City of West University Place

A Neighborhood City

CITY COUNCIL
Bob Higley, Mayor
Kevin Trautner, Mayor Pro Tem
Lauri Lankford, Councilmember
John P. Barnes, Councilmember
Ed Sobash, Councilmember

STAFF
David J. Beach, City Manager
Alan Petrov, City Attorney
Thelma Gilliam, City Secretary

City Council Meeting Agenda

Notice is hereby given of a **workshop and regular meeting** of the West University Place City Council to be held on **Monday, April 13, 2020** beginning at **5:30 p.m.** in the **Municipal Building** located at 3800 University Boulevard, West University Place, Texas, for the purpose of considering the agenda of items.

Due to the COVID 19 Disaster and CDC's recommendation regarding social distancing measures, the public will not be allowed to be physically present at this meeting, City Council will be meeting via teleconference and will be audible to members of the public and allow for two-way communications for those desiring to participate.

Residents can participate in two ways:

- Call toll-free number at 1-844-648-1102; or
- By logging on and follow link https://join.me/414-735-688 by placing your cursor over the link and hitting ctrl + click**.**

Meeting ID for both is 414-735-688.

Any person interested in speaking on any item on the agenda or during public comments must submit his/her request via email to the City Secretary at tgilliam@westutx.gov. The request must include the speaker's name, address, the phone number that will be for the call (in order to identify you) and the agenda item number, if applicable, and must be received prior to the posted time of the meeting.

Note: All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and, if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

The agenda packet is accessible to the public on the City's website. After the meeting, a recording of this meeting will be made available to the public.

WORKSHOP (5:30 PM in the Bill Watson Conference Room)

1. **Call Workshop to Order**

2. **90% Update to Council on Buffalo Speedway**
   Matters related to an update on Buffalo Speedway and enhancement options. *Recommended Action: Discuss and provide staff with direction regarding enhancements.* ***Mr. Gerardo Barrera, Public Works Director***

   Residents can join to view the presentation during the meeting at https://join.me/414-735-688 by placing your cursor over the link and hitting ctrl + click**.** Meeting ID for both is 414-735-688.

3. Adjourn Workshop

REGULAR MEETING (6:30 PM in the Council Chambers)

4. Call Regular Meeting to Order

5. Pledge of Allegiance

6. Public Comments

This is an opportunity for citizens to speak to the Council relating to agenda and non-agenda items. If the topic the speaker wishes to address is on the agenda, the speaker can either speak at this time or defer his/her comments until such time the item is discussed.

Speakers are advised that comments cannot be received on matters which are the subject of a public hearing once the hearing has been closed. Public comments must be kept relevant to the subject before the Council. The presiding officer shall rule on the relevance of comments.

Persons making irrelevant, personal, impertinent, or slanderous remarks may be barred by the presiding officer from further comment before the Council during the meeting. Speakers are required to register in advance and must limit their presentations to three minutes each.

7. Municipal Building Audio-Visual Upgrades

Matters related to awarding the contract for audio-visual improvements for the Municipal Building Council Chambers and Bill Watson Conference Room. *Recommended Action: Approve contract with CCS Presentation Systems for audio-visual improvements.* ***Mr. Tim Dang, IT Director*** [see Agenda Memo 7]

8. Information and Updates related to COVID-19

Matters related to COVID-19. *Recommended Action: Discuss and take any desired action.* ***Mr. Dave Beach, City Manager and Mr. Aaron Taylor, Fire Chief and Emergency Management Coordinator*** [see Agenda Memo 8]

9. Consent Agenda

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

A. City Council Minutes

Approve the City Council Workshop Minutes of March 9, 2020 and March 23, 2020. [see Action Minutes]

B. Appointment of Members to Friends of West U Parks Fund Board

Matters related to a resolution appointing members to the Friends of West U Parks Fund Board. *Recommended Action: Appoint Kim Eads and Mary Frances to the Friends of West U Parks Board.* ***Ms. Donna LaMond, Executive Director, FWUPF*** [see Agenda Memo 9B]

C. Goode Company Lease

Matters related to deferring rent payments with Goode Company for lease of the City's property consisting of approximately 1.0874 acres located on the south side of West Park Drive between Wakeforest Street and Dincans. *Recommended Action: Suspend contract with Goode Company until July 30, 2020 or the Be Safe - Stay Home Order is no longer in place, whichever comes first.* ***Mr. Dave Beach, City Manager*** [see Agenda Memo 9C]

D. Budget Amendment for Rollover Projects

Matters related to an ordinance amending the 2020 Budget to include rollover project amounts. *Recommended Action: Approve ordinance amending the 2020 Budget to include rollover*

project amounts on the first and final reading. ***Mr. Harrison Nicholson, Interim Finance Director*** [see Agenda Memo 9D]

E. Computer Aided Dispatch Software

Matters related to awarding a contract to Central Square for Computer Aided Dispatch software and authorizing the city manager to execute the contract. *Recommended Action: Award contract to CentralSquare and authorize the city manager to execute the contract.* ***Mr. Tim Dang, IT Director*** [see Agenda Memo 9E]

10. Adjourn Regular Meeting

With no other matter before the council, the meeting will adjourn.

In compliance with the Americans with Disabilities Act, if you plan to attend this public meeting and you have a disability that requires special arrangements, please contact City Secretary Thelma Gilliam at 713.662.5813 at least 24 hours prior to the meeting so that reasonable accommodations can be made to assist in your participation in the meeting. The Council Chambers is wheelchair accessible from the west entrance, and specially marked parking spaces are available in the southwest parking area. Special seating will be provided.

I certify that the attached notice and agenda of items to be considered by the West University Place City Council on April 13, 2020, was posted on the Municipal Building bulletin board on April 9, 2020, at approximately 4:45 pm. o'clock.

Thelma A. Gilliam

Thelma A. Gilliam, City Secretary

(SEAL)

AGENDA MEMO

Business of the City Council
City of West University Place, Texas

Meeting Date	04.13.20	**Agenda Item**	7
Approved by City Manager	Yes	**Presenter(s)**	Tim Dang, Director
Reviewed by City Attorney	Yes	**Department**	IT Department
Subject	Municipal Building Audio-Visual Upgrades		
Attachments	General Services Contract		
Financial Information	Expenditure Required:		$52,694
	Amount Budgeted:		$110,000
	Account Number:		301-7000-85002
	Additional Appropriation Required:		N/A
	Additional Account Number:		N/A

Executive Summary

Staff originally presented information on upgrades to the Municipal Buildings Audio Visual system to City Council at its January 13, 2020 meeting. Council requested staff to evaluate the recommended improvements and return to Council with proposed improvements that would meet the goal of allowing Council's remote participation.

Staff requested the vendor selected from the original bid process (CCS Presentation Systems) to restructure the original proposal to include a base proposal that meets the State of Texas requirements for remote participation and the provide add alternates for Council's consideration. As a reminder, the City utilized the State Cooperative Purchasing Network (BuyBoard) when receivingquotes.

Following is a breakout of CCS Presentation Systems proposal:

		Total	
Base	Upgrade control system, audio & video processors, speakers and microphones	$ 48,422	Staff Recommended
Option 1	Extends warranty & maintenance to 1-Year	$ 1,500	Staff Recommended
Option 2	Add audio recording ability to council chambers	$ 3,407	
Option 3	Add audio recording ability to conference room	$ 9,465	
Option 4	Add ADA listening - council chambers	$ 7,177	
Option 5	Add ADA listening - conference room	$ 7,177	
Option 6	Upgrade from 8 to 16 port switch (allows future expansion)	$ 2,772	Staff Recommended
Option 7	Add video integration between council chambers and conference room (overflow)	$ 14,064	Requries Option 6
Option 8	Change out existing 14-year old displays with larger & higher resolution displays	$ 5,504	
Option 9	Add ability to wireless send information for display	$ 1,544	
Option 10	Add video Conference ability to conference room	$ 12,139	Requires Options 6 & 7
	TOTAL:	$ 113,171	
	Base, plus Options 1 & 6:	$ 52,694	Min. Recommended by Sraff

Staff's Minimum Recommendation:
Staff is recommending the base bid, plus options 1 (extend warranty & maintenance to 1-year) and 6 (upgrade from an 8 to 16 port switch) for an amount of $52,694. This recommended scope meets the remote attendance requirements in the Council Chambers only. Below is a summary of the improvements:

- **Audio:** New Digital Signal Processor (DSP) that not only combines the microphone audio but as the name implies has processing built-in. There are EQ controls that will be programmed to provide the best possible sound from the microphones for the room.
- **Video**: Upgrade the video switcher to a new unit that supports digital signals that can handle new displays. The new switcher will increase the number of output for future capacity.
- **Control:** The new controller will allow the user to control existing and future AV (audio-video) equipment.

Staff's recommendation also allows the system to be expanded in the future without the need to replace existing components.

The following additional upgrade options are forCouncil's consideration:
Option 2 – Add audio recording to the council chambers ($3,407)
Option 3 – Add audio recording to the conference room ($9,465)
Option 4 – Add ADA listening to council chambers, using a loop system and traditional earbuds ($7,177)
Option 5 – Add ADA listening to conference room, using a loop system and traditional earbuds ($7,177)
Option 7 – Add video integration between council chambers and conf. room ($14,064) *[Req. Option 6]*
Option 8 – Replace existing 14-year old display with larger & higher resolution displays ($5,504)
Option 9 – Add ability for users to wirelessly send information to be displayed ($1,544)
Option 10 – Add video conferencing ability to conference room ($12,139) [*Requires Options 6 & 7]*

Note on Options 4 and 5 – the assisted listening system can be installed without the proposed loop system, which will result in a significant savings for each option. Staff will have more information regarding the savings at the Council meeting.

Use of the Rooms
Regarding the overall use of the Council Chambers and conference room like all functions in the City of West U, the two rooms serve multiple purposes than just meetings for Council, boards and commissions. Both rooms also serve as training space for staff and residents (CPR, first aid, etc.), meetings for regional professional associations, overflow space during natural emergencies (call center, etc.) and internal staff meetings. In essence, these rooms serve as versatile space that is adjusted to meet the City's needs.

Recommended Action

Staff recommends that City Council take the following actions:

1. Award the base bid, plus options 1 and 2 to CCS Presentation Systems in the amount of $52,694,
2. Add upgrade options as desired, and
3. Authorize the City Manager to execute a contract.

City of West University Place

GENERAL SERVICES CONTRACT
Revised 12/13/2019

This General Services Contract (Contract) is made between the City of West University Place, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

I. Summary of Contract Terms
II. Signatures
III. Standard Contractual Provisions
IV. Special Terms and Conditions
V. Additional Contract Documents

I. *Summary of Contract Terms*.

Contractor: ***CCS Presentation System***

Description of Services: Update to the audio-visual systems in both council chambers and Bill Watson conference room located in City Hall.

Base Services: "Not to exceed" $110,000.00

Additional Work in addition to Base Services: Any changes or additions must be submitted in writing via addendum and agreed upon by City

Effective Date: _____

Termination Date: _____

II. *Signatures*. By signing below, the parties agree to the terms of this Contract:

CITY OF WEST UNIVERSITY PLACE:*	**CONTRACTOR**:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

____ Council Approved on _____/_____/_____
____ City Manager
____ Department Head
____ Division Head

*Contract Signature Authority:
Division Head -$2,999 or less
Department Head - $3,000 to $14,999
City Manager - $15,000 to $50,000
Over $50,000 – Council approval required

_____

Attest: City Secretary

III. *Standard Contractual Provisions*.

A. Definitions.

Contract means this General Services Contract.

Services means the services for which the City solicited bids or received proposals as described in this Contract.

B. Services and Payment. Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will bill the City for the Services provided at intervals of at least 30 days, except for the final billing. The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code.

C. Termination Provisions.

(1) *City Termination for Convenience*. Under the paragraph, the City may terminate this Contract during its term at any time for the City's own convenience where the Contractor is not in default by giving written notice to Contractor. If the City terminated this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.

(2) *Termination for Default*. Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice within 30 days, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of the Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party.

(3) *Multi-Year Contracts and Funding*. If this Contract extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Contract becomes effective and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year and there are no funds from the City's sale of debt instruments to make the required payment, then this Contract automatically terminates at the beginning of the first day of the City's successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the contract.

D. Liability and Indemnity. Any provision of any attached contract document that limits the Contractor's liability to the City or releases the Contractor from liability to the City for actual or compensatory damages, loss, or costs arising from the performance of this Contract or that provides for contractual indemnity by one party to the other party to this Contract is not applicable or effective under this Contract. Except where an Additional Contract Document provided by the City provides otherwise, each party to this Contract is responsible for defending against and liable for paying any claim, suit, or judgement for damages, loss, or costs arising from that party's negligent acts or omissions in the performance of this Contract in accordance with applicable law. This provision does not affect the right of either party to this contract who is sued by a third party of acts or omissions arising from this Contract to bring in the other party to this Contract as a third-party defendant as allowed by law.

E. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.

F. **Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Harris County, Texas**.

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

H. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has not right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.

I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

J. Attorney's Fees. Should the City bring suit against the Contractor for breach of contract or for any other cause relating to this Contract, the City shall be entitled to seek an award of attorney's fees or other costs relating to the suit.

K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

L. Work Product. Any work product generated as a result of this Contract shall be the property of the City.

IV. *Special Terms or Conditions.*

A. As required by Section 2252.908, Texas Government Code, if this Contract requires an action or vote by the City before the contract may be signed, or has a value of at least $1 million, then the City may not enter into such Contract unless the Contractor submits a disclosure of interested parties to the City at the time the Contractor submits the signed Contract to the City. The Contractor agrees to submit such disclosure as required by Section 2252.908 of the Texas Government Code on the form 1295, prescribed by the Texas Ethics Commission, unless the Contractor is a publicly traded entity or a wholly owned subsidiary of same, in which case no disclosure is required. The Contractor agrees to access the Texas Ethics Commission website and complete the form 1295, receive a confirmation number and a PDF version of the completed form 1295, execute and notarize a hard copy version of the completed form 1295, and submit it, along with the confirmation number, to the City.

B. As required by Chapter 2270, Texas Government Code, Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Contract. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli controlled territory, but does not include an action made for ordinary business purposes. This Section IV B applies only to contracts with a value of $100,000 or more that are to be paid wholly or partly from public funds of the City, between the City and any company with 10 or more full time employees. Furthermore, this Section IV B does not apply if Contractor is a sole proprietorship

C. Pursuant to Chapter 2252, Texas Government Code, Contractor represents and certifies that, at the time of execution of this Contract neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

V. ***Additional Contract Documents***. The following specified documents attached to this Contract are part of this Contract, except as follows: any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with a Contract provision not included in the Contractor's Additional Contract Documents, does not apply to this contract.

A. Contractor's Additional Contract Documents:

1. Official Bid Packet

B. City's Additional Contract Documents:

1. ***[Insert City documents]***

END OF DOCUMENT

Council Chambers AV Upgrade Core Equipment

QUOTE # TX-2020-2-034
REV. 1.1

MARCH 10, 2020

PRICING PER BUYBOARD CONTRACT #597-19

TEXAS HUB VENDOR CERTIFICATE/VID NUMBER: 1320453835200
FILE/VENDOR NUMBER: 490986

PREPARED FOR:

Tim Dang
City of West University Place
3800 University Blvd.
Houston, TX. 77005
w. 713-662-5397
tdang@westutx.gov

SUBMITTED BY:

Kevin Salmon
CCS Presentation Systems
20212 Hempstead Rd.
Building 1
Houston, TX. 77065
w. 713-892-5845
m. 713-248-2444
ksalmon@ccsprojects.com

CCS Presentation Systems

Mr. Dang,

CCS Presentation Systems is committed to partnering with our customers to design, install, and support state of the art visual communication and collaboration systems. Our focus is to bring value to the design and implementation process and foster a long-term relationship with our customers through value added support and services.

As the 5th largest audio-visual system integrator in the United States and having been in business for over 27 years, CCS brings vast experience and knowledge to every project. CCS has grown into a national firm with 27 offices in 20 states with over 350 employees and recently was awarded Integrator of the Year by Commercial Integrator!

Our team of design engineers and experienced field technicians will ensure that the job is completed on time and to your satisfaction. Our project manager will provide frequent updates as well as train you and your staff on all aspects of the system after the installation is complete.

This proposal includes all the components, materials, installation and training necessary to complete the project as well as a few new ideas on additional products that could enhance the end user experience. Again, thank you for the opportunity to submit a proposal and look forward to being selected as your audio-visual partner.

Please feel free to contact me with any questions.

Sincerely,

Kevin Salmon

Kevin Salmon

CCS Presentation Systems

Design Request Summary and Scope of Work

Executive Summary

The City of West University Place is looking to upgrade the audio-visual system in their Council Chambers. The control and video switching equipment that drives the room is over 14 years old and could fail at any point.

As a part of the upgrade to this room, the City would like to install infrastructure that would support the integration of the Bill Watson conference room down the road. This room is currently stand-alone and has no tie-ins with the Council Chambers. Because the room can be used as an overflow room, the ability to send audio and video to the space is crucial.

