

## **INTERLOCAL COOPERATION CONTRACT for Information Resources Technologies**

THIS INTERLOCAL COOPERATION CONTRACT is entered into by and between The University of Alabama at Birmingham [DIR Customer] and the STATE OF TEXAS, acting by and through the DEPARTMENT OF INFORMATION RESOURCES, 300 West 15<sup>th</sup> 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.  
[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 Code of Alabama Section 41-16-20.

#### 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 Alabama, excluding the conflicts of law provisions.
2. Exclusive Venue for litigation arising from use of the DIR Contracts is the State of Alabama Board of Adjustment (See Code of Alabama §§ 41-9-60 through 41-9-74).
3. The following dispute resolution procedures shall be used to resolve disputes arising from use of the DIR Contracts The parties agree that any and all claims, controversies of disputes between the parties which arise out of or relate in any way to this Agreement or a breach hereof and which parties are unable to resolve informally shall be submitted to non-binding mediation in Birmingham, Alabama, UAB, as a division of The Board of Trustees of the University of Alabama, is a state agencies and cannot waive immunity conferred on it by Ala. Const. Art. I § 14.

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

**The University of Alabama at Birmingham**

Authorized By: signature on file

Name: Patricia Raczynski

Title: Associate Vice President for Financial Affairs

Date: 11/6/09

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

Authorized By: signature on file

Name: Cindy Reed

Title: Deputy Executive Director Operations & Statewide Technology Sourcing

Date: 12/17/09

Legal: initials on file 12/16/09