



College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final

City Council Regular

Thursday, June 23, 2016

7:00 PM

City Hall Council Chambers

1. Pledge of Allegiance, Invocation, Consider absence request.

Hear Visitors: A citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 5:30 pm. Please limit remarks to three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining to conclude your remarks. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager. Comments should not personally attack other speakers, Council or staff.

Consent Agenda

At the discretion of the Mayor, individuals may be allowed to speak on a Consent Agenda Item. Individuals who wish to address the City Council on a consent agenda item not posted as a public hearing shall register with the City Secretary prior to the Mayor's reading of the agenda item. Registration forms are available in the lobby and at the desk of the City Secretary.

2. Presentation, possible action and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.

- 2a. [16-0372](#) Presentation, possible action, and discussion of minutes for:
 - July 9, 2016 Workshop
 - July 9, 2016 Regular Meeting

Sponsors: Mashburn

Attachments: [WKSHP060916 DRAFT Minutes](#)
[RM060916 DRAFT Minutes](#)

- 2b. [16-0371](#) Presentation, possible action, and discussion on an interlocal government agreement with Brazos County for the conduct and management of the City of College Station General Election that will be held on Tuesday, November 8, 2016. (Presentación, posible acción y discusión acerca de un acuerdo de gobierno interlocal con el Condado de Brazos para celebrar y administrar las Elecciones Generales de la Ciudad de College Station a celebrarse el día martes 8 de noviembre de 2016.).

Sponsors: Mashburn

Attachments: [Joint Election Agr 2016](#)
[ILA-Spanish 20160614104620](#)

- 2c. [16-0337](#) Presentation, possible action, and discussion on the Easterwood Airport budget and presentation, possible action and discussion on a \$141,300 funding agreement with Easterwood Airport for FY16.

Sponsors: Kersten

Attachments: [Easterwood Airport Budget FY16](#)
[Funding Agreement FY16 Easterwood Airport](#)

- 2d. [16-0356](#) Presentation, possible action, and discussion regarding the approval of a standard form of construction agreement contract #16300439 between the City of College Station and Gomez Floor Covering, Inc. for a total award amount of \$60,823.81 for the installation of new flooring at the Utility Customer Service building and Fire Station #5.

Sponsors: Harmon

- 2e. [16-0357](#) Presentation, possible action, and discussion regarding the purchase of vehicle detection equipment from Iteris Inc. This equipment will replace old outdated video processors. The total cost of this purchase is \$156,630.

Sponsors: Harmon

Attachments: [Iteris Sole Source Texas-05162016 CS.pdf](#)
[Quote Iteris Video Eq \(5-16-16\).pdf](#)

- 2f. [16-0367](#) Presentation, possible action, and discussion regarding a Letter Agreement between the City of College Station and Ingram, Wallis & Co., P.C. for the purposes of Professional Auditing Services in the amount of \$102,000 for the year ending September 30, 2016, and \$105,000 for the year ending September 30, 2017.

Sponsors: Leonard

Attachments: [Audit Engagement Letter](#)

- 2g. [16-0369](#) Presentation, possible action, and discussion regarding increasing a blanket order with BH Media Group Holdings, Inc. (The Eagle) in the amount of \$30,000, for a new total not-to-exceed expenditure of \$78,000 for FY 2016.

Sponsors: Leonard

- 2h. [16-0341](#) Presentation, possible action, and discussion on a \$706,186.31, five (5) year agreement with TASER International for the purchase and support of TASER products and services including body

cameras, in-car video cameras, and data storage.

Sponsors: Couch

Attachments: [College Station MSPA 6-9-16 Taser Exec](#)

Regular Agenda

At the discretion of the Mayor, individuals may be allowed to speak on a Regular Agenda Item. Individuals who wish to address the City Council on a regular agenda item not posted as a public hearing shall register with the City Secretary prior to the Mayor's reading of the agenda item. Registration forms are available in the lobby and at the desk of the City Secretary.

Individuals who wish to address the City Council on an item posted as a public hearing shall register with the City Secretary prior to the Mayor's announcement to open the public hearing. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer alarm will sound at 2 1/2 minutes to signal thirty seconds remaining to conclude remarks. After a public hearing is closed, there shall be no additional public comments. If Council needs additional information from the general public, some limited comments may be allowed at the discretion of the Mayor.

If an individual does not wish to address the City Council, but still wishes to be recorded in the official minutes as being in support or opposition to an agenda item, the individual may complete the registration form provided in the lobby by providing the name, address, and comments about a city related subject. These comments will be referred to the City Council and City Manager.

1. [16-0308](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from MF Multi-Family to T Townhome for approximately 14.613 acres being German Acres, Lots 4 thru 10, more generally located south of Cain Road between Holleman Drive South and Old Wellborn Road, generally located at 3120 Holleman Drive South.

Sponsors: Paz

Attachments: [Background Information](#)
[Aerial and Small Area Map](#)
[Ordinance](#)

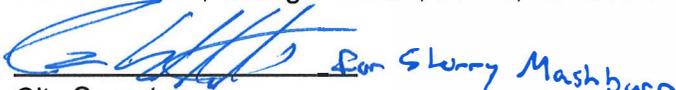
Adjourn.

The City Council may adjourn into Executive Session to consider any item listed on this agenda if a matter is raised that is appropriate for Executive Session discussion. An announcement will be made of the basis for the Executive Session discussion.

APPROVED


For City Manager

I certify that the above Notice of Meeting was posted at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on June 17, 2016 at 5:00 p.m.


City Secretary

This building is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need accommodations, auxiliary aids, or services such as interpreters, readers, or large print are asked to contact the City Secretary's Office at (979) 764-3541, TDD at 1-800-735-2989, or email adaassistance@cstx.gov at least two business days prior to the meeting so that appropriate arrangements can be made. If the City does not receive notification at least two business days prior to the meeting, the City will make a reasonable attempt to provide the necessary accommodations.

Penal Code § 30.07. Trespass by License Holder with an Openly Carried Handgun.

"Pursuant to Section 30.07, Penal Code (Trespass by License Holder with an Openly Carried Handgun) A Person Licensed under Subchapter H, Chapter 411, Government Code (Handgun Licensing Law), may not enter this Property with a Handgun that is Carried Openly."

Codigo Penal § 30.07. Traspasar Portando Armas de Mano al Aire Libre con Licencia.

"Conforme a la Seccion 30.07 del codigo penal (traspasar portando armas de mano al aire libre con licencia), personas con licencia bajo del Sub-Capitulo H, Capitulo 411, Codigo de Gobierno (Ley de licencias de arma de mano), no deben entrar a esta propiedad portando arma de mano al aire libre."



Legislation Details (With Text)

File #: 16-0372 **Version:** 1 **Name:** Minutes
Type: Minutes **Status:** Consent Agenda
File created: 6/10/2016 **In control:** City Council Regular
On agenda: 6/23/2016 **Final action:**
Title: Presentation, possible action, and discussion of minutes for:
· July 9, 2016 Workshop
· July 9, 2016 Regular Meeting
Sponsors: Sherry Mashburn
Indexes:
Code sections:
Attachments: [WKSHP060916 DRAFT Minutes](#)
[RM060916 DRAFT Minutes](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of minutes for:

- July 9, 2016 Workshop
- July 9, 2016 Regular Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:

- July 9, 2016 Workshop
- July 9, 2016 Regular Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
JUNE 9, 2016

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Steve Aldrich
Karl Mooney, arrived after roll call
John Nichols
Julie Schultz
James Benham, arrived after roll call

TAMU Student Liaison

Wayne Beckermann, VP/Municipal Affairs,
absent

City Staff:

Kelly Templin, City Manager
Chuck Gilman, Deputy City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Berry at 3:34 p.m. on Thursday, June 9, 2016 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Presentation, possible action, and discussion regarding pavement standards.

Donald Harmon, Director of Public Works, reported that the objective of this process was to reduce street maintenance costs and implement an asset management program. They met with the Council Transportation & Mobility Committee, P&Z, Brazos Valley Homebuilders Association, and the Texas Asphalt Paving Association, among others. In College Station, there are typically two pavement types: flexible pavement (hot mix asphalt concrete) and rigid pavement (Portland Cement concrete). Existing street inventory is almost 80% hot mix. Pavement failures are either structural due to heavy trucks and construction traffic or due to material failure due to water infiltration into the base/subgrade, which impacts the capability to withstand/transfer loads. Current pavement standards are determined by an ESAL – equivalent single axle load. Our

ESAL's are not equivalent. Our maximum allowable design ESAL's show that rigid pavement is over 3.5 times as many for residential and over 9.5 times as many for a minor collector. Design periods show that rigid pavement is approximately three times the life of flexible pavement. A maintenance schedule based on a 30-year life cycle was discussed. He noted that initial construction cost for rigid pavement were higher than flexible pavement, but maintenance costs for rigid pavement were lower than flexible pavement. He concluded that life cycle costs for rigid pavement were lower than flexible pavement. Mr. Harmon presented three options: 1) Require existing rigid pavement minimum standards for residential and collector streets; 2) Require existing rigid pavement minimums for collector streets only and increase minimum pavement standard for residential flexible pavement to reflect a 30-year design life; or 3) Require existing rigid pavement minimums for collector streets only and increase minimum pavement standard for residential flexible pavement to reflect a 20-year design life.

Council consensus was to do concrete on collector streets and for staff to work with the Homebuilders Association on the costs related to residential streets.

3. Presentation, possible action, and discussion regarding the capital projects required over the next 10 years for wastewater system capacity.

David Coleman, Director of Water Services, reported that we are nearing capacity in both our large trunk collection lines and our treatment plants at the same time. This has created a very large capital project requirement over the next ten years and will require a much larger than normal annual capital investment. Impact fees were proposed in 2011, but not adopted, resulting in a loss of \$7 million. Planning level cost estimates are \$120-\$143 million over the next ten years for capital projects for capacity. Wastewater CIP projects are essential for continued growth. He stated that the first goal is to reduce or defer the capital costs; the second goal is to find alternative/additional funding source.

4. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, the College Station City Council convened into Executive Session at 5:04 p.m. on Thursday, June 9, 2016 in order to continue discussing matters pertaining to:

- A. Consultation with Attorney to seek advice regarding pending or contemplated litigation; to wit:
 - Juliao v. City of College Station, Cause No. 14-002168-CV-272, in the 272nd District Court of Brazos County, Texas
- B. Consultation with Attorney to seek legal advice; to wit:
 - Legal issues related to the use of park property for detention purposes

The Executive Session adjourned at 5:53 p.m.

5. Take action, if any, on Executive Session.

There was no action required from Executive Session.

6. Presentation, possible action, and discussion, and a joint meeting of the Planning and Zoning Commission and the City Council regarding the 2016 Planning and Zoning Commission Plan of Work.

Jane Kee, Chair, Planning and Zoning Commission, presented the Plan of Work for 2016. She noted that the Planning and Zoning Commission met for a retreat scheduled, in part, to develop its 2016 Plan of Work. The Plan is divided into four sections: Comprehensive Plan items (such as review/implementation of adopted plans, impact fees, etc.), neighborhood integrity (such as traffic calming, student housing, etc.), UDO regulatory items (such as the Wellborn zoning districts, sign ordinance, off-street parking requirements, etc.), and on-going items (pre-application conference survey, pre-application conference quarterly reports, and economic development updates).

7. Presentation, possible action, and discussion on items listed on the consent agenda.

Items 2b, 2k, 2l, and 2w were pulled for clarification.

(2b): Billy Couch, Assistant Chief of Police, explained the serious issue of public urination and defecation, particularly in the Northgate area. There is no law in Texas that addresses public urination and this will aid in addressing public health and safety.

(2h): Alison Pond, Director of Human Resources, explained the need for the employee clinic to help in balancing benefit costs. Sam Fulton said there will be a dedicated physician available to the physician's assistant. The clinic will be for employees and dependents.

(2k) & (2l): Alan Gibbs, City Engineer, clarified the public hearings are to meet state law and are scheduled for July 14. A broader update is scheduled for July 28 as well.

(2w): Representatives of the Health Department explained that the State has updated the rules, and this is a matter of cleaning up the ordinance.

8. Council Calendar

Council reviewed the calendar.

9. Presentation, possible action, and discussion on future agenda items: a Councilmember may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

Councilmember Benham requested a presentation on re-forming a multi-jurisdictional drug task force.

Councilmember Brick asked for a workshop on creating a standing committee that would focus on capital improvement projects.

10. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Annexation Task Force, Arts Council of Brazos Valley, Arts Council Sub-committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Blinn College Brazos Valley Advisory Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Compensation and Benefits Committee, Convention & Visitors Bureau, Design Review Board, Economic Development Committee, Gigabit Broadband Initiative, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Twin City Endowment, YMCA, Youth Advisory Council, Zoning Board of Adjustments,

Mayor Berry reported on the MPO and the COG.

Councilmember Aldrich reported on the IGC, the Arts Council, the BioCorridor Board of Adjustments, and the Chamber of Commerce..

Councilmember Brick reported on the Transportation Committee.

Councilmember Nichols reported on the Board of Health and the CVB.

11. Adjournment

There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 6:58 p.m. on Thursday, June 9, 2016.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
JUNE 9, 2016

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Steve Aldrich
Karl Mooney
John Nichols
Julie Schultz
James Benham

TAMU Student Liaison

Wayne Beckermann, VP/Municipal Affairs

City Staff:

Kelly Templin, City Manager
Carla Robinson, City Attorney
Chuck Gilman, Deputy City Manager
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary

TAMU Student Liaison

Wayne Beckermann, VP/Municipal Affairs

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Berry at 7:08 p.m. on Thursday, June 9, 2016 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

1. Pledge of Allegiance, Invocation, consider absence request.

Hear Visitors Comments

Frank Duchmasclo, 1004 Woodhaven, provided the Council with pictures of a Senior Center in Caldwell. He wanted to show what Caldwell is doing for their senior citizens. The College Station center is about 3,000 square feet, and the center in Caldwell is 7,000 square feet.

Ben Roper, 5449 Prairie Dawn Ct., came before Council to honor the service and sacrifice of Pfc. Ervin Dervishi.

CONSENT AGENDA

2a. Presentation, possible action, and discussion of minutes for:

- May 16, 2016 Workshop
- May 16, 2016 Regular Meeting

2b. Presentation, possible action, and discussion on Ordinance 2016-3775, amending Chapter 7, "Health and Sanitation", Section 7-2 "Unlawful conduct related to Health and Safety" of the Code of Ordinances of the City of College Station, Texas, by adding Section (A) (11) "Public Urination and Defecation", as set out below; providing a severability clause; declaring a penalty; and providing an effective date.

2c. Presentation, possible action, and discussion on approval of Resolution 06-09-16-2c, approving the grant application for Hotspot Technology to the Office of the Governor.

2d. Presentation, possible action, and discussion regarding approval of a Professional Services Contract (Contract No. 16300228) with Jones & Carter, Inc. in the amount of \$177,000 for the design, bidding, and construction phase services for the State Highway 6 Water Line Project Phases I and II and approval of Resolution 06-09-16-2d, declaring intention to reimburse certain expenditures with proceeds from debt.

2e. Presentation, possible action, and discussion on a Professional Services Contract (Contract No. 16300403) with Brown Reynolds Watford Architects in the amount of \$52,120 for the professional services related to the design of the Traffic Operations Renovation (part of the ITS Master Plan Implementation project).

2f. Presentation, possible action, and discussion regarding the purchase of 10 traffic signal cabinets from Paradigm Traffic Systems Inc. for \$90,980. These cabinets will replace TS-1 cabinets in the system in order to provide functionalities with the new Intelligent Transportation System.

2g. Presentation, possible action, and discussion on Semi-Annual Report for Impact Fees 92-01, 97-01, 97-02B, 99-01, and 03-02.

2h. Presentation, possible action, and discussion to approve a contract between the City of College Station and CHI St. Joseph Health for the annual amount not to exceed \$465,688.60 to provide Employee Health Clinic services and operations management.

2i. Presentation, possible action, and discussion concerning the passage and approval of Ordinance 2016-3776 of the City of College Station, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division, regarding the Company's 2016 rate review mechanism filings and approving a settlement agreement with attached rate tariffs and proof of revenues.

2j. Presentation, possible action, and discussion on Resolution 06-09-16-2j, authorizing the City Manager or his designees as authorized officials to execute documents necessary for the

submission of the SWAT Night Vision Equipment Grant application, for Criminal Justice Division funds from the Office of the Governor.

