

City of Alvin, Texas

Paul Horn, Mayor

Martin Vela, Mayor Pro-tem, District A
Keko Moore, At Large Pos. 1
Joel Castro, At Large Pos. 2
Chris Vaughn, District B



Richard Garivey, District C
Glenn Starkey, District D
Gabe Adame, District E

ALVIN CITY COUNCIL AGENDA

FEBRUARY 17, 2022

7:00 P.M.

(Council Chambers)

Alvin City Hall, 216 West Sealy, Alvin, Texas 77511

Persons with disabilities who plan to attend this meeting that will require special services please contact the City Secretary's Office at 281-388-4255 or droberts@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheelchair accessible, and a sloped curb entry is available at the south entrance to City Hall.

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Alvin, Texas, to be held on **THURSDAY, FEBRUARY 17, 2022**, at 7:00 p.m. in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

REGULAR MEETING AGENDA

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

- A. Promotion of Officers Chesley McDonald, Jason Cleere, Dante Villareal, and Lauren Barkdull to the Civil Service rank of Corporal/Specialist – Robert E. Lee, Police Chief.

4. PUBLIC COMMENT

5. CONSENT AGENDA

- A. Consider approval of the February 3, 2022, City Council meeting minutes.
- B. Consider resignation from Parks & Recreation Board member, Stacy Binford.
- C. Acknowledge receipt of the 2021 Annual Racial Profiling Report as required by Article 2.134 of the Texas Code of Criminal Procedure.
- D. Consider a bid award to Commercial Chemical Products, Inc. as the City's vendor for Sodium Bisulfite for one (1) year with an option to continue for an additional one (1) year at the same price and conditions, for an amount not to exceed \$25,000 per year; and authorize the City Manager to sign upon legal review.
- E. Consider a bid award to DXI Industries, Inc. as the City's vendor for Sodium Hypochlorite for (1) year with an option to continue for an additional (1) year at the same price and conditions, for an amount not to exceed \$65,000 per year; and authorize the City Manager to sign upon legal review.
- F. Consider Ordinance 22-A, amending Chapter 2, Administration, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article I, In General, Section 2-20.1, Carrying Concealed Handguns on City property; and setting forth other provisions related thereto.

- G. Consider Ordinance 22-E, of the City of Alvin, Texas, amending Chapter 8½, Emergency Medical Services, of the Code of Ordinances of the City of Alvin, for the purpose of deleting Section 8½-6 Speed Limitation; and setting forth other provisions related thereto.
- H. Consider Ordinance 22-F, of the City of Alvin, Texas, amending Chapter 22, Taxation, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article I, In General, by adding Section 22-1, Payment of Taxes and Penalties; by amending Section 22-11, Homestead Exemption for the Elderly, Section 22-11.1 Homestead Exemption for the Disabled, 22-13 Local Sales and Use Tax, and 22-14 Homestead Exemption; by deleting in their entirety Sections 22-4, Assessment of Back Taxes, 22-5, When and where taxes due and payable, 22-6, Tax Rolls, 22-7, Delinquent taxes, 22-7.1, Payment by installment, 22-8, Certification of amount, 22-10, Collector's fee, 22-10.1, Waiver of interest on delinquent tax, and 22-12, Notice to property owners of raise in value of property; repealing all ordinances or sections of ordinances in conflict; and setting forth other provisions related thereto.
- I. Consider a contract for Election Services with Joyce Hudman, County Clerk, Brazoria County, Texas, for the May 7, 2022, General Election; and authorize the Mayor to sign upon legal review.

6. OTHER BUSINESS

- A. Consider Resolution 22-R-04, appointing Mohamad "Mo" Ghuneim as the Presiding Municipal Judge for the City of Alvin Municipal Court for a two (2) year term ending March 5, 2024; and authorize the Mayor to sign the Employment Agreement.
- B. Consider Resolution 22-R-05, appointing Mike Merkel to serve as an Associate Municipal Judge for the City of Alvin Municipal Court for a two (2) year term ending March 5, 2024; and authorize the Mayor to sign the Employment Agreement.
- C. Consider a License Agreement for the Exclusive Use of City Property, independent of the expired donation agreement between the City of Alvin and the Alvin Sunrise Foundation for the Music Festival and Bar-B-Q Cookoff to be held at Briscoe Park from Friday, April 1, 2022, through Sunday April 3, 2022; and authorize the City Manager to sign upon legal review.
- D. Presentation and review of recommended changes to Chapter 16½, Parks and Recreation of the City of Alvin Code of Ordinances.
- E. Consider a 60-month contract renewal with Axon Enterprise, Inc. for continued use of the Axon Body Camera system to include hardware/software, licensing, and cloud storage for \$53,187.78 per year; and authorize the City Manager to sign.
- F. Discussion on the status of hiring of police officers and a mental health officer to fill vacant positions in the Alvin Police Department.
- G. Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

7. REPORTS FROM CITY MANAGER

- A. Items of Community Interest and review preliminary list of items for next Council meeting.
 - 1. Update on Comcasts Broadcast of City Council meetings

8. ITEMS OF COMMUNITY INTEREST

Pursuant to 551.0415 of the Texas Government Code reports or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

- A. Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.

9. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, **on MONDAY FEBRUARY 14, 2022, at 6:00 P.M.**



A handwritten signature in blue ink, appearing to read "Dixie Roberts", is written over a horizontal line.

Dixie Roberts, City Secretary

Removal Date: _____

**** All meetings of the City Council are open to the public, except when there is a necessity to meet in Executive Session (closed to the public) under the provisions of Chapter 551, Texas Government Code. The Council reserves the right to convene into executive session on any of the above posted agenda items that qualify for an executive session by publicly announcing the applicable section of the Open Meetings Act, including but not limited to sections 551.071 (litigation and certain consultation with the attorney), 551.072 (acquisition of interest in real property), 551.073 (contract for gift to city), 551.074 (certain personnel deliberations), or 551.087 (qualifying economic development negotiations).**



AGENDA COMMENTARY

Meeting Date: 2/17/2022

Department: Police

Contact: Chief Robert E Lee

Agenda Item: Promotion of Officers Chesley McDonald, Jason Cleere, Dante Villareal, and Lauren Barkdull to the civil service rank of Corporal/Specialist.

Type of Item: ☐Ordinance ☐Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☒Other

Summary: In October 2021 Civil Service under Chapter 143 of the Texas Local Government Code (LGC) became effective and as a result four (4) Corporal/Specialist positions came available. Under Chapter 143 LGC and our Local Civil Service Rules (LCSR) a promotional examination was scheduled and held on January 24, 2022. To be eligible for the testing, officers had to have at least two (2) years' time-in-grade at the next lowest position (2 years at the level immediately below what they are testing for), exclusive of probationary time. Under Chapter 143 LGC and LCSR Officers receive one (1) bonus point for each year of service (excluding probationary time) up to a maximum of 10-points. In order of score are 1) Chesley McDonald, 2) Jason Cleere, 3) Dante Villareal, and 4) Lauren Barkdull. Although presentation at council is not required under LGC or LCSR, this achievement is a milestone in each of these officer's careers with the City of Alvin and as such a public recognition in front of City Council and our citizens is an exceptional way to honor the promotion of this dedicated group of officers.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☐ **Budgeted Item:** Yes ☐ No ☐ N/A ☐

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☐

Legal Review Required: N/A ☐ Required ☐ **Date Completed:** _____

Supporting documents attached:

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Recommendation: Congratulate the promotion of these dedicated officers.

Reviewed by Department Head, if applicable ☐
Reviewed by City Attorney, if applicable ☐

Reviewed by Chief Financial Officer, if applicable ☐
Reviewed by City Manager ☒

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY FEBRUARY 3, 2022
7:00 P.M.**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular at 7:00 P.M. in the Council Chambers at City Hall, with the following members present: Mayor Paul A. Horn; Mayor Pro-Tem Martin Vela; Councilmembers: Gabe Adame, Keko Moore, Joel Castro, Glenn Starkey, Richard Garivey, and Chris Vaughn.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Michael Higgins, Chief Financial Officer; Dan Kelinske, Parks and Recreation Director; Brandon Moody, Director of Public Services and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Wesley Duncan, Pastor at First Methodist Alvin, gave the invocation. Council member Castro led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

PRESENTATION

Presentation was made by Michael Higgins, Chief Financial Officer, to his staff, of the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association to the City of Alvin for the Fiscal Year ending 9/30/2020 (FY20).

PUBLIC HEARING

Mayor Horn opened the public hearing to receive public comment regarding an application to conduct taxicab services in the City of Alvin, by Alvin Express Taxi, LLC, at 7:05 P.M.

Mr. Mickey Moffett Jr, sole proprietor of Alvin Express Taxi, LLC, made application with the City of Alvin in December of 2021 to operate taxi service in the City of Alvin. This public hearing is required by Section 23-29 of the City of Alvin Code of Ordinances as part of the approval process for his application with the City. Advertisement was published in the Alvin Sun on Sunday, January 23, 2022, and a notice of the public hearing was also placed on the City's website.

Mayor Horn closed Public Hearing at 7:06 P.M., no comments were made.

PUBLIC COMMENT

There were no comments from the public.

CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION

Consider approval of the January 11, 2022, Special City Council meeting minutes.

Consider approval of the January 11, 2022, Council Workshop meeting minutes.

Consider approval of January 15, 2022, City Council Workshop meeting minutes.

Consider approval of the January 20, 2022, City Council meeting minutes.

Acknowledge receipt of the Quarterly Financial Report ending December 31, 2021.

The City Charter requires the Director of Administrative Services to report on the financial condition of the City. Included in the December 31, 2021 report are the following:

- General Fund Summaries
- Sales Tax Revenues
- Utility Fund Revenue & Expense Comparison
- Sanitation Fund Revenue & Expense Comparison
- EMS Fund Revenue & Expense Comparison
- Operating Revenues & Expenditures – Budget vs. Actual (General, Utility, Sanitation, EMS)
- Cash & Investment Summary
- Major Funds Recap – General, Hotel, Utility, Sanitation, EMS, Sales Tax, Fleet)

Acknowledge receipt of the Quarterly Investment Report ending December 31, 2021.

The City Charter requires the Director of Administrative Services to report on the financial condition of the City each quarter. In 2013, the City of Alvin adopted the Public Funds Investment Act pursuant to Chapter 2256 of the Texas Government Code. The Code contains certain requirements for investing public funds and how those funds are to be administered. These requirements include annual reviews of the policy, training, internal controls, prudence, ethics, and reporting.

The City's investment policy states that the investment officer shall generate quarterly (investment) reports to the City Manager, Mayor, and City Council. Attached is the quarterly report for the period ending December 31, 2021.

In summary, the City of Alvin has an investment portfolio as of December 31, 2021, of \$96 million, which consists of \$81 million invested in the Local Government Investment Pools, \$1.6 in Certificates of Deposits and Fixed Income Securities, and \$13.4 million in the City's bank depository accounts (i.e. checking accounts). Interest earned during the quarter was \$18,466. The City's yield for the quarter was .06% (or 6 basis points) and the 90-day T-Bill was .05% (or 5 basis points).

Acknowledge receipt of the quarterly Fiscal Year 2022 Capital Improvement Projects Report.

Consider an award of Bid (B-22-01) to Carpenter Bus Sales for the purchase of a 2022 Ford E-450 StarCraft All Star 27-foot-long bus, accommodating 21 passenger +2 wheelchair accessible bus in an amount not to exceed \$87,900; and authorize the City Manager to sign the Agreement upon legal review.

Replacement of the current bus, being a 2006 Ford E-450 Aerotech and having a capacity of 20 passengers + 1 wheelchair was identified for replacement in Fiscal Year 2022.

Bid #B-22-01 advertised on January 9, 2022, and January 16, 2022, bids were opened on January 25, 2022, with Carpenter Bus Sales providing the lowest/best value bid for a 2022 Ford E-450 StarCraft All Star 27' bus, accommodating 21 passengers + 2 wheelchairs.

Bid Results as follows:

Carpenter Bus Sales - \$87,900

Creative Bus Sales - \$99,999.00

Texas Bus Sales - \$87,150.00 (discounted bid due to substitution of different style bus other than specified in the bid document)

Funding for this purchase was identified in the FY22 budget. Staff recommends awarding purchase of a 2022 Ford E-450 StarCraft All Star 27-foot-long bus from Carpenter Bus Sales.

Consider Resolution 22-R-02, calling and establishing the procedures for the May 7, 2022, General Election in Alvin, Texas, and providing for related matters thereto.

This Resolution is calling the City of Alvin General Election for Saturday, May 7, 2022, to elect members to City Council District A, District D, and At Large Position 2.

The City of Alvin will contract with the Brazoria County Elections Office to conduct this election. Brazoria County has the voting equipment required to conduct elections. The City Secretary's Office will handle the filings and all required paperwork and postings as required by state election law.

The first day to file for a place on the May 2022 General Election ballot was Wednesday, January 19, 2022, and will continue through Friday, February 18, 2022.

Early Voting will begin on Monday, April 25, 2022, and will go through Tuesday, May 3, 2022, and will be held at the Alvin Library. Voters can cast their ballot at any Early Voting location throughout Brazoria County.

Early Voting Locations:

*Angleton (Main): East Annex, 1524 E. Mulberry
Alvin: Alvin Library, 105 S. Gordon
Brazoria: Brazoria Library, 620 S. Brooks
Freeport: Freeport Library, 410 Brazosport Blvd.
Lake Jackson: Lake Jackson Annex, 202 Peach St Rm 144
Manvel: North Annex, 7313 Corporate Dr.
Pearland: Pct. 3 Sub Office, 2436 S. Grand Blvd.
Pearland East: Tom Reid Library, 3522 Liberty Dr.
Pearland West: Westside Event Center, 2150 Country Place Pkwy.
Shadow Creek: Westside Library, 11801 Shadowcreek Pkwy
Sweeny: Sweeny Community Center, 205 W. Ashley Wilson Rd.
West Columbia: Precinct 4 Building, 121 N. 10th Street, Building 2*

Early voting dates and hours:

*April 25-29; 8am-5pm
April 30; 7am-7pm
May 2-3; 7am-7pm*

Election Day voting will be held at the Alvin Library. Voters can also cast their ballot at any Voting Center in Brazoria County. An election contract with Brazoria County for the May 7th General Election will be brought before City Council for consideration at the February 17th meeting. Staff recommends approval of Resolution 22-R-02.

Consider Ordinance 22-A, amending Chapter 2, Administration, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article I, In General, Section 2-20.1, Carrying Concealed Handguns on City property; and Section 20.3, Senior Citizens Board; and setting forth other provisions related thereto.

This Ordinance amends Chapter 2, Administration of the Code of Ordinances. The proposed changes were presented to City Council at the January 15, 2022, council/staff workshop facilitated with Ron Cox. During such time City Council had no objections to the amendments as presented. The changes in summary are:

- Section 2-20.1 – Amending the carrying of a firearm on City property to reflect current law (presented by Chief Lee)*
- Section 2-20.3 - Adding residency requirements to the Alvin Senior Citizens Board (presented by Dixie Roberts)*

Staff recommends approval of Ordinance 22-A.

Consider Ordinance 22-B, removing Chapter 7, Court, from the Code of Ordinances of the City of Alvin, Texas, in its entirety; repealing Ordinance 97-K, Ordinance 99-CCC, Ordinance 03-EEE; and Ordinance 07-KKK; and setting forth other provisions related thereto.

This Ordinance removes Chapter 7, Court, from the Alvin Code of Ordinances. Legislation passed in 2019 consolidated a handful of local option municipal court fees into one local consolidated court fee. The local consolidated court fee is a \$14 fee assessed on a person convicted of a non-jailable misdemeanor. Every city is required to assign a portion of the local consolidated court fee revenue to building security, court technology, and juvenile case managers without regard for whether the city formally adopted the fee or not (not required to be adopted by ordinance).

The proposed changes were presented to City Council at the January 15, 2022, council/staff workshop facilitated with Ron Cox. During such time City Council had no objections to the amendment as presented. The change in summary:

- *Chapter 7 – Removing this chapter in its entirety, as the provision for municipal court fee collections is now codified under state law. In the past, this language had to be in a city's Code of Ordinances for the municipal court to have the authorization to collect certain fees directed to fund certain local court amenities. This is now done automatically due to the state codification. (Presented by Dixie Roberts / Suzanne Hanneman). Staff recommends approval of Ordinance 22-B.*

Item J, Consider Ordinance 22-A, amending Chapter 2, Administration, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article I, In General, Section 2-20.1, Carrying Concealed Handguns on City property; and Section 20.3, Senior Citizens Board; and setting forth other provisions related thereto was removed from the Consent Agenda by Council member Starkey. Council member Adame moved to approve the consent agenda as presented, excluding Item J. Seconded by Council member Garivey; motion to approve carried with all members present voting Aye.

OTHER BUSINESS

Consider Ordinance 22-A, amending Chapter 2, Administration, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article I, In General, Section 2-20.1, Carrying Concealed Handguns on City property; and Section 20.3, Senior Citizens Board; and setting forth other provisions related thereto.

This item was removed from the Consent Agenda by Council member Starkey. Council discussed residency requirements for members to serve on the Senior Citizens Board and felt that they would like to leave the current Code as is allowing those who live outside the city limits to be members on the Seniors Board. Council member Starkey also had questions pertaining to the amendment regarding carrying handguns on City property. Chief Lee addressed the concerns had. The ordinance presented will be amended to remove the residency requirements for Senior Board members and will be brought back for consideration. Council took no action on this item.

Discuss and consider Ordinance 22-C, annexing 193.55 acres of land, more or less, parcel of land located along State Highway 288 and FM 1462, in Brazoria County, Texas; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date.

On or about October 28, 2021, the Cardon Group, LLC, the Property Manager for owners of real property located in Brazoria County, petitioned the City of Alvin, Texas for voluntary annexation of 193.55 acres. The land being petitioned for annexation is contiguous and adjacent to the corporate limits of the city along the stretch of State Highway 35 between East South Street and East House Street. City Council authorized the commencement of annexation proceedings on December 2, 2021, in Resolution 21-R-33.

Public hearings were held on January 6, 2022, and January 11, 2022. There were no comments made at either public hearing. This Ordinance, upon passage, will finalize the annexation. Staff recommends approval of Ordinance 22-C.

Suzanne Hanneman, City Attorney, presented this item before Council with explanation.

Council member Castro moved to approve Ordinance 22-C, annexing 193.55 acres of land, more or less, parcel of land located along State Highway 288 and FM 1462, in Brazoria County, Texas; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Discuss and consider Ordinance 22-D, granting consent to the creation of Brazoria County Municipal Utility District Number 80; and providing for other matters related thereto.

On or about October 28, 2021, the Cardon Group, LLC, the Property Manager for owners of real property located in Brazoria County petitioned the City for consent to the creation of Brazoria County Municipal Utility District (MUD) No. 80 to serve approximately 224.37 acres of land in Brazoria County, Texas, which is in the extraterritorial jurisdiction of the City of Alvin, and for which the Developer has petitioned the City for annexation. This property is located on State Highway and FM 1462. The District was created and organized by an Act of the 87th Texas Legislature on May 24, 2021, under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas, Article III, Section 52 of the Constitution of Texas, and pursuant to Chapters 49 and 54 of the Texas Water Code.

This property is located within an area which will experience a substantial and sustained residential growth within the foreseeable future, is urban in nature, and is not supplied with adequate water, sanitary sewer, drainage facilities and services, and roads. The health and welfare of the future inhabitants of the proposed MUD require the provision of adequate water, storm and sanitary sewer facilities and services, and roads. The property cannot be developed without the creation of the District to finance the water, sanitary sewer, drainage facilities and services, and roads; therefore, a public necessity for the creation of a municipal utility exists. The proposed improvements are practicable and feasible, and the terrain of the territory to be included in the proposed District is of such a nature that water, storm and sanitary sewer facilities and services, and roads can be constructed or provided at a reasonable cost; and said District will be rapidly developed primarily for residential purposes.

Although legislatively created, the landowners must still obtain the City's consent. Staff recommends approval of Ordinance 22-D.

Suzanne Hanneman, City Attorney, presented this item before Council with explanation.

Council member Castro moved to approve Ordinance 22-D, granting consent to the creation of Brazoria County Municipal District Number 80; and providing for other matters related thereto. Seconded by Council member Starkey; motion carried with all members present voting Aye.

Discuss and consider authorizing Alvin Express, LLC to conduct business as a taxicab service in the City of Alvin.

The City's Code of Ordinance requires any new taxicab company wanting to operate their business within the City to submit a Taxi Service Application to the City Secretary's Office. This application is reviewed and then forwarded to the Chief of Police for vetting. A public hearing before City Council will be held at the February 3, 2022, as required by the current Alvin Code of Ordinances.

Alvin Taxi, LLC has submitted the required application for the operation of one (1) taxicab. All information has been vetted by the City. The Alvin Code of Ordinances states that the City Council must approve such application before the taxi service may begin operating within the City. There are no other taxi services licensed to operate in the City. Staff recommends approval.

Dixie Roberts, City Secretary/Assistant City Manager, presented this item before Council with explanation.

Council member Starkey moved to authorize Alvin Express Taxi, LLC to conduct business as a taxicab service in the City of Alvin. Seconded by Council member Adame; motion carried with all members present voting Aye.

Discuss and consider awarding a bid for RFP 21-01 Debris Monitoring, Recovery, and Other Related Services to Disaster Program and Operation, Inc. (DP&O) as the secondary contractor in response to an emergency event for a period of five (5) years, with an option to extend for one (1) additional five-year term; and authorize the City Manager to sign the Agreement upon legal review.

On December 16, 2021, city council awarded bids to tetra tech, inc. As the primary contractor and Debris Tech, LLC as the secondary contractor for debris monitoring services. Following the award of bid, the contractors were sent award letters. Tetra tech, inc. Is pleased to serve the city as the primary contractor for debris monitoring, but Debris Tech, LLC declined the offer to be the secondary contractor.

As a result, the review committee consisting of Brandon moody, director of public services, dan Kelinske, parks & recreation director, Ron Schmitz, Ems director/EMC, and Todd Arendell, police captain recommends awarding disaster program and operation, inc., who initially ranked third on the review committee's list, as the new secondary contractor for debris monitoring, recovery, and other related services. DP&O meets all of the required criteria requested in the request for proposal (RFP). Staff recommends award of RFP 21-01 as presented.

Brandon Moody, Director of Public Services, presented this item before Council with explanation.

Council member Adame moved to approve awarding a bid (RFP 21-01 Debris Monitoring, Recovery, and Other Related Services) to Disaster Program and Operation, Inc. (DP&O) as the secondary contractor in response to an emergency event for a period of five (5) years, with an option to extend for one (1) additional five-year term; and authorize the City Manager to sign the Agreement upon legal review. Seconded by Council member Starkey; motion carried with all members present voting Aye.

Discuss and consider Resolution 22-R-03, Rifle-Resistant Body Armor Project, authorizing the Police Department to make application for a grant through the Office of the Governor of the State of Texas Public Safety Office to defray the cost of purchasing rifle resistant body armor for sworn officers.

The Texas General Appropriations Act, Article I, Rider 26 for Trusteed Programs within the Office of the Governor of the State of Texas, has opened a grant for agencies to obtain Rifle Resistant Body Armor for sworn officers. Alvin's officers are all issued standard bullet resistant vests that are mandated to be worn anytime officers are in uniform. These vests are on-duty everyday wear and are not rated for rifle calibers. Rifle resistant body armor is significantly bulkier, and the intent is that each officer will have access to their own issued rifle resistant armor that they may keep in their vehicle and don as appropriate. At the present time, only the Alvin members of the Combined Agency Response Team (CART) have access to rifle level body armor.

This grant requires a resolution from the governing body of the agency applying which includes the following:

- 1. Authorization by the governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested; "Rifle-Resistant Body Armor Project"*
- 2. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and*
- 3. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.*

The grant will not fund armor for open positions (future hire), nor will it fund additional armor for the members of the CART who already have rifle resistant body armor. The Department is applying for a total of \$22,734.80 for forty-four (44) sets of rifle-resistant body armor for existing personnel who are not CART members. This grant requires no city funding, it will cover 100% of the cost.

Robert E. Lee, Chief of Police, presented this item before Council with explanation.

Council member Starkey moved to approve Resolution 22-R-03, Rifle-Resistant Body Armor Project, authorizing the Police Department to make application for a grant through the Office of the Governor of the State of Texas Public Safety Office to defray the cost of purchasing rifle resistant body armor for sworn officers. Seconded by Council member Garivey; motion carried with all members present voting Aye.

REPORTS FROM CITY MANAGER

Items of Community Interest and review preliminary list of items for next Council meeting.

Mr. Junru Roland announced items of community interest.

ITEMS OF COMMUNITY INTEREST

Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.

Council member Castro mentioned that the Legacy Church will be open as a warming center during the coming cold weather for anyone that may need shelter.

Council member Adame gave kudos to Michael Higgins and the Finance department for their hard work that led to their award.

Council member Starkey stated he would like the City Manager to advise/brief/inform at the next meeting the status of the cable difficulties that have prevented people from being able to view the Council meetings on the cable channel. He also wants a briefing from the Chief of Police regarding the status of hiring officers and mental health officers.

EXECUTIVE SESSION

Mayor Horn called for executive session at 7:38 p.m. in accordance with the following:

Section 551.074 of the Local Government Code: Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

- Employment of a Human Resource Director.

RECONVENE TO OPEN SESSION

Mayor Horn Reconvened the meeting into open session at 8:13 p.m.

Consider the City Manager's recommendation to appoint Karen Edwards as the City of Alvin's Director of Human Resources.

Council member Adame moved to approve City Manager's recommendation of Karen Edwards as the City of Alvin's Director of Human Resources. Seconded by Council member Garivey; motion carried with all members present voting Aye.

ADJOURNMENT

Mayor Horn adjourned the meeting at 8:14 p.m.

PASSED and **APPROVED** the 17th day of February 2022.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 2/17/2022

Department: City Secretary

Contact: Dixie Roberts, City Secretary

Agenda Item: Accept resignation from Parks and Recreation Board member, Stacy Binford.

Type of Item: ☐Ordinance ☐Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☒Other

Summary: Stacy Binford submitted a letter of resignation from the Parks and Recreation Board for her term ending on December 31, 2023. This agenda item is the formal acceptance of said resignation.

With the resignation of Ms. Binford, seven (7) members will remain on the Parks and Recreation Board. Article IX of the Alvin Charter states that there must be at least seven (7) members, and no more than nine (9) members on the Board. No other appointments will be needed at this time unless it is the desire of City Council to do so at a future meeting.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐ **Date Completed:** 2/10/2022 SLH

Supporting documents attached:

- Stacy Binford Resignation

Recommendation: Move to accept the resignation from Parks & Recreation Board member, Stacy Binford.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

From: Binford, Stacy L.
Sent: Thursday, February 3, 2022 10:19 AM
To: Dixie Roberts <droboterts@cityhall.cityofalvin.com>
Cc: Dan Kelinske <dlkelinske@psf.cityofalvin.com>
Subject: RE: Parks Board

Good Morning Dixie and Dan,

Please accept this email as my official resignation from the parks board.

I have taken a new position with Houston Methodist. I travel to Baytown daily. I am unable to ensure I can be at the meetings as needed. Thank you all for the opportunity and apologize for being unable to commit to our wonderful parks board.

Best,

Stacy Binford

Executive Assistant to
Becky Chalupa, Vice President/Chief Nursing Officer &
Jennifer Vera, Associate Chief Nursing Officer
Office: (281)420-8601/ Fax: (281)420-8852
sbinford@houstonmethodist.org
Houston Methodist Baytown Hospital | 4401 Garth Road | Baytown, TX. 77521



AGENDA COMMENTARY

Meeting Date: 2/17/2022

Department: Police

Contact: Chief Robert E Lee

Agenda Item: Acknowledge receipt of the 2021 Annual Racial Profiling Report, as required by Article 2.134 of the Texas Code of Criminal Procedure.

Type of Item: ☐Ordinance ☐Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☐Other

Summary: Article 2.134 of the Texas Code of Criminal Procedure requires that no later than March 1st of each year, that law enforcement agencies submit a report containing the previous year's incident-based data to the Texas Commission on Law Enforcement (TCOLE) and to the governing body of that agency's city or county.

The 2021 report includes data on: gender, race or ethnicity, if race was known prior to the stop, reason for the stop, street address or approximate location of the stop, if a search was conducted, if a search was conducted the reason for the search, if contraband was discovered, description of contraband, result of the stop (verbal warning, written warning, citation, arrest and if use of force resulting in bodily injury occurred), if an arrest occurred whether it was a penal law, traffic law, city ordinance or warrant. A comparison of demographic data collected with the latest demographic data estimate of the City of Alvin (census.gov 2021), <https://www.census.gov/quickfacts/alvincitytexas>, was completed and submitted to TCOLE as well as the required data on traffic stops for the year. The actual demographic makeup of the city is considered to be outside of this data set as no data set indicates that work, shopping or travel demographics within the city were included.

The 2021 racial profiling report is believed to be representative of our population in general and does not indicate racial profiling bias. No complaints of racial profiling were filed with the Alvin Police Department in 2021.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐ **Date Completed:** 2/10/2022 SLH

Supporting documents attached:

- 2021 Alvin Police Department Racial Profiling Analysis Report
- 2021 Alvin Police Department Annual Contact Report

Recommendation: Move to acknowledge receipt of the 2021 Racial Profiling Report.

Reviewed by Department Head, if applicable ☐
Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐
Reviewed by City Manager ☒

Racial Profiling Analysis Report

ALVIN POLICE DEPT

01. Total Traffic Stops:	8845	
02. Location of Stop:		
a. City Street	5235	59.19%
b. US Highway	0	0.00%
c. County Road	50	0.57%
d. State Highway	2785	31.49%
e. Private Property or Other	775	8.76%
03. Was Race known prior to Stop:		
a. NO	8737	98.78%
b. YES	108	1.22%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	13	0.15%
b. Asian/ Pacific Islander	246	2.78%
c. Black	847	9.58%
d. White	5561	62.87%
e. Hispanic/ Latino	2178	24.62%
05. Gender:		
a. Female	3501	39.58%
i. Alaska/ Native American/ Indian	2	0.02%
ii. Asian/ Pacific Islander	86	0.97%
iii. Black	307	3.47%
iv. White	2353	26.60%
v. Hispanic/ Latino	753	8.51%
b. Male	5344	60.42%
i. Alaska/ Native American/ Indian	11	0.12%
ii. Asian/ Pacific Islander	160	1.81%
iii. Black	540	6.11%
iv. White	1425	16.11%
v. Hispanic/ Latino	3208	36.27%
06. Reason for Stop:		
a. Violation of Law	47	0.53%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	4.26%

Racial Profiling Analysis Report

iii. Black	2	4.26%
iv. White	29	61.70%
v. Hispanic/ Latino	14	29.79%
b. Pre-Existing Knowledge	35	0.40%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	5.71%
iii. Black	1	2.86%
iv. White	27	77.14%
v. Hispanic/ Latino	5	14.29%
c. Moving Traffic Violation	6165	69.70%
i. Alaska/ Native American/ Indian	9	0.15%
ii. Asian/ Pacific Islander	186	3.02%
iii. Black	613	9.94%
iv. White	3890	63.10%
v. Hispanic/ Latino	1467	23.80%
d. Vehicle Traffic Violation	2598	29.37%
i. Alaska/ Native American/ Indian	4	0.15%
ii. Asian/ Pacific Islander	56	2.16%
iii. Black	231	8.89%
iv. White	1615	62.16%
v. Hispanic/ Latino	692	26.64%
07. Was a Search Conducted:		
a. NO	8371	94.64%
i. Alaska/ Native American/ Indian	13	0.16%
ii. Asian/ Pacific Islander	240	2.87%
iii. Black	786	9.39%
iv. White	5283	63.11%
v. Hispanic/ Latino	2049	24.48%
b. YES	474	5.36%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	6	1.27%
iii. Black	61	12.87%
iv. White	278	58.65%
v. Hispanic/ Latino	129	27.22%
08. Reason for Search:		
a. Consent	118	1.33%

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	1.69%
iii. Black	14	11.86%
iv. White	80	67.80%
v. Hispanic/ Latino	22	18.64%
b. Contraband in Plain View	15	0.17%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	6.67%
iii. Black	1	6.67%
iv. White	7	46.67%
v. Hispanic/ Latino	6	40.00%
c. Probable Cause	163	1.84%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	1	0.61%
iii. Black	28	17.18%
iv. White	98	60.12%
v. Hispanic/ Latino	36	22.09%
d. Inventory	105	1.19%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	1.90%
iii. Black	11	10.48%
iv. White	60	57.14%
v. Hispanic/ Latino	32	30.48%
e. Incident to Arrest	73	0.83%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	7	9.59%
iv. White	33	45.21%
v. Hispanic/ Latino	33	45.21%
09. Was Contraband Discovered:		
YES	315	3.56%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	2	0.63%
Finding resulted in arrest - YES	1	
Finding resulted in arrest - NO	1	
iii. Black	45	14.29%

Racial Profiling Analysis Report

Finding resulted in arrest - YES	12	
Finding resulted in arrest - NO	33	
iv. White	190	60.32%
Finding resulted in arrest - YES	61	
Finding resulted in arrest - NO	129	
v. Hispanic/ Latino	78	24.76%
Finding resulted in arrest - YES	19	
Finding resulted in arrest - NO	59	
b. NO	159	1.80%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	4	2.52%
iii. Black	16	10.06%
iv. White	88	55.35%
v. Hispanic/ Latino	51	32.08%
10. Description of Contraband:		
a. Drugs	139	1.57%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	0.72%
iii. Black	21	15.11%
iv. White	89	64.03%
v. Hispanic/ Latino	28	20.14%
b. Currency	1	0.01%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	100.00%
iv. White	0	0.00%
v. Hispanic/ Latino	0	0.00%
c. Weapons	9	0.10%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	22.22%
iv. White	3	33.33%
v. Hispanic/ Latino	4	44.44%
d. Alcohol	17	0.19%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	11.76%
iv. White	6	35.29%

Racial Profiling Analysis Report

v. Hispanic/ Latino	9	52.94%
e. Stolen Property	2	0.02%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	50.00%
v. Hispanic/ Latino	1	50.00%
f. Other	147	1.66%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	1	0.68%
iii. Black	19	12.93%
iv. White	91	61.90%
v. Hispanic/ Latino	36	24.49%
11. Result of Stop:		
a. Verbal Warning	4769	53.92%
i. Alaska/ Native American/ Indian	8	0.17%
ii. Asian/ Pacific Islander	136	2.85%
iii. Black	452	9.48%
iv. White	3062	64.21%
v. Hispanic/ Latino	1111	23.30%
b. Written Warning	1587	17.94%
i. Alaska/ Native American/ Indian	2	0.13%
ii. Asian/ Pacific Islander	57	3.59%
iii. Black	151	9.51%
iv. White	1082	68.18%
v. Hispanic/ Latino	295	18.59%
c. Citation	2151	24.32%
i. Alaska/ Native American/ Indian	3	0.14%
ii. Asian/ Pacific Islander	49	2.28%
iii. Black	212	9.86%
iv. White	1214	56.44%
v. Hispanic/ Latino	673	31.29%
d. Written Warning and Arrest	8	0.09%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	12.50%
iv. White	4	50.00%
v. Hispanic/ Latino	3	37.50%

Racial Profiling Analysis Report

e. Citation and Arrest	45	0.51%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	2.22%
iii. Black	3	6.67%
iv. White	26	57.78%
v. Hispanic/ Latino	15	33.33%
f. Arrest	285	3.22%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	3	1.05%
iii. Black	28	9.82%
iv. White	173	60.70%
v. Hispanic/ Latino	81	28.42%
12. Arrest Based On:		
a. Violation of Penal Code	110	1.24%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	1.82%
iii. Black	10	9.09%
iv. White	69	62.73%
v. Hispanic/ Latino	29	26.36%
b. Violation of Traffic Law	84	0.95%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	5	5.95%
iv. White	43	51.19%
v. Hispanic/ Latino	36	42.86%
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	144	1.63%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	1.39%
iii. Black	17	11.81%
iv. White	91	63.19%
v. Hispanic/ Latino	34	23.61%

Racial Profiling Analysis Report

13. Was Physical Force Used:

a. NO	8838	99.92%
i. Alaska/ Native American/ Indian	13	0.15%
ii. Asian/ Pacific Islander	246	2.78%
iii. Black	847	9.58%
iv. White	5556	62.86%
v. Hispanic/ Latino	2176	24.62%
b. YES	7	0.08%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	5	71.43%
v. Hispanic/ Latino	2	28.57%
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	1	14.29%
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	0.00%
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	0.00%

14. Total Number of Racial Profiling Complaints Received:

0

REPORT DATE COMPILED 02/01/2022

The Alvin Police Department Annual Contact Report (2021)



Data Collection

(I) Data

Motor Vehicle-Related Contact Information (1/1/2021—12/31/2021)

Race Summary Data

Race	Contacts	Searches	Contraband Hits	Arrests	Contact %	Searches %	Hit %	Arrests %
Asian	246	6	2	4	2.78%	2.44%	33.33%	1.63%
Black	847	61	45	32	9.58%	7.20%	73.77%	3.78%
Hispanic	2178	129	78	99	24.63%	5.92%	60.47%	4.55%
Indian	13				0.15%		0.00%	
White	5559	277	190	203	62.86%	4.98%	68.59%	3.65%
Total	8843	473	315	338	100.00%	5.35%	66.60%	3.82%

Figure 1. Motor Vehicle Related Contact Information. Subtotals averaged for Searches, Hit, and Arrest Percentages.

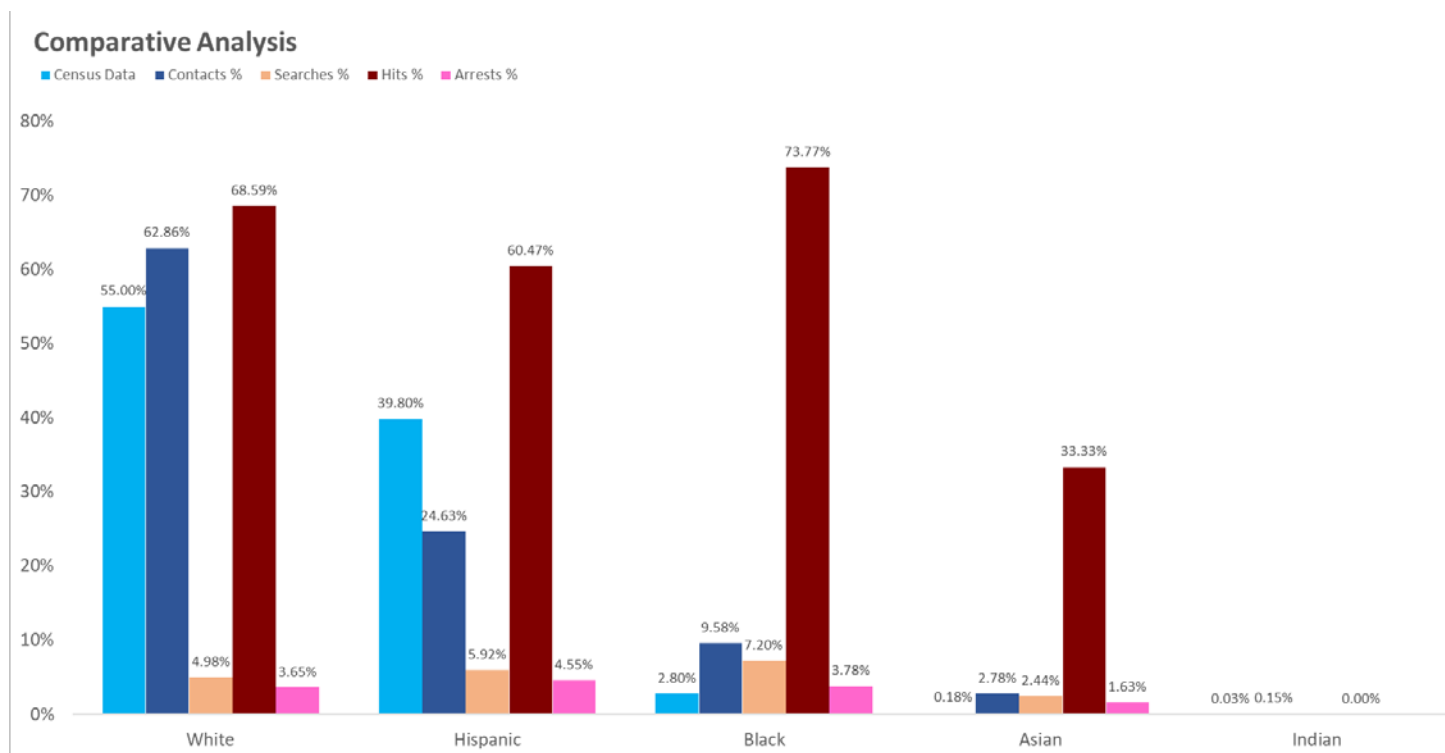


Figure 2. Search Rates, Contraband Hit Rates, & Arrest Rates

Gender Summary Data

Gender	Contacts	Searches	Contraband Hits	Arrests	Contact %	Searches %	Hit %	Arrests %
Female	3501	120	78	95	39.59%	3.43%	65.00%	2.71%
Male	5342	353	237	243	60.41%	6.61%	67.14%	4.55%
Total	8843	473	315	338	100.00%	5.35%	66.60%	3.82%

Figure 33. Motor Vehicle Related Contact Information. Subtotals averaged for Searches, Hit, and Arrest Percentage (by gender).

Gender Comparative Analysis

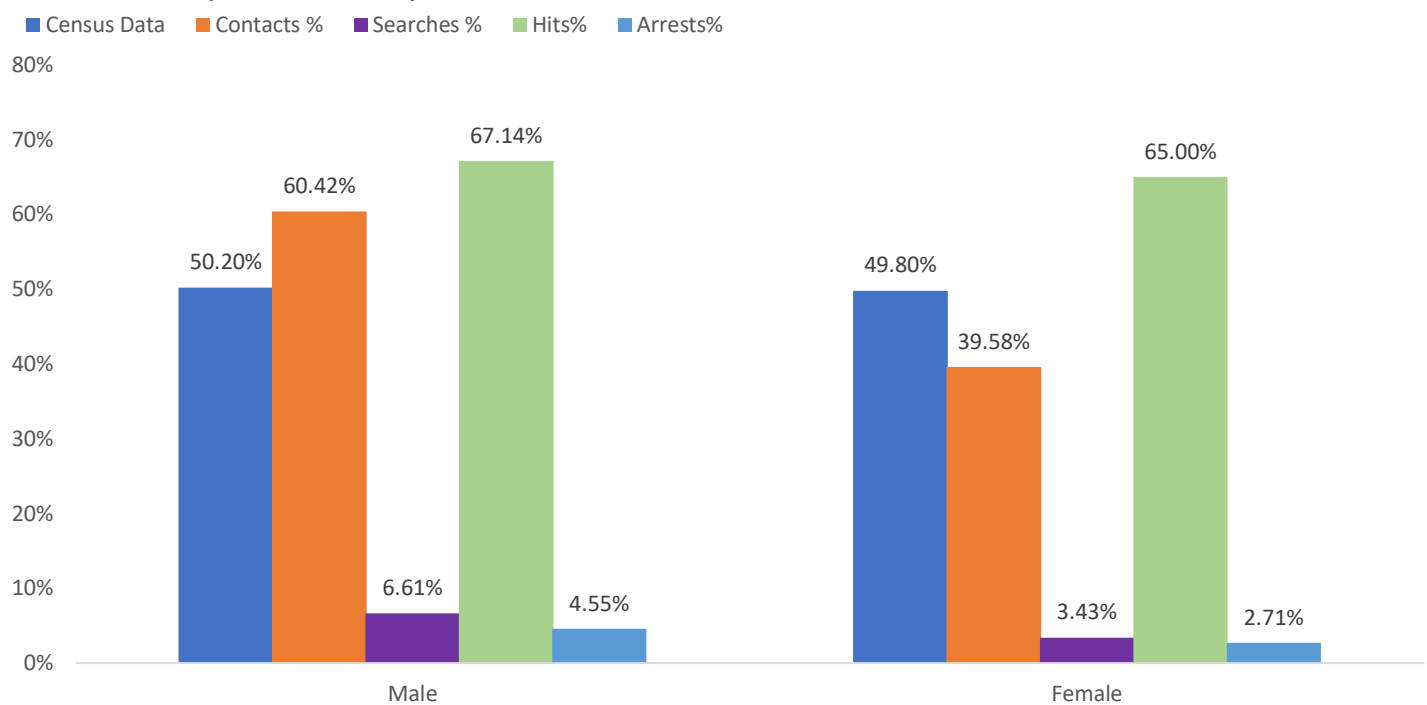


Figure 44. Search Rates, Contraband Hit Rates, & Arrest Rates (by gender).

ANALYSIS

The Texas Racial Profiling Law mandates that all police departments in Texas collect traffic-related data when a citation is issued. Further, the law requires that agencies report this information to their local governing authority and TCOLE. The purpose in collecting and presenting this information is to determine if a particular police officer is engaging in the practice of profiling minority motorists. Despite the fact most agree that it is good practice for police departments to be accountable to their community while carrying a transparent image, it is very difficult to determine if police departments are engaging in racial profiling, from the review of aggregate data. That is, it is very difficult to detect specific “individual” biased based behavior from the study and analysis of aggregate-level “institutional” data on traffic-related contacts.

The Alvin Police Department, in response to the Texas Racial Profiling Law (S.B. 1849) has conducted the attached analysis of 2021 traffic contact data. Examination of the available data resulted in the tables above comparing current census data, percentage of overall traffic stops, percentage of traffic stops resulting in searches, percentage of searches in which some form of contraband was located, and the percentage of traffic stops resulting in arrest. The graphs have been broken down by race (White, Hispanic, Black, Asian/Pacific Islander, and Indian (including Alaskan Natives)). Further, traffic data was broken down by gender and compared to the most recent census data related to gender.

(2021) Motor Vehicle-Related Contact Analysis

Overall traffic data shows that white drivers were stopped 62.86% of the time while making up 55% of the local population. Hispanics were stopped 24.63% of the time while making up 39.8% of the local population. Blacks were stopped 9.58% of the time while making up 2.8% of the population. Neither Asians nor Indians were stopped in percentages that make analysis reasonable.

Some considerations about the stop percentage as related to population percentages:

- The City of Alvin has two significant highways that connect to major urban areas bringing in a racial/ethnic mix that may represent a significant difference from census data shown for the City. Of particular note is that while traffic stop data shows that Blacks were stopped 9.58% of the time, nationally Blacks make up an estimated 13% of the population. Meanwhile, in the greater Houston area (a major urban area near the City of Alvin), Blacks make up approximately 22% of the population.
- The differing percentages of Whites and Hispanics stopped vs. the census data could, in part, be explained by the fact that Texas Driver Licenses, and resulting information to patrol officers, do not list “Hispanic” as an identifier. Officers are directed to fill in the racial/ethnic information, to the best of their ability, as they observe the driver. However, unless the information is volunteered by the driver, it is subjectively entered by the officer.
- The analysis does not consider drivers who are of mixed or unknown race/ethnicity.
- Race/ethnicity may be reported differently, or considered differently by observational guess, than had been reported on the most recent census data.



AGENDA COMMENTARY

Meeting Date: 2/17/2022

Department: Public Services

Contact: Brandon Moody, Director

Agenda Item: Consider a bid award to Commercial Chemical Products, Inc. as the City's vendor for Sodium Bisulfite for one (1) year with an option to continue for an additional one (1) year at the same price and conditions, not to exceed a total amount of \$25,000 per year; and authorize the City Manager to sign upon legal review.

Type of Item: ☐Ordinance ☐Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☒Other

Summary. Sodium Bisulfite is used at the Wastewater Treatment Plant following chlorine disinfection. This product removes the chlorine from the treated wastewater prior to discharging the effluent (treated wastewater) into the receiving stream. This is a Texas Commission of Environmental Quality (TCEQ) requirement in the wastewater treatment process.

On January 25, 2022, bids were opened, and Commercial Chemical Products was the lowest qualified bidder for Sodium Bisulfite at \$1.65 per gallon.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☒ No ☐ N/A ☐

Funding Account: 211-6003-00-2425 **Amount:** \$25,000 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 2/3/2022 SLH

Supporting documents attached:

- Bid tabulation

Recommendation: Move to award bid to Commercial Chemical Products, Inc. as the City's vendor for Sodium Bisulfite for one (1) year with an option to continue for an additional one (1) year at the same price and conditions, not to exceed a total amount of \$25,000 per year; and authorize the City Manager to sign upon legal review.

Reviewed by Department Head, if applicable ☐
Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒
Reviewed by City Manager ☒

CITY OF ALVIN BID TABULATION
SODIUM BISULFITE
B-22-03

DATE OF BID OPENING TUESDAY, JANUARY 25, 2022 2:15PM	BIDDER'S NAME	<i>Commerical Chemical Products</i>	<i>Napco Chemical Solutions</i>	<i>Univar Solutions</i>
		<i>1707 Townhurst</i>	<i>2830 Spring Cypress</i>	<i>8201 S. 212th St.</i>
		<i>Houston, Texas 77043</i>	<i>Spring, Texas 77388</i>	<i>Kent, WA 98032</i>
	QUOTED BY	<i>Alan Falik</i>	<i>Jay Judge</i>	<i>Rosie Holiday</i>
	CONTACT	<i>Alan Falik</i>	<i>Jay Judge</i>	<i>Rosie Holiday</i>
	TELEPHONE	<i>800-858-7665</i>	<i>281-651-6800</i>	<i>253-872-5000</i>
	FAX	<i>800-909-3962</i>	<i>281-651-6868</i>	<i>253-872-5041</i>
BID PRICE		<i>\$1.65 / gallon</i>	<i>\$1.75/ gallon</i>	<i>No Bid</i>
DELIVERY TIME		<i>48 hours</i>	<i>2-3 days</i>	



AGENDA COMMENTARY

Meeting Date: 2/17/2022

Department: Public Services

Contact: Brandon Moody, Director

Agenda Item: Consider a bid award to DXI Industries, Inc. as the City's vendor for Sodium Hypochlorite for (1) year with an option to continue for an additional (1) year at the same price and conditions, not to exceed a total amount of \$65,000 per year; and authorize the City Manager to sign upon legal review.

Type of Item: ☐Ordinance ☐Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☒Other

Summary. Sodium Hypochlorite (liquid bleach) is a chemical used to disinfect the effluent (treated wastewater) from the City's wastewater treatment plant. This is a Texas Commission of Environmental Quality (TCEQ) requirement for the wastewater treatment process.

On January 25, 2022, bids were opened and DXI Industries, Inc. was the only bidder for Sodium Hypochlorite at \$1.547 per gallon. DXI Industries, Inc. is the City's current supplier of sodium hypochlorite. Staff recommends awarding the bid to DXI Industries, Inc.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☒ No ☐ N/A ☐

Funding Account: 211-6003-00-2425 **Amount:** \$65,000 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☒ Required ☐ **Date Completed:** 2/3/2022 SLH

Supporting documents attached:

- Bid tabulation
-

Recommendation: Move to award a bid award to DXI Industries, Inc. as the City's vendor for Sodium Hypochlorite for (1) year with an option to continue for an additional (1) year at the same price and conditions, not to exceed a total amount of \$65,000 per year; and authorize the City Manager to sign upon legal review.

Reviewed by Department Head, if applicable ☐
Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒
Reviewed by City Manager ☒

**CITY OF ALVIN BID TABULATION
SODIUM HYPOCHLORITE
B-22-02**

DATE OF BID OPENING TUESDAY, JANUARY 25, 2022 2:15PM	BIDDER'S NAME	DXI Industries, Inc.
		1919 Jacintoport Blvd.
		Houston, Texas 77015
	QUOTED BY	Janel Bakk
	CONTACT	Janel Bakk
	TELEPHONE	281-457-4848
	FAX	281-457-4807
BID PRICE		\$1.547/ gallon
DELIVERY TIME		2-3 days



AGENDA COMMENTARY

Meeting Date: 2/17/2022

Department: Administration

Contact: Dixie Roberts, ACM/City Secretary

Agenda Item: Consider Ordinance 22-A, amending Chapter 2, Administration, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article I, In General, Section 2-20.1, Carrying Concealed Handguns on City property; and setting forth other provisions related thereto.

Type of Item: ☒ Ordinance ☐ Resolution ☐ Contract/Agreement ☐ Public Hearing ☐ Plat ☐ Discussion & Direction ☒ Other

Summary: This Ordinance amends Chapter 2, Administration of the Code of Ordinances. Proposed changes to this Chapter were presented to City Council at the January 15, 2022 council/staff workshop facilitated with Ron Cox to include changes to Section 2-20.1 and 2-20.3 Senior Citizen Board (adding residency requirements for board members). During such time City Council had no objections to the amendments as presented. The proposed changes were brought before City Council in ordinance form at the February 3rd City Council meeting. Discussion was had on whether residency requirements should be implemented for members of the Alvin Senior Citizens Board. Further discussion was also had on the proposed amendments to Section 2-20.1 regarding carrying of firearms on city property. No action was taken on the ordinance as presented. City Council requested that the ordinance be amended to remove the proposed Senior Citizens Board residency requirements and that it be brought back for consideration at the next meeting.

Included in this ordinance amendment to Chapter 2, Administration in summary:

- Section 2-20.1 – Amending the carrying of a firearm on City property to reflect current law (presented by Chief Lee). Said amendments reflect the current state law.

Staff recommends approval of Ordinance 22-A.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☐ **Budgeted Item:** Yes ☐ No ☐ N/A ☐

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** _____

Supporting documents attached:

- Ordinance 22-A clean version
- Ordinance 22-A redlined

Recommendation: Move to approve Ordinance 22-A, amending Chapter 2, Administration, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article I, In General, Section 2-20.1, Carrying Concealed Handguns on City property; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable ☐
Reviewed by City Attorney, if applicable ☐

Reviewed by Chief Financial Officer, if applicable ☐
Reviewed by City Manager ☒

ORDINANCE NO. 22-A

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING ARTICLE I, IN GENERAL, SECTION 2-20.1, CARRYING CONCEALED HANDGUNS ON CITY PROPERTY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:

Section 1. That Chapter 2, Administration, of the Code of Ordinances, City of Alvin, Texas is hereby amended with the language as follows:

ARTICLE I. IN GENERAL

...

Sec. 2-20.1. ~~—~~ Carrying ~~concealed handguns~~ firearms or other prohibited weapons on city property.

- (a) All persons other than licensed peace officers are prohibited from carrying or possessing ~~concealed~~ handguns, ~~or~~ any type of firearm or a prohibited weapon on city-owned or leased premises, ~~including city-owned buildings and parking lots as specified in section 46.03 of the Texas Penal Code (Places Weapons Prohibited)~~. This prohibition shall apply whether or not the person is licensed to carry a ~~concealed~~ handgun. ~~City parks shall be included in this prohibition only insofar as legally authorized. Public streets shall not be included in this prohibition.~~
- (b) The Ccity Ccouncil directs the Ccity Manager or his/her designee to post the appropriate signage and to provide such other notice, in accordance with section ~~30.05~~46.03 of the Texas Penal Code (~~the criminal trespass law~~ Places Weapons Prohibited), to effectuate the council's directive specified in paragraph (a) hereof.
- (c) ~~The city manager is authorized to take all steps reasonable and necessary to deny entry or continued presence on city-owned or leased premises to all persons (other than licensed peace officers) possessing concealed handgun or any type of firearm, including prosecution of such violators for the offense of criminal trespass.~~

...

Section 2. Code of Ordinances. It is the intention of the City Council that this ordinance shall become a part of the Code of Ordinances for the City of Alvin, Texas, and may be codified therein accordingly.

Section 3. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 4. Effective Date. This Ordinance shall take effect immediately from and after its passage in accordance with the provisions of Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

Section 5. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and the public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*. Notice was also provided as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

PASSED and APPROVED on the 3rd day of February 2022.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

ORDINANCE NO. 22-A

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING ARTICLE I, IN GENERAL, SECTION 2-20.1, CARRYING CONCEALED HANDGUNS ON CITY PROPERTY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:

Section 1. That Chapter 2, Administration, of the Code of Ordinances, City of Alvin, Texas is hereby amended with the language as follows:

ARTICLE I. IN GENERAL

...

Sec. 2-20.1. – Carrying firearms or other prohibited weapons on city property.

- (a) All persons other than licensed peace officers are prohibited from carrying or possessing handguns, any type of firearm or a prohibited weapon on city-owned or leased premises, as specified in section 46.03 of the Texas Penal Code (Places Weapons Prohibited). This prohibition shall apply whether or not the person is licensed to carry a handgun.
- (b) The City Council directs the City Manager or his/her designee to post the appropriate signage and to provide such other notice, in accordance with section 46.03 of the Texas Penal Code (Places Weapons Prohibited), to effectuate the council's directive specified in paragraph (a) hereof.

...

Section 2. Code of Ordinances. It is the intention of the City Council that this ordinance shall become a part of the Code of Ordinances for the City of Alvin, Texas, and may be codified therein accordingly.

Section 3. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and

remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 4. Effective Date. This Ordinance shall take effect immediately from and after its passage in accordance with the provisions of Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

Section 5. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and the public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*. Notice was also provided as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

PASSED and APPROVED on the 17th day of February 2022.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 2/17/2022

Department: EMS

Contact: Ron Schmitz, EMS Director

Agenda Item: Consider Ordinance 22-E, of the City of Alvin, Texas, amending Chapter 8½, Emergency Medical Services of the City of Alvin, Texas Code of Ordinances, for the purpose of deleting Section 8½-6 Speed Limitation; and setting forth other provisions related thereto.

Type of Item: ☐Ordinance ☐Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☒Other

Summary: This Ordinance amends Chapter 8½-6, Emergency Medical Services, Speed Limitation, of the Alvin Code of Ordinances. The proposed changes were presented to City Council at the January 15, 2022 Council/staff workshop facilitated with Ron Cox. During such time City Council had no objections to removing the entire section, as the speed of emergency vehicles is managed by state law (Transportation Code, Title 7, Subtitle C, Chapter 546.001 (2)). The changes in summary are:

- Section 8 ½ - 6 – removing the speed limitation within the Code as this is now prescribed by state law. (presented by Ron Schmitz)

Staff recommends approval of Ordinance 22-E.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☐ **Budgeted Item:** Yes ☐ No ☐ N/A ☐

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☐

Legal Review Required: N/A ☐ Required ☐ **Date Completed:** 2/14/2022 SLH

Supporting documents attached:

•

Recommendation: Move to approve Ordinance 22-E, of the City of Alvin, Texas, amending Chapter 8½, Emergency Medical Services of the City of Alvin, Texas Code of Ordinances, for the purpose of deleting Section 8½-6 Speed Limitation; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable ☐
Reviewed by City Attorney, if applicable ☐

Reviewed by Chief Financial Officer, if applicable ☐
Reviewed by City Manager ☒

ORDINANCE NO. 22-E

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 8½, EMERGENCY MEDICAL SERVICES, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF DELETING, SECTION 8½-6 SPEED LIMITATION; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:

Section 1. That Chapter 8½, Emergency Medical Services, of the Code of Ordinances, City of Alvin, Texas, is hereby amended by deleting Section 8 ½ -6 Speed Limitation in its entirety as briefed below:

~~CHAPTER 8 ½- EMERGENCY MEDICAL SERVICES~~

...

~~Sec. 8½-6. —Speed limitation.~~

- ~~(a) Ambulance and emergency vehicles shall at all times be operated at a reasonable and prudent speed, consistent with the circumstances of the response in progress, upon the streets of the City of Alvin and shall at no time exceed a maximum speed consistent with the circumstances and with safety to passengers, pedestrians and occupants of other vehicles.~~
- ~~(b) However, it shall be unlawful to operate or drive any emergency ambulance on the streets of the city in emergency ambulance service in excess of ten (10) miles per hour while entering and passing through an intersection controlled by a stop sign or while entering and passing through an intersection controlled by any traffic signal which, at the time, indicates stop by displaying a red light, and unless the operator thereof slows down as necessary for safety upon approaching the stop sign or signal and only then proceeds cautiously past such stop sign or signal.~~

...

Section 2. Code of Ordinances. It is the intention of the City Council that this Ordinance shall become a part of the Code of Ordinances for the City of Alvin, Texas, and may be codified therein accordingly.

Section 3. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and

remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 4. Incorporation into Code of Ordinances. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances, City of Alvin, Texas, as an amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

Section 5. Effective Date. This Ordinance shall take effect immediately from and after its passage in accordance with the provisions of Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

Section 6. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and the public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*. Notice was also provided as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

PASSED and APPROVED on the 17th day of February 2022.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 2/17/2022

Department: Finance

Contact: Michael Higgins, Dir. of Admin. Services

Agenda Item: Consider Ordinance 22-F, of the City of Alvin, Texas, amending Chapter 22, Taxation, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article I, In General, by adding Section 22-1, Payment of Taxes and Penalties; by amending Section 22-11, Homestead Exemption for the Elderly, Section 22-11.1 Homestead Exemption for the Disabled, 22-13 Local Sales and Use Tax, and 22-14 Homestead Exemption; by deleting in their entirety Sections 22-4, Assessment of Back Taxes, 22-5, When and where taxes due and payable, 22-6, Tax Rolls 22-7, Delinquent taxes, 22-7.1, Payment by installment, 22-8, Certification of amount, 22-10, Collector's fee, 22-10.1, Waiver of interest on delinquent tax, and 22-12, Notice to property owners of raise in value of property; repealing all ordinances or sections of ordinances in conflict; and setting forth other provisions related thereto.

Type of Item: ☒Ordinance ☐Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☒Other

Summary: This Ordinance is amending Chapter 22, Taxation, of the City of Alvin Code of Ordinances. The amendments made will update the Code to reflect current practices and state law. City ad valorem taxes are collected by the Brazoria County Tax Assessor-Collector.

The proposed changes were presented to City Council at the January 15, 2022 Council/staff workshop facilitated with Ron Cox. During such time City Council had no objections to the amendment as presented. The changes in summary are:

- Section 22-1 Add "Payment of Taxes and Penalties"
- Section 22-4 Delete "Assessment of back taxes"
- Section 22-5 Delete "When and where taxes due and payable"
- Section 22-6 Delete "Tax Rolls"
- Section 22-7 Delete "Delinquent taxes—Penalties and interest"
- Section 22-7.1 Delete "Same—Payment by installment"
- Section 22-8 Delete "Same—Certification of amount."
- Section 22-10 Delete "Same—Collector's fee."
- Section 22-10.1 Delete "Waiver of interest on delinquent tax"
- Section 22-11 Amend "Homestead tax exemption for the elderly"
- Section 22-11.1 Amend "Homestead tax exemption for the disabled"
- Section 22-12 Delete "Notice to property owners of raise in value of property."
- Section 22-13 Amend "Local sales and use tax"
- Section 22-14 Amend "Homestead exemption"

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 2/14/2022 SLH

Supporting documents attached:

- Ord 22-F Redlined
 - Ord 22-F Clean Version
-

Recommendation: Move to approve Ordinance 22-F, of the City of Alvin, Texas, amending Chapter 22, Taxation, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article I, In General, by adding Section 22-1, Payment of Taxes and Penalties; by amending Section 22-11, Homestead Exemption for the Elderly, Section 22-11.1 Homestead Exemption for the Disabled, 22-13 Local Sales and Use Tax, and 22-14 Homestead Exemption; by deleting in their entirety Sections 22-4, Assessment of Back Taxes, 22-5, When and where taxes due and payable, 22-6, Tax Rolls 22-7, Delinquent taxes, 22-7.1, Payment by installment, 22-8, Certification of amount, 22-10, Collector's fee, 22-10.1, Waiver of interest on delinquent tax, and 22-12, Notice to property owners of raise in value of property; repealing all ordinances or sections of ordinances in conflict; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable ☐
Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒
Reviewed by City Manager ☒

ORDINANCE NO. 22-F

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 22, TAXATION, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING ARTICLE I, IN GENERAL, BY ADDING SECTION 22-1 PAYMENT OF TAXES AND PENALTIES; BY AMENDING SECTIONS 22-11 HOMESTEAD TAX EXEMPTION FOR THE ELDERLY, SECTION 22-11.1 HOMESTEAD TAX EXEMPTION FOR THE DISABLED; BY DELETING SECTIONS 22-4 ASSESSMENT OF BACK TAXES, 22-5, WHEN AND WHERE TAXES DUE AND PAYABLE, 22-6, TAX ROLLS 22-7, DELINQUENT TAXES, 22-7.1, PAYMENT BY INSTALLMENT, 22-8, CERTIFICATION OF AMOUNT, 22-10, COLLECTOR'S FEE, 22-10.1, WAIVER OF INTEREST ON DELINQUENT TAX, AND 22-12, NOTICE TO PROPERTY OWNERS OF RAISE IN VALUE OF PROPERTY; REPEALING ALL ORDINANCES OR SECTIONS OF ORDINANCES IN CONFLICT; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:

Section 1. That Chapter 22, Taxation, of the Code of Ordinances, City of Alvin, Texas is hereby amended with the language as follows:

ARTICLE I. IN GENERAL

...

~~Sec. 22-4. Assessment of back taxes.~~

~~Whenever the assessor-collector shall ascertain that any taxable property on which the city is entitled to collect taxes has not been assessed for any previous year or years, the same shall be assessed in a supplemental roll to be kept in his office for such purpose at the same rate and for such valuation as such property should have been assessed, with a proper description of the property and a reasonable valuation thereon. Such assessment by the assessor-collector shall be deemed a legal assessment as fully and to all intents and purposes as though such property had been assessed by the owner thereof for such year, and the taxes thereon shall be collected in the same manner as other assessments.~~

~~(Ord. No. 252, § 6, 8-3-37; Ord. No. 63-G, § 27, 5-8-63)~~

~~Charter reference(s)—Lien of taxes, Art. VII, § 24.~~

Sec. 22-1. Payment of Taxes and Penalties

The provisions of state law applicable to municipalities shall apply to and govern the payment of taxes due and owing the city and penalties in connection therewith, to the same extent as if such provisions have been, by the terms hereof, made applicable to city taxes by ordinances of the city. The office of the city assessor-collector is being performed by Brazoria County through an interlocal agreement.

Secs. 22-2 – 22-10. Reserved

~~Sec. 22-5. When and where taxes due and payable.~~

~~All city property taxes for the year for which the same are assessed shall be due and payable on the first day of October of such year at the office of the assessor-collector in the City Hall.~~

~~(Ord. No. 255, §§ 1, 4, 8-3-37; Ord. No. 63-G, § 27, 5-8-63)~~

~~Charter reference(s) — Due date for taxes, Art. VII, § 23.~~

~~Sec. 22-6. Tax rolls.~~

- ~~(a) It shall be the duty of the assessor-collector to prepare and keep tax rolls for the city, which may be either in the form of a bound volume or in the form of unit ledger cards.~~
- ~~(b) When the tax lists and assessments have been equalized and approved by the equalization board, the assessor-collector shall prepare from such lists and complete the tax rolls for the city as follows:
 - ~~(1) A roll known as the rendered roll shall be made up from the assessment list rendered to the assessor-collector by the owners or representatives of the owners of the property listed therein.~~
 - ~~(2) A roll known as the unrendered roll shall be made up from the lists of unrendered property, including property assessed by the assessor-collector as a unknown.~~
 - ~~(3) The rendered and unrendered rolls may be combined in the same bound volume or when using unit ledger cards.~~~~
- ~~(c) The rolls provided for above shall designate the names and addresses of the owners of such property, if known to the assessor-collector, an adequate description of such property and the amount of taxes assessed thereon extended as to each item for which such taxes are levied.~~
- ~~(d) The tax rolls shall be completed and certified to by the assessor-collector and presented to the city council for approval on or before the first day of October of the year for which such taxes are assessed and shall be kept well bound.~~

~~(Ord. No. 257, §§ 1—3, 8-3-37; Ord. No. 63-G, § 27, 5-8-63; Ord. No. 65-L, 8-11-65)~~

~~Sec. 22-7. Delinquent taxes — Penalties and interest.~~

- ~~(a) From and after January 1, 1982, penalty and interest on delinquent ad valorem taxes shall be as set forth in chapter 28 of this Code.~~
- ~~(b) During such time that the city has contracted with an attorney to enforce the collection of delinquent taxes pursuant to V.T.C.A., Tax Code § 6.30, ad valorem taxes that remain delinquent on July first of the year in which they become delinquent incur an additional penalty as set forth in chapter 28 of this Code, such penalty and interest due to defray costs of collection by said attorney, as provided by V.T.C.A., Tax Code § 33.07.~~

~~In addition to the penalty provided by state law for delinquent taxes, the following penalties shall be imposed:~~

- ~~(1) Taxes that are delinquent on July 1 of the year in which they become delinquent, shall incur an additional penalty to defray the costs of collection in the amount of twenty (20) percent of the amount of taxes, penalties, and interest due, as provided in V.T.C.A., Tax Code § 33.07.~~
- ~~(2) Taxes for personal property for tax year 2011 and subsequent years shall incur an additional penalty to defray the costs of collection in the amount of twenty (20) percent of the amount of taxes, penalties, and interest due if the tax becomes delinquent on or after February 1 of the year in which they become due and remains delinquent on the 60th day thereafter, as provided in V.T.C.A., Tax Code § 33.11.~~

~~(Ord. No. 82-B, §§ 1, 2, 1-21-82; Ord. No. 00-PP, § 43, 10-19-00)~~

~~Charter reference(s) Tax liens, Art. VII, § 24.~~

~~Sec. 22-7.1. Same Payment by installment. (Remove the county manages this process)~~

- ~~(a) The City Council of the City of Alvin, Texas hereby authorizes the payment of delinquent taxes owed to the city by installment agreement. The city council hereby approves the form of the installment agreement attached hereto as Exhibit A and incorporated herein by reference. The tax assessor-collector of the city is hereby authorized to execute such installment agreement on behalf of the city.~~
- ~~(b) The tax assessor-collector shall be authorized to accept individual payments only in accordance with the following criteria (unless the hardship provisions of this section apply):~~

~~Maximum Time for Payments Amount Due (taxes + penalties + interest + court costs)~~

- ~~(1) Six months \$ 0.00 to \$ 500.00~~
- ~~(2) Twelve months 500.01 to 1,000.00~~
- ~~(3) Eighteen months 1,000.01 to 1,500.00~~
- ~~(4) Twenty-four months 1,500.01 to 2,500.00~~
- ~~(5) Thirty months 2,500.01 to 4,000.00~~
- ~~(6) Thirty-six months 4,000.01 and above~~

~~In hardship cases the tax assessor-collector may permit the delinquent taxpayer to pay installments beyond the maximum time period established herein so long as the maximum time period does not exceed thirty-six (36) months.~~

- ~~(c) That this section constitutes an authorization only and should any other taxing jurisdiction for which the city collects taxes pursuant to its agreement with such jurisdictions fail or refuse to authorize the payment of delinquent taxes by installment agreement and approve the installment agreement attached hereto as Exhibit "A", then the tax assessor-collector may refuse to permit payment of delinquent taxes by installment agreement.~~

~~(Ord. No. 92-MM, §§ 1—3, 1-21-93)~~

~~Charter reference(s)—Authorization of the city to accept payment of delinquent taxes by installment agreement, Art. VII, § 23.~~

~~Sec. 22-8. Same—Certification of amount.~~

~~It shall be the duty of the assessor-collector to compile a certificate showing the total amount of taxes due and owing as of the 1st day of February of each year and present the same to the city council for approval on or before the first day of July next following the year for which such taxes are assessed. The city council shall examine such certificate and if found satisfactory, approve the same. In the event the certificate showing the total amount of taxes due is found by the city council to be incorrect or incomplete, it shall be returned to the assessor-collector for correction and, when completed and corrected by the assessor-collector, the same shall be resubmitted to the city council for reinspection and approval.~~

~~(Ord. No. 258, § 2, 8-3-37; Ord. No. 63-G, § 27, 5-8-63; Ord. No. 65-L, 8-11-65)~~

~~Sec. 22-9. Reserved.~~

~~Editor's note(s)—Sec. 22-9, providing for completion and approval of the delinquent tax roll, and derived from Ord. No. 258, § 4, enacted Aug. 3, 1937, and from Ord. No. 63-G, enacted May 8, 1963, was repealed by Ord. No. 65-L, enacted Aug. 11, 1965. The section was reserved to maintain format.~~

~~Sec. 22-10. Same—Collector's fee.~~

~~A collector's fee, or delinquent roll fee in an amount set forth in chapter 28 of this Code shall be charged against each lot or tract of land listed as delinquent and shall be collected by the assessor-collector in addition to the taxes, penalties and interest charged or chargeable against such property, such collectors fee or roll fee to be accounted for by the assessor-collector and paid into the general fund of the city treasury.~~

~~(Ord. No. 258, § 3, 8-3-37; Ord. No. 63-G, § 27, 5-8-63; Ord. No. 00-PP, § 44, 10-19-00)~~

~~Sec. 22-10.1. Waiver of interest on delinquent tax.~~

- ~~(a) Interest shall be waived on a delinquent tax if an act or omission of an officer, employee or agent of the city or the appraisal district in which the city participates caused or resulted in~~

~~the taxpayer's failure to pay the tax before delinquency; the tax is paid within twenty-one (21) days after the taxpayer knows or should know of the delinquency; and the property to which the tax applies has an appraised value less than or equal to forty-two thousand dollars (\$42,000.00).~~

~~(b) The tax office of the city is hereby directed to compile an annual report by September thirtieth of each calendar year listing the following information for city council review:~~

~~(1) Each tax property for which interest has been waived in the preceding twelve-month period;~~

~~(2) With respect to each property, the act or omission which caused or resulted in the taxpayer's failure to pay the tax before delinquency;~~

~~(3) The amount of interest waived on each property; and~~

~~(4) The total amount of interest waived for the twelve-month period.~~

~~(Ord. No. 91-U, §§ 1, 2, 10-17-91)~~

Sec. 22-11. Homestead tax exemption for the elderly.

From and after the adoption of this section, fifty-five thousand dollars (\$55,000.00) of the assessed value of the residence homesteads of persons sixty-five (65) years of age or older shall be exempt from all ad valorem taxes hereafter levied by the City of Alvin. ~~subject to and conditioned upon the requirements herein set out:~~

~~(1) A person entitled to claim said exemption must register with the Brazoria County Appraisal District between January 1 and April 30 of the tax year in which he wishes to claim said exemption.~~

~~(2) Said person shall give a sworn affidavit concerning his age and ownership of property and any other facts required by the Brazoria County Appraisal District on forms to be prepared by the Brazoria County Appraisal District.~~

~~(3) A valid certified copy of a birth certificate shall constitute good and sufficient proof of the age of the claimant. The Brazoria County Appraisal District may consider other proof of age and the judgement of said appraisal district shall be final.~~

~~(Ord. No. 73-A, 1-4-73; Ord. No. 73-Q, 12-20-73; Ord. No. 76-M, 9-2-76; Ord. No. 85-J, § 1, 8-22-85; Ord. No. 04-N, § 1, 4-15-04)~~

Sec. 22-11.1. Homestead tax exemption for the disabled.

(a) From and after the adoption of this section, fifty-five thousand dollars (\$55,000.00) of the assessed value of the residence homesteads of disabled persons in whose name the property is assessed shall be exempt from all ad valorem taxes hereafter levied by the City of Alvin. ~~subject to and conditioned upon the requirements herein set out.~~

(b) ~~For purposes of this section, a "disabled person" shall be defined as any individual, between the ages of eighteen (18) and sixty-five (65) years, who has a disability for purposes of payment of disability insurance benefits under Federal Old Age, Survivors, and Disability Insurance.~~

- ~~(c) The requirements to which this exemption is subject and upon which this exemption is conditioned are:~~
- ~~(1) A person entitled to claim said exemption must register annually with the Brazoria County Appraisal District between January 1 and April 30 in the tax year in which he wishes to claim said exemption.~~
 - ~~(2) Said person shall give a sworn affidavit concerning his particular disability and ownership of property and any other facts required by the Brazoria County Appraisal District on forms to be prepared by the Brazoria County Appraisal District.~~
 - ~~(3) A valid copy of an authorization from Federal Old Age, Survivors or Disability Insurance agencies, certified if deemed necessary by the Brazoria County Appraisal District, shall constitute good and sufficient proof of the disability of the claimant. The Brazoria County Appraisal District may consider other proof of disability and the judgment of said appraisal district shall be final.~~
- ~~(d) Joint or community owners of property may not each receive the same exemption provided by or pursuant to this section for the same residence homestead in the same year. An eligible disabled person who is sixty-five (65) years of age or older may not receive both a disabled and an elderly residence homestead exemption, as provided elsewhere in this chapter, but may choose either.~~

(Ord. No. 85-J, § 2, 8-22-85; Ord. No. 04-N, § 2, 4-15-04)

~~Sec. 22-12. Notice to property owners of raise in value of property.~~

~~Whenever the board of equalization shall find it their duty to raise the value of any property appearing on the lists or books of the assessor-collector, it shall, after having examined such lists and books and corrected all errors appearing therein, adjourn to a day not less than ten (10) nor more than fifteen (15) days from the date of adjournment and shall cause the secretary of said board to give written notice to the owner of said property of the time to which the board has adjourned and that such owner of said property may at that time appear and show cause why the value of said property should not be raised. Such notice shall disclose the appraised value, assessment ratio, taxable value, tax rate and tax of said property. Where the board has acted in the absence of said notice, and therefore without jurisdiction, to raise the valuation of said property, its action is void. The original approved value of said property appearing on the list or books of the assessor-collector, therefore, stands as though no attempted revision whatever had been undertaken by the board of equalization. Such notice may be served by depositing the same, addressed to the last known address and postage paid, in the U. S. Government Post Office at Alvin, Texas.~~

~~(Ord. No. 77-T, 10-6-77)~~

Sec. 22-12 – Reserved.

Sec. 22-13. - Local sales and use tax.

The City of Alvin, Texas, by majority vote of its governing body, hereby votes to retain the taxes authorized by the Municipal Sales and Use Tax Act (~~V.T.C.A.,~~ [Texas](#) Tax Code, [Chapter](#) ~~ch.~~ 321) on the receipts from the sale, production, distribution, lease, or rental of, and the use, storage, or

other consumption of gas and electricity for residential use, as authorized by ~~V.T.C.A.~~, [Texas](#) Tax Code § 321.105.

(Ord. No. 79-C, § 1, 5-10-79)

...

Section 2. Code of Ordinances. It is the intention of the City Council that this ordinance shall become a part of the Code of Ordinances for the City of Alvin, Texas, and may be codified therein accordingly.

Section 3. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 4. Incorporation into Code of Ordinances. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances, City of Alvin, Texas, as an addition, amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

Section 5. Effective Date. This Ordinance shall take effect immediately from and after its passage in accordance with the provisions of Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

Section 6. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and the public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*. Notice was also provided as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

PASSED and APPROVED on the 17th day of February 2022.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

ORDINANCE NO. 22-F

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 22, TAXATION, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING ARTICLE I, IN GENERAL, BY ADDING SECTION 22-1 PAYMENT OF TAXES AND PENALTIES; BY AMENDING SECTIONS 22-11 HOMESTEAD TAX EXEMPTION FOR THE ELDERLY, SECTION 22-11.1 HOMESTEAD TAX EXEMPTION FOR THE DISABLED; BY DELETING SECTIONS 22-4 ASSESSMENT OF BACK TAXES, 22-5, WHEN AND WHERE TAXES DUE AND PAYABLE, 22-6, TAX ROLLS, 22-7, DELINQUENT TAXES, 22-7.1, PAYMENT BY INSTALLMENT, 22-8, CERTIFICATION OF AMOUNT, 22-10, COLLECTOR'S FEE, 22-10.1, WAIVER OF INTEREST ON DELINQUENT TAX, AND 22-12, NOTICE TO PROPERTY OWNERS OF RAISE IN VALUE OF PROPERTY; REPEALING ALL ORDINANCES OR SECTIONS OF ORDINANCES IN CONFLICT; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:

Section 1. That Chapter 22, Taxation, of the Code of Ordinances, City of Alvin, Texas is hereby amended with the language as follows:

ARTICLE I. IN GENERAL

...

Sec. 22-1. Payment of Taxes and Penalties

The provisions of state law applicable to municipalities shall apply to and govern the payment of taxes due and owing the city and penalties in connection therewith, to the same extent as if such provisions have been, by the terms hereof, made applicable to city taxes by ordinances of the city. The office of the city assessor-collector is being performed by Brazoria County through an interlocal agreement.

Secs. 22-2 – 22-10. Reserved

Sec. 22-11. Homestead tax exemption for the elderly.

From and after the adoption of this section, fifty-five thousand dollars (\$55,000.00) of the assessed value of the residence homesteads of persons sixty-five (65) years of age or older shall be exempt from all ad valorem taxes hereafter levied by the City of Alvin.

Sec. 22-11.1. Homestead tax exemption for the disabled.

- (a) From and after the adoption of this section, fifty-five thousand dollars (\$55,000.00) of the assessed value of the residence homesteads of disabled persons in whose name the property is assessed shall be exempt from all ad valorem taxes hereafter levied by the City of Alvin.
- (b) Joint or community owners of property may not each receive the same exemption provided by or pursuant to this section for the same residence homestead in the same year. An eligible disabled person who is sixty-five (65) years of age or older may not receive both a disabled and an elderly residence homestead exemption, as provided elsewhere in this chapter, but may choose either.

(Ord. No. 85-J, § 2, 8-22-85; Ord. No. 04-N, § 2, 4-15-04)

Sec. 22-12 – Reserved.

Sec. 22-13. - Local sales and use tax.

The City of Alvin, Texas, by majority vote of its governing body, hereby votes to retain the taxes authorized by the Municipal Sales and Use Tax Act (Texas Tax Code, Chapter 321) on the receipts from the sale, production, distribution, lease, or rental of, and the use, storage, or other consumption of gas and electricity for residential use, as authorized by Texas Tax Code § 321.105.

(Ord. No. 79-C, § 1, 5-10-79)

...

Section 2. Code of Ordinances. It is the intention of the City Council that this ordinance shall become a part of the Code of Ordinances for the City of Alvin, Texas, and may be codified therein accordingly.

Section 3. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 4. Incorporation into Code of Ordinances. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances, City of Alvin, Texas, as an addition,

amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

Section 5. Effective Date. This Ordinance shall take effect immediately from and after its passage in accordance with the provisions of Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

Section 6. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and the public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*. Notice was also provided as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

PASSED and APPROVED on the 17th day of February 2022.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 2/17/2021

Department: City Secretary

Contact: Dixie Roberts, City Secretary

Agenda Item: Consider a contract for Election Services with Joyce Hudman, County Clerk, Brazoria County, Texas, for the May 7, 2022 General Election; and authorize the Mayor to sign upon legal review.

Type of Item: ☐ Ordinance ☐ Resolution ☒ Contract/Agreement ☐ Public Hearing ☐ Plat ☐ Discussion & Direction ☐ Other

Summary: This is a contract for election services with Brazoria County to conduct the May 7, 2022 General Election for City Council District A, District D, and At Large Position 2. This contract is similar to the contract authorized by City Council every year to conduct the City's election. The cost for this General Election could range anywhere from \$4,000 to \$10,000. The cost depends on how many other jurisdictions will be holding a May election. The City Secretary's Office will handle all the required notices, filings, and general paperwork as required by state election law.

Historical Election Cost (General May Election):

May 2018: \$4,700

May 2019: \$11,000

November 2020: \$12,300 – (May 2020 election moved to November because of COVID)

May 2021: \$6,200

Early voting and Election Day voting will be held at the Alvin Library. Registered voters may vote at any Early Voting location within the County during Early Voting, or on Election Day, may vote at any Voting Center in Brazoria County. Staff recommends approval of the contract.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☒ No ☐ N/A ☐

Funding Account: CSO/Elections **Amount:** \$4,000-\$10,000 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 2/3/2022 SLH

Supporting documents attached:

- Election Contract

Recommendation: Move to approve a Contract for Election Services with Joyce Hudman, County Clerk, Brazoria County, Texas for the May 7, 2022 General Election; and authorize the Mayor to sign upon legal review.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Manager ☒

JOINT CONTRACT FOR ELECTION SERVICES

THIS CONTRACT (this "Agreement") is made effective as of the Effective Date (as defined below), by and between the CITY OF ALVIN, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and County Clerk of Brazoria County, Texas, hereinafter referred to as "County," and by authority of Section 31.092(a), Texas Election Code, and Chapter 791, Texas Local Government Code, for the conduct and supervision of the Political Subdivision's election to be held on MAY 7, 2022. Political Subdivision and County may be referred to individually as a "Party" and collectively as "the Parties."

This contract is made by and between the CITY OF ALVIN, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and the County Election Officer of Brazoria County, defined by statute as the County Clerk through the authority set forth in Texas Election Code §§31.091 and 31.092. The purpose of this contract is for the performance of election services as authorized by statute. This contract shall serve as the general contract for each election for which the Political Subdivision requests the assistance of the County Clerk. Provisions specific to each particular election will be included as an attachment to the original contract. Political Subdivision and County Clerk may be referred to individually as "Party" or collectively as "Parties."

RECITALS

The County Clerk has care, custody, and control over the electronic voting system, the Hart InterCivic Verity Voting System (Version 2.4), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the electronic voting system and to compensate the County Clerk for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The Parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this Agreement. The County Clerk shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Agreement. Political Subdivision agrees to pay County Clerk for equipment, supplies, services, and administrative costs as provided in this Agreement. The County Clerk shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The County Clerk shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the electronic voting system and polling places, and it is agreed that the County Clerk may enter into

other joint election agreements and contracts for election services for those purposes on terms and conditions set forth in the Election Code. Political Subdivision agrees that County Clerk may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and, in such case, all parties sharing common territory shall share a joint ballot on the electronic voting system at the applicable polling places. In such cases, total costs shall be divided among the participants.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code or Political Subdivision's governing body, charter, or ordinances. With reference to publications, the County Clerk will publish the "Notice of Test of Automatic Tabulating Equipment" and the "Notice of Election." If a Political Subdivision is holding any type of Special Election, the Political Subdivision may have to publish their own "Notice of Election" in order to meet additional requirements. Please advise the County Clerk's Elections Office if the Political Subdivision must publish a separate notice so the Political Subdivision's notice is not included in the Notice published by the County Clerk.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the County Clerk's Election Department.

III. STATUTORY COMPLIANCE

Political subdivisions shall follow all applicable State and Federal laws related to elections, including, but not limited to, Section 52.072 of the Election Code, which states in part, "A proposition shall be printed on the ballot in the form of a single statement."

Failure to do so may prohibit the political subdivision's participation in a Joint Election.

IV. VOTING LOCATIONS

The County Clerk's Election Office shall select and arrange for the use of and payment for all election day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the county. The proposed voting locations will be provided once the final candidate filing deadline has been met and will be listed as Attachment "A". In the event a voting location is not available, the Elections Department will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Department shall notify the Political Subdivision of any changes from the locations listed as Attachment "A".

