



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		01/10/11			
Department:		Technology Services			
Department Head		David Stephens			
Agenda Coordinator (include phone #): Amy Powell X7342					
CAPTION					
To approve a contract for the purchase of maintenance support for Ironport Software in the amount of \$114,729 from INX, Inc., through a Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1386).					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2010-2011	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	2,829,389	0	2,829,389
Encumbered/Expended Amount		0	-1,051,125	0	-1,051,125
This Item		0	-114,729	0	-114,729
BALANCE		0	1,663,535	0	1,663,535
FUND(S): TECHNOLOGY SERVICES FUND (66)					
COMMENTS: Funds are included in the 2010-11 Technology Services budget for annual maintenance on the Ironport Software. The remaining balance will be used throughout the year for other maintenance agreements. STRATEGIC PLAN GOAL: Maintenance support services for internet security relate to the City's Goal of Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
Technology Services recommends Council approve a contract in the amount of \$114,729 to INX, Inc., through the Department of Information Resources (DIR) Contract for maintenance support for Ironport Software. Ironport Software is used to filter our current incoming email and to filter traffic to the internet. This maintenance is for a one-year term and provides the City with critical security for our Internet access. The City is authorized to purchase from the State contract list pursuant to Section 271, Subchapter D of the Local Government Code, and by doing so, satisfies any State Law requiring the local government to seek competitive bids for items. (DIR-SDD-1386).					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Contract and Staff Memo					

Interoffice

Memo

Date: 12/14/10
To: David Stephens, Director Technology Services
Cc:
From: Chester M. Helt, Infrastructure Manager
RE: Annual Maintenance for Ironport Maintenance

We must purchase maintenance for our IronPort software which we use to filter our current incoming email and to filter traffic to the internet. We obtained quotes from Solid Border, a DIR vendor and INX, a DIR vendor. We recommend purchasing this maintenance from INX, using their State of Texas contract number DIR-SDD-1386 for a not to exceed price of \$114,729.14.

IronPort is a critical layer of security for our Internet access. We are purchasing email filtering for one year to give us an extension of this protection while migrating our email to Microsoft's cloud solution. The Internet filtering, anti-malware and all required Ironport software maintenance are for a one year term.

**CONTRACT BY AND BETWEEN
CITY OF PLANO AND INX, INC.
FOR MAINTENANCE AND SUPPORT FOR IRONPORT SOFTWARE**

THIS CONTRACT is made and entered into by and between **INX, INC.**, a Texas corporation, whose address is 1955 Lakeway Drive, Suite 220, Lewisville, Texas, 75057 hereinafter referred to as "Contractor," and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon execution of this Contract by the Plano City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**I.
SCOPE OF SERVICES**

Contractor shall provide maintenance and support for Ironport Software. These services shall be provided in accordance with this Contract and with the Department of Information Resources Contract No. SDD-1386 a copy of which is incorporated herein by reference in its entirety as if it were recited here verbatim and which is on file and available for inspection in the City of Plano Technology Services Department. This Contract consists of:

- (a) This Contract;
- (b) the Department of Information Resources Contract No. SDD-1386 on file with the City of Plano Technology Services Department;
- (c) INX, Inc.'s Statement of Work (Exhibit "A");
- (d) Insurance Requirements; (Exhibit "B"); and
- (e) Affidavit of No Prohibited Interest (Exhibit "C").

In the event there is a conflict in interpretation or terms, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents."

**II.
PAYMENT**

Payment hereunder shall be made to Contractor within thirty (30) days of receiving Contractor's invoice for the services described herein. Total compensation under this contract shall not exceed the sum of **ONE HUNDRED FOURTEEN THOUSAND SEVEN HUNDRED TWENTY NINE AND 14/100 DOLLARS (\$114,729.14)**.

**III.
TERM**

The term of this Contract shall be a period of one (1) year commencing upon the effective date hereof.

**IV.
DESCRIPTION OF SERVICES**

Contractor will provide the services described in the Contract Documents and Exhibit "A" attached hereto. At City's request, Contractor may also provide additional services under this Contract at Contractor's then-applicable rates for such services or goods under the Department of Information Resources Contract No. SDD-1386 or any additional contract addendums as executed by the Plano City Manager or his duly authorized designee.

**V.
CITY CONTACT**

If requested by Contractor, City will provide Contractor with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable City's personnel to maintain contact, as needed, with Contractor.

**VI.
PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC**

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws.

**VII.
TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in the Contract Documents. Unless otherwise stated in this Contract, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays.

