

City of Alvin, Texas

Paul Horn, Mayor

Gabe Adame, Mayor Pro-tem, District E
Keko Moore, At Large Pos. 1
Joel Castro, At Large Pos. 2
Martin Vela, District A



Chris Vaughn, District B
Richard Garivey, District C
Glenn Starkey, District D

Alvin City Council AGENDA

November 17, 2022

7:00 PM

(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 and Executive Session of the City Council of the City of Alvin, Texas, to be held on **NOVEMBER 17, 2022**, at 7:00 PM in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

- A. Proclamations in honor of Senior Citizen Board member's Barbara Biggers, Nell Shimek, and Beverly Kimbrough.
- B. Annual Update from Texas Pride
- C. Parks & Recreation Annual Departmental Presentation

4. PUBLIC COMMENT

5. PUBLIC HEARING

- A. Public hearing to consider an ordinance ordaining the City's participation in the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Chapter 2303 of the Texas Government Code, providing tax incentives, designating a liaison for communication with interested parties, and nominating Maxter Healthcare, Inc. to the Office of the Governor Economic Development & Tourism (EDT) through the Economic Development Bank as a Triple Jumbo Enterprise Project.

6. CONSENT AGENDA

- A. Consider approval of the November 3, 2022, City Council meeting minutes.
- B. Consider a twenty-four (24) month Government Agency Agreement with Flock Group, Inc., for twenty-six (26) Automatic License Plate Reading (ALPR) cameras for an amount not to exceed \$80,900.00 in FY23, and authorize the City Manager to sign upon legal review.

7. OTHER BUSINESS

- A. Consider Ordinance 22-AAA of the City Council of the City of Alvin, Texas, ordaining the City's participation in the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code (Act), providing tax incentives, designating a liaison for communication with interested parties, and nominating Maxter Healthcare, Inc. to the Office of the Governor Economic Development & Tourism (EDT) through the Economic Development Bank (Bank) as a Triple Jumbo Enterprise Project (Project).
- B. Consider a 120-month contract with Axon Enterprise, Inc., for twenty-five (25) Axon Fleet 3 in-car camera systems, for an amount not to exceed \$40,579.95 per year for ten (10) years.
- C. 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.

8. REPORTS FROM THE CITY MANAGER

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

9. 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.

10. EXECUTIVE SESSION

City Council will meet in Executive Session pursuant to:

- A. **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.
- B. **Section 551.072** of the Local Government Code provides as follows: Deliberation regarding the purchase, exchange, lease, or value of real properties.

11. RECONVENE TO OPEN SESSION

- A. Consider possible action regarding the appointment of a Fire Administrator.

12. 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 November 14, 2022, at 5:00 p.m.**



/s/ Dixie Roberts
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).**



Office of the Mayor, City of Alvin, Texas

Proclamation

WHEREAS, Barbara Biggers has served as a member of the City's Senior Citizens Board for 26 years (1996 – 2022) making recommendations to City Council with great wisdom and insight for the positive development of the City of Alvin and;

WHEREAS, Ms. Biggers dutifully served on the initial Senior Development Committee which helped design the current Senior Center Facility; and

WHEREAS, Ms. Biggers was the first Senior Citizens Board President, serving in that position for twenty years, and continues to support Alvin Senior Center to this day; and

NOW, THEREFORE, I, Paul A. Horn, as Mayor of the City of Alvin, Texas and on behalf of the City Council do hereby proclaim recognition of:

Barbara Biggers

by the City of Alvin and Honoring her service to the City of Alvin, it's employees and residents.

WITNESS my hand and seal this
17th day of November 2022.

Paul A. Horn, Mayor



Office of the Mayor, City of Alvin, Texas

Proclamation

WHEREAS, Nell Shimek has served as a member of the City's Senior Citizens Board for 14 years (2008 – 2022) making recommendations to City Council with great wisdom and insight for the positive development of the City of Alvin and;

WHEREAS, Ms. Shimek was instrumental in advancing the needs of the growing Senior Center, ever the advocate for vehicles, signage and staff; and

WHEREAS, Ms. Shimek dutifully served as President of the Senior Board for two years as well as the Alvin Garden Club, and the Lone Star Daylily Club and continues to support the Alvin Senior Center to this day; and

NOW, THEREFORE, I, Paul A. Horn, as Mayor of the City of Alvin, Texas and on behalf of the City Council do hereby proclaim recognition of:

Nell Shimek

by the City of Alvin and Honoring her service to the City of Alvin, it's employees and residents.

WITNESS my hand and seal this
17th day of November 2022.

Paul A. Horn, Mayor



Office of the Mayor, City of Alvin, Texas

Proclamation

WHEREAS, Beverly Kimbrough has served as a member of the City's Senior Citizens Board for 17 years (2005 – 2022) making recommendations to City Council with great wisdom and insight for the positive development of the City of Alvin and;

WHEREAS, Ms. Kimbrough preserved the precious history of the Senior Citizens Board by serving as Historian for 16 years; and

WHEREAS, Ms. Kimbrough pioneered a painting class, serving as instructor, establishing the most popular class at the Senior Center, still being offered today; and

NOW, THEREFORE, I, Paul A. Horn, as Mayor of the City of Alvin, Texas and on behalf of the City Council do hereby proclaim recognition of:

Beverly Kimbrough

by the City of Alvin and Honoring her service to the City of Alvin, it's employees and residents.

WITNESS my hand and seal this
17th day of November 2022.

Paul A. Horn, Mayor

City of Alvin

Summary of Service



TEXAS PRIDE
DISPOSAL

Summary of Service

Residential:

- 7,265 current residential accounts
- 7 garbage routes and 5 recycle routes collected weekly
- Monthly bulk collection, typically running over a two-day period

Commercial:

- 581 dumpster accounts
 - 7,203 weekly cubic yards collected
- 226 hand collect accounts
- 15 commercial recycling accounts
 - 254 weekly cubic yards collected

Roll-Off:

- Average 33 pulls per week



TEXAS PRIDE
DISPOSAL

Summary of 2022 Residential Inquiries

Current House Count: 7,265

Total Residential Services Provided,
Jan 1 through Oct 31:
623,606

Missed Collections: 73

Service Accuracy: 99.9998%



TEXAS PRIDE
DISPOSAL

Current Operating Environment:

Pandemic:

- Volumes remain elevated by 15-20% from pre-pandemic
 - Amazon effect
- Safety protocols remain in place

Labor:

- Labor market has improved over recent months
- Inflation causing pressure on wages

Supply Chain:

- Remains a challenge for parts. Trickle down is extended delays on new equipment, down time, and availability
 - Additional rentals currently in fleet to offset



Our New Location

As of September, we have moved into a new facility just 20 minutes north of Alvin off Hwy 35 just inside the Beltway. Improvements include:

- Expanded maintenance facility
- Increase from 4.5 to 10 acres
- Safer set up for equipment parking and employee accessibility
- Centralized container management program
 - Professional customer support setup



TEXAS PRIDE
DISPOSAL

Questions

We are honored to serve and partner with the City of Alvin.

Thank you!