There are three main components to any system: control, audio, and video. The following is a summary of what will be upgraded for each of the main components.

Control: There is currently an AMX control processor in the equipment rack and AMX touch panel at the secretary's station. When the secretary presses a button on the touch panel, the control processor in the rack sends commands out to the various devices to perform a given task. For all practical purposes, the control processor is a computer. Right now, the AV system is being run by a 14+ year old computer.

When you upgrade the components, new control code will need to be written for the new devices. You could use the existing control equipment, but it is long since end of life and replacement parts are not available. Should you decide to reuse the existing control equipment, when it fails and needs to be replaced, new control code would need to be written for the new processor. The new processor and new touch panels are not backward compatible with the existing equipment.

Since the programming cost $5,000 for the system, it makes sense to upgrade the processor and touch panel now at a cost of $3,460. If you do not, when the system fails, you will have to spend $3,460 on the new processor and touch panel plus an additional $5,000 in new programming.

Audio: The system currently uses a microphone mixer to combine the audio from the council members mics, secretary's mic, mic at the lectern, and any audio from a computer presentation. The mixer simply combines the audio into a single feed that goes out to the speakers. There is no real audio processing to speak of in the mixer.

CCS will install a Digital Signal Processor (DSP) that not only combines the microphone audio, but as the name implies has processing built in. Thru programming, the device will have limits set so if someone speaks too loudly, it will reduce the feed going into the speakers. Similarly, if someone speaks too softly it can add gain to the volume level. There are EQ controls that will be programmed to provide the best possible audio from the microphones for the room.

The microphones themselves will be upgraded to new, higher quality microphones. Just with any technology, something that is 14+ years newer is more advanced.

The speakers in the audience area will be upgraded to provide a cleaner, more crisp sound. The older speakers do decay over time, especially in humid climates, which affects the audio quality.

Video: The system currently does not support any digital connectivity, only old analog video signals. Starting in 2018, computer manufacturers no longer produced laptops or PC's with analog connections.

Just as with the rest of the gear, the video switcher is 14+ years old and could fail at any point. We will upgrade the video switcher to a new unit that supports digital signals as well as older analog signals. The unit is capable of 4k resolutions so it will be good for the next decade.

We will install a new digital transmitter at the lectern that has both HDMI and a VGA connection on it. There is a corresponding digital receiver at each of the TV's to provide the best possible image to them.

There are two ways to power the transmitters and receivers: either a traditional power supply with a plug that goes to an outlet or Power over Ethernet (PoE). In any piece of electronics, the power supply is the part most likely to fail. CCS has included an optional PoE injector so that we eliminate as many failure points as possible, providing a more reliable system

Installation Scope – System Features

All equipment will be provided and installed by CCS Presentation Systems unless otherwise noted as Owner Furnished Equipment (OFE).

In the Council Chambers, CCS will first come onsite and remove the (7) microphones located at the council members stations, (1) microphone at the lectern, touch panel at the secretary's seat, and all equipment in the rack that is not being used as a part of the renovation.

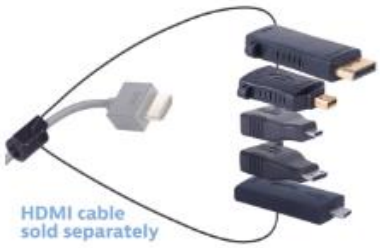
Driving the entire system will be a Crestron DigitalMedia matrix switcher. The unit is fully capable of receiving and sending 4k resolution content with breakaway audio, so it meets your needs for many years to come. As the name implies by the "matrix" part, you can send any source to different displays. On the control system we will have 2-3 presets for the most common configurations so that it is user friendly and not overwhelming.

The switcher is a modular card-based frame that you populate as needed. There are 8 input slots and 8 output slots on the frame. There are currently (3) input slots and (6) output slots that are populated. Note that a price has been included in the options section to upgrade the chassis size to accommodate additional needs in the future.

CCS has included a PoDM+ power injector for the matrix switcher. This replaces the local power supplies at the connected DM transmitter and receivers in the system. The part of any electronic device most likely to fail is the power supply so by eliminating the local power supplies we eliminate the main failure point.

Sources for the room include: (1) auto-switching HDMI/VGA with audio transmitter at the lectern for a laptop connection, (1) OFE dedicated PC in the rack, and (1) Vaddio pan/tilt/zoom camera installed in the back of the room to capture video inside the council chambers.

The Crestron transmitter for the laptop connection has a HDMI and a VGA with audio connection. The transmitter acts as an auto switcher so no matter which connection a person uses, their content will automatically show when that source is selected to view on the displays. Because there are so many different digital connectors on laptops, CCS will install an adapter ring that has a HDMI to 4k DisplayPort, 4k mini DisplayPort, Mini HDMI "C", Micro HDMI "D", and 4k USB C connector. This adaptor ring connects to the HDMI cable so that it does not walk away.



At the back of the Council Chambers, CCS will install a Vaddio 1080p pan/tilt/zoom camera. The camera will feed into the switcher so that it can be sent to the various displays. Control of the camera will be done via the touch panel at the secretary's seat. CCS can program several presets so that with the push of a single button the camera will zoom and focus on either the entire room, just the council members, and individual council member, just the lectern, the front half of the room, etc. There will still be up/down/left/right and zoom in/out on the touch panel, but our goal is to make the camera extremely easy to use with clearly labeled buttons. Below is a picture of the camera on the wall mount.

This camera will also connect to the dedicated PC in the equipment rack which would allow the City to do web-based video conferencing. The local audio for the video conferencing would come via the (7) Council Members mics and (1) lectern mic. You would hear the "other side" of the video call thru the ceiling speakers.

On the output side of the switcher, the (2) TV's in the front of the room will be on a single output with the signal split so the TV's always show the same image. Similarly, a second feed will be sent to a splitter installed under the desk where the council members sit so that all (4) of the OFE computer monitors at this location always show the same image. There will be a discrete feed

sent to the OFE computer monitor at the secretary's desk for flexibility. As was referenced above, a feed will be sent into a media converter which allows for web-based video conferencing thru the OFE PC in the rack. Finally, there is an audio extraction card so that you can hear audio from any presentation thru the ceiling speakers in the room.

From an audio perspective, CCS will install a Shure 18" gooseneck microphone at each council member seat, a gooseneck mic at the secretary's position, and a gooseneck microphone at the lectern location. The microphone will be drilled into the table/lectern and use a shock mount to reduce any background noise. The microphone has a switch and LED indicator on it so that people can individually turn on/off their microphones and have a visual indicator about the microphone state.

All microphones and the computer audio feed will run thru a BiAmp audio processor. In addition to providing automatic gain and limiting to the microphones, the processor mixes the sources to have a clear blended audio signal coming out. The audio processor for the Council Chambers will feed a new amplifier and (6) new ceiling recessed. It will also feed the OFE amplifier that powers the speakers in the hallway. You will have discrete volume adjustments for each zone.

To easily control the system, we will install (1) Crestron 10" hard wired tabletop touch panel at the secretary's seat. Custom programming will be written for easy use of the system. Note that the image below is not indicative of the programming for this system.

All equipment will reside in OFE equipment racks. CCS included lacing bars and accessories so that we can properly dress the racks so they can easily be serviced.

Owner Furnished Equipment & Customer Responsibilities

With respect to Owner Furnished Equipment (OFE), CCS Presentation Systems does not warrant the functionality or serviceability of any equipment not purchased through CCS on this proposal. Any estimates made that reference OFE are made with the client's assurance that the equipment is functional and meets the standards as required by the entire system that is being implemented. CCS is not responsible for issues arising from the integration OFE equipment.

The client further warrants that any OFE will be available when required by CCS. Any delays of said equipment or infrastructure may result in significant project delays and completion date. This may result in additional billable costs due to trip charges, schedule changes, or any other costs incurred by CCS resulting from the OFE items not being available.

Common OFE items and Customer Responsibilities include but are not limited to the following:

- Before accepting this proposal, Customer to provide CCS written notification of any company policies or procedures that could add unforeseen cost to the project or cause a work stoppage. This includes but is not limited to required safety training classes prior to commencing installation, Job Safety Analysis (JSA) forms, required documentation, etc. Any uncommunicated corporate policies that cause added time/cost to a project will result in additional charges to the Customer.
- Customer to provide uninterrupted access to the installation site. Should the Customer prevent CCS from initially getting into the installation site for whatever reason or be removed from the site for whatever reason additional charges will apply.
- Customer to provide a secure space for the equipment in a multi-day installation.
- Customer to provide trash receptacles on-site for any discarded materials.
- Customer to provide all cable/satellite television feeds and receivers.
- Customer to provide all defined IT infrastructure and support to test and commission the system. This includes data ports, patch panels, network switches, analog phone lines, etc.
    - IP addresses, phone numbers, etc. must be provided to CCS at least 3 days prior to installation commencing.
- Customer to provide all computers and peripheral equipment (keyboards, mice, etc.).
- Customer to provide all required electrical outlets unless otherwise noted in the scope of work. This includes power for equipment racks, flat panel displays, projectors, projector screens, etc. It is recommended that all electrical outlets originate from the same circuit/panel and not be shared with any other gear.

- Customer to provide appropriate structural support for the installation of the flat panel displays. In the case of projection systems, the mounts and projectors are only as stable as the structure (building) that they are connected to. Because a "shaky image" is not the normal circumstance additional equipment (at an additional cost) may be required to help stabilize the image.

Warranty & Service

Quality Standards

All equipment, cabling, materials, and installation methodology shall conform to the requirements of the National Board of Fire Underwriters, the current published edition of the National Electrical Code, and all other applicable laws and regulations. All products and materials provided by CCS shall be new, of high quality, and free of faults and defects. All work related to this Scope of Work shall be completed in a professional manner by fully qualified workers.

Workmanship Standards

All equipment shall be installed in accordance with this Scope of Work, project drawings, and manufacturer's recommendations. All cabling and termination shall be executed in compliance with standard industry practices as outlined in the *AV Installation Handbook*, InfoComm International.

Confidentiality

Client acknowledges that any and all of CCS's system drawings, equipment list, and specifications are proprietary and confidential property of CCS and are not for distribution by Client without the authorization of CCS. Any information submitted by CCS may not be duplicated in any way without the written authorization of CCS.

Customer Acceptance

Signature of this page represents a binding contract between the referenced parties. Customer acknowledges that they have read and fully understand the Scope of Work and Customer Responsibilities.

Contacts	Company	Phone
Kevin Salmon	CCS Presentation Systems	713-892-5845
Tim Dang	City of West University Place	713-662-5397

Project Total

Council Chambers AV Upgrade	**$48,422.00**
Taxes	**$0.00**
Project Total	**$48,422.00**

Payment Terms: Net 30 Upon Completion

Customer Signature

CCS Signature

Customer Printed Name / Date

CCS Printed Name / Date

CCS Presentation Systems

Bill of Materials

Qty	Item ID	Description	Unit Price	Ext Price
1	TSW-1060-B-S	CRESTRON 10.1" TOUCH SCREEN	$1,538.00	$1,538.00
1	TSW-1060-TTK-B-S	CRESTRON TABLETOP KIT FOR TSW-1060	$160.00	$160.00
1	CP3N	CRESTRON 3 SERIES CONTROL SYSTEM PROCESSOR	$1,666.00	$1,666.00
3	IRP2	CRESTRON INFRA RED EMITTER PROBE	$32.00	$96.00
1	DM-MD8X8-CPU3-RPS	CRESTRON 8X8 DIGITAL MEDIA SWITCHER FRAME W. REDUNDANT POWER	$3,536.00	$3,536.00
1	DM-PSU-8-PLUS	CRESTRON 8 PORT PoDM POWER SUPPLY	$771.00	$771.00
2	DMC-4KZ-C	CRESTRON DM 8G+ 4K60 4:4:4 HDR INPUT CARD	$705.00	$1,410.00
1	DMC-4KZ-HD	CRESTRON HDMI 4K60 4:4:4 HDR INPUT CARD	$513.00	$513.00
1	DMC-4KZ-CO-HD	CRESTRON 2-CHANNEL DM 8G+ 4K60 4:4:4 HDR OUTPUT CARD	$833.00	$833.00
1	DMC-4KZ-HDO	CRESTRON 2-CHANNEL 4K60 SCALING HDMI OUTPUT CARD	$1,157.00	$1,157.00
1	DMC-HDO	CRESTRON 2-CHANNEL AUDIO OUTPUT CARD	$449.00	$449.00
1	DM-TX-4K-302-C	CRESTRON 4K DM 8G+ TRANSMITTER - 2 HDMI, 1 VGA W. AUDIO	$1,282.00	$1,282.00
2	DM-RMC-4KZ-SCALER-C	CRESTRON DM 8G+ 4K RECEIVER AND ROOM CONTROLLER W/ SCALER	$1,154.00	$2,308.00
2	HD-DA4-4KZ-E	CRESTRON 1:4 HDMI DISTRIBUTION AMP	$354.00	$708.00
3	HD-TXC-101-C-E	CRESTRON DM LITE TRANSMITTER W. CONTROL PASS THRU	$259.00	$777.00
3	HD-RXC-101-C-E	CRESTRON DM LITE RECEIVER W. CONTROL PASS THRU	$259.00	$777.00
1	XFS-1084P	LUXUL 8 PORT SWITCH W. 4 POE	$79.00	$79.00
1	999-99600-000w	VADDIO ROBOSHOT 12 HDBT 1080P PTZ CAMERA	$3,466.00	$3,466.00
1	60-1488-01	EXTRON MEDIAPORT 200 - HDMI AND AUDIO TO USB SCALING BRIDGE	$2,462.00	$2,462.00
1	TesiraFORTE AVB CI	BIAMP FIXED I/O DSP	$2,466.00	$2,466.00
9	MX418S/C	SHURE 18" GOOSENECK MIC	$249.00	$2,241.00
1	R183B	SHURE OMNIDIRECTIONAL MIC ELEMENT	$57.00	$57.00
1	AMP-1200-70	CRESTRON 200W 70V SINGLE CHANNEL AMPLIFIER	$481.00	$481.00
6	SAROS_IC6T-W-T-EACH	CRESTRON SAROS 6.5" 2-WAY IN-CEILING SPEAKER	$147.00	$882.00
1	60-740-01	EXTRON ASA 131 PASSIVE AUDIO SUMMING ADT	$49.00	$49.00
2	PD-915R	MID ATLANTIC 9 OUTLET RACK MOUNTED SURGE PROTECTOR	$97.00	$194.00
1	U1V-4	MID ATLANTIC 1 SPACE VENTED SHELF - 4 PACK	$132.00	$132.00
1	LBP-1A	MID ATLANTIC L SHAPED LACING BARS - 10PK	$46.00	$46.00
2	MC-HD2-18IN	COVID SLIM HDMI 2.0 18G CABLE - 18 INCHES	$9.00	$18.00
2	MC-HD2-03	COVID SLIM HDMI 2.0 18G CABLE - 3FT	$10.00	$20.00
5	MC-HD2-06	COVID SLIM HDMI 2.0 18G CABLE - 6FT	$12.00	$60.00
4	MC-HD2-10	COVID SLIM HDMI 2.0 18G CABLE - 10FT	$14.00	$56.00
4	C6F-RJ-BLK-01	COVID SHIELDED CAT6 1' PATCH CABLE	$2.00	$8.00
5	C6F-RJ-BLK-03	COVID SHIELDED CAT6 3' PATCH CABLE	$3.00	$15.00
3	C6F-RJ-BLK-07	COVID SHIELDED CAT6 7' PATCH CABLE	$5.00	$15.00
1	DL-AR7325	LIBERTY ADAPTER RING	$113.00	$113.00
1	ADP-DP-HDF	COVID DISPLAY PORT TO HDMI ADAPTER	$17.00	$17.00
1	P-USBA-AF-35ACT	COVID 35' ACTIVE USB A MALE TO A FEMALE CABLE	$46.00	$46.00
2	P-C6F-BLU-500R	COVID SHIELDED CAT6 PLENUM SPOOL	$369.00	$738.00
1	MATERIALS	BULK MATERIALS FOR INSTALLATION	$500.00	$500.00
1	CCSTECH	TECHNICAL INSTALLATION SERVICES	$9,600.00	$9,600.00
1	CCSPRGM	CONTROL SYSTEM PROGRAMMING, CONFIGURATION, AND COMMISSIONING	$5,000.00	$5,000.00
1	CCSPMP	PROJECT MANAGEMENT, COORDINATION MEETINGS, ONSITE SUPERVISION	$800.00	$800.00
1	CCSDESIGN	SYSTEM DESIGN AND ENGINEERING, DOCUMENTATION	$600.00	$600.00
1	SHIPPING	SHIPPING AND HANDLING	$280.00	$280.00
			Total	**$48,422.00**

CCS Presentation Systems

Upgrade Options

Note that some of the options are interconnected and by choosing one option it may affect another option. Most notably this occurs on the video side of the system. While the pricing below is accurate per option, we will need to do a final review of the design once the City decides which options they would like to add to confirm final pricing.

