

**INTERAGENCY COOPERATION CONTRACT
BETWEEN
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
AND
TEXAS FACILITIES COMMISSION
FOR MAIL SERVICE**

This Interagency Cooperation Contract (hereinafter "Contract") for Mail Service is entered into by and between the Texas Comptroller of Public Accounts ("CPA") and the Texas Facilities Commission ("Agency") pursuant to the authority granted by and in compliance with the provisions of Chapter 771 of the Texas Government Code.

I. STATEMENT OF SERVICES TO BE PERFORMED

CPA will provide mail services ("Services") to deliver and collect unstamped or non-metered written communications between state agencies, and to deliver, collect and meter USPS mail and packages up to seventy (70) pounds, for Agency as required by Section 2176.101 of the Texas Government Code, on a daily basis, less weekends and holidays.

Agency will follow CPA's guidelines for the Services to prepare and dispatch interagency mail as found at <http://comptroller.texas.gov/supportserv/prog/statemail/mailmessenger/>, as such guidelines currently exist and may be amended from time to time.

II. BASIS FOR CALCULATING REIMBURSABLE COSTS

Agency shall pay CPA a nominal fee for Services pursuant to the terms of this Contract. Agency shall pay for Services based upon delivery and collection of interagency and metering of USPS mail by CPA. Payment for Services shall be based on end of year mail volume by postage amount for the Agency, as reported on Agency's year end Job Summary Report.

If Agency sends or receives only interagency mail, then Agency shall pay an assessed rate of \$200.00. If Agency sends or receives metered mail, then Agency shall pay (1) \$100.00 for every \$10,000.00 or less of metered postage based on the previous year; and (2) an additional \$100.00 for every \$10,000.00 or more of metered postage over \$10,000.00 based on the previous year.

III. PAYMENT FOR SERVICES

3.01 PAYMENT. Agency shall pay a one-time lump sum payment of the assessed fee of \$100.00 to CPA within 30 days of execution of this agreement. Payment shall be made through the Interagency Transaction Voucher ("ITV") process, in accordance with Section 771.008 of the Texas Government Code.

3.02 ITV INFORMATION. The AY16 RTI is 302831. The Vendor Number is 33043043042. The Mail Code is 000.

IV. TERM; TERMINATION; AMENDMENT

4.01 TERM. This Contract is effective upon the date of the last Party to sign and will expire on August 31, 2017, unless otherwise sooner terminated as provided herein. This Contract may be extended for up to three (3) additional one year terms thereafter by mutual agreement of the Parties by execution of a written amendment.

4.02 TERMINATION. This Contract is subject to termination for convenience upon thirty (30) days' written notice by either Party to the other. Performing Party shall have no liability whatsoever to any other party, person, agency, or entity upon termination of this Contract for any reason, whether for cause or for convenience.

4.03 AMENDMENT. This Contract may be amended only in writing by an instrument signed by Receiving Party and Performing Party; however, Performing Party expressly reserves the right in its sole discretion, to amend this Contract unilaterally with ten (10) business days' written notice to ensure compliance of this Contract or either Party with state or federal law or other regulation.

V. ADDITIONAL PROVISIONS

5.01 RIGHT TO AUDIT. The parties acknowledge the State Auditor's authority to conduct audits of state agencies under Chapter 321 of the Texas Government Code.

5.02 ASSIGNMENT. No assignment of this Contract or of any right accruing hereunder shall be made, in whole or part, by either Party without the prior written consent of the other, unless authorized by law.

5.03 DISPUTE RESOLUTION. The Parties agree to use good-faith efforts to resolve all questions, difficulties, or disputes of any nature that may arise under or by this Contract; provided however, nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

5.04 TEXAS PUBLIC INFORMATION ACT. Each Party is responsible for complying with the provisions of Chapter 552, Texas Government Code (Texas Public Information Act) and the Attorney General Opinions issued under that statute. Responses to requests for confidential information shall be handled in accordance with the provisions of the Texas Public Information Act.

5.05 AVAILABILITY OF FUNDS; LEGISLATIVE ACTION. Both Parties are state agencies whose authority and appropriations are subject to actions of the Texas Legislature. If either Party becomes subject to a legislative change, revocation of statutory authority, or a lack of appropriated funds which would render either Party's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, neither Party will be liable to the other for any damages, which are caused or associated with such termination or cancellation. The Party terminating or cancelling under this paragraph shall not be required to provide advance notice.

5.06 FORCE MAJEURE. Neither Party shall be liable to the other for any delay in, nor failure of performance of, any requirement included in this Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.

5.07 NO WAIVER. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party as an agency of the State of Texas or otherwise available to the Party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a Party under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Neither Party waives any privileges, rights, defenses, or immunities available to it as an agency of the State of Texas, or otherwise available to it, by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.

5.08 SEVERABILITY. If one or more provisions are deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision and this Contract shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

5.09 HEADINGS. The headings used in this Contract are for ease of reference only and will not be used to interpret any aspect of this Contract.

5.10 SURVIVAL. The expiration or termination of this Contract shall not affect the rights and obligations of the Parties accrued prior to the effective date of expiration or termination and such rights and obligations shall survive and remain enforceable.

5.11 GOVERNING LAW; VENUE. This Contract is governed by and construed under and in accordance with the laws of the State of Texas. Any and all obligations under this Contract are due in Travis County and venue is proper only in such county.

VI. NOTICES

Any notice relating to this Contract, which is required or permitted to be given under this Contract by one party to the other party shall be in writing and shall be addressed to the Receiving Party at the address specified below. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies.

- 1. The address of CPA for all purposes under this Contract and for all notices hereunder shall be:

Texas Comptroller of Public Accounts
ATTN: General Counsel Division, Contracts Section
111 E. 17th Street, Room 201
Austin, Texas 78774
Fax: (512) 463-3669
Email: contracts@cpa.texas.gov

- 2. The address of Agency for all purposes under this Contract and for all notices hereunder shall be:

[AGENCY NAME] **TEXAS FACILITIES COMMISSION**
[Contact] **EVA DECHENE**
[Position] **PROGRAM MANAGER**
[Email address] **eva.dechene@tfc.state.tx.us**
[Contact]
[Procurement director] **RICHARD EHLERT**
[Email address] **PROCUREMENT DIRECTOR**
richard.ehlert@tfc.state.tx.us

erd 8/23/2016

VII. Merger

This Contract contains the entire agreement between the Parties relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this Contract shall be of no force or effect unless contained in a subsequent writing, signed by both Parties.

VIII. CERTIFICATIONS

The undersigned Parties do hereby certify that: (1) the Services specified above are necessary and essential and are properly within the statutory functions and programs of the affected agencies of State Government; (2) the proposed arrangements serve the interest of efficient and economical administration of those agencies; (3) the services, supplies, or materials covered by this Contract are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract to the lowest responsible bidder; and

(4) this Contract neither requires nor permits either party to exceed its duties and responsibilities or the limitations of its appropriated funds.

IX. SIGNATORIES

The undersigned signatories represent and warrant that they have full authority to enter into this Contract on behalf of the respective parties. This Contract may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

AGENCY:
TEXAS FACILITIES COMMISSION
[NAME OF AGENCY]

CPA:
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

By: 
KARA MOCHIZUKI, GENERAL COUNSEL

By: 
Mike Reissig
Deputy Comptroller

Date: **8/31/2016**

Date: **8/19/2016**

AGENCY:
[NAME OF AGENCY]

CPA:
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

By: _____

By: _____

AGENCY:
[NAME OF AGENCY]

CPA:
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS