

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

THIS INTERSTATE COOPERATION CONTRACT (this "ICC") is entered into by and between **State of Iowa acting through the Department of Management - Office of the Chief Information Officer**, with its principal place of business at **200 East Grand Ave, Des Moines, IA 50309** ("Customer") and the STATE OF TEXAS, acting by and through the DEPARTMENT OF INFORMATION RESOURCES ("DIR"), with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, pursuant to the authority granted and in compliance with the provisions of Section 2054.0565, Texas Government Code.

I. STATEMENT OF PURPOSE:

The purpose of this ICC is to allow Customer to use contracts entered into under Section 2157.068, Texas Government Code (the "Cooperative Contracts"), to purchase information technology commodity items in accordance with Section 2054.0565, Texas Government Code, and the terms of such Cooperative Contracts.

II. AUTHORIZING LAW AND OTHER CUSTOMER REPRESENTATIONS

Customer hereby represents and warrants that:

- a. Customer has the statutory authority to execute this ICC and perform its duties hereunder pursuant to **Iowa Code section 8B.24**;
- b. Customer has the statutory authority to use the Cooperative Contracts to purchase information technology commodity items pursuant to **Iowa Code section 8B.24**; and
- c. Customer has received, or will receive, all requisite authorizations, approvals, and consents necessary to execute a Purchase Order (as defined in the Cooperative Contract) under a Cooperative Contract and perform its duties thereunder prior to executing any such Purchase Order.

III. CONFIRMATION OF ELIGIBILITY

In reliance upon Customer's above representations, DIR hereby confirms the eligibility of Customer to use the Cooperative Contracts to purchase information technology commodity items.

IV. PAYMENT FOR GOODS AND SERVICES:

- a. Customer shall comply with Chapter 2251, Texas Government Code, in making payments for Purchase Orders issued under a Cooperative Contract. Payment under a Cooperative Contract shall not foreclose the right to recover wrongful payments.
- b. Customer agrees that pricing for purchases of goods and services under the Cooperative Contracts shall be in accordance with the terms thereof. Customer understands that pricing to Customer under the Cooperative Contracts includes a DIR Administrative Fee (as defined in the Cooperative Contract).

- c. All purchases executed under a Cooperative Contract will require Customer to execute a Purchase Order.

V. TERM OF ICC:

This ICC shall begin when fully executed by both parties and shall continue until terminated. Either party may terminate this ICC on thirty (30) days advance written notice. All Purchase Orders entered into by Customer in reliance on this ICC shall survive the termination of this ICC for the then-current term of such Purchase Order, except as provided by the applicable Cooperative Contract. Termination of this ICC shall not excuse Customer from performance of any such surviving Purchase Orders in accordance with the terms thereof, including all payment obligations.

VI. CHOICE OF LAW

This ICC shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. In any litigation where DIR is a party, and subject to the requirements of Chapter 2260, Texas Government Code, the exclusive venue of any such suit arising under this ICC is fixed in the state courts of Travis County, Texas.

VII. Notification

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

If sent to DIR:

Hershel Becker, Chief Procurement Officer
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701

If sent to Customer:

Awna Kotchian
200 E. Grand Ave.
Des Moines, IA 50309
515-330-8302
ocioprocurement@iowa.gov

IN WITNESS WHEREOF, this Interstate Cooperation Contract is executed to be effective as of the date of the last signature hereto.

CUSTOMER

Iowa Department of Management - Office of the Chief Information Officer

Authorized By: 

Name: Matt Behrens

Title: Chief Information Officer

Date: 3/22/2023

The State of Texas, acting by and through the DEPARTMENT OF INFORMATION RESOURCES

Authorized By: 

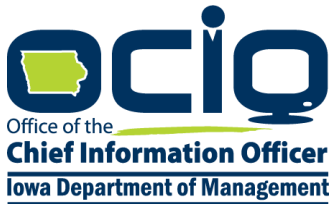
Name: Amanda Crawford

Title: Executive Director

Date: 3/31/2023 | 3:24 PM CDT

Office of General Counsel: 

3/29/2023 | 3:52 PM CDT



STATE OF IOWA

KIM REYNOLDS, GOVERNOR

ADAM GREGG, LT. GOVERNOR

March 15, 2023

Texas Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701

Re: Scope of State of Iowa Texas DIR Interstate Cooperation Contract

To whom it may concern,

The State of Iowa, acting through the Department of Management - Office of the Chief Information Officer ("OCIO") elects to enter into an Interstate Cooperation Contract ("The Contract") with Texas Department of Information Resources on behalf of the entire State of Iowa. For the sake of clarity and the avoidance of doubt, any governmental entity at the State of Iowa, including the state board of regents and institutions operated by the state board of regents will be permitted to purchase under the Contract, attached hereto.

A handwritten signature in blue ink, appearing to read 'Matt Behrens', is written over a horizontal line.

Matt Behrens

Chief Information Officer

State of Iowa

Department of Management - Office of the Chief Information Officer