

AGREEMENT FOR LAW ENFORCEMENT EQUIPMENT

This Agreement for Law Enforcement Equipment (the "Agreement") is made and entered into as of the date last executed by the parties below (the "Effective Date"), by the City of Iowa Colony, Texas, a municipal corporation and a home-rule city in the State of Texas (the "City") acting by and through its City Council, and Brazoria County Municipal Utility District No. 32, a conservation and reclamation district (the "District"). The City and the District are collectively referred to herein as "Parties."

RECITALS

WHEREAS, the City intends to enter into an agreement with Flock Security, Inc. (the "Flock Agreement"), for the provision and operation of Equipment (as defined below) to enhance law enforcement services in the City; and

WHEREAS, the Parties desire to enhance law enforcement services in the District and the City through the operation of the Equipment; and

WHEREAS, the City desires to operate the Equipment for the benefit of the District and the City; and

WHEREAS, each Party has determined that the Equipment will benefit its residents and landowners; and

WHEREAS, the City has requested that the District fund certain costs (described herein) associated with the Equipment for the purpose of assisting law enforcement in the District; and

WHEREAS, the Parties understand that the City will only enter into the Flock Agreement upon the approval and execution of this Agreement; NOW THEREFORE, in consideration of the mutual benefits herein contained, the Parties hereby agree as follows:

AGREEMENT

DEFINITIONS

For purposes of this Agreement, the following terms shall mean:

1. Equipment. Equipment shall mean eleven (11) Flock Safety cameras in the District, as described in the Equipment quote attached as **Exhibit A**, to be operated within the boundaries of the District and to be utilized to assist law enforcement in detecting vehicle make, model, type, color, and license plate (e.g. state, temporary, and missing plates).
2. Flock Payment. The payment(s) due to the provider of the Equipment, including all subscription costs (the "Flock Payment").

ARTICLE I.
PURPOSE

The purpose of this Agreement is for the City to provide and maintain the Equipment under the terms and conditions herein. By signing this Agreement, the City agrees to provide the goods and services referred to in Articles II and III under the terms and conditions herein.

ARTICLE II.
THE EQUIPMENT

- A. The operation, maintenance, repair, improvement, and replacement of the Equipment shall be governed pursuant to the terms of the Flock Agreement. The District shall not be responsible to operate, maintain, repair, improve, and replace the Equipment.
- B. All costs associated with the operation, maintenance, repair, improvement and replacement of the Equipment (including, without limitation, the Flock Payment) shall be the City's responsibility; *provided, however*, that the District will make the District Payment as described below.
- C. It is expressly understood and agreed that the Equipment shall not be subject to the control and supervision of the District. The Equipment shall be subject to the control and supervision of the City to the extent provided for in the Flock Agreement.

ARTICLE III.
CITY EMPLOYEES

- A. The City employees performing duties under this Agreement shall at all times remain City employees subject to the same rights and responsibilities as the City's other employees.
- B. The City agrees that the City employees shall perform the services associated with the Equipment described herein in accordance with the appropriate City policies and the policies and procedures of the City; *provided, however*, that, while City shall be responsible for the acts and omissions of its employees, such responsibility shall be subject to the terms, provisions and limitations of the Constitution and of the laws of the State of Texas and, particularly, TEX. CIV. PRAC. & REM. §101.001, et. seq., the Texas Tort Claims Act. THERE ARE NO WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT OR ANY SERVICES OR EQUIPMENT PROVIDED BY CITY OR THE LAW ENFORCEMENT OFFICIALS TO THE DISTRICT, AND CITY AND THE LAW ENFORCEMENT OFFICIALS EXPRESSLY DISCLAIM ANY SUCH WARRANTIES AND CONDITIONS.

- C. The City retains sole and independent discretion regarding (i) the hiring, supervision, discipline, and termination of City employees, and (ii) the placement or replacement of the Equipment.

ARTICLE IV. DISTRICT PAYMENT

- A. The District agrees to reimburse the City for the Flock Payment in accordance with the Equipment quote attached as **Exhibit A**, in an amount not to exceed \$33,000.00 annually (the “District Payment”).
- B. The District Payment shall be made payable to the City and shall be delivered to the City of Iowa Colony Senior Accountant.
- C. Whether additional law enforcement cameras will be purchased is solely within City’s discretion. The District shall not be responsible for the payment of any funds to the City except the District Payment. The City may submit a written request to the District for additional equipment detailing the specifications, quantity, cost, and the intended use of the additional equipment. The District shall review the request and may, at its sole discretion, approve an amount for the additional equipment requested by the City as District Payment.
- D. The District shall have no ownership interest in the Equipment or any right to access, control or use the data collected or shared from same.
- E. The District Payment shall be due and payable to the City no later than forty-five (45) days after the City provides the District with a written document confirming that the City has made the Flock Payment(s).

ARTICLE V. TERM AND ASSIGNMENTS

- A. The term of this Agreement shall be twenty-four months from the Effective Date. The term shall automatically renew thereafter for successive twenty-four-month terms, unless either Party gives the other Party notice of non-renewal at least ninety (90) days prior to the end of the then current term.
- B. This Agreement is not assignable.
- C. If the Agreement is not approved and executed by the Parties, the Agreement shall be null and void, and neither Party shall have any obligations or liabilities to the other pursuant to this Agreement.

ARTICLE VI.
SEVERABILITY AND HEADINGS

- A. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof, to any person or circumstance, shall ever be held by any court or regulatory District of competent jurisdiction, to be invalid, illegal or unconstitutional for any reason, the remainder of this Agreement shall not be affected thereby.
- B. Headings or subheadings included in this Agreement are given for convenience only and shall not be considered or given any effect in construing this Agreement.

ARTICLE VII.
ENTIRE AGREEMENT; REQUIREMENT OF A WRITING

- A. With respect to the subject matter hereof, this Agreement embodies the entire agreement of the Parties. This Agreement supersedes all prior communications and negotiations, oral or written, relating to the subject matter hereof as well as any previous agreements presently in effect between the Parties relating to the subject matter hereof.
- B. Any modifications, alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

ARTICLE VIII.
NOTICE

- A. Any notice required or permitted under this Agreement shall be sent, postage prepaid, certified or registered mail, or delivered in person or by facsimile, with verification, as follows:

To the City: City Manager
 City of Iowa Colony
 3144 Meridiana Pkwy
 Iowa Colony, Texas 77583

To the District: Brazoria County Municipal Utility District No. 32
 c/o Allen Boone Humphries Robinson LLP
 Attn: Jessica Holoubek
 3200 Southwest Freeway
 Phoenix Tower, Suite 2600
 Houston, Texas 77027

- B. Any Party may designate a different address by giving at least ten (10) days written notice to the other party in the manner provided above.

ARTICLE IX.
REVENUE

- A. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.

[Execution pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the dates set forth below.

CITY OF IOWA COLONY, TEXAS

Wil Kennedy, Mayor

Date:

ATTEST:

City Secretary

BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 32

President, Board of Directors
Date:

ATTEST:

Secretary, Board of Directors

(SEAL)

Exhibit A – Equipment

[See attached]