

INTERLOCAL COOPERATION CONTRACT for Information Resources Technologies

THIS INTERLOCAL COOPERATION CONTRACT is entered into by and between HOWARD COUNTY, MARYLAND, a body corporate and politic of the State of Maryland [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 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 appropriated in accordance with the Howard County Charter.
- 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_____.
[choose a specific number of months or state, "until terminated." and then delete this instruction]

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 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 the Howard County Charter, adopted in accordance with Article XI-A of the Maryland Constitution.

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 Maryland, excluding the conflicts of law provisions.
2. Exclusive Venue for litigation arising from use of the DIR Contracts is the Circuit Court for Howard County, Ellicott City, Maryland.
3. The following dispute resolution procedures shall be used to resolve disputes arising from use of the DIR Contracts: not applicable.

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

SIGNATURES BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

WITNESS:

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

signature on file 1-27-12
Signature

Print Name: David Brown

signature on file 2/8/12
Carl Marsh
Chief Operating Officer

WITNESS:

HOWARD COUNTY, MARYLAND a body
corporate and politic

signature on file
Lonnie R. Robbins
Chief Administrative Officer

signature on file
Ken Ulman
County Executive

APPROVED FOR LEGAL SUFFICIENCY
this 12th day of March, 2012

INFORMATION TECHNOLOGY APPROVED:

signature on file
Margaret Ann Nolan
County Solicitor

signature on file
Ira Levy, Director
Department of Technology and Communications
Chief Information Officer

APPROVED FOR SUFFICIENCY OF FUNDS:

signature on file
Stanley J. Milesky
Director of Finance