

**CONTRACT / AGREEMENT APPROVAL TRANSMITTAL FORM**

**Texas A&M University**  
 Department of Contract Administration  
 1182 TAMU  
 Purchasing Building #957, Agronomy Road  
 College Station, Texas 77843-1182  
 Phone 979-845-0099 / Fax 979-862-7130  
 contracts@tamu.edu

CONTRACT #:	2015-29183
DELEGATION #:	09-Inter-Agency/Inter-Local
AUTH. SIGNATURE:	President
REPOSITORY:	Department
DATE RECEIVED:	1/6/2015
DATE RETURNED:	5.26.15

*Final*

**Description of Contract:**

Contractor / Other Party: City of College Station  
 TAMU Office of Origin: VPFN-1181-Vice President For Finance And CFO  
 Contact / Phone: Janne, Rex

NEW CONTRACT       AMENDMENT / MODIFICATION       RENEWAL / EXTENSION

**Contract Terms:**

CONTRACT PERIOD:      BEGIN DATE 2/1/2015      END DATE 1/31/2018  
 CONTRACT VALUE PER FISCAL YEAR: \$ \$211,368.00      TOTAL VALUE: \$ \$634,104.00  
 UNIVERSITY FUNDS REQUIRED: NO  YES  If yes, SOURCE OF FUNDS: \_\_\_\_\_  
 REQ. #: \_\_\_\_\_      PO #: \_\_\_\_\_

**Routing Instructions:** To determine the approval process, refer to the "President's Delegation of Authority for Contract Administration"

**Signatures Recommending Approval:**

CONTRACT ORIGINATOR \_\_\_\_\_ Date \_\_\_\_\_

DEPARTMENT HEAD \_\_\_\_\_ Date \_\_\_\_\_

COLLEGE DEAN OR DIRECTOR \_\_\_\_\_ Date \_\_\_\_\_

PROCUREMENT SERVICES \_\_\_\_\_ Date \_\_\_\_\_

*[Signature]* \_\_\_\_\_ Date 5.19.15

CONTRACT ADMINISTRATION \_\_\_\_\_ Date \_\_\_\_\_

*[Signature]* \_\_\_\_\_ Date 5/19/2015

UNIVERSITY CONTRACTS OFFICER \_\_\_\_\_ Date \_\_\_\_\_

DIVISION VICE PRESIDENT \_\_\_\_\_ Date \_\_\_\_\_

*[Signature]* \_\_\_\_\_ Date 5/20/15

VICE PRESIDENT FOR FINANCE AND ADMINISTRATION \_\_\_\_\_ Date \_\_\_\_\_

PROVOST \_\_\_\_\_ Date \_\_\_\_\_

*[Signature]* \_\_\_\_\_ Date 5/20/15

PRESIDENT \_\_\_\_\_ Date \_\_\_\_\_

**OFFICE OF GENERAL COUNSEL COMMENTS:**

APPROVED FOR LEGAL FORM & SUFFICIENCY *SEE ATTACHED - DELUCA*

APPROVED SUBJECT TO FOLLOWING CHANGES / COMMENTS:

\_\_\_\_\_

Office of General Counsel \_\_\_\_\_ Date \_\_\_\_\_

**FOR INTERNAL USE ONLY:**  
 INSURANCE \_\_\_ OGC \_\_\_ SSPS \_\_\_ OBAS \_\_\_ SREO \_\_\_ UBIT \_\_\_ REV. COPY \_\_\_  
 COMMENTS: \_\_\_\_\_

**DIVISION OF FINANCE AND ADMINISTRATION**

OFFICE OF THE VICE PRESIDENT FOR FINANCE AND ADMINISTRATION  
AND CHIEF FINANCIAL OFFICER



**Jerry R. Strawser**  
Vice President of Finance and Administration  
Chief Financial Officer

**MEMORANDUM**

**TO:** President Michael Young

**FROM:** Jerry R. Strawser  
Vice President of Finance and Administration and Chief Financial Officer

**SUBJECT:** Contract with City of College Station

**DATE:** 20 May 2015

A handwritten signature in black ink, appearing to be 'JS' followed by a stylized flourish.