**VIII.
COMPLIANCE WITH APPLICABLE LAWS**

Contractor shall at all times observe and comply with all directly applicable Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which affect the work. If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

**IX.
INDEMNIFICATION AND HOLD HARMLESS**

THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON

OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

X. VENUE

The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Contract. The parties agree that this Contract is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

XI. ASSIGNMENT AND SUBLETTING

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract and that this Contract shall not be assigned without the prior written consent of City, except for assignments to a Contractor affiliate. An assignment of this Contract with the consent of the City or to an affiliate of Contractor is conditioned on the assignee agreeing to be bound by the terms of this Contract. Contractor may subcontract any portion of its performance under this Contract. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance Service Contract

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of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract. In the event any additional or different subcontractors are required or requested by City, or in the event City rejects the use of a particular subcontractor, such rejection must be submitted in writing and be based on just and reasonable cause. Any resultant change in contract price and/or schedule shall be mutually agreed upon.

**XII.
INDEPENDENT CONTRACTOR**

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

**XIII.
INSURANCE AND CERTIFICATES OF INSURANCE**

Contractor shall procure and maintain for the duration of the Contract insurance coverage as set forth in Exhibit "B" including the City as a named insured.

**XIV.
FORCE MAJEURE**

Neither party is liable for delays or lack of performance resulting from any causes beyond the reasonable control of a party including acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Company's operations in the City.

**XV.
AFFIDAVIT OF NO PROHIBITED INTEREST**

Contractor acknowledges and represents Contractor is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "B".

**XVI.
TERMINATION FOR CAUSE**

If either party defaults in the performance of this Contract, the other party will give to the non-performing party a written and detailed notice of the default. If City is the defaulting party, it will have thirty (30) days to provide a written plan to cure the default

Service Contract Page 4

that is acceptable to Contractor and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement a cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Contract effective upon giving a written notice of termination to the defaulting party.

Any termination of this Contract will not relieve either party of obligations previously incurred pursuant to this Contract, including payments which may be due and owing at the time of termination. All sums owed and not in dispute by City will become due and payable immediately upon termination of this Contract. Upon the effective date of termination, Contractor will have no further obligation to provide Services.

XVII. SEVERABILITY

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

XVIII. TERMINATION FOR CONVENIENCE

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this Contract, in whole or in part by giving at least sixty (60) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the expiration of the 60-day period.

If Contractor provides Services after the termination or expiration of this Contract, the terms and conditions in effect at the time of the termination or expiration will apply to those Services.

XIX. MAILING OF NOTICES

Unless instructed otherwise in writing, Contractor agrees that all notices or communications to City permitted or required under this Contract shall be addressed to City at the following address:

City of Plano
Technology Services
P.O. Box 860358
Plano, Texas 75086-0358
Attn: David Stephens

City agrees that all notices or communications to Contractor permitted or required under this Contract shall be addressed to Contractor at the following address:

INX, Inc.
1955 Lakeway Drive
Suite 220
Lewisville, Texas 75057
Attn: Traci Chrisman

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

**XX.
ENTIRE AGREEMENT**

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

City agrees to reference this Contract and the Department of Information Resources Contract No. SDD-1386 on any purchase order issued in furtherance of this Contract, however, an omission of the reference to this Contract shall not affect its applicability. In no event shall either party be bound by any terms contained in a City purchase order, acknowledgement, or other writings unless: (i) such purchase order, acknowledgement, or other writings specifically refer to this Contract; (ii) clearly indicate the intention of both parties to override and modify this Contract; and (iii) such purchase order, acknowledgement, or other writings are signed by authorized representatives of both parties.

**XXI.
AUTHORITY TO SIGN**

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

**XXII.
SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**XXIII.
HEADINGS**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below.

Service Contract

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INX, INC.

Date: _____

By: _____
Name: _____
Title: _____

CITY OF PLANO, TEXAS

Date: _____

By: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20__ by _____, (*Authorized representative*) _____ (*Title*) of **INX, INC.**, a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 20__ by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas



Go **Direct**

Contract Number DIR-SDD-1386

QUOTATION



Created On: 30 Nov 2010
Expiration Date: 29 Dec 2010

Quote No: TC113010SBIP1Y
Project Name:

City of Plano
Phone:
Fax:

From: Traci Chrisman
Phone: 469-549-3841
Fax: 469-549-3871

<i>IronPort 1 Year Renewal</i>							
Catalog number	Description	Qty	Unit Price	Lead time	Discount %	Discounted Price	Total Price
EBUN-2A-GV-SQR-1Y-RE	Cisco IronPort Dual Email Security Bundle including Anti-Spam, Sophos AV, Virus Outbreak Filters, Centralized Management & Platinum Support 1 Year License Key	2,300	\$ 17.90		33.00	\$ 11.99	\$ 27,577.00
WUC-GV-1Y	Cisco IronPort Web Usage Controls 1 Year License Key, 2700 Users	2,700	\$ 7.77		29.00	\$ 5.52	\$ 14,904.00
IPAM-W-GV-1Y	Cisco IronPort Anti-Malware (Webroot Verdict Engine) Government 1 Year License Key, 2700 Users	2,700	\$ 7.50		29.00	\$ 5.33	\$ 14,391.00
WREP-GV-1Y	Cisco IronPort Web Reputation Filters 1 Year License Key, 2700 Users	2,700	\$ 8.63		29.00	\$ 6.13	\$ 16,551.00
IPAM-MFE-GV-1Y	Cisco IronPort Anti-Malware (McAfee Verdict Engine) Government 1 Year License Key, 2700 Users	2,700	\$ 4.88		29.00	\$ 3.46	\$ 9,342.00
SP-S650-P-1Y	Platinum Support for Cisco IronPort S650, 1 Year	1	\$ 13,416.67		29.00	\$ 9,525.84	\$ 9,525.84
M660-BUN-R-NA	Cisco IronPort M660, Standard Configuration	1	\$ 19,950.00		33.00	\$ 13,366.50	\$ 13,366.50
SP-M660-P-1Y	Platinum Support for Cisco IronPort M660, 1 Years	1	\$ 3,590.00		33.00	\$ 2,405.30	\$ 2,405.30
ICCM-10A-1Y	Cisco IronPort Centralized Configuration Manager, 1 Year License for up to 10 WSAs	1	\$ 9,950.00		33.00	\$ 6,666.50	\$ 6,666.50
						Total: \$	114,729.14

INX Inc.
1955 Lakeway Drive
Suite 220
Lewisville, TX 75057
CISV# 1-76-051-5249-906

Ground Freight Included
Quote valid for 30 days
Terms are Net 30
Lead times subject to change

Customer Signature of Acceptance Date

The amounts listed above do not include and are subject to additional charges if Client pays by credit card.

EXHIBIT
PAGE 1 OF 1

PRODUCER

MCGRUFF, SEIBELS & WILLIAMS OF TEXAS, INC.
811 Town and Country Lane, Suite 500
Houston, TX 77024
713-877-8975

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

COMPANIES AFFORDING COVERAGE

Company A Travelers Lloyds Insurance Company

Company B The Travelers Indemnity Company of CT

Company C Standard Fire Insurance Co

Company D Charter Oak Fire Insurance Company

Company E

INSURED

INX Inc.
11757 Katy Freeway
Suite 500
Houston, TX 77079

This is to certify that the policies of insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.

CO LT	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE EXPIRATION	LIMITS OF LIABILITY	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Owners' and Contractors' Protection <input type="checkbox"/> General Aggregate Limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Location	6306931N919	05/15/2010 05/15/2011	EACH OCCURRENCE	\$ 1,000,000
				FIRE DAMAGE	\$ INCLUDED
				MEDICAL EXPENSE	\$ 10,000
				PERS. AND ADVERTISING INJURY	\$ 1,000,000
				GENERAL AGGREGATE	\$ 2,000,000
				PRODUCTS AND COMP. OPER. AGG.	\$ 2,000,000
D	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Automobile <input type="checkbox"/> All Owned Automobiles <input type="checkbox"/> Scheduled Automobiles <input checked="" type="checkbox"/> Hired Automobiles <input checked="" type="checkbox"/> Non-owned Automobiles <input type="checkbox"/>	BA6931N919	05/15/2010 05/15/2011	COMBINED SINGLE LIMIT	\$ 1,000,000
				BODILY INJURY (Per person)	\$
				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE (Per accident)	\$
				COMPREHENSIVE	
				COLLISION	
C	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	HCUB6931N91910	05/15/2010 05/15/2011	WC Statutory Limit <input checked="" type="checkbox"/> Other <input type="checkbox"/>	
				EL EACH ACCIDENT	\$ 1,000,000
				EL DISEASE (Each employee)	\$ 1,000,000
				EL DISEASE (Policy Limit)	\$ 1,000,000
B	EXCESS LIABILITY <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	CUP1393R710	05/15/2010 05/15/2011	EACH OCCURRENCE	\$ 10,000,000
				AGGREGATE	\$ 10,000,000
A	TECHNOLOGY E&O Claims Made	TE09104971	05/15/2010 05/15/2011	Total Limit	\$ 5,000,000
				Each wrongful act limit	\$ 5,000,000
				Each wrongful act deductible	\$ 100,000
					\$
					\$

Certificate Holder is included as Additional Insured as respects General and Auto Liabilities. A Waiver of Subrogation is provided in favor of the Certificate Holder for Liabilities and Workers Compensation. All as required by written contract, but only for liability arising out of the operations of the Named Insured and subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Authorized Representative

 **EXHIBIT** B
PAGE 1 **OF** 1

FOR INFORMATION PURPOSES ONLY

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of **INX, INC.**, a Texas corporation and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **INX, INC.** is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

“No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council.”

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

INX, INC.

By: _____
Signature

Print Name

Title

Date

STATE OF TEXAS §
 §
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____.

Notary Public, State of Texas

EXHIBIT C
PAGE 1 OF 1