TEXAS PRIDE
DISPOSAL



PARKS & RECREATION

Departmental Update

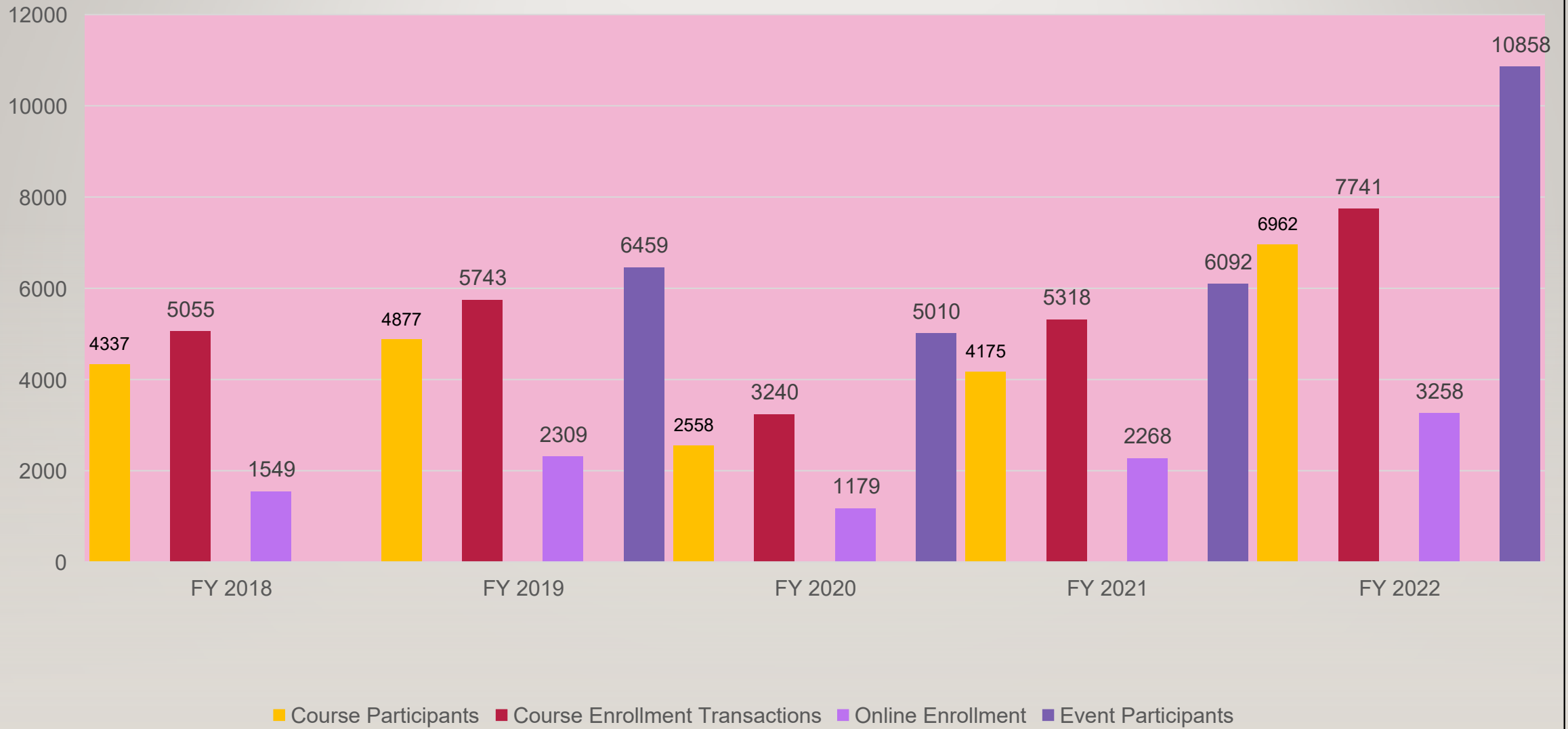


PARKS & RECREATION

- Public Services Facility, Recreation Station & Sr. Center
- 15 full time employees, 8 part time employees
- Administrative, Recreation, Facility Maintenance, Park Maintenance, Senior Center
- Mission Statement
“Provide consistent superior service to all Alvin community members in the areas of Recreation, Administration, Park Operations, Senior Center and Facility Maintenance.”



Participation YOY





RECREATION SERVICES

Programs

- Offer quality, cost effective and diverse recreational programming to our community members!
- Enhance Quality of Life and Quality of Place!





RECREATION SERVICES

Senior Center / Adults ages 50+

- 10,000 square foot building hosts recreation programs, various meetings and celebrations
- Central point for community gatherings





RECREATION SERVICES

Community Wide Events





RECREATION SERVICES

Partnerships





ADMINISTRATIVE SERVICES

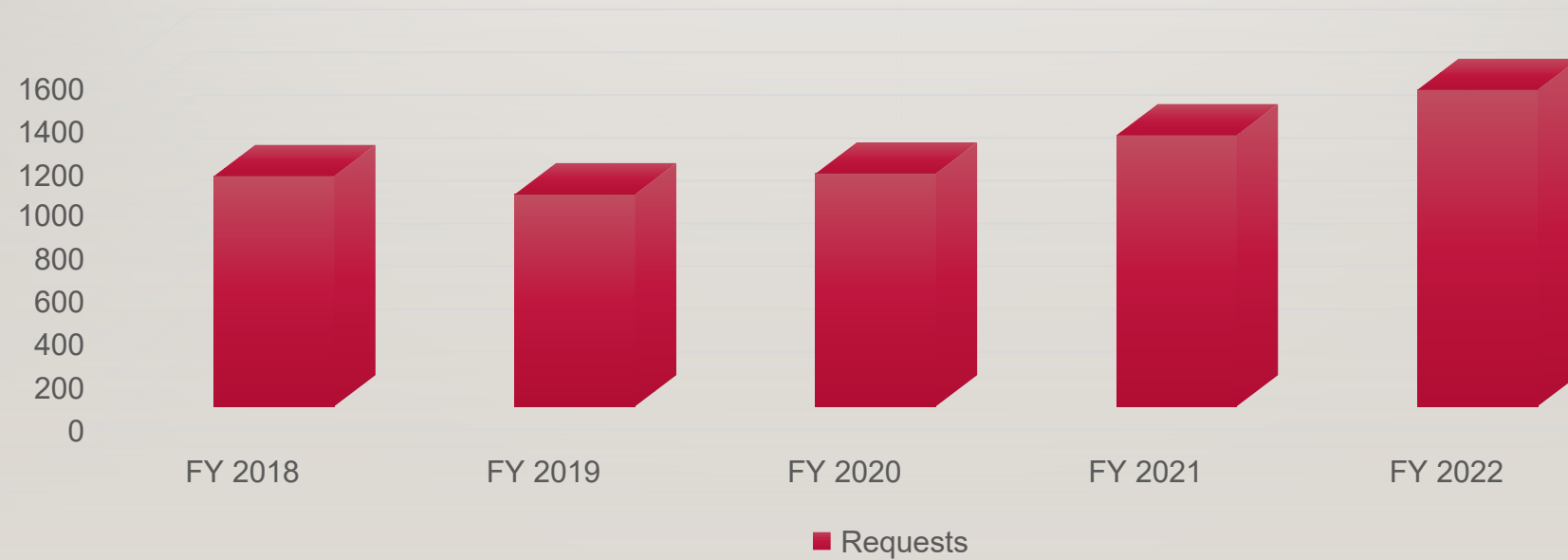
- Community Service Work Program
- Contract Management
- Work order management
- Registrations and Reservations
- Emergency Management Planning and Preparation
- Billing and collections
- Produce and manage annual budget





PARK & FACILITY MAINTENANCE SERVICES

Work Order Requests





FACILITY MAINTENANCE SERVICES

- Responsible for building maintenance of sixteen city buildings, twenty-two emergency generators, Bob Owen municipal pool & all playground equipment & park structures and irrigation
- The total approximate square footage is 250,000, which is more than three White Houses combined!





PARK MAINTENANCE SERVICES

- Oversee the grounds maintenance of approximately 110 acres of parkland, green space and Oak Park Cemetery
- Equivalent to over 83 football fields





PARK MAINTENANCE SERVICES

Partnerships





PARK CAPITAL IMPROVEMENTS





Awards & Recognition

- 2011-2017 – KaBoom! “Playful City” designation
- 2015 – KaBoom! playground grant award
- 2016 – H-GAC park planning Honorable Mention
- 2017 – H-GAC park project Special Recognition
- 2018 – National Oak Park voted “Best Park”
- 2018 - NRPA photo contest winner
- 2019 – KaBoom! playground grant award
- 2019 – National Oak Park voted “Best Park”
- 2020 – H-GAC park project Special Recognition



Questions

- <https://www.facebook.com/alvinparksandrecreation/>
- www.alvin-tx.gov
 - > departments & utilities
 - > parks and recreation

Daniel Kelinske

CPRP, LPA

City of Alvin

Director, Parks and Recreation

(281) 388-4290 Work

dlkelinske@cityofalvin.com

1100 W. Highway 6 Alvin, TX 775...

www.alvin-tx.gov

Office Hours: Mon-Thurs 7 a.m. – 6:00 p.m.

Serving with Pride





AGENDA COMMENTARY

Meeting Date: 11/17/2022

Department: City Secretary

Contact: Sara Cruz, Deputy City Secretary

Agenda Item: Consider approval of the November 3, 2022, City Council meeting minutes.

Type of Item: Action Item

Summary:

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:** 11/9/2022
Finance Review Required: N/A ☐ Required ☐ **Date Completed:**

Supporting documents attached:

1. Council Minutes 110322
-

Recommendation:

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

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

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY NOVEMBER 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 Gabe Adame; Councilmembers: Martin Vela, Keko Moore, Glenn Starkey, Richard Garivey, and Chris Vaughn.

Staff members present: Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Michael Higgins, Director of Administrative Services; Michelle Segovia, City Engineer; Brandon Moody, Director of Public Services and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Horn gave the invocation. Council member Vaughn led the Pledge of Allegiance to the American Flag. Council member Moore led the Pledge to the Texas Flag.

PRESENTATIONS

Alvin Police Department Promotions: Jay Jackson to Police Sergeant and Matthew Jrab to Specialist/Corporal.

Chief Lee presented pins to Jay Jackson and Matthew Jrab who were accompanied by family members.

Presentation of the Fall 2022 Alvin Upfront Citizens Academy Course Completion Certificates.
We would like to take time to formally recognize participants from the 2022 Alvin Upfront Citizens Academy by having Mayor Horn present each graduate with a Certificate of Completion.

