DIR No: DIR-SDD-IC583

INTERLOCAL COOPERATION CONTRACT
for Information Resources Technologies

THIS INTERLOCAL COOPERATION CONTRACT is entered into by and between Kansas State University [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 [DIR], 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 Interlocal 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 provide to DIR Customer those information resources technologies available through existing Vendor contracts and Vendor contracts that DIR may enter into during the term of this interlocal 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 GO DIRect 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 from current revenues available to DIR Customer and authorized by its governing board.
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 Interlocal Cooperation Contract shall begin when fully executed by both parties and shall continue _____until terminated_ _____.

Either party, upon written notice, may terminate this contract on thirty (30) days advance written notice. Customers shall pay for all goods ands services received through the effective date of termination.

V. GOVERNING LAW AND OTHER REPRESENTATIONS:

DIR Customer:

[ ] Unit of Texas Local Government hereby certifying that is has statutory authority to perform its duties hereunder pursuant to Chapter _____, Texas _____ Code.

[X] Non-Texas State agency or unit of local government of another state hereby certifying that it has statutory authority to enter in to this Interlocal Agreement and perform its duties hereunder pursuant to _KSA 76-769.

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. DIR Customer's use of the DIR Contracts shall be governed by the law of the State of Kansas, excluding the conflicts of law provisions.
2. Exclusive Venue for litigation arising from use of the DIR Contracts is Riley County, Kansas.
3. The following dispute resolution procedures shall be used to resolve disputes arising from use of the DIR Contracts per Kansas law and University policy.

This Interlocal Cooperation Contract is executed to be effective as of the date of the last party to sign.

Carl Albert State College

Authorized By: signature on file

Name: Carla K. Bishop

Title: Director of Purchasing

Date: 11/1/11

THE STATE OF TEXAS, acting by and through the DEPARTMENT OF INFORMATION RESOURCES

Authorized By: signature on file

Name: Karen W. Robinson

Title: Executive Director of DIR

Date: 11/21/11

Legal: signature on file 11/18/11