2k. Presentation, possible action, and discussion regarding approving Resolution 06-09-16-2k, setting a public hearing to consider land use assumptions and capital improvement plan for roadway impact fees.

2l. Presentation, possible action, and discussion regarding approving Resolution 06-09-16-2l, setting a public hearing date to consider land use assumptions and capital improvement plan for water and wastewater impact fees.

2m. Presentation, possible action, and discussion on an Interlocal Agreement (ILA) with Brazos County and the City of Bryan to apply and accept a U.S. Department of Justice, 2016 Justice Assistance Grant (JAG).

2n. Presentation, possible action, and discussion regarding the renewal of the annual city wide land surveying services and civil engineering services contracts between the City of College Station and Joe Orr, Inc. and Binkley & Barfield, Inc. for a total amount of \$100,000.

2o. Presentation, possible action, and discussion on a five (5) year lease agreement with Texas Commercial Waste for refuse containers with an annual estimated cost of \$198,456.

2p. Presentation, possible action, and discussion on approving a Signal Interconnect Agreement between Union Pacific Railroad and the City of College Station which will allow College Station to construct, maintain and operate a new signal facility at Greens Prairie Trail's At-Grade Road Crossing Intersection.

2q. Presentation, possible action, and discussion regarding the award of RFQ 16-041 to GDS Associates, Inc. in the amount of \$80,000 for Electric NERC compliance consulting services.

2r. Presentation, possible action, and discussion on a bid award for annual price agreements for various electrical items to be stored in inventory as follows: KBS Electric Distributors: \$97,493, Stuart C. Irby: \$31,802; Graybar Electric: \$55,135.30; Techline, Inc.: \$244,126.75; Schweitzer Engineering Laboratories Inc.: \$36,900. Total estimated annual expenditure is \$465,457.05.

2s. Presentation, possible action, and discussion on a bid award for the purchase of three (3) 145kV potential transformers and three (3) Outdoor Breakers, which will be maintained in electrical inventory and expended as needed. The total recommended award is \$94,422 and will be awarded by line item to the lowest responsible bidders.

2t. Presentation, possible action, and discussion on a bid award for the annual price agreement for electric meters and sockets, to be stored in inventory, as follows: Priester-Mell & Nicholson: \$160,891.14; KBS Electrical Distributors: \$12,465; Anixter: \$117,000. Total estimated annual expenditure is \$290,356.14.

2u. Presentation, possible action, and discussion on Resolution 06-09-16-2u, amending the authorized representatives on the local government pool account, TexPool.

2v. Presentation, possible action, and discussion on Resolution 06-09-16-2v, amending the authorized representatives on the local government pool account, Texas Short Term Asset Reserve (“TexSTAR”).

2w. Presentation, possible action, and discussion on Ordinance 2016-3777, amending Chapter 7 “Health and Sanitation” of the Code of Ordinances, Section 7.5 “Food Establishments”, and repealing Section 7.8 “Food Establishment Sanitation”.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Schultz, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Agenda. The motion carried unanimously.

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion approving Ordinance 2016-3778, vacating and abandoning a 3882.61 square foot, 20-foot wide public utility easement, which is located on the common property line of Lots 27 & 28 of Block 7 of the Williams Creek Subdivision Phase 6 according to the plat recorded in Volume 11426, Page 67 of the Official Records of Brazos County, Texas.

Carol Cotter, Planning and Development, reported that this public utility easement abandonment accommodates future development of the tract. There are no public or private utilities in the subject portion of the easement to be abandoned.

Staff recommends approval

At approximately 7:17 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:17 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Mooney, the City Council seven (7) for and none (0) opposed, to adopt Ordinance 2016-3778, vacating and abandoning a 3882.61 square foot, 20-foot wide public utility easement, which is located on the common property line of Lots 27 & 28 of Block 7 of the Williams Creek Subdivision Phase 6 according to the plat recorded in Volume 11426, Page 67 of the Official Records of Brazos County, Texas. The motion carried unanimously.

2. Public Hearing, presentation, possible action, and discussion regarding Resolution 06-09-16-02, granting conditional consent to form up to five municipal utility districts in the City’s Extraterritorial Jurisdiction, generally located along Peach Creek between FM 2154 and State Highway 6 South.

Lance Simms, Director of Planning and Development Services, reported that the City recently received a petition to form up to five municipal utility districts (MUDs) in the City's ETJ. Since the proposed MUDs are located within the City's ETJ, the City's consent is needed for the applicant to pursue approval of the MUDs through the Texas Commission on Environmental Quality. The proposed MUDs will develop, operate, maintain, and issue bonds for financing the construction of needed infrastructure (water, sewer, drainage, and streets) for the districts and levy and assess a tax on property within the districts to pay operational and maintenance expenses associated with the planned infrastructure. P&Z voted unanimously to recommend approval, and staff recommends approval as well.

At approximately 7:58 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:58 p.m.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Aldrich, the City Council seven (7) for and none (0) opposed, to adopt Resolution 06-09-16-02, granting conditional consent to form up to five municipal utility districts in the City's Extraterritorial Jurisdiction, generally located along Peach Creek between FM 2154 and State Highway 6 South. The motion carried unanimously.

3. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2016-3779, amending the Comprehensive Plan - Future Land Use & Character Map from Restricted Suburban to General Commercial and Suburban Commercial for approximately nine acres located at 15797 FM 2154, more generally located north of the Crossroad Woods Subdivision near intersection of Wellborn Road (FM 2154) and Greens Prairie Trail.

Jessica Bullock, Planning and Development, reported that the applicant is requesting the proposed future land use amendment from Restricted Suburban to General Commercial and Suburban Commercial. The site is currently developed as Crossroads Self Storage, which began to develop prior to annexation. In order to continue expansion, a land use amendment and rezoning are required. The applicant requests both General Commercial and Suburban Commercial to allow for the existing use and to be sensitive to adjacent residential properties.

At approximately 8:04 p.m., Mayor Berry opened the Public Hearing.

Crissy Hartl, Mitchell & Morgan, addressed this item and item 4 and provided information on future land uses and zoning changes.

There being no further comments, the Public Hearing was closed at 8:11 p.m.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Benham, the City Council seven (7) for and none (0) opposed, to adopt Ordinance 2016-3779, amending the Comprehensive Plan - Future Land Use & Character Map from Restricted Suburban to General Commercial and Suburban Commercial for approximately nine acres located at 15797 FM 2154, more generally located north of the Crossroad Woods Subdivision near intersection of Wellborn Road (FM 2154) and Greens Prairie Trail. The motion carried unanimously.

4. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2016-3780, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to PDD Planned Development District for approximately nine acres being situated in the Samuel Davidson League, Abstract NO. 13, Brazos County, Texas. Said tract being the remainder of a called 5 acre tract of land as described by a deed to Rose E. Logan recorded in Volume 314, Page 708 of the Deed Records of Brazos County, Texas, and being situated in the Samuel Davidson League, Abstract NO. 13, College Station, Brazos County, Texas. Said tract being all of a called 3.78 acre tract of land as described by a deed to South Wellborn, LTD recorded in Volume 7043, Page 90 of the Official Public Records of Brazos County, Texas, generally located at 15797 FM2154, north of the Crossroad Woods Subdivision near intersection of Wellborn Road (FM 2154) and Greens Prairie Trail.

Jessica Bullock, Planning and Development, reported that the applicant is requesting a Planned Development District zoning on approximately nine acres for a nonconforming use that began construction prior to annexation. The site is currently developed as Crossroads Self-Storage. The PDD will use General Commercial and Suburban Commercial as base zoning districts. The associated concept plan shows existing buildings and areas for further expansion. General Commercial will be used on the northern portion of the site and Suburban Commercial will be used on the southern portion in order to be sensitive to adjacent single-family uses.

At approximately 8:14 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:14 p.m.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Benham, the City Council seven (7) for and none (0) opposed, to adopt Ordinance 2016-3780, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to PDD Planned Development District for approximately nine acres being situated in the Samuel Davidson League, Abstract NO. 13, Brazos County, Texas. Said tract being the remainder of a called 5 acre tract of land as described by a deed to Rose E. Logan recorded in Volume 314, Page 708 of the Deed Records of Brazos County, Texas, and being situated in the Samuel Davidson League, Abstract NO. 13, College Station, Brazos County, Texas. Said tract being all of a called 3.78 acre tract of land as described by a deed to South Wellborn, LTD recorded in Volume 7043, Page 90 of the Official Public Records of Brazos County, Texas, generally located at 15797 FM2154, north of the Crossroad Woods Subdivision near intersection of Wellborn Road (FM 2154) and Greens Prairie Trail. The motion carried unanimously.

5. Adjournment.

There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 8:14 p.m. on Thursday, June 9, 2016.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary



Legislation Details (With Text)

File #: 16-0371 **Version:** 1 **Name:** Election ILA
Type: Contract **Status:** Consent Agenda
File created: 6/8/2016 **In control:** City Council Regular
On agenda: 6/23/2016 **Final action:**

Title: Presentation, possible action, and discussion on an interlocal government agreement with Brazos County for the conduct and management of the City of College Station General Election that will be held on Tuesday, November 8, 2016. (*Presentación, posible acción y discusión acerca de un acuerdo de gobierno interlocal con el Condado de Brazos para celebrar y administrar las Elecciones Generales de la Ciudad de College Station a celebrarse el día martes 8 de noviembre de 2016.*).

Sponsors: Sherry Mashburn

Indexes:

Code sections:

Attachments: [Joint Election Agr 2016](#)
[ILA-Spanish_20160614104620](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on an interlocal government agreement with Brazos County for the conduct and management of the City of College Station General Election that will be held on Tuesday, November 8, 2016. (*Presentación, posible acción y discusión acerca de un acuerdo de gobierno interlocal con el Condado de Brazos para celebrar y administrar las Elecciones Generales de la Ciudad de College Station a celebrarse el día martes 8 de noviembre de 2016.*).

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Staff recommends approval.

Summary: A General Election will be held on November 8, 2016 for the purpose of electing a Mayor and City Councilmember, Place 2. (*Se celebrarán Elecciones Generales el 8 de noviembre de 2016 con el propósito de elegir a alcade y miembro del Consejo de la Ciudad, Puesto número 2.*)

Budget & Financial Summary: The Brazos County Clerk provided a conservative estimate of \$110,000 for this year’s election. The cost will be split among the entities on the ballot. This does not include the cost to publish the Notice of Election. The Notice must be published in English and Spanish and must appear in The Eagle and La Voz. (*El Oficial del Condado de Brazos realizó un cálculo conservador de \$110,000 para las elecciones de este año. El costo se dividirá entre las entidades indicadas en la boleta de votación. Este cálculo no incluye el costo de publicar la Notificación de las Elecciones. La Notificación deberá ser publicada en inglés y en español y deberá aparecer en los periódicos The Eagle y La Voz.*)

Attachments:

Interlocal Agreement with Brazos County (*Acuerdo Interlocal con el Condado de Brazos*)

INTERLOCAL GOVERNMENT AGREEMENT
Joint Election

This agreement is made this ____ day of _____, 2016, by and between Brazos County (“the County”) and the City of College Station (“the City”).

WHEREAS, Brazos County will conduct a general election on Tuesday, November 8, 2016; and

WHEREAS, the City of College Station will call for a general municipal election to be held within the city limits of College Station, Texas, on November 8, 2016; and

WHEREAS, Brazos County and the City of College Station will hold elections on the same day; and

WHEREAS, the parties to this agreement desire that a joint election be held that is cost effective and convenient for the voters of the entities;

NOW, THEREFORE, IT IS AGREED that a joint election will be held by the County and the City under the following terms and conditions, and the parties hereto agree with said conditions:

1. That there shall be one ballot that contains all appropriate races and propositions available for qualified voters of the two entities.
2. That there shall be one set of voting equipment to be used at the common polling places.
3. That election forms be used and records be maintained in a manner convenient and adequate to record and report the results of the election for the County and the City.
4. That the joint tabulation of the precinct results shall be in a manner to facilitate the independent canvass of returns by the two entities.
5. That each entity shall be responsible for the preparation, publication and Spanish translations of its own Notice of Election and Order of Election.
6. That the implementation, conduct and management of said election shall be by the Brazos County Clerk. The Brazos County Clerk is hereby designated as the Chief Election Official and Early Voting Clerk for the two entities for the elections to be held on November 8, 2016. The implementation, conduct and management of the election shall include, but not be limited to:
 - A. The securing of qualified individuals to serve as election judges for each polling place.
 - B. The securing of locations and facilities where the election is to be conducted.

- C. The securing of the election materials and supplies requisite to the proper administration of the election, and the programming and preparation of DRE voting equipment to be used in the election.
 - D. The securing of a contract with an independent, qualified contractor for election services and supplies.
 - E. The Brazos County Clerk will be responsible for the conduct of joint early voting by personal appearance and by mail, with the City Secretary serving as Joint Early Voting Clerk.
7. The amount to be paid by the City to the County for services rendered by the County in the November 8, 2016, election is:
- A. Brazos County will first fund all costs in full, other than the publication of each entity's Notice of Election.
 - B. The City of College Station will reimburse the County for certain costs as follows:
 - 1. One-fifth (1/5) the cost for payment of the early voting election workers.
 - 2. One-fifth (1/5) the cost paid to an independent, qualified contractor for election services and supplies.
 - 3. Each entity shall fund one-fifth (1/5) the expenses of the election day polling places at vote centers as approved by the Secretary of State's Office.
 - 4. One-fifth (1/5) of the cost of publication for all jointly required notices.
 - 5. The cost of rental of two (2) DRE voting equipment used in the precinct in which the City has items appearing on the ballot for that precinct.
 - 6. One-fifth (1/5) the cost of the Early Ballot Board, Central Counting Station, the tabulation supervisor and data processing manager.
 - 7. Administrative fee of 10% for the City's portion of expenses as allowed in the Texas Election Code.
8. Should any of the five governmental entities that hold elections on the uniform election date (Brazos County, City of Bryan, City of College Station, Bryan ISD, College Station ISD) cancel all or part of their elections, then the distribution of expenses above shall be prorated accordingly.
9. The financial obligations of the parties under this agreement are payable from current revenues of the respective parties.
10. That the undersigned are the duly authorized representatives of the parties' governing bodies, and their signatures represent adoption and acceptance of the terms and conditions of this agreement.

APPROVED AND AGREED this _____ day of _____, 2016.

BRAZOS COUNTY

Karen McQueen, County Clerk

CITY OF COLLEGE STATION

Nancy Berry, Mayor

Carla Robinson, City Attorney

Attest:

Sherry Mashburn, City Secretary

ACUERDO DE GOBIERNO INTERLOCAL
Elecciones Conjuntas

El presente acuerdo se realiza el ____ del mes de ____ de 2016, por y entre el Condado de Brazos (“el Condado”) y la Ciudad de College Station (“la Ciudad”).

CONSIDERANDO que el Condado de Brazos celebrará elecciones generales el día martes 8 de noviembre de 2016; y

CONSIDERANDO que la Ciudad de College Station ha convocado Elecciones Generales para realizarse dentro de los límites de la ciudad de College Station, Texas, el 8 de noviembre de 2016; y

CONSIDERANDO que el Condado de Brazos y la Ciudad de College Station celebrarán elecciones el mismo día; y

CONSIDERANDO que las partes de este acuerdo desean celebrar elecciones conjuntas para que les sea conveniente y costo-efectivo a los votantes de ambas entidades;

AHORA, POR LO TANTO, SE ACUERDA que el Condado y la Ciudad celebrarán elecciones conjuntas bajo los términos y condiciones siguientes, y que las partes presentes están de acuerdo con dichas condiciones:

1. Que habrá una boleta que contenga todas las nominaciones apropiadas y las propuestas disponibles para los votantes calificados de ambas entidades.
2. Que habrá un juego de equipo necesario para las votaciones a ser utilizado en los centros de votaciones comunes.
3. Que los formularios de elecciones utilizados y los registros llevados deberán mantenerse de una manera conveniente y adecuada para registrar y reportar los resultados de las elecciones para el Condado y para la Ciudad.
4. Que la tabulación conjunta de los resultados de los distritos se hará de una manera que facilite el escrutinio de los votos de forma independiente para ambas entidades.
5. Que cada entidad será responsable de la preparación, publicación y traducción al idioma español de sus propios documentos denominados Notificación de Elecciones y Orden de Elecciones.
6. Que la implementación, realización y manejo de dichas elecciones será dirigida por el Administrador de Elecciones del Condado de Brazos. El Administrador de Elecciones del Condado de Brazos es nombrado, por el presente acuerdo, el Oficial Encargado de las Elecciones y será el Oficial de la Elecciones Tempranas para ambas entidades, para las elecciones a celebrarse el 3 de noviembre de 2015. La implementación, realización y manejo de las elecciones incluirá, pero no se limitará a lo siguiente:
 - A. Conseguir individuos calificados para servir como jueces de las elecciones para cada centro de votaciones.