Alvin Upfront is a 7-week course on City government operations and activities. Citizens Academy provides residents an up-close and in-depth look at the operation of their municipal government. It is designed to educate and encourage citizens to become more engaged and assume a leadership role within the community. We believe that strengthening our relationship with citizens creates a more effective community. This year we had fifteen participants and tonight we delight in recognizing them for their commitment to our community.

2022 Registrants:

Winston Matranga, Darlene Matranga, Andy Summa, Susana Diren, Ignacio Martinez, Stephen Garcia, Darice Mulholland.

Proclamation honoring Municipal Court Week.

Mayor Horn presented the proclamation to Court Staff for the upcoming National Municipal Court Week, November 7-11, 2022.

Annual Departmental Presentation – Police Department and Alvin Animal Adoption Center. Chief Lee and Autumn Miller, AAAC Shelter Manager, presented annual department presentation.

PUBLIC COMMENT

Dick Tyson began his comments by mentioning he is on the ballot. He also mentioned several local news publications. Mr. Tyson explained the importance of learning from history and using those public resources to educate ourselves.

CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION

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

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

Accept resignation from Senior Citizens Board member, Marie Hodges.

The City Secretary's office received a letter from Marie Hodges resigning from the Senior Board for her term ending in December 2022. This agenda item is the formal acceptance of her resignation. Ms. Hodges has served on the Senior's Board since 2016

City Council can appoint a new member at the board and commission appointments in December.

Call a public hearing for Thursday, November 17, 2022, at 7:00 p.m. at Alvin City Hall, 216 West Sealy to consider an ordinance ordaining the City's participation in the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code, providing tax incentives, designating a liaison for communication with interested parties, and nominating Maxter Healthcare, Inc. to the Office of the Governor Economic Development & Tourism (EDT) through the Economic Development Bank as a Triple Jumbo Enterprise Project.

This item is calling a public hearing for the next City Council meeting scheduled for Thursday, November 17, 2022, at 7:00 p.m. regarding a proposed ordinance to be considered that would establish the City's participation in the Texas Enterprise Zone Program. Mr. Eric Geisler spoke on behalf of Maxter Healthcare at the October 20th City Council meeting where he gave a brief overview of said program and explained the process for implementation. Calling the public hearing for November 17th is the first step in the process. At that meeting, City Council will hold the public hearing and consider the proposed ordinance.

Maxter Healthcare Inc. is requesting the City of Alvin to nominate it as a Triple Jumbo Enterprise Project (EP) under the Texas Enterprise Zone (TEZ) program. The state requires that if a project is located in a city limit or ETJ that the city nominate the company as an EP prior to the company making application to the Governor's office. The TEZ allows companies to receive state (only) sales/use tax refunds based on capital investment and job creation/retention. There is no cost to the City.

Consider a final plat of Watermark Section 3 (located along the east side of Bypass 35 between House Street and South Street), a subdivision of 18.045 acres of land situated in the B.B.B. & C.R.R. Co. Survey, Abstract 159 and the I. & G.N.R.R. Co. Survey, Abstract 400, City of Alvin, Brazoria County, Texas.

On September 15, 2022, the Engineering Department received the final plat of Watermark Section 3 for review. The property is located along the east side of Bypass 35 between House Street and South Street. This final plat

consists of 79 single-family residential lots, 1 reserve, and 3 blocks, and complies with the City of Alvin's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on October 18, 2022.

The master preliminary plat of Watermark was approved by City Council on October 21, 2021. Staff recommends approval of the plat.

Authorize an annual payment to Comcast through 2026 for fiber optic/internet services in an amount not to exceed \$61,510 through the 2021 signed Master Services Agreement.

Comcast Cable Communications Management, LLC ("Comcast") provides fiber optic and internet services to the City of Alvin. Optical fiber is used by telecommunications companies to transmit telephone signals, internet communication, and cable television signals. The fiber connects and internet links provided by Comcast to the City of Alvin are used for the following:

- *Transmission of data to the server for all city facilities*
- *Email transmission*
- *Phone system transmission*
- *Internet transmission*

The current 3-year contract with Comcast expires in January 2024 with 2 annual renewal options, which would extend the Agreement through 2026. Staff is recommending that City Council authorize payment for said services through 2026. Per the City's purchasing policy, expenditures over \$50,000 require City Council authorization. This expenditure is included in the Fiscal Year 2022-2023 budget. Staff recommends approval.

Acknowledge receipt of the Investment Report ending September 30, 2022.

The City Charter requires the Chief Financial Officer 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 September 30, 2022.

*In summary, the City of Alvin has an investment portfolio on September 30, 2022, was **\$118,477,042**, which consists of **\$98,105,764** million invested in the Investment Pools, **\$4,689,177** million in Fixed Income Securities (i.e., Municipal Bonds), **\$249,231** in CD's, and **\$15,252,870** million in the City's bank depository accounts (i.e., checking accounts). Interest earned during the quarter was **\$515,865**. The City's yield for the quarter was 1.90% and the 90-day T-Bill was 2.81%.*

Acknowledge receipt of the Financial Report ending September 30, 2022

The City Charter requires the Chief Financial Officer to report on the financial condition of the City. Included in the September 30, 2022, report is 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

Attached is the quarterly financial report for the period ending September 30, 2022.

Council member Adame moved to approve the consent agenda as presented. Seconded by Council member Starkey; motion to approve carried with all members present voting Aye.

OTHER BUSINESS

Consider Ordinance 22-XX, amending Chapter 15, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Alvin, Texas, by adding Article V. Short-term rentals; Thereby establishing requirements and regulations for the operation of properties as short-term rentals within the corporate limits of the City of Alvin; providing a savings clause; providing a penalty clause; and providing for publication.

As the popularity of Short-Term residential property rentals has increased so have the issues surrounding these unregulated Short-Term rentals. Generally, cities have encountered issues such as noise nuisances when properties are rented in whole or part for parties, parking congestion in neighborhoods, and public safety issues such as non-compliance with basic safety standards found in commercial rental properties. Currently there is no mechanism in place for the City of Alvin to track the number of Short-Term residential property rentals occurring in the City. With the application of a Short-Term Rental Ordinance the owner of property will be required to make application for a permit, have the property inspected for basic safety standards, have a responsible person listed for immediate contact for issues, restrict the number of occupants, adhere to parking laws, deny rental of the residential property in whole or part for party or other non-residential use, and pay the appropriate hotel occupancy tax on the rental.

A permit holder would lose their permit upon finding that intentional inaccurate or false information was used on the permit application, three (3) or more ordinance violations within a twelve (12)-month period, applicant owes outstanding debt to the city, or the applicable local, county, and state hotel occupancy taxes were not paid in accordance with Chapter 351 Texas Tax Code.

This ordinance was discussed in the October 20, 2022, workshop with City Council. Stemming from that discussion, "residential dwelling" was defined in the ordinance under definitions.

Staff will begin working on a marketing campaign to share the information to the community once an ordinance is adopted.

Chief Lee presented this item before Council with explanation.

Council member Starkey moved to approve Ordinance 22-XX amending Chapter 15, Offenses and Miscellaneous Provisions of the Code of Ordinances of the City of Alvin, Texas, by adding Article V. Short-term Rentals; thereby establishing requirements and regulations for the operation of properties as Short-Term Rentals within the corporate limits of the City of Alvin; providing a savings clause; providing a penalty clause; and providing for publication. Seconded by Council member Vaughn; motion carried with all members present voting Aye.

Consider Ordinance 22-YY, amending Chapter 28, Comprehensive Fees, of the Code of Ordinances, City of Alvin, Texas for the purpose of adding short term rental permit/application and inspection fees; providing for an effective date; and setting forth other provisions related thereto.

The amendment to Chapter 15, Offenses and Miscellaneous Provisions of the Alvin Code of Ordinances by adding Article V, Short-Term Rentals requires the need to amend Chapter 28, Comprehensive Fees providing for permit/application and inspection fees for such purposes.

The fees included in this ordinance and as discussed in the October 20, 2022; City Council workshop are:

- *Application/permit fee for Short-term rentals: \$75.00*
- *Inspection fee for permit: \$100.00*

Staff recommends approval of Ordinance 22-YY

Chief Lee presented this item before Council with explanation.

Council member Adame moved to approve Ordinance 22-YY, amending Chapter 28, Comprehensive Fees, of the Code of Ordinances, City of Alvin, Texas, for the purpose of adding short term rental permit/application and inspection fees; providing for an effective date; and setting forth other provisions related thereto. Seconded by Council member Starkey; motion carried with all members present voting Aye.

Consider Ordinance 22-ZZ, amending Chapter 23 ½, Townhouses, Condominiums and Patio Homes, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of removing Article III. Patio Home Developments; providing for penalties; providing for severability; and setting forth other provisions related thereto.

