TEXAS TRANSPORTATION INSTITUTE

RECEIVED
LEGAL DEPARTMENT
JUN 0 9 2000
CITY OF
COLLEGE STATION

OFFICE OF THE DIRECTOR

Area Code 409
Telephone 845-1713
FAX: 409 • 845 • 9356

June 8, 2000

Ms. Kristi DeCluitt
Assistant City Attorney
City of College Station
P. O. Box 9960
College Station, TX 77842

Dear Ms. DeCluitt:

In response to Chief Feldman's letter dated May 16, 2000, the Texas Transportation Institute offers the following comments:

1. Reimbursement of Sergeant Lewis' salary and other ALERT project related expenses will be discontinued as covered in the Mutual Agreement of Termination as provided by the Texas A&M Research Foundation.

2. In accordance with the terms of the sub-agreement, title to the ALERT equipment installed in the initial vehicle delivered under the subcontract will be transferred to the City of College Station. TTI grants to the City of College Station a non-exclusive, non-transferable, royalty free right to use all intellectual property associated with the ALERT equipment transferred to the City and existing as of the date of execution of the Mutual Agreement of Termination. This does not include the right to sublicense or transfer the intellectual property to any third party.

3. The City of College Station will assume full responsibility for the maintenance and upkeep of the ALERT equipment provided. The necessity for, and the extent of such maintenance and upkeep is to be determined at the sole discretion of the City of College Station.

4. TTI acknowledges that the City of College Station may remove the ALERT equipment from the vehicle at any time. However, as the equipment will be transferred to the City, it is expected that the disposal of such equipment will be in accordance with City of College Station procedures. It is unnecessary to return the equipment to TTI.

5. Consistent with the Constitution and laws of the State of Texas, the city of College Station will hold TTI harmless from any liability, claims, damages, inconveniences, or other failure of the presently installed ALERT equipment. The City of College Station shall be responsible for all liability arising out of the use of the ALERT vehicles (and associated ALERT equipment) for accidents, occurrences, claims, or damages.

6 Upon notification that the Mutual Agreement of Termination as provided by the Texas A&M Research Foundation has been executed by the City of College Station and accepted by the City Council, TTI will provide to the City the sum of Sixty Thousand Dollars ($60,000.00) for the purpose of the development of a field reporting system. TTI acknowledges that the Sixty Thousand Dollars will be used either alone or with other funding from any source for this purpose.

The Texas Transportation Institute appreciates the opportunity that it has had to work with Sergeant Greg Lewis and others within the College Station Police Department in the development of vehicle technologies. We hope that other opportunities will present themselves in the future to allow a continuing relationship. Please let me know if you have any questions or need additional information.

Sincerely,

Don Bugh
Executive Associate Director

cc: Edgar Feldman
Greg Lewis
Herbert Richardson
Dennis Christiansen
George Wright
Joan Tatge
Glen Goodin

TEXAS A&M RESEARCH FOUNDATION

409-845-8600 409-845-7143 FAX
http://rf-web.tamu.edu

RECEIVED
LEGAL DEPARTMENT
JUN 12 2000
CITY OF
COLLEGE STATION

June 12, 2000

Ms. Kristi DeCluitt
Assistant City Attorney
City of College Station
P.O. Box 9960
College Station, Texas 77842

Re: Mutual Agreement of Termination
Subagreement No. S900058

Dear Ms. DeCluitt:

Based upon subsequent discussions and correspondence, we have revised the Mutual Agreement of Termination we previously sent to the City of College Station.

We believe we have addressed all of the issues raised. Please review the proposed agreement and let us know if you have any questions of comments. I can be reached at 845-8626 (voice); or 845-7143 (fax).

Sincerely,

Glen E. Goodin

Glen E. Goodin
Vice President

Enclosures

BOX 3578 UNIVERSITY DRIVE AND WELLBORN ROAD COLLEGE STATION, TEXAS 77843