

**INTERLOCAL COOPERATION CONTRACT**

This Interlocal Cooperation Contract ("Contract") is entered into by and between the Contracting Parties shown below pursuant to the authority granted and in compliance with Chapter 791, Texas Government Code.

**I. Contracting Parties:**

The Receiving Party: City of Austin, Texas, a home-rule municipality of the State of Texas  
Communications and Technology Management  
625 East 10<sup>th</sup> St., Suite 900  
Austin, TX 78701  
Attn: Russ Rumney

The Performing Party: The University of Texas at Austin, an institution of higher education and agency of the State of Texas  
ITS Office of Telecommunication Services ("UT OTS")  
P. O. Box 7580, Mail Code C3800  
Austin, TX 78713-7580  
Attn: Joan Royer

**II. State of Services to be Performed:**

Subject to Receiving Party's compliance with the Texas Higher Education Network's "THEnet" Use Policy at the University of Texas at Austin (Appendix A attached and incorporated by reference), Performing Party shall provide Receiving Party with access to national networks, including the commodity Internet and/or the Internet2 and National LambdaRail networks (the "services"), and includes a port charge with is necessary to connect to the network. Such access is accomplished via Receiving Party's connection to the THEnet backbone. The THEnet backbone interconnects all THEnet subscriber institutions, including Receiving Party, and acts as a conduit to the national networks.

**III. Service Fee Schedule:** This Service fee schedule will be reviewed annually and is subject to revisions by UT OTS.**Basis for Calculating Service Costs:**

| Service Fee Schedule                                  | # of Units (Mbps) | Charge Per Mbps | Amounts per Month | # of Months and Dates       | Total for Contract |
|---|-------------------|-----------------|-------------------|-----------------------------|--------------------|
| Commodity Internet                                    | 150 Mbps          | \$56.94         | \$8,541.00        | 12 Months<br>9/1/08-8/31/09 | \$102,492.00       |
| Network Equip. Co-Location in UT Service Bldg. Rm 319 |                   |                 | \$50.00           | 12 Months 9/1/08 – 8/31/09  | \$600.00           |
| Port Charge   |                   |                 | \$2,500.00        | 12 Months<br>9/1/08-8/31/09 | \$30,000.00        |
| Total Amt. of Contract                                |                   |                 | \$11,091.00       |                             | \$133,092.00       |

**IV. Contract Amount**

The amount of this Contract shall not exceed \$133,092.00 (One Hundred Thirty-Three Thousand Ninety-Two Dollars and Zero Cents) for the initial term of September 1, 2008 to August 31, 2009 with four one-year renewal options in an amount not to exceed \$180,000 per renewal option for a total Contract amount not to exceed \$853,092.

**V. Payment for Services:**

Performing Party will invoice Receiving Party for services rendered on an annual basis.

Receiving Party will remit payment to Performing Party for services satisfactorily performed under this Contract for the prior year within sixty (60) days from receipt of invoice.

Receiving Party shall pay for services received from current revenues available to the Receiving Party that include current appropriation items or current appropriated accounts of the Receiving Party from which like expenditures would normally be paid, based upon vouchers or authorized Purchase Orders drawn by the Receiving Party payable to the Performing Party.

Payments received by the Performing Party shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

**VI. Term of the Contract:**

The initial 12-month term of the Contract shall commence on September 1, 2008 (Effective Date) and end on September 30, 2009. This Contract shall automatically renew on the anniversary date of the Effective Date for four successive one year terms unless the Contract is terminated.

**VII. Termination:**

Either party may terminate this Contract upon One Hundred Twenty (120) days advance written notice of termination to the other Party.

UT OTS may terminate this contract upon thirty (30) days advance written notice of termination to the Receiving Party for 1) non-payment of invoices which are ninety (90) days past due or 2) Receiving Party's violation of the THENet Use Policy. The City of Austin may avoid termination by correcting the reasons for termination prior to the effective date of termination stated in the notice to the satisfaction of the UT OTS.

**VIII. Entire Agreement and Ratification:**

This agreement ratifies the Performing Party's services performed and Receiving Party's payments in the amount of \$587,121.31 rendered for services for prior service periods of 1998-2008. This agreement constitutes the entire agreement between the parties. This agreement may not be modified except as agreed by the parties in writing.

**IX. No Assignment.** A party to this Contract shall not assign or transfer its interests under this Contract.

**X. Certifications:**

The undersigned Contracting Parties do hereby certify that each is authorized to perform the services required by this Contract and that such services further a governmental function of Receiving Party.

DRAFT 10/17/08

Duly authorized representatives of the Contracting Parties have executed and delivered this Contract to be effective as of the Effective Date.

**Receiving Party**

City of Austin

By: \_\_\_\_\_

Byron Johnson  
Purchasing Officer

**Performing Party**

The University of Texas at Austin

By: \_\_\_\_\_

Debra Stevens  
Business Contracts Administrator

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

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

Attachment

Appendix A – THENet Policy at the University of Texas at Austin

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