

# City of Freeport

NOTICE OF PUBLIC MEETING  
THE FREEPORT CITY COUNCIL  
MONDAY, DECEMBER 15, 2008 6:00 P.M.  
MUNICIPAL COURT ROOM  
FREEPORT POLICE DEPARTMENT, 430 N. BRAZOSPORT BLVD.  
FREEPORT, TEXAS 77541

## AGENDA FORMAL SESSION

1. Call to Order.
2. Invocation.
3. Pledge of Allegiance.
4. Consideration of the approval of the December 1, 2008 Council Minutes.  
Pg. 1556-1560
5. Attending Citizens and Their Business.
6. Consideration of the approval of signing an agreement with Brazos Technology and use court technology funds to purchase an automated citation program-equipment. Pg. 1561-1593
7. Consideration of the approval of authorizing the Mayor to sign a letter of intent to the Village of Jones Creek to sell bulk surplus water. Pg. 1594
8. Consideration of the approval of rescheduling January 19th, 2008 council meeting to January 20th, 2008 due to the Martin Luther King holiday.
9. Consideration of the approval of authorizing the Mayor and City Secretary to execute and attest a consent for Port Freeport to use a portion of the Terminal Street right of way and a portion of the sewer easement adjacent to the south line of Blocks 8, 9, 23, 24, Freeport Townsite to install a gas line to provide natural gas to its tenants. Pg. 1595-1597
10. Consideration of any action to be taken as result of closed executive session.

## Executive Session

Section 551.071, Government Code:

Consultation with City Attorney concerning pending or contemplated litigation, settlement offers or other matter in which his duty to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Government Code, to wit:

- A. Gary Beverly
- B. Pinkey Hartline

## Adjourn

**NOTE: ITEMS NOT NECESSARILY DISCUSSED IN THE ORDER THEY APPEAR ON THE AGENDA. THE COUNCIL, AT ITS DISCRETION, MAY TAKE ACTION ON ANY OR ALL OF THE ITEMS AS LISTED.**

This notice is posted pursuant to the Texas Open Meeting Act. (Chapter 551, Government Code)

In compliance with the American with Disabilities Act, the City of Freeport will provide for reasonable accommodations for persons attending City Council Meetings. Request should be received 48 hours prior to the meetings. Please contact the City Secretary office at 979.233.3526.

I, Delia Muñoz, City Secretary, City of Freeport, Texas, hereby certify that this agenda was posted on the official bulletin board/glass door of City Hall, facing the rear parking lot of the building, with 24 hour a day public access, 200 W. 2nd Street, Freeport, Texas, on December 10<sup>th</sup>, 2008, at or before 5:00 p.m.

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Delia Muñoz  
City Secretary

State of Texas

Brazoria County

City of Freeport

BE IT REMEMBERED, that the City of Freeport, met in a regular meeting on Monday, December 1, 1008 at 6:00 p.m., at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, Freeport Texas, for the purpose of considering the following agenda.

City Council:                    Larry L. McDonald  
    Clan A. Cameron  
    Jim Saccomanno  
    Ron Wise  
    Norma M. Garcia

Staff:                                Jeff Pynes, Acting City Manager  
    Wallace Shaw, City Attorney  
    Delia Munoz, City Secretary  
    Nat Hickey, Property Manager  
    Larry Fansher, Parks Director  
    Bob Welch, Finance Director

Visitors:                         Louie Jones                    Joyce Adkins  
    Rosa McDonald                Susie Wise  
    Annette Sanford                Mark Sanford  
    Wright Gore, III                Gary Pohl  
    Chip Gentry                    Brenda Laird  
    Bennie Clawson                Judy Shaefer  
    Larry Shaefer                    Tobey Davenport  
    Teresa Cornelison                Rollerson Manning  
    Lila Lloyd                        Melanie Oldham  
    Lila Diehl                        Eric Hayes  
    Jim Pirrung                        Dorothy Pirrung  
    Jerry Meeks                        Fred Bolton

Call to order

Mayor called the meeting to order at 6:00 p.m.

Invocation.

Councilman Clan Cameron offered the invocation.

Pledge of Allegiance.

Mayor McDonald led the Pledge of Allegiance

Consideration of the approval of the November 17th, 2008 Council Minutes.

On a motion by Councilman Cameron, seconded by Councilman Saccomanno, with all present voting "aye", Council unanimously approved November 17th, 2008 Council Minutes.

Attending Citizens and Their Business.

Manning Rollerson complained about the actions of some of the policemen.

Wright Gore, III asked Mr. Shaw if eminent domain is the only way to acquire the urban renewal tracts. Mr. Shaw said yes.

Consideration of the approval of Resolution No. 2008-2188 appointing Joyce Adkins to the Planning Commission of said City.

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting "aye", Council unanimously approved Resolution No. 2008-2188 appointing Joyce Akins to the Planning Commission of said City.

Consideration of the approval of a request for street closures on East and West Park between Cherry Street and all side streets intersecting with 2nd Street for the 23rd Annual Dr. Martin Luther King, Jr. Celebration Parade on Monday, January 19th, 2009, from 10:00 a.m. to 12:00 p.m.

On a motion by Mayor McDonald, seconded by Councilman Cameron, with all present voting "aye", Council unanimously approved a request for street closures on East and West Park between Cherry Street and all side streets intersecting with 2nd Street for the 23rd Annual Dr. Martin Luther King, Jr. Celebration Parade on Monday, January 19th, 2009, from 10:00 a.m. to 12:00 p.m.

Consideration of the approval of advertising and setting a bid date for golf carts for the City of Freeport Municipal Golf Course.

On a motion by Councilman Wise, seconded by Councilman Cameron, with all present voting "aye", Council unanimously approved setting a bid date for December 19, 2008 for golf carts for the City of Freeport Municipal Golf Course.

Consideration of the approval of selling Block 715, Lot 17, Velasco Townsite, known as 1209 North Ave. M, Tax Id 8110-3072-000.

On a motion by Councilman Wise, seconded by Councilman Saccomanno, with all present voting 3 to 2, Council rejected selling Block 715, Lot 17, Velasco Townsite known as 1209 North Ave. M., Tax Id 8110-3072-000. Councilman Cameron and Mayor McDonald opposed.

Consideration of the approval of selling Block 71, Lot 7, Velasco Townsite, known as 214 South Ave. I., Tax Id 8110-0703-110.

On a motion by Councilman Wise, seconded by Councilman Saccomanno, with all present voting 4 to 1, Council rejected selling Block 71, Lot 7, Velasco Townsite, known as 214 South Ave. I., Tax Id 8110-0703-110. Councilman Cameron opposed.

Consideration of the approval of selling Block 748, 1/ 2 Sweeny Street right-of-way adjacent to Lot 13, Velasco Townsite.

This item was tabled.

Consideration of whether or not to close and abandon a portion of Gulf Boulevard right-of-way adjacent to and parallel to Lots 5 through 12, Block 708, Velasco Townsite.

On a motion by Councilman Cameron, seconded by Councilman Saccomanno, with all present voting "aye", Council unanimously approved closing and abandoning a portion of Gulf Boulevard right-of-way adjacent to and parallel to Lots 5 through 12, Block 708, Velasco Townsite.

Consideration of the approval of selling Block 718, Lots 17 & 18, Velasco Townsite, known as 1207-1209 North Ave. P., Tax Id. 8110-3118-000.

On a motion by Councilman Cameron, seconded by Councilman Saccomanno, with all present voting "aye", Council unanimously approved to sell Block 718, Lots 17 & 18, Velasco Townsite, known as 1207-1209 North Ave. P., Tax Id. 8110-3118-000.

Consideration of the approval of Resolution No. 2008-2189 ratifies the city managers decision to hire Jaco Construction for repairing the City Halls roof.

On a motion by Councilman Cameron, seconded by Councilman Saccomanno, with all present voting "aye", Council unanimously approved Resolution No. 2008-2189 ratifying the city managers decision to hire Jaco Construction to repair the City Hall roof.

