**Interlocal Cooperation Contract**

***Complete all Appropriate Fields to Avoid Processing Delays***

This Interlocal Cooperation Contract (this “**Contract**”) is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the Interlocal *Cooperation Act, Chapter 791, Texas Government Code*.

1. **Contracting Agencies**

**[**Enter where appropriate and then delete this highlighted line: “The University of Texas at San Antonio**]**

Receiving Agency: , an agency of the State of Texas

Performing Agency: , an agency of the State of Texas

1. **Statement of Service to be Performed**

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

1.
2.
3.

**[If needed, attach a separate page and refer to as “Exhibit A”.]**

1. **Basis for Calculating Reimbursable Costs**

**[If needed, insert a breakdown of budget or attach a separate page and refer to as “Exhibit B”.]**

1. **Contract Amount**

The total amount of this Contract will not exceed: $

**[This is the maximum amount collectable under the Contract as written.]**

1. **Payment of Services**

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the *Texas Prompt Payment Act, Chapter 2251, Texas Government Code*.

Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party.

1. **Warranties**

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 65.31, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (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 its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in Chapter \_\_\_\_\_\_\_\_\_\_, *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 its behalf is authorized by its governing body to sign this Contract.

1. **Term of Contract**

This Contract will begin on the Effective Date and will expire on \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. **Termination**

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of 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.

**ALTERNATE OPTION: (Consider whether UTSA should have a right to terminate this Contract without cause. If so, include the following provision as a second paragraph.)**

Performing Party may terminate this Contract without cause upon \_\_\_\_\_ (\_\_\_\_\_) days’ advance written notice of termination to the Receiving Party.

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

**Receiving Agency Performing Agency**

Name of Agency Name of Agency

Authorized Signature Authorized Signature

Printed Name Printed Name

Title Title

Date Date

**[Note: Delete all bracketed ([ ]) and highlighted text before sending this Contract forward.]**