- B. Conseguir los lugares y las instalaciones donde se realizarán las elecciones.
 - C. Conseguir los materiales de elecciones y demás materiales requeridos para administrar apropiadamente las elecciones, y la programación y preparación del equipo de votaciones DRE a ser utilizado en las elecciones.
 - D. Conseguir un contrato con un contratista independiente y calificado para los servicios y materiales necesarios para las elecciones.
 - E. El Oficial del Condado de Brazos será el responsable de dirigir las votaciones tempranas conjuntas en persona y por correo con Secretaria de la Ciudad sirviendo como la votación temprana conjunto.
7. La cantidad que la Ciudad le deberá pagar al Condado por servicios ofrecidos por el Condado en las elecciones del 8 de noviembre de 2016 se detalla a continuación:
- A. El Condado de Brazos primero pondrá todos los fondos menos la publicación de la Notificación de Elecciones que deberá hacer cada entidad.
 - B. La Ciudad de College Station le reembolsará al Condado ciertos costos como se detalla a continuación:
 1. Un quinto (1/5) del costo del pago a los empleados contratados para las elecciones tempranas. Los centros de votaciones serán: El Edificio Administrativo del Condado de Brazos [*Brazos County Administration Building*], El Salón Arena [*Arena Hall*], la Iglesia Bautista Galilee [*Galilee Baptist Church*], el Centro Conmemorativo Estudiantil [*Memorial Student Center*], y el Edificio de Conferencias y Capacitación de la Empresa Eléctrica de College Station [*College Station Utilities Meeting and Training facility*].
 2. Un quinto (1/5) del costo pagado a la compañía *Texas Voting Systems* por materiales y servicios prestados para las elecciones.
 3. Cada entidad deberá financiar un quinto (1/5) de los gastos de los lugares de votación el día de las elecciones en los centros de voto según lo aprobado por la oficina de la Secretaria de la Ciudad.
 4. Un quinto (1/5) del costo de las publicaciones de todas las notificaciones conjuntas necesarias.
 5. El costo de dos (2) equipos para votaciones DRE alquilados para ser utilizados en los distritos en los cuales la Ciudad tiene nominaciones que aparecen en la boleta para ese distrito.
 6. Un quinto (1/5) del costo del pago remunerado de la Junta de Boleta de Elecciones Tempranas, de la Estación Central de Conteo, del supervisor de tabulación y del gerente de procesamiento de datos.

7. La cuota administrativa del 10% por la parte de los gastos de la Ciudad como lo es permitido en el Código de Elecciones de Texas.
8. Si alguna de las cinco entidades gubernamentales que celebra elecciones en la fecha uniforme (Condado de Brazos, Ciudad de Bryan, Ciudad de College Station, Distrito Escolar Independiente de Bryan, Distrito Escolar Independiente de College Station) cancela toda o parte de las elecciones, entonces la distribución de los gastos mencionados anteriormente será prorrateada como corresponde.
9. Las obligaciones financieras de las partes bajo este acuerdo se pagarán de los ingresos actuales de las partes respectivas.
10. Que los que firman a continuación son los representantes debidamente autorizados por los entes reguladores de ambas entidades, y que sus firmas representan la adopción y aceptación de los términos y condiciones de este acuerdo.

APPROBADO Y ACORDADO el _____ día del mes de _____ de 2016.

CONDADO DE BRAZOS



Karen McQueen, Oficial del Condado

CIUDAD DE COLLEGE STATION

Nancy Berry, Alcalde

Doy fe:

Sherry Mashburn, Secretaria de la Ciudad

Aprobada:

Carla Robinson, Abogada de la Ciudad



Legislation Details (With Text)

File #: 16-0337 **Version:** 1 **Name:** Easterwood Funding Agreement
Type: Presentation **Status:** Consent Agenda
File created: 5/23/2016 **In control:** City Council Regular
On agenda: 6/23/2016 **Final action:**
Title: Presentation, possible action, and discussion on the Easterwood Airport budget and presentation, possible action and discussion on a \$141,300 funding agreement with Easterwood Airport for FY16.
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments: [Easterwood Airport Budget FY16](#)
[Funding Agreement FY16 Easterwood Airport](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on the Easterwood Airport budget and presentation, possible action and discussion on a \$141,300 funding agreement with Easterwood Airport for FY16.
Recommendation(s): Staff recommends approval of the Easterwood Airport budget and the funding agreement for FY16.

Summary: As part of the 2015-2016 budget process the City Council approved funding for Easterwood Airport from the Hotel Occupancy Tax Fund.

The mission of Easterwood Airport is to provide a gateway to the world for the students, faculty, and the staff of Texas A&M University, and the citizens of the Research Valley. Easterwood Airport fulfills this mission by operating commercial and general aviation terminals and airfield to the highest standards of the University, the Federal Aviation Administration and the Transportation Security Administration. The budget for Easterwood Airport would function as payment to the Airport in recognition of expenses it incurs in its ongoing efforts to support tourism in the City of College Station.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2015-2016 Hotel Tax Fund budget. A total of \$141,300 is to be used for advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity; for expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity.
State law requires that the City Council adopt the budget of any organization that is to be funded through the Hotel Occupancy Tax funds.

- Attachments:**
1. Easterwood Airport Budget
 2. Easterwood Airport Funding Agreement

**EASTERWOOD AIRPORT LLC
HOTEL TAX FUNDED BUDGET
FISCAL YEAR 2016**

REVENUE:

City of College Station Hotel Tax Funding	\$ 141,300
TOTAL REVENUE	<u>\$ 141,300</u>

EXPENSES:

Athletic Event Marketing	20,700
Advance Targeting Networks	20,000
Search	
Advertising(Google/Yahoo/Bing)	9,600
Flight Path Advertising	20,000
Digital Directory	12,000
Creative Content update	5,000
Web Design	16,000
Web Language Translation	5,500
Airport Branding Marketing	17,500
"Free Flight" art relocation	15,000
TOTAL EXPENSES	<u>\$ 141,300</u>

**FUNDING AGREEMENT PROVIDING FOR THE PAYMENT AND USE OF
HOTEL TAX**

THIS AGREEMENT made between the **CITY OF COLLEGE STATION**, a Home Rule Municipal Corporation incorporated under the State of Texas (hereinafter referred to as the “City”), and **EASTERWOOD AIRPORT MANAGEMENT, LLC** (hereinafter referred to as the “Agency”):

WHEREAS, Texas Tax Code §§351.002 and 351.003(a) authorize City to levy by ordinance a municipal hotel occupancy tax (“hotel tax”) not exceeding seven percent (7%) of the consideration paid by a hotel occupant; and

WHEREAS, by ordinance, City has provided for the assessment and collection of a municipal hotel occupancy tax in the City of College Station of seven percent (7%); and

WHEREAS, Texas Tax Code §351.101 authorizes City to use revenue from its municipal hotel occupancy tax to promote tourism and the convention and hotel industry, yet limits such revenue use for furnishing of facilities, personnel and materials for the registration of convention delegates or registrants; for advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity; for expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity; and

WHEREAS, Agency is well equipped to perform those activities; and

WHEREAS, Texas Tax Code §351.101(c) authorizes City to delegate by contract with Agency; as an independent entity, the management or supervision of programs and activities of the type described hereinabove funded with revenue from the municipal hotel occupancy tax;

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Agency agree and contract as follows:

**ARTICLE I
DEFINITIONS**

1.1 The term “Agency” shall mean the Easterwood Airport Management LLC to which the City has delegated the management or supervision of programs and activities funded with Hotel Tax Revenue.

1.2 The term “City” shall mean the City of College Station, in the County of Brazos, and the State of Texas.

1.3 The term “Contract Quarter” shall refer to any quarter of the contract year in which this Agreement is in force. Contract Quarters will end on December 31st, March 31st, June 30th, and September 30th, of each contract year.

1.4 The term “Financial Activity Report” shall mean a report consisting of financial schedules including a summary of revenues and expenditures for the current Contract Quarter as well as for the current fiscal year to date, and a summary of assets and liabilities to be submitted to the City on the forms attached herein as **Exhibit A** or in a form agreed upon by Agency and City.

1.5 The term “Narrative Summary of Activity Report” shall mean a quarterly summary report of Agency activities including a summary of how funds from City have been utilized to accomplish the Agency’s work to be submitted to the City on the form attached herein as **Exhibit B** or in a form agreed upon by Agency and City.

1.6 The term “Performance Measure Report” shall mean the quarterly report to determine the levels of service that are being provided by Agency to be submitted to the City on the form attached herein as **Exhibit C** or in a form agreed upon by Agency and City.

1.7 The term “Expenditure Report” shall mean a quarterly report listing the expenditures made by the Agency with Hotel Tax Revenue pursuant to Texas Tax Code §§351.101 and 351.108.

1.8 The term “Reimbursement Request Form” shall mean the form documenting and certifying expenses incurred within each quarterly reporting period by Agency to be submitted to the City on the form attached herein as **Exhibit F**.

1.9 The term “Hotel Tax Revenue” shall mean the gross monies collected and received by the City as municipal hotel occupancy tax at the rate of seven percent (7%) of the price paid for a room in a hotel, pursuant to Texas Tax Code 351.003 (a) and City Ordinance. Hotel tax revenue will include penalty and interest related to the late payments of the tax revenue by the taxpayer.

ARTICLE II. HOTEL TAX REVENUE PAYMENT

2.1 Consideration and Payment. During the City’s Fiscal Year Budget 2015-2016, City shall reimburse Agency a portion of the Hotel Tax Revenue collected by City in an amount not to exceed **ONE HUNDRED FOURTY-ONE THOUSAND THREE HUNDRED AND NO/100 (\$141,300)** for services and expenditures as referenced in Article III of this Agreement. Operating expenses eligible under Hotel Tax regulations will be considered for reimbursement provided the following:

- (a) the City receives the Reimbursement Request Form, and;
- (b) funds are available. Payment will be made annually as a reimbursement for services and expenditures already incurred by Agency. Agency shall submit its application for reimbursement to the City, along with supporting documentation and the City shall reimburse Agency for its services no later than thirty (30) calendar days from the date of the City’s receipt and the City’s approval of the application for reimbursement.

2.2 No funds will be reimbursed until City receives the Reimbursement Request Form along with all required receipts, bills, payroll records, canceled checks and other proofs of expenditures, as

determined by City, in its sole discretion. The final request for reimbursement must be received by City on or before October 14, 2016. After that date, unexpended funds may be reallocated. Unexpended funds will remain in the possession of the City.

2.3 Other limitations regarding consideration.

- (a) It is expressly understood that this contract in no way obligates the General Fund or any other monies or credits of City.
- (b) City may withhold further allocations if City determines that Agency's expenditures deviate materially from their approved budget subject to § 4.1 hereof or if the reports required herein are not submitted in a complete and timely manner.

ARTICLE III USE OF HOTEL TAX REVENUE

3.1 Use of Funds. For and in consideration of the payment by City to Agency of the agreed payments of Hotel Tax Revenue specified above, Agency agrees to use such Hotel Tax Revenue for advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity; for expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity

The City Council and City Manager and/or their designees shall have the right to attend Agency events or promotional programs as representatives of the City at no additional cost to the City to promote tourism and the convention and hotel industry.

3.2 Administrative Costs. The Hotel Tax Revenue received from City by Agency may be spent for day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in fulfilling a purpose described in § 3.1 above.

3.3 Specific Restrictions on Use of Funds.

(a) That portion of total administrative costs of Agency for which Hotel Tax Revenue may be used shall not exceed that portion of Agency's administrative costs actually incurred in conducting the activities specified in §3.1 above.

(b) Hotel Tax Revenue may not be spent for travel for a person to attend an event or conduct an activity the primary purpose of which is not directly related to the promotion of tourism and the convention and hotel industry or the performance of the person's job in an efficient and professional manner.

(c) Agency will provide athletic events marketing, advanced targeting networks, search advertising via Google/Yahoo/Bing), flight path advertising, airport branding marketing, web

design and web language translation, a digital directory and “Free Flight” art relocation at Easterwood Airport.

ARTICLE IV RECORDKEEPING AND REPORTING REQUIREMENTS

4.1 Budget.

(a) Prior to execution of this Funding Agreement, Agency shall submit to the City Manager of City the Agency’s current, fiscal year’s budget to be approved by the City Council for such operations of Agency funded by Hotel Tax Revenues. This budget shall specifically identify proposed expenditures of Hotel Tax Revenue by Agency. In other words, City should be able to audit specifically the purpose of each individual expenditure of Hotel Tax Revenue from the separate account relating to Hotel Tax Revenue. City shall not pay to Agency any Hotel Tax Revenues as set forth in Article II of this Agreement during any program year of this Agreement unless a budget for such respective program year has been approved in writing by the College Station City Council. Approval of the budget by the City Council shall not preclude the Agency from reasonably reallocating funds within the budget among line items to meet changing conditions. Such reallocation shall not necessitate a new approval by the City Council. Failure to submit an annual budget may be considered a breach of contract, and if not remedied is considered grounds for termination of this Agreement as stated in § 6.2 of this agreement.

(b) Agency acknowledges that the approval of such budget by the College Station City Council creates a fiduciary duty in Agency with respect to the Hotel Tax Revenue paid by City to Agency under this Agreement. Agency shall expend Hotel Tax funds only in the manner and for the purposes specified in this Agreement, Texas Tax Code §351.101(a), and in the budget as approved by City.

4.2 Separate Accounts. Agency shall maintain Hotel Tax Revenue paid to Agency by City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

4.3 Financial Records. Agency shall maintain complete and accurate financial records of each expenditure of the Hotel Tax Revenue made by Agency. These funds shall be classified as restricted funds for audited financial purposes.

4.4 Upon written request of the College Station City Council, or other person, Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that all such financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Texas Government Code, Chapter 552, as hereafter amended.

4.5 Quarterly Reports. Agency shall submit the following Activity Reports to the City on a quarterly basis as provided in this Agreement. §4.5(a-d) shall also apply specifically to the expenditure of funds by Agency as noted in §2.1(b)

(a) Financial Activity Report.

- (b) Narrative Summary of Activity Report
- (c) Performance Measure Report.
- (d) Expenditure Report.

Agency shall respond promptly to any request from the City Manager of City, or his designee, for additional information relating to the activities performed under this Agreement.

4.6 The Financial Activity Report, Performance Measure Report, Narrative Summary and Expenditure Report shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year.)

4.7 A copy of the Agency's annual financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.8 The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. City shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how that review is to be conducted.

4.9 If requested, Agency shall make an annual report and presentation to the City Council.

4.10 Agency shall maintain such records, accounts, reports, files or other documents for a minimum of three (3) years after the expiration of this agreement. City's right to access Agency's files shall continue during this 3 year period and for as long as the records are retained by Agency.

ARTICLE V AGENCY MEETINGS

5.1 Agency shall provide the City Manager with an agenda of all regular and non-regular Board meetings five (5) days prior to the meeting with information as to the date, time and place of meeting. If a non-regular meeting is scheduled, Agency shall immediately notify the City Manager of non-regular meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting.

5.2 Agency shall submit minutes of each Board of Directors meeting to the City Manager within ten (10) days after approval of the minutes.

ARTICLE VI TERM AND TERMINATION

6.1 Term. The term of this Agreement shall commence on October 1, 2015 and terminate at midnight on October 31, 2016. However, the program period shall commence on October 1, 2015 and terminate at midnight on September 30, 2016. Only those expenditures authorized by Chapter

351 of the Texas Tax Code which are actually incurred or contractually obligated during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination Without Cause.

(a) This Agreement may be terminated by either party, with or without cause, by giving the other party sixty (60) days advance written notice.

(b) In the event this Agreement is terminated by either party pursuant to §6.2(a) of this agreement, City agrees to reimburse Agency for any contractual obligations undertaken by Agency in satisfactory performance of those activities specified in hereinabove and that were approved by the Council through the budget, as noted in §4.1. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in §§3.1 and 3.2 above.