Ordinance 22-ZZ amends Chapter 23 ½, Townhomes, Condominiums and Patio Homes, of the City of Alvin Code of Ordinances. The proposed changes were discussed at the City Council Workshop on May 25, 2022. Ordinance 22-ZZ removes Article III Patio Home Developments, in its entirety, from Chapter 23 ½. Staff is recommending the removal of Patio Home Developments from the City's Code of Ordinance for the following reasons:

- *Issues with the typical placement of dry utilities (electrical, gas, cable, and phone) in easements along the back of the lots due to the zero-lot line on one side of the patio home lot. The dry utility companies will only install their services in the front of the lot when there is a zero-lot line. Having dry utilities in the front of the lots is unsightly due to the pedestals and transformers that must be installed and if placed in or near the road right-of-way interferes with future maintenance/expansion of the wet utilities (water, sanitary sewer, and storm sewer).*
- *The minimum lot size of 4,000 square feet and 45-foot lot width is too small to adequately accommodate the parking needs of the residents, therefore leading to parking along the public streets which causes traffic safety concerns.*
- *Since the lot width revision to the Planned Unit Development (PUD) section of the Subdivision Ordinance in March 2020 Developers have begun to look at the Patio Home Ordinance as a "loophole" to being allowed to build subdivisions with smaller lots which is counterproductive for the City.*

Michelle Segovia the City Engineer presented this item before Council with explanation.

Council member Starkey moved to approve Ordinance 22-ZZ, amending Chapter 23 ½, Townhouses, Condominiums and Patio Homes, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of removing Article III. Patio Home Developments; providing for penalties; providing for severability; and setting forth other provisions related thereto. Seconded by Council member Adame; motion carried with all members present voting Aye.

Consider Resolution 22-R-18, Resolution 22-R-18, authorizing the power of eminent domain to acquire an easement interest in certain property for a sanitary sewer easement and a temporary construction easement; being a 6.04-acre tract (whole property) for a 0.210-acre proposed permanent easement and a 0.140 temporary construction easement, for the construction and maintenance of a permanent sanitary sewer line on certain real property described herein; authorizing the City Attorney, or her designee, and other city officials to take such actions as are

necessary to acquire said property, located within the city, by donation, purchase, or by the exercise of the power of eminent domain; and for other matters related thereto.

In February 2022, the City began acquiring easements for the Lift Station 23 expansion project, with the assistance of LJA Engineering. On or about July 1, 2022, LJA informed the City that the owner of the parcel herein described, Brenda and Larry D. Smith Estate, had been unresponsive to LJA's requests to purchase the easement. Based upon the appraisal, the property owner was offered \$37,737 for the required property rights. A final offer letter was sent to the property owner, via certified mail, as required by law, on September 28, 2022. In that letter, the property owner was advised that if they failed to accept within 14 days of receipt, the offer would be deemed as rejected, and that the City would initiate eminent domain proceedings. The "green card" showing proof of delivery was lost, however based on a conversation with the Attorney representing the estate the letter was received.

In order to obtain the required easements, the City will now be required to obtain the sanitary sewer easements through condemnation/eminent domain proceedings. The City has contracted with Bobby Debelak, of McDowell Hetherington, LLP, to handle the condemnation proceedings. The first step is this Resolution authorizing these procedures. Staff recommends approval of Resolution 22-R-18.

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

Council member Moore moved to approve Resolution 22-R-18, authorizing the power of eminent domain to acquire an easement interest in certain property for a sanitary sewer easement and a temporary construction easement; being a 6.04-acre tract (whole property) for a 0.210-acre proposed permanent easement and a 0.140 temporary construction easement, for the construction and maintenance of a permanent sanitary sewer line on certain real property described herein; authorizing the City Attorney, or her designee, and other city officials to take such actions as are necessary to acquire said property, located within the city, by donation, purchase, or by the exercise of the power of eminent domain; and for other matters related thereto. Seconded by Council member Vaughn; motion carried with all members present voting Aye.

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.

No items were requested to be added.

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; and he reviewed the preliminary list for the November 17, 2022, City Council Meeting

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.

ADJOURNMENT

Mayor Horn adjourned the meeting at 8:08 p.m.

PASSED and APPROVED the 17th day of November 2022.

Paul A. Horn, Mayor

ATTEST:

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 11/17/2022

Department: Police Department

Contact: Robert Lee, Police Chief

Agenda Item: Consider a twenty-four (24) month Government Agency Agreement with Flock Group, Inc., for twenty-six (26) Automatic License Plate Reading (ALPR) cameras for an amount not to exceed \$80,900.00 in FY23, and authorize the City Manager to sign upon legal review.

Type of Item: Contract/Agreement

Summary: FLOCK Safety was founded in 2017 and their ALPR (Automatic License Plate Reading Camera) system is currently in use in over 1,500 Cities in 42 States. The system is designed to read license plates and will notify the agency (usually within 22-seconds) whenever a stolen vehicle, amber alert, silver alert (or similar alert) or suspect/wanted vehicle is detected. The system also has "Vehicle Fingerprint Technology" which notes several vehicle metrics such as color, make, body style etc. and allows for detectives to search the data base by any of these metrics as well as by time frame, license plate number or partial license plate number. This system will greatly enhance our ability to develop leads in cases such as catalytic converter thefts, package thefts, burglaries, crimes of violence and motor vehicle thefts. The FLOCK ALPR system is an annual subscription/contract at a rate of \$2,500.00 per camera. The initial cost reflects a \$250 per camera installation fee. The contract includes all hardware, maintenance warranty, cloud hosting, LTE connectivity, unlimited user licenses, hot list integration and alerts, and ongoing software enhancements. System upgrades are included with contract renewal at no additional costs. This system is not designed or used for traffic enforcement purposes.

These cameras were discussed with council as part of the FY23 budget process.

Originally, thirty (30) cameras were approved. However, the State has started charging a fee of \$750 for each camera mounting pole placed on a State right-of-way. Due to this cost, the number of cameras were reduced to 26 to remain within the FY23 budget previously approved by city council (\$82,500.00). The yearly fee for each camera will remain the same and year 2 of the agreement will cost \$65,000.

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

Funding Account: 311-3501-00-4150 **Amount:** \$80,900.00 **1295 Form Required?** Yes ☒ No ☐

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

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

Supporting documents attached:

1. FLOCK Services Agreement

Recommendation: Move to approve a twenty-four (24) month Government Agency Agreement with Flock Group, Inc., for twenty-six (26) Automatic License Plate Reading (ALPR) cameras for an amount not to exceed \$80,900.00 in FY23, and authorize the City Manager to sign upon legal review.

Reviewed by Department Head, if applicable: __

Reviewed by Chief Financial Officer, if applicable: X

Reviewed by City Attorney, if applicable: __

Reviewed by City Manager, if applicable: X

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Agency: Alvin Police Department Legal Entity Name:	Contact Name: Todd Arendell
Address: 31200 NORTH GORDON ALVIN, TEXAS 77511	Phone: 2815857108 E-Mail: tarendell@apd.cityofalvin.com
Expected Payment Method: Check	Billing Contact: (if different than above)
Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions

Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	9.00	\$3,150.00
Professional Services - Advanced Implementation Fee	\$750.00	17.00	\$12,750.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	26.00	\$65,000.00

Subtotal Year 1: \$80,900.00

Subscription Term: 24 Months

Annual Recurring Total: \$65,000.00

Estimated Sales Tax: \$0.00

Total Contract Amount: \$145,900.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: Texas - Alvin PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section

1.

1.1 “**Advanced Search**” means the provision of Services, via the web interface using Flock’s software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 “**Agency Data**” means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.4. “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 “**Flock Hardware**” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.16 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.17 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.18 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined below.

1.19 “**Installation Services**” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.20 “**Non-Agency End User(s)**” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.21 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.22 “**Support Services**” means Monitoring Services, as defined in Section 2.10 below.

1.23 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.24 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.25 “**Wing Suite**” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.26 “**Wing Livestream**” means real-time video integration with third-party cameras via the Flock interface.

1.27 “**Wing LPR**” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

1.28 “**Wing Replay**” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.29 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download 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 Agency with the Documentation to be used in accessing and using the Services. Agency 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 Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency 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 Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’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. Agency 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 Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency 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 Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 Wing Suite License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 Usage Restrictions.

2.5.1 Flock IP. The permitted purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency (“*Permitted Purpose*”). Agency 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; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (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 Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.6 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 Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.7 Suspension.

2.7.1 Service Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("***Service Suspension***"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 Installation Services.

2.8.1 **Designated Locations.** For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware (“**Designated Location**”) and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan (“**Reinstalls**”) will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 **Agency Installation Obligations.** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) 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 Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate

the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3 *Flock's Obligations.* Installation of Flock 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 confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 *Ownership of Hardware.* Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. 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 Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.9 *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.