If polling places for the joint election in Attachment “A” are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than the date of the election described in Attachment “A”, at the entrance to any previous polling places in the jurisdiction, stating that the polling location has changed, and stating the political subdivision’s polling place name(s) and address(s) in effect for the election described in Attachment “A”. Any changes in voting location from those that were used in the most recent COUNTYWIDE JOINT election will be posted by the County Clerk’s Election Office.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Brazoria County Commissioners Court shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. In the event an emergency appointment is necessary, appointment shall be made in accordance with Election Code §32.007, which authorizes the presiding officer of the Brazoria County Commissioners Court to make an emergency appointment. Should that officer not be available, the County Clerk’s office shall make emergency appointments of election officials. Upon request by the County Clerk, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The County’s Elections Department shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The County Clerk shall arrange for the training and compensation of all election judges and clerks. The Elections Department shall arrange for the date, time, and place for the presiding election judge to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Department notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge will receive compensation at an hourly rate of \$14.00. Each election clerk will receive compensation at an hourly rate of \$12.00. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. All judges and clerks who attend training will be compensated at an hourly rate of \$8.00 as compensation for same.

It is agreed by all Parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are temporary part-time employees subject only to those benefits available to such employees.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The County Clerk Elections Department shall arrange for all election supplies and voting equipment including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The County Clerk Elections Department shall provide the necessary voter registration information, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election. If special maps are needed for a particular Political Subdivision, the County Clerk Election Department will order the maps and pass that charge on to that particular Political Subdivision.

Political Subdivision shall furnish the County Clerk a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). THE POLITICAL SUBDIVISION SHALL ALSO PROVIDE A COPY OF EACH CANDIDATE'S APPLICATION TO THE COUNTY CLERK ELECTIONS OFFICE. This list shall be delivered to the County Clerk Elections Department as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. If any error or changes are discovered after the Logic and Accuracy test has been conducted and ballots prepared then the Political Subdivision will be responsible for all cost.

VII. EARLY VOTING

The Parties agree to conduct joint early voting and to appoint the County Clerk as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Political Subdivision agrees to appoint the County Clerk's permanent county employees as deputy early voting clerks. The Parties further agree that each Early Voting Location will have an "Officer in Charge" who will receive compensation at an hourly rate of \$14.00. The clerks at each location will receive compensation at an hourly rate of \$12.00. Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the County Clerk shall receive applications for early voting ballots to be voted by mail in accordance with Chapter 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Department for processing.

The County Clerk Elections Department shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VIII. EARLY VOTING BALLOT BOARD

The County Clerk shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the County Clerk Elections Department, shall appoint two or more additional members to constitute the EVBB. The County Clerk Elections Department shall determine the number of EVBB members required to efficiently process the early voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The County shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Lisa Mujica
Alternate Counting Station Manager:	Brandy Pena
Tabulation Supervisor:	Susan Cunningham
Alternate Tabulation Supervisor:	Johnathan Escamilla
Presiding Judge:	Tamara Reynolds
Alternate Presiding Judge:	Dottie Cornett

The County Clerk Elections Department will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The County Clerk Elections Department shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

The County Clerk Elections Department shall submit all Cities' precinct by precinct returns to the Texas Secretary of State's Office electronically.

The County Clerk Elections Department shall post all election night results to County website on election night. <http://www.Brazoriacountyvotes.com>.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The Parties agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared. The County participates in "Vote Centers," therefor all political subdivisions can vote at any location.

It is agreed that the normal rental rate charged for the County's voting equipment used on election day shall be calculated per polling locations and among the participants utilizing each polling location. (See "Exhibit 1" for rental rates.) Total cost will be calculated, and then multiplied by the Political Subdivisions percentage number of registered voters or with the minimum of \$1500.00, for those with lesser amount, additional cost associated will be itemized and billed.

Costs for Early Voting by Personal Appearance will also be charge with the same formula as Election Day. Those political subdivisions with the percentage of registered voters less than amount equal to \$1500.00 charged will be a minimum amount of \$1500.00.

Political Subdivision contracting for a runoff shall be responsible for all associated costs.

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. Political Subdivision is fully liable for any expenses incurred by County Clerk on behalf of the Political Subdivision. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses.

XII. RECORDS OF THE ELECTION

The County Clerk is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority, as well as to the public, in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the County Clerk or at an alternate facility used for storage of county records. The County Clerk Elections Department shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the County Clerk shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the County Clerk any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the County Clerk and that the County Clerk shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The County Clerk Elections Department agrees to provide advisory services to the Political Subdivision as necessary to conduct a proper recount and cost of the recount depends on the size of the election and number of precincts to be recounted.

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the election equipment and voting places; it is agreed that the County Clerk may contract with such other districts or political subdivisions for such purposes, and that in such event, there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The County Clerk shall file copies of this document with the County Treasurer and the County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting the Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the County Clerk, and additional election personnel as necessary.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code; however, any action taken is subject to any immunity provided by statute or common law to governmental entities. For purposes of this contract, the County Clerk's office is acting as a governmental entity covered by any immunity available to Brazoria County.
5. The parties agree that under the Constitution and laws of the State of Texas, neither Brazoria County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.
7. In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement

shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
11. **Authorization of Agreement.** This Agreement has been approved and authorized by the governing body of the Political Subdivision.
12. **Purpose, Terms, Rights, and Duties of the Parties.** The purpose, terms, rights, and duties of the Parties shall be as set forth in this Agreement.
13. **Payments from Current Revenues.** Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to that paying Party.
14. **Fair Compensation.** The Parties acknowledge and agree that each of the payments contemplated by this Agreement fairly compensate the performing Party.
15. **Termination.** At any time and for any reason, either Party may terminate this Agreement by providing thirty (30) days' written notice of termination to the other Party.
16. **Funding.** The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's ***sole and exclusive remedy*** shall be to terminate this Agreement.
17. **No Joint Enterprise.** The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.
18. **Public Information.** This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552, et seq., as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

19. **No Third-Party Beneficiaries**. This Agreement is entered solely by and between, and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.
20. **No Personal Liability**. Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.
21. Nothing in this Agreement requires that either the Political Subdivision or County incur debt, assess or collect funds, or create a sinking fund.
22. **Sovereign Immunity Acknowledged and Retained**. **THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY AND THE COUNTY RETAIN ALL GOVERNMENTAL IMMUNITIES.**

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that the Political Subdivision's obligation under the terms of this agreement shall be DETERMINED AFTER THE ELECTION. Political Subdivision agrees to pay to County a deposit of \$5,000.00. This deposit shall be paid to County within 10 business days after the final candidate filing deadline. The final candidate filing deadline is February 18, 2022. Therefore, deposit is due by **MARCH 4, 2022**. The exact amount of the Political Subdivision's obligation under the terms of this Agreement shall be calculated after the MAY 7, 2022, election; and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to County the balance **due within thirty (30) days after receipt of the final invoice from the County's Election Department**. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties.

(1) On the _____ day of _____, 2022 been executed on behalf of the County Clerk by the County Clerk pursuant to the Texas Election Code;

(2) On the _____ day of _____, 2022 been executed on behalf of the Political Subdivision by its Mayor or authorized representative, pursuant to an action of the Political Subdivision.

BRAZORIA COUNTY, COUNTY CLERK by

Joyce Hudman, County Clerk

ATTEST:

CITY OF ALVIN, TEXAS

_____ By _____
Presiding Officer or Authorized Representative
CITY OF ALVIN

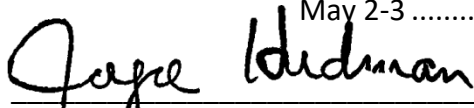
NOTICE OF EARLY VOTING AT BRANCH POLLING PLACES

Early voting by personal appearance will be conducted at the following locations:

Angleton (Main)East Annex, 1524 E Mulberry
AlvinAlvin Library, 105 S Gordon
BrazoriaBrazoria Library, 620 S Brooks
FreeportFreeport Library, 410 Brazosport Blvd
Lake Jackson.....Lake Jackson Annex, 202 Peach St, Rm 144
ManvelNorth Annex, 7313 Corporate Dr
PearlandPct. 3 Sub Office, 2436 S Grand Blvd
Pearland EastTom Reid Library, 3522 Liberty Dr
Pearland West.....Westside Event Center, 2150 Countryplace Pkwy
Shadow CreekWest Pearland Library, 11801 Shadowcreek Pkwy
Sweeny.....Sweeny Community Center, 205 W Ashley Wilson Rd
West Columbia.....Precinct 4, 121 N 10th St, Building 2

DATES AND HOURS:

April 25-29.....8 AM – 5 PM
April 30.....7 AM – 7 PM
May 2-37 AM – 7 PM



Early Voting Clerk

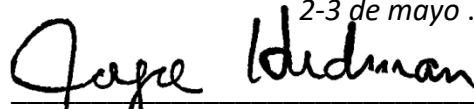
AVISO DE VOTACIÓN ADELANTADA EN LOS SITIOS DE VOTACIÓN AUXILIARES

La votación adelantada en persona se llevará a cabo en los siguientes sitios de esta manera:

Angleton (Ubicación Principal).....East Annex, 1524 E Mulberry
AlvinAlvin Library, 105 S Gordon
BrazoriaBrazoria Library, 620 S Brooks
FreeportFreeport Library, 410 Brazosport Blvd
Lake JacksonLake Jackson Annex, 202 Peach St, Rm 202
ManvelNorth Annex, 7313 Corporate Dr
PearlandPct. 3 Sub Office, 2436 S Grand Blvd
Pearland EsteTom Reid Library, 3522 Liberty Dr
Pearland OesteWestside Event Center, 2150 Countryplace Pkwy
Shadow CreekWest Pearland Library, 11801 Shadowcreek Pkwy
SweenySweeny Community Center, 205 W Ashley Wilson Rd
West ColumbiaPrecinct 4, 121 N 10th St, Building 2

FECHAS Y HORAS

25-29 de abril.....8 AM – 5 PM
30 de abril7 AM – 7 PM
2-3 de mayo7 AM – 7 PM



Secretaría de la Votación Adelantada

RATE SHEETS FOR BRAZORIA COUNTY ELECTIONS:

MAY (COUNTYWIDE JOINT)

EQUIPMENT RENTAL

CONTROLLER	\$365.00 each
ACCESS WITH TOUCH UNIT (DAU).....	\$350.00 each
TOUCH UNITS	\$325.00 each
POLLPADS	\$50.00 each
MI-FI/ HOTSPOT	\$50.00 each

This is not a daily charge. This price is for the entire election even if it is for 12days of voting.

OTHER CHARGES

Programming	\$300.00
Tabulating.....	\$150.00
Equipment Delivery and Pickup	
Truck Rental (per delivery location)	\$25.00
Labor (Per delivery location)	\$75.00
Supply tubs EV-ED (see attached list for contents)	\$75.00
Mail Ballots will be billed per entity kits including postageDomestic...\$1.74...Overseas...\$2.36	
Publications charged based on % of registered voters.....	

Workers-Judges	\$14.00 per hour -Overtime rate \$21.00 per hour
Clerks	\$12.00 per hour- Overtime rate \$18.00 per hour

ELECTION DAY

For Election Day, we will calculate the cost for each location (see Exhibit ‘A2”) the total cost for Election Day will then calculated per percentage of registered voters of each political subdivision. All political subdivisions in Brazoria County less than 1000 registered voters, charges will be the minimum of \$1500.00 for Election Day.

EARLY VOTING

For Early Voting we also calculate worksheets for each of the 10-11 early voting locations. Once we have the total cost for all locations, we do a spreadsheet that divides the cost between all political subdivisions based on the percentage of registered voters in each. Since we have large and small cities in our county, the minimum charge for early voting will be \$1500.00.

OVERTIME

We keep a record of our overtime for the May Elections and the staff gets paid overtime. Since we charge for programming and tabulations that money goes towards the employee’s overtime. If we have more overtime than covered by a calculated programming and tabulation fees, we will add in the additional overtime when sending the final bills.

RATE SHEETS FOR BRAZORIA COUNTY ELECTIONS:

NOVEMBER (COUNTYWIDE JOINT)

For November Elections, the Election Day and Early voting charges are just like the countywide joint in May. If the only political subdivisions at a location are Brazoria County and one entity, total cost calculated will be per percentage of registered voters for the entity.

Runoffs Elections will be the responsibility of whichever entity will be conducting a runoff election.

Any errors or changes related to a Political Subdivision oversight and if it results in reprogramming the entirety election, will be responsible for all associated cost.



AGENDA COMMENTARY

Meeting Date: 2/17/2022

Department: Municipal Court

Contact: Dixie Roberts, ACM/City Secretary

Agenda Item: Discuss and consider Resolution 22-R-04; appointing Mohamad “Mo” Ghuneim as the Presiding Municipal Judge for the City of Alvin Municipal Court for a two (2) year term ending March 5, 2024; and authorize the Mayor to sign the Employment Agreement.

Type of Item: ☐Ordinance ☐Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☐Other

Summary: Judge Mohamad “Mo” Ghuneim was appointed the Presiding Judge in March 2020 and would like to continue serving the City of Alvin as the Presiding Judge. Judge Ghuneim is responsible for presiding over trials and other court proceedings, performing certain magistrate functions, and general administration of the court.

Staff recommends the reappointment and the approval of the Employment Agreement with Judge Ghuneim.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☒ No ☐ N/A ☐

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 1/26/2022 SLH

Supporting documents attached:

- Resolution 22-R-04
- Employment Agreement between the City of Alvin and Mohamad “Mo” Ghuneim

Recommendation: Move to approve Resolution 22-R-04; appointing Mohamad “Mo” Ghuneim as the Presiding Municipal Judge for the City of Alvin Municipal Court for a two (2) year term ending March 5, 2024; and authorize the Mayor to sign the Employment Agreement.

Reviewed by Department Head, if applicable ☐
Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐
Reviewed by City Manager ☒

RESOLUTION 22-R-04

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, APPOINTING MOHAMAD (“MO”) GHUNEIM AS THE PRESIDING MUNICIPAL COURT JUDGE FOR THE ALVIN MUNICIPAL COURT FOR A TWO (2) YEAR TERM; APPROVING AN EMPLOYMENT AGREEMENT WITH MOHAMAD (“MO”) GHUNEIM AS THE PRESIDING MUNICIPAL COURT JUDGE OF THE CITY OF ALVIN MUNICIPAL COURT; AUTHORIZING THE MAYOR TO SIGN THE EMPLOYMENT AGREEMENT; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, Article VI Section 2 of the Charter of the City of Alvin provides for the Council’s authority to elect a Presiding Judge of the Municipal Court; and

WHEREAS, the City Council authorizes the City of Alvin to enter into the Memorandum of Understanding with Mohamed (“Mo”) Ghuneim for the Appointment as the Presiding Judge of the City of Alvin Municipal Court; **NOW THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALVIN:

Section 1. That the City Council of the City of Alvin hereby approves of the appointment of Mohamed (“Mo”) Ghuneim as the Presiding Judge of the City of Alvin Municipal Court for a two (2) year term.

Section 2. That the Employment Agreement for the Appointment of Mohamed (“Mo”) Ghuneim as the Presiding Judge of the Alvin Municipal Court, attached hereto as Exhibit 1 and made a part hereof, is hereby approved, and the Mayor is hereby authorized to execute said contract on behalf of the City of Alvin.

Section 3. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED on this 17th day of February 2022.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

**EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF ALVIN
AND
PRESIDING MUNICIPAL COURT JUDGE OF
THE CITY OF ALVIN MUNICIPAL COURT**

This Agreement is made is made by and between the City of Alvin, Texas, a home rule municipal corporation located in Brazoria County, Texas (hereinafter called “City”), and Mohamad (“Mo”) Ghuneim, the Presiding Municipal Court Judge of the City of Alvin Municipal Court.

**ARTICLE I.
APPOINTMENT**

1.1 The City, acting by and through its City Council, exercising its discretion pursuant to the City Charter, Code of Ordinances, and the laws of State of Texas, hereby appoints Mohamad (“Mo”) Ghuneim, the Presiding Municipal Court Judge for the City of Alvin Municipal Court.

1.2 The City Charter and Section 29.005 of the Texas Government Code provides for a term of office for the judge of a municipal court to be two (2) years, unless the municipality provides for a longer term pursuant to Article XI, Section 11, of the Texas Constitution.

1.3 The Presiding Municipal Court Judge shall perform the services of Presiding Municipal Court Judge for the City of Alvin Municipal Court and maintain eligibility to serve in such capacity for a term of two (2) years commencing the 5th day of March 2022, and concluding the 5th day of March 2024, unless terminated earlier.

1.4 The Presiding Municipal Court Judge shall perform all services in accordance with the Code of Judicial Conduct applicable to judges of courts in the State of Texas and agrees to conduct himself in a judicial demeanor at all times in representing the City.

1.5 The Presiding Municipal Court Judge, in coordination with the Municipal Court Administrator, shall schedule Court dockets for adult and juvenile cases in order to facilitate optimal court efficiency in support of the City.

**ARTICLE II.
MUNICIPAL COURT**

2.1 The Presiding Municipal Court Judge shall operate court proceedings, including but not limited to, court technology and court security, within the allocated budget and staffing as approved by the City Council of the City of Alvin.

2.2 The Presiding Municipal Court Judge's responsibilities and duties include, but are not limited to, the following:

- (a) Coordinate / communicate with the Associate Judge(s), if any.
- (b) Preside over court dockets and trials (Class C Misdemeanors, City ordinances, traffic violations, criminal misdemeanor, property matters, criminal jury and non-jury trials, pre-trial conferences, juvenile matters, and other cases appropriately tried in Municipal Court).
- (c) Preside over jury and non-jury cases and levy fines commensurate with the violation in such manner to preserve equity and uniformity in the application of existing laws and ordinances.
- (d) Review and/or sign Administrative Search Warrants.
- (e) Coordinate court activities with Municipal Court Administrator, City Attorney and/or City Prosecutors, and other city departments.
- (f) Conduct any special hearings as may be associated with Alvin Municipal Court.
- (g) Provide arraignment duties as needed and shall be available for magistrate services, or delegate to another Judge to provide coverage (as required by law), or as may be needed.
- (h) Collaborate with the applicable city department(s) to ensure policies and orders are within the parameters of state law, and consistent with the values of the community and needs of other departments.
- (i) Prepare an annual report to the City Council regarding judicial performance and productivity of the Court.
- (j) Coordinate and oversee the Court Security Committee, as required by State law.
- (k) Perform other duties as permitted by Texas state law.

2.3 The Presiding Municipal Court Judge shall review and sign court related paper work in a timely and efficient manner so as to promote efficient and effective court operations and collections.

2.4 The Presiding Municipal Court Judge shall be a Magistrate and shall perform the necessary magistrate services and duties as outlined in Texas state law for the City of Alvin.

2.5 The Presiding Municipal Court Judge shall be proficient in the use of the Court software(s) and/or technology. The Presiding Municipal Court Judge shall be provided a reasonable level of training for such software and technology.

2.6 The Presiding Municipal Court Judge will serve as an Official for the City of Alvin and will be afforded all protections of the applicable City Charter provisions and immunities provided by State Constitution and law.

ARTICLE III. COMPENSATION

3.1 As compensation for all required services, as outlined herein, the City agrees to pay the Presiding Municipal Court Judge \$3,750.00 monthly, which equates to an annual compensation of \$45,000.00. The Employee's base rate may be increased on October 1 of each year based on the amount or formula used to adjust the cost of living pay for other City employees, and this Agreement will be automatically amended to reflect any compensation adjustments that are provided by the City. No other compensation or benefits shall be paid to the Presiding Municipal Court Judge.

3.2 The Parties shall comply with all provisions of the Internal Revenue Code, as amended.

3.3 The City agrees to budget for and to pay for tuition, travel expenses, and subsistence expenses for mandatory judicial continuing education, and for membership in the following organizations: State Bar of Texas, the Texas Municipal Court Association, and other employment related memberships as approved by Council, subject to budget allowances.

3.4 The City shall provide the Presiding Municipal Court Judge with a computer, software, fax/modem required to perform the job and to maintain communication with the Municipal Court, City Attorney, and other city departments, including necessary technology to communicate and work outside of the office such as cell phone, electronic devices and the data and internet plans associated therewith.

ARTICLE IV. GENERAL PROVISIONS

4.1 This Agreement consists of this document, upon which the parties have affixed their signatures. This is the entire agreement between the parties, with respect to the subject matter hereof, and supersedes all other previous statements, communications, or agreements, whether oral or written. No modification, alteration, or waiver of any provision hereof shall be binding upon the parties unless evidenced in writing and signed by both parties.

4.2 The City or the Presiding Municipal Court Judge may terminate this Agreement in accordance with state law.

4.3 The validity of this Agreement and any of its terms or provisions, as well as the

rights and duties of the parties, shall be governed by the law of the State of Texas, and any venue for any action concerning this Agreement shall be in Brazoria County, Texas.

4.4 This Agreement shall be payable out of current revenues only and are subject to and limited by the City's annual budget. The City represents and warrants that it has appropriated current funds available to it to pay its obligations under this Agreement.

4.5 In the event one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the Contract shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained in it.

IN WITNESS WHEREOF, the City and the Presiding Municipal Court Judge have executed this Agreement effective as of the _____ day of February 2022.

CITY OF ALVIN, TEXAS

By: _____
Paul Horn, Mayor

ATTEST/SEAL:

By: _____
Dixie Roberts, City Secretary

PRESIDING MUNICIPAL JUDGE

By: _____
Mohamad ("Mo") Ghuneim,
Presiding Municipal Judge



AGENDA COMMENTARY

Meeting Date: 2/17/2022

Department: Municipal Court

Contact: Dixie Roberts, ACM/City Secretary

Agenda Item: Consider Resolution 22-R-05, appointing Mike Merkel to serve as an Associate Municipal Judge for the City of Alvin Municipal Court for a two (2) year term ending March 5, 2024; and authorize the Mayor to sign the Employment Agreement.

Type of Item: ☐ Ordinance ☒ Resolution ☐ Contract/Agreement ☐ Public Hearing ☐ Plat ☐ Discussion & Direction ☐ Other

Summary: Article VI Section 2 of the Code of Ordinance authorizes City Council to appoint Associate Judges as deemed appropriate and necessary by the presiding judge. Presiding Judge Mohamad Ghuneim consents to the reappointment of Mike Merkel as Associate Judge of the City of Alvin. Judge Mike Merkel began serving as an Associate Judge for the City of Alvin in 2013 – overseeing the City’s magistrations in the City jail on a volunteer basis. As an associate judge, Judge Merkel will receive direction from the Presiding Judge, Mohamad Ghuneim, for his duties which include, but are not limited to, arraigning prisoners in the City jail.

The terms and conditions of the proposed Employment Agreement are basically the same with the exception of a requested increase in pay from \$450 per month to \$600 per month that would commence March 2022. Staff recommends approval of Resolution 22-R-05 and the Employment Agreement.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☒ No ☐ N/A ☐

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 1/26/2022 SLH

Supporting documents attached:

- Resolution 22-R-05
- Employment Agreement between the City of Alvin and Mike Merkel

Recommendation: Move to approve Resolution 22-R-05, appointing Mike Merkel to serve as an Associate Municipal Judge for the City of Alvin Municipal Court for a two (2) year term ending March 5, 2024; and authorize the Mayor to sign the Employment Agreement.

Reviewed by Department Head, if applicable ☐
Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒
Reviewed by City Manager ☒

RESOLUTION 22-R-05

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, APPOINTING MIKE MERKEL AS AN ASSOCIATE JUDGE FOR THE ALVIN MUNICIPAL COURT FOR A TWO (2) YEAR TERM; APPROVING AN AGREEMENT WITH MIKE MERKEL AS ASSOCIATE JUDGE OF THE CITY OF ALVIN MUNICIPAL COURT; AUTHORIZING THE MAYOR TO SIGN THE EMPLOYMENT AGREEMENT; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, Article VI Section 2 of the Charter of the City of Alvin provides for the Council's authority to elect an Associate Judge of the Municipal Court; and

WHEREAS, the City Council authorizes the City of Alvin to enter into the Memorandum of Understanding with Mike Merkel for the Appointment of the Associate Municipal Judge of the City of Alvin Municipal Court; **NOW THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALVIN:

Section 1. That the City Council of the City of Alvin hereby approves of the appointment of Mike Merkel as an Associate Judge of the City of Alvin Municipal Court for a two (2) year term.

Section 2. That the Employment Agreement for the Appointment of Mike Merkel as the Associate Judge of the Alvin Municipal Court, attached hereto as Exhibit 1 and made a part hereof, is hereby approved, and the Mayor is hereby authorized to execute said Agreement on behalf of the City of Alvin.

Section 3. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED on this 17th day of February 2022.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

[illegible]

7. The Associate Judge shall perform all services in accordance with the Code of Judicial Conduct applicable to judges of courts in the State of Texas and agrees to conduct himself in a judicial demeanor at all times in representing the City.

8. The Associate Judge shall serve at the pleasure of the City Council. The City may terminate the services of the Associate Judge at any time, without cause with 60 days' notice. The Associate Judge may terminate this Agreement at any time, without cause with 60 days' notice.

9. The Parties to this Agreement hereby acknowledge that the Associate Judge can be removed for cause in accordance with State Law as provided for in such cases.

10. The City shall be obligated to pay its obligations hereunder from funds budgeted and appropriated for that purpose. Should the City not appropriate funds to pay its obligations hereunder for any budget year during the term of this Agreement other than the City's current budget year, this Agreement shall be deemed terminated at the end of the budget year preceding the budget year for which such appropriation is not made. Termination in accordance with this Section shall not constitute an act of default by the City.

11. The City agrees, with regard to the services provided herein, to indemnify and hold harmless the Associate Judge for any act, claim or liability for negligence or gross negligence acting on behalf of the City and shall maintain adequate insurance or liability coverage to effectuate this provision.

12. This Agreement consists of this document, upon which the parties have affixed their signatures. This Agreement is the entire agreement between the parties, with respect to the subject matter hereof, and supersedes all other previous statements, communications, or agreements, whether oral or written. No modification, alteration, or waiver of any provision hereof shall be binding upon the parties unless evidenced in writing and signed by both parties.

13. Both Associate Judge and City represent that they have full capacity and authority to grant all rights and assume all obligations they have granted and assumed under this Agreement.

14. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the law of the State of Texas and any venue for any action concerning this Agreement shall be in Brazoria County, Texas.

15. In the event one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the Agreement shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained in it.

This Agreement is entered into and executed on this 17th day of February 2022.

ASSOCIATE JUDGE

CITY OF ALVIN

By: _____
Mike Merkel

By: _____
Paul A. Horn, Mayor

ATTEST:

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 2/17/2022

Department: Parks and Recreation

Contact: Dan Kelinske, Director

Agenda Item: Consider a License Agreement for the Exclusive Use of City Property, independent of the expired donation agreement between the City of Alvin and the Alvin Sunrise Foundation for the Music Festival and Bar-B-Q Cookoff to be held at Briscoe Park from Friday, April 1, 2022, through Sunday April 3, 2022; and authorize the City Manager to sign upon legal review.

Type of Item: ☐Ordinance ☐Resolution ☒Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☐Other

Summary: In 2014, Alvin Sunrise Rotary and the City executed a Donation Agreement, which in addition to outlining multi-year donations from the Alvin Sunrise Rotary to the Parks Department for equipment and naming rights of the pavilion at Briscoe Park through 2034, the Donation Agreement established an exclusive usage right to Briscoe Park for the Alvin Music Festival and BBQ cook-off. The 2014 Donation Agreement expired December 31, 2021, and Alvin Sunrise Rotary is requesting to continue exclusive use of Briscoe Park for the Music Festival, independent of renewing the expired Donation Agreement.

At the April 6 and May 4, 2021, Parks Board meetings, the Parks Board recommended renegotiating a renewal of the Donation Agreement.

The License Agreement for Exclusive Use of City Property is used as an annual instrument to acknowledge dates of exclusive use of Briscoe Park and capture other City owned resources such as equipment and personnel requested by the Alvin Sunrise Rotary Club for the purpose of holding the fundraising event “Music Fest and Bar-B-Q Cook-Off.” This year, 2 exclusive park use is requested by Alvin Sunrise Rotary Club from March 28 – April 3, 2022, with the actual event scheduled for April 1 – 3, 2022 in Briscoe Park to include food, alcoholic beverages, music, and other entertainment.

