

UTAUS CN: 45994  
Amendment to UTAUS: 36747

Amendment No. 2  
to  
Contract No. 5600 17080700033  
for  
Internet Services  
between  
University of Texas at Austin Continuing & Extended Edu  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be September 01, 2018, through August 31, 2019. Two (2) options will remain.
- 2.0 The total contract amount is increased by \$114,968.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 09/01/2016 – 08/31/2017	\$57,464.00	\$57,464.00
Amendment No. 1: Option 1 – Extension 09/01/2017 – 08/31/2018	\$114,968.00	\$172,432.00
Amendment No. 2: Option 2 – Extension 09/01/2018 – 08/31/2019	\$114,968.00	\$287,400.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

DocuSigned by:  
Sign/Date: Linda Shaunessy 2018-07-11 | 10:31:53 PDT  
Printed Name: Linda Shaunessy  
Authorized Representative

The University of Texas at Austin  
ITS Office of Telecommunication Services  
P.O. Box 7580, Mail Code C3800  
Austin, TX 78713-7580

Sign/Date: Bartley Tyler 7/11/18  
Printed Name: Bartley Tyler  
Authorized Representative  
Sign/Date: James T. Howard  
Printed Name: JAMES T. HOWARD

City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701

## INTERLOCAL COOPERATION CONTRACT

This Interlocal Cooperation Contract (this "Agreement") is entered into by and between the City of Austin, Texas (the "City") and The University of Texas at Austin (the "University") pursuant to the authority granted and in compliance with Chapter 791, *Texas Government Code*.

### I. Recitals

The City has been contracting internet access <sup>through</sup> ~~through~~ the University of Texas for approximately 20 years and over the last five years the City has paid an average of \$70K per year to UT for this access. The Texas Higher Education Network (THEnet) backbone interconnects all THEnet subscriber institutions, including the City of Austin, and acts as a conduit to national networks. CTM works with the University of Texas to forecast network capacity needs at fair market costs. Internet bandwidth usage is forecast to have an annual growth rate of 25% to 35% due to increased access to cloud based services and increased streaming video usage. The forecasted growth rate anticipates that the City will be required to expand its capacity.

This City and University desire to enter into this Agreement to ensure that the provision of internet access to the City for 2017 capacity at the same level as 2016, allow up to a 100% capacity increase in 2018, hold 2019 capacity at the 2018 level and increase capacity up to 35% in each of the two remaining years.

### II. Contracting Parties Contact Information

The City: City of Austin  
Communications and Technology Management  
Department  
1124 S. IH 35, Suite 300 Austin, TX 78704  
ATTN: Leslye Conoley

The University: The University of Texas at Austin  
ITS Office of Telecommunication Services  
P.O. Box 7580, Mail Code C3800  
Austin, TX 78713-7580  
ATTN: Kelly Porterfield

### III. Statement of Services to be Performed

Subject to City's compliance with the Texas Higher Education Network ("THEnet") Use Policy (Appendix A attached and Incorporated by

reference), the University agrees to provide City with access to national networks, including the commodity Internet and the Internet2 networks (the "services"), and includes a port charge and rack space necessary to connect to the network. Such access is accomplished via City's connection to the THENet backbone. The THENet backbone interconnects all THENet subscriber institutions, including the City, and acts as a conduit to the national networks. The University agrees to provide the City internet access at the rates

#### **IV. Contract Amount and Options to Extend and Increase Internet Speed**

The City agrees to pay the University \$57,463.00 for internet service at no less than 385 megabits per second (Mbps) from September 1, 2016 to August 31, 2017. Upon providing reasonable advance notice to the University, the City may exercise the following extension options:

- a. *FY 2018 Extension Option.* For internet service at no less than 770 Mbps from September 1, 2017 to August 31, 2018, for which the City agrees to pay \$114,968.00 within 90 days of it exercising the extension option;
- b. *FY 2019 Extension Option.* For internet service at no less than 770 Mbps from September 1, 2018 to August 31, 2019 for which the City agrees to pay \$114,968.00 within 90 days of it exercising the extension option;
- c. *FY 2020 Extension Option.* For internet service at no less than 1040 Mbps from September 1, 2019 to August 31, 2020, for which the City agrees to pay \$155,206.00 within 90 days of it exercising the extension option; and
- d. *FY 2021 Extension Option.* For internet service at no less than 1040 Mbps from September 1, 2020 to August 31, 2021, for which the City agrees to pay \$209,528.00 within 90 days of it exercising the extension option.

Payments made under this Agreement will (1) fairly compensate the University for the services performed under this Agreement, and (2) be made from current revenues available to the City.

#### **V. Warranties**

Each party warrants it has all necessary power and has received all necessary approvals to execute and deliver this Agreement and that the

representative signing this Agreement on its behalf is authorized by its governing body to sign this Agreement.

#### VI. Term of Agreement

This Agreement is effective as of September 1, 2016 and shall terminate on August 31, 2017, unless it is extended in accordance with the terms of Section IV above.

#### VII. Termination

In the event of either party to perform its duties and obligations in accordance with the terms of this Agreement, the other party may terminate this Agreement upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty-day period. In the event of termination, the University will refund the City a prorated amount of the payment made for which the City will not receive the services due to the termination.

Executed effective by the following duly authorized representatives of the Contracting Parties:

City of Austin, Texas

By: 

Name  
Title

Date: 8/3/17

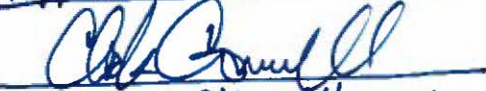
The University of Texas at Austin

By: 

Linda Shaunessy  
Business Contracts Administrator

Date: 6/20/2017

Approved as to Form:

  
Assistant City Attorney

## Appendix A: THEnet Use Policy at The University of Texas at Austin Network Abuse

Office of Telecommunication Services ("OTS") takes a direct and immediate interest in protecting the operational integrity of the network from any activity at a THEnet subscriber site which causes disruption of communications services on THEnet or elsewhere on the Internet. In order to protect the network from any such occurrence, THEnet subscriber organizations must be able to physically locate any given computer based on the IP address assigned to it and, upon request, remove that computer from the network or revoke the computer user's access to that and other computers, as appropriate. In any case where on-going disruption of communications services on THEnet or elsewhere on the Internet is traceable to a particular THEnet subscriber organization and such activity cannot be controlled by that subscriber, then the subscriber's THEnet connection may be shut down until the disruptive activity has ceased.

### IP Spoofed Address Denial of Service (DoS) Attacks

OTS requires that THEnet subscribers configure their router(s) in such a way as to prevent their site's participation in so-called 'smurf' and other IP spoofed address attacks on other Internet sites.

The intended result of this policy is 1) to prevent a smurf attack or other IP spoofed address attack from originating at a THEnet subscriber site, and 2) to prevent the use of a THEnet subscriber as an intermediary 'amplifier' site.

Please see "Preventing IP Spoofed Address Denial of Service (DoS) Attacks" document at <http://www.the.net/tools/docs/dosattacks.php> for an example of how to configure your router against DoS attacks.

### Spam

Transmission of unsolicited bulk email ("Spam") by a THEnet subscriber is strictly prohibited, including the maintenance by a THEnet subscriber of 'open relay' systems permitting such transmission by third parties. Additionally, a THEnet subscriber may not host a network service (web-based or other) that is advertised in unsolicited bulk email, even though

such email originates in other networks. Repeated infractions of this Spam policy will be considered grounds for termination of THEnet service.

#### Resale of THEnet Connectivity

The resale of THEnet/Internet access by any THEnet subscriber is prohibited.