

**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 **County of Monterey, a political subdivision of the State of California** with its principal place of business at **168 W. Alisal, Salinas California 93901** ("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 California Public Contracts Code section 20607;
- b. Customer has the statutory authority to use the Cooperative Contracts to purchase information technology commodity items pursuant California Public Contracts Code section 10298; 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: Lee Ann Magoski – Director of Emergency Communications  
Address: 1322 Natividad Road  
City, State, Zip Code: Salinas California 93906  
Phone Number: 831-769-8880  
Email: MagoskiL@co.monterey.ca.us

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

**CUSTOMER**

**County of Monterey, a Political Subdivision of the State of California**

**Authorized By:** \_\_\_\_\_

DocuSigned by:  
*Samuel Biederwell* 3/27/2023 | 10:44  
61542069561440E...  
County Counsel - Approved as to Legal Form

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

DocuSigned by:  
*Jennifer Forsyth* 3/29/2023 | 2:08 PM  
4E7E657875454AE...  
Auditor-Controller-Approved as to Fiscal Provisions

**Date:** \_\_\_\_\_

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

**Authorized By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Office of General Counsel:** \_\_\_\_\_