Also note that this pricing is valid only if the work is performed at the same time as the installation of the core equipment. If the City would like to add functionality after the core equipment is installed a separate quote will be provided. CCS is able to offer this pricing because we will already be onsite working on the core installation.

Option #1 – Add a 1-year maintenance plan to the system as it is designed. $1,500 Note that should you choose some of the options listed below it will change the amount of the maintenance plan.

Services include:

- Scheduled semi-annual preventive maintenance tune-ups and review of systems
- Unlimited system malfunction calls requiring on-site support
- Unlimited helpdesk telephone support
- Covers all field service labor and travel time
- Priority response and in-house bench repair
- Maximum 2-hour telephone and email response time
- Maximum 24 business hour on-site response time
- Installation of available firmware and software updates as needed to restore existing system functionality
- Facilitation of manufacturer's warranty but does not extend any manufacturer's warranty
- Services provided by trained and certified audio-visual field service technician
- Note that this maintenance agreement does not include extended warranties for video conference systems. Some manufacturers (Cisco, Polycom, Lifesize) require their equipment to be under a manufacturer maintenance agreement for them to provide CCS any support should it be needed. Contact your Account Executive for more details.

Note that should a product have issues or fail while it is under the manufacturer warranty and the customer did not purchase the maintenance agreement, the customer is responsible for removing the defective hardware and bringing it back to CCS for repair. A manufacturer's warranty only covers the parts and labor for the manufacturer to repair the item. It does not cover CCS's time to go on-site to diagnose the issue with the system. This is one of the main benefits of the maintenance agreement.

Option #2 – Add audio recording to the Council Chambers. This will record all audio coming from the microphones. $3,407

1	60-1594-01	EXTRON 32GB AUDIO RECORDING PROCESSOR	$2,567.00
1	MATERIALS	MATERIALS FOR INSTALLATION	$20.00
1	CCSTECH	TECHNICAL INSTALLATION SERVICES	$300.00
1	CCSPRGM	CONTROL SYSTEM PROGRAMMING, CONFIGURATION, AND COMMISSIONING	$500.00
1	SHIPPING	SHIPPING AND HANDLING	$20.00

CCS Presentation Systems

Option #3 – Add audio recording to the Bill Watson room. This would require adding a 2nd audio processor, 3 microphones at the table to pick up people seated at the table, and the recording device. Note that the system is only meant to pick up the audio of people seated at the table, not the entire room. $9,465

1	TesiraFORTE AVB CI	BIAMP FIXED I/O DSP	$2,466.00
1	60-1594-01	EXTRON 32GB AUDIO RECORDING PROCESSOR	$2,567.00
3	MX393/C	SHURE TABLE TOP BOUNDARY MIC ($224 ea)	$672.00
1	MATERIALS	MATERIALS FOR INSTALLATION	$100.00
1	CCSTECH	TECHNICAL INSTALLATION SERVICES	$1,800.00
1	CCSPRGM	CONTROL SYSTEM PROGRAMMING, CONFIGURATION, AND COMMISSIONING	$1,500.00
1	CCSPMP	PROJECT MANAGEMENT, COORDINATION MEETINGS, ONSITE SUPERVISION	$300.00
1	SHIPPING	SHIPPING AND HANDLING	$60.00

Option #4 – Add an assistive listening system to the Council Chambers. The system would include traditional earbuds and an inductive loop system allowing those with hearing aids to use them with the system. $7,177

1	D10-2	LISTEN TECHNOLOGIES INDUCTION LOOP DRIVER	$3,946.00
1	LA-396-14	LISTEN TECHNOLOGIES 14 AWG HEARING LOOP CABLE	$324.00
4	LR-IL-1	LISTEN TECHNOLOGIES HEARING LOOP RECEIVER W. LANYARD ($134 ea.)	$536.00
1	LA-304	LISTEN TECHNOLOGIES ADA SIGN	$21.00
1	MATERIALS	MATERIALS FOR INSTALLATION	$100.00
1	CCSTECH	TECHNICAL INSTALLATION SERVICES	$1,500.00
1	CCSPRGM	CONTROL SYSTEM PROGRAMMING, CONFIGURATION, AND COMMISSIONING	$600.00
1	CCSPMP	PROJECT MANAGEMENT, COORDINATION MEETINGS, ONSITE SUPERVISION	$150.00

Option #5 – Add an assistive listening system to the Bill Watson room. The system would include traditional earbuds and an inductive loop system allowing those with hearing aids to use them with the system. $7,177

1	D10-2	LISTEN TECHNOLOGIES INDUCTION LOOP DRIVER	$3,946.00
1	LA-396-14	LISTEN TECHNOLOGIES 14 AWG HEARING LOOP CABLE	$324.00
4	LR-IL-1	LISTEN TECHNOLOGIES HEARING LOOP RECEIVER W. LANYARD ($134 ea.)	$536.00
1	LA-304	LISTEN TECHNOLOGIES ADA SIGN	$21.00
1	MATERIALS	MATERIALS FOR INSTALLATION	$100.00
1	CCSTECH	TECHNICAL INSTALLATION SERVICES	$1,500.00
1	CCSPRGM	CONTROL SYSTEM PROGRAMMING, CONFIGURATION, AND COMMISSIONING	$600.00
1	CCSPMP	PROJECT MANAGEMENT, COORDINATION MEETINGS, ONSITE SUPERVISION	$150.00

Option #6 – Upgrade the central switcher to accommodate future needs. As it stands in the core equipment needed, we have an 8 input, 8 output video with breakaway audio switcher. If we were to add zero of the options, the system uses 6 of the outputs. If we add video recording, the ability to integrate the Bill Watson conference room, add a display in the hallway, or any number of scenarios, we will not have the room to expand. By upgrading to a 16x16 switcher, we leave room for future growth. Of all the options, this is the one I recommend the most. Note that the cost presented is the upgrade cost of the 16x16 switcher from the 8x8 switcher, not the standalone cost of the 16x16 switcher. $2,772

Option #7 – Add video and audio integration between the Bill Watson conference room and the Council Chambers. This would allow you to send the same and audio between the two rooms so that the Bill Watson room could be used as an overflow room. This also brings the Bill Watson room up to date by changing to a digital infrastructure. Note that if you do this option and none of the other options you will be 100% maxed on the outputs of the switcher. If you do this option, you really need to do option #6. $14,064

2	DMC-4KZ-C	CRESTRON DM 8G+ 4K60 4:4:4 HDR INPUT CARD ($705 ea.)	$1,410.00
1	DM-TX-4K-302-C	CRESTRON 4K DM 8G+ TRANSMITTER - 2 HDMI, 1 VGA W. AUDIO	$1,282.00
1	DM-TX-4KZ-302-C	CRESTRON 4K DM 8G+ TRANSMITTER - 2 HDMI, 1 DP	$1,282.00
1	DMC-4KZ-CO-HD	CRESTRON 2-CHANNEL DM 8G+ 4K60 4:4:4 HDR OUTPUT CARD	$833.00
1	DM-RMC-4KZ-SCALER-C	CRESTRON DM 8G+ 4K RECEIVER AND ROOM CONTROLLER W/ SCALER	$1,154.00
1	TSW-1060-B-S	CRESTRON 10.1" TOUCH SCREEN	$1,538.00
1	60-740-01	EXTRON ASA 131 PASSIVE AUDIO SUMMING ADT	$49.00
2	MC-HD2-03	COVID SLIM HDMI 2.0 18G CABLE - 3FT ($10 ea.)	$20.00
1	MC-HD2-10	COVID SLIM HDMI 2.0 18G CABLE - 10FT	$14.00
1	C6F-RJ-BLK-01	COVID SHIELDED CAT6 1' PATCH CABLE	$2.00
1	MATERIALS	BULK MATERIALS FOR INSTALLATION	$200.00
1	CCSTECH	TECHNICAL INSTALLATION SERVICES	$3,300.00
1	CCSPRGM	CONTROL SYSTEM PROGRAMMING, CONFIGURATION, AND COMMISSIONING	$2,500.00
1	CCSPMP	PROJECT MANAGEMENT, COORDINATION MEETINGS, ONSITE SUPERVISION	$200.00
1	CCSDESIGN	SYSTEM DESIGN AND ENGINEERING, DOCUMENTATION	$200.00
1	SHIPPING	SHIPPING AND HANDLING	$80.00

Option #8 – Change out the old 720p resolution TV's to new, larger 4k resolution TV's. The City expressed the desire to do away with the cabinets that the TV's are currently mounted in. These particular TV's and articulating extension mounts were selected because they meet ADA requirements of not protruding more than 4" off the wall. Note that the City is responsible for removing the cabinetry prior to CCS arriving for their installation. $5,504

2	FW-65BZ35F	SONY 65" 4K PRO BRAVIA DISPLAY ($1,759 ea.)	$3,518.00
2	TS325TU	CHIEF THINSTALL ARTICULATING MOUNT ($368 ea.)	$736.00
1	MATERIALS	BULK MATERIALS FOR INSTALLATION	$50.00
1	CCSTECH	TECHNICAL INSTALLATION SERVICES	$900.00
1	CCSPMP	PROJECT MANAGEMENT, COORDINATION MEETINGS, ONSITE SUPERVISION	$100.00
1	SHIPPING	SHIPPING AND HANDLING	$200.00

Option #9 – Add a device to allow a user to wirelessly send laptop content to the displays. $1,694

1	R9861510NA	BARCO CS-100 SET CLICKSHARE 1-PUCK	$950.00
1	R9861500P01	BARCO CLICKSHARE BUNDLE - 2 PUCKS AND TR	$285.00
1	MC-HD2-18IN	COVID SLIM HDMI 2.0 18G CABLE - 18 INCHES	$9.00
1	CCSTECH	TECHNICAL INSTALLATION SERVICES	$150.00
1	CCSPRGM	CONTROL SYSTEM PROGRAMMING, CONFIGURATION, AND COMMISSIONING	$300.00

Option #10 – Add video conferencing to the Bill Watson room. A USB pan/tilt/zoom camera will be added that would allow the City to do web-based video conferencing from the room. Microphones would be installed at the table to pick up the audio of the people seated at the table. The "other side" of the video call would be heard thru the OFE ceiling speakers that are already installed in the room. Note that this would require the City to have a dedicated PC in the Bill Watson room (which there already is). In order to do this option, you must do option 6 and

option 7. So, the total cost for this option is the cost of option 6 ($2,772) plus the cost of option 7 ($14,064) plus the cost of the items needed to do the video conferencing ($12,139 – items below) for a total cost of $28,975.

1	999-99600-000w	VADDIO ROBOSHOT 12 HDBT 1080P PTZ CAMERA	$3,466.00
1	DMC-4KZ-C	CRESTRON DM 8G+ 4K60 4:4:4 HDR INPUT CARD	$705.00
1	TesiraFORTE AVB CI	BIAMP FIXED I/O DSP	$2,466.00
3	MX393/C	SHURE TABLE TOP BOUNDARY MIC ($224 ea)	$672.00
1	MATERIALS	MATERIALS FOR INSTALLATION	$200.00
1	CCSTECH	TECHNICAL INSTALLATION SERVICES	$2,250.00
1	CCSPRGM	CONTROL SYSTEM PROGRAMMING, CONFIGURATION, AND COMMISSIONING	$2,000.00
1	CCSPMP	PROJECT MANAGEMENT, COORDINATION MEETINGS, ONSITE SUPERVISION	$300.00
1	SHIPPING	SHIPPING AND HANDLING	$80.00

AGENDA MEMO

Business of the City Council
City of West University Place, Texas

Meeting Date	04.13.20	**Agenda Item**	8
Approved by City Manager	Yes	**Presenter(s)**	David Beach, City Manager
Reviewed by City Attorney	No	**Department**	Administration
Subject	Update and Discussion on COVID-19 and City Response		
Attachments	None		
Financial Information	Expenditure Required:	None	
	Amount Budgeted:	None	
	Account Number:	None	
	Additional Appropriation Required:	None	
	Additional Account Number:	None	

Executive Summary

Update and discussion between City Council and staff on the COVID-19 emergency and the City's response to this declared emergency.

Recommended Action

Discussion purposes only, no action recommended.

The City of West University Place

A Neighborhood City

CITY COUNCIL
Bob Higley, Mayor
Kevin Trautner, Mayor Pro Tem
John P. Barnes, Councilmember
Lauri Lankford, Councilmember
Ed Sobash, Councilmember

STAFF
David J. Beach, City Manager
Alan Petrov, City Attorney
Thelma Gilliam, City Secretary

CITY COUNCIL ACTION MINUTES

The City Council of the City of West University Place, Texas, met on **Monday, March 9, 2020**, in the Municipal Building, 3800 University, West University Place.

---

1. Call Workshop to Order

Mayor Higley called the meeting to order at 5:45 p.m. All Council present. City Manager Beach, City Secretary Gilliam, HR Director Urban, Public Works Director Barrera, and City Attorney Petrov were also present.

2. Update on Compensation Study & Discussion on Communication Expectations

Matters related to the upcoming compensation study and discussion on citywide communications, etc. *Recommended Action: Discuss and provide staff direction if desired.* ***Mr. Dave Beach, City Manager and Mr. James Urban, Human Resources Director***

Compensation Study:

HR Director Urban presented and stated the 2020 Budget includes funds for a Compensation Study that will focus on four main areas:

- Current salary scales to ensure we are competitive and maintaining the City's 75 percentile goal;
- Certification pay;
- Pay policies and benefits; and
- Work schedules for all employees

Mr. Urban said the consultant will use 24 sample cities for comparison and the process will take 8 to 10 weeks from the initial phone call to conclusion of the study. He also said that $35,000 was budgeted and the low bidder, who the City will contract with, came in at $14,050.

Communication Expectations:

City Manager Beach gave a presentation on the City's current communications, including day-to-day operations, changes and improvements, complaints, underlying issues, and expectations.

Councilmember Lankford said because of the Open Meetings Act, City Council is not able to put out a statement as a group because it requires having to discuss an issue in a meeting, which puts Council two weeks behind in getting information out to residents. She gave Tri-Sports and Poor Farm Ditch as examples of being behind the eight ball when it came to timely communicating those issues to residents.

DRAFT

Councilmember Lankford said because the Minutes are only Action Minutes, they don't detail how Council came to its decisions, so she suggested that staff post a bulletin on the website detailing how Council came to some of its decisions and the reasoning behind those decisions. Councilmember Barnes said this might not work because it is sometimes difficult to come to a consensus reasoning because the opinion of each councilmember differs.

City Manager Beach stated that the City started Action Minutes approximately four years ago, but staff can revert to detailed Minutes if Council desires.

Mayor Higley said that some things lend themselves to Action Minutes and some things lend themselves to more lengthy Minutes, depending on the topic.

Councilmember Barnes asked if it matters if the type of Minutes, action of more comprehensive, vary from council meeting to council meeting. City Attorney Petrov said legally Minutes do not have to be the same from meeting to meeting, but procedurally it could be problematic for Thelma (city secretary) to know when to change styles.

Mayor Pro Tem Trautner stated that it would be tough to record in writing and take voluminous Minutes on everything Council does. He said he thinks it is a great point that when Council has something that is controversial or there is some confusion in the community, post a summary article on the website.

City Manager said overall communications in the City is good, the problem is when a "horse fire" lasts three months and there is no staff to monitor it.

Mayor Pro Tem Trautner asked what staff could do to communicate better when the public is in danger. City Manager Beach said it is easy during the day to get the message out, but it becomes more difficult after hours due to limited resources.

3. <u>Adjourn Workshop</u>

Mayor Higley exited the meeting at approximately 6:27 p.m. to go prepare to go to the Council Chambers to call the regular meeting to order. Mayor Pro Tem Trautner closed the workshop at approximately 6:29 p.m.

A copy of the presentation is on file in the City Secretary's office. The workshop audio is on file in the in the City Secretary's Office and on the City's website.

Regular Meeting (6:30 PM in the Council Chambers)

4. <u>Regular Meeting Called to Order</u>

Mayor Higley called the regular meeting to order at 6:32 p.m. Council and Staff in attendance: Mayor Pro Tem Trautner, Councilmembers Barnes, Lankford and Sobash, City Manager Beach, City Attorney Petrov, City Secretary Gilliam, Public Works Director Barrera, HR Director Urban, and Police Chief Walker

5. <u>Pledge of Allegiance</u>

Mayor Higley led the Pledge of Allegiance.

DRAFT

6. Public Comments

This was an opportunity for citizens to speak to Council relating to agenda and non-agenda items.

There were no public comments.