(c) Further, upon termination pursuant to §6.2(a) of this agreement, the Agency will provide CITY:

(1) Within ten (10) business days from the termination notification, a short-term budget of probable expenditures for the remaining sixty (60) day period between termination notification and contract termination. This budget will be presented to Council for approval within ten (10) business days after receipt by City. If formal approval is not given within ten (10) business days and the budget does not contain any expenditures that would be prohibited by the Texas Tax Code, and is within the current contractual period approved budget; the budget will be considered approved;

(2) Within thirty (30) days, a full accounting of all expenditures not previously audited by City;

(3) Within five (5) business days of a request from City, a listing of expenditures that have occurred since the last required reporting period;

(4) A final accounting of all expenditures and tax funds on the day of termination. Agency will be obligated to return any unused funds or funds determined to be used improperly. Any use of remaining funds by Agency after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in §§ 3.1 and 3.2 above.

6.3 Automatic Termination. This Agreement shall automatically terminate upon the occurrence of any of the following events:

(a) The termination of the legal existence of Agency;

(b) The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors;

(c) The continuation of a breach of any of the terms or conditions of this Agreement by either City or Agency for more than thirty (30) days after written notice of such breach is given to the breaching party by the other party; or

(d) The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date City notifies Agency of its breach of this obligation.

(e) The failure of Agency to submit a Quarterly Expenditure Report as required by Texas Tax Code §351.101(c) within thirty (30) days from the date City notifies Agency of its breach of this obligation.

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 In the event that this Agreement is terminated pursuant to §§6.3 or 6.4 of this agreement, Agency agrees to refund any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

ARTICLE VII INDEMNIFICATION AND RELEASE

7.1 Agency agrees to indemnify and hold harmless the City, its officers, agents, and employees from and against any and all loss, costs, or damage of any kind, nature, or description that may arise out of or in connection with this Agreement whether or not the claim or cause of action results from any negligence of the City or any of its officers, agents, or employees.

7.2 Agency assumes full responsibility for the work to be performed and services to be provided hereunder, and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from any and all claims, demands, causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death of, any person (whether employees or agents of either of the parties hereto or third persons) and any loss of or damage to property (whether the property is that of either of the parties hereto or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Agency's work or services provided hereunder whether or not said claims, demands, or causes of actions are covered in whole or part by insurance.

ARTICLE VIII INSURANCE

8.1 Agency shall be covered by insurance as listed in **Exhibit D** - Insurance Coverage and Limit Requirements.

8.2 City must be named as an additional insured on all policies (except Worker's Compensation) and Certificates of Insurance shall be attached herein as Exhibit E.

ARTICLE IX GENERAL PROVISIONS

9.1 This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

9.2 The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

9.3 Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. Agency will take affirmative action to ensure that applicants who are employed are treated, during employment, without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination requirement.

9.4 Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.

9.5 Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will provide no religious instruction or counseling, conduct no religious worship or services, and engage in no religious proselytizing in the provision of services or furnishings assisted in any way under this Agreement.

9.6 No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

9.7 This Agreement has been made under and shall be governed by the laws of the State of Texas.

9.8 Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

9.9 Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective organizations.

9.10 Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

9.11 The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

9.12 This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.

9.13 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

9.14 If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

9.15 It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

9.16 Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

9.17 Agency understands and agrees to state in all published material, announcements and advertising regarding activities funded with City funding that the activity was made possible in part through funding from the City of College Station. If there is not published activity material, a sign must be displayed and a verbal announcement must be made at the time of the activity.

City: City of College Station
Attn: Debra Matthews
Fiscal Services, Budget and Financial Reporting Division
1101 Texas Avenue
College Station, Texas 77840

Agency: Easterwood Airport Management LLC
Joshua Abramson Airport Manager
2501 Earl Rudder Freeway South
College Station, Texas 77845

EASTERWOOD AIRPORT MANAGEMENT LLC

CITY OF COLLEGE STATION

By: _____

By: _____

Printed Name: _____

Mayor

Date _____

Title: _____

Date: _____

ATTEST:

City Secretary
Date _____

APPROVED:

City Manager
Date _____

City Attorney
Date _____

Assistant City Manager
Date _____



Legislation Details (With Text)

File #: 16-0356 **Version:** 1 **Name:** Gomez Floor Covering
Type: Contract **Status:** Consent Agenda
File created: 6/6/2016 **In control:** City Council Regular
On agenda: 6/23/2016 **Final action:**
Title: Presentation, possible action, and discussion regarding the approval of a standard form of construction agreement contract #16300439 between the City of College Station and Gomez Floor Covering, Inc. for a total award amount of \$60,823.81 for the installation of new flooring at the Utility Customer Service building and Fire Station #5.
Sponsors: Donald Harmon
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the approval of a standard form of construction agreement contract #16300439 between the City of College Station and Gomez Floor Covering, Inc. for a total award amount of \$60,823.81 for the installation of new flooring at the Utility Customer Service building and Fire Station #5.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends the approval of the standard form of construction agreement contract #16300439 with Gomez Floor Covering, Inc. to provide new flooring at the Utility Customer Service building in the amount of \$55,557.74 and Fire Station #5 in the amount of \$5,266.07, for a total contract award amount of \$60,823.81.

Summary: In August of 2013, Faithful+Gould, Inc. conducted a site visit at the City of College Station to complete a comprehensive facilities condition assessment of 36 building and site systems. This corrective maintenance contract addresses some of the recommendations in the condition assessment for fiscal year 2016. The projects were selected by prioritization of the most critical components listed in the assessment that can be completed within existing facilities maintenance budgetary resources for FY16. This contract will follow the terms and conditions of BuyBoard Contract 476-15.

Budget & Financial Summary: Funds are budgeted and available in the Facilities Maintenance operating budget.

Legal Review: Yes.

Attachments:

1. Contract on file in the City Secretary's Office



Legislation Details (With Text)

File #: 16-0357 **Version:** 1 **Name:** Traffic Signal Detection Equipment
Type: Contract **Status:** Consent Agenda
File created: 6/6/2016 **In control:** City Council Regular
On agenda: 6/23/2016 **Final action:**

Title: Presentation, possible action, and discussion regarding the purchase of vehicle detection equipment from Iteris Inc. This equipment will replace old outdated video processors. The total cost of this purchase is \$156,630.

Sponsors: Donald Harmon

Indexes:

Code sections:

Attachments: [Iteris Sole Source Texas-05162016 CS.pdf](#)
[Quote Iteris Video Eq \(5-16-16\).pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the purchase of vehicle detection equipment from Iteris Inc. This equipment will replace old outdated video processors. The total cost of this purchase is \$156,630.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

Recommendation(s): Staff recommends approving the purchase of vehicle detection equipment. This new equipment will allow better detection of bicycles while keeping false detection of vehicles to a minimum. The processors are specifically designed for use with Iteris cameras.

Summary: Vehicle detection is one of the most vital elements of any traffic signal operation, without precise and consistent detection traffic delays would increase tremendously. The ITS Master Plan includes the purchase of system wide detection for vehicles, bicycles and pedestrians to replace the old obsolete unrepairable equipment.

The detection equipment will be installed by City Staff during day to day operations and will be scheduled during times that will minimize disruption of traffic.

Budget & Financial Summary: A budget of \$5,425,000 is included for this project in the Streets Capital Improvement Projects Fund. This project is being completed in phases and a total of \$2,230,509 has been expended or committed to date on phases I and II of the project. The funding for the project is structured to reflect the project phasing and includes Certificates of Obligation in the amount of \$4,500,000, an \$850,000 reimbursement from Texas A&M University System and \$75,000 from the General Fund for the items that are not expected to be debt eligible.

Attachments:

1. Quote from Iteris Inc.
2. Sole Source Letter



May 16, 2016

To Whom It May Concern:

Iteris, Inc. is the sole distributor of the Iteris Vantage product line which includes the Vector sensor in the State of Texas. We are responsible for the Sales, Service, Support and Warranty concerns in Texas. Your primary contacts here are Nader Ayoub, P.E (naa@iteris.com), Fidel Garza (fgarza@iteris.com) and I.

Our **Iteris Edge2 Processors** video detection algorithms are designed specifically for use with our **Iteris Cameras**.

Equipment on quote 050616-1b is to replace obsolete equipment. The new equipment has the latest detection firmware that includes bicycle discrimination and detection.

If you have any questions with regard to our equipment line, please feel free to contact any of us to purchase Iteris equipment or for any other engineering services we can provide you.

Thank you for your continued support and loyalty.

Sincerely,

Kirk Barnes

Kirk Barnes, P.E.
Regional Sales Manager - Texas
Roadway Sensors - Iteris, Inc.
Cell 979.571.6120
Fax 512.600.0180
keb@iteris.com



Kirk Barnes
1700 Carnegie Ave. Suite 100
Santa Ana, CA 92705-5551
Phone: (979) 571-6120 Fax: (979) 731-1264
email: keb@iteris.com, web site: www.iteris.com

EQUIPMENT QUOTATION

Quote #: 050616-1b



Garrett Martinek gmartinek@cstx.gov
 College Station, City of
 300 William King Cole Dr,
 College Station, TX 77842



Agency: City of College Station
 Project Name: Various

May 16, 2016

Fax or email Purchase Orders to: Marilyn Holden, (949) 270-9441, mdh@iteris.com, please include quote number on your purchase order

Quote Terms: Net 30 days, subject to credit approval and Iteris Standard Terms & Conditions unless negotiated in writing with Iteris, Inc. prior to purchase.

Prices are valid for 30 days from the date of quote unless extended in writing.

FOB Shipping point, freight included, does not include insurance.

Part Number	Description	Qty	Unit	Unit Price	Ext. Price
EDGE2-1N-TX	Iteris Vantage Edge2 Processor - 1 Camera Input, 24VDC (trade-in)	69	ea	\$1,320.00	\$91,080.00
SURGEPAN-TX	IterisTX AC Surge Panel	4	ea	\$150.00	\$600.00
SURGEVAN	Video Surge Supressor with one FCABLE	14	ea	\$50.00	\$700.00
DINCLIP	Dinrail Clip for SURGEVAN	14	ea	\$0.00	\$0.00
RZ4A-WDR-PAK	Iteris Vantage Wide Dynamic Range Color Camera Assembly (trade-in)	64	ea	\$900.00	\$57,600.00
PEL-AS0175-5-62	Pelco Signal Mast Arm Camera Bracket Extension- (Pelco P/N: AS-0175-5-62-ALO)	14	ea	\$125.00	\$1,750.00
Lilliput 319GL-70NP	7" Color Monitor, w/ BNC connector (for use with RZ4C cameras)	4	ea	\$125.00	\$500.00
Y Cable	Adaptor Cable for Lilliput Monitor	4	ea	\$0.00	\$0.00
ISOCBL	Composite 8281 Coax/16 AWG power cable (1000' spools)	4000	ft	\$1.10	\$4,400.00

IMPORTANT NOTES: Pricing is for trade-in of obsolete or un-repairable equipment

SUBTOTAL	\$156,630.00
FREIGHT	\$0.00
TAX	\$0.00
DISCOUNT	\$0.00
TOTAL	\$156,630.00

Authorized Signature



Legislation Details (With Text)

File #: 16-0367 **Version:** 1 **Name:** Professional Audit Services
Type: Presentation **Status:** Consent Agenda
File created: 6/7/2016 **In control:** City Council Regular
On agenda: 6/23/2016 **Final action:**
Title: Presentation, possible action, and discussion regarding a Letter Agreement between the City of College Station and Ingram, Wallis & Co., P.C. for the purposes of Professional Auditing Services in the amount of \$102,000 for the year ending September 30, 2016, and \$105,000 for the year ending September 30, 2017.

Sponsors: Mary Ellen Leonard

Indexes:

Code sections:

Attachments: [Audit Engagement Letter](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding a Letter Agreement between the City of College Station and Ingram, Wallis & Co., P.C. for the purposes of Professional Auditing Services in the amount of \$102,000 for the year ending September 30, 2016, and \$105,000 for the year ending September 30, 2017.

Relationship to Strategic Goals: Financially Sustainable City

Recommendation(s): Staff recommends approval of the Agreement with Ingram, Wallis & Co. for the fiscal year ending September 30, 2016 and September 30, 2017.

Summary: The audit services performed will be in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office’s (GAO) *Government Auditing Standards* (2007), the provisions of the federal Single Audit Act of 1984 (as amended in 1996), and the provisions of the U.S. Office of Management and budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

Budget & Financial Summary: Funds are available and budgeted in the General Fund, and in the Community Development Budget. The proposed fee for year 1 represents a \$4,000 or 4% increase from the current fee.

Reviewed and Approved by Legal: Yes

Attachments: Signed Letter Agreement



Ingram, Wallis & Co., P.C.

CERTIFIED PUBLIC ACCOUNTANTS

May 31, 2016

To the Honorable Mayor and Members
Of the City Council of the City of
College Station, Texas

We are pleased to confirm our understanding of the services we are to provide to the City of College Station, Texas (the "City") for the years ended September 30, 2016 and 2017. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the years ended September 30, 2016 and 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Schedule of Changes in Net Pension Liability and Related Ratios – Texas Municipal Municipal Retirement System
3. Schedule of Contributions – Texas Municipal Retirement System
4. Schedule of Funding Progress – City of College Station Employees Other Post-Employment Benefits Plan
5. Budgetary comparison information

We have also been engaged to report on supplementary information other than RSI that accompanies the financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in

accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards.
2. Combining and individual nonmajor fund financial statements
3. Combining and individual nonmajor fund budgetary comparison schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Introductory section
2. Statistical section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Mayor and City Council of the City of College Station, Texas. We cannot provide

assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting

from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We may, upon the City's request, assist in preparing the financial statements (C.A.F.R.) of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform a procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and

indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal

information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Ingram, Wallis & Company, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to federal agencies providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Ingram, Wallis & Company P.C.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

For the year ended September 30, 2016, we expect to begin our interim fieldwork in September 2016, our final fieldwork on November 28, 2016, and issue our reports by March 31, 2017. For the year ended September 30, 2017, we expect to begin our interim fieldwork in September 2017, our final fieldwork on November 27, 2017, and issue our reports by March 31, 2018. Jim Ingram is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for the audit services will be as follows:

Year Ended September 30, 2016 \$102,000

Year Ended September 30, 2017 \$105,000

Should assistance with preparation of the City's C.A.F.R. be requested, we estimate our fees to be \$120/hour for such assistance in 2016, and \$125/hour for such assistance in 2017. We estimate the total cost for the CAFR preparation assistance to total no more than \$24,000 for fiscal year 2016 and no more than \$27,500 for fiscal year 2017, which may be exceeded only with the prior written approval of the City. These fees are in addition to the audit fees noted above. The specifics of such assistance will need to be finalized on or about January 2, 2017 and January 2, 2018.

Our invoices for these fees will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Time of Performance

- **Time is of the essence of this Contract.** Ingram, Wallis & Company, P.C. shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

Warranty, Indemnification, & Release

Indemnification

Ingram, Wallis & Company, P.C. agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, for damage to any property, or for any breach of contract, arising out of, or in connection with the work done by Ingram, Wallis & Company, P.C. under this agreement. In the event of personal injury to or death of Ingram, Wallis & Company, P.C.'s employees, such indemnity shall apply regardless of whether the claims, losses, damages, causes of actions, suits or liability arise in whole or in part from the negligence of the City. Such indemnity shall not apply, however, to liability rising from the personal injury, death, or property damage of persons other than Ingram, Wallis & Company, P.C. or its employees where such liability is caused by or results from the negligence of the City.

Release

Ingram, Wallis & Company, P.C. assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including

the cost of defense thereof, for any injury to or death of any person (whether employees of either of the parties hereto or other third parties) and any loss of or damage to property (whether property of either of the parties, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Ingram, Wallis & Company, P.C.'s work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and regardless of whether such loss, damage, injury, or death was caused in whole or in part by the negligence of the City.

