

Contract No. DIR-ICC- 141

**INTERSTATE COOPERATION CONTRACT
FOR THE TEXAS DEPARTMENT OF INFORMATION
RESOURCES TECHNOLOGY CONTRACTS**

THIS INTERSTATE COOPERATION CONTRACT is entered into by and between the CITY OF LAKEWOOD, COLORADO, with its principal place of business at 480 South Allison Parkway, Lakewood, Colorado 80226 [DIR Customer], and the STATE OF TEXAS, acting by and through the DEPARTMENT OF INFORMATION RESOURCES, 300 West 15th Street, Suite 1300, Austin, Texas 78701, pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791 for Texas based Customers and Section 2054.0565, Texas Government Code, for out of state Customers.

I. STATEMENT OF PURPOSE:

The purpose of this Interstate Cooperation Contract [Contract] is to allow DIR Customer to purchase information resources technologies through DIR Contracts.

II. CONSIDERATION:

- a. Per the Interlocal Cooperation Act, Texas Government Code, § 791.025, or other applicable law, the DIR Customer satisfies the requirement to seek competitive bids for the purchase of goods and/or services.
- b. DIR agrees to allow DIR Customer to procure information resources technologies through existing Vendor contracts and Vendor contracts that DIR may enter into during the term of this interstate cooperation contract, in accordance with specifications submitted through purchase orders from Customer. All DIR Vendor contracts shall be made available to the DIR Customer via the DIR Internet web site. DIR Customers utilizing the Cooperative Contracts shall issue a Purchase Order directly to the relevant Vendor. DIR Customers utilizing a DIR Contract for which DIR is the fiscal agent, the DIR Customer's Purchase Order shall be issued to DIR.
- c. DIR Customer agrees to notify DIR of any substantial problems in quality or service in relations with a vendor under a DIR vendor contract.

III. PAYMENT FOR GOODS AND SERVICES:

- a. DIR Customer shall comply with Chapter 2251, Texas Government Code, or applicable local law, in making payments to the Vendor. Payment under a DIR Contract shall not foreclose the right to recover wrongful payments.
- b. Payments must be made in accordance with laws and procedures applicable to DIR Customer.

- c. DIR Customer agrees to pay the rates and/or prices set by DIR with its vendors. DIR Customer understands these rates and/or prices include a DIR administrative fee.
- d. All purchases executed under a DIR Contract will require a DIR Customer purchase order.

IV. TERM OF CONTRACT:

This Interstate Cooperation Contract shall begin when fully executed by both parties and shall continue through until terminated . Either party, upon written notice, may terminate this contract on thirty (30) days advance written notice. Customers shall pay for all goods and services received through the effective date of termination.

V. GOVERNING LAW AND OTHER REPRESENTATIONS DIR CUSTOMER:

- Unit of Texas Local Government hereby certifying that it has statutory authority to perform its duties hereunder pursuant to Chapter Code.
- Non-Texas State agency or unit of local government of another state hereby certifying that it has statutory authority to enter into this Interstate Cooperation Contract and perform its duties hereunder pursuant to: Article X, Section 6, of the Colorado Constitution; Article I of the City of Lakewood's home rule charter; and section 3.04.030 of the City of Lakewood Municipal Code.

VI. CERTIFYING FUNCTION:

Department of Information Resources acting as the owner of the DIR Contracts hereby certifies the eligibility of the DIR Customer to use the DIR Contracts.

VII. TERMS AND CONDITIONS FOR OUT OF STATE DIR CUSTOMERS:

SELECTIONS PER THE GOVERNING LAW OF THE OUT OF STATE DIR CUSTOMER:

1. In any issue concerning this Interstate Cooperation Contract, or the DIR Contracts, in which DIR is involved shall be governed by the law of the State of Texas, excluding the conflict of law provisions.
2. Exclusive Venue for any litigation whatsoever involving DIR is the state district court of Travis County, Texas.
3. DIR Customer's use of the DIR Contracts shall be governed by the law of the State of Colorado, excluding the conflicts of law provisions.
4. Exclusive Venue for litigation arising between DIR Customer and Vendor from use of the DIR Contracts is in the 1st Judicial District Court in Jefferson County, Colorado.

5. The following dispute resolution procedures shall be used to resolve disputes arising from use of the DIR Contracts: nonbinding mediation followed by litigation, if necessary.

VIII. Notification

All notices under this Interstate Cooperation Contract shall be sent to a party at the respective address indicated below.

If sent to the DIR:

Hershel Becker, Chief Procurement Officer
Office Chief Procurement Officer
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Facsimile: (512) 475-4700

DIR Customer:

Contact Name: Larisa Thomas, Chief Information Security Officer
Customer Name: City of Lakewood
Address: 480 South Allison Parkway
City, State, Zip Code: Lakewood, CO 80226
Phone Number: 303.987.7623
Email: lthomas@lakewood.org

IN WITNESS WHEREOF, this Interstate Cooperation Contract is executed to be effective as of the date of the last ^{sign.}



CITY OF LAKEWOOD

/Signature on File/
Mark Pray, Chief Information Officer
Department of Information Technology

ATTEST:

/Signature on File/
Michele Millard, City Clerk

08/06/2020
Attestation Date

Approved as to form:

/Signature on File/
Gregory D. Graham, Deputy City Attorney

Recommended and approved as to content:

/Signature on File/

Larisa Thomas, Chief Information Security Officer
Department of Information Technology

The State of Texas, acting by and through the Department of Information Resources

Authorized By: /Signature on File/ _____

Name: _____
Hershel Becker

Title: _____
Chief Procurement Officer

Date: _____
8/21/2020 | 6:49 AM CDT

Office of General Counsel: /Signature on File/ _____