Consideration of the approval of signing an agreement with Brazos Technology and use court technology funds to purchase an automated citation program-equipment.

This item was tabled for further verification of the agreement.

Consideration of any action to be taken as result of closed executive session.

*Section 551.076, Government Code*

*Deliberations concerning the deployment, or specific occasions for implementation, of security personnel devices.*

*On a motion by Councilman Cameron, seconded by Councilman Saccomanno, with all present voting "aye", Council authorized Jeff Pynes to spend up to \$25,000 from the Municipal Court Security Fund for security items.*

### **Elected Official Report**

Councilwoman Garcia reminded all that Holiday on the Brazos will be December 4, 2008 from 6:00 p.m. to 9:00 p.m. at the Freeport Municipal Park.

Mayor McDonald announced that the City received \$50,000 of gym equipment for the Recreation Department. He thanked Larry Fansher and his crew for their participation. The parts to the light pole at Lincoln Park has been ordered. The tellers at City Hall will be under construction soon, security windows are being installed.

### **Work Session:**

#### **Administration Report**

Jeff Pynes, Acting City Manager announced the City's Christmas Dinner on December 18th, 2008 at River Place. The Freeport Police Department will host their annual Blue Santa program on December 20, 2008 at the Freeport Police Department from 10:00 a.m. to 6:00 p.m.

#### **Discussion concerning a No Smoking Ordinance.**

This item was reagendaed.

#### **Discussion amending sign ordinances to authorize repair or replacing after damage or destruction.**

The Brazosport High School sign was damaged due to Hurricane Ike. It is Council consensus to have the contractor reapply for a variance and present an engineer structural plan for the school sign.

Mayor McDonald closed the work session and opened the Executive Session at 7:14 p.m.

### **Executive Session**

Section 551.074, Government Code:

Deliberations concerning the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee, to wit:

A. City Manager

*(No action taken)*

Section 551.071, Government Code:

Consultation with City Attorney concerning pending or contemplated litigation, settlement offers or other matter in which his duty to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Government Code, to wit:

- A. Gary Beverly
- B. Pinkey Hartline

*(No action taken)*

Section 551.076, Government Code

Deliberations concerning the deployment, or specific occasions for implementation, of security personnel devices.

*Mayor reconvenes in open session at 9:15 p.m. to take action on Item # 16 on the agenda.*

Adjourn

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting "aye", the meeting was adjourned at 9:17 p.m.

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Delia Munoz  
City Secretary

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Larry L. McDonald



## SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is entered into as of the 3<sup>rd</sup> day of November 2008, (hereinafter referred to as the "Effective Date") by and between Brazos Technology Corporation, a Texas corporation, with its principal offices located at 707 Texas Ave., Suite 103-D, College Station, Texas 77845 (hereinafter referred to as "Brazos Technology"), and City of Freeport, a Texas Municipality, with its principal offices located at 200 W. 2<sup>nd</sup> Street, Freeport, TX 77541 (hereinafter referred to as "Licensee").

This Agreement is made with respect to the following facts and objectives:

### RECITALS:

- A. Brazos Technology has developed a proprietary software product, which is designed to extend data and processes across multiple platforms and technologies (hereinafter referred to as the "Software").
- B. Licensee desires to obtain a non-exclusive license to use the Software and Brazos Technology desires to grant Licensee such a license.

### AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. License. Brazos Technology hereby grants to Licensee a non-exclusive license to use the Software and the documentation, if any, provided in connection therewith (hereinafter referred to as the "Documentation") solely in connection with RDC and eCitation. Licensee may make one copy of the Software and Documentation for back-up and/or archival purposes.
2. Licensee Fee. Licensee agrees to pay Brazos Technology the license fee identified in Exhibit A to this Agreement. Such fee shall be due immediately upon execution of this Agreement by the parties.
3. Limitations of Use. Licensee acknowledges and agrees that Licensee will not timeshare, modify, sublicense, transfer, assign, copy, reverse engineer or decompile the Software, Documentation or any portion thereof except as expressly set forth herein. Licensee further acknowledges and agrees that Licensee will limit its use of the Software and Documentation to the number of users and/or the site location identified in Exhibit A to this Agreement.



