



Amendment No. 2
To
Contract No. NI180000012
For
Water Technology Innovation
Between
The University of Texas at Austin
on behalf of the IC2 Institute and The Austin Technology Incubator
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be October 1, 2019 through September 30, 2020. No options will remain.
- 2.0 The total contract amount is increased by \$50,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 10/01/2017 – 09/30/2018	\$50,000.00	\$50,000.00
Amendment No. 1: Option 1 – Extension 10/01/2018 – 09/30/2019	\$50,000.00	\$100,000.00
Amendment No. 2: Option 2 – Extension 10/01/2019 – 09/30/2020	\$50,000.00	\$150,000.00

- 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.

The University of Texas at Austin
on behalf of the IC2 Institute and
The Austin Technology Incubator

DocuSigned by:

By Linda Shaunessy

09E4716847F0426

Linda Shaunessy

Business Contracts Administrator

2019-09-17 | 15:16:31 PDT

City of Austin
Greg Meszaros
Director, Austin Water

By: [Signature]

Approved as to Form:

By _____ N/A



Amendment No. 1 – CN#44326
of
Contract No. NI180000012
for
Water Technology Innovation
between
The University of Texas at Austin
On behalf of the IC2 Institute and The Austin Technology Incubator
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the subject contract. The extension option will be effective October 1, 2018 to September 30, 2019. One extension option remain.
- 2.0 The total contract amount is increased by \$50,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic: 10/01/17 – 09/30/18	\$50,000.00	\$50,000.00
Amendment No. 1: Option 1 10/01/18 – 09/30/19	\$50,000.00	\$100,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (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.

The University of Texas at Austin,
On behalf of the IC2 Institute and
The Austin Technology Incubator

By: _____

City of Austin
Greg Meszaros
Director, Austin Water

By: _____ 9/13/18

APPROVED AS TO FORM:

By: _____ N/A



M E M O FOR RECORD

DATE: 5/2/18

SUBJECT: MA 2200 NI180000012

This is was an agreement that did not go through purchasing office. This is for payment purposes only.

A handwritten signature in black ink, appearing to read "G Billela", with a large, stylized loop at the end.

Georgia Billela
Procurement Specialist III

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
THE CITY OF AUSTIN
AND
THE UNIVERSITY OF TEXAS AT AUSTIN'S IC2 INSTITUTE**

This Interlocal Cooperation Contract is dated October 1, 2017, and is between the City of Austin, a Texas home-rule municipal corporation, acting through its water utility department ("the City"), and the University of Texas at Austin, acting through its Austin Technology Incubator (or "ATI"), a program of the IC2 Institute. This agreement is entered pursuant to the authority granted and in compliance with the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

RECITALS

The mission of ATI's Water RIOT (Water Resiliency with Internet of Things) program is to help develop solutions to water infrastructure and supply problems by applying technological solutions – software, sensors, communications, analytics, automation, etc. – to our last-century water sector.

ATI received grant funding through the U.S. Economic Development Administration (EDA) to foster the development of water technology innovation in Central Texas and to provide resiliency to our water systems by incorporating internet of things technologies.

Water RIOT is bringing together water utilities, water researchers, technologists, start-ups, and other stakeholders to spark collaboration and accelerated innovation.

The City intends to assist ATI in its goals by providing a defined amount of financial support.

Therefore, ATI and the City agree as follows:

AGREEMENT

1. CONTRACTING PARTIES

a. ATI is a program of the IC2 Institute at the University of Texas at Austin which seeks to cultivate innovations into companies funded by private capital by providing resources and facilities for the development and furtherance of new technologies. ATI is a part of the University of Texas and is a business incubator committed to advancing technology initiatives by advising early-stage, high-risk companies engaged in technology-based ventures. The IC2 Institute of the University of Texas at Austin is a center for research and education.

b. The City of Austin is a home rule municipality of the State of Texas, acting by and through its water utility department, Austin Water.

2. STATEMENT OF SERVICES TO BE PERFORMED

- a. ATI shall provide to the City within fifteen business days of a request by the City:
 - i. the names, contact information, description, and other pertinent information

related to water-focused startup companies or other entrepreneurial ventures with which ATI has had communications related to ATI's Water RIOT, and

ii. a list of water-focused researchers in Texas, including contact info and areas of study, if known.

b. ATI agrees to host or attend meetings between ATI and the City to provide the City with updates and planning information regarding Water RIOT. These meetings will take place at least quarterly until this agreement expires or terminates.

c. ATI shall develop an entrepreneurial engagement plan tailored to the City which assesses pilot opportunities and prototype testing to take place at the City for companies that are farther along and who have what the City deems to be worthy prototypes.

d. ATI shall provide to the City, by September 30 of each year this agreement is in effect, annual summaries of Water RIOT's activities.

e. ATI shall plan three "utility engagement sessions" in which entrepreneurs, companies, researchers, students, or others involved in Water RIOT can present ideas to the City to get feedback.