Pursuant to the Licensing Agreement, Alvin Sunrise Rotary Club agrees to:

- Adhere to governmental regulations concerning the sale of food and alcohol and obtain appropriate permits
- Adhere to City’s noise ordinance and obtain appropriate sound/noise permit
- Fence the park area used exclusively for the event
- Ensure the deployment of police for security and pay the cost of City of Alvin police officers to perform security and/or traffic control
- Maintain the property in clean condition
- Abide by all terms of the Community Wide Event Application, including insurance requirements
- Maintain Comprehensive General Liability insurance naming the City of Alvin as an additional insured

Pursuant to the Licensing Agreement, the City agrees to:

- Contribute \$20,000 of Hotel Occupancy Tax funds thru the H.O.T. fund grant program (\$10,000 distribution payment made January 20, 2022)
- Authorize Alvin Sunrise Rotary to sell alcoholic beverages on City property
- Waive tent fees for individual participating cookers/cook teams
- Waive Park user fees as outlined in the Community Wide Event Application
- Provide up to 15 hours of the Alvin Fire Marshal or Assistant Fire Marshal's time for inspection of cookers and other Fire Safety and Prevention services required by the City
- Provide barricades and cones for street closure
- Provide EMS personnel and ambulance
- Provide Mobile Command Truck
- Provide portable restroom
- Provide up to 20 picnic tables and 30 trash barrels with liners
- Provide electricity and water, where already furnished

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☒

Funding Account: 121-1006-14-3228 **Amount:** \$20,000 **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 2/14/2022 SLH

Supporting documents attached:

- License Agreement for Exclusive Use of City Property – 2022
- 2014 Donation Agreement – Alvin Sunrise Rotary
- 2022 Alvin Sunrise Rotary Music Festival map – DRAFT
- ACVB HOT Tax Application 2022
- ACVB HOT Tax Award 2022
- Alvin Music Fest Cook Off – Approved Purchase Order 2022

Recommendation: Move to approve a License Agreement for the Exclusive Use of City Property, independent of the expired donation agreement between the City of Alvin and the Alvin Sunrise Foundation for the Music Festival and Bar-B-Q Cookoff to be held at Briscoe Park from Friday, April 1, 2022, through Sunday April 3, 2022; and authorize the City Manager to sign upon legal review.

Reviewed by Department Head, if applicable ☒
Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒
Reviewed by City Manager ☒

**LICENSE AGREEMENT
FOR EXCLUSIVE USE OF CITY PROPERTY**

THIS LICENSE AGREEMENT (“Agreement”) is entered into on this _____ day of _____, 2024 ~~22~~, by and between the City of Alvin, a municipal corporation (“the City”), and Alvin Sunrise Rotary Foundation, a Domestic Non-Profit Corporation (“Licensee”).

RECITALS:

- A. The Licensee hereby requests use of a city park for a fundraising event for the Alvin Sunrise Rotary Foundation and agrees to abide by all rules and procedures as set forth by the City.
- B. Licensee has requested the City to issue Licensee a license for the purpose of holding the Alvin Music Festival and Cook-Off in the city park known as Briscoe Park, located at 3625 Briscoe Drive, Alvin, Texas, for the purpose of providing music and other entertainment. Licensee will have exclusive use of the city park, charge admission to the public to enter the city park property, and sell beer, food, and other items.
- C. The City and Licensee entered into a donation agreement signed by Mayor Paul Horn with authorization from the City Council on December 18, 2015~~4~~, which granted the Licensee naming rights to the pavilion located at Briscoe Park ~~ending January 1, 2034, and exclusive use of the park for one (1) week per year for seven (7) years, up to and including the year 2021.~~

NOW, THEREFORE, and subject to the terms and conditions below, the City hereby grants to Licensee the exclusive use of the city park described and defined below and, in consideration of the license granted to Licensee herein, Licensee agrees to the following:

1. Licensed Property. The licensed property consists of that city park property highlighted on the map attached as Exhibit A, (the “Licensed Property”), known as Briscoe Park, located at 3625 Briscoe Drive, Alvin, Texas. The Licensee accepts the property “as is” and the City makes no warranty or guarantee as to the suitability of said property for the purpose of a fundraising event involving the sale of beer and food and providing music and other entertainment.

2. Purposes. Licensee may use the Licensed Property for the purposes stated herein and for no other purpose or use without the express written consent of the City.

3. Term of License. This License shall begin Monday, ~~September 6, 2021~~ **March 28, 2022**, at 6:00 a.m. and continue through Sunday, ~~September 12, 2021~~ **April 3, 2022**, at 9:00 p.m. (a period of approximately seven (7) consecutive days), unless revoked earlier by the City at its sole discretion.

4. Operation Requirements.

Licensee agrees to the following:

- a. Licensee shall adhere to all local, state and federal regulations concerning the sale and distribution of food and alcohol, including obtaining a food/beverage sales permit and alcoholic beverage distribution requirements and permit.
- b. Licensee shall obtain a sound and noise permit. The approval of said permit shall exempt the Licensee from the current maximum permissible sound levels outlined in Section 15-9.2 of the City of Alvin's Code of Ordinances. This exemption is clearly stated in Section 15-9.4 of the Code of Ordinances.
- c. Licensee shall fence the entire Licensed Property area to be used for Licensee's exclusive use.
- d. Licensee qualified as a "Recognized Group" in the Community Wide Event Application and shall provide security personnel for the entire time Licensee sells or distributes alcoholic beverages on Friday, ~~September 10, 2021~~ **April 1, 2022**, beginning at 4:00 p.m. through 12:00 a.m., Saturday, ~~September 11, 2021~~ **April 2, 2022**, beginning at 10:00 a.m. through 12:00 a.m., and again Sunday, ~~September 12, 2021~~ **April 3, 2022** beginning at 12:00 p.m. through 7:00 p.m. and in accordance with all local, state and federal regulations concerning the sale and distribution of alcoholic beverages.
- e. Licensee shall provide security personnel to perform any traffic control related to the event.
- f. Licensee acknowledges the required security personnel is defined in the "Recognized Group" document to consist of a ratio of one (1) currently certified Texas peace officer to every fifty (50) patrons in the alcohol area, with City of Alvin police personnel given first consideration for paid positions. Licensee further acknowledges the Alvin Chief of Police reserves the right to establish, change or modify the amount and type of peace officers needed.
- g. Licensee shall pay the required City of Alvin police security and traffic control at Licensee's expense.
- h. Licensee and its agents shall maintain the property in a reasonably clean condition, and, at the termination of the license, shall remove all equipment, refuse and any other materials brought onto the property by the Licensee and/or its guests.
- i. Licensee shall abide by all the terms of the Community Wide Event Application, Ordinances and/or Fees that are not excepted in this Agreement.

City agrees to the following:

- a. Authorize Licensee (TABC permit holder) to sell alcoholic beverages on the Licensed Property during the term of the License in accordance with local, state and federal regulations concerning the sale and distribution of alcohol.
- b. Provide necessary barricades and cones for street closures at no cost to Licensee.
- c. ~~Provide Alvin Police Department forklift portable freezer/refrigerator for event purposes at no cost to Licensee.~~
- d. Provide onsite EMS personnel and ambulance at no cost to Licensee.
- e. Provide onsite Alvin Office of Emergency Management Mobile Command Truck at no cost to Licensee.
- f. Provide use of the portable restroom, up to 20 picnic tables and 30 trash barrels with liners at no cost to Licensee.
- g. Provide electricity and water, where already furnished, which includes electrical outlets, security lights, athletic field lighting as well as interior and exterior lighting on the concession stand and press box buildings at no cost to Licensee.
- h. Contribute Twenty Thousand and No/100 Dollars (\$20,000) from the Hotel Occupancy Tax Fund to be used in accordance with the Hotel Occupancy Tax Funding Application submitted by the Alvin Sunrise Rotary Foundation on **July 12, 2021** and approved by the Hotel Occupancy Tax **(H.O.T.) grant review committee on August 10, 2021.**
- i. Provide up to 15 hours of the Alvin Fire Marshal or Assistant Fire Marshal's time for inspection of cookers and other Fire Safety and prevention services required by the City at no cost to Licensee.
- j. Waive tent permit fee for each participating cooker/cook team required by Section 28-2, Code of Ordinances.

5. Qualifications of Licensee. Licensee shall be qualified to perform all activities described in the Recitals and shall perform all activities in compliance with applicable laws and regulations.

6. Indemnification and Insurance. Licensee shall defend, indemnify and hold harmless the City, its officers, agents, employees, successors and assigns from any and all claims, losses, costs, damages, expenses and liabilities, including reasonable attorneys' fees, for or from loss of life or damage or injury to any person or property of any person or entity, including, without limitation, the agents, officers, employees, invitees and licensees of the City, arising out of, connected with or incidental to, either directly or indirectly, Licensee's negligent use of, construction on, or

maintenance of the Licensed Property during the term of this License by Licensee, its employees, agents, contractors and subcontractors, licensees or invitees or the exercise by Licensee of any of its rights or the performance by Licensee of any of its obligations. Licensee shall not interfere with or damage existing utility facilities or City infrastructure, on, off, under, or near the Licensed Property, and shall indemnify and reimburse the City for any damages, costs, expenses or liabilities resulting from Licensee's damage or interference therewith. The indemnity obligation contained in this Section shall survive the expiration or earlier termination of this License. In no event, however, shall the foregoing agreement to defend, indemnify and hold harmless the City be deemed to extend to any liability for any environmental condition of the Licensed Property.

Licensee shall, at its own expense, defend the City in all litigation, pay all reasonable attorneys' fees, reasonable damages, court costs and other reasonable expenses arising out of such litigation or claims incurred in connection therewith; and shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents or employees, arising out of such litigation.

Licensee shall not cause or permit any mechanic's or similar liens to be filed against City's property arising from any work done by Licensee, and Licensee hereby agrees to and shall indemnify and defend and hold harmless City with respect to any such lien or claim (including any attorneys' fees incurred by City in connection with any such lien or claim). If any mechanic's lien or other lien shall be created or filed against City's property by reason of labor performed by or materials furnished to Licensee, then Licensee shall, within ten (10) days thereafter, at Licensee's sole cost and expense, cause such lien or liens, together with any notices of intention to file mechanic's liens that may have been filed with respect thereto, to be satisfied or discharged of record.

Licensee shall take out and maintain at its own expense during the term of this License, Comprehensive General Liability insurance, wherein the City is named as an additional insured, as shall protect itself, the City, and any entity performing work covered by this License from claims for damage for personal injury, disease, illness or death, including accidental death, as well as from claims for property damages which may arise from operations under this License, whether such operations be by itself or by any entity or by anyone directly or indirectly employed by either of them. The Comprehensive General Liability insurance policy shall have limits of liability of not less than One Million Dollars (\$1,000,000.00) applicable to the liability assumed by Licensee under this Section 5. Licensee shall provide the City Manager for the city of Alvin, Texas, with a copy of its Certificate of Insurance at the time of execution of this License.

All insurance required hereunder shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Texas, and shall contain a provision whereby the insurer agrees not to cancel the insurance without ten (10) days prior written notice to the City Manager, 216 W. Sealy, Alvin, Texas 77511.

7. Events of Default. Each of the following, without limitation, shall constitute an event of default by Licensee:

- a. Licensee fails to keep, perform and observe any promise or agreement contained in this License; or

b. Any lien is filed against the Licensed Premises because of any act or omission of Licensee.

7.1. Upon the occurrence of any of items (a) through (b) of Section 7, the City may, at its option, exercise any one or more of the following rights and remedies:

- a. deny access to the Licensed Property; or
- b. terminate this License Agreement; or
- c. exercise any and all additional rights and remedies that the City may have at law or in equity.

7.2. No waiver by the City at any time of any of the terms or conditions of this License Agreement shall be deemed or taken as a waiver at any time thereafter of the same or any other terms or condition herein or of the strict and prompt performance thereof.

No delay, failure or omission of the City to take or to exercise any right, power, privilege or option arising from any default, or subsequent acceptance of any fee then or thereafter accrued shall impair or be construed to impair any such right, power, privilege or option to waive any such default or relinquish thereof, or acquiescence therein and no notice by the City shall be required to restore or revive any option, right, power, remedy or privilege after waiver by the City of default in one or more instances.

No waiver shall be valid against the City unless reduced to writing and signed by an officer of the City duly empowered to execute same.

7.3. Except as otherwise provided herein, neither the City nor Licensee shall be deemed to be in default or breach of this License Agreement by reason of failure to perform any one or more of its obligations hereunder if, while and to the extent that such failure is due to acts of God, acts of government authority, or any other circumstances for which it is not responsible and which are not within its control; provided that Licensee's obligation to pay fees, additional fees, charges or other money payments required by this License Agreement which have been incurred prior to the force majeure event or following its cessation shall continue.

8. Compliance with Laws. Licensee shall comply with local, state, and federal laws, regulations, ordinances and orders governing the Licensed Property and the activities authorized hereunder, and shall obtain all necessary permits from the City prior to commencement of the activities authorized hereunder.

9. Safety Measures. Licensee shall fence, barricade or take such other measures as are necessary or appropriate to protect the general public from any danger posed by Licensee's activities or Licensee's property under this License. Licensee shall also take measures to protect existing City infrastructure on the property, including but not limited to sidewalks, water and sewer lines, water meters and other utilities.

10. Taxes and Other Charges. Licensee agrees to timely pay all taxes, if applicable, and any other charges or expenses attributable to Licensee's activities.

11. Surrender of Premises and Title to Improvements. Licensee shall release to the City possession of the Licensed Property on the time prescribed of this License, whether such cessation be by revocation, termination, expiration or otherwise, promptly and in good condition.

Prior to such surrender of the Licensed Property, Licensee shall restore and repair any and all damage to the Licensed Property caused by, related to or resulting from Licensee's operations thereon, normal wear and tear excepted.

12. Entire Agreement. This License constitutes the entire agreement between the parties as of the date hereof. Any provisions of prior licenses, agreements or documents which conflict in any manner with the provisions of this License are hereby specifically declared void and of no effect. Except as otherwise specifically provided, any change in the terms of this Agreement shall be made by an amendment in writing and signed by both parties.

13. City's Right of Entry. The City of Alvin, its officers and employees, shall be entitled to enter the Licensed Property at any time for all reasonable purposes, including, without limitation, inspection of the Licensee's activities hereunder.

14. Right to Assign or Sublet. This License may not be assigned to any person or group, nor sublet in any part for any purpose without written consent from the City.

16. Notices. Notices shall be in writing and directed to the parties at the addresses below. Delivery shall be by hand delivery, facsimile, messenger, overnight courier, or via first class U.S. mail.

To the City of Alvin:

City Manager
216 W. Sealy
Alvin, ~~Texas~~ 77511

To the Licensee:

Name: Alvin Sunrise Rotary Foundation
Address: P.O. Box 42
Alvin, Texas 77512

Contact Person:
Phone:

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed as of the date first set forth above.

CITY OF ALVIN

By: _____
Junru Roland, City Manager

Date: _____

The undersigned hereby agrees and consents to the terms and conditions of this License, and further states that she/he has authority to sign on behalf of the Licensee.

Signature: _____

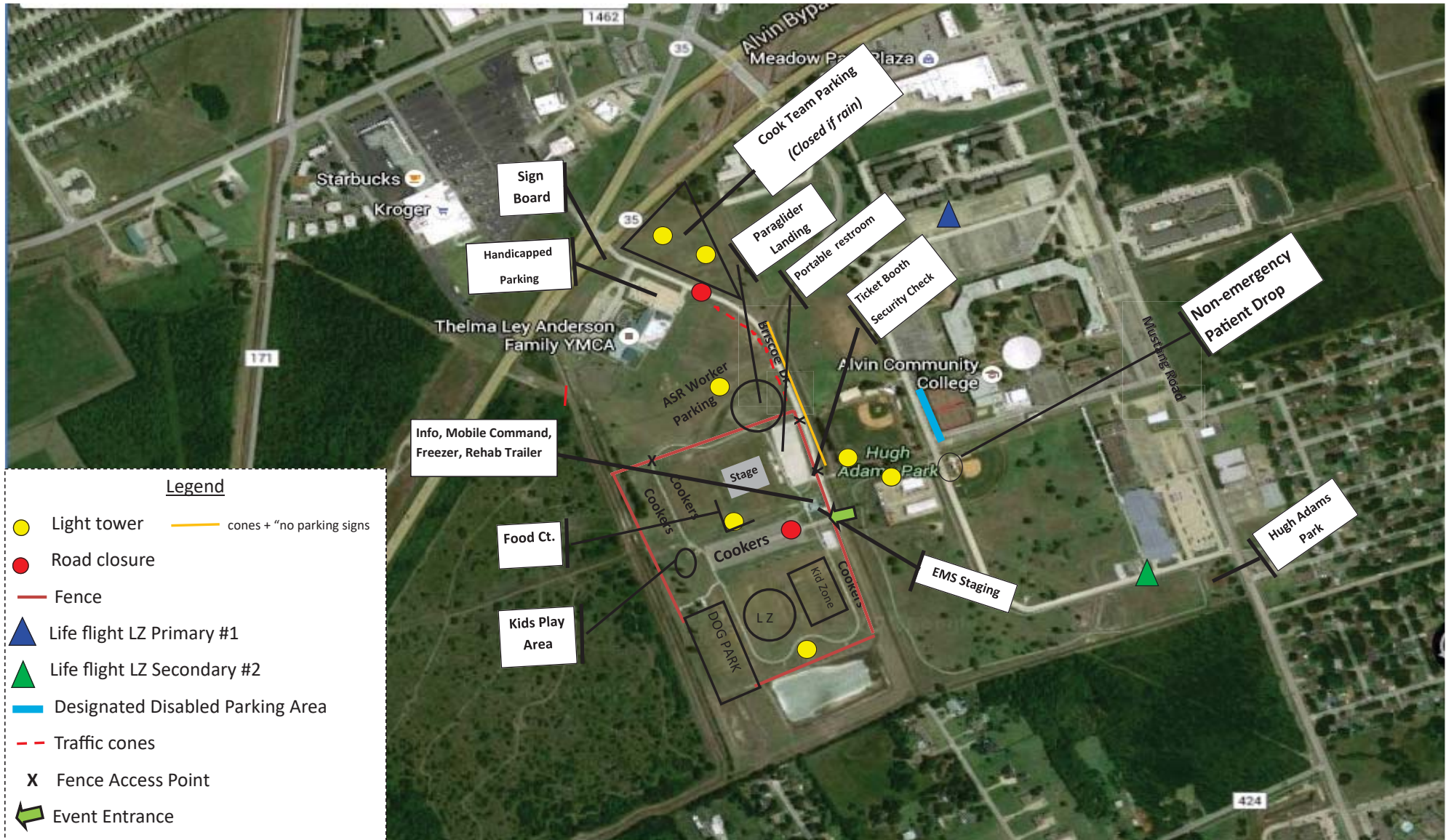
Title: _____, Alvin Sunrise Rotary Foundation

Print Name: _____

Date: _____

Attachment: Exhibit A [map]

2022 Alvin Sunrise Rotary Music Festival (April 1, 2, 3) - DRAFT



**DONATION AGREEMENT
BETWEEN
ALVIN SUNRISE ROTARY CLUB AND
CITY OF ALVIN, TEXAS**

This Donation Agreement (the "Agreement") is made this 18 day of Dec. 2015 ("Effective Date") by and among the Alvin Sunrise Rotary Club (hereinafter referred to as the "Donor"), and the City of Alvin (hereinafter referred to as the "City").

Donor and the City agree as follows:

1. Donor Commitment. Donor pledges a total donation value of Fifty-One Thousand Dollars (\$51,000) to the City over nine years for the benefit of the City Parks.

The City acknowledges and recognizes that Donor previously donated a total of \$10,000 for the benefit of City Parks for rehabilitation of twelve (12) picnic tables in 2013 and eighteen (18) picnic tables in 2014.

Donor hereby pledges that in Year 1 (2015), Donor will make cash donations totaling Eleven Thousand Dollars (\$11,000) for the purchase and installation of wobble spheres (\$3,500) and the purchase of a field sander (\$6,500), and an additional \$1,000 donation for general Park use. It is also understood and agreed that in Years 2-7 (2016-2021), Donor will submit additional donation funds and/or equipment in the amount of Five Thousand Dollars (\$5,000) per year totaling Thirty Thousand Dollars (\$30,000).

2. Payment Schedule. It is understood and agreed that Donor shall submit the Year 1 donation(s) totaling Eleven Thousand Dollars (\$11,000) in full on or before August 1, 2015.

It is further understood and agreed that Donor shall submit Years 2-7 annual \$5,000 donations on or before January 31st, beginning 2016, and continuing each year for five (5) additional years with a final payment to be made on or before January 31, 2021.*

*The City may invest the donated funds as it shall best determine, pending distribution of same, for the use and purpose by the City of Alvin Parks Department.

3. Naming Rights/Approvals: For the donations listed above, and upon mutual acceptance to Donor and the City and approval by Resolution by the City Council, the pavilion located at Briscoe Park shall be named "Alvin Sunrise Rotary Pavilion". Any and all signage designed for the Briscoe Park Pavilion shall be paid by and at the sole cost of Donor. Additionally, all signage design and location shall be approved by the City of Alvin Parks Director prior to installation.

It is further agreed that in Year 1 (2015) and during Years 2-7 (2016-2021), Donor will have exclusive usage rights for one (1) week during the year to the entire property of Briscoe Park

(designated by the current approximate 42 acres) for the Alvin Music Festival and BBQ cook-off. The date of exclusive usage by Donor shall be approved by the City of Alvin Parks Director and shall not interfere with any City parks' use obligations. Such exclusive use is subject to and contingent upon Donor's timely submission of the annual donations to the City.

This Agreement pertaining to the naming rights of the pavilion as "Alvin Sunshine Rotary Pavilion" shall remain in effect for a period of twenty (20) years, ending January 1, 2034, and is subject to and contingent upon Rotary's submission of full and final donation payments by January 31, 2021. After January 1, 2034, Donor and the City may agree to additional terms for any future naming rights as to be determined by Donor and City Council.

4. Intent. It is the agreement of the parties and the intention and wish of Donor that this donation and any unpaid promised installment under this Agreement shall constitute Donor's binding obligation and shall be enforceable at law and equity including, without limitation, against Donor and Donor's personal representatives, and their successors and assigns. Donor acknowledges that the City is relying, and shall continue to rely, on Donor's gift being fully satisfied as set forth herein.

5. Additional Donations. Donor reserves the right to increase additional gifts and hereby consents to additional contributions to the City subject to the provisions of this Agreement.

6. Future Changed Circumstances. If, in the opinion of the City of Alvin, Texas, all or part of this donation cannot at some time in the future be usefully or practically applied to the above purposes, or if the purpose cannot be achieved because of a future change in law or unforeseeable circumstances, it may be used for any related purpose which in the opinion of the City of Alvin will most nearly accomplish Donor's wishes.

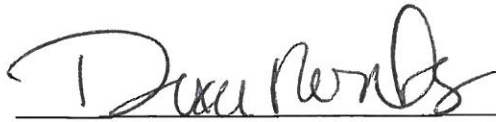
14. Amendment. By mutual consent of the City and Donor, Donor's legally or duly appointed agent or attorney-in-fact, or the personal representative of Donor, any provision of this Agreement may be amended, modified, or deleted. Any such changes, deletions or additions shall be recorded in written signed addenda, which shall form part of this Agreement.

15. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the State of Texas. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement.

In witness whereof, the parties to this Agreement have affixed their signatures:

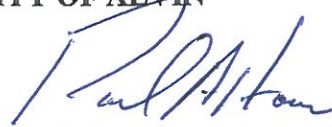
EXECUTED to be effective as of the Effective Date as stated above.

ATTEST:



Dixie Roberts, City Secretary

CITY OF ALVIN



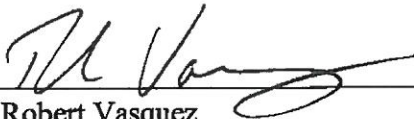
Paul A. Horn, Mayor

ALVIN SUNRISE ROTARY CLUB



Michael Hoover

Title: President



Robert Vasquez

Title: Past President

RESOLUTION NO. 14-R-37

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS APPROVING A DONATION AGREEMENT WITH THE ALVIN SUNRISE ROTARY; WHEREIN THE ALVIN SUNRISE ROTARY WILL DONATE A TOTAL VALUE OF APPROXIMATELY \$51,000 TO THE CITY PARKS DEPARTMENT AND COUNCIL AUTHORIZES EXCLUSIVE USAGE RIGHTS TO BRISCOE PARK BY ALVIN SUNRISE ROTARY FOR ONE WEEK EACH YEAR FOR 7 YEARS FOR THE ALVIN MUSIC FESTIVAL & BBQ COOK-OFF AND COUNCIL FURTHER AUTHORIZES NAMING THE PAVILION LOCATED AT BRISCOE PARK AS THE "ALVIN SUNRISE ROTARY PAVILION" FOR 20 YEARS.

WHEREAS, Alvin prides itself on community involvement with local organizations, and has such a relationship with the Alvin Sunrise Rotary Club; and

WHEREAS, the Alvin Sunrise Rotary Club ("Rotary") contacted the City of Alvin and is requesting the City consider a Donation Agreement that provides for a total contribution of \$51,000 of equipment and/or cash donations over the course of seven (7) years for improvements to City parks in exchange for naming rights to the pavilion at Briscoe Park and exclusive usage of Briscoe Park for certain Rotary events as described more fully in the Donation Agreement attached hereto as Exhibit "A".

WHEREAS, the donations to purchase equipment and/or cash donations will help the City provide additional seating areas and equipment for use by the Parks Department in City parks improving the quality and enjoyment of City parks; and

WHEREAS, the Mayor and City Council, on behalf of the City of Alvin, desire to approve the Donation Agreement and accept the donations and express their sincere appreciation to the Alvin Sunrise Rotary Club for their generous contribution and commitment to improve the Parks of the City of Alvin, **NOW THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:

Section 1. That the City Council hereby adopts the recitals and findings set forth in the preamble hereof.

Section 2. That the City Council approves the Donation Agreement attached hereto as Exhibit "A", and authorizes the Mayor to sign the Agreement.

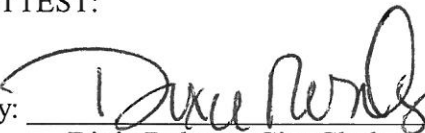
Section 3. That the City Council, on behalf of the citizens of the City of Alvin, hereby expresses its appreciation to the Alvin Sunrise Rotary Club, and accepts the generous donations that will total approximately \$51,000 at the end of seven (7) years, to provide much needed money and equipment to furnish the new City of Alvin Parks facilities.

Section 4. That the City Council directs staff to deposit any donated funds received from the Alvin Sunrise Rotary Club into the donation fund for use in accordance with this resolution and consistent with the spirit of the donation.

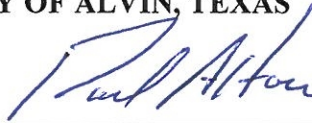
Section 5. Open Meeting Act. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meeting Act, *Chapt. 551, Tex. Gov't Code*.

PASSED AND APPROVED on this the 18 day of December, 2014.

ATTEST:

By: 
Dixie Roberts, City Clerk

CITY OF ALVIN, TEXAS

By: 
Paul A. Horn, Mayor

Visit ALVIN

TEXAS

HOT GRANT REVIEW PROCESS

NAME OF EVENT: Alvin Rotary

Do you feel this event will create hotel rooms?

(YES)/NO)_ Why? _____

Do you feel this event reach individuals outside of the community? (YES)/NO)

Have you ever heard of this event before? (YES)/NO)

Has this event created hotel rooms in your hotel before? (YES)/NO/NA)

Do you feel marketing has been done to reach a wider audience with this event? (YES)/NO)

Do you feel they provided enough information on their form? (YES)/NO)

How do you see this event creating hotel night stays? Do you see it not creating hotel stays?

Yes

What do you feel they are missing?

What suggestions would you have for this event?

I feel like attendance will be down due to Covid & other big music events have already cancelled a thing that

What amount of money would you put towards this event?

20,000

Signature: _____

Date: _____

8-10-21



Alvin Hotel Occupancy Tax Grant Program Grant Application & Guidelines

The City of Alvin Convention & Visitors Bureau manages a grant program to provide funding from the hotel and motel tax for projects that support the hotel/motel and tourism industry in Alvin.

Terms

Applications are being accepted beginning June 15, 2020 and ending July 31, 2020. Applications will be reviewed in August and be awarded in September. (Applications will not be accepted after July 31, 2020.)

Generally, funding will be provided on a reimbursement basis after delivery of the *Post-Event Report*. However, up to 50% of awarded funds may be granted prior to the event/project with proof that such payment is required, i.e. deposits, down payments, etc.

The standard annual appropriation from the HOT Funds for grants will be \$50,000 (based on available funds and state law).

A **Past Recipient** must have submitted a Post Event Report on or before the 2020 application review process to be eligible for the following year grant program.

The Post-Event Report and proofs of payment must be submitted no later than sixty (60) days following the event. Any funds not spent will need to be refunded to the City of Alvin Convention and Visitors Bureau.

A **Start-up** project/event will receive three (3) years flexibility during application review on hotel/motel and tourism industry impact; a Post Event Report is still required no later than 60 days following an event. The fourth year will be considered on the same merit as all other applications.

