

RESOLUTION NO. 45-2016

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

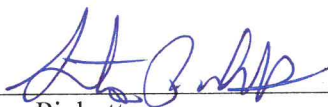
WHEREAS, the City of Mesquite (the "City") has been presented with an opportunity to participate with the University of Texas at Austin, an institution for higher education and agency of the State of Texas, to allow the purchase of goods and services; and

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.

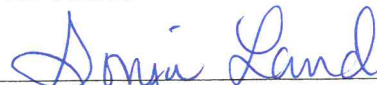
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

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 17th day of October, 2016.

  
\_\_\_\_\_  
Stan Pickett  
Mayor

ATTEST:

  
\_\_\_\_\_  
Sonja Land  
City Secretary

APPROVED:

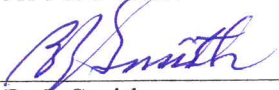
  
\_\_\_\_\_  
B.J. Smith  
City Attorney

Exhibit "A"

ITTAUS CN: 33151

APPROVED BY CITY COUNCIL

DATE 10/17/16

AGENDA ITEM NO. 10

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: Kelly Porterfield

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	\$10.27	\$205.40	12 Months 9/1/2016 – 8/31/2017	\$2,464.80
Opt-E-Man Infrastructure Charge			\$69.66	12 Months 9/1/2016 – 8/31/2017	\$835.92
Main Campus Port Charge			\$49.52	12 Months 9/1/2016 – 8/31/2017	\$594.24
<b>Total Amt. of Contract</b>			<b>\$324.58</b>		<b>\$3,894.96</b>

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

The total amount of this Contract shall not exceed \$3,894.96 (Three Thousand Nine Hundred Ninety-four Dollars and Ninety-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, 2016 or date fully executed by both parties ("Effective Date") and shall terminate on August 31, 2017.

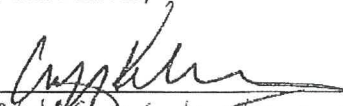
#### **VIII. Termination**

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.

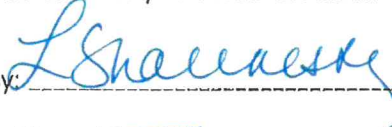
Performing party may terminate the Contract without cause upon thirty (30) days' advance written notice of termination to the Receiving Party.

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

**Receiving Party**  
Mesquite Public Library

By:   
Name: Cliff Kenetey  
Title: City Manager  
Date: 10-17-16

**Performing Party**  
The University of Texas at Austin

By:   
L. Wayne Wedemeyer  
Director of OTS  
Date: 12/15/2016

## **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.

- Funds: Funds coming in to U. T. Austin:
- Estimated revenue for the 10-year period is \$4,882,712
  - Flik’s Pre-Opening Expense Investment of \$85,540 to be used for expenditures related to commencing food services
- Funds going out to Flik:
- Management Fee - \$515,874 (estimated) over a period of 10 years
  - Advance of \$15,818 to Flik, which is equal to the estimated cost of two months of working capital needs for Flik
  - Estimated operating charges for a period of 10 years is \$4,275,994
- Period: Initial Term: March 1, 2016 through June 30, 2021  
Renewal Term: Five possible renewal periods, each not to exceed one year
- Description: Flik will sell food and beverage items through a fixed cafeteria-style location and a faculty colloquium area, and provide nonexclusive catering services for the Dell Medical School. The agreement allows for additional food service locations to be operated by Flik at the Dell Medical School. This contract was competitively bid.

29. Contract (funds going out) - U. T. Austin: Services Agreement with Convergent Technologies LLC for change of electronic locks

- Agency: Convergent Technologies LLC
- Funds: \$2,026,171 through the life of the agreement. \$1,155,205 for the initial survey and changing more than 5,000 security devices. The remainder of the contract amount will be used for parts and materials, paint and repair, and changes beyond the original scope of work.
- Source of Funds: Unexpended Plant Funds
- Period: November 17, 2015 through November 31, 2017



Description: Amazon will provide a co-branded Amazon-U. T. Austin subdomain within the “amazon.com” website through which members of the U. T. Austin community and the general public may purchase personal (non-University) items, with a share of revenues supporting U. T. Austin and the Division of Recreational Sports (RecSports). In support of the website, RecSports will provide a pick-up and return area with lockers within Gregory Gym for packages purchased through Amazon.

27. Contract (funds coming in) - U. T. Austin: Trademark License Agreement with Sports in Action, LLC, a Texas limited liability company, dba High Field Marketing, for use of certain University Interscholastic League trademarks and service marks

Agency: Sports in Action, LLC, dba High Field Marketing

Funds: High Field Marketing will pay U. T. Austin a royalty equal to 80% of cumulative adjusted gross revenue, with a guaranteed minimum royalty payment of \$500,000 each contract year. The total value of the agreement is not expected to exceed \$8,000,000.

Period: Initial Term: February 1, 2016 through August 31, 2018  
Renewal Terms: Two additional two-year terms

Description: U. T. Austin will license High Field Marketing the rights to use certain University Interscholastic League (UIL) trademarks and service marks in connection with the operation by High Field Marketing of a marketing rights program related to UIL.

28. Contract (funds coming in and going out) - U. T. Austin: Flik International Corp., a wholly-owned subsidiary of Compass Group USA, Inc., will provide food and beverage items for faculty, staff, students, and invitees at a fixed cafeteria-style location and a faculty colloquium area, both located in the Education and Administration Building at the Dell Medical School; and nonexclusive catering services for the Dell Medical School

Agency: Flik International Corp. (“Flik”)

Source of Funds: Auxiliary Funds

Contract (funds coming in and going out) - U. T. Austin: Flik International Corp, a wholly-owned subsidiary of Compass Group USA, Inc. ("Flik"), will manage café for Dell Medical School that will provide food and beverage items for faculty, staff, students, and invitees at a fixed cafeteria-style location in Dell Medical School's Health Transformation Building ("HTB"). The Amendment provides for another café which is in addition to the café Dell's Health Education Building which was the subject of the Flik Agreement approved by the Board of Regents at its February 2017 meeting. The University will receive money from food sales at the new café in the HTB.

**Agency:** Flik International Corp. ("Flik")

**Funds<sup>1</sup>:** The Contract Amount for the Amendment is \$12,806,463 consisting of:

- (a) Flik's Pre-Opening Expense Investment of \$92,582 to be used for expenditures related to commencing food services;
- (b) Management Fee to Flik \$603,00 (est.) over a period of nine years;
- (c) Advance of \$92,585 to Flik for working capital needs for Flik; and
- (d) estimated operating charges for food and labor for a period of nine years or \$12,018,296 to be offset by sales revenue to be recouped by DMS.

**Term:** Initial Term from March 1, 2017 to June 30, 2021. Five possible one-year renewal periods.

**Description:** Under the terms of the original Agreement, Flik which manage a café for Dell Medical School ("DMS") that sells food and beverage items through fixed cafeteria-style location and a faculty colloquium area in the education building, and provides non-exclusive catering services for the DMS. The Amendment for which approval is sought adds a new restaurant in the Dell Medical School's HTB. The approximate total value of this Amendment over the nine year period is \$12,806,463. Approval by the U. T. System Board of Regents is sought by U. T. Austin in compliance with Regents' *Rules and Regulations*, Rule 10501, Section 3.1 – Contracts Exceeding \$2.5 Million. This Amendment was procured by means of an exclusive acquisition justification form for proprietary and best value.

---

<sup>1</sup> All financial numbers are based on a nine-year pro forma supplied by Flik International Corp.