2.10 *Support Services.* Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation 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**”). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services (“**On-Site Services**”) in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 Special Terms. From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency’s prior written consent (“**Special Terms**”). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 Upgrades to Platform. Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock’s products or services to its agencies, (b) the competitive strength of, or market for, Flock’s products or services, (c) such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person’s name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency 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 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency 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. Although Flock has no obligation to monitor Agency's use of the 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.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, 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 Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. 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 a 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 Agency alerts, 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 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. 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.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license

to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 Agency Generated Data in Wing Suite. Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency 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.

4.5 Aggregated Data. Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide,

perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1 Software Product Fees. For Order Forms listing Wing Suite, Advanced Search and other software-only products, Agency will pay Flock the fees for the Initial Term (as described on the Order Form attached hereto) on or before the 30th day after receipt of the invoice, in accordance with the Texas Prompt Payment Act. For any Renewal Terms, Agency shall pay invoice on or before the 30th day from the date the renewal invoice is received.

5.2 Hardware Product Fees. For Order Forms listing Falcon, Sparrow, Raven and Falcon Flex products, Agency will pay Flock fifty percent (50%) of the fees for the Initial Term as set forth on the Order Form on or before the 30th day from the date the invoice is received. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30th day following the date the invoice is received. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following the date the final invoice is received. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For any Renewal Terms, Agency shall pay the total invoice on or before the 30th day from the date the renewal invoice is received.

5.3 Notice of Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

5.4 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

6. TERM AND TERMINATION

6.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

6.1.1 For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.

6.1.2 For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.

6.1.3 For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.

6.1.4 For Falcon Flex products: the Term shall commence upon execution of this Agreement.

6.1.5 For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 Termination for Convenience. At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination. Agency’s termination of this Agreement for Flock’s material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.3 Termination. Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party’s dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 No-Fee Term. Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 (“**No-Fee Term**”). In the event a Non-Agency End User grants Agency access to Footage and/or

notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.5 Survival. The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Agency must notify Flock’s technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock 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 Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

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 Services and shall perform the Installation Services in a professional and workmanlike manner. 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 AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE 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 SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE 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. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; 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; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE

FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 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.

9.INDEMNIFICATION

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency 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 Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

10.MISCELLANEOUS

10.1.Compliance With Laws. The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

10.2. Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

10.3. Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

10.4. Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

10.5. Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

10.6.Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7.Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8.Export. Agency 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 agency or authority. As defined in Federal Acquisition Regulation (“FAR”), section 2.101, the Services, the Flock Hardware and Documentation are “commercial items” and according to the Department of Defense Federal Acquisition Regulation (“DFAR”) section 252.2277014(a)(1) and are deemed to be “commercial computer software” and “commercial computer software documentation.” Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. 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.

10.9.Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

10.10.Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

10.11. Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

CITY OF ALVIN – POLICE DEPARTMENT
1200 NORTH GORDON
ALVIN, TEXAS 77511
ATTN: TODD ARENDELL
EMAIL: tarendell@apd.cityofalvin.com



AGENDA COMMENTARY

Meeting Date: 11/17/2022

Department: Economic Development

Contact: Josh Dearing, Economic Development Coordinator

Agenda Item: Consider Ordinance 22-AAA of the City Council of the City of Alvin, Texas, ordaining the City's participation in the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code (Act), providing tax incentives, designating a liaison for communication with interested parties, and nominating Maxter Healthcare, Inc. to the Office of the Governor Economic Development & Tourism (EDT) through the Economic Development Bank (Bank) as a Triple Jumbo Enterprise Project (Project).

Type of Item: Ordinance

Summary: Maxter Healthcare Inc. is requesting the City of Alvin to nominate it as a Triple Jumbo Enterprise Project (EP) under the Texas Enterprise Zone (TEZ) program. The state requires that if a project is located in a city limit or ETJ that the city nominate the company as an EP prior to the company making application to the Governor's office. The TEZ allows companies to receive state (only) sales/use tax refunds based on capital investment and job creation/retention. There is no cost to the City.

A presentation was given to City Council on October 20, 2022 by Eric Geisler with Economic Incentive Services, LLC on behalf of Maxter Healthcare regarding this request. A copy of this presentation has been include in the packet for reference. City Council called the public hearing at the November 3, 2022 meeting for November 17, 2022. Advertisement of the public hearing was posted as required by law.

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:** 11/14/2022

Finance Review Required: N/A ☒ Required ☐ **Date Completed:**

Supporting documents attached:

1. Ord 22-AAA; Alvin Triple Jumbo EZ Project; Maxter Healthcare
 2. EZ Presentation to Council 10/17/22
-

Recommendation: Move to approve Ordinance 22-AAA of the City Council of the City of Alvin, Texas, ordaining the City's participation in the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Chapter 2303, Texas Government

Code (Act), providing tax incentives, designating a liaison for communication with interested parties, and nominating Maxter Healthcare, Inc. to the Office of the Governor Economic Development & Tourism through the Economic Development Bank as a Triple Jumbo Enterprise Project.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Manager, if applicable: x

ORDINANCE NO. 22-AAA

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ORDAINING THE CITY'S PARTICIPATION IN THE TEXAS ENTERPRISE ZONE PROGRAM PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303 OF THE TEXAS GOVERNMENT CODE (ACT), PROVIDING TAX INCENTIVES, DESIGNATING A LIAISON FOR COMMUNICATION WITH INTERESTED PARTIES, AND NOMINATING MAXTER HEALTHCARE, INC. TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT & TOURISM (EDT) THROUGH THE ECONOMIC DEVELOPMENT BANK (BANK) AS A TRIPLE JUMBO ENTERPRISE PROJECT (PROJECT).

WHEREAS, the City Council of the City of **Alvin**, Texas (City), desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in severely distressed areas of the city and to provide employment to residents of such area; and

WHEREAS, the project or activity not located in an area designated as an enterprise zone; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Act, **MAXTER HEALTHCARE, INC.** has applied to the City for designation as a triple jumbo enterprise project; and

WHEREAS, the City finds that **MAXTER HEALTHCARE, INC.** meets the criteria for tax relief and other incentives adopted by the City on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, a public hearing to consider this Ordinance was held by the City Council on **November 17,2022**;

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

Section 1.The City Council for the City of Alvin, Texas, nominates **MAXTER HEALTHCARE, INC.** for triple jumbo enterprise project status

Section 2. The following local incentives, at the election of the governing body, are or will be made available to the nominated project or activity of the qualified business:

- a) The City may abate taxes on the increase in value of real property improvements and eligible personal property that locate in a

designated enterprise zone. The level of abatement shall be based upon the extent to which the business receiving the abatement creates jobs for qualified employees, in accordance with the City of **Alvin** Tax Abatement Policy, and with qualified employee being defined by the Act.

- b) The City may provide an Economic Development Sales Tax (4A/4B) contribution.
- c) The City may provide local sales tax refunds and other tax deferrals, refunds or incentives allowed under Chapter 380 of the Local Government Code.
- d) The City may provide Industrial District property tax reductions for companies located in a City Industrial District.
- e) The City may provide Tax Increment Financing.
- f) The City may provide regulatory relief to businesses, including:
 - 1) zoning changes or variances;
 - 2) exemptions from unnecessary building code requirements, impact fees, or inspection fees; or
 - 3) streamlined permitting.
- g) The City may provide enhanced municipal services to businesses, including:
 - 1) improved police and fire protection;
 - 2) institution of community crime prevention programs; or
 - 3) special public transportation routes or reduced fares.
- h) The City may provide improvements in community facilities, including:
 - 1) capital improvements in water and sewer facilities;
 - 2) road repair; or
 - 3) creation or improvement of parks.
- i) The City may provide improvements to housing, including:
 - 1) low-interest loans for housing rehabilitation, improvement, or new construction; or
 - 2) transfer of abandoned housing to individuals or community groups.
- j) The City may provide business and industrial development services, including:
 - 1) low-interest loans for business;

- 2) use of surplus school buildings or other underutilized publicly owned facilities as small business incubators;
 - 3) provision of publicly owned land for development purposes, including residential, commercial, or industrial development;
 - 4) creation of special one-stop permitting and problem resolution centers or ombudsmen; or
 - 5) promotion and marketing services.
- k) The City may provide job training and employment services to businesses, including:
- 1) retraining programs;
 - 2) literacy and employment skills programs;
 - 3) vocational education; or
 - 4) customized job training.

Section 3. The enterprise zone areas within the City are reinvestment zones in accordance with the Texas Tax Code, Chapter 312.

Section 4. The City of **Alvin** City Council directs and designates its **Economic Development Coordinator** as the City's liaison to communicate and negotiate with the EDT through the Bank and enterprise project(s) and to oversee zone activities and communications with qualified businesses and other entities in an enterprise zone or affected by an enterprise project.