Firm's Insurance

The Service Provider agrees to maintain the coverages, endorsements, and limits in accordance with and set forth by the Insurance Coverage & Limit Table below for the duration of this contract. The Service Provider agrees to:

- Deliver to the City a certificate(s) of insurance evidencing that such policies are in full force and effect not later than 5 business days after notification of the City's intent to award a contract, but in any event prior to commencement of work. If policy endorsements are necessary, satisfactory evidence of request to insurance carrier must accompany the Certificate(s) of Insurance. Failure to meet the insurance requirements may cause the proposal to be rejected.
- Submit any policy endorsements within 30 days of the City's intent to award contract. No payment will be made and/or the City may stop work or terminate the contract if Service Provider fails to supply satisfactory evidence of policy endorsements.
- Allow the City the right to obtain complete, certified copies of all required insurance policies at any time.
- Clearly indicate contract name and contract number to which Certificate(s), endorsements, and policies apply.
- Ensure that coverage is written by a carrier with an "A:VIII" or better rating.

The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by the Service Provider, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Service Provider under the Agreement.

Commercial General Liability The Firm shall maintain, at a minimum, combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.

Business Automobile Liability The Firm shall maintain, at a minimum, combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage. Coverage will include all owned, leased or rented autos, non-owned autos, any autos and hired autos.

Statutory Workers' Compensation Insurance, with Employers' Liability Insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000 Waiver of subrogation in favor of the City of College Station will be required. In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor.

Professional Liability Insurance The Firm shall maintain, during the life of this agreement, Professional Liability insurance, or similar Errors & Omissions coverage, for negligent acts, error omissions of the Firm or any person employed or acting on the Firm's behalf (including but not limited to Sub-Contractors) in connection with this Agreement, at a limit not less than \$1,000,000 Per Occurrence, \$2,000,000 Annual

Aggregate. If coverage is written on a "Claims-Made" basis, the Firm warrants that any retroactive date applicable to the coverage precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years after completion of the project. The Firm shall be solely responsible for any Self-Insured Retention, deductible and premium, including any additional premium for Supplemental Extended Reporting Period option. Proof of coverage shall be furnished to the City of College Station before the work commences.

Additional Insured Endorsements The Services Provider agrees to endorse the City as an Additional Insured on each insurance policy required to be maintained, with the exception of the workers' compensation/employers' liability and professional liability policy.

Waiver of Subrogation Waiver of subrogation in favor of the City of College Station for each required policy. When required by the insurer or should a policy condition not permit Service Provider to enter into a pre-loss agreement to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Right of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which included a condition specifically prohibiting such an endorsement, or voids coverage should Service Provider enter into such an agreement on a pre-loss basis.

Deductibles, Coinsurance Penalties, and Self-Insured Retention Service Provider shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

Subcontractor's Insurance The service Provider shall agree to cause each subcontractor employed by Service Provider to purchase and maintain insurance of the type specified, provided the Service Provider's insurance does not afford coverage on behalf of the subcontractor.

Certificate of Insurance Service Provider shall furnish the City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "A:VIII" or better and/or otherwise acceptable to the City. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal or other acceptable evidence. The certificate(s) shall contain a provision that coverage under such policies shall not be cancelled or non-renewed until at least thirty (30) days prior written notice, or ten (10) days notice for cancellation due to non-payment of premiums, is given the City of College Station.

In the event the City is notified that a required insurance coverage will cancel or non-renew during the contract period, the Service Provider shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City reserves the right, but not the obligation, to withhold payment to Service Provider until coverage is reinstated. If the Service Provider fails to maintain the required insurance, the City shall have the right, but not the obligation, to purchase the required insurance at Firm's expense. Failure on the part of the Service Provider to maintain the required insurance coverage shall be considered breach of contract by the Service Provider.

Certificates and notices should be given to the City at the following address: **City of College Station, Attn: Purchasing Department, 1101 Texas Ave., College Station, TX 77840.**

Right To Review and Adjust The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary prudent. Furthermore, the City reserves the

right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.

The Certificates of Insurance furnished to the City shall contain a provision that coverage under such policies shall not be cancelled, non-renewed, or materially changed until at least 30 days prior written notice has been given the City of College Station.

The City reserves the right to require additional lines of insurance on a case-by-case basis, depending upon the subject matter of the contract and the attendant risks involved in the completion of the contractual work.

The Firm is responsible for submitting the required insurance certificate within 5 business days of notification of the City's intent to award a contract. Verification must be submitted using the ACORD form listed above and **all endorsements** must be included with the submittal. Endorsements must be signed by an authorized representative of the insurance company. Failure to meet the insurance requirements stated above and provide the required endorsements within five business days **may cause the bid or proposal to be rejected.**

Termination

The City may terminate this Contract at any time upon **thirty (30)** calendar day's written notice. Upon the Firm's receipt of such notice, the Firm shall cease work immediately. The Firm shall be compensated for the services satisfactorily performed prior to the termination date.

If, through any cause, the Firm fails to fulfill its obligations under this Contract, or if the Firm violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Firm **five (5)** calendar days written notice. The Firm will be compensated for the services satisfactorily performed before the termination date.

No term or provision of this Contract shall be construed to relieve the Firm of liability to the City for damages sustained by the City because of any breach of contract by the Firm. The City may withhold payments to the Firm for the purpose of setoff until the exact amount of damages due the City from the Firm is determined and paid.

Miscellaneous Terms

This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

The City of College Station
Attn: Jeff Kersten
1101 Texas Ave.
College Station, Texas 77840

The Service Provider:
Ingram, Wallis & Company
James D. Ingram, IV
2100 E. Villa Maria, Suite 100
Bryan, Texas 77802

No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

This Contract represents the entire and integrated agreement between the City and the Firm and supersedes all prior contracts, negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

This Contract and all rights and obligations contained herein may not be assigned by the Firm without the prior written approval of the City.

The Firm, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of College Station, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Firm must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

Reimbursable or other miscellaneous expenses incurred by the Firm shall be included in the contract price; additional payment for such expenses will not be considered.

The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

Very truly yours,

Ingram, Wallis ; Company
Ingram, Wallis & Company, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of College Station, Texas.

CITY OF COLLEGE STATION

BY:

Mayor

Date

ATTEST:

City Secretary

Date

APPROVED:

City Manager

Date

City Attorney

Date

Assistant City Manager

Date



Legislation Details (With Text)

File #: 16-0369 **Version:** 1 **Name:** Expenditure Increase with BH Media

Type: Presentation **Status:** Consent Agenda

File created: 6/7/2016 **In control:** City Council Regular

On agenda: 6/23/2016 **Final action:**

Title: Presentation, possible action, and discussion regarding increasing a blanket order with BH Media Group Holdings, Inc. (The Eagle) in the amount of \$30,000, for a new total not-to-exceed expenditure of \$78,000 for FY 2016.

Sponsors: Mary Ellen Leonard

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding increasing a blanket order with BH Media Group Holdings, Inc. (The Eagle) in the amount of \$30,000, for a new total not-to-exceed expenditure of \$78,000 for FY 2016.

Relationship to Strategic Goals: Core Services and Infrastructure.

Recommendation(s): Staff recommends approval of the increase in the expenditure limit.

Summary: The City has several departments that utilize The Eagle newspaper for advertising purposes. Historically, each department was able to pay for these purchases on an individual basis with P-Cards. Recently, BH Media Group Holdings, Inc. (The Eagle) stopped accepting P-Cards for payments. A not-to-exceed agreement was set up for all departments to utilize for the payment of advertising invoices. The original FY16 amount was \$25,000 and was subsequently increased to \$48,000 due to increasing advertising rates as well as an increase in the City’s advertising needs. The current amount is close to being fully expended and it’s been determined that an increase of \$30,000 will sufficiently extend the use of the agreement for the FY16 period. For FY 2017, the expenditure will be presented as part of the annual exemption list for budget purposes as The Eagle newspaper is a sole-source provider for the City’s advertising needs.

Budget & Financial Summary: Funds are available in each department’s budget.

Reviewed and Approved by Legal: N/A

Attachments: N/A



Legislation Details (With Text)

File #:	16-0341	Version:	1	Name:	TASER Master Service Agreement
Type:	Contract	Status:		Status:	Consent Agenda
File created:	5/24/2016	In control:		In control:	City Council Regular
On agenda:	6/23/2016	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on a \$706,186.31, five (5) year agreement with TASER International for the purchase and support of TASER products and services including body cameras, in-car video cameras, and data storage.				
Sponsors:	Billy Couch				
Indexes:					
Code sections:					
Attachments:	College Station MSPA 6-9-16 Taser Exec				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a \$706,186.31, five (5) year agreement with TASER International for the purchase and support of TASER products and services including body cameras, in-car video cameras, and data storage.

- Financially Sustainable City
- Core Services and Infrastructure

Recommendation(s): Staff recommends council approval.

Summary:

In light of increase department accountability and a public expectation of transparency, the department has begun to look at expanding the in-car solution to also include a body worn cameras component for the officers. In doing so, we have evaluated other vendors to ensure the department is utilizing a system which meets needs but is still a fiscally responsible approach. Through an evaluative process, the department has identified TASER International as having a very attractive business model which is overall, a more economical yet superior quality in-car and body worn camera solution. While both in-car and body worn systems can be purchased out of current replacement funds, due to the expanded scope, (inclusion of body worn cameras) there will be increased costs beginning in year three and subsequent years. As such, this SLA is to account for that shortage and increase our contributions to the replacement funds.

All purchases from TASER Agreement are made from TASER through BuyBoard Contract #500-15. All products and services on the BuyBoard Coop been carefully and competitively bid and awarded based on Texas law by the Local Government Purchasing Cooperative. This Cooperative is administered by the Texas Association of School Boards and is endorsed by the Texas Municipal

League and the Texas Association of Counties.

In Car Video and Body Worn Camera Replacement- Currently, the department utilizes Panasonic Arbitrator in car video solution. The Arbitrator system in use is becoming obsolete due to lack of replacement parts and overall improving technology. Replacement funds have been set aside for the system replacement in FY17.

Budget and Financial Summary:

Currently, PD is contributing \$70,985 annually to the Equipment Replacement Fund to set aside funds for the replacement of the in-car Arbitrator video system. This system is forecasted for replacement in FY17. Under the proposed new contract, the combined total 5-year cost for the in-car and body worn systems is \$706,186.31. This includes a \$50,000 discount if the contract is approved by June 30, 2016. The first phase of year 1 of the contract in FY16 will be for \$50,440. Future payments on the proposed contract will occur as follows: \$109,596 for Year 1 Phase II payment; \$136,344 for Years 2-5 for the licensing and Axon Fleet equipment. The payment schedule for the proposed contract will necessitate an increase to PD's annual contribution to the Equipment Replacement fund of \$70,097, which will result in a total per year contribution cost per year of \$141,082. As the replacement of the system is not budgeted for FY16, a FY16 budget amendment in the amount of for \$50,440 will be requested in Equipment Replacement Fund to cover the first phase of year 1 of the contract. This will come from the funds that have been contributed to date.

Attachments:

TASER Master Services and Purchasing Agreement



MASTER SERVICES AND PURCHASING AGREEMENT

between

TASER INTERNATIONAL, INC.

&

CITY OF COLLEGE STATION

CITY Contract Number: 16300457

MASTER SERVICES AND PURCHASING AGREEMENT

This Master Agreement (the **Agreement**) by and between TASER International, Inc., (**TASER or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and the City of College Station a Texas Home-Rule Municipal Corporation, (**City, Agency, Party** or collectively **Parties**) having its principal place of business at 1101 Texas Ave., College Station, TX, 77842, is entered into as of June, 30, 2016 (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of TASER products and services as detailed in Quote # Q-70242-1 (the **Quote**), which is attached in the Quote Appendix. It is the intent of the Parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of TASER Products and all subsequent quotes accepted by Agency shall be also incorporated by reference as a Quote. All purchases from this Agreement will be made from TASER through Buyboard Contract #500-15. All products and services on the Buyboard have been carefully and competitively bid and awarded based on Texas law by the Local Government Purchasing Cooperative. This cooperative is administered by the Texas Association of School Boards and is endorsed by the Texas Municipal League and the Texas Association of Counties. In consideration of this Agreement the Parties agree as follows:

1 **Term.** This Agreement will commence on the Effective Date. The Agreement term is five (5) years. After the five year term, this Agreement will automatically renew in one (1) year terms and will remain in full force and effect until terminated by either Party. The Effective Date is the date the final party executes the Agreement making it fully executed.

1.1 Evidence.com Subscription Term: The Initial Term of the Subscription services will begin after shipment of the Product. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. Subscription Services will renew automatically for additional successive Terms of one (1) year after completion of the initial Term at a mutually-agreed upon price, unless the Agency gives TASER written notice of termination within sixty (60) days prior to the end of a one (1) year period.

1.2 Professional Services Term: Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.

2 **Definitions.**

"Business Day" means Monday through Friday, excluding Federal holidays.

"Confidential Information" means all nonpublic information disclosed by Agency or TASER, TASER affiliates, business partners of TASER or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"Documentation" means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

"Evidence.com Service" means TASER web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, EVIDENCE Mobile App, Axon® Mobile App, other software, maintenance, storage, and product or service provided by TASER under this Agreement for use with Evidence.com. This does not include any Third Party Applications, hardware warranties, or the my.evidence.com services.

"Installation Site" means the location(s) where the Products are to be installed.

"Policies" means the Trademark Use Guidelines, all restrictions described on the TASER website, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

"Products" means all TASER equipment, software, cloud based services, Documentation and software maintenance releases and updates provided by TASER under this Agreement.

"Quote" is an offer to sell, is valid only for products and services listed on the quote at prices on the quote. All Quotes referenced in this Agreement or issued and accepted after the Effective Date of this Agreement will be subject to the terms of this Agreement. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect.

"Resolution Time" means a reasonable amount of time elapsed between TASER's acknowledgment of an issue until the problem in the Services has been resolved, which does not include time delays caused by the Agency or by third parties outside of TASER's reasonable control.

"Services" means all services provided by TASER pursuant to this Agreement.

"Agency Content" means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under the Agency account or otherwise transfer, process, use or store in connection with the Agency account.

3 **Payment Terms.** All undisputed invoices are due to be paid within thirty (30) days of the invoice date according to the Texas Prompt Payment Act. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding.

4 **Taxes.** Agency is tax exempt and will provide TASER with a valid and correct tax exemption certificate.

5 **Shipping; Title; Risk of Loss; Rejection.** TASER reserves the right to make partial shipments and products may ship from multiple locations. All shipments are FOB Destination. Shipping dates are estimates only. The Agency may reject nonconforming Product by providing TASER written notice of rejection within 30 days of shipment. Failure to notify TASER within the 30 day rejection period will be deemed as acceptance of Product. Nonconforming Product includes defective Products, and Products that do not match the item number on the Quote and have been inadvertently shipped to the Agency.

6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns, as further described in Section 7 below, inadvertently shipped Products, as further detailed in Section 5 above, or as provided by state or federal law.

7 **Warranties.**

7.1 **Hardware Limited Warranty.** TASER warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of acceptance. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. TASER-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of acceptance. Non-TASER manufactured accessories are covered under the manufacturer's warranty. If TASER determines that a valid warranty claim is received within the warranty period, TASER agrees to repair or replace the

Product. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

7.2 Warranty Limitations.

7.2.1 The warranties do not apply and TASER will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.

7.2.2 To the extent permitted by law, the warranties and the remedies set forth above are exclusive as related to warranty claims and TASER disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

7.2.3 TASER's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed three times the purchase price of this Agreement including any subsequent purchases.

7.3 Warranty Returns. If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the defective Product under normal use. TASER's sole responsibility under this warranty is to repair or replace with the same or like Product.

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to TASER's websites www.taser.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

7.3.2 Before delivering product for warranty service, it is the Agency's responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product data and keep a separate backup copy of the contents. TASER is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services. TASER will attempt to retrieve and store any data before destroying or deleting Agency's data, if the Agency requests TASER to retrieve and store the data.

7.3.3 A replacement product will be new or like new and will have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. Like new products are refurbished products that will have the same cosmetic appearance and functionality as a new product. When a product or part is exchanged, any replacement item becomes Agency's property and the replaced item becomes TASER's property.

8 Product Warnings. See TASER's website at www.TASER.com for the most current product warnings.

9 Design Changes. TASER reserves the right to make changes in the design of any future TASER's products and services without incurring any obligation to notify the Agency.