Attached please find a request for approval of a contract between Texas A&M University and the City of College Station. Key points are summarized as follows:

- The contract is to secure various firefighting/fire suppression services provided to Easterwood Airport by the City of College Station. These services have been provided by the City of College Station in the past and are required by the Federal Aviation Administration.
- Astin Limited will reimburse Texas A&M University for the costs of the contract, which are \$211,368 per year (costs under the prior contract were \$196,200 per year).
- The contract runs for a three-year period ending January 31, 2018. The contract was provided to the City of College Station in February 2015, but was not signed until late April because of need for City Council approvals. It was not approved by the Office of General Counsel until May 15, 2015.
- FAA requirements require CEO signature on all associate airport agreements.

Prior to my review, this contract has been reviewed by:

Dean Endler, Executive Director, Department of Contract Administration  
Rex Janne, Assistant Vice President for Finance and Contracts Officer  
Warren DeLuca, Assistant General Counsel, Texas A&M University System (for legal sufficiency)

**2015-2018 AIRCRAFT RESCUE AND FIRE FIGHTING  
INTERLOCAL AGREEMENT BETWEEN THE  
CITY OF COLLEGE STATION AND TEXAS A&M UNIVERSITY**

This Interlocal Agreement ("Agreement") is effective as of the 1<sup>st</sup> day of February, 2015, and is made by and between TEXAS A&M UNIVERSITY, (hereafter referred to as "TAMU") a member of THE TEXAS A&M UNIVERSITY SYSTEM, an agency of the State of Texas, and THE CITY OF COLLEGE STATION (hereafter referred to as "COLLEGE STATION"), a Texas Home Rule Municipal Corporation.

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

WHEREAS, the Board of Regents of The Texas A&M University System owns Easterwood Airport located in College Station, Brazos County, Texas; and

WHEREAS, the Board of Regents has designated the management, operation and control of Easterwood Airport to TAMU with Astin Limited LLC (hereafter referred to as "ASTIN") as contractor to TAMU for management and operation; and

WHEREAS, COLLEGE STATION and TAMU are committed to the promotion of the safety and health of all persons in the community within the bounds of fiscal responsibility; and

WHEREAS, Easterwood Airport's location in the city limits of College Station strategically places Easterwood Airport as an ideal locale for the establishment of a fire station facility for the joint use of TAMU and COLLEGE STATION; and

WHEREAS, by previous Interlocal Agreements between TAMU and COLLEGE STATION, the parties agreed to the establishment and operation of a joint use fire station facility at Easterwood Airport; and

WHEREAS, TAMU and COLLEGE STATION have a desire to continue the cooperative use of such fire station facility; and

NOW, THEREFORE, in consideration of the recitals and mutual covenants made by TAMU and COLLEGE STATION to be respectively kept and performed, the parties agree as follows:

**SECTION I  
PURPOSE OF AGREEMENT**

**1.1** The purpose of this Agreement is to establish the responsibilities of TAMU and COLLEGE STATION regarding Aircraft Rescue and Fire Fighting ("ARFF") personnel and equipment requirements, operational responsibilities, command and control of the joint use fire station facility at Easterwood Airport, and the term of this Agreement.

## SECTION II DEFINITIONS

2.1 Throughout this Agreement, the following words and phrases have the following meanings unless the context clearly indicates otherwise:

- a. **Airport** – Easterwood Airport, which is owned by the Board of Regents of The Texas A&M University System and operated by TAMU.
- b. **ARFF** – Aircraft Rescue and Fire Fighting.
- c. **Airport Liaison** – A TAMU employee or Astin employee trained to FAA standards, knowledgeable of Airport rules and regulations, and knowledgeable of the Aircraft Rescue and Fire Fighting functions to be performed pursuant to this Agreement.
- d. **ARFF Vehicles** – Aircraft Rescue and Fire Fighting vehicles with associated equipment owned by TAMU and specifically designed for the purpose of providing Aircraft Rescue and Fire Fighting capabilities.
- e. **Astin** – Astin Limited LLC – Contractor that manages and operates Easterwood Airport for TAMU.
- f. **COLLEGE STATION** – the City of College Station, Texas.
- g. **TAMU** – Texas A&M University, a member of The Texas A&M University System.
- h. **Emergency Alert** – Emergency conditions as defined in the Easterwood Airport Emergency Plan.
- i. **Emergency Plan** – The Easterwood Airport Emergency Plan currently in effect or as may be amended by mutual consent of TAMU and COLLEGE STATION.
- j. **Fire Department** – the College Station Fire Department.
- k. **Fire Fighting Agents** – A generic term used for materials such as water, foam, dry chemical, or carbon dioxide used for the extinguishment of fires.
- l. **Fire Station** – the land, facility and equipment.
- m. **FAA** – Federal Aviation Administration of the United States, or any federal agency succeeding to its jurisdiction or function.
- n. **Incident Command** – A standardized organizational structure used to command and control tactical operations needed to standardize an incident. The concept is further defined in the emergency plan.