4. Non-disclosure. Licensee acknowledges and agrees that the Software and Documentation contain trade secrets and/or confidential information (hereinafter collectively referred to as "Confidential Information") and that Licensee will take reasonable efforts to prevent the disclosure of such Confidential Information to any third party.

5. Ownership. Licensee acknowledges and agrees that Brazos Technology is the sole owner of all right, title and interest in and to the Software and Documentation and that nothing contained herein shall grant Licensee any ownership interest in the Software or Documentation.

6. Upgrades. In the event that Brazos Technology, in its sole discretion, should provide Licensee with any upgrades, corrections or modifications to the Software or Documentation, such upgrades, corrections or modifications shall be considered, as applicable, "Software" or "Documentation" for the purposes of this Agreement. Notwithstanding the foregoing, nothing contained in this Agreement shall be construed as obligating Brazos Technology to provide Licensee with any upgrades, corrections, modifications, maintenance services or support services hereunder.

7. Warranty.

a. Brazos Technology warrants and represents that it is the owner of all right, title and interest in and to the Software and Documentation and that use of the Software and Documentation as contemplated herein shall not infringe upon any third party patent or copyright. This warranty and representation does not apply to any infringement arising out of any unauthorized modification of the Software or Documentation or any infringement arising out of the use of the Software or Documentation in combination with any third party product.

b. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, THE SOFTWARE AND DOCUMENTATION IS PROVIDED "AS IS" AND BRAZOS TECHNOLOGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WRITTEN OR VERBAL, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRAZOS TECHNOLOGY DOES NOT WARRANT OR REPRESENT THAT ANY USE OF THE SOFTWARE OR DOCUMENTATION WILL BE UNINTERRUPTED OR ERROR FREE. LICENSEE EXPRESSLY ASSUMES ALL RISKS AND LIABILITIES RESULTING FROM THE USE OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSS, PROPERTY DAMAGE, PHYSICAL INJURY, LOST PROFITS, LOST SAVINGS, LOSS OF RECORDS OR LOSS OF DATA.

8. Indemnification. Brazos Technology agrees to indemnify and defend Licensee from and against any third party claim arising out of a breach of the Warranty provisions set forth in this Agreement, provided that Brazos Technology is provided with prompt notice of any such third party claim and Brazos Technology is allowed full control over the defense of such claim. Licensee

acknowledges and agrees that Brazos Technology may fulfill its obligations hereunder by (i) obtaining from the third party claimant a license pursuant to which Licensee may continue its use of the Software and Documentation or (ii) providing Licensee with substitute software and/or documentation that does not infringe upon the rights of the third party claimant. Licensee further acknowledges and agrees that in the event that Brazos Technology, in its sole discretion, determines that neither of the options set forth above are reasonable, Brazos Technology may fulfill its obligations hereunder by terminating this Agreement and refunding to Licensee the license fees paid by Licensee to Brazos Technology hereunder, prorated over a period of five (5) years.

9. Limitation of Liability.

a. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT BRAZOS TECHNOLOGY SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES OR ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY ECONOMIC LOSS, PROPERTY DAMAGE, PHYSICAL INJURY, LOST PROFITS, LOST SAVINGS, LOSS OF RECORDS OR LOSS OF DATA, ARISING OUT OF THE USE OF THE SOFTWARE OR DOCUMENTATION, REGARDLESS OF WHETHER ARISING UNDER BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR CLAIM, EVEN IF BRAZOS TECHNOLOGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.

b. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES SHALL THE ENTIRE LIABILITY OF BRAZOS TECHNOLOGY FOR ANY LOSS OR CLAIM ARISING OUT OF THIS AGREEMENT, ANY USE OF THE SOFTWARE OR DOCUMENTATION, OR ANY INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, EXCEED THE SUM OF THE LICENSE FEE PAID BY LICENSEE TO BRAZOS TECHNOLOGY HEREUNDER.