7. National Pavement Lifting

Matters related to approving a contract to perform soil stabilization and pavement lifting. *Recommended Action: Discuss and Approve contract.* ***Mr. Gerardo Barrera, Public Works Director***

Mayor Pro Tem Trautner moved to approve a contract with URETEK USA, Inc. for three years with the option of two one-year extensions in the amount not to exceed $75,000 annually and authorize the City Manager to execute the contract. Councilmember Barnes seconded the motion. **MOTION PASSED.**

Ayes: Higley, Trautner, Barnes, Lankford, Sobash
Noes: None
Absent: None

8. Memorial Day Holiday

Matters related to changing the meeting date of May 25 due to Memorial Day Holiday. *Recommended Action: Change the meeting date to Monday May 4, 2020 or Monday, May 18, 2020.* ***Mr. Dave Beach, City Manager.***

Councilmember Barnes moved to approve moving the May 25, 2020 City Council meeting to May 18, 2020 due to the Memorial Day holiday. Councilmember Sobash seconded the motion. **MOTION PASSED.**

Ayes: Higley, Trautner, Barnes, Lankford, Sobash
Noes: None
Absent: None

9. Consent Agenda

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

A. City Council Minutes

Approve the City Council Workshop Minutes of February 24, 2020. [see Action Minutes]

B. Right-of-Way Standards

Matters related to an ordinance amending Section 18-62, part of Chapter 70 and part of Technical Codes of the Code of Ordinances relating to right-of-way design and mobility. *Recommended Action: Approve ordinance on the second and final reading.* ***Mr. Gerardo Barrera, Public Works Director and Mr. Bruce Beneke, BSC Chair***

Councilmember Barnes moved to approve the Consent Agenda as presented. Councilmember Sobash seconded the motion. **MOTION PASSED.**

Ayes: Higley, Trautner, Barnes, Lankford, Sobash
Noes: None
Absent: None

DRAFT

10. <u>Adjourn Regular Meeting</u>

With no other matter before the council, Mayor Pro Tem Trautner moved to adjourn the meeting at approximately 6:50 p.m. Councilmember Barnes seconded the motion. **MOTION PASSED.**

Ayes: Higley, Trautner, Barnes, Lankford, Sobash
Noes: None
Absent: None

A complete audio of this City Council meeting is available on the City's website or contact the City Secretary's office for a copy.

Prepared by: City Secretary Thelma A. Gilliam

Approved by City Council on: _____

DRAFT

The City of West University Place

A Neighborhood City

CITY COUNCIL
Bob Higley, Mayor
Kevin Trautner, Mayor Pro Tem
John P. Barnes, Councilmember
Lauri Lankford, Councilmember
Ed Sobash, Councilmember

STAFF
David J. Beach, City Manager
Alan Petrov, City Attorney
Thelma Gilliam, City Secretary

CITY COUNCIL ACTION MINUTES

The City Council of the City of West University Place, Texas, met via teleconference due to the Coronovirus (COVID-19) health threat on **Monday, March 23, 2020**, at **6:30 p.m.** in the Bill Watson Conference Room in the Municipal Building, 3800 University, West University Place.

---

1. Call Workshop to Order

Mayor Higley called the meeting to order at 6:30 p.m**.** City Manager Beach, City Secretary Gilliam, and Fire Chief/Emergency Management Coordinator Taylor were also present. Mayor Pro Tem Trautner, Councilmembers Barnes, Lankford and Sobash, and City Attorney Petrov verbalized their attendance via telephone.

Dick Yehle, 6401 Rutgers identified himself as a participant via telephone.

2. Pledge of Allegiance

Mayor Higley led the Pledge of Allegiance.

3. Public Comments

This was an opportunity for citizens to speak to City Council relating to agenda and non-agenda items.

There were no public comments.

4. Continuation of Declaration of Local State of Disaster

Matters related to a resolution continuing the Mayoral Declaration declaring a local State of Disaster Due to Public Health Emergency. *Recommended Action: Approve resolution continuing the mayor's Declaration of Local State of Disaster.* ***Mr. Dave Beach, City Manager***

City Manager Beach presented and stated that the mayor issued a declaration declaring a local State of Disaster on March 17, 2020, and without a continuation or renewal by executive order of the mayor or a majority vote by City Council the declaration would expire on the 7th day of adoption.

Mayor Pro Tem Trautner moved to adopt the resolution continuing the disaster declaration issued by Mayor Higley on March 17, 2020. Councilmember Sobash seconded the motion. **MOTION PASSED.**

Ayes: Higley, Trautner, Barnes, Lankford, Sobash

DRAFT

Noes: None
Absent: None

City Manager Beach asked if Council had any questions related to the declaration and the health crisis.

Councilmember Lankford asked if the City has any arrangements with hotels in case police and/or fire personnel has to be in quarantine due to having had contact with a COVID-19 infected person. Fire Chief/Emergency Management Coordinator Taylor responded and said the City does not have a Public Health Authority so it falls under the County's jurisdiction. Therefore, staff would coordinate with the County if those type of arrangements became necessary.

Councilmember Barnes asked how the community has responded and complied since the issuance of the declaration. City Manager Beach responded that there has been one concern about the playgrounds still being open. He said staff is currently looking at closing the playgrounds, tennis courts and basketball courts.

Mayor Pro Tem Trautner asked if other cities are doing things similar to what West U is doing. City Manager Beach said the City plans to follow Sugar Land and the Woodlands lead and close access to playground and other equipment, but allow use of the green spaces.

In response to Mayor Higley's question as to what would be the details within a Shelter in Place declaration, Fire Chief/Emergency Management Coordinator Taylor said Harris County and the City of Houston are working on plans for a Shelter in Place declaration with restrictions that will affect West U.

Mayor Higley asked if West U would have a role in the Shelter in Place other than to enforce the declaration when the time comes. City Attorney Petrov said from a legal standpoint, by the City declaring its own disaster, Section 418 of the Texas Government Code allows the City to impose its own Shelter in Place type restrictions although it is probably better to take the broader county-wide approach.

City Manager Beach stated that if the County does issue a Shelter in Place declaration, the City would be responsible for enforcement.

Councilmember Barnes asked if the County's plan would be something like Dallas County, which includes essential businesses, activities, etc. City Manager Beach said yes, but as of yet the County has not identified those businesses, etc.

Councilmember Sobash asked if there are any confirmed cases of the virus in West U. Fire Chief Taylor said the City receives lists from the County that identifies people that are under investigation and those that are under monitoring. He said they only provide the number from a county level, but not at a local level of how many confirmed cases there are, but we are to assume that there are cases in the City

5. <u>Adjourn Regular Meeting</u>

With no other matter before council, the meeting will adjourn.

Mayor Pro Tem Trautner moved to adjourn the meeting at 6:52 p.m. Councilmember Sobash seconded the motion. **MOTION PASSED.**

Ayes: Higley, Trautner, Barnes, Lankford, Sobash

DRAFT

Noes: None
Absent: None

Audio of this Council Meeting is available on the City's website or contact the City Secretary's office for a copy.

Prepared by: City Secretary Thelma A. Gilliam

Approved by City Council on: _____

DRAFT

AGENDA MEMO

Business of the City Council
City of West University Place, Texas

Meeting Date	04.13.20	**Agenda Item**	9B
Approved by City Manager	Yes	**Presenter(s)**	Donna LaMond, Executive Director
Reviewed by City Attorney	No	**Department**	Parks and Recreation / FWUPF
Subject	Appointment of Members to Friends of West University Parks Fund Board		
Attachments	1. Resolution 2. Member Applications		
Financial Information	Expenditure Required:		None
	Amount Budgeted:		None
	Account Number:		None
	Additional Appropriation Required:		None
	Additional Account Number:		None

Executive Summary

The Friends of West University Parks Fund Board (Board) is requesting approval to appoint Kim Eads and Mary Frances DuMay to Positions 4 and 13, respectively, to the Board.

The Board's Interview Committee interviewed the candidates and determined both to be qualified to serve.

Recommended Action

Staff recommends that City Council approve the resolution appointing Kim Eads and Mary Frances DuMay to positions 4 and 13, respectively, with the terms for both expiring August 31, 2022.

City of West University Place
Harris County, Texas

RESOLUTION NUMBER XXXX-XX

A RESOLUTION APPOINTING MEMBERS TO THE BOARD OF THE FRIENDS OF WEST UNIVERSITY PARKS FUND, INC., A NON-PROFIT CORPORATION

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST UNIVERSITY PLACE:

Section 1. That the following persons are appointed to serve as members on the Board of the Friends of West University Parks Fund, Inc., a non-profit corporation, for the specific term of the specific positions indicated below:

APPOINTEE	EFFECTIVE DATE	POSITION	TERM ENDING
Kim Eads	April 13, 2020	Position 4	August 31, 2022
Mary Frances DuMay	April 13, 2020	Position 13	August 31, 2022

Section 2. All resolutions and parts of resolutions in conflict herewith are hereby repealed to the extent of the conflicts only.

Section 3. If any word, phrase, clause, sentence, paragraph, section or other part of this resolution or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this resolution and the application of such word, phrase, clause, sentence, paragraph, section or other part of this resolution to any other persons or circumstances shall not be affected thereby.

Section 4. The City Council officially finds, determines and declares that a sufficient written notice of the date, hour, place and subject of each meeting at which this resolution was discussed, considered or acted upon was given in the manner required by the Texas Open Meetings Act, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies, approves and confirms such notices and the contents and posting thereof.

PASSED AND APPROVED this 13th day of April, 2020.

ATTEST:

Thelma A. Gilliam, City Secretary

SIGNED:

Robert A. Higley, Mayor

(SEAL)

RECOMMENDED BY:

David J. Beach, City Manager

APPROVED AS TO FORM:

Alan Petrov, City Attorney

FRIENDS of
WEST UNIVERSITY
PARKS FUND

Board of Directors Application

Name: Kimberly Eads Cell Phone: [redacted]

Home Address: [redacted] Home Phone: n/a

Email Address: [redacted]

Employed By/Retired From: Transwestern
(Please Circle One)

Spouses Name: John Carr Eads Office Phone: [redacted]

Education: Texas State University 2001-2005 - BBA in marketing

Background, Experience, Special Skills, etc. (Please include resume if possible) I worked as a landlord representative in commercial real estate for 7 years before becoming a stay at home mom. I have co-chaired the 2020 ~~PLB, UW/sponsorships~~ for PLB 2019. I also co-chaired the 2018 Covenant House Gala.

Previous Board or Commission Experience: None

Any Particular Area(s) of Interest: ☑ Park Lovers' Ball ☐ Fathers & Flashlights ☑ Other

Why are you interested in serving on this board? I enjoy volunteer work, especially in our beloved community. I got to know the current members during board meetings while chairing the 2020 PLB. They are a wonderful group of neighbors/friends and I would be honored to support "Friends" and our community's greenspaces!

Limitations on Availability: I currently don't work but am planning to go back. I will still have a fairly flexible schedule though!

References (optional): Monte Calvert (713.725.5567) monte.calvert@transwestern.com
Chip Clarke - [redacted]

Date Application Submitted: 3.12.20

Please return completed application to Friends Executive Director Donna LaMond by mail at 4210 Bellaire Boulevard, Houston, Texas 77025 or by email to dlamond@westutx.gov.

FOR INTERNAL USE ONLY:

Date Interviewed: _____

Date Appointed: _____

DocuSign Envelope ID: E9FE3F00-C861-4ACA-8E3B-F7D077613C30

FRIENDS of
WEST UNIVERSITY
PARKS FUND

Board of Directors Application

Name: Mary Frances DuMay Cell Phone: [redacted]

Home Address: [redacted] Home Phone: [redacted]

Email Address: [redacted] [redacted]

Employed By/Retired From: Compass Real Estate
(Please Circle One)

Spouses Name: David H. DuMay Office Phone: [redacted]

Education: Bachelor of Arts, English, History and Philosphy cum laude, University of Oklahoma 1994

Background, Experience, Special Skills, etc. (Please include resume if possible)
Friends of West University Parks Fund Park Lovers' Ball Co-Chair 2020; Park Lovers' Ball Committee 2008-2019
West University Little League Auxiliary Member 2011-2017; West U Little League Auction Co-Chair 2012

Previous Board or Commission Experience: St. Anne School Foundation Board of Trustees 2013-2019
River Oaks Country Club Women's Golf Association Board of Directors 2015-current

Any Particular Area(s) of Interest: [X] Park Lovers' Ball [ ] Fathers & Flashlights [ ] Other

Why are you interested in serving on this board?
It would be an honor to serve my neighborhood of West University where we have lived for the past 13 years. The parks are special places where we gather with neighbors and friends to recreate. I would like to continue my fundraising efforts from Park Lovers' Ball 2020 to help preserve, develop and improve our parks. I would like to share my talents and time with such an outstanding organization.

Limitations on Availability: None currently

References (optional): Carter Lee, Longtime friend and neighbor, [redacted]
Jo Ann Bernstein, Family Friend, [redacted]

Date Application Submitted: DocuSigned by: Mary Frances DuMay 03/12/2020

Please return completed application to Friends Executive Director Donna LaMond by mail at 4210 Bellaire Boulevard, Houston, Texas 77025 or by email to dlamond@westutx.gov.

FOR INTERNAL USE ONLY:

Date Interviewed:

Date Appointed:

AGENDA MEMO

Business of the City Council
City of West University Place, Texas

Meeting Date	04.13.20	**Agenda Item**	9C
Approved by City Manager	Yes	**Presenter(s)**	David Beach, City Manager
Reviewed by City Attorney	Yes	**Department**	Administration
Subject	Goode Company Lease		
Attachments	Rent Deferment Agreement		
Financial Information	Expenditure Required:		N/A
	Amount Budgeted:		N/A
	Account Number:		N/A
	Additional Appropriation Required:		N/A
	Additional Account Number:		N/A

Executive Summary

As a result of the COVID-19 pandemic and the extended closure of restaurants from March 24 through April 30 and possibly longer, the City received a request from Goode Cook, Inc. (Goode Company) to defer rent payments during the extended business closures mandated by the government.

The City and Goode Company have enjoyed a long relationship and as a community we want to help local businesses weather these unprecedented closures. Understanding the present situation was not caused by Goode Company and the financial hardships that paying rent can cause without revenue coming, staff believes a deferment of rent during this emergency is reasonable.

The attached agreement defers any payments due retroactive to April 1, 2020 and extends two months past the end of the City's declared emergency. The term of the lease shall be extended by a period equal to the deferment period.

Recommended Action

Staff recommends that City Council approve the rent deferment agreement with Goode Cook, Inc., until such time the government mandate is lifted and authorize the City Manager to execute the agreement.

RENT DEFERMENT AGREEMENT

Effective Date: April 1, 2020

Lease: Lease Agreement between Landlord and Tenant with an effective date being August 31, 2006, as amended (i) August 28, 2012, (ii) December 18, 2013, and (iii) May 16, 2014

Landlord Name: City of West University Place, Texas

Tenant Name: Goode Cook, Inc.

Premises: Approximately 1.0874 acres located on the south side of Westpark Drive between Wakeforest Street and Dincans, Houston, Texas

Background: Tenant is currently obligated to pay Landlord rent pursuant to the terms of the Lease. Tenant has informed Landlord that it has experienced (or is anticipating that it will experience) a significant interruption of its business activities as a result of the COVID-19 pandemic. Accordingly, Tenant has requested that Landlord defer certain rental obligations under the Lease. Landlord has agreed to make certain, temporary accommodations to Tenant in response to the impacts of the COVID-19 pandemic, subject to the terms and conditions set forth below.

Agreements:

1. Defined Terms. All capitalized terms used but not expressly defined herein shall have the meanings ascribed to such terms in the Lease, unless the context requires otherwise.

2. Deferment Period. The Deferment Period shall commence on the Effective Date of this Agreement and shall expire, without notice, on the earlier to occur of (i) a Termination Event, or (ii) two months after the expiration of the City of West University Place Disaster Declaration. **Tenant agrees that Landlord has no obligation to extend the Deferment Period.**

3. Payments Following Deferment Period. At the conclusion of the Deferment Period, Tenant's normal monthly lease payments shall immediately resume with the first such monthly payment prorated in the event of a partial month occurring at the conclusion of the Deferment Period. In addition, the Term of the Lease shall be extended by a period equal to the Deferment Period.

4. No Waiver. Notwithstanding Landlord's agreement to defer certain rental obligations as provided herein (i) such deferral by Landlord is not intended, shall not constitute and shall not be construed or interpreted to constitute a waiver of any default which may now or hereafter exist under the Lease; and (ii) other than as to the Term, this Agreement and such deferral by Landlord shall not constitute an amendment or modification of the Lease. All other rights of the Landlord contained in the Lease shall remain in full force and effect.

5. Termination Event. Landlord may declare a "Termination Event" upon the occurrence of the following: (i) the existence of any event of default under this Agreement, the Lease or any other agreement between Landlord and Tenant; (ii) Tenant shall fail to keep, perform, observe and/or comply with any covenants, agreement or term contained in this Agreement; or (iii) Tenant shall contest any term, provision, or acknowledgement contained in this Agreement or the Lease.

In addition, a "Termination Event" shall be automatically deemed to have occurred if, during the Deferment Period, Tenant shall commence (a) a voluntary proceeding, or if an involuntary

Initials: Tenant: _____

Landlord: _____

proceeding shall be commenced against Tenant (by one or more creditors other than Landlord), seeking liquidation, reorganization, or other relief with respect to Tenant or its respective debts under any bankruptcy, insolvency, receivership or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian, or other similar official of it or a substantial part of its property, or (b) any other judicial proceeding against Landlord.

