

**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 **Pierce College** with its principal place of business at **9401 Farwest Dr. SW Lakewood, WA 98498** ("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 **RCW 28B.10.029** ;
- b. Customer has the statutory authority to use the Cooperative Contracts to purchase information technology commodity items pursuant to **RCW 39.34.040**; 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:

Contact Name: Danielle Evans
Address: 9401 Farwest Dr. SW
City, State, Zip Code: Lakewood, WA 98498
Phone Number: (253) 912-2290
Email: Contracts@pierce.ctc.edu

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

CUSTOMER

Pierce College

Authorized By: Danielle Evans

Name: Danielle Evans

Title: Executive Assistant- Admin Services

Date: 1/25/23

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

Authorized By: Amanda Crawford
DocuSigned by:
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Name: Amanda Crawford

Title: Executive Director

Date: 1/27/2023 | 11:29 AM CST

Office of General Counsel: Josh Godbey 1/26/2023 | 5:17 PM CST
DocuSigned by:
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