Section 5. The City finds that **MAXTER HEALTHCARE, INC.** meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

- a) **MAXTER HEALTHCARE, INC.** is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body's jurisdiction, located outside of an enterprise zone and at least thirty-five percent (35%) of the business' new employees will be residents of an enterprise zone, economically disadvantaged individuals, or veterans; and
- b) There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities in the area; and
- c) The designation of **MAXTER HEALTHCARE, INC.** as a triple jumbo enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

Section 6. The enterprise project shall take effect on the date of designation of the enterprise project by EDT and terminate five (5) years after the date of designation.

Section 7. This Ordinance shall take effect from and after its passage as the law and charter in such case provides.

Section 8. It is hereby officially found and determined that the meeting at which this ordinance 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 Meetings Act, Chapter 551 of the Texas Government Code.

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

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

Suzanne L. Hanneman
City Attorney

∞ Economic Incentive Services, LLC

Texas Enterprise Zone Program

Overview for



Economic Incentive Services (EIS)

EIS offers full-scope services from site selection through ongoing incentive compliance:

- ▶ Site Selection, Location Analysis and Permitting Assistance
- ▶ Identification, Negotiation and Execution of Government Incentives
- ▶ **Application Writing and Form Preparation**
- ▶ Representation and Expert Testimony in Public Forums
- ▶ Technical Support and Advocacy for Legislative Issues
- ▶ Ongoing Incentive Compliance Administration and Auditing (via our proprietary incentive compliance software- **∞IncentiSys™** or manually)

Why Should a City/County Be Interested?

- } No cost to local jurisdiction
 - Tax refunds are for the state portion of sales/use tax only
- } Best tool to help new and existing businesses
 - Job Creation and/or Retention (must maintain jobs for at least 3 years)
- } Benefit is scalable (jobs and capital investment)
 - Available to businesses of all sizes
- } Encourages investment and job growth/retention
- } Encourages hiring of local employees from disadvantaged groups (i.e., enhances wages and skills)
- } Very little work on behalf of local government*

*EIS will assist the city with establishing its local EZ ordinance and completing required city documents and sections of the application.

Texas EZ Program Overview

“ Program Objective

The Texas Enterprise Zone Program is an economic development tool for local communities/counties to partner with the State of Texas to promote job creation or retention and capital investment.

“ Participation

Communities/counties must establish an EZ Ordinance* to be eligible to participate in the Enterprise Zone (EZ) Program and nominate a company as an Enterprise Project (EP). Legislation limits total state nominations (108) and local communities/counties (6 or 9) per biennium. The state accepts applications quarterly with deadlines on the first working day of March, June, September and December.

“ Benefits to Participation

Designated projects are eligible to apply for state sales and use tax refunds on qualified expenditures. The level and amount of refund is based on the capital investment and jobs created or retained at the qualified business site.

* Once an EZ ordinance is established, future EP nominations can be done by simple resolution which refers to the EZ Ordinance.

Texas EZ Program Overview

- An EZ is defined as any census block group with 20% poverty or more. Eligible projects may be physically located in or outside of an EZ.
- Communities/counties may nominate projects, for a designation period up to five years, non-inclusive of a 90 business-day window. Employment and capital investment commitments must be incurred and met within the designation period.
- The company agrees that 25% (in EZ) or 35% (not in an EZ) of their new or replacement employees will meet Veteran, economically disadvantaged or enterprise zone residency requirements in order to receive maximum benefit.

Texas EZ Project Size/Refund Matrix

Level of Capital Investment	<u>Maximum</u> Number of Jobs Allocated	<u>Maximum</u> Potential Refund	Maximum Refund Per Job Allocated
Half Enterprise Project \$40,000 to \$399,999	10	\$25,000	\$2,500
\$400,000 to \$999,999	25	\$62,500	\$2,500
\$1,000,000 to \$4,999,999	125	\$312,500	\$2,500
\$5,000,000 or more	250	\$625,000	\$2,500
Enterprise Project \$5,000,000 or more	500	\$1,250,000	\$2,500
Double Jumbo Project \$150,000,000 to \$249,999,999	500	\$2,500,000	\$5,000
Triple Jumbo Project \$250,000,000 or more	500	\$3,750,000	\$7,500

- Double and Triple Jumbo Projects may not utilize retained jobs for benefit. A Triple Jumbo enterprise project must create at least 500 jobs.

Enterprise Project Application Rounds

Quarterly Deadline	90-Day Window	Expiration Date	Job Certification Deadline
9/2/2021	4/26/2021	9/1/2026	3/1/2028
12/1/2021	7/21/2021	12/1/2026	6/1/2028
3/1/2022	10/18/2021	3/1/2027	9/1/2028
6/1/2022	1/24/2022	6/1/2027	12/1/2028
9/1/2022	4/26/22	9/1/2027	3/1/2029
12/1/2022	7/22/2022	12/1/2027	6/1/2029
3/1/2023	10/14/2022	3/1/2028	9/3/2029
6/1/2023	1/14/2023	6/1/2028	12/3/2029

Major EZ Project Phases

Phase I - Nomination

1. Initial strategy meeting with Company
2. Obtain project investment and job/wage analysis to assess project viability/eligibility
3. Initial meeting with City
4. City adopts ordinance or resolution nominating the company as Enterprise Project (EP)

Phase II - Application

1. Compile the information to complete the EP application:
 - a. Documentation from Phase I
 - b. Company/project data
 - c. City/County and demographic data
2. File the EP application with Governor's office

Phase III - Compliance/ Refund Claims

1. File annual Application for Benefits (Refunds) with Comptroller's office and subsequent annual certifications, as needed
 - a. Compile and submit taxable purchases & invoices
 - b. Compile and submit employee/job certification data
 - c. Provide audit documentation/ support for claims

Alvin Nomination of Maxter

- “ **Maxter Healthcare, Inc.** would like to request that the city nominate it as a **Triple Jumbo Enterprise Project (EP)** under the Texas Enterprise Zone (EZ) Program.
- “ The applicable local jurisdiction (city or county) is required by statute to establish an EZ ordinance and to nominate a company/project as an EP.
- “ Alvin city council can adopt a **Nominating EZ Ordinance*** which establishes incentives that **MAY** be offered a project and nominates Maxter at the same time.

**EIS will provide templates and/or samples and drafts of the EZ Ordinance and other documents for the city.*

Texas EZ – Overall Scoring Illustration

AutoSave On Maxter Enterprise Project Application (10-1... Last Modified: Wed at 4:55 PM geisler.edincentives.com

File Home Insert Draw Design Layout References Mailings Review View Developer Help

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Clipboard Font Paragraph Styles Editing Voice Editor Reuse Files

Office of the Governor
Economic Development and Tourism
Texas Enterprise Project Application

Maxter Healthcare, Inc.

XXIX. SELF-EVALUATION

Total Distress of the Area Score (max. 85 pts.)	20
Total Local Effort Score (max. 53 pts.)	40
Total Private Effort Score (max. 75 pts.)	54
TOTAL PROJECT SCORE	114

For internal use only: **Points Awarded for State Priority (max. 10 pts.)**

Provide backup documentation for **ALL** areas for which points are taken (Tab 18). **If backup documentation is not provided in Tab 18 points will not be awarded.**

Distress of the Area (Qualified Business Site) (40%)

Page 30 of 41 11935 words Text Predictions: On Accessibility: Unavailable

Type here to search

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Local Effort – Scoring Illustration

Texas Enterprise Project Application

Maxter Healthcare, Inc.

Local Effort (25%)

Based on the Nominating Ordinance or Order (*incentive must be listed specifically in the nominating ordinance or order*)

Check local incentives offered and record points earned up to the maximum of 53 points. Take Points in black if included in the local order and take points in red if incentive is included in the local order **AND** actually delivered to the project.
For points in Red, attach copy of executed incentive contract(s) in Tab 18.