- 10 Insurance.** TASER will maintain at TASER's own expense and in effect during the Term, Commercial General Liability Insurance, Workers' Compensation Insurance, Business Automobile Insurance and Cyber Liability Insurance and will furnish certificates of insurance or self-insurance. TASER shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. The required limits of insurance and certificates of insurance are attached in the Insurance Appendix.
- 11 Indemnification.** TASER shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and reasonable attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work and services done by TASER under this Agreement, except to the extent that such damages are the result of the willful misconduct of the Agency. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, TASER, or any third party.
- 12 Release.** TASER assumes full responsibility for the work and services performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the TASER's work and performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, except to the extent that such damages are the result of the willful misconduct of the Agency.
- 13 IP Rights.** TASER owns and reserves all right, title, and interest in the TASER Products and related software, as well as any suggestions made to TASER.
- 14 IP Indemnification.** TASER will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of TASER Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide TASER with prompt written notice of such a claim, tender to TASER the defense or settlement of such a claim at TASER's expense, and cooperate fully with TASER in the defense or settlement of such a claim.

TASER has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by the Agency or any third party not approved by TASER; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by TASER; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by TASER as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

- 15 Agency Responsibilities.** The Agency is responsible for (i) use of TASER Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the

use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of TASER products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Services, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Services.

16 **Termination.**

16.1 By Either Party. Either Party may terminate for cause upon 30 days advance written notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement under this Section and TASER fails to cure the material breach or default, TASER will issue a refund of any prepaid amounts on a prorated basis.

16.2 By Agency. The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days before the end of the then current fiscal year. The Agency may terminate this Agreement for convenience with 90 days' advance written notice.

16.3 Effect of Termination. Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.

16.4 After Termination. TASER will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. TASER has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited, delete all of Agency Content stored in the Evidence.com Services. Upon request, TASER will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.

16.5 Post-Termination Assistance. TASER will provide Agency with the same post-termination data retrieval assistance that TASER generally makes available to all customers, including returning the data in its native format. Requests for TASER to provide additional assistance in downloading or transferring Agency Content will result in additional fees and TASER will not warrant or guarantee data integrity or readability in the external system.

17 **General.**

17.1 Confidentiality. Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. All TASER Pricing is considered

confidential and competition sensitive.

- 17.2 Excusable delays.** TASER will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond TASER's reasonable control TASER has the right to delay or terminate the delivery with reasonable notice.
- 17.3 Force Majeure.** Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 17.4 Proprietary Information.** The Agency agrees that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.
- 17.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 17.6 No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 17.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 17.8 U.S. Government Rights.** Any Evidence.com Services provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Services. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 17.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.
- 17.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. TASER may assign or otherwise transfer this Agreement or

any of TASER's rights or obligations under this Agreement (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of TASER's assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

- 17.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.
- 17.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 17.13 Governing Law; Venue.** This Agreement is made under and governed by the laws of the State of Texas. Any disputes must be filed in Brazos County, Texas. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 17.14 Notices.** All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

TASER: TASER International, Inc.
ATTN: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@taser.com

AGENCY:
ATTN: Asst. Chief Billy Couch
PO BOX 9960 1101 Texas Ave
College Station, Texas 77842
bcouch@cstx.gov

- 17.15 Entire Agreement.** This Agreement, including the APPENDICES attached hereto, and the Policies and the quote provided by TASER, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If TASER provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.
- 17.16 Counterparts.** If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.
- 17.17 Appendices.** All Appendices to this Agreement are incorporated and made part of this Agreement for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

TASER International, Inc.

By: 

Printed Name: Josh Isner

Title: EVP, Global sales

Date: 6/9/16

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

Quote Appendix

TASER International
Protect Life. Protect Truth.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax:

Billy Couch
(979) 764-3609
bcouch@ctx.gov



Quotation
Quote: Q-70242-1
Date: 5/23/2016 11:31 AM
Quote Expiration: 6/30/2016
Contract Start Date*: 8/1/2016
Contract Term: 5 years

AX Account Number:
116837

Bill To:
College Station Police Dept. - TX
2611 A TEXAS AVE. S.
College Station, TX 77840
US

Ship To:
Billy Couch
College Station Police Dept. - TX
2611 A TEXAS AVE. S.
College Station, TX 77840
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Marcus Boehler		mboehler@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

This Agreement and all purchases will be made from TASER through Buyboard Contract#500-15. Each product and service on the Buyboard has been carefully and competitively bid and awarded based on Texas law by the Local Government Purchasing Cooperative. This cooperative is administered by the Texas Association of School Boards and is endorsed by the Texas Municipal League and the Texas Association of Counties.

Shipment of Body 2 Cameras and Docking stations is August 1, 2016. College Station no longer plans on using grant money, which would delay procurement to October 2016, Axon is offering \$50,000 in additional discounts to match the former grant funds. The discounts will be applied to partially to Phase 1 cameras and Phase 2 Unlimited Licenses. This discount is conditional on execution of the contract by June 30. This additional discount expires if not executed by June 30. They are one time discounts, not recurring. Payment is not due until Net 30 from acceptance.

Phase 1 is Axon Body 2 and Docking Station Hardware and interim Professional licenses. Axon is going to provide the license at no cost to College Station from August ship date to October 1 2016. After October 1, 2016, the 12- month terms for the Unlimited Package will be based upon the October 1, 2016 start date to follow with College Station's fiscal year. All TAP upgrades and payment cycles will be based off the October 1st start date.

Phase 1 - Ship Aug 1 - Payment Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
90	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 35,910.00	USD 13,950.00	USD 21,960.00
90	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
90	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
90	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
16	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 23,920.00	USD 0.00	USD 23,920.00
16	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 560.00	USD 0.00	USD 560.00
90	89001	PROFESSIONAL EVIDENCE.COM LICENSE: 1 YEAR	USD 78.00	USD 7,020.00	USD 7,020.00	USD 0.00
2,700	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	85146	AXON 1-DAY SERVICE	USD 2,000.00	USD 4,000.00	USD 0.00	USD 4,000.00
Phase 1 - Ship Aug 1 - Payment Due Net 30 Total Before Discounts:						USD 71,410.00
Phase 1 - Ship Aug 1 - Payment Due Net 30 Discount:						USD 20,970.00
Phase 1 - Ship Aug 1 - Payment Due Net 30 Net Amount Due:						USD 50,440.00

Phase 2 - Ship Oct 1 - Payment Net 30

The Unlimited Bundle for Axon Body 2 and Fleet Unlimited Bundle will all begin October 1, 2016 and the 12-month term with TAP upgrades will all be based off the new October 1, 2016 start date of Phase 2. Axon's Standard Issue Grant of \$150 credit per officer is reflected on the Unlimited License Payment. Also included are 3 Spare Body 2's with Accessories as well as 2 Spare Dash Cams with Mounts. They are all zeroed out line items to reflect no cost to College Station.

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
90	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 948.00	USD 85,320.00	USD 49,500.00	USD 35,820.00
3,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	89101	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 1,404.00	USD 0.00	USD 1,404.00
90	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
25	88101	STANDARD EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 300.00	USD 7,500.00	USD 0.00	USD 7,500.00
500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
96	74003	CAMERA SYSTEM, AXON FLEET	USD 399.00	USD 38,304.00	USD 14,352.00	USD 23,952.00
96	74025	MOUNT ASSEMBLY, AXON FLEET	USD 0.00	USD 0.00	USD 0.00	USD 0.00
48	70112	AXON SIGNAL UNIT	USD 0.00	USD 0.00	USD 0.00	USD 0.00
48	85163	UNLIMITED EVIDENCE.COM FLEET: YEAR 1 PAYMENT	USD 468.00	USD 22,464.00	USD 0.00	USD 22,464.00
96	87032	4 YEAR EXTENDED WARRANTY AXON FLEET	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	74003	CAMERA SYSTEM, AXON FLEET	USD 399.00	USD 798.00	USD 798.00	USD 0.00
2	74025	MOUNT ASSEMBLY, AXON FLEET	USD 79.95	USD 159.90	USD 159.90	USD 0.00
1	85055	AXON FULL SERVICE	USD 15,000.00	USD 15,000.00	USD 0.00	USD 15,000.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
16	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 3,456.00	USD 0.00	USD 3,456.00
Phase 2 - Ship Oct 1 - Payment Net 30 Total Before Discounts:						USD 174,405.90
Phase 2 - Ship Oct 1 - Payment Net 30 Discount:						USD 64,809.90
Phase 2 - Ship Oct 1 - Payment Net 30 Net Amount Due:						USD 109,596.00

Year 2 - Oct 1 2017

Integrations Licenses do not begin until Year 2 because College Station is changing RMS systems. The City is scheduled for March 2017 installation of new system. Once the new RMS system is installed, Axon will work with City to begin Integration services. The City does not desire to integrate with their current system.

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
48	85164	UNLIMITED EVIDENCE.COM FLEET: YEAR 2 PAYMENT	USD 468.00	USD 22,464.00	USD 0.00	USD 22,464.00
90	85124	EVIDENCE.COM UNLIMITED LICENSE YEAR 2 PAYMENT	USD 948.00	USD 85,320.00	USD 0.00	USD 85,320.00
3,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	89201	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 468.00	USD 1,404.00	USD 0.00	USD 1,404.00
90	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
25	88201	STANDARD EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 300.00	USD 7,500.00	USD 0.00	USD 7,500.00
500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
90	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 16,200.00	USD 0.00	USD 16,200.00
16	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 3,456.00	USD 0.00	USD 3,456.00
Year 2 - Oct 1 2017 Total Before Discounts:						USD 136,344.00
Year 2 - Oct 1 2017 Net Amount Due:						USD 136,344.00

Year 3 - Oct 1 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
48	85165	UNLIMITED EVIDENCE.COM FLEET: YEAR 3 PAYMENT	USD 468.00	USD 22,464.00	USD 0.00	USD 22,464.00
90	85125	EVIDENCE.COM UNLIMITED LICENSE YEAR 3 PAYMENT	USD 948.00	USD 85,320.00	USD 0.00	USD 85,320.00
3,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	89301	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 468.00	USD 1,404.00	USD 0.00	USD 1,404.00
90	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
25	88301	STANDARD EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 300.00	USD 7,500.00	USD 0.00	USD 7,500.00
500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
90	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 16,200.00	USD 0.00	USD 16,200.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
16	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 3,456.00	USD 0.00	USD 3,456.00
Year 3 - Oct 1 2018 Total Before Discounts:						USD 136,344.00
Year 3 - Oct 1 2018 Net Amount Due:						USD 136,344.00

Year 4 Oct 1 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
48	85166	UNLIMITED EVIDENCE.COM FLEET: YEAR 4 PAYMENT	USD 468.00	USD 22,464.00	USD 0.00	USD 22,464.00
90	85126	EVIDENCE.COM UNLIMITED LICENSE YEAR 4 PAYMENT	USD 948.00	USD 85,320.00	USD 0.00	USD 85,320.00
3,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	89401	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 1,404.00	USD 0.00	USD 1,404.00
90	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
25	88401	STANDARD EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 300.00	USD 7,500.00	USD 0.00	USD 7,500.00
500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
90	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 16,200.00	USD 0.00	USD 16,200.00
16	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 3,456.00	USD 0.00	USD 3,456.00
Year 4 Oct 1 2019 Total Before Discounts:						USD 136,344.00
Year 4 Oct 1 2019 Net Amount Due:						USD 136,344.00

Year 5 - Oct 1 2020

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
48	85167	UNLIMITED EVIDENCE.COM FLEET: YEAR 5 PAYMENT	USD 468.00	USD 22,464.00	USD 0.00	USD 22,464.00
90	85127	EVIDENCE.COM UNLIMITED LICENSE YEAR 5 PAYMENT	USD 948.00	USD 85,320.00	USD 0.00	USD 85,320.00
3,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	89501	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 468.00	USD 1,404.00	USD 0.00	USD 1,404.00
90	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
25	88501	STANDARD EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 300.00	USD 7,500.00	USD 0.00	USD 7,500.00
500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
90	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 16,200.00	USD 0.00	USD 16,200.00
16	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 3,456.00	USD 0.00	USD 3,456.00
Year 5 - Oct 1 2020 Total Before Discounts:						USD 136,344.00
Year 5 - Oct 1 2020 Net Amount Due:						USD 136,344.00

Subtotal	USD 705,412.00
Estimated Shipping & Handling Cost	USD 774.31
Grand Total	USD 706,186.31

TASER International
Protect Life. Protect Truth.

 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 Fax:

Adam Falco
 979-764-3507
 afalco@estx.gov

Quotation
Quote: Q-72500-1

Date: 6/9/2016 1:21 PM

Quote Expiration: 7/31/2016

Contract Start Date*: 6/20/2016

Contract Term: 5 years

AX Account Number:

484067

Bill To:
 College Station City Attorney's Office
 P.O. Box 9960 1101 Texas Ave.
 College Station, TX 77842
 US

Ship To:
 Adam Falco
 College Station City Attorney's Office
 P.O. Box 9960 1101 Texas Ave.
 College Station, TX 77842
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Randall Cooper		rcooper@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1 Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
0	88111	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	89111	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 1 Due Net 30 Total Before Discounts:						USD 0.00
Year 1 Due Net 30 Net Amount Due:						USD 0.00

Year 2 Due December 1, 2016

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
0	88211	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
5	89211	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 2 Due December 1, 2016 Total Before Discounts:						USD 0.00
Year 2 Due December 1, 2016 Net Amount Due:						USD 0.00

Year 3 Due December 1, 2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
0	88311	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	89311	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 3 Due December 1, 2017 Total Before Discounts:						USD 0.00
Year 3 Due December 1, 2017 Net Amount Due:						USD 0.00

Year 4 Due December 1, 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
0	88411	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	89411	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 4 Due December 1, 2018 Total Before Discounts:						USD 0.00
Year 4 Due December 1, 2018 Net Amount Due:						USD 0.00

Year 5 Due December 1, 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
0	88511	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	89511	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 5 Due December 1, 2019 Total Before Discounts:						USD 0.00
Year 5 Due December 1, 2019 Net Amount Due:						USD 0.00

Grand Total USD 0.00

Evidence.com Terms of Use Appendix

- 1** **Access Rights.** Upon the purchase or granting of a subscription from TASER and the opening of an Evidence.com account the Agency will have access and use of the Evidence.com Services for the storage and management of Agency Content during the subscription term (**Term**). The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services. TASER will also grant the College Station City Attorney's Office five (5) licenses to use Evidence.com, at no cost to the Agency or the City per Quote Q-72500-1 attached in the Quote Appendix.

- 2** **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and TASER obtains no rights to the Agency Content and the Agency Content are not business records of TASER. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. TASER will have limited access to Agency Content solely for the purpose of providing and supporting the Evidence.com Services to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Services will violate this Agreement or applicable laws.

- 3** **Evidence.com Data Security.**

 - 3.1. Generally.** TASER will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. TASER will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Log-in credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users which result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact TASER immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.

 - 3.2.** TASER agrees to provide, maintain and support its Software and subsequent updates, upgrades, and bug fixes such that Software is, and remains secure from vulnerabilities.

 - 3.3.** TASER agrees to preserve the confidentiality, integrity and accessibility of Agency data with administrative, technical and physical measures that conform to generally recognized industry standards, including the timely application of patches, fixes, virus protection and updates to operating systems and applications. TASER shall notify Agency as soon as practicable but no later than 24 hours of becoming aware of any act, error or omission, negligence, misconduct, or breach compromising or suspected to compromise the security, confidentiality, or integrity or Agency's data, TASER cooperate with Agency in investigating the occurrence, including making available all relevant data.

- 3.4.** The Agency and TASER agree to make immediate notification of any unauthorized use of any site or service username or account or any other known or suspected breach of security;
- 3.5. FBI CJIS Security Addendum.** For customers based in the United States, TASER agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement. Upon request, TASER will provide a copy of the CJIS Security Addendum to the City.
- 4. TASER Support.** TASER will make available updates as released by TASER to the Evidence.com Services. Updates may be provided electronically via the Internet. TASER will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.
- 5. Data Privacy.** TASER will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. TASER will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow TASER access to certain information from the Agency in order to: (a) perform troubleshooting services for the account upon request or as part of TASER's regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
- 6. Data Storage.** TASER will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, TASER will ensure that all Agency Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. TASER may transfer Agency Content to third parties, subject to the same CJIS FBI Security Standards as set forth in this Agreement, for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by TASER for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License unlimited data may be stored in the Agency's Evidence.com account if the data originates from a TASER device. For use of Totally Unlimited Evidence.com Licenses TASER reserves the right to limit the types of content the Agency can store and share using the Services.
- 7. Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. After providing the Agency 30 days' notice that it has exceeded its purchased storage amounts, as referenced in the Quote, TASER reserves the right to charge additional fees for exceeding purchased storage amounts or for TASER's assistance in the downloading or exporting of Agency Content.
- 8. Suspension of Evidence.com Services.** TASER may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice in accordance with the following:
- 8.1.** The Termination provisions of the Master Service Agreement apply;
- 8.2.** The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject TASER, TASER's affiliates, or any third party to liability, or (iv) may be fraudulent;

8.3. If TASER suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. TASER will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.