- o. Joint-Use Operational Expenses** – All ordinary, direct, and reasonable expenses of operating the Fire Station, other than capital expenditures.
- p. Operator's Maintenance** – Common maintenance such as noting obvious vehicle defects or malfunctions, checking operating fluid levels checking tire air pressure, etc. to ensure equipment is maintained in a state of readiness.
- q. Organizational Maintenance** – Skilled maintenance such as those commonly performed by a technician or mechanic.
- r. Rules and Regulations** – Rules and regulations adopted or that may be jointly adopted by TAMU and COLLEGE STATION, for the operation, maintenance and administration of the Fire Station.
- s. Unified Command System** – A shared command function consisting of the COLLEGE STATION Incident Commander or designee and TAMU Director of Aviation or designee, as further defined in the Emergency Plan.

### **SECTION III TERM OF AGREEMENT**

**3.1** The term of this Agreement will be from 8:00 A.M., on the 1<sup>st</sup> day of February, 2015 to 12:00 P.M., on the 31<sup>st</sup> day of January, 2018. This Agreement may be renewed under such terms and conditions as TAMU and COLLEGE STATION may agree upon in writing executed by the parties. Negotiations for renewal must commence no later than six (6) months before the expiration date of this Agreement.

**3.2** This Agreement may be terminated by either party for convenience at any time provided that up to twenty-four (24) months is granted to COLLEGE STATION to build or procure adequate facilities for the displaced unit(s) and crew(s) and to procure or reassign the ARFF crew(s). Thereafter, this Agreement will expire on its regular termination date if it is the desire of either TAMU or COLLEGE STATION to terminate, without cause, the relationship established by this Agreement within the initial term.

**3.3** This Agreement may be terminated for cause upon ninety (90) days written notice for the following reasons:

- a.** A material breach of any term or condition of this Agreement which remains uncured during the entire notice period.
- b.** Lack of funds or other financial exigency on the part of TAMU or COLLEGE STATION.
- c.** A decision on the part of The Texas A&M University System or the State of Texas to close Easterwood Airport.

d. A decision on the part of The Texas A&M University System or the State of Texas to sell Easterwood Airport or otherwise transfer ownership to another Airport authority.

3.4 TAMU agrees, to the extent allowed by Constitution and laws of the State of Texas, that in the event of closure or sale of Airport or change in mission, this Agreement will remain in full force and effect, to the fullest degree possible, for the full term of this Agreement.

3.5 This Agreement may be terminated at any time by TAMU for material breach of any term or condition of this Agreement caused by COLLEGE STATION ARFF personnel and resulting in a limitation of air carrier operations pursuant to Special Federal Aviation Regulation, §139.343, provided notice of such termination is provided within fifteen (15) days of the incident from which the limitation arises.

3.6 This Agreement may be terminated at any time by TAMU due to noncompliance by COLLEGE STATION ARFF personnel with FAA and Easterwood Airport rules, regulations or guidelines reported in writing by the Airport Liaison pursuant to Paragraph 8.3 which remains uncured during the entire notice period. No such written report by the Airport Liaison shall be construed as notice of termination.

#### **SECTION IV FIRE STATION FACILITY AND EQUIPMENT**

4.1 COLLEGE STATION expressly acknowledges a significant portion of the funds used in the construction of the Fire Station were from a grant by the FAA and as a result, certain aspects of use are mandated by FAA Rules and Regulations.

4.2 As part of the ARFF equipment, COLLEGE STATION agrees it is responsible for maintaining and replacing when reasonably necessary, furnishings or equipment for ARFF operations as set out in **Exhibit "A"** attached to and made a part of this Agreement.

4.3 As part of the ARFF equipment, TAMU agrees it is responsible for maintaining and replacing when reasonably necessary, furnishings or equipment for ARFF operations as set out in **Exhibit "B"** attached to and made part of this Agreement.