3. CONTRACT TERM

This agreement is effective upon its full execution and will be in effect for a primary term that starts on the date stated in the introductory paragraph above and terminates on September 30, 2018. Subject to the availability of funds, the City may exercise up to two 12-month extension options at the conclusion of the primary term.

4. PAYMENT

a. Limit on obligations. The City's financial obligations under this agreement will not exceed \$50,000 during each City of Austin fiscal year of the contract term. The City's payment obligations are payable solely from funds appropriated by the Austin City Council ("Appropriated") and available for the purpose of this agreement. The absence of Appropriated or other lawfully available funds will render this agreement null and void to the extent funds are not Appropriated or available. Within 45 days of the adoption of the City's annual budget or other relevant City Council action, the City will provide ATI written notice of the failure to make an adequate Appropriation or the reduction of any Appropriation to an amount insufficient to permit the City to continue under this agreement.

b. Invoices and payment. ATI must submit to the City invoices for the City's payment obligations under this agreement. The City will pay any proper invoice within 30 days of the City's receipt of the invoice.

5. REPORTS AND RECORDS

a. By September 30th of each year this agreement is in effect, ATI will provide to the City an annual report (and other reports as reasonably requested by the City) reflecting ATI's Water RIOT activities, highlighting accomplishments that may be beneficial to the City in its management of water infrastructure challenges, conservation programs, or water resource planning.

b. ATI agrees that the representatives of the Office of the City of Austin Auditor, or other authorized representatives of the City, will have access to and the right to audit, examine, or reproduce, any and all records of ATI related to its performance under this agreement.

c. ATI will maintain all records and reports related to this agreement for a period of three years after the termination date, or until all evaluations, audits, and other reviews have been

completed and all questions or issues, including litigation, are resolved satisfactorily, whichever occurs later.

6. NOTICE

All notices under this agreement shall be deemed provided when either delivered in person or deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following address:

If to ATI:
IC2 Institute-ATI
Attn: Mitch Jacobson
2815 San Gabriel St.
Austin, TX 78705

If to the City:
Austin Water
Attn: Shannon Halley
625 E. 10th St
Austin, TX 78701

7. AUTHORITY

Each party warrants that it and the signer of this agreement has the authority to enter into this agreement and to bind the contracting party to the terms and conditions set forth. Further, the signer of this agreement certifies that the contracting party is authorized to perform/receive the services required by this agreement, that the contracting party has received all necessary approvals to execute this agreement, and the services further a governmental function.

8. LEGAL RESPONSIBILITIES

This agreement does not create any partnership, employee, fiduciary, insurance, or agency relationship between the parties or any of their agents or employees. No party to this agreement will be responsible for the acts of the other party or any other employee of the other party by virtue of this agreement, except as may be decreed against that party by a judgment of a court of competent jurisdiction. It is expressly understood and agreed that in the execution of this agreement, no party waives, nor will be deemed to waive, any immunity or defense otherwise available to it against any claims by third parties.

9. NO THIRD PARTY BENEFICIARY

Nothing in this agreement, express or implied, is intended to confer upon any person, other than the parties, any benefits, rights, or remedies under or by reason of this agreement. Nothing in this agreement may be construed as creating an obligation or duty of either party to any third party or any member of the public.

10. SEVERABILITY

Any portion of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective will not impair, invalidate, or nullify the remainder of this agreement, but the holding

will be confined to the clause, sentence, provision, paragraph, or article held to be invalid, illegal, or ineffective.

11. ENTIRE AGREEMENT

This is the complete and entire understanding between the parties with respect to the matters in this agreement and supersedes all prior negotiations, agreements, representations, and understandings, if any. This agreement may not be modified, discharged, or changed in any respect whatsoever except by agreement in writing duly executed by the parties. No official, representative, or employee of either party has authority to modify this agreement, except pursuant to such express authority as may be granted by the governing body of the party.

12. JURISDICTION AND VENUE

Texas law governs this agreement, without regard to its conflicts of laws principles. Venue for any dispute arising out this agreement is proper only in Travis County, Texas.

13. GRATUITIES

The City may immediately cancel this agreement without liability if it is determined by the City that gratuities were offered or given by ATI or any agent or representative of ATI to any officer or employee of the City of Austin with a view toward securing this agreement or securing favorable treatment with respect to this agreement.

14. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

No officer, employee, independent consultant, or elected official of the City of Austin who is involved in the development, evaluation, or decision-making process of the performance of any solicitation may have a financial interest, direct or indirect, in this agreement resulting from the solicitation. Any violation of this provision, with the knowledge, expressed or implied, of ATI renders this agreement voidable by the City.

15. MULTIPLE COUNTERPARTS

This agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original and all of which together constitute one and the same instrument.

The parties are signing this agreement on the date stated in the introductory clause.

The City of Austin,
Austin Water

By: 
Name: Greg Meszaros
Title: Director, Austin Water COA

The University of Texas at Austin,
on behalf of the IC2 Institute
and the Austin Technology Incubator

By: 
Name: Linda Shaunessy
Title: Business Contracts Administrator