9 **Software Services Warranty.** TASER warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. TASER disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.

10 **License Restrictions.** Neither the Agency nor any Agency end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of TASER or TASER's licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use TASER's trademarks in accordance with the TASER Trademark Use Guidelines (located at www.TASER.com).

Professional Services Appendix

1 **Scope of Services.** The project scope will consist of the Services identified on the Quote.

1.1. The Package for the Axon and Evidence.com related Services are detailed below:

<p>System set up and configuration Setup Axon® Mobile on smart phones Configure categories & custom roles based on Agency need. Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access. Work with IT to install EVIDENCE Sync software on locked-down computers. One on-site session Included</p>
<p>Dock installation Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary. Authenticate Dock with Evidence.com using "admin" credentials from Agency. Work with Agency's IT to configure its network to allow for maximum bandwidth and proper operation within Agency's network environment. On site Assistance Included</p>
<p>Dedicated Project Manager Assignment of a specific TASER representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.</p>
<p>Weekly project planning meetings Project Manager will develop a Microsoft Project plan for the rollout of Axon camera units, Docks and Evidence.com account training based on size, timing of rollout and Agency's desired level of training. Up to 4 weekly meetings leading up to the Evidence.com Dock installation of not more than 30 minutes in length.</p>
<p>Best practice implementation planning session—1 on-site session to: Provide considerations for establishment of video policy and system operations best practices based on TASER's observations with other agencies. Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management. Provide referrals of other agencies using the Axon camera products and Evidence.com services Create project plan for larger deployments. Recommend rollout plan based on review of shift schedules.</p>
<p>System Admin and troubleshooting training sessions 2 on-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.</p>
<p>Axon instructor training Prior to general user training on Axon camera systems and Evidence.com services, TASER's on-site professional services team will provide training for instructors who can support the Agency's subsequent Axon camera and Evidence.com training needs.</p>
<p>End user go live training and support sessions Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, Evidence.com and EVIDENCE Sync.</p>
<p>Implementation document packet Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>
<p>Post go live review session</p>

1.2. Additional training days may be added on to any service package for additional fees set forth in the Quote.

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- 2 **Out of Scope Services.** TASER is responsible to perform only the Services described on the Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope.
- 3 **Delivery of Services.**
- 3.1. **Hours and Travel.** TASER personnel will work within normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. central time, except federal holidays unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by the Parties in advance. Travel time by TASER personnel to Agency premises will not be charged as work hours performed.
- 3.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.
- 4 **Authorization to Access Computer Systems to Perform Services.** The Agency authorizes TASER to access relevant Agency computers and network systems solely for the purpose of performing the Services. TASER and Agency to jointly agree on the method and procedures for access to Agency computers and network systems. TASER is prohibited from using Agency data for any purpose other than providing service to Agency. TASER is prohibited from scanning any email or evidence files for the purpose of data mining, advertising or any other similar activity. TASER will work diligently to identify as soon as reasonably practicable the resources and information TASER expects to use, and will provide an initial itemized list to the Agency. The Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by the Agency.
- 5 **Site Preparation and Installation.** Prior to delivering any Services, TASER will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or TASER), the Agency must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by TASER under this Agreement, including the environmental specifications for the Products, TASER will provide the updates or modifications to Agency when they are generally released by TASER to TASER customers.
- 6 **Acceptance Checklist.** TASER will present an Acceptance Checklist (**Checklist**) upon completion of the Services that will exactly mirror the description of services within this Section. The Agency will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that TASER did not complete the Services in substantial conformance with this Agreement, the Agency must notify TASER in writing of the specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist. TASER will address the issues and then will re-present the Checklist for approval and signature. If TASER does not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Services within 7 calendar days of delivery of the Checklist, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.

- 7** **Liability for Loss or Corruption of Data.** The Agency is responsible for: (i) instituting proper and timely backup procedures for Agency software and data; (ii) creating timely backup copies of Agency software or data that may be damaged, lost, or corrupted due to TASER's provision of Services; and (iii) using backup copies to restore any Agency software or data in the event of any loss of, damage to, or corruption of the operational version of Agency software or data, even if such damage, loss, or corruption is due to TASER negligence. TASER will use commercially reasonable efforts to prevent the damage, loss or corruption of Agency's data.

TASER Assurance Plan Appendix

The TASER Assurance Plan or "TAP" has been purchased as part of the Quote attached to this Agreement. TAP provides hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP Term. TAP only applies to the TASER Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

- 1** **TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the beginning of the TAP Term and continues as long as the Agency continues to pay the required annual fees for TAP. The Agency may not have both an optional extended warranty and TAP on the Axon camera/Dock product. TAP for the Axon camera products also includes free replacement of the Axon flex controller battery and Axon body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.

- 2** **TAP Term.** TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.

- 3** **SPARE Product.** TASER will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (collectively the "Spare Products") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at TASER's sole option. The Agency may not buy a new TAP for the replacement product or the Spare Product.
 - 3.1.** Within 30 days of the end of the TAP Term the Agency must return to TASER all Spare Products. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh the allotted number of Spare Products with Upgrade Models if the Agency purchases a new TAP for the Upgrade Models.

- 4** **TAP Officer Safety Plan (OSP).** In the event the Agency purchases the Officer Safety Plan during the Term, this Section will apply. The Officer Safety Plan includes the benefits of the Evidence.com Unlimited License (which includes unlimited data storage for Axon camera and Evidence Mobile generated data in the Evidence.com Services and TAP for the Axon Camera), TAP for Evidence.com Dock, one TASER brand CEW with a 4-year Warranty, one CEW battery, and one CEW holster. At any time during the OSP term the Agency may choose to receive the CEW, battery and holster by providing a \$0 purchase order. At the time elected to receive the CEW, the Agency may choose from any current CEW model offered. The OSP plan must be purchased for a period of 5 years. If the OSP is terminated before the end of the term and the Agency did not receive a CEW, battery or holster, then we will have no obligation to reimburse for those items not received. If OSP is terminated before the end of the term and the Agency received a CEW, battery and/or holster then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the OSP before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to TASER within 30 days of the date of termination.

- 5** **TAP Upgrade Models.** Upgrade Models are to be provided as follows during and/or after the TAP Term: (i) an upgrade will provided in year 3 if the Agency purchased 3 years of Evidence.com services with Ultimate Licenses or Unlimited Licenses and all TAP payments are made; or (ii) 2.5 years after the Effective Date and once again 5 years after the Effective Date if the Agency purchased 5 years of Evidence.com services with an Ultimate License or Unlimited Licenses or OSP and made all TAP payments.

Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after the Upgrade Models are received, the Agency must return the products to TASER or TASER will deactivate the serial numbers for the products received unless the Agency purchases additional Evidence.com licenses for the Axon camera products the Agency is keeping. The Agency may buy a new TAP for any Upgraded Model.

5.1. TAP Axon Camera Upgrade Models.

5.1.1. If the Agency purchased TAP for Axon Cameras as a stand-alone service, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same product or a like product, at TASER's sole option. TASER makes no guarantee that the Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

5.1.2. If the Agency purchased Unlimited License or OSP, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.

5.2. TAP Dock Upgrade Models. TASER will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at TASER's sole option. If the Agency would like to change product models for the Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

- 6** **TAP Termination.** If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com services then TASER may terminate TAP and all outstanding Product related TAPs. TASER will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

6.1. TAP coverage will terminate as of the date of termination and no refunds will be given.

6.2. TASER will not and has no obligation to provide the free Upgrade Models.

6.3. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided under TAP.F If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.

6.4. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

6.5. If the Agency received Axon Products free of charge and TAP is terminated before the end of the

term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the TAP before the termination date; or (b) only in the case of termination for non-appropriations, return the Products to TASER within 30 days of the date of termination.

Axon Integration Services Appendix

1. **Term.** The term of this SOW commences on the Effective Date. The actual work to be performed by TASER is not authorized to begin until TASER receives the signed Agreement or a purchase order for the Integration Services, whichever is first.
2. **Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the EVIDENCE.com services to interact with the Agency's RMS so that Agency's licensees may use the integration module to automatically tag the AXON® recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the AXON video meta-data saved to the EVIDENCE.com services based on data already maintained in the Agency's RMS. TASER is responsible to perform only the Integration Services described in this SOW and any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of the scope and may result in additional fees.
3. **Pricing.** All Integration Services performed by TASER will be rendered in accordance with the fees and payment terms set forth in the Quote.
4. **Delivery of Integration Services.**
 - 4.1 **Support After Completion of the Integration Services.** After completion of the Integration Services and acceptance by the Agency, TASER will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the Agency. TASER will also provide support services that result because of a change or modification in the EVIDENCE.com services at no additional charge as long as the Agency maintains EVIDENCE.com subscription licenses and Integration Module Licenses, and as long as the change is not required because the Agency changes its RMS. Thereafter, any additional support services provided to the Agency will be charged at TASER's then current standard professional services rate.
 - 4.2 **Changes to Services.** Changes to the scope of the Integration Services must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.
 - 4.3 **Warranty.** TASER warrants that it will perform the Integration Services in a good and workmanlike manner.
5. **Acceptance.** TASER will present Agency with a completed Checklist (**Checklist**) certifying TASER's completion of the Integration Services. If Agency reasonably believes that TASER did not complete the Integration Services in substantial conformance with this SOW, Agency must notify TASER in writing of its specific reasons for rejection within 7 calendar days from delivery of the Checklist to the Agency. TASER will address the Agency's issues and will re-present the Checklist for the Agency's review. If TASER does not receive a written notification of the reasons for rejection of the Checklist, the absence of a response will constitute Agency's affirmative acceptance of the Integration Services, and a waiver of any right of rejection.
6. **Agency's Responsibilities.** TASER's successful performance of the Integration Services depends upon the Agency's:
 - 6.1 Making available its relevant systems, including its current RMS, for assessment by TASER (including making these systems available to TASER via remote access if possible);
 - 6.2 Making any required modifications, upgrades or alterations to Agency's hardware, facilities,

- systems and networks related to TASER's performance of the Integration Services;
- 6.3 Providing access to the building facilities and where TASER is to perform the Integration Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to TASER representatives performing the Integration Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Integration Services);
 - 6.4 Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for TASER to provide the Integration Services;
 - 6.5 Promptly installing and implementing any and all software updates provided by TASER;
 - 6.6 Ensuring that all appropriate data backups are performed;
 - 6.7 Providing to TASER the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by TASER;
 - 6.8 Providing TASER with remote access to the Agency's Evidence.com account when required for TASER to perform the Integration Services;
 - 6.9 Notifying TASER of any network or machine maintenance that may impact the performance of the integration module at the Agency; and
 - 6.10 Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to TASER (these contacts are to provide background information and clarification of information required to perform the Integration Services).

7 **Authorization to Access Computer Systems to Perform Services.** Integrations Licenses do not begin until Year 2 because Agency is changing CAD/RMS systems. Agency is scheduled for March 2017 installation of new system. Once the new CAD/RMS system is installed, TASER will work with Agency to begin Integration services. Agency does not desire to integrate with their current system. Agency authorizes TASER to access Agency's relevant computers, network systems, and RMS solely for the purpose of performing the Integration Services. TASER will work diligently to identify as soon as reasonably practicable the resources and information TASER expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency. TASER is prohibited from using Agency data for any purpose other than providing service to Agency. TASER is prohibited from scanning any email or evidence files for the purpose of data mining, advertising or any other similar activity.

8 **Definitions.**
"Integration Services" means the professional services provided by TASER pursuant to this SOW.

AXON Forensic Suite Software Appendix

Use of any of the Axon Forensic Suite Software including Axon Convert, Axon Five and Axon Detect (Software) indicates agreement to the terms below. The Software, all executable instructions, images, icons, sound, and text incorporated in the Software, is owned by Amped Software SRL. (Amped) and is protected by United States copyright laws and international treaty provisions. Except to the extent expressly licensed in this Agreement, all rights are reserved to Amped. This Appendix will only apply in the event Agency purchases any of the Axon Forensic Suite Software Products.

- 1. License Grant.** TASER grants a non-exclusive, royalty-free, worldwide right and license to use the Software, where "use" and "using" in this Agreement mean storing, loading, installing, or executing the Software exclusively for data communication with an Amped or a TASER product. This Software may be used in a networked environment on computers other than the computer on which the Software is installed provided that each execution of the Software is for data communication with an Amped or a TASER product. Copies and adaptations of the Software may be made for archival purposes and when copying or adaptation is an essential step in the authorized use of the Software provided that the Agency retains all copyright, trademark, and proprietary notices in the original Software on all copies or adaptations. The Agency may copy the written materials accompanying the Software.
- 2. Definitions.** "Amped Software" means the computer software programs available developed by Amped and the name of the applications are Amped Five Professional, Amped Five First Responder, Amped DVRCONV, and AMPED AUTHENTICATE. "Amped Copyrights" means Amped's copyrights in and to Amped Five.
- 3. License Restrictions.** The Agency may not use the Software in any manner or for any purpose other than as expressly permitted by this Agreement. The Agency may not: (a) modify, alter, tamper with, repair, or otherwise create derivative works of the Software; (b) reverse engineer, disassemble, or decompile the Software or apply any other process or procedure to derive the source code of the Software, or allow any others to do the same; (c) access or use the Software in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) copy the Software in whole or part, except as expressly permitted in this Agreement; (e) use trade secret information contained in the Software, except as expressly permitted in this Agreement; (f) resell, rent, loan or sublicense the Software; (g) access the Software in order to build a competitive product or service or copy any features, functions or graphics of the Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Amped or TASER licensors on or within the Software or any copies of the Software. All licenses granted to the Agency in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. During the term of use of the Software and after, the Agency will not assert, nor authorize, assist, or encourage any third party to assert, against TASER or any TASER affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding the Software.
- 4. Support.** The Agency acknowledges that TASER offers no guarantee of support or maintenance for Amped FIVE until purchased. Once purchased, TASER will offer support of Amped Five for one year at support@taser.com. On or before the one year anniversary of purchase, the Agency may purchase additional years of support at current pricing. Should no support package be purchased, ongoing support and updates are discontinued by Amped for product, even though the Agency license remains valid for perpetual use.
- 5. Remedies.** THE AGENCY'S EXCLUSIVE REMEDY IS, AT TASER'S SOLE OPTION, REPAIR OR REPLACEMENT OF THE SOFTWARE OR REFUND OF PART OR ALL OF THE LICENSE FEE, IF ANY, PAID BY THE AGENCY FOR THE SOFTWARE.
- 6. Termination.** This Agreement will continue for the duration of Amped's copyright in the Software, unless earlier terminated as provided in this Agreement. TASER may terminate the license immediately without notice

for failure to comply with any of the terms set forth in this Agreement. Upon termination, the Agency must immediately destroy the Software, together with all copies, adaptations and merged portions thereof in any form. Obligations to pay accrued charges or fees will survive the termination of this Agreement.

- 7. Export Controls (U.S. and Canada Only).** EXPORT OF THIS SOFTWARE IS PROHIBITED. SOFTWARE MAY NOT BE EXPORTED WITHOUT THE PRIOR EXPRESSED WRITTEN APPROVAL OF TASER. UNAUTHORIZED EXPORT OF SOFTWARE IS PROHIBITED BY TASER AND CONSIDERED A VIOLATION OF LICENSE AGREEMENT.