#### **SECTION V PERSONNEL**

5.1 COLLEGE STATION will provide a minimum of three (3) qualified fire fighters to operate and respond as a structural paramedic engine company and one (1) fire fighter per each assigned twenty-four (24) hour shift to staff an ARFF vehicle.

5.2 TAMU, through ASTIN, will provide one (1) qualified person to perform duties of Airport Liaison between the FAA, TAMU (through the Director of Aviation or designee) and COLLEGE STATION (through the Fire Chief or designee).

**SECTION VI  
PAYROLL AND BENEFITS**

**6.1** COLLEGE STATION is solely responsible for salaries and associated payroll expenses, including all benefits, for COLLEGE STATION personnel employed in relation to the Fire Station or COLLEGE STATION's performance of this Agreement.

**6.2** TAMU is solely responsible for all salary and associated payroll expenses including all benefits for TAMU personnel employed in relation to the Fire Station or TAMU's performance of this Agreement.

**SECTION VII  
INSURANCE**

**7.1** COLLEGE STATION agrees all property owned by COLLEGE STATION and utilized under this Agreement will be insured or self-insured by COLLEGE STATION and, except as specifically provided in this Agreement, TAMU will have no liability or responsibility for loss or destruction. COLLEGE STATION will provide insurance for liability arising from the use or operation of the ARFF vehicle (identified in **Exhibit "B"**) by COLLEGE STATION employees or agents.

**7.2** TAMU agrees all property owned by TAMU and utilized under this Agreement will be insured or self-insured by TAMU and, except as specifically provided in this Agreement, COLLEGE STATION will have no liability or responsibility for loss or destruction.

**SECTION VIII  
COMMAND AND CONTROL**

**8.1** COLLEGE STATION and TAMU agree day to day operational control of the Fire Station is assigned to the College Station Fire Department Lieutenant in charge of the Structural Paramedic Engine Company or Emergency Operations, as appropriate. Such control will extend to all Fire Station personnel to include ARFF personnel for the express purpose of establishing daily routines and duties in the Fire Station. Direct control, to include but not limited to discipline and dismissal, of COLLEGE STATION personnel is retained by COLLEGE STATION.

**8.2** Day to Day housekeeping functions will be performed by Fire Station personnel, including ARFF personnel, under the direction of the Fire Station Lieutenant.

**8.3** TAMU, through ASTIN, shall provide an Airport Liaison to ensure that the Fire Station facility, equipment and operations are in compliance with FAA guidelines and Easterwood Airport rules, regulations or guidelines. The liaison shall be responsible for reporting any noncompliance with such rules, regulations or guidelines to the COLLEGE STATION Fire Chief and the TAMU Director of Aviation or ASTIN designee as appropriate. The liaison shall also facilitate communications and coordinate joint actions as contemplated by this Agreement.

**8.4** The TAMU Director of Aviation or ASTIN designee as appropriate and COLLEGE STATION Fire Chief shall endeavor to promulgate procedures that may be jointly adopted by each of them for the operation, maintenance and administration of the Fire Station. Any procedures so adopted shall conform to the Emergency plan which shall control in the event of any inconsistent provisions. No procedures so adopted shall in any manner change, modify or amend this Agreement. In the event of an irreconcilable difference of opinion by and between TAMU and COLLEGE STATION regarding the wording of, or subsequent interpretation, of a procedure, the matter will be presented to TAMU's Vice President for Administration and COLLEGE STATION's City Manager for resolution.

**8.5** TAMU, through ASTIN, and COLLEGE STATION agree to establish a Unified Command System as outlined in the Emergency Plan during any emergency response, drill, or exercise conducted at Easterwood Airport.

**8.6** COLLEGE STATION shall provide Incident Command for any Emergency Alert that occurs at Easterwood Airport.

**8.7** TAMU, through ASTIN, shall provide Command and Control of Easterwood Airport facilities and runways during any emergency at Easterwood Airport.

## **SECTION IX TRAINING**

**9.1** COLLEGE STATION agrees to train personnel provided by COLLEGE STATION in accordance with FAA and Texas Fire Commission standards.

**9.2** COLLEGE STATION and TAMU agree that COLLEGE STATION may request in writing permission to use the Airport or other TAMU facilities for training, excluding the Fire Station, from the TAMU Director of Aviation or designee whose approval will not be unreasonably withheld.