Eligibility

HOT Grants are open to any local organization located in the city limits of Alvin. In order to be eligible, projects must meet ALL of the following criteria:

- Organization must be located within the city limits of Alvin
- Funds must be used for project/event development and public awareness
- Recipients must show the impact they have on hotel/motel and tourism industry

Evaluation Criteria for Past Recipients

Applications will be reviewed on a competitive basis and evaluated based on the following criteria:

- Applicants must complete the application form
- The project/event must have innovated features and focus on development
- The project/event should provide public awareness
- 50% minimum matching funding required
- Applicant's ability to provide proof of impact to the hotel/motel and tourism industry
- Applicant's compliance with past application and procedures

If you have any questions, contact Priya Bhakta – pbhakta@cityofalvin.com | 281.388.4212
Priya Bhakta, CVB Director
Alvin Convention & Visitors Bureau, 216 West Sealy St., Alvin, TX 77511



Hotel Occupancy Tax Grant Application

Organization Information

Name of Organization: Alvin Sunrise Rotary Foundation

Mailing Address: PO Box 42

City, State, Zip: Alvin, TX 77511

Contact Name: Wendy Del Bello Contact Number: 832-794-9811

Email: wdelbello@alvincollege.edu Website: www.alvinmusicfestival.com

Non-Profit or For-Profit Status: 501c (3) Tax ID #: 47-3226627

Entity's Creation Date: June 2011

Organization Mission Statement:

Alvin Sunrise Rotary Foundation is a non-profit organization which raises funds through our annual Alvin Music Festival and Cook-off to give back to the community through community projects, donations and grants while promoting the Rotary Motto: Service Above Self

Event Information

Event/Project Name: Alvin Music Festival and Cook-off

Date(s) of Event/Project: April 1-3, 2022

Primary Location: Briscoe Park, 3625 Briscoe Drive, Alvin, TX 77511

Amount Requested: \$ 30,000

Provide detail on the usage of the funds:

These funds will be used for the promotion of the arts. The funds will pay for a portion of the Saturday night headliner.



Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category

- ☐ **Advertising, Solicitations, Promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity.** Amount requested under this category: \$ _____
- ☒ **Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms : \$ 30,000
- ☐ **Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.** Amount requested under this category: \$ _____
- ☐ **Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.** Amount requested under this category: \$ _____

How many individuals are expected to participate in the sporting related event?

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

Questions for All Funding Request Categories:

1. How many years have you held this Event/Project: 2022 will be our 11th year
2. Expected Attendance: 10,000



3. Approximately how many people attending will stay at a Alvin hotel? 2020's event was cancelled, March 2021 event was moved to September 2021 (report will be filed 60 days following). However, 2019 we estimate that 288 room nights were used
 - Number of room nights will they stay: 1-3 per person

4. Do you reserve room blocks for this event at the local hotels, if so, for how many rooms and which hotels:

We do room blocks at area hotels for our bands, judges, and Rotary VIP's. This is usually a guaranteed hold of 30 rooms. Typically, you don't do a room block for a city wide festival. We will, however, ask for a special festival rate to advertise to our attendees. Our event utilizes everything available. In 2018 and 2019 we sold out at least two of the major hotels.

5. List other years (over the last two years) that you have hosted your Event/Project with amount of assistance given from HOT and the number of hotel rooms used.

Month/Year Held Used	Assistance Amount	Number of Hotel Rooms
<u>2021 pending</u>	<u>\$10,000</u>	<u>pending</u>
<u>2020 cancelled</u>	<u>\$18,000</u>	<u>cancelled</u>
<u>2019</u>	<u>\$18,000</u>	<u>288</u>
<u>2018</u>	<u>\$30,000</u>	<u>289</u>

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)?

We will survey attendees, communicate with hoteliers and provide room blockage usage.

7. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

Yes, typically \$15-\$20. We hope to achieve a net profit from the event. Even with the cancellation of 2020 we still supported the community in the form of scholarships to AISD and ACC students, many local community and non-profit organizations, Food Pantry assistance, youth sports, parks department and many others. Typically a portion of our profit will be set aside to pay for next years event and the start-up costs associated with the next year. Due to the cancellation of 2021 event, we will have to use our savings fund for start-up of the rescheduled date of September 2021
Each year our costs increase, but we do try to keep our event affordable to our attendees

8. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet.

Newspaper \$10,500, Radio \$3,000, Social Media \$500, Signage \$1000

Press Releases to Media 10+ # of Direct Mailings to out-of-town recipients _____



9. Will you include a link to the CVB or other source on your promotional handouts and in your website for booking hotel nights during this event? Yes
10. Will you negotiate a special rate or hotel/event package to attract overnight stays?
Yes
11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?
In 2020 we completely redesigned the website. This year we will continue to utilize promotional videos prior to our event and include information on local hotels, restaurants and the CVB
13. What geographic areas does your advertising and promotion reach: Brazoria, Harris, Galveston, Ft. Bend Counties as well as statewide through social media.
14. How many individuals will your proposed marketing reach who are located in another city or county? 200,000
15. If the funding requested is related to permanent facility (e.g. museum, visitor center): Expected Attendance Monthly/Quarterly/Annually: _____
- Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Certification:

I declare that the information provided on this grant application is true and correct to the best of my knowledge and I understand that if my event or project is selected, grant funding will be contingent upon execution of and compliance with the Alvin Grant Application Guidelines. Furthermore, I have reviewed the terms and conditions in this application form and believe this project meets all eligibility and will meet all performance requirements.

Wendy Del Bello

Print Name

ASRF Treasurer

Title/Position

Wendy Del Bello

Signature

July 12, 2021

Date

*Please submit your application no later than **July 85, 2021***

Athlyn Allen

Email: aallen@cityofalvin.com



City of Alvin Convention & Visitor's Bureau
216 W. Sealy
Alvin, TX 77511

August 2021

Dear Alvin Sunrise Rotary Club,

Following the Hotel Occupancy Tax (HOT) Grant review committee's determination on Tuesday, August 10, 2021, we are pleased to inform you that your organization has been awarded HOT grant funding by two hoteliers in the area. Funds provided by the HOT grant are used to help fund any expenditure or event that directly promotes tourism and generates stays in hotel rooms within the City of Alvin as mentioned in the guidelines. The review committee felt your event follows the guidelines and has rewarded the Alvin Sunrise Rotary Club's event, the Alvin Music Festival, \$20,000 in HOT grant funding.

This funding must be used to hire bands for the event as well as the marketing of the event. Alvin Sunrise Rotary Club will be rewarded \$10,000 before the event and then the remaining \$10,000 after the event. The 2nd half of the HOT grant funding will not be released from the City until Alvin Sunrise Rotary Club turns in their post event packet. Once the post-event packet has been approved, the Alvin Sunrise Rotary Club will receive a check for the 2nd half of the grant.

I appreciate the time it takes to develop a community event and prepare an application for funding. Congratulations, your dedication to our community is being honored by this grant award. Thank you for your interest in and commitment to providing citizens of Alvin and visitors this exciting event.

Sincerely,

A handwritten signature in black ink that reads "Athlyn Allen".

Athlyn Allen, Convention & Visitors Bureau Coordinator

City of Alvin



CITY OF ALVIN
216 West Sealy
Alvin, Texas 77511
(281) 388-4200

PURCHASE ORDER

PO Number: 2022000404

Date: 01/03/2022

Requisition #: 2022000404

Vendor #: 005049

ISSUED TO: Alvin Sunrise Rotary Club
P.O. Box 42
Alvin, TX 77512

SHIP TO: Alvin City Hall
216 W. Sealy
Alvin, TX 77511

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 Alvin Sunrise Rotary Club first check is 10,000, second check for 10,000 will be sent after the completion of the post event form.	121-1006-14-3228		0.00	20,000.00

Approved for work authorization by Department Head

SUBTOTAL:	20,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	20,000.00

1. Original invoice must be sent to: City of Alvin/Accounts Payable, 216 W. Sealy, Alvin Tx 77511
2. Payment will be made net 30 days upon receipt of goods, unless otherwise stated.
3. PO numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
4. All goods are to be shipped F.O.B. destination unless otherwise stated.
5. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof.
6. Substitutions are not permitted without prior approval of the requesting department. Materials not approved will be returned at no cost to the City.
7. Vendor bears the risk of loss or damages until properly received and/or installed.
8. The City is exempt from all federal excise and state taxes- **ID# 74-6000033**



AGENDA COMMENTARY

Meeting Date: 2/17/2022

Department: Parks and Recreation

Contact: Dan Kelinske, Director

Agenda Item: Presentation of recommended changes to Chapter 16 ½ Parks and Recreation section of the City of Alvin Code of Ordinances.

Type of Item: ☐Ordinance ☐Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☒Other

Summary: As part a comprehensive review of the City of Alvin Code of Ordinances, Parks and Recreation staff reviewed Chapter 16 ½ Parks and Recreation section of the Code of Ordinances. The recommended changes relate to the daily operation and procedure of the Parks and Recreation Department. This item is for review and discussion purposes only, no action will be taken. If City Council concurs with the proposed changes, an ordinance will be brought back for consideration at a later date.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☐ **Date Completed:** _____

Supporting documents attached:

- Parks and Recreation Presentation
- Chapter 16 ½ Redline

Recommendation: No action.

Reviewed by Department Head, if applicable ☐
Reviewed by City Attorney, if applicable ☐

Reviewed by Chief Financial Officer, if applicable ☐
Reviewed by City Manager ☒

PARKS & RECREATION

CHAPTER 16 ½ – Parks & Recreation

- Increase Parks and Recreation Board to include from “7 to 9 members” to mirror current Charter (Chapter 16 ½, Sec 1) (2009)
- Allow Parks Director the authority to place the written Park Rules in parks (Chapter 16 ½, Sec 12) (2009)
- Change “Concessions” to “Concessions, Sales, or other charging Fees in Parks” (Chapter 16 ½, Sec 23) (2009)
- Grant Parks Director additional authority to deny permits to include non-compliance with any approval conditions (Chapter 16 ½, Sec 25) (2009)

Chapter 16½ PARKS AND RECREATION¹

ARTICLE I. IN GENERAL

Sec. 16½-1. Parks and recreation board created; composition; qualifications, compensation of members.

There is hereby created a parks and recreation board for the city, which shall be composed of seven (7) ~~to~~ nine (9) persons who are resident, qualified voters of the city and who have resided within the city for a period of not less than six (6) months immediately preceding their appointment. ~~Members of the parks and recreation board shall be such persons who are known to be interested in leisure time of the people of the city.~~ The city manager shall be an ex officio member of the board. The members of the parks and recreation board shall serve without compensation.

(Ord. No. 09-I, § 2, 3-19-09)

Commented [DR1]: # was changed in the Charter from 7-9 members. Should be amended for consistency of document.

Commented [DR2]: This language was removed from the Charter in 2021. Should be removed for consistency.

Sec. 16½-2. Appointment, term of members.

The members of the parks and recreation board shall be appointed by the city council and each shall hold office for a term of two (2) years or until his/her successor has been duly elected.

(Ord. No. 09-I, § 2, 3-19-09)

Sec. 16½-3. Board officers.

Officers of the parks and recreation board shall consist of a chairperson, vice-chairperson and a secretary to be elected by a majority of the board members. Officers of the board shall hold office for a period of one year and until their successors have been duly elected.

(Ord. No. 09-I, § 2, 3-19-09)

Sec. 16½-4. Duties of board generally.

The parks and recreation board shall be an advisory body and shall act only in an advisory capacity to the city council. The board shall advise and make recommendations to the city council concerning the acquisition, development, improvement, equipment and maintenance of all parks and public playgrounds owned or controlled by the city within and without the corporate limits. It shall be the duty of the board, subject to such organizations and activities as the board may itself establish internally, to advise the city council concerning the future

¹Editor's note(s)—Prior to the reenactment of chapter 16½ by Ord. No. 09-I, § 2, adopted March 19, 2009, the former chapter 16½, "Parks and Recreation," was derived from Ord. No. 71-G, enacted May 20, 1971, and repealed by Ord. No. 73-N, enacted Oct. 18, 1973, as being redundant in view of the provisions of Art. IX of the Charter. Ord. No. 73-N also added § 3-2 containing provisions relative to alcoholic beverages within the boundaries of any public park.

development of public parks, playgrounds and recreational facilities for the city, to study and recommend the purchase of additional lands and sites for parks, playgrounds and recreational facilities, and further to advise the city council concerning improvements in the maintenance, operation and general welfare of existing public parks, playgrounds and recreational facilities and the use of the same by the public. With reference to the development of new parks and playgrounds, it shall be the duty of the board to outline the general plan of development, including landscaping, roads, trails, buildings and equipment, which plan shall be submitted to the city manager for detailed development, after which such plan shall be submitted to the city council for adoption or change in the discretion of the city council. The parks and recreation board shall make recommendations to the city council for the improvement and betterment of public parks and recreational facilities by March first of each year.

(Ord. No. 09-I, § 2, 3-19-09)

Sec. 16½-5. Filling of board vacancies.

Vacancies occurring on the board shall be filled within thirty (30) days by the council for the remainder of the unexpired term. Membership shall be accompanied by active participation in the activities of the board and any member who is absent from three (3) consecutive regular meetings shall automatically be dropped from membership and the board shall immediately notify the council that a vacancy exists.

(Ord. No. 09-I, § 2, 3-19-09)

Sec. 16½-6. Quorum constituted; meetings.

Acts of the parks and recreation board shall be by majority vote of the board members present at any meeting. A majority of the board members shall constitute a quorum for meetings of the board. The board shall meet at least once a month.

(Ord. No. 09-I, § 2, 3-19-09)

Sec. 16½-7. Definitions.

The following definitions shall apply to this article:

Motorcycle means a motor vehicle, other than a tractor, that is equipped with a rider's saddle and designed to have, when propelled, not more than three (3) wheels on the ground.

Motor vehicle means a self-propelled vehicle.

Parks director means the city's director of parks and recreation, or designee.

Person means any individual, person, firm, partnership, association, corporation or organization of any kind.

Public park, hereinafter "park" means any land designated, used, obtained or acquired by the city for use as a public park, recreation or playground area and any building or facility thereon operated by the city as a public park whether or not such area(s) has been formally dedicated for such purposes.

Trailer means a vehicle, with or without motive power:

- (1) Designed to be drawn by a motor vehicle and to transport persons or property, and
- (2) Constructed so that no part of the vehicle's weight and load rests on the motor vehicle.

Vehicle means a device that can be used to transport or draw persons or property on a highway.

(Ord. No. 09-I, § 2, 3-19-09)

Secs. 16½-8—16½-10. Reserved.

ARTICLE II. PUBLIC PARK RESTRICTIONS

Sec. 16½-11. Offenses.

Within the limits of any public park in the city limits, it shall be unlawful for any person to do or perform any of the acts specified below, except as otherwise may be provided:

- (1) To operate or use any motorcycle, motor scooter, motor vehicle or any other vehicle in and upon the public parks except in certain areas, drives and pathways specifically designated or authorized for such purpose.
- (2) To operate any motorcycle, go-cart or similar motor-driven vehicle in areas designated for the operation of such vehicles in willful or wanton disregard for the safety of persons or property.
- (3) To park vehicles or trailers upon the grass, lawn or any other areas within the public park which have not been designed for parking purposes.
- (4) To park any vehicle or trailer in any parking lot or parking area so as to obstruct, block or hinder ingress or egress of such parking lot or parking area.

(Ord. No. 09-I, § 2, 3-19-09)

Sec. 16½-12. Signage.

The parks director is hereby authorized and directed to erect and place appropriate signs in areas of the public parks:

- (1) Where parking is allowed;
- (2) Where motorcycles, motor scooters, motor vehicles or other vehicles may be operated; and
- (3) Where motorcycles, motor scooters, motor vehicles, trailers, and other vehicles are prohibited.
- (4) [Written rules consistent with the safe and orderly use of the park and amenities](#)

(Ord. No. 09-I, § 2, 3-19-09)

Sec. 16½-13. Public gatherings permit areas.

- (a) No permit shall be required to use the parks or to hold any public meeting or gathering except in the following designated areas of the parks:
 - (1) Any building or facility for which a rental fee is imposed by the city pursuant to this Code;
 - (2) Any baseball field, basketball court, tennis court, swimming pool, or other area specifically designated and equipped for sporting or recreational events, whether a rental fee is imposed pursuant to this Code or not; or
 - (3) Any other improved and specially maintained area so designated by a rule or regulation promulgated pursuant to this Code.

-
- (b) Use of the areas designated in or pursuant to subsection (a) shall be on a first-come, first-served basis. ~~The parks director shall cause all completed written applications received to be immediately time stamped upon their actual receipt by his office.~~ The parks director shall ensure all completed applications are time stamped upon submittal. The first in time shall be the first in right, provided that if two (2) or more conflicting applications are received simultaneously, then the precedence shall be determined by an impartial means of chance.

(Ord. No. 09-I, § 2, 3-19-09)

Sec. 16½-14. Penalty.

Any person who shall violate any of the provisions of this article shall be guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine prescribed by section 1-5. Each day's violation shall constitute a separate offense.

(Ord. No. 09-I, § 2, 3-19-09)

Secs. 16½-15—16½-20. Reserved.

ARTICLE III. USE OF PARKS

Sec. 16½-21. General duties of parks director.

It shall be the duty of the parks director to direct, control and manage all parks, athletic facilities, aquatic facilities, hike and bike trails, parkways, playgrounds and recreation buildings and other improvements on park and playground property belonging to or under the control of the city and such other grounds as may be placed under the parks director's control from time to time, by the mayor and city council, and to direct the improvement and maintenance of all such properties.

(Ord. No. 09-I, § 2, 3-19-09)

Sec. 16½-22. Authority of the parks director.

The parks director shall have authority to prescribe written rules and regulations for the administration of the department and for the orderly government and use of the parks, provided that such regulations do not conflict with valid laws or ordinances. ~~A copy of such rules and regulations shall be maintained for public inspection in the offices of the parks director and the city secretary.~~ Without limitation, the parks director is authorized to include provisions that govern the use of parks by the public and may prescribe such rules and regulations that promote the healthful and generalized use of the parks.

(Ord. No. 09-I, § 2, 3-19-09; Ord. No. 13-L, § 1, 4-18-13)

Sec. 16½-23. Concessions ~~in parks.~~ Sales or other Charging Fees

No person shall have the right to offer anything for sale or barter, or to exhibit anything, or to conduct any amusement, recreational activity, sports event, or other business for which any participation or admission fee is charged or revenue is otherwise derived, within any park without first obtaining the written consent of the city by the parks director.

(Ord. No. 09-I, § 2, 3-19-09)

Sec. 16½-24. Application for permit.

Any person desiring the permission required in section 16½-13 shall make written application to the parks director setting forth the following information:

- (1) The date of application;
- (2) The designated area desired;
- (3) The date and time period for use of the designated area;
- (4) The name, address and phone number of applicant;
- (5) The name of person reserving facility;
- (6) The estimated attendance;
- (7) The type or purpose of function;
- (8) The type of sound system, if any;
- (9) The special effects or features, if any; for example, hot air balloons, gun salutes (blanks only), fireworks, bands;
- (10) Whether the function sponsored is for profit or nonprofit;
- (11) Whether the person will clean up and remove any litter or debris generated by its use; and
- (12) Whether goods will be sold or fees charged.

(Ord. No. 09-I, § 2, 3-19-09)

Sec. 16½-25. Reasons for permit denial.

Upon receiving such written application, the parks director must grant permission to use the designated area unless:

- (1) The designated area has been previously reserved;
- (2) The applicant refuses to pay any applicable fees [or deposits](#) imposed by the city pursuant to this Code;
- (3) The applicant refuses to obtain a concession consent pursuant to this Code, if applicable;
- (4) The size and nature of the meeting is inappropriate for the designated area requested or will substantially interrupt the safe and orderly movement of traffic or police, fire or ambulance emergency equipment on streets adjacent to, running through or around the park; or
- (5) The proposed function would be disruptive to or incompatible with, or cause an adverse effect on the use of the designated area by others.
- (6) [Non-compliance of any approval conditions including but not limited to; proof of required insurance, permits, incomplete application, other conditions relevant to hosting and operating a safe and orderly event.](#)

(Ord. No. 09-I, § 2, 3-19-09)

Sec. 16½-26. Procedure of parks director upon permit denial.

If the parks director denies the permit, then the parks director must notify the applicant of the denial and the reasons therefore by ~~letter mailed~~ written communication to the applicant within five (5) days of the date of the receipt of the application (exclusive of Saturdays, Sundays and city-observed holidays). ~~Such letter shall be addressed to the applicant at the address stated on the application. If the parks director fails to mail such a letter~~ provide written communication within such five-day period, such failure shall be deemed a granting of permission to use the designated area as requested. If the denial is based upon subsections 16½-25(4) or (5), the parks director shall advise the applicant of alternative designated areas, if any, capable of handling a ~~meeting~~ gathering of the requested size and nature.

(Ord. No. 09-I, § 2, 3-19-09)

Sec. 16½-27. ~~Meetings~~ Gatherings where security precautions necessary.

If the parks director determines that the conduct of the ~~meeting~~ gathering may reasonably cause severe injury to persons or property, or create a riot or disturbance detrimental to the health, safety and welfare of the public, he/she may require ~~that~~ additional security precautions be taken to permit the use of the designated area. In such event, the parks director may grant the permission upon condition that the applicant must submit a written proposal for security and obtain the parks director's approval thereof prior to the public gathering. Such proposal shall be subject to review, approval and appeal in the same manner as a permit application under this article provided that the parks director shall have reasonable time ~~three (3) days in lieu of five (5) days~~ in which to approve or deny the proposal.

(Ord. No. 09-I, § 2, 3-19-09)

Sec. 16½-28. Procedure of city council upon permit denial.

In the event the parks director shall deny any applicant permission to use a designated area, ~~the parks director will immediately advise the city secretary of such denial. The city secretary shall place the parks director's denial of permission to use a designated area on the next city council meeting agenda. The applicant may appeal to city council appear at such the next available city council meeting. to appeal the parks director's denial or the applicant may withdraw the appeal.~~ The city council shall render a decision upon the appeal within twenty-one (21) days of the parks director's denial and such action as the city council may take thereon shall be final and conclusive. If the city council fails to render a decision within twenty-one (21) days of the parks director's refusal, the permit to use the designated area will be deemed granted.

(Ord. No. 09-I, § 2, 3-19-09)

Sec. 16½-29. Transfers, refunds.

The parks director, subject to the approval of the city manager ~~mayor and city council~~, may establish rules and regulations pursuant to this Code relating to refunds. No refund shall be made except as authorized pursuant thereto. Permits may not be assigned under any circumstances.

(Ord. No. 09-I, § 2, 3-19-09)

Sec. 16½-30. Park user fees.

- (a) Fees and charges for park concessions, rentals, admissions, vending licenses and permits, as well as athletics and recreation classes sponsored by department (collectively denoted "park user fees") shall be established by the city council. A copy of the schedule of park user fees shall be maintained for public inspection both in the office of the city secretary and the office of the parks director.
- (b) It shall be the responsibility of the parks director to submit to the city council, as appropriate, revisions to the schedule of park user fees. The city council may act upon any such submittal by motion.
- (c) Park facilities may, if available, be used as election day polling places by political subdivisions of the state. In lieu of the applicable fee established by the city council, the user shall reimburse the city for the cost of providing department staff for duty during the time that the park facility is used. Cost will be calculated based on the actual staff salary cost excluding employee fringe benefits.
- (d) The parks director, by regulation, shall establish uniform procedures relating to reservations, deposits and the manner for paying park user fees.
- (e) The parks director may waive park user fees for any city-sponsored or cosponsored function or event. For purposes of this subsection, the parks director is authorized to declare "city sponsorship."

(Ord. No. 09-I, § 2, 3-19-09; Ord. No. 17-I, § 1, 3-16-17)



AGENDA COMMENTARY

Meeting Date: 2/17/2022

Department: Police

Contact: Chief Robert E Lee

Agenda Item: Consider a 60-month contract renewal with Axon Enterprise, Inc. for continued use of the Axon Body Camera system to include hardware/software, licensing, and cloud storage for \$53,187.78 per year, and authorize the City Manager to sign upon legal review.

Type of Item: ☐ Ordinance ☐ Resolution ☒ Contract/Agreement ☐ Public Hearing ☐ Plat ☐ Discussion & Direction ☐ Other

Summary: In 2013, Alvin Police Department became the first agency in the region to issue body cameras to all of patrol and to mandate their use. In December 2016, Council approved a 60-month contract with Axon Enterprise, Inc. for the use of the Axon Body Camera system which went into effect in February 2017. At that time, 44 cameras and 6-terabytes of cloud storage were put in place, at a first-year cost of \$45,970 and \$29,700 per year for the remainder of the contract.

Since that time, the Department has added 25 cameras and currently have a total of 69. This increase in cameras is due to personnel increases and expansion of the program to include all sworn officers and detention officers. As a result of this expanded usage, storage was added with each new camera for a cumulative addition of 3 terabytes for an overall total of 9 terabytes of cloud storage.

In December 2021, I requested staff to review usage in preparation for contract renewal, and discovered that we are currently exceeding our storage and are currently using approximately 12 terabytes of storage. We are required by law to maintain non-evidentiary video for a period of no less than 90-days, after which it is purged. With our growth and program expansion we are adding more video daily than is being removed. Based on this amount of usage we anticipate a continued rise in storage needs and have included 19 terabytes of storage with this contract to meet those needs. The increase from 9 to 19 terabytes of storage in this contract reflects a yearly increase of \$18,579 over the current storage costs. This contract, like the previous version, includes a hardware update at the beginning of the contract and every 2.5 years of the contract. There is no additional cost for the hardware update. As of this time Axon has not charged us for this overage at this point but their expectation is that we stay within the amount of storage specified in the contract renewal.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☐ **Budgeted Item:** Yes ☐ No ☐ N/A ☐

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 2/10/2022 SLH

Supporting documents attached:

- Axon Enterprise, Inc. quote
- Axon Master Services and Purchasing Agreement

Recommendation: Move to approve the 60-month contract with Axon Enterprise, Inc. for the continued use of the Axon Body Camera system to include hardware/software, licensing, and cloud storage for \$53,187.78 per year and authorize the City Manager to sign upon legal review.

Reviewed by Department Head, if applicable ☐
Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒
Reviewed by City Manager ☒



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-345783-44599.790AS

Issued: 02/07/2022



Quote Expiration: 02/28/2022

EST Contract Start Date: 02/15/2022

Account Number: 112576

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery; Invoice-1500 S Gordon St 1500 S Gordon St Alvin, TX 77511-3451 USA	Alvin Police Dept - TX 1500 S Gordon St Alvin, TX 77511-3451 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matthew Moore Phone: +1 4809052068 Email: mmoore@axon.com Fax: 480-905-2068	Jacob Schauer Phone: 2815857133 Email: jschauer@apd.cityofalvin.com Fax: (281) 388-4381

Program Length	60 Months
TOTAL COST	\$265,939.00
ESTIMATED TOTAL W/ TAX	\$265,939.00

Bundle Savings	\$67,922.60
Additional Savings	\$57,871.00
TOTAL SAVINGS	\$125,793.60

PAYMENT PLAN: Jan 2022		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Jan, 2022	\$53,187.77
Payment Total		\$53,187.77

PAYMENT PLAN: Jan 2023		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 2	Jan, 2023	\$53,187.80
Payment Total		\$53,187.80

PAYMENT PLAN: Jan 2024

PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 3	Jan, 2024	\$53,187.80
Payment Total		\$53,187.80

PAYMENT PLAN: Jan 2025

PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 4	Jan, 2025	\$53,187.80
Payment Total		\$53,187.80

PAYMENT PLAN: Jan 2026

PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 5	Jan, 2026	\$53,187.80
Payment Total		\$53,187.80

Quote Details

Bundle Summary

Item	Description	QTY
AB31BD	AB3 1-Bay Dock Bundle	17
AB3C	AB3 Camera Bundle	69
AB3MBD	AB3 Multi Bay Dock Bundle	7
BasicLicense	Basic License Bundle	69
ProLicense	Pro License Bundle	5
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	7
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	17
BWCamTAP	Body Worn Camera TAP Bundle	71
DynamicBundle	Dynamic Bundle	1
Flex2C	Flex 2 Camera Bundle	2

Bundle: AB3 1-Bay Dock Bundle Quantity: 17 Start: 2/15/2022 End: 2/14/2027 Total: 0 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
1-Bay Dock	74211	AXON BODY 3 - 1 BAY DOCK	17	\$200.00	\$0.00	\$0.00
1-Bay Power Cord	71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK	17	\$0.00	\$0.00	\$0.00

Bundle: AB3 Camera Bundle Quantity: 69 Start: 2/15/2022 End: 2/14/2027 Total: 4194 USD						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	69	\$699.00	\$60.78	\$4,194.00
Spare Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	2	\$0.00	\$0.00	\$0.00
Camera Mount	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	76	\$0.00	\$0.00	\$0.00
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	76	\$0.00	\$0.00	\$0.00

Bundle: AB3 Multi Bay Dock Bundle Quantity: 7 Start: 2/15/2022 End: 2/14/2027 Total: 1495 USD						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Dock	74210	AXON BODY 3 - 8 BAY DOCK	7	\$1,495.00	\$213.57	\$1,495.00
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	7	\$0.00	\$0.00	\$0.00

Bundle: Basic License Bundle Quantity: 69 Start: 2/15/2022 End: 2/14/2027 Total: 62100 USD						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
E.com License	73840	EVIDENCE.COM BASIC LICENSE	69	\$15.00	\$15.00	\$62,100.00
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	69	\$0.00	\$0.00	\$0.00

Bundle: Pro License Bundle Quantity: 5 Start: 2/15/2022 End: 2/14/2027 Total: 11700 USD						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	5	\$39.00	\$39.00	\$11,700.00
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	15	\$0.00	\$0.00	\$0.00

Bundle: Body Worn Camera Multi-Bay Dock TAP Bundle Quantity: 7 Start: 2/15/2022 End: 2/14/2027 Total: 12390 USD						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Dock Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	7	\$21.00	\$8.16	\$3,427.31

Multi-Bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	7	\$1,610.00	\$625.62	\$4,379.34
Multi-Bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	7	\$1,685.00	\$654.76	\$4,583.35

Bundle: Body Worn Camera Single-Bay Dock TAP Bundle Quantity: 17 Start: 2/15/2022 End: 2/14/2027 Total: 9179.99 USD						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Dock Warranty	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	17	\$5.50	\$3.89	\$3,965.18
Single-bay Dock Refresh 1	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	17	\$209.00	\$147.72	\$2,511.28
Single-bay Dock Refresh 2	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	17	\$225.00	\$159.03	\$2,703.53

Bundle: Body Worn Camera TAP Bundle Quantity: 71 Start: 2/15/2022 End: 2/14/2027 Total: 119280.01 USD						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	71	\$11.67	\$8.49	\$36,180.14
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	73	\$755.00	\$549.46	\$40,110.64
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	73	\$790.00	\$574.93	\$41,970.07
Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	2	\$11.67	\$8.49	\$1,019.16

Bundle: Dynamic Bundle Quantity: 1 Start: 2/15/2022 End: 2/14/2027 Total: 45600 USD						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Other	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	1900	\$0.40	\$0.40	\$45,600.00

Bundle: Flex 2 Camera Bundle Quantity: 2 Start: 2/15/2022 End: 2/14/2027 Total: 0 USD						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Camera	11528	FLEX 2 CAMERA, (ONLINE)	2	\$470.00	\$0.00	\$0.00
Components	11532	FLEX 2 CONTROLLER	2	\$262.00	\$0.00	\$0.00
Camera Mounts	11707	OAKLEY FLAK 2.0 MOUNT, AXON FLEX 2	3	\$0.00	\$0.00	\$0.00
Cables	74052	WEARABLE CABLE ASSEMBLY, 6 IN, BLACK, FLEX 2	2	\$0.00	\$0.00	\$0.00
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	3	\$0.00	\$0.00	\$0.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

2/7/2022



Master Services and Purchasing Agreement between Axon and Agency (Online)

This Master Services and Purchasing Agreement (“**Agreement**”) is between Axon Enterprise, Inc., a Delaware corporation (“**Axon**”), and the agency on the Quote (“**Agency**”). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote (“**Effective Date**”). Axon and Agency are each a “**Party**” and collectively “**Parties**”. This Agreement governs Agency’s purchase and use of the Axon Devices and Services detailed in the Quote Appendix (“**Quote**”). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

“**Axon Cloud Services**” means Axon’s web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

“**Axon Device**” means all hardware provided by Axon under this Agreement.