6. Rights and Remedies upon Expiration or Termination. In addition to the other provisions of this Agreement, upon the expiration or termination of the Deferment Period, Landlord shall have the right to immediately cease or terminate Landlord's deferral of Tenant's rental obligations hereunder, without notice or demand.

7. Ratification. Except as expressly provided in this Agreement, all terms and provisions of the Lease are hereby ratified and confirmed and shall be and shall remain in full force and effect in accordance with their respective terms, and this Agreement shall not be construed to: (a) amend or modify the terms and provisions of the Lease except as to the Term thereof; (b) waive, modify, or impair any rights, powers or remedies of Landlord under the Lease upon termination of the Deferment Period; (c) constitute an agreement by Landlord or otherwise require Landlord to extend the Deferment Period; or (d) make any extension of credit to Tenant.

8. WAIVER AND RELEASE OF CLAIMS. TENANT REPRESENTS AND WARRANTS THAT IT HAS NO SET-OFF, COUNTERCLAIM, DEFENSE, CROSS-COMPLAINT, CLAIM, DEMAND OR OTHER CAUSE OF ACTION (HEREINAFTER REFERRED TO COLLECTIVELY AS "CLAIMS") AGAINST LANDLORD WHICH ARISE OUT OF THE LEASE, ANY OTHER TRANSACTION WITH LANDLORD, OR WHICH COULD BE ASSERTED TO REDUCE OR ELIMINATE ALL OR ANY PART OF TENANT'S LIABILITY PAY RENT OR TO SEEK AFFIRMATIVE RELIEF OR DAMAGES OF ANY KIND OR NATURE FROM LANDLORD, IRRESPECTIVE OF WHETHER ANY SUCH CLAIMS ARISE OUT OF CONTRACT, TORT, VIOLATION OF LAW OR REGULATIONS, OR OTHERWISE. TO THE EXTENT THAT ANY CLAIMS MAY EXIST, WHETHER KNOWN OR UNKNOWN, SUCH ARE HEREBY WAIVED AND RELEASED BY TENANT. FURTHER, TENANT ACKNOWLEDGES THAT LANDLORD MAY NEED TO TEMPORARILY SUSPEND OR CURTAIL CERTAIN NON-ESSENTIAL SERVICES/AMENITIES AT THE PROPERTY, INCLUDING MAINTENACE AND GENREAL PROPERTY MANAGEMENT SERVICES (AS DETERMINED BY LANDLORD IN ITS REASONABLE DISCRETION) FOR THE PURPOSE REDUCING OPERATING EXPENSES IN RESPONSE TO FISCAL CONSTRAINTS OR OTHERWISE DUE TO THE INTERRUPTION, SHORTGAE OR LIMITED AVAILABILTIY OF LABOR, MATERIALS OR THIRD PARTY SERVICES RESULTING FROM OR ARISING OUT OF THE COVID-19 PANDEMIC OR ANY GOVENRMENT ADVISORIES OR RESTRCITIONS ISSUED IN CONNECTION THERWITH. TO THE EXTENT THAT ANY CLAIMS MAY EXIST AGAINST LANDLORD RELATING TO SUCH MEASURES, WHETHER KNOWN OR UNKNOWN, THE SAME ARE HEREBY WAIVED AND RELEASED BY TENANT.

9. No Waiver: Strict Performance. Tenant hereby acknowledges and agrees that (i) no failure or delay by Landlord in exercising any right, power or remedy under this Agreement or under the Lease shall operate as a waiver thereof, (ii) no failure or delay by Landlord to insist upon the strict performance by Tenant of any term, condition, covenant or agreement or to exercise any right, power or remedy as a result of the breach thereof shall constitute a waiver of any such term, condition, covenant or agreement or of any breach thereof or preclude Landlord from insisting on the strict performance thereof, (iii) no single or partial exercise of any right, power or remedy of Landlord shall preclude further exercise of any right, power or remedy, and (iv) the acceptance by Landlord of a partial payment of any amount due under the terms hereof shall not constitute an accord and satisfaction of the full amount of the rent that is due and shall not preclude Landlord from requiring the full and timely payment of any and all amounts due under the terms hereof or the Lease

Initials: Tenant: _____

Landlord: _____

10. CONFIDENTIALITY. TENANT AGREES THAT THE MATTERS SET FORTH IN THIS AGREEMENT ARE OF A CONFIDENTIAL NATURE AND SHALL NOT BE DISCLOSED TO ANYONE FOR ANY PURPOSE, EXCEPT TO THE EXTENT REQUIRED BY LAW.

11. Counterparts. To facilitate execution, this Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which together shall constitute one and the same agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. In order to expedite the transaction contemplated herein, emailed or electronic signatures may be used in place of original signatures on this Agreement.

12. No Commitment. Tenant agrees that Landlord has not made any commitment or other agreement regarding the Lease, except as expressly set forth in this Agreement. Tenant warrants and represents that Tenant will not rely on any commitment or other agreement on the part of Landlord unless such commitment or agreement is in writing and signed by Landlord.

13. Time is of the essence. Time is of the essence in connection with the obligations of Landlord and Tenant under this Rent Deferment Agreement.

The undersigned have executed this Agreement to be effective as of the Effective Date.

LANDLORD:	**TENANT:**
City of West University Place, Texas	Good Cook, Inc.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

AGENDA MEMO

Business of the City Council
City of West University Place, Texas

Meeting Date	04.13.20	**Agenda Item**	9D
Approved by City Manager		**Presenter(s)**	Harrison Nicholson, Interim Director
Reviewed by City Attorney	Sent/Awaiting word	**Department**	Finance
Subject	Budget Amendment for Rollover Projects		
Attachments	1. Ordinance 2. Exhibit A – Budget Amendment Worksheet		
Financial Information	Expenditure Required:		N/A
	Amount Budgeted:		N/A
	Account Number:		N/A
	Additional Appropriation Required:		N/A
	Additional Account Number:		N/A

Executive Summary

The City's Fiscal Year 2019 (FY19) ended December 31, 2019. At that time, there were contracts, purchases of goods and services and other items that were approved in FY19, but the actual expenditure will be incurred in Fiscal Year 2020 (FY20). Therefore, staff is requesting that the expenditures and budget for those items carry over and be re-established FY20. All carryover items will be funded from available balances as of 12/31/19.

The amendments are as follows:

GENERAL FUND

Administration – Original appropriations total $1,565,010; amended appropriations total $1,590,923. Balance of 2019 encumbrance related to Poor Ditch Farm Plan ($14,105), City Currents ($4,328) and Zoning Review ($7,480).

Finance – Original appropriations total $1,867,675; amended appropriations total $1,868,057. Balance of 2019 encumbrance related to Office Remodel ($382).

Police - Original appropriations total $5,575,200; amended appropriations total $5,661,486. Balance of 2017 encumbrance for Shrader Engineering for virtual gate project ($86,286).

Public Works – Original appropriations total $3,573,700; amended appropriations total $3,615,944. 2019 encumbrance for Speed Limit Study around City Parks ($4,000), TCEQ Mandates ($8,837), Replace Pro Logic Controller ($18,377), Enclosed Trailer ($10,268), and Coke Property Detention Study ($762).

VEHICLE REPLACEMENT FUND

Automobiles – Original appropriations $115,000; Amended appropriations $189,068. Purchase of two patrol vehicles for Helfman Ford that were encumbered in 2019 but will not be received until 2020 ($74,068).

ASSET REPLACEMENT FUND
Other Equipment – Original appropriations $181,800; Amended appropriations $190,747. Balance of 2019 encumbrance related to the Environmental Investigation TCEQ LPST Case for storage tanks ($8,947).

TRANSPORTATION IMPROVEMENT FUND
Professional Services – Original appropriations $1,033,438; Amended appropriations $2,580,778. Balance of 2019 encumbrance for HDR Engineering for environmental engineering study for Buffalo Speedway project ($611,000) and Freese and Nichols ($936,340) also related to the Buffalo Speedway project.

2019 CO FUND (Certificates of Obligation Fund)
Virtual Gate Project – Original appropriations $2,458,169; Amended appropriations $3,861,975. Balance of 2019 encumbrance for Minutemen Security Technologies for project work on the Virtual Gate ($1,403,806).

WATER & SEWER CAPITAL PROJECTS FUND
Other Construction Costs – Original appropriations $975,000; Amended appropriations $2,255,590. Rollover of 2018 appropriations for the Bissonnet Water Line Improvement project that has still not been invoiced ($650,000). Rollover of balance of project to fully appropriate in 2020 for Lift Stations 1-12 Lining Project ($300,570). Rollover of 2018 appropriations to fully appropriate for the Drinking Water Disinfection Upgrades ($330,020).

Professional Services – Original appropriations $365,000; Amended appropriations $422,743. Rollover of balance of project to fully appropriate in 2020 for Lift Stations 1-12 Lining Project ($48,488). Rollover of 2018 appropriations to fully appropriate for the Drinking Water Disinfection Upgrades ($7,585). Rollover of 2019 appropriations related to the Waste Water Treatment Plant Master Planning Study ($1,670).

Recommended Action

Staff recommends that City Council adopt an ordinance approving and adopting an amendment to the 2020 budget for the carryover of 2019 expenditures and appropriations on first and final reading.

AGENDA MEMO

Business of the City Council
City of West University Place, Texas

Meeting Date	04.13.20	**Agenda Item**	9D
Approved by City Manager		**Presenter(s)**	Harrison Nicholson, Interim Director
Reviewed by City Attorney	Sent/Awaiting word	**Department**	Finance
Subject	Budget Amendment for Rollover Projects		
Attachments	1. Ordinance 2. Exhibit A – Budget Amendment Worksheet		
Financial Information	Expenditure Required:		N/A
	Amount Budgeted:		N/A
	Account Number:		N/A
	Additional Appropriation Required:		N/A
	Additional Account Number:		N/A

Executive Summary

The City's Fiscal Year 2019 (FY19) ended December 31, 2019. At that time, there were contracts, purchases of goods and services and other items that were approved in FY19, but the actual expenditure will be incurred in Fiscal Year 2020 (FY20). Therefore, staff is requesting that the expenditures and budget for those items carry over and be re-established FY20. All carryover items will be funded from available balances as of 12/31/19.

The amendments are as follows:

GENERAL FUND

Administration – Original appropriations total $1,565,010; amended appropriations total $1,590,923. Balance of 2019 encumbrance related to Poor Ditch Farm Plan ($14,105), City Currents ($4,328) and Zoning Review ($7,480).

Finance – Original appropriations total $1,867,675; amended appropriations total $1,868,057. Balance of 2019 encumbrance related to Office Remodel ($382).

Police - Original appropriations total $5,575,200; amended appropriations total $5,661,486. Balance of 2017 encumbrance for Shrader Engineering for virtual gate project ($86,286).

Public Works – Original appropriations total $3,573,700; amended appropriations total $3,615,944. 2019 encumbrance for Speed Limit Study around City Parks ($4,000), TCEQ Mandates ($8,837), Replace Pro Logic Controller ($18,377), Enclosed Trailer ($10,268), and Coke Property Detention Study ($762).

VEHICLE REPLACEMENT FUND

Automobiles – Original appropriations $115,000; Amended appropriations $189,068. Purchase of two patrol vehicles for Helfman Ford that were encumbered in 2019 but will not be received until 2020 ($74,068).

ASSET REPLACEMENT FUND
Other Equipment – Original appropriations $181,800; Amended appropriations $190,747. Balance of 2019 encumbrance related to the Environmental Investigation TCEQ LPST Case for storage tanks ($8,947).

TRANSPORTATION IMPROVEMENT FUND
Professional Services – Original appropriations $1,033,438; Amended appropriations $2,580,778. Balance of 2019 encumbrance for HDR Engineering for environmental engineering study for Buffalo Speedway project ($611,000) and Freese and Nichols ($936,340) also related to the Buffalo Speedway project.

2019 CO FUND (Certificates of Obligation Fund)
Virtual Gate Project – Original appropriations $2,458,169; Amended appropriations $3,861,975. Balance of 2019 encumbrance for Minutemen Security Technologies for project work on the Virtual Gate ($1,403,806).

WATER & SEWER CAPITAL PROJECTS FUND
Other Construction Costs – Original appropriations $975,000; Amended appropriations $2,255,590. Rollover of 2018 appropriations for the Bissonnet Water Line Improvement project that has still not been invoiced ($650,000). Rollover of balance of project to fully appropriate in 2020 for Lift Stations 1-12 Lining Project ($300,570). Rollover of 2018 appropriations to fully appropriate for the Drinking Water Disinfection Upgrades ($330,020).

Professional Services – Original appropriations $365,000; Amended appropriations $422,743. Rollover of balance of project to fully appropriate in 2020 for Lift Stations 1-12 Lining Project ($48,488). Rollover of 2018 appropriations to fully appropriate for the Drinking Water Disinfection Upgrades ($7,585). Rollover of 2019 appropriations related to the Waste Water Treatment Plant Master Planning Study ($1,670).

Recommended Action

Staff recommends that City Council adopt an ordinance approving and adopting an amendment to the 2020 budget for the carryover of 2019 expenditures and appropriations on first and final reading.

AGENDA MEMO

Business of the City Council
City of West University Place, Texas

Meeting Date	04.13.2020	**Agenda Item**	9E
Approved by City Manager	Yes	**Presenter(s)**	Tim Dang, Director
Reviewed by City Attorney	Yes	**Department**	Information Technology
Subject	Computer-Aided Dispatch Software		
Attachments	Software License and Service Subscription Agreement		
Financial Information	Expenditure Required:	$73,000	
	Amount Budgeted:	$75,000	
	Account Number:	502-08010-74007	
	Additional Appropriation Required:	None	
	Additional Account Number:	None	

Executive Summary

The approval of the agreement with CentralSquare Technologies to purchase Computer Aided Dispatch (CAD) software was originally approved by the City Council on January 27, 2020. However, after the approval by Council, CentralSquare's legal counsel requested amendments to the agreement.

The following changes were requested: (additional language is in red)

- **Page 8 Section 6.4 Termination without Cause, or Due to Non-Appropriation of Funds**
  After the fifth anniversary of the System Go Live date, this Agreement and the Software license granted herein may be terminated by either party by providing notice one-hundred eighty (180) days prior to the date the next annual maintenance payment is due. The obligations of Customer under this Agreement are expressly contingent upon the availability of governmental funding for each item and obligation contained herein for the term of the Agreement and any extensions thereto. CentralSquare shall have no right of action against Customer in the event Customer is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that Customer is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable Customer, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to CentralSquare at the earliest possible time.

- **Page 12 Section 8.14 Non-Discrimination; Required Representation**
  CentralSquare agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and CentralSquare agrees to abide by the requirements of the Americans with Disabilities Act of 1990. CentralSquare agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination

committed by CentralSquare, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement. In accordance with Section 2270.002 of the Texas Government Code (as added by Tex. H.B. 89, 85th Leg. R.S. (2017)), CentralSquare verifies that it does not boycott Israel and will not boycott Israel during the Term of this Agreement. In accordance with Section 2252.152 of the Texas Government Code (as added by Tex. S. B. 252, 85th Leg., R.S. (2017), CentralSquare covenants and agrees that it is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

The City Attorney has reviewed and approved the requested changes to the contract, but recommended that the amended contract be approved by Council.

The following information was originally presented to City Council at its January 27, 2020 meeting and conveys the purpose of the CAD software that has been in use by the City since 1998.

The Police Department (PD) has utilized TriTech's VisionAir software to facilitate Computer-Aided Dispatching (CAD) and dispatch reporting, which includes the digital recording and storage of dispatch call details that aid in investigations and responding to request for public records.

Recently, Tritech merged with other industry leaders to form a new parent company, Central Square Technologies who developed proprietary software called Zuercher Pro Suite, the successor to VisionAir.

Due to the transition, VisionAir no longer provides software updates, which caused a significant problem: an unexpected software flaw that is preventing WUPD from printing call slips and, with no updates, the issue cannot be resolved. Converting to Zuercher Pro Suite will not only resolve the call slip printing issue, the City will receive a variety of additional benefits including, but not limited to, the following:

- Compatibility with the City of West University Place's Virtual Gate program;
- Maintenance of evidence through a barcoding system;
- Harris County Automated Fingerprint Identification System (AFIS) integration;
- Form/template integration;
- AVL/Mapping capabilities; and
- Jail management

Overall, Zuercher Pro Suite software will streamline dispatch, police, and fire procedures via a more user-friendly platform with enhanced reporting features and a modern, proprietary, and fully supported software solution.

This purchase is exempt from competitive bidding requirements, per Local Government Code Sec. 252.022 because it is a sole source purchase (existing vendor upgrade), as well as, a Hi-Tech purchase.

The 2020 Budget included $75,000 to fund the proposed upgrade, and the cost of the proposal staff is recommending from Zuercher Technologies is $73,000.