**9.3** COLLEGE STATION will maintain and make available for inspection at the request of the FAA or TAMU the training records of all ARFF personnel in accordance with the requirements of Part 139 of the Special Federal Aviation Regulations.

**9.4** TAMU agrees ASTIN will train personnel provided by ASTIN in accordance with FAA standards.

## **SECTION X OPERATIONAL RESPONSIBILITIES**

**10.1** COLLEGE STATION will provide fire protection, EMS (Emergency Medical Services), and hazardous materials response from the Fire Station to the Texas A&M University Main Campus (mutual aid EMS), West Campus (mutual aid EMS), Northgate, and other areas in West College Station, and areas in Southwest Bryan. In addition, COLLEGE STATION through the Structural Paramedic Engine Company will provide mutual aid assistance to the Aircraft

Rescue and Fire Fighting (ARFF) function of Easterwood Airport in accordance with the Letter of Agreement contained in the Easterwood Airport Emergency Manual as amended and maintained at the Easterwood Airport Administrative Office.

**10.2** COLLEGE STATION agrees to staff an ARFF vehicle provided by TAMU three hundred sixty-five (365) days per year, twenty-four hours (24) per day.

**10.3** COLLEGE STATION personnel shall conduct daily inspections and perform Operator's Maintenance on the ARFF vehicle(s) kept by TAMU at the Fire Station. Such personnel shall report observed Organizational Maintenance needs of such ARFF vehicle(s) to the Airport Liaison, or designee. COLLEGE STATION understands the usage of ARFF vehicle(s) is restricted to Easterwood Airport operations.

**10.4** COLLEGE STATION personnel shall conduct basic inspections, maintenance and certifications per Texas Fire Commission requirements on the Fire Station's breathing air system.

**10.5** TAMU shall perform necessary Organizational Maintenance on ARFF vehicles to include replacement when necessary. TAMU acknowledges it is responsible for maintaining the ARFF vehicle(s) in conformance with FAA standards. Compliance with this requirement is the sole responsibility of the TAMU Director of Aviation.

**10.6** TAMU shall replace the components of the breathing air system located in the Fire Station as required to meet Texas Fire Commission regulations.

**10.7** TAMU shall remain solely responsible for making any and all environmental reports required by law concerning any operation, activity, or incident occurring on TAMU owned property.

## **SECTION XI JOINT-USE OPERATIONAL EXPENSE**

**11.1** COLLEGE STATION expressly agrees to pay TAMU 80% of the cost of operations and maintenance within thirty (30) calendar days without set off upon written notification from TAMU.

**11.2** The cost of any repairs, replacement or the addition of new equipment listed in **Exhibit "C"** will be borne 80% by COLLEGE STATION and 20% by TAMU. Building repairs or replacement will be borne 50% by TAMU and 50% by COLLEGE STATION as listed in **Exhibit "C"**. COLLEGE STATION Facilities Maintenance personnel may be used to make repairs to assure that the most cost effective repairs are made in consultation and with approval of the Director of Aviation or ASTIN as designee.

**11.3** COLLEGE STATION will pay for fire protection expenses, equipment costs and expenses, such as fuel and maintenance, which are specific to COLLEGE STATION's operations.

**11.4** COLLEGE STATION agrees it is responsible for the replacement of Fire Fighting Agents used during live training burns.

**11.5** COLLEGE STATION shall be responsible for all expenses associated with the routine maintenance and certification costs of the Fire Station's breathing air system.

**11.6** COLLEGE STATION shall be responsible for all expenses relating to training, personal protective equipment and other needs of its personnel.

**11.7** TAMU shall pay COLLEGE STATION a base amount of two hundred eleven thousand, three hundred sixty-eight dollars (\$211,368.00) annually for 2015, 2016 and 2017 per annum for so long as this Agreement remains in effect for the purpose of providing ARFF functions at Easterwood Airport. The base amount is calculated by the costs associated with the salary and benefits of the three drivers needed to cover the shifts (three hundred sixty-five (365) days per year, twenty-four hours (24) per day), the cost associated with annual specialized training to man the ARFF vehicle and the costs associated with specialized gear to be worn by the operator of the ARFF vehicle divided by the four partner entities (City of College Station, City of Bryan, Brazos County and Texas A&M University). Such payment shall be made no later than the 10<sup>th</sup> business day after the effective date of this Agreement and subsequently, not later than each anniversary date of this Agreement. The College Station portion will represent one quarter of the total cost and will be in kind for the services provided.