Insurance Requirements and Certificates of Insurance Appendix

Throughout the term of this Agreement TASER must comply with the following:

I. Standard Insurance Policies Required:

- A. Commercial General Liability
- B. Cyber Liability
- C. Business Automobile Liability
- D. Workers' Compensation

II. General Requirements Applicable to All Policies:

- A. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent
- B. Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement in this Appendix; and shall be approved by the City before work begins
- C. Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only
- D. The City will accept only Insurance Carriers licensed and authorized to do business in the State of Texas
- E. The City will not accept "claims made" policies
- F. Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City

III. Commercial General Liability

- A. General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
- B. Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- C. Limits of liability must be equal to or greater than \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000.00. Limits shall be endorsed to be per project
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
- E. The coverage shall not exclude: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability

IV. Cyber Liability - Coverage with limits of liability not less than \$1,000,000 per claim/\$2,000,000 aggregate for Third Party losses including, but not limited to:

- A. Network and Information Security
- B. Communication and Media Liability
- C. Violation of Right of Privacy
- D. Programming Errors & Omissions Liability
- E. Regulatory Defense Expenses
- F. First Party Losses including but not limited to:
 - a. Security Breach and Notification Expenses
 - b. Crisis Management

- c. Computer Program and Electronic Data Restoration Expenses
- d. Extortion Threats
- e. Business Income and Extra Expenses
- f. Public Relations Expenses
- g. Security Breach Expenses

V. Business Automobile Liability

- A.** Business Automobile Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide
- B.** Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- C.** Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage
- D.** The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page
- E.** The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos

VI. Workers' Compensation Insurance

- A.** Workers compensation insurance shall include the following terms:
 - 1.** Employer's Liability limits of liability not less than \$1,000,000 for each accident/each disease/each employee are required
 - 2.** "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04"
 - 3.** TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY" (AOS)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/07/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services west, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Taser International, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	INSURER A:	Lexington Insurance Company
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 570062402665** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Occurrence Policy for Non-ECD <input checked="" type="checkbox"/> Claims Made Policy for ECD Taser Only GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:			028182385 GL - Claims Made SIR applies per policy terms & conditions 021391643 GL - Occurrence SIR applies per policy terms & conditions	12/15/2015	12/15/2016	EACH OCCURRENCE \$10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) Excluded MED EXP (Any one person) Excluded PERSONAL & ADV INJURY Included GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$10,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The General Liability occurrence policy and the Claims Made policy share the limit. City of College Station, its officers, agents, volunteers and employees are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

City of College Station
 Attn: Risk Management
 PO Box 9960
 College Station TX 77842 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570062402665



ENDORSEMENT

This endorsement, effective 12:01 AM 12/15/2015

Forms a part of policy no.: 028182385

Issued to: TASER INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT

- A. **Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."
- B. The insurance provided to the above described additional insured under this endorsement is limited as follows:
1. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I - Coverages) only.
 2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product" for that additional insured.
 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.
 4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
 - i The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - ii Supervisory, inspection, architectural or engineering activities.
 5. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "products-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.

6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary or non-contributory basis.
- C. Subparagraph (1)(a) of the Pollution exclusion paragraph 2.f., Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) does not apply to you if the "bodily injury" or "property damage" arises out of "your work" or "your product" performed on premises which are owned or rented by the additional insured at the time "your work" or "your product" is performed.
- D. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions.



Authorized Representative

ENDORSEMENT # 012

This endorsement, effective 12:01 AM 12/15/2014

Forms a part of policy no.: 021391643

Issued to: TASER INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT

- A. **Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."
- B. The insurance provided to the above described additional insured under this endorsement is limited as follows:
 - 1. **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** (Section I - Coverages) only.
 - 2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product" for that additional insured.
 - 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.
 - 4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
 - i The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - ii Supervisory, inspection, architectural or engineering activities.
 - 5. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "products-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.

6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary or non-contributory basis.
- C. Subparagraph (1)(a) of the Pollution exclusion paragraph 2.f., Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) does not apply to you if the "bodily injury" or "property damage" arises out of "your work" or "your product" performed on premises which are owned or rented by the additional insured at the time "your work" or "your product" is performed.
- D. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions.



**Authorized Representative OR
Countersignature (In states where applicable)**



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/07/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd, Suite 700 Phoenix AZ 85016 USA	CONTACT NAME: _____		
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105	
E-MAIL ADDRESS: _____			
INSURED Taser International, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Colony Insurance Company		39993
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

Holder Identifier :

Certificate No : 570062402867

COVERAGES **CERTIFICATE NUMBER:** 570062402867 **REVISION NUMBER:** _____

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/OP AGG
	AUTONOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> RERD AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	E&O-Technology			E0407121 Cyber & Professional E&O	09/18/2015	09/18/2016	Per Claim Aggregate \$5,000,000 Deductible \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of College Station, its officers, agents, volunteers and employees are included as Additional Insured in accordance with the policy provisions of the Cyber Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

City of College Station Attn: Risk Management PO Box 9960 College Station TX 77842 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/07/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback rd. Suite 700 Phoenix AZ 85016 USA	CONTACT NAME: PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105 E-MAIL ADDRESS:														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Casualty Insurance Co</td> <td>29424</td> </tr> <tr> <td>INSURER B: Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Casualty Insurance Co	29424	INSURER B: Twin City Fire Insurance Company	29459	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER A: Hartford Casualty Insurance Co	29424														
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Taser International, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA															

COVERAGES **CERTIFICATE NUMBER:** 570062402674 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/POP AGG
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			59 UUN UL7844	09/11/2015	09/11/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	59WEPE1196	09/11/2015	09/11/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of College Station, its officers, agents, volunteers and employees are included as Additional Insured in accordance with the policy provisions of the Automobile Liability policy. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the workers' compensation policy.

CERTIFICATE HOLDER City of College Station Attn: Risk Management PO Box 9960 College Station TX 77842 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>
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Holder Identifier :

Certificate No : 570062402674



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 59 WE PE1196

Endorsement Number:

Effective Date: 09/11/15 **Effective hour is the same as stated on the Information Page of the policy.**

Named Insured and Address: TASER INTERNATIONAL, INC.

17800 N 85TH ST
SCOTTSDALE, AZ 85255

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION
FROM WHOM YOU ARE REQUIRED
BY WRITTEN CONTRACT OR
AGREEMENT TO OBTAIN THIS
WAIVER OF RIGHT FROM US

Countersigned by _____
Authorized Representative

Form WC 00 03 13 Printed in U.S.A.
Process Date: 09/27/15

Policy Expiration Date: 09/11/16



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TEXAS WAIVER OF OUR RIGHT TO
RECOVER FROM OTHERS ENDORSEMENT**

Policy Number: 59 WE PE1196 ✓

Endorsement Number:

Effective Date: 09/11/15 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: TASER INTERNATIONAL, INC.

17800 N 85TH ST
SCOTTSDALE, AZ 85255

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out

of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Special Waiver
Name of person or organization

- (X) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
ALL TEXAS OPERATIONS

3. Premium: INCL
The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: INCL



Legislation Details (With Text)

File #: 16-0308 **Version:** 1 **Name:** Rezoning – 3120 Holleman Drive South

Type: Rezoning **Status:** Agenda Ready

File created: 5/11/2016 **In control:** City Council Regular

On agenda: 6/23/2016 **Final action:**

Title: Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from MF Multi-Family to T Townhome for approximately 14.613 acres being German Acres, Lots 4 thru 10, more generally located south of Cain Road between Holleman Drive South and Old Wellborn Road, generally located at 3120 Holleman Drive South.

Sponsors: Jenifer Paz

Indexes:

Code sections:

Attachments: [Background Information](#)
[Aerial and Small Area Map](#)
[Ordinance](#)

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from MF Multi-Family to T Townhome for approximately 14.613 acres being German Acres, Lots 4 thru 10, more generally located south of Cain Road between Holleman Drive South and Old Wellborn Road, generally located at 3120 Holleman Drive South.

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure
- Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item on May 5, 2016 and voted 5-0 to recommend approval.

Summary: **REZONING REVIEW CRITERIA**

- 1. Consistency with the Comprehensive Plan:** The subject area is designated on the Comprehensive Plan Future Land Use and Character Map as Urban. The Comprehensive Plan states that this designation is for areas that should have the most intense level of development which includes townhomes. The proposed zoning would allow for townhome development consistent with the Comprehensive Plan.

- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The property immediately to the northwest across Cain Road is developed with fourplex homes. Properties to the northeast and southwest are developed as single-family homes, however, this area is designated for urban density in the future. To the south is a planned townhome development that will incorporate the subject property. The proposed rezoning is compatible with the existing and future land use character of this area.
- 3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The property will be incorporated with the townhome development to the south with access to existing street network. The subject property is suitable for the proposed townhome expansion as permitted in the T Townhome zoning district.
- 4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property is currently zoned for MF Multi-Family. The property is suitable for multi-family development, however, the Barracks II townhome development is proposing expansion to this area.
- 5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The subject property is marketable with its current zoning of MF Multi-Family, however, the requested rezoning allows for the extension of the Barracks II townhome development.
- 6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** Water service will be provided by Wellborn Special Utility District. The subject property is located in the Steeplechase Wellborn Sanitary Sewer impact fee area. The site will have sewer access via 12-inch sanitary sewer main that is currently being constructed with the Barracks II Phase 401 plat.

The subject property is located in the Bee Creek drainage basin. The natural conveyance path is towards Cain Road & Bee Creek Tributary B.3. Detention will be required with the development.

The property has access via Cain Road, a minor collector currently constructed to a rural section, and will extend Towers Parkway, a minor collector, and Commando Trail, a residential street. A Traffic Impact Analysis was performed for the previous rezoning request. This rezoning request will generate fewer trips than the current zoning designation. Texas A&M University Transit Services has announced transit service is expected to be provided to the area beginning in fall 2016. Transit service to the development has a positive effect on the Level of Service (LOS), assuming a 15% trip reduction due to transit at all study intersections. The TIA did identify the need for a left-turn lane on Holleman Drive South to Cain Road be constructed by this development with the first access connection to Cain Road.

Drainage and other public infrastructures required with the site shall be designed and constructed in accordance with the B/CS Unified Design Guidelines. Existing infrastructures appear to currently have capacity to adequately serve the proposed use.

Budget & Financial Summary: N/A

Legal Review: Yes

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: May 5, 2016
Advertised Council Hearing Date: May 26, 2016

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

The Barracks at Rock Prairie Owners Association

Property owner notices mailed: 10
Contacts in support: None at the time of staff report.
Contacts in opposition: None at the time of staff report.
Inquiry contacts: None at the time of staff report.

ADJACENT LAND USES

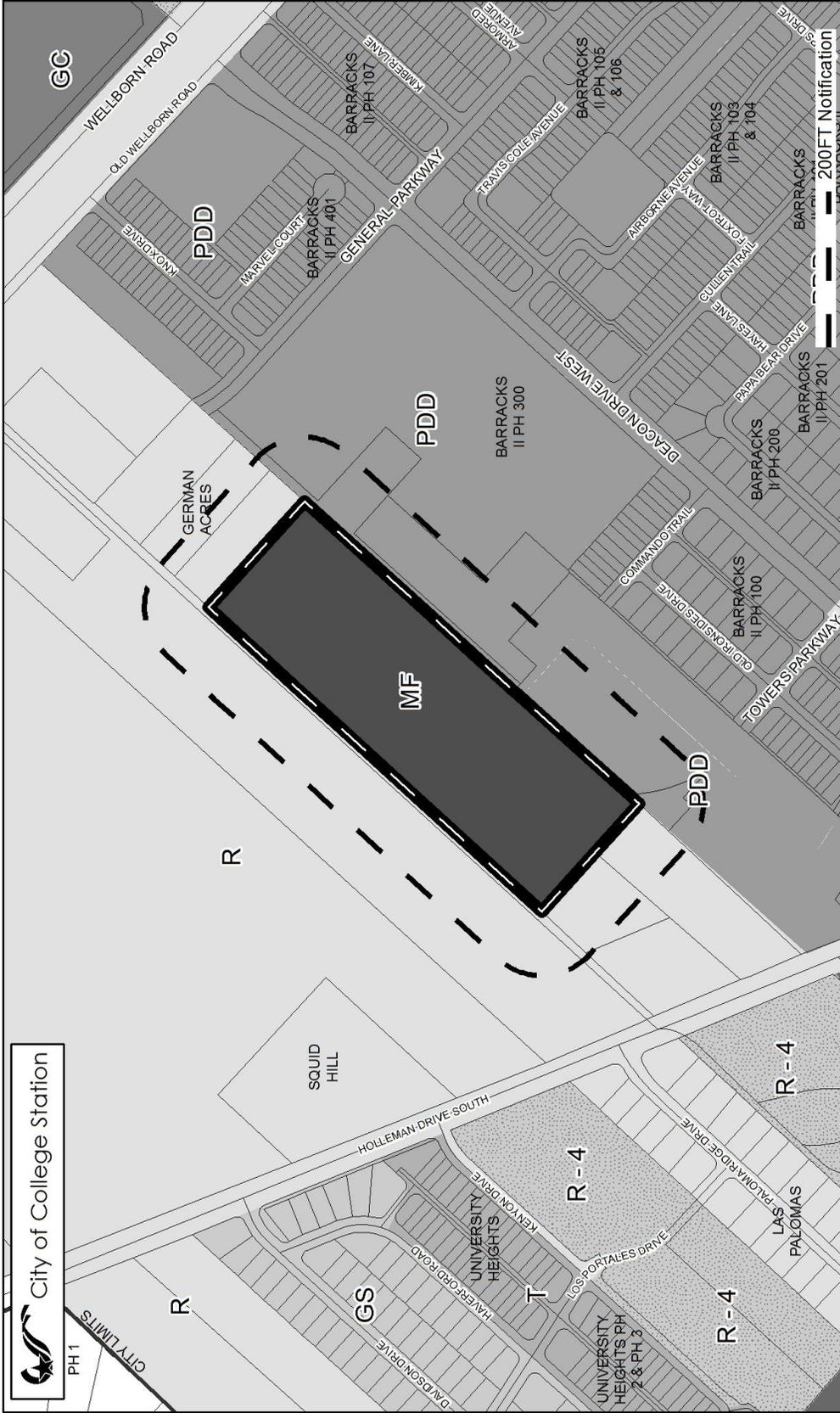
Direction	Comprehensive Plan	Zoning	Land Use
Northwest (Across Cain Road)	Urban	R Rural	Multi-Family
South	General Suburban	PDD Planned Development District	Townhomes/Barracks II Development
Northeast	Urban	R Rural	Single-Family
Northwest	Urban	R Rural	Single-Family

DEVELOPMENT HISTORY

Annexation: 2002
Zoning: Properties zoned A-O Agricultural Open upon Annexation.
2014 – A-O Agricultural Open renamed to R Rural
2015 – Rezoned to MF Multi-Family

Final Plat: The property was platted as German Acres in 1995. If the rezoning is approved, a preliminary plan for The Barracks II will incorporate the subject property and the site will be subdivided to allow for the townhome development.

Site development: Property is vacant.



City of College Station

ZONING DISTRICTS (in Grayscale)

Residential	MU	Mixed-Use	CI	Commercial Industrial	Design Districts	Overlay Districts	Retired Districts
R	MHP	Manufactured Home Pk.	BPI	Business Park	WPC	OV	R-1B
E	Restricted Suburban	Non-Residential	C-U	Business Park Industrial	NG-1	RDD	Single Family Residential
RS	General Suburban	Natural Area Protected	C-U	College and University	NG-2	KO	Multi-Family
D	Duplex	Office	Planned Districts	College and University	NG-3	NPO	High Density Multi-Family
T	Townhome	Suburban Commercial	P-MUD	Planned Mixed-Use Dist.	NCO	NCO	Research and Dev.
MF	Multi-Family	General Commercial	PDD	Planned Develop. Dist.	HP	HP	Light Industrial
							Heavy Industrial

BARRACKS II - CAIN ROAD

Case: REZ2016-000013

REZONING

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 12-4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM MF MULTI-FAMILY TO T TOWNHOMES FOR APPROXIMATELY 14.613 ACRES FOR THE PROPERTY BEING SITUATED IN THE CRAWFORD BURNETT LEAGUE A-7 SURVEY, COLLEGE STATION, BRAZOS COUNTY, TEXAS BEING LOTS 4-10 OF THE GERMAN ACRES SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 2393, PAGE 91 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, MORE GENERALLY LOCATED SOUTH OF CAIN ROAD BETWEEN HOLLEMAN DRIVE SOUTH AND OLD WELLBORN ROAD, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A" and as shown graphically in Exhibit "B", attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 26th day of May, 2016

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from MF Multi-Family to T Townhomes, as graphically depicted in Exhibit "B":

Approximately 14.613 acres of land located in the Crawford Burnett League A-7 Survey, College Station, Brazos County, Texas, being Lots 4-10 of the German Acres Subdivision, according to the plat recorded in Volume 2393, Page 91 of the Official Public Records of Brazos County, Texas.

