

RESOLUTION NO. 38-2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL COOPERATIVE PURCHASING AGREEMENT WITH THE UNIVERSITY OF TEXAS AT AUSTIN, AN INSTITUTION FOR HIGHER EDUCATION AND AGENCY OF THE STATE OF TEXAS, TO ALLOW THE PURCHASE OF GOODS AND SERVICES.

WHEREAS, the Interlocal Cooperation Act, V.T.C.A., Texas Government Code, Chapter 791, provides authorization for any local government to contract with one or more local governments, including nonprofit corporations, to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City of Mesquite (the "City") has been presented with an opportunity to participate with the University of Texas at Austin, an institution for higher education and agency of the State of Texas, to allow the purchase of goods and services; and

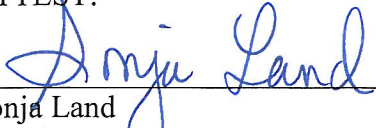
WHEREAS, the City Council is of the opinion that participation in an interlocal cooperative purchasing agreement with the University of Texas at Austin will be highly beneficial to the taxpayers of the City through the anticipated savings to be realized.

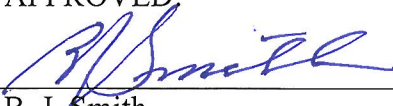
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. That the City Manager is hereby authorized to execute an Interlocal Cooperative Purchasing Agreement, attached hereto as Exhibit "A," between the City of Mesquite and the University of Texas at Austin.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 20th day of October, 2014.

  
\_\_\_\_\_  
John Monaco  
Mayor

ATTEST:  
  
\_\_\_\_\_  
Sonja Land  
City Secretary

APPROVED:  
  
\_\_\_\_\_  
B. J. Smith  
City Attorney

# **EXHIBIT “A”**

Interlocal Agreement with  
The University of Texas at Austin

## 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: Mesquite Public Library, a public library in the municipality of Mesquite, of the State of Texas  
300 W. Grubb Dr.  
Mesquite, TX 75149  
ATTN: Karen Hipp

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. Statement of Services to be Performed

Subject to Receiving Party's compliance with the Texas Higher Education Network ("THEnet") Use Policy (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 which 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. Basis for Calculating Reimbursable Costs

Service	# of Units (Mbps)	Charge per Mbps	Amount per Month	# of Months and Dates	Total For Contract
Commodity Internet	20	\$12.29	\$245.80	12 Months 9/1/2014 – 8/31/2015	\$2,949.60
Opt-E-Man Infrastructure Charge			\$78.21	12 Months 9/1/2014 – 8/31/2015	\$938.52
Main Campus Port Charge			\$49.52	12 Months 9/1/2014 – 8/31/2015	\$594.24
<b>Total Amt. of Contract</b>			<b>\$373.53</b>		<b>\$4,482.36</b>

#### **IV. Contract Amount**

The total amount of this Contract shall not exceed \$4,482.36 (Four Thousand Four Hundred Eighty-two Dollars and Thirty-six Cents).

#### **V. Payment for Services**

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the *Texas Prompt Payment Act, Chapter 2251, Texas Government Code*.

Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party.

#### **VI. Warranties**

Performing Party warrants that (1) it has authority to perform the services under authority granted in Section 65.31, *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract. Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 77, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

#### **VII. Term of Agreement**

This Agreement is effective as of the later of September 1, 2014 or date fully executed by both parties ("Effective Date") and shall terminate on August 31, 2015.

#### **VIII. Termination**

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract 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.

Performing party may terminate the Contract without cause upon thirty (30) days' advance written notice of termination to the Receiving Party.

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

Receiving Party  
Mesquite Public Library

By: 

Name: Ted Barron

Title: City Manager

Date: 10/23/2014

Performing Party  
The University of Texas at Austin

By: 

L. Wayne Wedemeyer

Director of OTS

Date: OCT 27, 2014

## **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.