“**Quote**” means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency’s purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

“**Services**” means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated (“**Term**”).

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote (“**Subscription Term**”).

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years (“**Renewal Term**”). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys’ fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon’s delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 Warranty.

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 Spare Axon Devices. For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

8 Statement of Work. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 Axon Device Warnings. See www.axon.com/legal for the most current Axon Device warnings.



Master Services and Purchasing Agreement between Axon and Agency (Online)

- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("Agency Indemnitees") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
- 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be



Master Services and Purchasing Agreement between Axon and Agency (Online)

understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 **General.**

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

19.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency: City of Alvin
Attn: City Manager
216 West Sealy
Alvin, Texas 77511
jroland@cityofalvin.com

19.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or

understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

“Agency Content” is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

“Evidence” is media or multimedia uploaded into Axon Evidence as ‘evidence’ by an Agency. Evidence is a subset of Agency Content.

“Non-Content Data” is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

“Personal Data” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

- 2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**“TASER Data”**). Agency may not upload non-TASER Data to Axon Evidence Lite.

- 3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon’s business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

- 4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

- 5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user’s access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately



Master Services and Purchasing Agreement between Axon and Agency (Online)

if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("Skyhook") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon

Title: Master Services and Purchasing Agreement between Axon and Agency (Online)

Department: Legal

Version: 1.0

Release Date: 3/31/2021

Page 7 of 47

competition of the OSP 7 Term (“**Axon Records Subscription**”)

An “**Update**” is a generally available release of Axon Records that Axon makes available from time to time. An “**Upgrade**” includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon’s or Axon’s licensors on or within Axon Cloud Services; or
 - 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon’s data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a “commercial item,” “commercial computer software,” “commercial computer software documentation,” and “technical data”, as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
- 17** **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will



Master Services and Purchasing Agreement between Axon and Agency (Online)

survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Professional Services Appendix

- 1 **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

- 3 **Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:



Master Services and Purchasing Agreement between Axon and Agency (Online)

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Axon Dock (“Dock”) access

Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

- 4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual).** BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

- 5 **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW Starter Package:** Training for up to 1 individual at Agency

TASER CEW inspection and device assignment

Axon’s on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Title: Master Services and Purchasing Agreement between Axon and Agency (Online)

Department: Legal

Version: 1.0

Release Date: 3/31/2021

Page 11 of 47



Master Services and Purchasing Agreement between Axon and Agency (Online)

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6 **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.

Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7 **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

11 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

12 **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in

Title: Master Services and Purchasing Agreement between Axon and Agency (Online)

Department: Legal

Version: 1.0

Release Date: 3/31/2021

Page 12 of 47



Master Services and Purchasing Agreement between Axon and Agency (Online)

substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

- 13 **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



Master Services and Purchasing Agreement between Axon and Agency (Online)

Technology Assurance Plan Appendix

If Technology Assurance Plan (“TAP”) or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan (“OSP”), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month (“**OSP 7 Term**”).
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera (“**BWC Upgrade**”) as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon’s option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote (“**Dock Upgrade**”). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon’s option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon’s option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- 9 **Termination.** If Agency’s payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2 Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

TASER 7 Appendix



Master Services and Purchasing Agreement between Axon and Agency (Online)

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1 **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 2 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 3 **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
- 4 **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 5 **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
- 6 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
- 8 **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 8.1 TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.



Master Services and Purchasing Agreement between Axon and Agency (Online)

- 8.2** Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 8.3** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5 Promptly install and implement any software updates provided by Axon;
 - 4.6 Ensure that all appropriate data backups are performed;
 - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



Master Services and Purchasing Agreement between Axon and Agency (Online)

Axon Fleet Appendix

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2 **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
- 3 **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
- 4 **Wireless Offload Server.**
 - 4.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3 **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4 **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
- 5 **Axon Vehicle Software.**
 - 5.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h)



Master Services and Purchasing Agreement between Axon and Agency (Online)

remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

- 6 **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Fleet Upgrade") as schedule on the Quote.

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

- 8 **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

- 8.1 Axon Fleet subscription coverage terminates, and no refunds will be given.
- 8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade.
- 8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



Master Services and Purchasing Agreement between Axon and Agency (Online)

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

- 1 **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

- 2 **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

- 3 **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

- 5 **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 6 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.

Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1 **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

- 3 **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



Axon Auto-Transcribe Appendix

This Appendix applies to Axon Auto-Transcribe.

- 1) **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

- 2) **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes.
- 3) **Axon Auto-Transcribe On-Demand.** Upon Axon granting Agency an On-Demand subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On-Demand is to assist Agency with reviewing and transcribing individual evidence items. In the event Agency uses Axon Auto-Transcribe On-Demand outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Auto-Transcribe On-Demand to better meet Agency's needs.
- 4) **Warranty.** Axon does not warrant the accuracy of Axon Auto-Transcribe.



Axon Virtual Reality Content Terms of Use Appendix

- 1 **Term.** The Quote will detail the duration of the Virtual Reality Content license.
- 2 **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Axon's Virtual Reality Content, Agency must purchase those headsets from Axon.
- 3 **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Content licenses from Axon. Agency may not use Virtual Reality Content for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1 modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Content;
 - 3.2 reverse engineer, disassemble, or decompile Virtual Reality Content or apply any process to derive the source code of Virtual Reality Content, or allow others to do the same;
 - 3.3 copy Virtual Reality Content in whole or part, except as expressly permitted in this Agreement;
 - 3.4 use trade secret information contained in Virtual Reality Content;
 - 3.5 resell, rent, loan or sublicense Virtual Reality Content;
 - 3.6 access Virtual Reality Content to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Content; or
 - 3.7 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Content or any copies of Virtual Reality Content.
- 4 **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

Flock Software Terms of Use Appendix**1 Definitions.**

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

"Aggregated Data" means information that relates to a group or category of customers, from which individual customer identities have been removed, that is not linked or reasonably linkable to any customer, including via a device.

"Authorized End User" shall mean any individual employees, agents, or contractors of Customer accessing or using the Flock Services through the Web Interface, under the rights granted to Customer pursuant to this Agreement.

"Customer Data" will mean the data, media and content provided by Customer through the Flock Services. For the avoidance of doubt, the Customer Data will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

"Documentation" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Flock Services which are provided by Flock to Customer in accordance with the terms of this Agreement.

"Embedded Software" will mean the software and/or firmware embedded or preinstalled on the Hardware.

"Flock IP" will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Customer and/or its Authorized End Users in connection with the foregoing.

"Flock Services" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

"Flock System" means collectively, the Hardware, Embedded Software, and Flock Services.

"Footage" means still images and/or video captured by the Hardware in the course of and provided via the Flock Services.

"Hardware" shall mean the Flock cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term **"Hardware"** excludes the Embedded Software.

"Implementation Fee(s)" means the monetary fees associated with the Installation Services, as defined in Section 1.9 below.

"Installation Services" means the services provided by Flock including the installation, placements and configuration of the Hardware, pursuant to any Statement of Work.

"Non-Customer End User" means a Flock customer that has elected to give Customer access to its data in the Flock System.

"Non-Customer End User Data" means the Footage, geolocation data, environmental data and/or notifications of a Non-Customer End User.

"Support Services" shall mean On-site Services and Monitoring Services, as defined in Section 2.9 below.

“Unit(s)” shall mean the Hardware together with the Embedded Software.

“Usage Fee” means the subscription fees to be paid by the Customer for ongoing access to Services and Hardware.

“Web Interface” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Flock Services in accordance with the terms of this Agreement.

2 Flock Services.

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the term of Customer’s agreement, solely for the Authorized End Users. The Footage will be available for Customer’s designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account, and select a password and username (**“User ID”**). Flock will also provide Customer with the Documentation to be used in accessing and using the Flock Services. Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which makes the Flock Services available to Customer and Authorized End Users. Flock will pass through any warranties that Flock receives from its then-current third-party service provider to the extent that such warranties can be provided to Customer. Except in the event of Flock’s willful misconduct or negligence, such warranties as provided by such third-parties are Customer’s sole and exclusive remedy and Flock’s sole and exclusive liability with regard to such third-party services, including without limitation, hosting the web interface. Customer agrees to comply with any acceptable use policies and other terms of any third party service provider that are provided or otherwise made available to Customer from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Customer to use the Flock Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Customer’s internal purposes in connection with its use of the Flock Services as contemplated herein.

2.4 Usage Restrictions. The purpose for usage of the Hardware, Documentation, Services, support, and Flock IP is solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (**“Permitted Purpose”**). Customer will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Customer

Title: Master Services and Purchasing Agreement between Axon and Agency (Online)

Department: Legal

Version: 1.0

Release Date: 3/31/2021

Page 25 of 47

acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Services or Flock IP; (vi) use the Flock Services, support, Hardware, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Customer's or any Authorized End User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to Customer or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Customer to access the Flock; or (f) Customer has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose, and has failed to cure such violation within thirty days following written notice of such violation from Flock (each such suspension, in accordance with this Section 2.6, a "**Service Suspension**"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Customer (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Flock Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will extend the Customer's term by the duration of any suspension (for any continuous suspension lasting at least one full day) where the Service Suspension is not caused by the direct Customer's actions or by the actions of parties associated with the Customer. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer or any Authorized End User may incur as a result of a Service Suspension.

2.7 Installation Services.

2.7.1. Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Customer on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. While Flock will provide advice regarding the location of positioning of such Units, Customer will have the ultimate decision regarding the location, position and angle of the Units (each Unit location so designated by Customer, a "**Designated Location**"). Due to the fact that Customer selects the Designated Location, Flock shall have no liability to Customer resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations. After an installation plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the installation plan

Title: Master Services and Purchasing Agreement between Axon and Agency (Online)

Department: Legal

Version: 1.0

Release Date: 3/31/2021

Page 26 of 47

driven by Customer's request will incur a \$250 charge in addition to any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, changes to heights of poles, and removing foliage.

- 2.7.2. Customer's Installation Obligations.** Customer agrees to allow Flock and its agents reasonable access to the designated installation locations at all reasonable times upon reasonable notice for the purpose of performing the installation work (together with the preceding sentence, the "**Customer Installation Obligations**"). It is understood that the Implementation Fees do not include any permits or associated costs, any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or any other services performed in connection therewith and that Customer shall be solely responsible for the foregoing. Customer represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.
- 2.7.3. Flock's Installation Obligations.** The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Customer. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Customer can opt out of Flock's access to Footage after the initial installation which would waive Flock's responsibility to ensure such action was successful. Customer understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.
- 2.7.4. Theft and Damage.** Flock agrees to replace the Hardware up to one (1) time during the Term of the Agreement, at no cost to Customer, in the event of theft or damage. Subsequent replacement due to damage or theft will be at Customer's own expense, at a replacement cost of three hundred dollars (\$300) per camera. Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.
- 2.7.5. Security Interest.** The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of Customer's Agreement. Customer agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Customer default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Customer authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

- 2.8 Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this

Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Customer and shall be paid promptly upon billing.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and of Flock Services and may, from time to time, advise Customer on changes to the Services or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Customer with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Intentionally deleted.

2.11 Changes to Platform. Flock Safety may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock Safety's products or services to its customers, (b) the competitive strength of, or market for, Flock Safety's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3 Customer Responsibilities.

3.1 Customer Obligations. Upon creation of a User ID, Customer agrees to provide Flock with accurate, complete, and updated registration information. Customer may not select as its User ID a name that Customer does not have the right to use, or another person's name with the intent to impersonate that person. Customer may not transfer its account to anyone else without prior written permission. Customer will not share its account or password with anyone and must protect the security of its account and password. Customer is responsible for any activity associated with its account. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Customer will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Customer facilities, as well as by means of assistance from Customer personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. To the extent allowed by the governing law of the state mentioned in Section 9.6, or if no state is mentioned in Section 9.6, by the law of the State of Georgia, Customer hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys' fees, in connection with any claim or action that arises from an alleged violation of Customer's representations and warranties made pursuant to this Section 3.2, Customer's Installation Obligations, or otherwise from Customer's use of the Flock Services, Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Customer's use of the Flock Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.



Master Services and Purchasing Agreement between Axon and Agency (Online)

4

Confidentiality; Data, Feedback; Aggregated Statistics.

- 4.1 Customer and Non-Customer End User Data.** As between Flock and Customer, all right, title and interest in the Customer Data and Non-Customer End User Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Customer Data and Non-Customer End User Data and perform all acts with respect to the Customer Data and Non-Customer End User Data as may be necessary for Flock to provide the Flock Services to Customer, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Customer Data and Non-Customer End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). This Agreement does not by itself make any Non-Customer End User Data the sole property or the Proprietary Information of Customer.
- 4.2 Feedback.** If Customer provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.
- 4.3 Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Flock Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Customer acknowledges that Flock will be compiling Aggregated Data based on Customer Data and Non-Customer End User Data input into the Flock Services ("**Aggregated Data**"). Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes in connection with the Flock Services and other Flock offerings. No rights or licenses are granted except as expressly set forth herein.
- 4.4 Confidentiality.** Each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("**Customer Data**"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will the Receiving Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Customer alerts, such as when a car exits Customer's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from

Title: Master Services and Purchasing Agreement between Axon and Agency (Online)

Department: Legal

Version: 1.0

Release Date: 3/31/2021

Page 29 of 47

disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. In the event Customer requests Flock to enable law enforcement monitoring against law enforcement hotlists, Customer hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Customer Data (inclusive of any Footage and Footage search access) to enable law enforcement monitoring against law enforcement hotlists. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order, subject to Section 9.1 below.

5 **RESERVED.**

6 **RESERVED.**

7 **Remedy; Warranty; and Disclaimer.**

7.1 **Remedy.** Upon a malfunction or failure of Hardware or Embedded Software (a “Defect”), Customer must first make commercially reasonable efforts to address the problem by contacting Flock’s technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within seventy-two (72) hours after Customer notifies the Flock of a Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Flock agrees to replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer shall not be required to replace subsequently lost, damaged or stolen Units, however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Flock Services. Flock Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE FLOCK SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE FLOCK SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE FLOCK SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7.5 Force Majeure. Flock Safety is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Customer or any Authorized End User.

8 Limitation of Liability and Indemnity.

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE FLOCK SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, CUSTOMER SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE FLOCK SERVICES.

8.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Customer will not pursue any claims or actions against Flock's suppliers.

8.3 Indemnity. Customer hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Customer's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Customer End Users,

Title: Master Services and Purchasing Agreement between Axon and Agency (Online)

Department: Legal

Version: 1.0

Release Date: 3/31/2021

Page 31 of 47

or otherwise from Customer's use of the Flock Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Customer's use of the Flock Services, Flock may do so and may prohibit any use of the Flock Services it believes may be (or alleged to be) in violation of the Section 3.2 or this Agreement.

9 Record Retention.

9.1 Data Preservation. The Customer agrees to store Customer Data and Non-Customer End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Customer's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Customer Data or the Non-Customer End User Data, Customer agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Customer upon demand, provided, however, if Flock receives a disclosure request for Customer Data, Flock will give Customer notice, unless legally prohibited from doing so, to allow Customer to file an objection with the court or administrative body.

10 Miscellaneous.

10.1 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Flock Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.2 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in FAR section 2.101, the Flock Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

Skydio Terms of Use Appendix

1 Definitions.

“Advanced Software” means optional capabilities, functions or other features of the Onboard Software that may be specified and identified as such in the Quote. Skydio’s characterization of capabilities, functions or other features as Advanced Software shall be dispositive. Notwithstanding any other provision herein, a software feature that is locked or otherwise disabled unless or until an Advanced Software Package is purchased for such software feature shall be deemed an Advanced Software. Advanced Software does not include Mobile Apps.

“Advanced Software Package” means an optional, additional-charge license right, specified in the Quote, pursuant to which Skydio shall unlock Advanced Software to permit Customer to use Advanced Software (and in some cases the Skydio Hardware that it controls).

“Authorized Devices” are (a) mobile devices that Customer owns or is authorized to use, and (b) controllers purchased by Customer hereunder, which in each case (a) and (b) are used by Customer to operate the Skydio Hardware purchased by Customer hereunder.

“Base Software” means capabilities, functions or other features of the Onboard Software that are both: (a) standard capabilities, functions or other features available and activated on Skydio’s base consumer version of Skydio Hardware, and (b) available for use without purchase of Advanced Software Package. Base Software may be specified and identified as standard features in the Quote. Any capability, function, or feature that is not a Base Software shall be deemed an Advanced Software.

“Customer” means the customer procuring Skydio Products or services.

“Error” means a critical error in the Advanced Software that causes the Advanced Software to be inoperable.

“Skydio License Term” means with respect to an Advanced Software Package, the term of that Advanced Software Package, including (if applicable) the initial specified term and any renewal terms.

“Mobile Apps” means software applications (in executable form only), as may be specified on the Quote, that are specifically intended for use on a mobile device (and any Updates thereto).

“Onboard Software” means software, in executable format only, embedded into or otherwise pre-installed on Skydio Hardware as supplied by Skydio, and any Updates thereto, whether or not embedded on read only memory. Onboard Software includes Base Software and Advanced Software.

“Skydio Privacy Policy” means Skydio’s privacy policy located at <https://www.skydio.com/privacy-policy> and as it may be amended from time to time by Skydio in its sole discretion.

“Product” means Skydio Hardware and Software, as provided by Skydio pursuant to this Agreement and any applicable Quote.

“Skydio Hardware” means drones and other unmanned aircraft, controllers, docks, accessories and related hardware that Customer purchases from Skydio or its distributors or resellers.

“Skydio Software” means Onboard Software and Mobile Apps.

“Support Term” means, for Base Software, the support term specified in the Quote, and, for each Advanced Software Package, the applicable Skydio License Term for such Advanced Software



Master Services and Purchasing Agreement between Axon and Agency (Online)

Package purchased hereunder.

“Updates” means any upgrades, updates, maintenance releases, bug fixes or modified versions of Skydio Software that Skydio may release from time to time.

- 2 **License.** Subject to and in accordance with the terms and conditions of this Agreement and further conditioned upon Customer’s payment of all Fees, Skydio grants to Customer:
- 2.1 a limited, perpetual, non-exclusive, non-transferable (except as provided in Section 5 below titled “Transferability”) right and license to use the Base Software solely on Skydio Hardware;
 - 2.2 a limited, perpetual, non-exclusive, non-transferable right and license to download, install, execute and use Mobile Apps on Authorized Devices solely to operate Skydio Hardware in accordance with this Agreement;
 - 2.3 if Customer purchases an Advanced Software Package for the use of an Advanced Software, as specified in the Quote, a limited, non-exclusive, non-transferable right and license, during the Skydio License Term of the Advanced Software Package, to use the Advanced Software on Skydio Hardware that Customer purchases from Skydio solely to operate the Skydio Hardware in accordance with this Agreement (**“Advanced Software License”**); and
 - 2.4 a limited, non-exclusive, non-transferable right and license to install solely on Skydio Hardware any Updates to the Onboard Software, if and when provided by Skydio.
- 3 **Additional License Terms.** Additional License Terms. The license rights of Section 2 are limited to the United States, Canada and Japan.
- 3.1 Unless otherwise specified in the applicable Quote, the Advanced Software License is granted on a per-unit basis and it may only be exercised with respect to the specific units of Skydio Hardware identified on the applicable Quote or, if the Quote does not specify such units, then with respect to no more than the total number of Skydio Hardware units authorized on the Quote, or if such total number of units is not specified on the Quote, then only with respect to one (1) single Skydio Hardware unit (**“Authorized Units”**).
 - 3.2 Rights under the Advanced Software License are not transferable between Authorized Units. When an Advanced Software License is exercised on a specific Authorized Unit (by unlocking, activating, accessing or using the Advanced Software on that Authorized Unit), such Advanced Software License, or any rights thereof, cannot be transferred to a different unit of Skydio Hardware, except: (i) if Skydio replaces an Authorized Unit pursuant to a warranty claim, Skydio shall transfer to the replacement Authorized Unit, the Advanced Software License of the inoperable unit that is being replaced, and (ii) if a particular Authorized Unit is rendered permanently inoperable, Skydio shall, upon Customer’s request, transfer the Advanced Software License rights to a replacement Authorized Unit, provided, however, that Skydio may condition such transfer on Customer returning to Skydio the remnants of the inoperable unit or other evidence of its inoperability.
- 4 **Limitations and Restrictions.** Except as otherwise expressly provided in this Agreement, the foregoing license grant excludes any right to, and Customer shall not (and shall not permit others to) do any of the following with respect to the Skydio Software: (i) license, sublicense, sell, resell, rent, lease, transfer, distribute, time share, operate as a service bureau, or otherwise make any of it available for access by third parties; (ii) disassemble, reverse engineer or decompile it; (iii) copy, create derivative works based on or otherwise modify it; (iv) remove or modify a copyright, trademark, logo or other proprietary rights notice or brand labeling in it; (v) use it to reproduce, distribute, display, transmit, or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner; (vi) use it to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or otherwise engage, in a malicious act or disrupt its security, integrity or operation; (vii) install, execute or otherwise reproduce Onboard Software on any device other than the Skydio Hardware on which Skydio originally installed the Onboard Software; (viii) install any Skydio Software on any type of device not approved by Skydio; (ix) disable or otherwise circumvent

Title: Master Services and Purchasing Agreement between Axon and Agency (Online)

Department: Legal

Version: 1.0

Release Date: 3/31/2021

Page 34 of 47



Master Services and Purchasing Agreement between Axon and Agency (Online)

any technological measures in Skydio Software to limit its installation, use or access; (x) unlock, activate, access or use an Advanced Software on any device other than as permitted under an Advanced Software Package purchased by Customer; and (xi) publish or release any benchmarking or performance data applicable to the Skydio Software.

- 5 **Transferability.** Subject to the terms and conditions of this Agreement, Customer may transfer the Base Software, including any relevant Base Software license rights, only on a permanent basis and as part of the sale or transfer of the Skydio Hardware on which the Base Software is loaded, provided that Customer retains no copies of any version of the Skydio Software. With the exception of the Base Software, Customer may not transfer any other Skydio Software or other Skydio Software license rights granted herein to another person or entity without the express written permission of Skydio, unless allowed by applicable law stating that transfer may not be restricted.
- 6 **Evaluation License.** Skydio may make certain Skydio Software available in object code form to end users only for evaluation, training or other limited non-commercial purposes without charging a Fee ("**Evaluation License**"). Where Skydio has provided an Evaluation License, all of the terms of this Agreement shall apply except that (i) Customer's license rights shall be limited to the evaluation of that Skydio Software, (ii) Customer shall not be required to pay a Fee for the evaluation of that Skydio Software and (iii) Skydio shall have the right to revoke the license to the Skydio Software at any time and for any reason.
- 7 **Updates.** The terms and conditions of this Agreement shall apply to all Updates or additional copies of the Skydio Software. Subject to the terms and conditions of this Agreement, including Customer's timely payment of all Fees due and owed to Skydio, Skydio will provide or make available to Customer, during the Support Term, Updates for Base Software, Mobile Apps and any Advanced Software that was enabled under the purchased Advanced Software Package on the Authorized Units. Notwithstanding any other provision of this Agreement, Customer has no license or right to use any Updates to the Advanced Software unless Customer holds a valid license to the Advanced Software and has paid any required Fees for such Advanced Software. Updates are solely provided on a "when-and-if-available" basis and as made generally available by Skydio to its customers. Customer shall promptly install any Updates that Skydio designates as required for the continued safe operation of Skydio Hardware or operation of any Advanced Software.
- 8 **Proprietary Notices.** Customer agrees to maintain and reproduce all copyright and other proprietary notices on all copies, in any form, of the Skydio Software in the same form and manner that such copyright and other proprietary notices are included on the Skydio Software.
- 9 **Intellectual Property.** Customer agrees that all worldwide patent, copyright and other intellectual property rights in the Product, and all copies of the Software however made (including copies pre-installed on the Skydio Hardware purchased by Customer) are the exclusive property of Skydio and its suppliers. All Skydio Software is licensed to Customer, not sold. All rights not expressly granted to Customer in this Agreement are reserved by Skydio and its suppliers. There are no implied licenses under this Agreement.
- 10 **Fees.** Skydio reserves the right to suspend and/or terminate access to the Skydio Software if any undisputed fees for Skydio Hardware or Software are past due. Such suspension or termination shall not relieve Customer from its obligation to pay all undisputed amounts.
- 11 **Third Party Software and Open Source Software.** The Skydio Software may include third party software, and open source software ("**OSS**"), and such software is provided under separate license terms.
 - 11.1 To the extent the licenses for any OSS requires Skydio to make available to Customer the corresponding source code included in the Skydio Software, Customer may obtain a copy of the applicable OSS source code by sending a written request to legal@skydio.com. The OSS license terms shall take precedence over this Agreement to the extent that this Agreement imposes greater restrictions on Customer than the applicable OSS license

Title: Master Services and Purchasing Agreement between Axon and Agency (Online)

Department: Legal

Version: 1.0

Release Date: 3/31/2021

Page 35 of 47

terms. Customer acknowledges receipt of notices for the Open Source Components for the initial delivery of the Skydio Software.

- 11.2 The use of third party software or applications, or the integration of such software or applications with the Skydio Software, (collectively, “**Third Party Applications**”), may result in Customer data or information being transferred to a third party. Skydio is not responsible for, and Customer agrees to hold Skydio harmless, for any data or information transferred to third parties in connection with your use of Third Party Applications.
- 12 **Commercial Item.** The Skydio Software and associated documentation are “commercial items” as defined at FAR 2.101 and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.
- 13 **Term and Termination.** This Agreement is effective upon Skydio Software purchase, activation or download, as applicable, and shall continue until terminated.
- 13.1 **Paid License Term.** Each Advanced Software Package purchased hereunder shall have its own Skydio License Term. Each Skydio License Term shall have an initial term for the time period set forth on the Quote and that the Skydio License Term shall automatically extend for successive additional one (1) year renewal terms thereafter if any (subject to payment of the then-current applicable license fees for each such renewal term) unless either party give notice to the other of its intention not to renew the Skydio License Term at least thirty (30) days before expiration of the then-current initial or renewal term, as the case may be (“**Renewal Terms**”). If a Skydio License Term is not set forth in the Quote, each Skydio License Term shall have an initial term that commences upon the date of provisioning of the Skydio Software and expires one (1) year later; provided, however, that the Skydio License Term shall automatically extend per the Renewal Terms. Unless Skydio terminates this Agreement for breach by Customer, the perpetual licenses to use Base Software shall survive.
- 13.2 **Free or Trial License Term.** If you have obtained a license to a free version of the Skydio Software, then your license will continue until terminated in accordance with this Agreement. If you have obtained a trial license to the Skydio Software, then your license will continue for such time period as may be specified by Skydio with respect to such trial (and if no period is specified, for 30 days). Skydio may terminate a trial license at any time in its sole discretion.
- 13.3 **Termination.** Skydio may terminate Customer's license rights under this Agreement immediately without notice if Customer fails to comply with any terms of this Agreement or Customer fails to make any payment as required hereunder. In no event will termination relieve Customer of its obligation to pay any fees payable for Skydio Hardware or Software. Upon termination or expiration of this Agreement for any reason, Customer shall immediately cease using any Skydio Software and must destroy or return to Skydio all copies of the Skydio Software and associated documentation in its possession or control. The following sections shall survive the termination or expiration of this Agreement: Sections 1, 2(a), 2(b), 2(d), 4, 5 and 7-26.
- 14 **End of Life.** Skydio may discontinue the provision of any Skydio Software, support or Updates in its sole discretion in accordance with, and any licenses granted herein are subject to, Skydio Product End of Life Policy, which is available at <https://support.skydio.com/hc/en-us/articles/360057153714>, and is hereby incorporated by reference herein.