☒ Local Sales Tax Refund	2/4 pts	2
☒ Tax Abatement	2/4 pts	2
☒ Tax Increment Financing	2/4 pts	2
☒ Freeport Exemption	2 pts	2
☒ Economic Development Sales Tax (4A) Contribution	2/4 pts	2
☒ Economic Development Sales Tax (4B) Contribution	2/4 pts	2
☒ Chapter 380/381	2/4 pts	2
☒ Other Tax Deferrals, Tax Refunds or Tax Incentives	2/4 pts	2
☒ Zoning Changes / Variances	1 pt	1
☒ Building Code Exemptions	1 pt	1
☒ Impact / Inspection Fee Exemptions	2 pts	2
☒ Streamlined Permitting	1 pt	1
☒ Community Crime Prevention Programs	1 pt	1
☒ Special Public Transportation Routes or Reduced Fares	1 pt	1
☒ Capital Improvements in Water and Sewer Facilities	1 pt	1
☒ Road Repair	1 pt	1
☒ Creation or Improvement of Parks	1 pt	1
☒ Low-Interest Loans for Housing Rehabilitation or New Construction	1 pt	1
☒ Transfer Abandoned Housing to Individuals or Community Groups	1 pt	1
☒ Low-Interest Loans for Business	2/4 pts	2
☒ Use of Surplus School Buildings for Incubators	1 pt	1
☒ Provision of Publicly Owned Land for Development Purposes	1/4 pt	1
☒ One-Stop Permitting, Problem Resolution Center or Ombudsmen	1 pt	1
☒ Promotion and Marketing Services	1 pt	1
☒ Job Training and Employment Services	1/4 pt	1
☒ Retraining Program	1/4 pt	1
☒ Literacy and Employment Skills Programs	1/4 pt	1
☒ Vocational Education	1/4 pt	1
☒ Customized Job Training	1/4 pt	1
Total Local Effort Score (max. 53pts.)		40

- Needed for maximum points in Maxter's (and other Alvin companies) application
- makes Alvin's projects more competitive

Contact

Eric D. Geisler, President
Economic Incentive Services, LLC

(o) 713.665.7200

(f) 713.665.7201

(c) 713.825.0478

geisler@edincentives.com

www.edincentives.com



AGENDA COMMENTARY

Meeting Date: 11/17/2022

Department: Police Department

Contact: Robert Lee, Police Chief

Agenda Item: Consider a 120-month contract with Axon Enterprise, Inc., for twenty-five (25) Axon Fleet 3 in-car camera systems, for an amount not to exceed \$40,579.95 per year for ten (10) years.

Type of Item: Action Item

Summary:

In 2018 City Council authorized a 60-month contract with Axon Enterprise Inc. to provide cloud storage hardware and software support for seventeen (17) in-car camera systems for \$24,284, annually. In 2020, due to increased staffing and fleet, the city added two (2) additional in-car camera systems -- outside of the 2018 contract (ala cart) -- for an annual cost of \$2,500 per camera.

Due to additional staffing and fleet, staff currently needs an additional six (6) cameras to completely outfit existing and upcoming additions to our marked fleet. For FY23, \$19,239.00 is budgeted to add three (3) new cameras ala-cart (outside of the 2018 contract). This will total \$48,523.40 for this year, and will be three (3) cameras short of the 25 cameras that are needed.

2018 Contract (17 cameras)	\$24,284
2020 2 additional cameras	\$ 5,000
2023 3 cameras (budgeted)	\$19,239
TOTAL (22 Cameras)	\$48,523

After meeting with Axon Enterprise Inc. we were apprised that Axon Enterprise Inc. will allow an early renewal of the 2018 (60-month) contract; bundling 25 cameras into a new 120-month contract for an annual amount of \$40,579.95. As part of the contract renewal, we will receive an immediate system "refresh" (upgrade) which will enable us to get the current and new cameras upgraded from the Axon Fleet 2 system to the Axon Fleet 3 system, which includes ALPR (automated license plate reader) technology at no additional charge.

Staff recommends executing a 120-month contract with Axon Enterprise, Inc for 25 in-car camera.

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

Funding Account: 111-3501-00-3290 & **Amount:** \$29,284.40 & **1295 Form Required?** Yes ☒ No ☐
311-3501-00-4150 \$11,295.55

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 11/14/2022

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

Supporting documents attached:

1. Axon Enterprise Camera System Contract

Recommendation: Move to approve a 120-month contract with Axon Enterprise Inc., for twenty-five (25) Axon Fleet 3 in-car camera systems, for an amount not to exceed \$40,579.95 per year for ten (10) years and authorize the City Manager to sign upon legal review.

Reviewed by Department Head, if applicable: __

Reviewed by Chief Financial Officer, if applicable: X

Reviewed by City Attorney, if applicable: __

Reviewed by City Manager, if applicable: X



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-433844-44872.963AS

Issued: 11/07/2022

Quote Expiration: 12/31/2022

Estimated Contract Start Date: 05/01/2023

Account Number: 112576

Payment Terms: N30

Delivery Method:

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
Adam Smith Phone: 602-751-1798 Email: asmith@taser.com Fax: (480) 463-2201	Jacob Schauer Phone: 2815857133 Email: jschauer@apd.cityofalvin.com Fax: (281) 388-4381

Quote Summary

Program Length	120 Months
TOTAL COST	\$405,799.50
ESTIMATED TOTAL W/ TAX	\$405,799.50

Discount Summary

Average Savings Per Year	\$22,463.34
TOTAL SAVINGS	\$224,633.36

Payment Summary

Date	Subtotal	Tax	Total
May 2023	\$40,579.95	\$0.00	\$40,579.95
Oct 2024	\$40,579.95	\$0.00	\$40,579.95
Oct 2025	\$40,579.95	\$0.00	\$40,579.95
Oct 2026	\$40,579.95	\$0.00	\$40,579.95
Oct 2027	\$40,579.95	\$0.00	\$40,579.95
Oct 2028	\$40,579.95	\$0.00	\$40,579.95
Oct 2029	\$40,579.95	\$0.00	\$40,579.95
Oct 2030	\$40,579.95	\$0.00	\$40,579.95
Oct 2031	\$40,579.95	\$0.00	\$40,579.95
Oct 2032	\$40,579.95	\$0.00	\$40,579.95
Total	\$405,799.50	\$0.00	\$405,799.50

Quote Unbundled Price:	\$630,432.86
Quote List Price:	\$517,145.96
Quote Subtotal:	\$405,799.50

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	19	6		\$51.24	\$51.24	\$5,841.36	\$0.00	\$5,841.36
Fleet3ARe	Fleet 3 Advanced Renewal	19	60	\$190.77	\$148.00	\$122.97	\$140,185.80	\$0.00	\$140,185.80
Fleet3ARe	Fleet 3 Advanced Renewal	19	54	\$181.75	\$148.00	\$120.49	\$123,622.74	\$0.00	\$123,622.74
Fleet3A10Yr	Fleet 3 Advanced 10 Year	6	120	\$226.46	\$184.93	\$184.93	\$133,149.60	\$0.00	\$133,149.60
A la Carte Hardware									
72036	FLEET 3 STANDARD 2 CAMERA KIT	19			\$2,495.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
87050	FLEET VIEW XL LICENSE	19	6		\$29.00	\$0.00	\$0.00	\$0.00	\$0.00
80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	19	6		\$34.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Services									
100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
Total							\$405,799.50	\$0.00	\$405,799.50

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced 10 Year	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	6	04/01/2023
Fleet 3 Advanced 10 Year	70112	AXON SIGNAL UNIT	6	04/01/2023
Fleet 3 Advanced 10 Year	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	6	04/01/2023
Fleet 3 Advanced 10 Year	72034	FLEET SIM INSERTION, VZW	6	04/01/2023
Fleet 3 Advanced 10 Year	72036	FLEET 3 STANDARD 2 CAMERA KIT	6	04/01/2023
A la Carte	72036	FLEET 3 STANDARD 2 CAMERA KIT	19	10/01/2023
Fleet 3 Advanced 10 Year	72040	FLEET REFRESH, 2 CAMERA KIT	6	04/01/2028
Fleet 3 Advanced Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	19	10/01/2028
Fleet 3 Advanced 10 Year	100092	FLEET REFRESH TWO, 2 CAMERA KIT	6	04/01/2033
Fleet 3 Advanced Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	19	10/01/2033

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced 10 Year	80400	FLEET, VEHICLE LICENSE	6	05/01/2023	04/30/2033
Fleet 3 Advanced 10 Year	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	6	05/01/2023	04/30/2033
Fleet 3 Advanced 10 Year	80402	RESPOND DEVICE LICENSE - FLEET 3	6	05/01/2023	04/30/2033
Fleet 3 Advanced 10 Year	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	12	05/01/2023	04/30/2033
A la Carte	80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	19	05/01/2023	10/31/2023
A la Carte	87050	FLEET VIEW XL LICENSE	19	05/01/2023	10/31/2023
Fleet 3 Advanced Renewal	80400	FLEET, VEHICLE LICENSE	19	11/01/2023	10/31/2028
Fleet 3 Advanced Renewal	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	19	11/01/2023	10/31/2028
Fleet 3 Advanced Renewal	80402	RESPOND DEVICE LICENSE - FLEET 3	19	11/01/2023	10/31/2028
Fleet 3 Advanced Renewal	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	38	11/01/2023	10/31/2028
Fleet 3 Advanced Renewal	80400	FLEET, VEHICLE LICENSE	19	11/01/2028	04/30/2033
Fleet 3 Advanced Renewal	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	19	11/01/2028	04/30/2033
Fleet 3 Advanced Renewal	80402	RESPOND DEVICE LICENSE - FLEET 3	19	11/01/2028	04/30/2033
Fleet 3 Advanced Renewal	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	38	11/01/2028	04/30/2033

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced 10 Year	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	6
Fleet 3 Advanced 10 Year	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	6
Fleet 3 Advanced Renewal	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	19
Fleet 3 Advanced Renewal	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	19
A la Carte	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced 10 Year	80379	EXT WARRANTY, AXON SIGNAL UNIT	6	04/01/2024	04/30/2033
Fleet 3 Advanced 10 Year	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	6	04/01/2024	04/30/2033