Recommended Action

Staff recommends that City Council approve this revised agreement with CentralSquare Technologies, LLC for Computer Aided Dispatch software in the amount of $73,000, and authorize the City Manager to execute the contract.

Software License and Service Subscription Agreement

West University Place

Revised language is highlighted on
Page 8 Section 6.4 & Page 12 Section 8.14

This Software License and Service Subscription Agreement (this "Agreement") is made and entered into, and shall become effective as of the first day of the month in which it is signed by a duly authorized representative of the Customer first (1st) day of _____, 20__, ("Effective Date") by and between the City of West University Place ("Customer"), having its principal place of business at 3800 University Boulevard, West University Place, TX 77005, and CentralSquare Technologies LLC ("CentralSquare"), having its principal place of business at 4509 W. 58th Street, Sioux Falls, SD 57108. Customer and CentralSquare may also be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, Customer and TriTech Software Systems ("TriTech") (a CentralSquare Technologies, LLC company) previously entered into a Software License Agreement for the license and implementation of TriTech's VisionAIR public safety software application(s) (the "TriTech software"); and

WHEREAS, Customer desires to upgrade to the CentralSquare public safety software application(s) as further defined in this Agreement; and

WHEREAS, this agreement shall replace and supersede all prior agreements, written or oral, with respect to implementation and support for the Customer's VisionAIR application(s).

Now, therefore, in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

1.0 Exhibits and Order of Precedence

The following Exhibits are incorporated into this Agreement:

1. Exhibit A: Statement of Work
2. Exhibit B: Pricing Detail
3. Exhibit C: Payment Schedule
4. Exhibit D: Support Addendum

In the event of any inconsistency among the various documents that comprise this Agreement, the order of precedence shall be as follows: (i) the Agreement, followed by (ii) the Exhibits to the Agreement in the order in which they appear in *1.0, Exhibits and Order of Precedence*.

2.0 License

2.1 Grant of the License

In consideration of Customer's payment of the Subscription Fee set forth in *Exhibit B: Pricing Detail*, and subject to the terms and conditions set forth herein, CentralSquare hereby grants to Customer, and Customer accepts, a non-transferable and non-exclusive license to use certain CentralSquare software (the "Software") identified in *Exhibit B: Pricing Detail* only for Customer's own business purposes in object code format.

2.2 Copies and Modifications

Customer may make a copy of the Software solely for backup or archival purposes. No CentralSquare identifying marks, copyright or proprietary right notices may be deleted from any copies of the Software made by Customer. Customer shall not decompile, or create by reverse engineering or otherwise, the

Copyright © 2020 All Rights Reserved

source codes from the object code supplied hereunder, or adapt the Software in any way or use it to create a derivative work. CentralSquare shall not be responsible in any way for Software performance if the Software has been modified, except as modified by CentralSquare.

2.3 Restrictions on Usage

Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the CentralSquare Documentation.

Customer shall not access any Server Hardware except as provided in the CentralSquare Documentation or cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

2.4 Infringement

CentralSquare will at its expense defend against any claim, action or proceeding by a third party ("Action" herein) for infringement by the CentralSquare Software of copyright or trade secrets, provided that Customer immediately notifies CentralSquare in writing of such Action and cooperates fully with CentralSquare and its legal counsel in the defense thereof. CentralSquare may in its discretion (i) contest, (ii) settle, (iii) procure for Customer the right to continue using the CentralSquare Software, or (iv) modify or replace the CentralSquare Software so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement.) Customer may participate in the defense of such Action at its own expense. If CentralSquare concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Customer's use of the CentralSquare Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then CentralSquare will return to Customer the CentralSquare Software license fee(s) paid by Customer under this Agreement less a prorated portion of said fee(s) for Customer's use of the CentralSquare Software (calculated by multiplying the ratio of the number of months of actual use in live operations to thirty-six (36) months times the license fees paid) and the licenses granted in this Agreement shall terminate. In addition, in the event such Action results in a money judgment against Customer which does not arise, wholly or in part, from the actions or omissions of Customer, its officers, directors, employees, contractors, agents, or elected officials, or a third party, CentralSquare will, subject to Section 5.0 herein, indemnify Customer therefrom.

Notwithstanding the above, CentralSquare shall have no duty under this Section 2.4 with respect to any claim, action or proceeding arising from or related to infringements (i) by Third Party Software, including operating system software, or hardware, (ii) arising out of modifications to the CentralSquare Software and/or Documentation not made by CentralSquare, (iii) resulting from use of the CentralSquare Software to practice any method or process which does not occur wholly within the CentralSquare Software, or (iv) resulting from modifications to the CentralSquare Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Customer. This Section 2.4 states the entire obligation of CentralSquare regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.

Copyright © 2020 All Rights Reserved

3.0 Delivery, Fees and Payments

3.1 Delivery of Software to Customer

The Software shall be delivered in executable object code form only. CentralSquare shall initially deliver and install copies of the Software as set forth in *Exhibit A: Statement of Work*, in the quantities set forth in *Exhibit B: Pricing Detail.* Except as stated in *Exhibit D: Support Addendum*, CentralSquare shall not be responsible for providing any updates, enhancements, modifications, revisions, additions, replacements, conversions or maintenance to the Software.

3.2 Delivery of Hardware to Customer

CentralSquare shall ship Hardware provided under this Agreement as set forth in *Exhibit B: Pricing Detail* to Customer's location at a mutually agreeable time in the project timeline. Items shipped via commercial carrier are FOB destination at the fixed price stated in *Exhibit B: Pricing Detail*. It shall be Customer's responsibility to install all Hardware and to perform proper facility preparation (such as appropriate uninterrupted power, air conditioning, space, electrical drops, security, network equipment, network drops, etc.) not specified in this Agreement as being provided by CentralSquare, but necessary to accommodate equipment as specified in the Statement of Work before, during, and/or after installation.

3.3 Delivery of Services to Customer

CentralSquare will provide Services as set forth in *Exhibit A: Statement of Work*.

3.4 Fees

Customer will pay CentralSquare, without deduction or offset, an annual Subscription Fee of $73,000. The Subscription Fee shall be due annually on the anniversary of the Effective Date of this Agreement. The annual Subscription Fee shall increase by an amount from the prior year as delineated within Exhibit B. These amounts do not include any taxes. See Agreement section *8.13 Taxes* for more information.

3.5 Late Payment

If Customer fails to pay any amount due within thirty (30) days of invoice date, Customer shall pay late charges of one and one half percent (1.5%) or the highest allowed by law, whichever is lower, per month on such balance, together with all of CentralSquare's expenses, collection costs and reasonable attorneys' fees incurred in enforcing this Agreement.

3.6 Additional Components

Other components (hardware and/or software, collectively "Third-Party Components") may be desired for use with the System. CentralSquare assumes no responsibility under this Agreement for obtaining and/or supporting any Third-Party Components except as expressly agreed herein. This includes, but is not limited to, networking equipment, workstations, servers for third-party systems, mobile networking equipment, and mobile workstations, laptops, or tablets.

3.7 Third-Party Costs

Except as expressly agreed herein, CentralSquare assumes no responsibility for any third-party costs

Copyright © 2020 All Rights Reserved

related to implementation of the System. This includes, but is not limited to, any third-party costs associated with the implementation of Interfaces as defined in *Exhibit A: Statement of Work*.

4.0 Rights and Obligations

4.1 Proprietary Rights

CentralSquare represents that it is the owner of or otherwise has the rights to the Software and that it has the right to grant the License. CentralSquare retains title to the Software and its associated Documentation, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. Customer shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software or its associated Documentation, which shall be confidential information of CentralSquare and the sole and exclusive property of CentralSquare. CentralSquare hereby expressly reserves any right not expressly granted to Customer by this Agreement. No identifying marks, copyright or proprietary right notices may be deleted from any copy of the Software provided to or made by Customer. All right and title to any third-party software provided by CentralSquare under this Agreement shall remain with the applicable vendor thereof. Nothing in this Agreement shall be construed as conveying title in the Software, its associated Documentation, or any third-party software to Customer.

4.2 Trademarks and Trade Names

Any and all trademarks and trade names, which CentralSquare uses in connection with the License granted hereunder, are and shall remain the exclusive property of CentralSquare. Nothing contained in this Agreement shall be deemed to give Customer any right, title or interest in any trademark or trade name of CentralSquare.

4.3 Confidentiality

Except as otherwise provided in this Agreement, Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated Documentation to others. Customer shall use its reasonable best efforts to cooperate with and assist CentralSquare in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

4.3.1 CentralSquare agrees to maintain Customer's confidential business information and confidential data, including patient identifying data, to which CentralSquare gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. Customer will use reasonable efforts to identify or designate information or data as confidential at or within five (5) business days of disclosure. Notwithstanding the above, CentralSquare shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired (including without limitation any feedback, suggestions, or other information or materials) as a result of or in connection with this Agreement to make modifications and enhancements to the CentralSquare Software or Documentation. Customer shall acquire no intellectual property ownership rights to the CentralSquare Software or Documentation as a result of such use, whether as author, joint author, or

Copyright © 2020 All Rights Reserved

otherwise. Confidential information does not include any information which (a) is generally available to the public or becomes generally known to the public through no act or omission of CentralSquare or any violation of confidentiality; (b) is disclosed to CentralSquare by third parties without breach of confidentiality obligations; (c) is already in the lawful or rightful possession of CentralSquare prior to receipt of the confidential information or (d) is developed independently by CentralSquare without use of the confidential information.

4.3.1.1 CentralSquare maintains a security program for managing access to customer data – particularly HIPAA and CJIS information ("Security Approved Personnel"). This includes 1) a pre-employment background check; 2) security training required by Federal CJIS regulations; and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Customer to provide reasonably required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

4.3.1.2 If required by the Customer, CentralSquare will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the CentralSquare staff's job assignment. If the Customer requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Customer's site, the Customer will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Customer's site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare office location. This provision will apply during the installation of the Project and for the duration of the Customer's Support Addendum.

4.4 Termination for Breach

CentralSquare may immediately terminate this Agreement, including all license rights and support granted herein, in the event Customer breaches any of its material confidentiality obligations regarding the Software and its associated Documentation.

4.5 Non-Confidential Information

Confidentiality obligations of the Parties shall not extend to information that:

(a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;

(b) was known to the receiving party at the time of its disclosure and such knowledge can be proven by documentation;

(c) is independently developed by the receiving party;

(d) is subsequently learned from a third party not under a confidentiality obligation to the providing party; or

(e) is required to be disclosed pursuant to court order, subpoena, or government authority, whereupon the receiving party shall provide notice to the other party prior to such disclosure.

Copyright © 2020 All Rights Reserved

4.6 Limited Warranties

4.6.1 *Software Warranties*

CentralSquare warrants that: (i) it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement. CentralSquare further warrants that for a period of twelve (12) months from the date of Go Live (the "Warranty Period"), the CentralSquare Software will perform in conformance with the CentralSquare Documentation and any applicable specifications set forth in *Exhibit A: Statement of Work*. CentralSquare's sole obligation or liability during the Warranty Period shall be to use commercially reasonable efforts to correct the Software upon receipt of written notice of a warranty defect from Customer, in a reasonable time in accordance with the provisions of *Exhibit D: Support Addendum*. In the event CentralSquare fails to remedy material defects in the Software under this warranty, Customer's sole remedy and CentralSquare's sole liability shall be to receive a refund of any fee paid hereunder for the portion of the Software, if any, which contains an uncorrected material defect.

4.6.1.1 Wireless Service Limitations

Problems in the CentralSquare software or transmission of data caused by wireless services, including cell phone carriers, cell phone devices and operating systems, and any personal settings on the devices are not warranted by CentralSquare, or covered under the terms of this Agreement. The Customer's use of services provided by wireless service providers or carrier, or transmission of data from cell phone carriers, cell phones and operating systems, and the security, privacy, or accuracy of any data provided via such services is at the Customer's sole risk.

4.6.2 *Hardware and Third-Party Software Warranties*

CentralSquare warrants that, at the time of delivery, the Hardware will be new and unused, and will be provided with title, free and clear of all liens and encumbrances.

CentralSquare will be solely responsible for processing and managing of all Hardware and Third-Party Software warranty claims that may be necessary during the term of this Agreement.

CENTRALSQUARE EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.7 Legal Relationship

It is expressly understood by Customer and CentralSquare that CentralSquare shall not be construed to be, and is not, an employee of Customer. CentralSquare shall provide services to Customer as an independent contractor with control over the time, means and methods for accomplishing the services outlined in this Agreement. CentralSquare further acknowledges that it is not entitled to such benefits as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment.

4.8 Insurance Provision

CentralSquare, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

Copyright © 2020 All Rights Reserved

(a) Commercial General Liability Insurance: Commercial general liability insurance with a limit of $1,000,000 for each occurrence; $2,000,000 in the aggregate.

(b) Professional Liability Insurance: Professional liability insurance with a limit of $5,000,000 each claim; $5,000,000 in the aggregate.

(c) Business Automobile Liability Insurance: Business automobile liability insurance or equivalent form with a limit of not less than $1,000,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

At Customer's request, CentralSquare shall provide properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days prior written notice to Customer.

5.0 Indemnification and Limitation of Liability

CentralSquare shall indemnify, defend and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

Notwithstanding the foregoing, the aggregate liability of CentralSquare for any reason and upon any cause of action of claim, including, without limitation, CentralSquare's obligation to indemnify and hold harmless under this agreement, shall be limited to direct damages which shall not exceed (i) the amount of the fees paid for the portion of the System giving rise to such claims in the aggregate, including, without limitation, breach of contract, breach of warranty, indemnity, negligence, strict liability, misrepresentations, and other torts; or (ii) for claims arising under annual maintenance, the amount of the maintenance fees paid for the term in which the claim arises.

IN NO EVENT SHALL CENTRALSQUARE, ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER CENTRALSQUARE HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

6.0 Term and Termination

6.1 Term

The "Initial Term" of this Agreement shall commence as of the Effective Date and extend for a period of twelve (12) months thereafter. The Initial Term includes installation and related Services as set forth in

Copyright © 2020 All Rights Reserved

the Statement of Work.

The "Term" of this Agreement shall be for five (5) one (1) year subscription periods for a total of sixty (60) months from the date of the Anniversary Date. Subscription Fees shall be payable to CentralSquare Technologies and are due annually on each respective Anniversary Date, whether Final Acceptance has been achieved or not.

Upon expiration of the Term, this Agreement will automatically renew for one (1) year terms at an annual Subscription Fee increase of five 5%.

6.2 Termination - By CentralSquare for Cause

In addition to various other express rights of CentralSquare to terminate this Agreement set forth herein, CentralSquare shall also have the right to terminate this Agreement upon thirty (30) day's prior written notice and cancel any unfulfilled portion of it by written notice to Customer due to Customer's failure to comply with any material terms or conditions of this Agreement, or in other cases if: (i) Customer becomes bankrupt or insolvent or enters into any arrangement or composition with its creditors or if a receiver is appointed to direct the business of Customer, or (ii) Customer sells or assigns its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer or assets, sale of stock, operation of law or otherwise, without the express written permission of CentralSquare or (iii) upon Customer's breach of the License or confidentiality and nondisclosure provisions contained herein, or (iv) upon a violation of CentralSquare's proprietary rights hereunder. The termination of this Agreement shall automatically terminate and extinguish the License.

CentralSquare may exercise any rights available to it under Texas State law to terminate for cause upon the failure of Customer to comply with the terms and conditions of this Agreement; provided that CentralSquare shall give Customer written notice specifying Customer's failure and a reasonable opportunity for Customer to cure the defect.

6.3 By Customer for Cause

Customer may terminate this Agreement for cause based upon the failure of CentralSquare to comply with any material terms and/or conditions of the Agreement, provided that Customer shall give CentralSquare thirty (30) days' written notice specifying CentralSquare's failure. If within thirty (30) days after receipt of such notice, CentralSquare shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Customer may, at its option, place CentralSquare in default and the Agreement shall terminate on the date specified in such notice.

6.4 Termination without Cause, or Due to Non-Appropriation of Funds

After the fifth anniversary of the System Go Live date, this Agreement and the Software license granted herein may be terminated by either party by providing notice one-hundred eighty (180) days prior to the date the next annual maintenance payment is due. The obligations of Customer under this Agreement are expressly contingent upon the availability of governmental funding for each item and obligation contained herein for the term of the Agreement and any extensions thereto. CentralSquare shall have no right of action against Customer in the event Customer is unable to fulfill its obligations under this Agreement as

Copyright © 2020 All Rights Reserved

a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that Customer is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable Customer, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to CentralSquare at the earliest possible time.

6.5 Post-Termination Obligations

All provisions hereof relating to CentralSquare's proprietary rights, confidentiality, non-disclosure and non-solicitation shall survive the termination or expiration of this Agreement. Any fees due as per *Exhibit C: Payment Schedule* for work completed prior to termination shall still be paid by Customer. In the event of termination of this Agreement prior to implementation of the CentralSquare Software, or termination due to Customer's breach of CentralSquare's intellectual property rights, the license to the CentralSquare Software granted under this Agreement shall also terminate and Customer shall remove all CentralSquare Software from its computer system and at CentralSquare's direction, either return or destroy the Software and its associated Documentation.

