

**FIFTH AMENDMENT TO THE
INTERAGENCY CONTRACT
BETWEEN
THE TEXAS DEPARTMENT OF INFORMATION RESOURCES
AND
TEXAS EDUCATION AGENCY
RELATING TO THE CONSOLIDATION OF DATA CENTER SERVICES
PURSUANT TO THE MASTER SERVICES AGREEMENT BETWEEN THE
TEXAS DEPARTMENT OF INFORMATION RESOURCES
AND
THE MULTISOURCING SERVICES INTEGRATOR AND SERVICE
COMPONENT PROVIDERS
DIR CONTRACTS NOS. DIR-DCS-MSI-MSA-001, DIR-DCS-SCP-MSA-002, AND
DIR-DCS-SCP-MSA-003**

This Fifth Amendment (Fifth Amendment) is to the Interagency Contract (the Contract) between the Texas Department of Information Resources (DIR) and the Texas Education Agency (DIR Customer) (collectively, the "Parties") to the Consolidation of Data Center Services pursuant to the Master Services Agreement between Performing Agency and the Multisourcing Services Integrator and Service Component Providers.

RECITALS

WHEREAS, DIR and Service Providers entered into an agreement (Data Center Services Contracts) on or after December 28, 2011 with commencement of services scheduled to commence on May 1, 2012, as provided by First Amendment to the Data Centers Service Contracts;

WHEREAS, a First Amendment was necessary to reduce the estimated not to exceed amount for FY13;

WHEREAS, a Second Amendment was necessary to increase the estimated not to exceed amount for FY13;

WHEREAS, a Third Amendment was necessary to revise Section IV, Basis For Computing Reimbursable Costs And Payment For Service, regarding the billing dispute process and provide the estimated not-to-exceed charges for DIR Customer for the periods of September 1, 2013 through August 31, 2014 and September 1, 2014 through August 31, 2015.

WHEREAS, a Fourth Amendment was necessary to increase the estimated not to exceed amount for FY13;

WHEREAS, this Fifth Amendment is now necessary to increase the estimated not to exceed amount for FY14;


NOW, THEREFORE, in consideration of the promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Contract as follows:

1. Attached, Appendix 1 of this Fifth Amendment, Attachment A, Estimated Cost Amount, shall replace in its entirety and supersede all previous agreements related to Attachment A, Estimated Cost Amount, of the Interagency Contract.


Except as specifically amended herein, the Contract shall remain in full force and effect through its term.

IN WITNESS WHEREOF, the Parties have signed this Fifth Amendment to be effective of the date of the last party to sign.

RECEIVING AGENCY: TEXAS EDUCATION AGENCY

By: 
Printed Name: Shirley Beaulieu
Title: Chief Financial Officer
Date: 11-18-13

PERFORMING AGENCY: DEPARTMENT OF INFORMATION RESOURCES

By: 
Printed Name: Karen Robinson
Title: Executive Director
Date: 11/26/13

**Appendix 1 to Fifth Amendment of
Interagency Contract**

Attachment A
Estimated Cost Amount

Below are the estimated not to exceed costs for Services received from the Service Providers. Costs such as incremental network expenses, which are billed directly to or paid by the DIR Customer, are not included in these amounts.

For the period May 1, 2012 through August 31, 2012, the not to exceed amount is \$2,655,064.28.

For the period September 1, 2012 through August 31, 2013, the not to exceed amount is \$9,373,420.

For the period September 1, 2013 through August 31, 2014, the estimated not to exceed amount is \$13,344,179.00

For the period September 1, 2014 through August 31, 2015, the estimated not to exceed amount is \$11,487,156.