**11.8** TAMU shall be responsible for the provision of and all expenses associated with Organizational Maintenance for the ARFF vehicle(s) as required, to satisfy FAA requirements.

**11.9** TAMU shall provide all fuel, oil, and other ARFF vehicle fluids.

**11.10** TAMU shall provide for replacement of Fire Fighting Agents used by ARFF equipment during any Airport emergency.

## **SECTION XII COMMUNICATIONS**

**12.1** COLLEGE STATION acknowledges it is responsible for the maintenance, and ongoing expenses for a ring-down telephone from College Station dispatch. In addition, COLLEGE STATION will provide communications equipment as listed in **Exhibit "D"** attached to and made a part of this Agreement for all purposes. The parties agree **Exhibit "D"** may be amended and modified by a written amendment executed by the Parties.

**12.2** TAMU will provide and pay for one ring-down circuit between the Air Traffic Control Tower and the Fire Station. In addition, TAMU agrees to provide communications equipment listed in **Exhibit "E"** attached to and made a part of this Agreement for all purposes. The parties agree **Exhibit "E"** may be modified by a written amendment executed by the Parties.

**SECTION XIII  
CONTRACTUAL AGREEMENT**

**13.1.** COLLEGE STATION and TAMU expressly agree this Agreement is intended to be and should be construed as a contractual document, by and between TAMU and COLLEGE STATION. The covenants and agreements contained in this Agreement remain in full force and effect and will not be merged or extinguished by any subsequent act of the parties except by a written amendment executed by the Parties.

**SECTION XIV  
SEVERABILITY**

**14.1** The failure of TAMU or COLLEGE STATION to insist, in one or more instances, on strict performance of any of the requirements of this Agreement will not be construed as a waiver of relinquishment of such requirements in future instances, but will continue and remain in full force and effect.

**SECTION XV  
SUCCESSORS AND ASSIGN**

**15.1** This Agreement is binding upon COLLEGE STATION and TAMU, their respective legal representatives, successors and assigns.

**SECTION XVI  
NOTICES**

**16.1** Any notices, approval, consent, or communication by one party to another must be in writing and may be by personal delivery or registered or certified United States Mail, properly addressed to the respective parties as follows:

<b>TAMU:</b> Dir. Of Easterwood Airport Management 1 McKenzie Terminal Blvd., Suite 112 College Station, Texas 77845 (979) 845-4811 <a href="mailto:JStuart@astin.us">JStuart@astin.us</a> Fax (979) 845-5168	with copy to: 218 Administration Building College Station, Texas 77843-1247 (979) 845-9212 <a href="mailto:r-janne@tamu.edu">r-janne@tamu.edu</a> Fax (979) 845-5406
---	---

<b>COLLEGE STATION:</b> Fire Chief 300 Krenk Tap Road College Station, Texas 77842 (979) 764-3706 <a href="mailto:ehurt@cstx.gov">ehurt@cstx.gov</a> Fax (979) 764-3403	with copy to: City Manager 1101 Texas Avenue S College Station, Texas 77842 (979) 764-3510 <a href="mailto:ktemplin@cstx.gov">ktemplin@cstx.gov</a> Fax (979) 764-6377
---	--

**SECTION XVII  
CIVIL LIABILITY AND INDEMNITY**

**17.1** COLLEGE STATION and TAMU expressly acknowledge and agree that all activities conducted by COLLEGE STATION at Easterwood Airport pursuant to this Agreement constitute or shall be construed as fire protection services for which TAMU would have been responsible for furnishing in the absence of this Agreement. TAMU expressly acknowledges and agrees notwithstanding any contrary provisions herein, that it is solely responsible for any civil liability that arises from furnishing of those services in accordance with and pursuant to TEXAS GOVERNMENT CODE §791.006, regardless of whether the services are provided in whole or in part by COLLEGE STATION under this Agreement.

**SECTION XVIII  
STATE AGENCY**

**18.1** COLLEGE STATION expressly acknowledges TAMU is an agency of the State of Texas and TAMU acknowledges COLLEGE STATION is a Texas Home Rule Municipal Corporation. Nothing in this Agreement will be construed as a waiver or relinquishment by TAMU or COLLEGE STATION of its right to claim such exemptions, privileges and immunities as may be provided by the Constitution or the laws of the State of Texas.