7.0 Customer Responsibilities

Customer shall provide one primary Project Manager to be the main point of contact for CentralSquare. Duties of the Project Manager are outlined in *Exhibit A: Statement of Work*.

7.1 Risk of Loss, Title and Security Interest

Customer will maintain adequate insurance against fire, theft or other loss for the System's full insurable value. Customer will be responsible for any personal property taxes assessed on any portion of the System once delivered to Customer's premises. CentralSquare reserves and Customer grants CentralSquare a security interest in the System and Customer agrees and acknowledges a limited right of possessory interest in the System.

7.2 Delivery

Customer shall ensure that personnel are available to receive delivery of Software and Hardware at the location designated for installation, at a date and time mutually agreed to by Customer and CentralSquare.

8.0 Miscellaneous

8.1 Force Majeure

Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay.

8.2 Governing Law

This Agreement and performance hereunder shall be governed by the law of the State of Texas, without giving effect to the principles of conflict of law of such state or international treaties.

Copyright © 2020 All Rights Reserved

8.3 Forum Selection

The Parties hereby submit to the exclusive jurisdiction and venue of Texas state, or federal courts with respect to any action between the Parties relating to this Agreement.

8.4 Assignment

This Agreement shall apply to, inure to the benefit of, and be binding upon the Parties hereto and upon their permitted successors in interest and permitted assigns. Customer may not assign, without the prior written consent of CentralSquare, which consent shall not be unreasonably withheld, Customer's rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

8.5 Notice

Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt hereof; (ii) if mailed, 7 days after deposit in the U.S. mails, postage prepaid, certified mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth on the first page hereof.

8.6 Survival

All provisions of this Agreement relating to proprietary rights, confidentiality, non-disclosure and to payment of fees by Customer shall survive the termination of this Agreement.

8.7 No Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

8.8 Enforceability

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

8.9 Remedies

Unless otherwise specified herein, the rights and remedies of the Parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available at law or in equity.

8.10 Headings

The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

8.11 No Third-Party Beneficiaries

The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer

Copyright © 2020 All Rights Reserved

any rights or benefits on any third party, and that there are no third-party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

8.12 Limitation of Actions

No action, regardless of form, arising out of or relating to this Agreement or the subject matter hereof may be brought by either party more than two (2) years after the cause of action has initially arisen, with the exception of either Party's breach of its confidentiality or non-disclosure obligations herein or Customer's violation of CentralSquare's proprietary rights in the Software or any other software owned or licensed by CentralSquare.

8.13 Taxes

Customer shall, in addition to the payments required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transactions contemplated hereby, excluding, however, income taxes on net profits which may be levied against CentralSquare. Customer shall reimburse CentralSquare for the amount of any such taxes or duties paid or accrued directly by CentralSquare as a result of this transaction. If Customer is a tax-exempt organization, Customer will provide CentralSquare with documentation required by the taxing authority to support such exemption at the time of Execution of this Agreement.

8.14 Non-Discrimination; Required Representations

CentralSquare agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and CentralSquare agrees to abide by the requirements of the Americans with Disabilities Act of 1990. CentralSquare agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by CentralSquare, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement. In accordance with Section 2270.002 of the Texas Government Code (as added by Tex. H.B. 89, 85th Leg. R.S. (2017)), CentralSquare verifies that it does not boycott Israel and will not boycott Israel during the Term of this Agreement. In accordance with Section 2252.152 of the Texas Government Code (as added by Tex. S. B. 252, 85th Leg., R.S. (2017), CentralSquare covenants and agrees that it is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

8.15 Change Orders

Change orders and out-of-scope work will be defined by written agreement.

8.16 Entire Agreement

This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire

Copyright © 2020 All Rights Reserved

agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

9.0 Definitions

(a) **Anniversary Date:** means the annually reoccurring date of this Agreement's Effective Date.

(b) **Documentation**: All written, electronic, or recorded end user and system administrator documentation and functional descriptions therein that describe the uses, features, and functional capabilities of the System, and that are published or provided to Customer by CentralSquare.

(c) **Executable Object Code**: Software code which has been compiled for use by the computer and is no longer directly readable or modifiable by humans.

(d) **Execution of Agreement**: Date Agreement is signed by all enumerated Parties.

(e) **Hardware**: All hardware, equipment, and other tangible non-Software items supplied to Customer by CentralSquare under this Agreement.

(f) **Go Live**: The use of the System as a live, non-test-bed system. This can be exhibited by events such as the completion of the first real-world booking, the taking of the first real-world call for service, the entry of the first real-world case report, or a similar event dealing with real-world use.

(g) **Software**: Any computer programs in object code form and any updates, enhancements, modifications, revisions, additions, replacements or conversions thereof owned by CentralSquare and set forth or identified in *Exhibit B: Pricing Detail* or subsequently licensed to Customer. Software specifically excludes any Third-Party Software.

(h) **Services**: All project management, training, data conversion, and other services to be provided by CentralSquare under this Agreement.

(i) **SSH**: Secure Shell. A cryptographic protocol for securing data which it transmitted over an insecure network.

(j) **Subscription Fee**: the total subscription fee of the items as specified in Exhibit B: Pricing Detail, including, as applicable, equipment, software licenses, and services, acquired under this Agreement, and if included as a line item in Exhibit B, any applicable sales, use, value added, or other such governmental charges.

(k) **System**: The collective whole of all Software, Hardware, and Services to be purchased, developed, licensed, supplied, installed, configured, or implemented by CentralSquare under this Agreement.

(l) **Third-Party Software**: Any software to be supplied by CentralSquare under this agreement

Copyright © 2020 All Rights Reserved

that is purchased or licensed from any source external to CentralSquare for use with or integration into the System.

Copyright © 2020 All Rights Reserved

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT, INCLUDING ITS EXHIBITS, AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

West University Place

Signer's Name: _____

Signer's Title: _____

_____ _____

Signature *Date*

CentralSquare Technologies, LLC

Signer's Name: _____

Signer's Title: _____

_____ _____

Signature *Date*

Copyright © 2020 All Rights Reserved

Exhibit A: Statement of Work

CentralSquare will provide Software, Hardware and Services substantially similar to those outlined below, in the quantities specified in *Exhibit B: Pricing Detail*.

1.0 Software

The software detailed in the following sections includes, but is not limited to, the listed functionality.

Pro Suite Base	• Operating system software • Database software • Master name index • Master address index • Master vehicle index	• Secure intra-Customer messaging • Configurable dashboard • Web address links • No duplicate data entry • Authentication
Administration (Core)	• Equipment • Fleet Management • Inventory Management • Purchase Requisitions	• Service Dogs • Policy Manual • Full audit trail • Custom Forms
CAD (Core)	• Command-line entry • Bulletins • Configurable CAD Windows • Inactivity Alarms • Rip and Run • Full audit trail	• Command Log • Triple I • Custom CAD Commands • Unit Alarms • ANI/ALI
CAD (Advanced)	• Alarm Billing • Alarm Calls • Nurse Calls • Scheduled and Recurring Scheduled Calls • Tow Calls • Custom Forms	• NCIC Automation • Basic Paging • Run Cards and Unit Recommendation • Unit Specialties • Web windows • Caller Location Query (CLQ) Subscription Service
Mapping (Core)	• Command-line entry • Drag and drop commands • Visual status alerts • User-configurable map layers	• Active calls for service • Call for service click-through • Custom map markers

Copyright © 2020 All Rights Reserved

Mapping AVL	• Vehicle locations on map	• Call for service integration
Mapping AVL Playback	• Displays on the map • View by time, by unit, by CFS	• Print or export playback data
Financial (Core)	• Double-entry accounting • Automatic invoice creation • Configurable addition of fees based on Records workflow • Account reconciliation	• Receipt generation • Statement printing • Bulk Invoice Payments • Full audit trail
Jail (Short Term Holding Only)	• Booking and Release Wizard • Cell Occupancy Log • Activities • Basic Bank • Issued Property • Medicine	• Inmate Property • Victim Notification • Visitor logging • Jail Log • Shift Log • Full audit trail
Mobile Core	• Grants access to the Zuercher Mobile application	
Mobile AVL	• Vehicles shown on map	• Call for service integration
Mobile CAD	• User-configurable layouts • Day/Night mode • Instant messaging	• Silent dispatch • Bulletins/BOLOS • NCIC queries
Mobile Mapping	• Active calls for service • Map Markers • Visual status alerts	• User configurable map layers • Route from current location to CFS location
Mobile Records	• Cases • Warrants	• Master index access (including mug shots and alerts)
Personnel (Core)	• Personnel Log	• Full audit trail

Confidential and Proprietary
Copyright © 2020 All Rights Reserved

Personnel (Advanced)	• Commendations • Disciplinary Actions • Positions • Promotions	• Service History • Training • Citizen Feedback
Records (Core)	• Case Reports • NIBRS/UCR Submission • Master Record Notes • Protection Orders • Warrants • Juvenile Referral List	• Pawn Property • Pistol Permits • Sex Offenders • Full audit trail
Records (Advanced)	• Field Identifications • Expungement • Intelligence Cases • Investigative Leads • Form Requirements	• Tow Calls • Bicycle Registrations • Parking Tickets • Custom Forms
Reporting (Core)	• Pre-defined reports • Custom reports • Ad-hoc reports • Drag and drop report building • Export to PDF, XLS, XML, TXT	• Custom data filters • Statistical analysis • Scheduled reports • COMSTAT compatible • Emailed reports
Field Ops	• CJIS compliant mobile device app • Integrated photo and audio capture tools	• Real-time CFS data access • Uses existing Zuercher Suite user credentials
Community Data Platform (CDP)	• Search engine for Zuercher Suite CAD and RMS Data • Up to 10 concurrent users supported	• State-wide data sharing

Confidential and Proprietary
Copyright © 2020 All Rights Reserved

1.1 Interfaces

All costs related to Zuercher's implementation of the following interfaces is represented in *Exhibit B: Pricing Detail*. Any third-party costs or charges incurred related to the implementation of the following interfaces will be the responsibility of Customer.

Any interfaces that cannot be deployed as part of System go-live due to Customer or a third-party vendor not being ready for deployment shall not delay Software or Hardware Acceptance.

Customer shall not allow any party, other than Zuercher, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the Zuercher Documentation.

Zuercher backend server software is wholly managed by Zuercher and the Customer shall not attempt to access it, except as provided in the Zuercher Documentation. Customer shall not cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

Refer to *Exhibit A: Statement of Work: 3.2 Implementation Process* overview for interface implementation information.

Standard Interfaces

The following are sold as standard interfaces. There will be no software modifications or changes to these standard interfaces:

1.1.1 *CAD – Basic Paging Interface (SMTP/Email) (Export)*

This is a one-way interface from Zuercher CAD. Pages are sent via email and/or SMS from Zuercher CAD. Zuercher enables the paging functionality in CAD.

Customer is responsible for configuring paging groups, templates, and trigger events for this interface.

1.1.2 *CAD – E911 (ANI/ALI) Interface (Import)*

This is a one-way interface from the 911 service provider to Zuercher CAD. It prepopulates calls for service by parsing raw spill data from the 911 service and importing it.

Customer is responsible for ensuring that:

(a) 911 service provider sets up the serial connection from the 911 controller to Zuercher CAD.

(b) 911 spill data can be pushed to Zuercher CAD at a decided upon frequency.

(c) ALI data meets NENA standards

1.1.3 *CAD – ESO Solutions Interface (Export)*

This is a one-way interface from Zuercher CAD to the ESO medical/EMS/FRMS system. When triggered, qualifying information from CAD will be automatically exported to the ESO's SOAP-based web service. Exported CAD data includes: address, case number, responding agencies, and applicable agency unit times (alarm, enroute, on scene, and cleared*.)

**This interface will support multiple exports during a CFS (i.e. dispatch, enroute, on scene, and available times).*

Copyright © 2020 All Rights Reserved

1.1.4 *CAD – Rip and Run Interface (Fax/Email)*

This is a one-way interface from Zuercher CAD to fax and email services. Completed Calls for Service (CFS) from CAD are output (printed) to the services. Zuercher provides the connection from Zuercher Suite to the SMTP server.

Customer will provide Zuercher with SMTP information for setup and will manage all user configurations.

1.1.5 *Jail – LiveScan/AFIS Interface (Export)*

This is a one-way interface from Zuercher Jail to the AFIS network. When an inmate is booked into Jail, a NIST file is sent to the AFIS Livescan device. Zuercher Technologies creates the web service which sends the NIST file to AFIS.

1.1.6 *Records – TX Crime Reporting (TIBRS) Interface*

This is a one-way interface from Zuercher Records to TX NIBRS. Customer is able to select cases in Zuercher Records and manually export those cases to a text file on the local file system. From there, Customer provides the file to the state system. Zuercher creates functionality to support the text file export from Zuercher Records.

1.1.7 *Records – N-DEx Adapter (IA IEPD)*

This is an adapter that produces XML that is conformant to the N-DEx Incident/Arrest (IA) IEPD. Zuercher Suite transmits data to the N-DEx web service via Zuercher's existing N-DEx WSDL. Data transmission does not include all fields defined in the IEPD.

1.1.8 *Pro Suite – TLETS/NCIC Interface (Basic Queries)*

This is a two-way interface between Pro Suite and the Zuercher-provided NCIC server. The following basic queries will be generated by Pro Suite and passed to the NCIC server: QA (Article), QB (Boat), KQ (Driver History), QW (Drivers License), QG (Gun), QV (Vehicle Insurance), RQ (Vehicle Registration), Data Mining (TX Only). The Zuercher-provided NCIC server then sends the queries on to NCIC and collects the results. Those query results are then sent back to Pro Suite.

Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server. NCIC data returns will only be returned for the state in which Customer is located.

1.1.9 *Pro Suite – Time Synchronization Interface*

This is a one-way interface that uses NTP to keep all Zuercher server's clocks in sync.

Non- Standard Interfaces

The following interfaces are sold as requiring Zuercher Development. Zuercher will work with the Customer and Vendor on scope requirements prior to development:

1.1.10 *Mobile – Genetec ALPR Interface (Import)*

This is a one-way integration between Genetec's LPR system and CSPro Mobile. When a hit is issued by the LPR system, a validate hit button is displayed on the LPR system screen. When the user selects the validate hit button, the license plate data is sent as XML to a shared directory on the mobile computer. CSPro then processes the XML file to pre-populate and send an in-state vehicle registration query.

Customer and Genetec are responsible for setting up the LPR system to enable the validate hit button as well as the shared directory for the XML files.

Copyright © 2020 All Rights Reserved

1.2 Data Conversion

Zuercher will provide data conversion services for Customer's current GIS map data. The contents of the data conversion will be determined by the Data Conversion Specification and GIS Specification documents.

The listed data conversion services and their associated costs are based on Zuercher's understanding of Customer's needs and current system. Any modules not explicitly listed in this section are not a part of the current project scope and will not be included in implementation. If additional module conversions are required, each one will come at an additional cost based on the scope of the work required for each.

Customer shall work with its existing vendors to obtain unencrypted data for conversion in one of the following compatible formats:

(a) MS SQL .bak files with database version and credential information

(b) MySQL .dump or .sql files with database version and credential information

(c) PostgreSQL .sql files with database version and credential information

(d) MS Access 2003 or newer .mdb files

(e) CSV files with column headers and relationship mapping documentation

(f) Oracle 10g or newer backup files

1.2.1 *One-time GIS Data Set Up*

In Zuercher's efforts to make sure that Customer-supplied GIS data is working to the best of its abilities, Zuercher will run a series of tests to ensure that the GIS data is ready for first installation. In addition, the data will be set up with the proper configuration and loaded into an ArcGIS map document that is required for the software to operate. Address locator and network dataset files will be created and updated for proper geocoding and routing abilities.

A thorough GIS data review by Customer is imperative for an effective and organized Zuercher software Go Live.

Zuercher cannot make any guarantees for the spatial nor the tabular accuracy of Customer-supplied GIS data as it pertains to geocoding results, routing, and searching. Customer understands that there are several steps involved to make the GIS data sufficiently perform the abovementioned functions. If Customer is unable to make these corrections on its end, a GIS data contract can be set up with Zuercher to ensure the data is built according to the desired specifications.

Zuercher will apply one (1) GIS update per month to the Customer's map as part of this contract.

Copyright © 2020 All Rights Reserved

2.0 Customer Hardware, Network and Power Requirements

Zuercher is not responsible for physical installation of the computer hardware required for operating Zuercher Software. Zuercher is not responsible for networking any hardware.

Unless otherwise specified, Customer will be responsible for providing the following to meet the hardware, network and power requirements for the System.