Master Services and Purchasing Agreement between Axon and Agency (Online)

- 15 **Limited Warranty.** The only warranty that Skydio provides with respect to any Skydio products or services is the written limited warranty statement provided with the products or services or as otherwise set forth at <https://skydio.com/warranty-terms> ("**Limited Warranty**").
- 16 **Limitations.** Any use of the Skydio Hardware and Software, including any reliance upon or use of any of the information generated thereby, shall be at Customer's and its authorized users' sole risk. Except as expressly set forth in the Limited Warranty and to the extent permitted by law, the Products are provided "as is" and "as available" without warranty of any kind (all of which are hereby disclaimed), whether express, implied or statutory, including the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty set forth in the Limited Warranty and by the provisions in this Agreement. Skydio's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Skydio Products or any service will not exceed the amounts paid by Customer in the 12 months prior to the action giving rise to the liability. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.
- 17 **Safety and Compliance.** Customer and Customer's authorized users agree to use the Skydio Hardware only in a manner that complies with all laws. Customer shall ensure that it and its authorized users operate product in accordance with the information and warnings set forth at <https://www.skydio.com/safety> (the "**Safety and Operating Guide**"). Customer acknowledges that improper operation of the unmanned aircraft systems may cause injury to persons or property. Customer shall at all times comply with all applicable local, state, national, and international laws and regulations related to the operation of unmanned aircraft systems in any territory of operation, including any applicable laws and orders with regard to privacy, pilot licensure, operating within visual line of sight (unless the Customer has received proper approval from a civil aviation authority waiving such limitation), detecting and avoiding other aircraft, and airspace restrictions (such as temporary flight restrictions issued by Federal Aviation Administration or other appropriate government agencies). Customer shall obtain and maintain all necessary licenses, consent, and authorizations of any kind necessary to operate unmanned aircraft systems.
- 18 **Feedback.** If Customer or Customer's authorized users send Skydio comments, suggestions, ideas, materials, notes, drawings, concepts or other information (collectively, "**Submissions**"), Customer and Customer's authorized users (as applicable) grant to Skydio a worldwide, non-exclusive, perpetual, irrevocable, transferable, sub-licensable, royalty-free license to use, copy, modify, publicly display, publicly perform, distribute and otherwise exploit the Submissions. None of the Submissions shall be subject to any obligation of confidentiality on Skydio's part, and Skydio shall not be liable for any use or disclosure of any Submissions.
- 19 **Privacy.** Skydio shall, in providing the Products, comply with Skydio Privacy Policy to the extent that Customer provides Skydio with personally identifiable information.
- 20 **Mapbox Terms.** The Mobile App uses features and content provided by Mapbox, such as maps and locations on a map. Use of any such Mapbox features and content is subject to the then-current version of Mapbox's terms and privacy policy, which can be found at <https://www.mapbox.com/legal/tos/> , including the Mapbox Government Terms of Service, which can be found at <https://www.mapbox.com/legal/usg-tos>, and you hereby agree to comply with such terms. You can opt out of location telemetry reporting pursuant to such terms.
- 21 **Services.** In accordance with this Agreement, so long as Customer timely pays all amounts owed hereunder, Skydio shall render to Customer, during the applicable Skydio License Term of each Advanced Software Package purchased herunder, the support services consisting of: (a) providing Customer's named Administrators (defined below) with consultation in English, via telephone and email, during Skydio's normal business hours (9AM to 5PM PST) to assist in using the Advanced Software licensed under the Advanced Software Package; and (b) making reasonable efforts to

Title: Master Services and Purchasing Agreement between Axon and Agency (Online)

Department: Legal

Version: 1.0

Release Date: 3/31/2021

Page 37 of 47



Master Services and Purchasing Agreement between Axon and Agency (Online)

correct any critical error in the Advanced Software that causes the Advanced Software to be inoperable (“**Error**”), all in accordance with Skydio’s support policies published on its Website, as updated from time to time. Errors do not include, and Skydio has no obligation to correct, malfunctions caused in whole or in part by modification of Software, the operation of third-party products or the integration of Software with or into third-party products, improper installation of the Advanced Software or other Software, or the use of Software other than in accordance with the applicable specifications provided by Skydio. Support is only available for the current and single prior major release of Advanced Software. No other services are included under this Agreement.

- 22 **Administrators.** Customer shall designate up to three (3) of its employees to administer the Services on its behalf and serve as points of contact in communicating with us, as set forth in the applicable Confirmation or as otherwise agreed by the parties in writing (“**Administrators**”). If a person named as an Administrator leaves Customer’s employ, Customer may designate another one of its employees to serve as Administrator to replace the departing employee.
- 23 **Indemnification.** Skydio will indemnify Customer’s officers, directors, and employees (“**Customer Indemnitees**”) against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Customer Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Skydio under this Agreement, except to the extent of Customer’s negligence or willful misconduct, or claims under workers compensation.
- 24 **IP Indemnification.** Skydio will indemnify Customer Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Skydio Products or services infringes or misappropriates the third-party’s intellectual property rights. Customer must promptly provide Skydio with written notice of such claim, tender to Skydio the defense or settlement of such claim at Skydio’s expense and cooperate fully with Skydio in the defense or settlement of such claim. Skydio’s IP indemnification obligations do not apply to claims based on (a) modification of Skydio Products or services by Customer or a third-party not approved by Skydio; (b) use of Skydio Products and services in combination with hardware or services not approved by Skydio; (c) use of Skydio Products and services other than as permitted in this Agreement; or (d) use of Skydio Software that is not the most current release provided by Skydio.
- 25 **Customer Responsibilities.** Customer is responsible for (a) Customer’s use of Skydio Products; (b) breach of this Agreement or violation of applicable law by Customer or a Customer’s authorized end user; and (c) a dispute between Customer and a third-party over Customer’s use of Skydio Products.
- 26 **Export Sales and Export Controls.** Customer acknowledges that the Skydio Products, services and technology are subject to export controls under the laws and regulations of the United States (U.S.). Customer shall comply with such laws and regulations governing use, export, re-export, and transfer of Skydio Products, services and technology and shall obtain all required U.S. and local authorizations, permits, or licenses. Skydio and Customer each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations and licenses, and to take timely action to obtain all required supporting documentation.

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Axon Commander™ Software Appendix

- 5 **License.** Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license



Master Services and Purchasing Agreement between Axon and Agency (Online)

to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.

- 6 **Term**. The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.
- 7 **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 7.1 modify, tamper with, repair, or otherwise create derivative works of Commander;
 - 7.2 reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
 - 7.3 access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
 - 7.4 copy Commander in whole or part, except as expressly permitted in this Agreement;
 - 7.5 use trade secret information contained in Commander;
 - 7.6 resell, rent, loan or sublicense Commander;
 - 7.7 access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; or
 - 7.8 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.
- 8 **Support**. Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.
- 9 **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Commander.

Axon Application Programming Interface Appendix

- 1 **Definitions.**

"API Client" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

"API Interface" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

"Axon Evidence Partner API, API or AXON API" (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

"Use" means any operation on Agency's data enabled by the supported API functionality.
- 2 **Purpose and License.**
 - 2.1 Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
 - 2.2 Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
 - 2.3 Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.
- 3 **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.
- 4 **Agency Responsibilities.** When using API Service, Agency and its end users may not:
 - 4.1 use API Service in any way other than as expressly permitted under this Agreement;
 - 4.2 use in any way that results in, or could result in, any security breach to Axon;
 - 4.3 perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
 - 4.4 interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
 - 4.5 reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
 - 4.6 create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
 - 4.7 provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
 - 4.8 frame or mirror API Service on any other server, or wireless or Internet-based device;
 - 4.9 make available to a third-party, any token, key, password or other login credentials to API Service;
 - 4.10 take any action or inaction resulting in illegal, unauthorized or improper purposes; or disclose Axon's API manual.
- 5 **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

- 5.1 the design, structure and naming of API Service fields in all responses and requests;
 - 5.2 the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
 - 5.3 the structure of and relationship of API Service resources; and
 - 5.4 the design of API Service, in any part or as a whole.
- 6 **Prohibitions on API Content.** Neither Agency nor its end users will use API content returned from the API Interface to:
- 6.1 scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2 copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3 misrepresent the source or ownership; or
 - 6.4 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
- 7 **API Updates.** Axon may update or modify the API Service from time to time (“**API Update**”). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency’s API Client required as a result of such API Update. API Updates may adversely affect how Agency’s API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.



Advanced User Management Appendix

- 1 **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management (“**SCIM**”), and (c) automate group creation and management through SCIM.

- 2 **Advanced User Management Configuration.** Agency will work independently to configure Agency’s Advanced User Management for Agency’s applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.

Axon Channel Services Appendix

- 1 **Definitions.**

"Axon Digital Evidence Management System" means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

"Active Channel" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

"Inactive Channel" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
- 2 **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
- 3 **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
- 4 **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
- 5 **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
- 6 **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.
- 7 **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:
 - 7.1 Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 7.2 Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 7.3 Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 7.4 Ensure all appropriate data backups are performed;
 - 7.5 Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
 - 7.6 Notify Axon of any network or machine maintenance that may impact the performance of



Master Services and Purchasing Agreement between Axon and Agency (Online)

- the Channel Services; and
- 7.7** Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

VIEVU Data Migration Appendix

- 1 **Scope.** Agency currently has legacy data in the VIEVU Solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence (“**Migration**”). Before Migration, Agency and Axon will work together to develop a Statement of Work (“**Migration SOW**”) to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency’s request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon’s resource availability.

A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

- 2 **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 3 **Project Management.** Axon will assign a Project Manager to work closely with Agency’s project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
- 4 **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
- 5 **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon’s Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration
- 6 **Acceptance.** Once the Migration is complete, Axon will notify Agency and an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

In the event Agency does not accept the Migration, Agency agrees to notify the Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide the Axon written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 90 days after the Migration.

- 7 **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency 90 days’ notice before ending support for the VIEVU solution.
- 8 **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
- 9 **Monitoring.** Axon may monitor Agency’s use of Migration to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency’s use of Migration.

Axon Support Engineer Appendix

- 1 **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer (“**ASE**”) services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.
- 2 **Full-Time ASE Scope of Services.**
 - 2.1 A Full-Time ASE will work on-site four (4) days per week.
 - 2.2 Agency’s Axon sales representative and Axon’s Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency’s needs and availability of a Full-Time ASE.
 - 2.3 The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.

The Full-Time ASE Service options are listed below:

Ongoing System Set-up and Configuration - Assisting with assigning cameras and registering docks - Maintaining Agency’s Axon Evidence account - Connecting Agency to “Early Access” programs for new devices
Account Maintenance - Conducting on-site training on new features and devices for Agency leadership team(s) - Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program - Conducting weekly meetings to cover current issues and program status
Data Analysis - Providing on-demand Axon usage data to identify trends and insights for improving daily workflows - Comparing Agency’s Axon usage and trends to peers to establish best practices - Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support - Providing on-site, tier 1 and tier 2 technical support for Axon devices - Proactively monitoring the health of Axon equipment - Creating and monitoring RMAs on-site - Providing Axon app support - Monitoring and testing new firmware and workflows before they are released to Agency’s production environment
Agency Advocacy - Coordinating bi-annual voice of customer meetings with Axon’s Device Management team - Recording and tracking Agency feature requests and major bugs

- 3 **Regional ASE Scope of Services**
 - 3.1 A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.
 - 3.2 There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.
 - 3.3 The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.

The Regional ASE service options are listed below:



Master Services and Purchasing Agreement between Axon and Agency (Online)

Account Maintenance

- Conducting remote training on new features and devices for Agency's leadership
- Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
- Conducting weekly conference calls to cover current issues and program status
- Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices

Direct Support

- Providing remote, tier 1 and tier 2 technical support for Axon devices
- Creating and monitoring RMAs remotely

Data Analysis

- Providing quarterly Axon usage data to identify trends and program efficiency opportunities
- Comparing an Agency's Axon usage and trends to peers to establish best practices
- Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

- Coordinating bi-yearly Voice of Agency meetings with Device Management team
- Recording and tracking Agency feature requests and major bugs

- 4 **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
- 5 **ASE Leave Time.** The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.

Alvin Police Department



Recruiting/Hiring Update &
Mental Health Officer Position

Alvin Police Department



- 59 Authorized Sworn Officer Positions*
- 52 Current Staffing (includes 1 in training and 1 out on medical/injury)
- 2 Have announced retirement plans
- 2 Have announced applications at larger agencies (pay/opportunity/home location)
- Note* the positions we have open are all new positions

Alvin Police Department



- Starting Certified Salary: \$51,729.60 annually (increasing after 1 year of service)
- Experience: 5 years or more experience moves to \$57,324.80 after probation.
- Top Out Salary: \$68,556.80 annually

Alvin Police Department



- Longevity: \$3.70 per year of service
- Vacation: Two weeks, accrued: up to five weeks annually based on tenure
- Shift Differential: \$1.00 per hour;
Step-Up Pay: \$1.00 per hour
- Holiday Pay: 10 hours of holiday benefit + hours worked x 1.5 pay rate (up to 12 hrs)

Alvin Police Department



- Overtime Pay: One and one-half times the officer's regular rate
- Equipment Allowance: \$1,860 annually
- Benefits: Health, Life & Disability insurance (employee health and half of family health paid by city).

Alvin Police Department



- TMRS: 7% employee contribution - 14% employer contribution
- Certification and Education Pay: \$360.00 - \$3,240.00 annually
- Bilingual Pay: \$600 a year
- Floating Holiday available if employed by January 1st of the year

Alvin Police Department



- Certified hiring incentive \$3,000 for successful completion of FTO training.
- Additional \$3,000 for successful completion of probationary period.
- Starting Pay non-certified (Police Cadet) \$21.21 hour, increases to starting certified pay upon successful TCOLE certification.

Alvin Police Department



- We pay for academy and all costs if hired pre-certification and not already in an academy.
- Moving reimbursement up to \$3,000 both certified and non-certified are eligible.

Alvin Police Department



- Must be 21-44 years of age
- Must have a high school diploma OR
- GED and 12-hours of college credit from an accredited college with at least a 2.0 gpa (C average) on a 4.0 scale OR
- 2 years of U.S. Military service with an Honorable Discharge

Alvin Police Department



- Must be able to pass a background investigation to include polygraph, psychological, and physical (including drug screen)
- Must pass a physical agility test
- Must be a U.S. Citizen
- Must be eligible for TCOLE Certification or already hold a TCOLE Basic Peace Officer Certification

Alvin Police Department



- Issues in Recruiting.....

Police Forces Face Recruiting Crisis Nationwide Due to Low Morale



News *

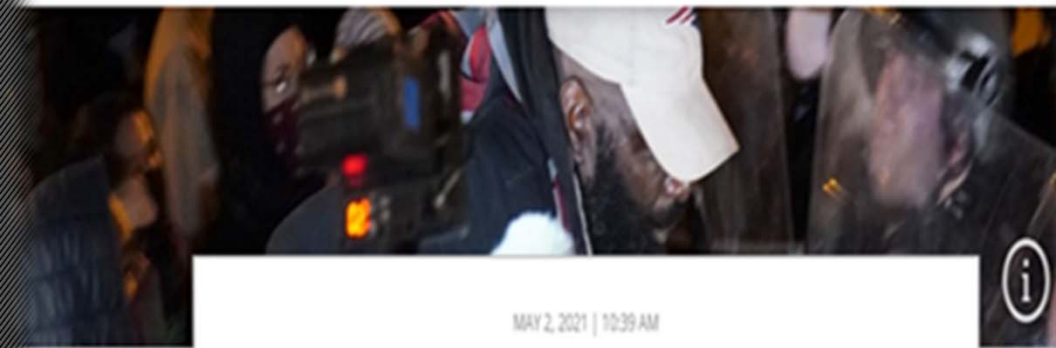
Programs *

Families & Children *

Arts & Culture *

Events

Support WITF *



MAY 2, 2021 | 10:39 AM

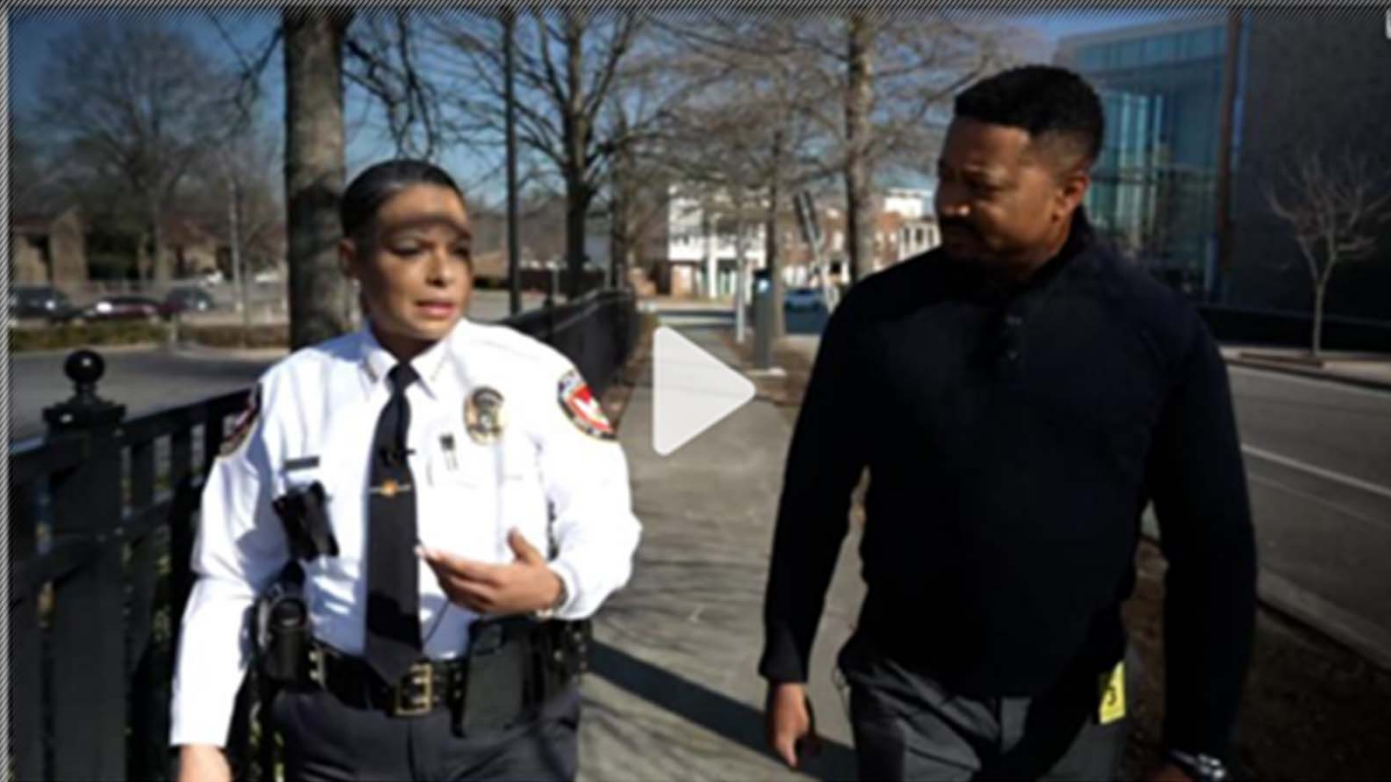
Police forces see recruitment struggles, surge in retirements

By Mensah M. Dean, Julie Shaw and Vinny Vella/The Philadelphia Inquirer

(Philadelphia) — Amid growing calls for police reform and national debate over the deadly use of force, police departments in Philadelphia and beyond are struggling to retain and attract officers, law enforcement officials say.

Across the region and the nation, police officials and union leaders described the state of recruiting as in "crisis" mode.





'One bullet away from death and one mistake from indictment': Inside the police staffing crisis

Anderson Cooper 360

In a growing number of American cities, if you call the police, there are fewer officers taking the call. Ryan Young examines the myriad of factors impacting police forces' ability to recruit and maintain officers. Source: CNN

Latest Videos (16 Videos)



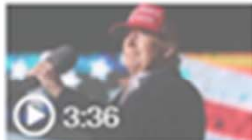
'One bullet away from death and one mistake from



Santa Ana Winds for Southern California as



GOP senator: I'm not here to be a representative of



WaPo report details use of 'burn bags' for



Jake Tapp Manchin a future of B

Alvin Police Department



- Issues in Recruiting/Retention
 - Tight labor market
 - Further decrease in already downward trend of interest (changes in society, lack of appreciation, generational, poor public perception of LE)
 - Pay
 - Complexity
 - Psychological toll (STRESS - suicide rate 40% higher than general population)

Alvin Police Department



- Physical danger (522 LDD 2021, 36 in the first 38 days of 2022)
- Traditional source decrease (family, military)
- Shift Work
- Self-Advocacy (Generational – expectations of ability to promote, become detective, join SWAT etc. within a short time of employment)

Alvin Police Department



- Time it takes overall to become an officer...

Alvin Police Department



- The hiring processes is one of the best human resources tools available to police departments, the process is costly, tedious, lengthy and invasive compared to other fields.

Alvin Police Department



- A 45-page application, physical agility test, extended background check, psychological testing and polygraph are exhaustive compared to hiring practices of other jobs offering comparable compensation. The law enforcement hiring process can take months, whereas in the civilian world, an application, interview, criminal history and drug test can be completed in just days.

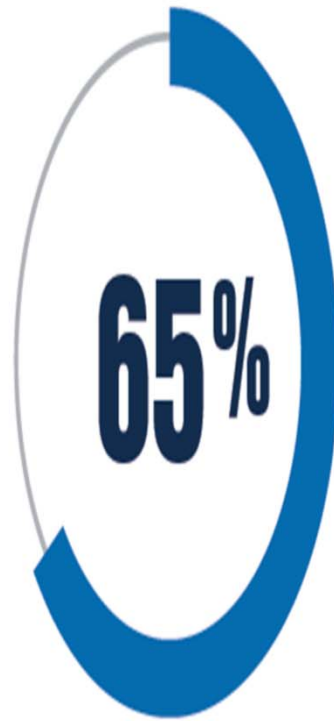
Alvin Police Department



- The hiring process is before an almost 6-month long Field Training Program which, if the candidate not certified, is preceded by an almost 6-month long police academy.



of agencies
reported having
difficulty in
recruiting qualified
candidates



of agencies
reported having
too few candidates
applying to be
law enforcement
officers



of agencies
reported that
recruiting is more
difficult today
than it was five
years ago



of agencies reported
having to change
agency policies in
order to increase the
chances of gaining
qualified applicants



of agencies reported
having to reduce or
eliminate certain
agency services,
units, or positions
because of staffing
difficulties

	Date	Vacancies	Applicants	Tested	Pass Test	Pass Phy Agil	Hired	Dismissed Quit
1	8/1/16	2	58	16	13	9	5	1
2	4/1/17	2	25	9	5	4	3	3
3	7/1/18	1	17	12	6	6	2	
4	5/1/19	1	41	14	9	8	1	
5	8/1/19	3-6	23	9	3	2	1	1
6	9/1/19	1-3	45	20	9	7	2	1
7	6/1/20	1-3	28	11	5	5	2	1
8	1/1/21	4	53	21	10	8	2	
9	4/1/21	4	62	31	21	19	3	
10	9/1/21	1-6	91	23	15	12	3	2
11	10/1/21	7	67	18	11	11	1	
			510	184	107	91	25	9
				36%	58%	85%	27%	36%
			46	17.72 per test	21%	18%	5%	

Alvin Police Department



- Increased Social Media Usage
- Increased participation in Job Fairs
- Highlight Benefits
- Retirement
- Health Insurance
- Hiring Bonus \$6,000
- Moving Incentive \$3,000



Alvin Police Department

Published by Tim Hubbard · March 15, 2021 ·

Update: We'll be testing April 26, 2021. Deadline for applications is April 21, 2021!

The Alvin Police Department is hiring! Details can be found on the APD recruiting website at <https://www.alvin-tx.gov/page/Police.Recruiting>.

Submit completed applications via the City of Alvin Human Resources website at <https://www.alvin-tx.gov/page/personnel.home>.

TCOLE-certified officers qualify for a \$6,000 hiring incentive!

Apply today to become a part of the team!

Are YOU
Up To



The



Our Team

The Alvin Police Department currently includes 50 sworn officers and 20 civilian positions including detention, communications, records, and victim's assistance. Sworn positions include patrol, investigations, property and evidence officer, and administration.

The department strives to recruit and train highly motivated, competent officers to join a fast-paced, hard-working team, dedicated to improving the safety and quality of life of the Alvin community.

If you're looking for an opportunity to contribute to a department offering an opportunity to see just about everything, the Alvin Police Department may be what you're looking for. The Patrol Division responded to over 32,800 calls in 2019! Calls ran the gamut from traffic accidents, suspicious circumstances, and burglaries, to disturbances, drunk drivers, and homicides. Alvin officers have the opportunity to experience many different types of calls and incidents, making their on-the-job training opportunities the best you'll find. You'll do things officers in other departments never get to do! We also pride ourselves on providing a large amount of available in-house training as well as many opportunities to take advantage of outside specialized training.

Our Investigations Division boasts detectives focusing in regular crimes, homicide, sex crimes, fraud, burglary, and everything in between. They attend the best training and conferences to keep their edges, and stay abreast of the latest in investigation methods and technology. Our team includes some of the best interviewers and interrogators in the area.

Compensation

- \$50,731/yr. starting salary with annual step increases
- Uniforms provided, along with monthly equipment allowance
- Experienced hires can start at three-year pay
- Two to five weeks vacation based on tenure
- Paid holidays
- 100% medical/dental paid for employee, 50% for dependents
- Education/Certification pay
- TMR's Retirement with 2 / 1 employer match
- Shift differential
- Bilingual stipend
- Longevity pay



Requirements

- 21 years of age
- Oral review board

Alvin Police Department

- Recruiting
 - Houston
 - Dallas/Ft Worth
 - Austin
 - San Antonio
 - Sam Houston
 - PO Academies (either in person or via hiring announcements)



It's everything you ever want.

It's everything you ever need.

JOIN NOW!

It's right here in front of you.

This is where you want to be.



www.alvin-tx.com



ALVIN POLICE DEPARTMENT



INVESTIGATIONS

BIKE PATROL



SWAT TEAM

K-9 OFFICER



ALVIN POLICE DEPARTMENT



FOR MORE INFORMATION
VISIT - ALVIN-TX.GOV

Alvin Police Department



- Current mental health training for officers
 - Excited delirium
 - Mental Impairment
 - Online and in person
 - Crisis intervention
 - 24 to 40 hours

Alvin Police Department



- Interaction with MH for first responder
- General Mental Health
 - Had different MHMR groups come in and conduct training
- These are in addition to what was required in the academy

Alvin Police Department



- Mental Health Officer
 - Currently appointed as a peace officer, county jailer or justice of the peace;
 - At least two years experience as a peace officer, county jailer, or justice of the peace;
 - If not currently a commissioned peace officer or county jailer, an applicant must meet the current enrollment standards;
 - If an applicant is a commissioned peace officer or county jailer, an applicant must not ever have had a license or certificate issued by the commission suspended or revoked;

Alvin Police Department



- Mental Health Officer
 - If an applicant is a commissioned peace officer or county jailer, an applicant must have met the continuing education requirements for the previous training cycle;
 - Successful completion of a training course in emergency first aid and lifesaving techniques (Red Cross or equivalent 8-24 hours); and

Alvin Police Department



- Mental Health Officer
 - Successful completion of the current mental health peace officer training course, pass the approved written examination for mental health officer proficiency, with a score of 80% or better, and pass the skills-based exam with a grade of satisfactory. TCOLE # 4001 40-hours minimum
 - 40-hour Crisis Intervention Training (CIT) within 2-years of certification if not part of BPOC (Basic Peace Officer Course)

Alvin Police Department



- Mental Health Officer
 - We have contacted agencies across the State via TPCA and regional contacts and have created an initial policy
 - Reviewing software applications available to enable documentation of individuals and information needed to assist them
 - Staffing (discussed during budget meeting last year)