**STATE OF NEW MEXICO**

**INTRAGOVERNMENTAL AGREEMENT**

**AGREEMENT No. XX-XXX-XXXX-XXXXX**

This Interagency Agreement (“**Agreement**”) is entered into by and between the Paying Agency (“**Paying Agency**”) and the Performing Agency (“**Performing Agency**”), who are named on the Signature Page attached hereto (individually “**Party**” collectively “**Parties**”). Each Party is an agency of the STATE OF NEW MEXICO (“**State**”).

1. TERM and Effective Date
   1. Effective Date:

This Agreement shall not be valid or enforceable until it is executed by the Paying Agency Cabinet Secretary or Designee (“**Effective Date**”).

* 1. Term:

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date [**INSERT DATE**] and shall terminate on the Agreement Expiration Date [**INSERT DATE**] unless sooner terminated or further extended in accordance with the terms of this Agreement.

* 1. Termination for Convenience:

Either Party may terminate this Agreement for convenience by giving the other Party ninety (90) days prior written notice setting forth the date of termination.

1. STATEMENT OF WORK and budget
   1. Work:

The Performing Agency shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**. The Paying Agency shall have no liability to compensate the Performing Agency for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

* 1. Goods and Services:

The Performing Agency shall procure goods and services necessary to complete its obligations using Agreement funds and shall not increase the maximum amount payable hereunder by the Paying Agency.

1. PAYMENTS TO The PERFORMING Agency
   1. Maximum Amount:

Payments to the Performing Agency are limited to the unpaid, obligated balance of the Agreement funds. The Paying Agency shall not pay the Performing Agency any amount under this Agreement that exceeds the Agreement Maximum Amount for that State Fiscal Year [**INSERT AMOUNT**].

* 1. Payment Procedures:
     1. The Performing Agency shall initiate payment requests by invoice to the Paying Agency, in a form and manner approved by the Paying Agency. To facilitate Fiscal Year End closing, final invoices for each Fiscal Year should be submitted to the Paying Agency by June 30th of the following Fiscal Year.
     2. The Paying Agency shall pay each invoice within thirty (30) days following the Paying Agency’s receipt of that invoice, so long as the amount invoiced correctly represents work completed by the Performing Agency and previously accepted by the Paying Agency during the term that the invoice covers.
     3. In accordance with the State’s Model Accounting Principles, each Agency shall report the outstanding balance of this Agreement at Fiscal Year end.

1. RECords, MAINTENANCE, and inspection
   1. Maintenance:

During the term of this Agreement and for a period terminating upon the later of (i) the sixth anniversary of the final payment under this Agreement or (ii) the resolution of any pending Agreement matters (“**Record Retention Period**”), each Party shall maintain, and allow inspection and monitoring by the other Party, and any other duly authorized agent of a governmental agency, of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the work or the delivery of services or goods hereunder.

* 1. Inspection:

The Paying Agency shall have the right to inspect the Performing Agency’s performance at all reasonable times and places during the term of this Agreement. The Performing Agency shall permit the Paying Agency and any other duly authorized agent of a governmental agency having jurisdiction to monitor all activities conducted pursuant to this Agreement to audit, inspect, examine, excerpt, copy, and/or transcribe the Performing Agency's records related to this Agreement during the Record Retention Period to assure compliance with the terms hereof or to evaluate performance hereunder. Monitoring activities controlled by the Paying Agency shall not unduly interfere with the Performing Agency’s performance hereunder.

1. CONFIDENTIAL INFORMATION

Each Party shall treat the confidential information of the other Party with the same degree of care and protection it affords to its confidential information, unless a different standard is set forth in this Agreement. Each Party shall notify the other Party immediately if it receives a request or demand from a third party for records or information of the other Party.

1. Dispute Resolution

The failure of a Party to perform its respective obligations in accordance with the provisions of this Agreement is a breach of this Agreement. In the event of disputes concerning performance hereunder or otherwise related to this Agreement, the Parties shall attempt to resolve them at the divisional level. If this fails, disputes shall be referred to senior departmental management staff designated by each Party. If this fails, the executive director of each Party shall meet and attempt resolution. If this fails, the matter shall be submitted in writing by both Parties to the State Controller, whose decision shall be final.

1. NOTICES AND REPRESENTATIVES

Any notice required to be given to either Party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To Paying Agency:

[INSET NAME]

[INSERT ADDRESS]

[INSERT EMAIL ADDRESS]

To Performing Agency:

[INSERT NAME]

[INSERT ADDRESS]

[INSERT EMAIL ADDRESS]

1. GENERAL PROVISIONS
   1. Assignment

The Performing Agency’s rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the Paying Agency. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of the Performing Agency’s rights and obligations approved by the Paying Agency shall be subject to the provisions of this Agreement.

* 1. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

* 1. Digital Signatures

If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

* 1. Third Party Beneficiaries

Except for the Parties’ respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

* 1. Amendment

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto and all other required signatories.

[**SIGNATURE PAGE AND EXHIBITS FOLLOW**]

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which the Paying Agency Secretary or Designee executes it.

**Paying Agency –**

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

Secretary of Designee

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

Chief Financial Officer

**Approved as to legal form and sufficiency.**

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

Office of General Counsel

**Performing Agency –**

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

Secretary or Designee

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

Chief Financial Officer

**Approved as to legal form and sufficiency.**

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

Office of General Counsel

Exhibit A, Statement of Work AND BUDGET

1. **BACKGROUND**:
2. Responsibilities:
3. Payment Process:
4. Renewal:

**6. STATEMENT OF WORK:**

**7. TERMS AND CONDITIONS:**

**8. Estimate of Hours Dedicated to Fiscal Year:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Performing Agency Position** | **Hours per Week** | **Total Monthly Hours** | **Total Annual Hours** |
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|  |  |  |  |
| **Total:** |  |  |  |

**Total Fee for FY [INSERT FISCAL YEAR] for Scope of Work activities:[INSERT AMOUNT IN WORDS AND NUMBERS $]**