10. Allocation of Risks. LICENSEE ACKNOWLEDGES AND AGREES THAT THE LICENSEE FEE PAID BY LICENSEE TO BRAZOS TECHNOLOGY FAIRLY AND ACCURATELY REFLECTS THE ALLOCATION OF RISKS BETWEEN LICENSEE AND BRAZOS TECHNOLOGY, INCLUDING WITHOUT LIMITATION, THE TERMS AND CONDITIONS SET FORTH IN THE WARRANTY AND LIMITATION OF LIABILITY SECTIONS OF THE AGREEMENT. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY MODIFICATIONS TO THE ALLOCATIONS OF RISK WOULD REQUIRE BRAZOS TECHNOLOGY TO CHARGE A HIGHER LICENSEE FEE FOR THE SOFTWARE AND DOCUMENTATION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSEE ACKNOWLEDGES AND AGREES THAT EACH OF THE TERMS AND CONDITIONS SET FORTH IN THE WARRANTY AND LIMITATION OF LIABILITY SECTIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT, EVEN

IF ANY REMEDY CONTAINED HEREIN IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11. Term and Termination.

a. This Agreement shall commence as of the Effective Date and shall continue unless and until terminated as set forth herein.

b. Either party may terminate this Agreement in the event that the other party commits a material breach of this Agreement and fails to cure such material breach within twenty (20) days after receiving written notice of the same.

c. Either party may terminate this Agreement, immediately upon written notice to the other party, in the event that Licensee fails to use the Software and Documentation for the purpose contemplated herein.

d. Immediately upon any termination of this Agreement, Licensee shall return to Brazos Technology any and all copies of any Software or Documentation in its possession.

e. The terms and conditions of this Agreement relating to Non-disclosure, Warranty, Limitation of Liability and Allocation of Risks shall survive any termination or expiration of this Agreement.

12. Assignment. Licensee acknowledges and agrees that it may not assign any right or obligation arising under this Agreement to any third party without the express written consent of Brazos Technology which may be withheld for any or no reason.

13. Governing Law. This Agreement, including its interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Texas applicable to contracts entered into and performed in Brazos County, and exclusive jurisdiction over any dispute arising out of or relating to this Agreement shall be held by the appropriate state and/or federal courts located in Brazos County, Texas.

14. Binding Effect. This Agreement shall inure to the benefit of and binding upon the parties hereto and to their respective successors and legal representatives.

15. Nonwaiver. No provisions of this Agreement will be waived by any party except in writing. The parties hereto agree that the waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or any other provision or condition of this Agreement.

16. No Joint Venture. Nothing herein contained shall be construed to place the parties in the relationship of partners, joint venturers, or principal and agent and neither party shall have any power to obligate or bind the other party in any manner whatsoever.

17. Severability. If any provision or application of this Agreement shall be held invalid or unenforceable the remaining provisions and applications of this Agreement shall not be affected, but rather shall remain valid and enforceable.

18. Entire Agreement. This Agreement constitutes the entire agreement and supersedes any and all other understandings and agreements between the parties with respect to the subject matter hereof and no representation, statement or promise not contained herein shall be binding on either party. This Agreement may be modified only by a written amendment duly signed by persons authorized to sign agreements on behalf of the parties and shall not be supplemented or modified by any course of dealing or trade usage.

IN WITNESS WHEREOF, the parties have hereunder executed this Agreement effective as of the date last signed.

CITY OF FREEPORT

BRAZOS TECHNOLOGY

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A

Eight (8) RunIT software license for PDA	\$5,200 USD
Software Includes:	
Unlimited number of logins to the PDA	
One-Year of Software Maintenance	
One-Year of Software Support	
Configuration/Installation Fee	\$7,500 USD
Configuration Includes:	
Customized PDA/Web screen layouts	
Customized citation receipt for defendant	
Customized citation report for court and PD	
Integration with INCODE	
Extended Training	\$3,000 USD
2 days of on-site training of officers	
1 day of administrator training	
Classroom and practical training	

\* Brazos will deliver the equipment to eliminate shipping to customer.