2.1 Server Hardware

1. Two (2) rack-mount servers will be provided by Zuercher as part of this agreement.
2. They will be configured as Zuercher Suite Servers as follows:
   (a) One (1) Production Server with Lantronix remote access device
   (b) One (1) Testing/Training server
3. The servers will be installed at West University Place Police Department.
4. In addition to the standard Zuercher Suite operating environment, the Production Server will have the capability of running the following on a virtual machine:
   (a) One (1) virtual NCIC server (message switch)
   (b) One (1) virtual GIS server
5. Ten (10) inches of rack space is required at the primary server location for one (1) Zuercher Suite Production rack-mounted server (3.5”), one (1) Zuercher Suite Testing/Training rack-mounted server (3.5”), and one (1) Lantronix remote access device (3.0”).

2.2 Production and Testing/Training Server Network Requirements

1. Six (6) open Ethernet cables and ports to be used by one (1) Zuercher Suite Production rack-mounted server, one (1) Zuercher Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
2. Static IP addresses that include four (4) for the Zuercher Suite Production rack-mounted server, three (3) for the Zuercher Suite Testing/Training rack-mounted server, and one (1) for the Lantronix remote access device.
3. Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the *Network Requirement Specifications* and *Server Requirement Specification* documents provided by Zuercher.

2.3 Production and Testing/Training Server Power Requirements

1. One (1) uninterrupted power supply (UPS) that support 1000 watts.
2. Power supply that will handle dual 720 watts for one (1) Zuercher Suite Production rack-mounted server, one (1) Zuercher Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.

Copyright © 2020 All Rights Reserved

3. Server cooling that will ensure the appropriate temperatures for one (1) Zuercher Suite Production rack-mounted server, one (1) Zuercher Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.

3.0 Services

3.1 Project Management

3.1.1 *Customer Project Manager*

Customer shall provide one primary Project Manager to be the main point of contact for Zuercher.

A single, dedicated Project Manager will be assigned to manage the project for all Customers included in this installation.

Customer will identify a Zuercher Build Team. With assistance from Zuercher Implementation Analysts, Customer's Build Team is responsible for the configuration of Zuercher software. The Build Team should expect to devote 10-20% of each week of implementation to Zuercher configuration work.

Customer's Project Manager and Build Team will work within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday) to enable mutual availability to work with Zuercher on configuration and project activities.

Customer's Dedicated Project Manager _____

3.1.1.1 Customer's Dedicated Project Manager Responsibilities

1. Have the authority to speak for Customer from a project perspective.
2. Designate people responsible for specific roles as needed, examples below:
    (a) Module Subject Matter Experts (SMEs)
    (b) Hardware Project Manager
    (c) Zuercher Build Team Members
    (d) Data Conversion Review Team Members
    (e) Interface points of contact at Customer (assigned per interface)
3. Involve Customer decision makers when needed
4. Escalate issues to the Zuercher project manager
5. Eliminate roadblocks for completing project on schedule
6. Sign various project documents and ensuring signoff documents and deliverables are provided to Zuercher project manager in a timely manner
7. Organize training schedules, training rooms, and training equipment
8. Provide real world scenarios for testing and review

3.1.2 *Zuercher Project Manager and Project Team*

From the start of the project, a Zuercher project manager will work with Customer as the single point of

Copyright © 2020 All Rights Reserved

contact for implementation of the Zuercher Suite system. The project manager will develop and manage the implementation schedule and will coordinate with Customer to keep the project on track and on schedule. The project manager will conduct weekly status meetings to provide Customer with project updates.

The Zuercher project team, under the direction of the project manager, will visit pertinent areas of Customer and will meet with key Customer personnel to understand Customer's operational needs and business rules. Team members will observe Customer's daily operations first-hand and use that information to identify how the Zuercher Suite system would best be configured to match and enhance Customer's workflows. The project team will train Customer system administrators on configuration options and code table setup.

3.2 Implementation Process Overview

Zuercher uses a multi-phase approach to ensure a successful implementation for each Customer. Trained and experienced members of the Zuercher implementation team move through the process with Customers to ensure successful outcomes. Timelines will be discussed with Customer's project manager and will be mutually agreed upon to ensure a successful Go Live.

3.2.1 *Kickoff Meeting*

Upon contract signature, a kickoff meeting is scheduled to initiate the implementation process, setting up a statement of work, server installations and scheduling the Business Practice Review (BPR).

3.2.2 *Business Practice Review*

During this meeting, the Zuercher project team works with Customer's build team and will demo Zuercher Suite modules and guide the agency on their configuration tasks.

3.2.2.1 Configuration

Customer plays a large part in the configuration and setup of the final system. Configuration of Zuercher software is guided by Business Analysts, via in-person or remote online sessions, but is considered a Customer responsibility to complete.

3.2.2.2 Data Conversion and GIS Data Conversion

Data not contained in systems listed in *Exhibit A: Statement of Work: 1.2 Data Conversion* will not be converted. Code tables, data mapping, and other system configuration will be entered by Customer with the assistance of a Zuercher Business Analyst. Code tables will not be part of the converted data.

A major part of data conversion is review of data that has been converted to Zuercher software. Customer plays a key role in this data review.

A thorough data conversion review by Customer is imperative for an effective and organized Zuercher software Go Live. Customer should expect to devote 10-20% of each week of the data conversion process to Zuercher configuration work. Each module converted will require participation of SMEs.

See *Exhibit A: Statement of Work: 1.2.1 GIS Data Conversion* for information regarding the GIS data conversion process.

3.2.2.3 Interfaces

See *Exhibit A: Statement of Work: 1.1 Interfaces* for a list of included interfaces.

Copyright © 2020 All Rights Reserved

Customer tasks related to interfaces will start immediately after the initial Zuercher kickoff meeting. Customer will set up conference calls with Zuercher and each interface vendor within two weeks of contract signing or one week of kickoff call. Interfaces to and from Zuercher software are created and tested internally before being available for Customer testing.

Customer is responsible for initiating and facilitating the relationship(s) between Zuercher and the third-party interface vendor(s).

Zuercher software interface specifications must be clearly defined in the Interface One Sheet or Interface Specifications Document. If applicable, each interface will be thoroughly tested by Customer before Go Live.

3.2.3 *Final System Review*

Throughout the project, implementation analysts from Zuercher will schedule sessions with Customer's Build Team and end users to review any questions or concerns.

3.2.4 *Train-the-Trainer and/or End User Training*

Zuercher offers several options for end user training. All of the training options provide hands-on use of the software with real-world examples. Class sizes are limited to ensure that each individual has sufficient time to practice using the system. When the go live date arrives, users are well-prepared to begin using the new software.

3.2.5 *Go Live*

Zuercher provides on-site and/or remote support the day that the new system goes live. Any questions that arise are addressed immediately by the team, ensuring that the first day(s) using the new system goes smoothly.

3.2.6 *Software Acceptance*

Customer acknowledges that the Software shall be deemed accepted on the date of delivery. In the event that a Customer notifies Zuercher of a material non-conformity in the Software as compared with the Statement of Work, Zuercher shall use commercially reasonable efforts to correct the reported non-conformity in accordance with the support provisions set forth in *Exhibit D: Maintenance Agreement*.

3.2.7 *Hardware Acceptance*

Customer acknowledges that the Hardware shall be deemed accepted on the date of delivery. In the event that a Customer notifies Zuercher of a material non-conformity in the Hardware as compared with the Statement of Work, Zuercher shall use commercially reasonable efforts to correct the reported non-conformity.

3.3 Training and Go Live Support

3.3.1 *Training*

Zuercher staff will provide for on-site or remote training.

The number of days specified for 'on-site' services herein may include travel days in addition to actual days on site at Customer's location(s). Zuercher will make a good faith effort to minimize the travel time which is necessary for a project by working with Customer to most efficiently plan and schedule the delivery of on-site services.

Copyright © 2020 All Rights Reserved

3.3.1.1 System Configuration and Training

The first portion of training will be performed by the Zuercher project team. Team members will train and guide Customer's Build Team in configuring the Zuercher Suite system, setting up and maintaining code tables, managing users and user rights, among other options. Through Zuercher-guided configuration of the system, the Build Team becomes well versed in the Zuercher software system administration.

3.3.1.2 Train-the-Trainer and/or End User Training

Trainers will conduct detailed courses for each of Customer's user groups (such as dispatchers or officers). The content of each course will be tailored to the features and functionality in Zuercher software that each group needs to know and use.

3.3.1.3 Refresher Training

Zuercher will provide follow-up training (after successful implementation) to refresh existing personnel on best practices with regard to using Zuercher Suite.

3.3.2 *Training Resources*

Training will be scheduled within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday).

The training facilities and equipment will be provided by Customer based on the following:

3.3.2.1 Trainer Resources

1. One (1) computer with a network connection
2. Most recent Zuercher Suite version installed and tested (includes login)
3. Two (2) projectors and two (2) screens set up and tested
4. One (1) podium or desk for trainer

3.3.2.2 Trainee Resources

1. Five (5) to ten (10) computers with network connections two (2) monitors required (three (3) monitors are suggested)
2. One (1) supervisor will attend every class to address policy questions
3. No more than ten (10) trainees in each class
4. Most recent Zuercher Suite version installed and tested (includes login)
5. All third-party devices (i.e., printers, scanners, barcode reader, mugshot camera) connected and tested

3.3.3 *Go Live Support*

Zuercher staff will assist users with questions that arise during Go Live and will reinforce skills learned during the training sessions. Zuercher staff will be on site or remote for Go Live.

Copyright © 2020 All Rights Reserved

Exhibit B: Pricing Detail

Software and Servers	Comments	Unit	Qty
Pro Suite Subscription Production Server (Physical Server, OS, DBMS, Installation & Testing)	Includes up to 4TB of disk.		1
Pro Suite Subscription Training/Testing Server (Physical Server, OS, DBMS, Installation & Testing)	Includes up to 4TB of disk.		1
Pro Suite Subscription Production NCIC Server (Virtualized Server, OS, Installation & Testing)			1
Pro Suite Production Subscription GIS Server (Virtualized Server, OS, Software, Analytics, Installation & Testing)			1
Esri Subscription Server License (Esri ArcGIS for Server Workgroup Standard)			1
Administration Subscription Core			1
Administration Subscription Core (Agency Site License)		Per Agency	1
CAD Subscription Core			1
CAD Subscription Core (Agency Site License)		Per Agency	1
CAD Subscription Advanced (Agency Site License)		Per Agency	1
CAD Subscription - CLQ Location and Image Retrieval Core (up to 1,000 messages per month)			1
CAD Subscription - CLQ Location and Image Retrieval Core (Agency Site License)		Per Agency	1
CAD Subscription - Basic Paging (SMTP/Email) Interface			1
CAD Subscription - E911 (ANI/ALI) Interface			1
CAD Subscription - ESO Solutions Interface (Export)			1
CAD Subscription - Rip and Run (Fax/Email) Interface			1
Mapping Subscription Core			1
Mapping Subscription Core (Agency Site License) for Full-Time CAD Workstations		Per Agency	1
Mapping Subscription AVL (Agency Site License) for Full-Time CAD Workstations		Per Agency	1
Mapping Subscription AVL Playback (Agency Site License) for Full-Time CAD Workstations		Per Agency	1
Financial Subscription Core			1
Financial Subscription Core (Agency Site License)		Per Agency	1
Jail Subscription Short Term Holding Only			1
Jail Subscription Short Term Holding Only (Agency Site License)		Per Agency	1
Jail Subscription - LiveScan/AFIS Interface (Export)			1
Mobile Subscription Core			1
Mobile Subscription AVL		Per Unit	8
Mobile Subscription CAD		Per Unit	8
Mobile Subscription Mapping		Per Unit	8
Mobile Subscription NCIC		Per Unit	8
Mobile Subscription Records		Per Unit	8
Mobile Subscription - Genetec ALPR Interface (Import)			1

Copyright © 2020 All Rights Reserved

Pro Suite Contract

Personnel Subscription Core			1
Personnel Subscription Core (Agency Site License)		Per Agency	1
Personnel Subscription Advanced (Agency Site License)		Per Agency	1
Records Subscription Core			1
Records Subscription Core (Agency Site License)		Per Agency	1
Records Subscription Advanced (Agency Site License)		Per Agency	1
Records Subscription - TX Crime Reporting (TIBRS) Interface			1
Records Subscription - N-DEx Adapter (IA IEPD)			1
Reporting Subscription Core			1
Reporting Subscription Universal Interface Engine			1
Pro Suite Subscription - Community Data Platform		Per Agency	1
Pro Suite Subscription - Field Ops (for Pro Mobile users)		Per User	8
Pro Suite Subscription - TLETS/NCIC Interface (Basic Queries)	QA (Article), QB (Boat), KQ (Driver History), QW (Drivers License), QG (Gun), QV (Vehicle Insurance), RQ (Vehicle Registration), Data Mining (TX only)		1
Pro Suite Subscription - Time Synchronization Interface			1
Services	**Comments**	**Unit**	**Qty**
Project Manager			
	Project Manager	Per Project	1
Configuration and Business Process Review (BPR)			
	Configuration and Business P	Per Project	1
Training			
- Administration			
- CAD			
- Jail			
- Mobile (Train the Trainer)			
- Records			
	Training- Administration- CA	Per Project	1
Go Live Support			
	Go Live Support	Per Project	1
Mapping - One-time GIS Data Set Up			1
TOTAL			
Annual Subscription Total			**$73,000.00**
Taxes are not included in the pricing.			

Copyright © 2020 All Rights Reserved

Exhibit C: Payment Schedule

The total amount of this contract is $73,000.00.

MIGRATION LANGUAGE: Customer must pay all applicable support fees for its existing VISIONAIR system up to the date of Go Live for the Zuercher software in order to receive the upgrade discount.

On Date of Contract Execution	$73,000
On the First Anniversary of the Execution of this Agreement	$73,000
On the Second Anniversary of the Execution of this Agreement	$73,000
On the Third Anniversary of the Execution of this Agreement	$73,000
On the Fourth Anniversary of the Execution of this Agreement	$73,000

Zuercher shall deliver to Customer an invoice: (a) within thirty (30) days of execution of this Agreement for the initial Subscription Fee for the twelve (12) month period of the Initial Term; and, (b) thirty (30) days prior to each Anniversary Date for each annual Subscription Fee. All payments are due within thirty (30) days of receipt of any invoice. In the event of a disputed invoice, Customer shall pay the entire non-disputed portion of any such invoice.

All amounts due and payable to Zuercher hereunder shall, if not paid when due, bear a late charge in accordance with Section 3.5 of this Agreement.

The remittance address for payments only is:

CentralSquare Technologies
12709 Collections Center Drive
Chicago, IL 60693-0127

Copyright © 2020 All Rights Reserved

Exhibit D: Support Addendum

1.0 Term

Support will be provided in accordance with this Support Addendum for the Term of the Agreement so long as all Subscription Fees are current and paid in full.

2.0 Software Updates

While this Agreement has not expired, CentralSquare will maintain the Software by providing software updates and enhancements to Customer. All software updates provided to Customer by CentralSquare pursuant to the terms of this Agreement shall be subject to the terms and conditions of Section 2.0 License of this Agreement.

At a time mutually acceptable to both parties, CentralSquare will install software updates remotely.

2.1 Included Updates

Updates will be provided on an as-available basis and include the items listed below:

1. Bug fixes;
2. Enhancements to products licensed by Customer under this Agreement;

2.2 Not-Included Updates

Updates do not include:

1. Platform extensions including product extensions to different hardware platforms, different windowing system platforms, or different operating system platforms
2. New functions such as new modules, components, products, or applications.

3.0 Support

3.1 General Support

CentralSquare shall provide phone and email support for the Software licensed under this agreement and shall maintain a support center database to track any reported issues. No support will be provided for Software more than two versions back from the most recently released version.

Support does not include custom programming services or training.

Support is available 24 hours a day, seven days a week for CentralSquare Suite customers.

3.2 GIS Data Maintenance

GIS data updates and maintenance are defined as changes to the GIS data based on actual additions or changes to points (e.g. addresses), lines (e.g. roads), or layers (e.g. Emergency Service Zones) that occur after the date of the software install.

CentralSquare will provide one (1) GIS update per month as part of this contract.

Copyright © 2020 All Rights Reserved

3.3 Server Hardware Maintenance

CentralSquare will maintain the Server Hardware necessary to host the Software. This does not include any Hardware except Server Hardware.

3.4 Customer Responsibilities

3.4.1 *Access to Premises*

Customer shall provide CentralSquare with reasonable and timely access to the sites and personnel necessary for CentralSquare to perform its obligations under this Agreement.

3.4.2 *CentralSquare Server Access*

Customer will ensure that all CentralSquare Suite servers are directly network accessible to CentralSquare at all times via SSH. There shall be no additional authorization or equipment required except as requested by CentralSquare.

3.4.3 *System Administrator*

Customer is responsible for naming one or more System Administrators to serve as a primary point of contact between Customer and CentralSquare. At least one System Administrator must be available at all times. Customer will ensure that the System Administrators possesses the appropriate technology and public safety knowledge and skills to perform this role sufficiently.

3.4.4 *Security*

Customer is responsible for providing all physical security. The customer is responsible for securing their network.

3.4.5 *System Updates*

Customer shall work in good faith to allow CentralSquare to install System updates as requested by CentralSquare.

Copyright © 2020 All Rights Reserved