**TEXAS A&M UNIVERSITY**

By: Michael K. Young  
Michael K. Young  
President  
Date: 5/20/15

**RECOMMENDED APPROVAL:**

Dr. Jerry R. Strawser  
Dr. Jerry R. Strawser  
Vice President of Finance and Administration  
And Chief Financial Officer  
Date: 5/20/15

**APPROVED AS TO FORM ONLY**

Warren J. DeLuca  
Warren J. DeLuca  
Assistant General Counsel  
Office of General Counsel  
The Texas A&M University System  
Date: 5/15/2015

**CITY OF COLLEGE STATION**

By: Nancy J. Perry  
Mayor  
Date: 4-28-15

**ATTEST:**

Sherry Mosher  
City Secretary  
Date: 4-28-15

**APPROVED:**

Quincy Jordan  
City Manager  
Date: 4-28-15

Alan C. Fols  
City Attorney  
Date: 4-9-15

Jill Kerst  
Assistant City Manager / CFO  
Date: 4-8-15

**EXHIBIT "A"**

**MISCELLANEOUS EQUIPMENT PROVIDED BY  
COLLEGE STATION**

1. One mobile VHF radio
2. One portable VHF radio
3. Uniforms for personnel
4. Protective clothing (3 sets)
5. Three pagers
6. Aluminized protective clothing (6 sets)

**EXHIBIT "B"**

**MISCELLANEOUS EQUIPMENT/PERSONNEL  
PROVIDED BY  
EASTERWOOD AIRPORT**

1. One ARFF vehicle and all associated equipment
2. One personnel to function as liaison between College Station Fire Department and Easterwood Airport staff.

## **EXHIBIT "C"**

### **EQUIPMENT**

#### **(Replacement/Repairs - 80% COLLEGE STATION /20% TAMU)**

1. Wall mounted metal shelving with firefighting gear accessories (firefighting gear venting) (24 unites)
2. Projection Screen , Manual, above ceiling
3. TV mounting brackets, wall hung (TV not in contract)
4. Dishwasher, under counter
5. Beds (8 each) plus other bedroom furnishings
6. Dining room furnishings
7. Lounge/Dayroom furnishings (Television, DVD/Blue Ray Player, Cabinet, Couch, Lounge Chairs, Lamps, End Tables)
8. Microwave-HD
9. Fitness room equipment
10. Carousel with remote projector, plus slide trays
11. Chairs for Training Room
12. Tables for Training Room
13. Cooking range (heavy duty residential/oven)
14. Refrigerator/freezer and ice maker
15. Overhead projector
16. First-aid equipment
17. Washer (heavy duty industrial)
18. Dryer

### **BUILDING**

#### **(Replacement/Repairs - 50% COLLEGE STATION/50% TAMU)**

1. Roof
2. Walls to include all structural support columns
3. Doors (interior and exterior to include bay doors)
4. Electrical wiring and equipment to include Emergency Generator.
5. Plumbing piping and equipment to include Hot Water heater
6. Heating, Air Conditioning and Ventilation Equipment and Ductwork
7. Painting
8. Flooring
9. Ceiling tile
10. Windows
11. Concrete/Asphalt work to include foundation, bays and front and rear driveways.

**Special note: COLLEGE STATION** will be responsible for 100% of Personal Protective Equipment to include all Self Contained Breathing Apparatus.

**EXHIBIT "D"**

**COMMUNICATION EQUIPMENT  
PROVIDED BY  
COLLEGE STATION**

1. One (1) vehicle, 800 mh2 base corn radio — for ARFF vehicle
2. Computers
3. Radio Base Station
4. Radio antennae
5. UPS Backup Power Supply
6. Alerting Equipment
7. Radio battery charging banks
8. Telephone
9. Fax machine
10. Ring down telephone from city dispatch
11. Fixed communications tower.

**EXHIBIT "E"**

**COMMUNICATION EQUIPMENT  
PROVIDED BY  
EASTERWOOD AIRPORT**

1. Direct telephone line from air traffic control tower to ARFF station
2. Two hand-held or vehicle mounted VHF radios – tower frequency for CSFD vehicles (if two vehicles are permanently assigned).
3. Two truck-mounted VHF radios in Easterwood Airport ARFF vehicles.