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	19	10/01/2024	04/30/2033

Payment Details

May 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$300.00	\$0.00	\$300.00
Year 1	72036	FLEET 3 STANDARD 2 CAMERA KIT	19	\$0.00	\$0.00	\$0.00
Year 1	80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	19	\$0.00	\$0.00	\$0.00
Year 1	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	19	\$584.14	\$0.00	\$584.14
Year 1	87050	FLEET VIEW XL LICENSE	19	\$0.00	\$0.00	\$0.00
Year 1	Fleet3A10Yr	Fleet 3 Advanced 10 Year	6	\$13,314.96	\$0.00	\$13,314.96
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	19	\$14,018.58	\$0.00	\$14,018.58
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	19	\$12,362.27	\$0.00	\$12,362.27
Total				\$40,579.95	\$0.00	\$40,579.95

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$300.00	\$0.00	\$300.00
Year 2	72036	FLEET 3 STANDARD 2 CAMERA KIT	19	\$0.00	\$0.00	\$0.00
Year 2	80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	19	\$0.00	\$0.00	\$0.00
Year 2	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	19	\$584.14	\$0.00	\$584.14
Year 2	87050	FLEET VIEW XL LICENSE	19	\$0.00	\$0.00	\$0.00
Year 2	Fleet3A10Yr	Fleet 3 Advanced 10 Year	6	\$13,314.96	\$0.00	\$13,314.96
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	19	\$14,018.58	\$0.00	\$14,018.58
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	19	\$12,362.27	\$0.00	\$12,362.27
Total				\$40,579.95	\$0.00	\$40,579.95

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$300.00	\$0.00	\$300.00
Year 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	19	\$0.00	\$0.00	\$0.00
Year 3	80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	19	\$0.00	\$0.00	\$0.00
Year 3	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	19	\$584.14	\$0.00	\$584.14
Year 3	87050	FLEET VIEW XL LICENSE	19	\$0.00	\$0.00	\$0.00
Year 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	6	\$13,314.96	\$0.00	\$13,314.96
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	19	\$14,018.58	\$0.00	\$14,018.58
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	19	\$12,362.27	\$0.00	\$12,362.27
Total				\$40,579.95	\$0.00	\$40,579.95

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$300.00	\$0.00	\$300.00
Year 4	72036	FLEET 3 STANDARD 2 CAMERA KIT	19	\$0.00	\$0.00	\$0.00
Year 4	80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	19	\$0.00	\$0.00	\$0.00
Year 4	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	19	\$584.14	\$0.00	\$584.14
Year 4	87050	FLEET VIEW XL LICENSE	19	\$0.00	\$0.00	\$0.00

Oct 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3A10Yr	Fleet 3 Advanced 10 Year	6	\$13,314.96	\$0.00	\$13,314.96
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	19	\$14,018.58	\$0.00	\$14,018.58
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	19	\$12,362.27	\$0.00	\$12,362.27
Total				\$40,579.95	\$0.00	\$40,579.95

Oct 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$300.00	\$0.00	\$300.00
Year 5	72036	FLEET 3 STANDARD 2 CAMERA KIT	19	\$0.00	\$0.00	\$0.00
Year 5	80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	19	\$0.00	\$0.00	\$0.00
Year 5	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	19	\$584.14	\$0.00	\$584.14
Year 5	87050	FLEET VIEW XL LICENSE	19	\$0.00	\$0.00	\$0.00
Year 5	Fleet3A10Yr	Fleet 3 Advanced 10 Year	6	\$13,314.96	\$0.00	\$13,314.96
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	19	\$14,018.58	\$0.00	\$14,018.58
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	19	\$12,362.27	\$0.00	\$12,362.27
Total				\$40,579.95	\$0.00	\$40,579.95

Oct 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$300.00	\$0.00	\$300.00
Year 6	72036	FLEET 3 STANDARD 2 CAMERA KIT	19	\$0.00	\$0.00	\$0.00
Year 6	80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	19	\$0.00	\$0.00	\$0.00
Year 6	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	19	\$584.14	\$0.00	\$584.14
Year 6	87050	FLEET VIEW XL LICENSE	19	\$0.00	\$0.00	\$0.00
Year 6	Fleet3A10Yr	Fleet 3 Advanced 10 Year	6	\$13,314.96	\$0.00	\$13,314.96
Year 6	Fleet3ARe	Fleet 3 Advanced Renewal	19	\$14,018.58	\$0.00	\$14,018.58
Year 6	Fleet3ARe	Fleet 3 Advanced Renewal	19	\$12,362.27	\$0.00	\$12,362.27
Total				\$40,579.95	\$0.00	\$40,579.95

Oct 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$300.00	\$0.00	\$300.00
Year 7	72036	FLEET 3 STANDARD 2 CAMERA KIT	19	\$0.00	\$0.00	\$0.00
Year 7	80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	19	\$0.00	\$0.00	\$0.00
Year 7	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	19	\$584.14	\$0.00	\$584.14
Year 7	87050	FLEET VIEW XL LICENSE	19	\$0.00	\$0.00	\$0.00
Year 7	Fleet3A10Yr	Fleet 3 Advanced 10 Year	6	\$13,314.96	\$0.00	\$13,314.96
Year 7	Fleet3ARe	Fleet 3 Advanced Renewal	19	\$14,018.58	\$0.00	\$14,018.58
Year 7	Fleet3ARe	Fleet 3 Advanced Renewal	19	\$12,362.27	\$0.00	\$12,362.27
Total				\$40,579.95	\$0.00	\$40,579.95

Oct 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$300.00	\$0.00	\$300.00

Oct 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	72036	FLEET 3 STANDARD 2 CAMERA KIT	19	\$0.00	\$0.00	\$0.00
Year 8	80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	19	\$0.00	\$0.00	\$0.00
Year 8	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	19	\$584.14	\$0.00	\$584.14
Year 8	87050	FLEET VIEW XL LICENSE	19	\$0.00	\$0.00	\$0.00
Year 8	Fleet3A10Yr	Fleet 3 Advanced 10 Year	6	\$13,314.96	\$0.00	\$13,314.96
Year 8	Fleet3ARe	Fleet 3 Advanced Renewal	19	\$14,018.58	\$0.00	\$14,018.58
Year 8	Fleet3ARe	Fleet 3 Advanced Renewal	19	\$12,362.27	\$0.00	\$12,362.27
Total				\$40,579.95	\$0.00	\$40,579.95

Oct 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$300.00	\$0.00	\$300.00
Year 9	72036	FLEET 3 STANDARD 2 CAMERA KIT	19	\$0.00	\$0.00	\$0.00
Year 9	80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	19	\$0.00	\$0.00	\$0.00
Year 9	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	19	\$584.14	\$0.00	\$584.14
Year 9	87050	FLEET VIEW XL LICENSE	19	\$0.00	\$0.00	\$0.00
Year 9	Fleet3A10Yr	Fleet 3 Advanced 10 Year	6	\$13,314.96	\$0.00	\$13,314.96
Year 9	Fleet3ARe	Fleet 3 Advanced Renewal	19	\$14,018.58	\$0.00	\$14,018.58
Year 9	Fleet3ARe	Fleet 3 Advanced Renewal	19	\$12,362.27	\$0.00	\$12,362.27
Total				\$40,579.95	\$0.00	\$40,579.95

Oct 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$300.00	\$0.00	\$300.00
Year 10	72036	FLEET 3 STANDARD 2 CAMERA KIT	19	\$0.00	\$0.00	\$0.00
Year 10	80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	19	\$0.00	\$0.00	\$0.00
Year 10	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	19	\$584.10	\$0.00	\$584.10
Year 10	87050	FLEET VIEW XL LICENSE	19	\$0.00	\$0.00	\$0.00
Year 10	Fleet3A10Yr	Fleet 3 Advanced 10 Year	6	\$13,314.96	\$0.00	\$13,314.96
Year 10	Fleet3ARe	Fleet 3 Advanced Renewal	19	\$14,018.58	\$0.00	\$14,018.58
Year 10	Fleet3ARe	Fleet 3 Advanced Renewal	19	\$12,362.31	\$0.00	\$12,362.31
Total				\$40,579.95	\$0.00	\$40,579.95

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.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Exceptions to Standard Terms and Conditions

Agency has existing contract #00053956 (originated via Q-311288) and is terminating that contract upon the new license start date (5/1/2023) of this quote.

The parties agree that Axon is granting a refund of \$13,278.25 to refund paid, but undelivered services. This discount is based on a ship date range of 4/1/2023-4/15/2023, resulting in a 5/1/2023 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

This credit is contingent upon agency payment of any outstanding invoices.

Signature

Date Signed

11/7/2022



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Alvin Police Dept - TX the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.