose of this Agreement is to outline the services, payment and terms of the Agreement between the parties.

To complete the form:

1. In the first paragraph, insert the effective date;
2. In the first paragraph, insert the local government body;
3. In the first paragraph, insert the state agency;
4. In Clause 1, insert the names of the Receiving and Performing Parties;
5. In Clause 2, include a statement of the services that are going to be performed;
6. In Clause 3, include a basis for calculating the reimbursable costs;
7. In Clause 4, insert the total maximum amount of the contract;
8. In Clause 5, paragraph 2, insert how the billing will be accomplished, i.e., weekly, monthly, etc.;
9. In Clause 6, enter the Start and End Dates of the contract;
10. In Clause 9, (b) and (c), enter the Statute, Constitution or Special Provision of Appropriation Bill that grants authority to both the Receiving and Performing parties to contract for the services performed under this contract; and
11. Sign, date and enter name and title of the authorized representatives of both parties.

INTERLOCAL COOPERATION CONTRACT

This Contract ("AGREEMENT"), effective _____, is entered into between the Local Government Body, _____, and the State Agency, _____, pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

1. **Contracting Parties.** The Receiving Agency ("RECEIVING AGENCY") is _____. The Performing Agency ("PERFORMING AGENCY") is _____.

2. **Statement Of Services To Be Performed.** (Continue on the backside should more space be required.)

3. **Basis For Calculating Reimbursable Costs:** (Continue on backside should more space be required.)

4. **Contract Amount.** The total amount of this contract shall not exceed: \$\$_____.

5. **Payment For Services.** RECEIVING PARTY will pay for services received from appropriation items or accounts of the RECEIVING PARTY from which like expenditures would normally be paid, based upon vouchers drawn by the RECEIVING PARTY payable to PERFORMING PARTY.

Payments for services performed will be billed: _____ (weekly, monthly, lump sum, etc.) and RECEIVING PARTY shall make payments to PERFORMING PARTY within a reasonable time from RECEIVING PARTY's receipt of monthly invoices prepared to PERFORMING PARTY's usual format and detail (including appropriate certification).

Payments received by the PERFORMING PARTY will be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

6. **Term Of Contract.** This AGREEMENT is to begin _____ and terminate _____. (Term of AGREEMENT should not transcend the biennium.)

7. **Termination.** Either party may, by providing written notice to the other party thirty (30) days in advance, terminate this AGREEMENT in whole or in part at any time. Upon notice, PERFORMING PARTY shall (a) immediately discontinue all services affected (unless the notice directs otherwise), and (b) deliver to RECEIVING PARTY all reports for and/or accumulated by PERFORMING PARTY in performing this AGREEMENT, whether completed

or in process. Upon termination of this AGREEMENT, all equipment acquisitions purchased pursuant to this AGREEMENT remain with and become the property of PERFORMING PARTY. Subject to Article IV, PERFORMING PARTY shall be reimbursed for services performed before termination date and reasonable costs associated with delivery requirements set forth in (b) above.

8. Governing Law. The laws of the State of Texas and the United States govern the validity and interpretation of this AGREEMENT and the legal relation of the parties.

9. Miscellaneous.

(a) The UNDERSIGNED CONTRACTING PARTIES certify that:

(i) the services specified above are necessary and essential for activities that are properly within the statutory functions of the affected parties;

(ii) the proposed arrangements serve the interest of efficient and economical administration of the contracting parties; and

(iii) the services, supplies, or materials contracted for are not required by section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

(b) RECEIVING PARTY further certifies that it has the authority to contract for the above services by authority granted in

(Statute, Constitution, Special Provision of Appropriation Bill)

(c) PERFORMING PARTY further certifies that it has the authority to perform the services contracted for by authority granted in

(Statute, Constitution, Special Provision of Appropriation Bill, e.g., Section 65.31 Tex. Edu. Code and Current Appropriations Act)

The parties have caused this AGREEMENT to be executed by their duly authorized representatives.

PERFORMING PARTY

By _____

Date _____

Name _____

Title _____

RECEIVING PARTY

By _____

Date _____

Name _____

Title _____