## SOFTWARE MAINTENANCE AGREEMENT

This Agreement ("Agreement") is made and entered into and effective \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between Brazos Technology Corporation, having its principal place of business at 707 South Texas Ave, Suite 103D, College Station, Texas 77840, USA ("Brazos Technology") and Freeport, a Texas Municipality, having its principal place of business at \_\_\_\_\_ ("Licensee").

### Licensee

WHEREAS, BRAZOS TECHNOLOGY has provided to Licensee certain software as specified in Exhibit A of this Agreement ("Covered Software") pursuant to a software license agreement between the parties (the "License Agreement"); and

WHEREAS, Licensee wishes to have BRAZOS TECHNOLOGY provide maintenance and support services pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, the parties agree as follows:

### I. INCORPORATION OF DOCUMENTS

The following documents are attached hereto and, by this reference, incorporated in this Agreement:

Exhibit A	Covered Sites, Software & Configuration
Exhibit B	Authorized Licensee Contacts
Exhibit C	Services and Fees

### II. COVERAGE

During the term of this Agreement, BRAZOS TECHNOLOGY agrees to provide maintenance and support services for the Covered Software operating at the site(s) and on the hardware configurations listed in Exhibit A ("Maintenance Services"). Unless specifically listed in Exhibit A, Section II, Covered Software does not include hardware vendor operating systems and other system software, Licensee-developed software, and third-party software (except any third party software embedded in the Covered Software).

### III. DESCRIPTION OF MAINTENANCE SERVICES

A. Support Services. During the term of this Agreement, BRAZOS TECHNOLOGY will provide the services described herein so as to maintain the Covered Software in good working order, keeping it free from material defects so that the Covered

Software shall function properly and in accordance with the accepted level of performance as set forth in the License Agreement.

(1) Service Response. BRAZOS TECHNOLOGY will make available to Licensee a telephone number (the "Support Center HOTLINE") for Licensee to call requesting service of the Covered Software. The Support Center HOTLINE operates during business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding legal holidays. Extended coverage is available for an additional fee. The HOTLINE can also be used to notify BRAZOS TECHNOLOGY of problems associated with the Covered Software and related documentation.

B. Remedial Support. Upon receipt by BRAZOS TECHNOLOGY of notice from Licensee through the Support Center HOTLINE of an error, defect, malfunction or nonconformity in the Covered Software, BRAZOS TECHNOLOGY shall respond as provided below:

Severity 1: Produces an emergency situation in which the Covered Software is inoperable, produces incorrect results, or fails catastrophically.

RESPONSE: BRAZOS TECHNOLOGY will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 1 problem as soon as reasonably possible, but in any event a response via telephone will be provided within one (1) hour. BRAZOS TECHNOLOGY will continue to provide best efforts to resolve Severity 1 problems in less than forty-eight (48) hours. The resolution will be delivered to Licensee as a work-around or as an emergency software fix. If BRAZOS TECHNOLOGY delivers an acceptable work-around, the severity classification will drop to a Severity 2.

Severity 2: Produces a detrimental situation in which performance (throughput or response) of the Covered Software degrades substantially under reasonable loads, such that there is a severe impact on use; the Covered Software is usable, but materially incomplete; one or more mainline functions or commands is inoperable; or the use is otherwise significantly impacted.

RESPONSE: BRAZOS TECHNOLOGY will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 2 problem as soon as reasonable possible, but in any event a response via telephone will be provided within four (4) hours. BRAZOS TECHNOLOGY will exercise best efforts to resolve Severity 2 problems within five (5) days. The resolution will be delivered to Licensee in the same format as Severity 1 problems. If BRAZOS TECHNOLOGY delivers an acceptable work-around for a Severity 2 problem, the severity classification will drop to a Severity 3.

Severity 3: Produces an inconvenient situation in which the Covered Software is usable, but does not provide a function in the most convenient or expeditious

manner, and the user suffers little or no significant impact.

RESPONSE: BRAZOS TECHNOLOGY will exercise best efforts to resolve Severity 3 problems in the next maintenance release.

Severity 4: Produces a noticeable situation in which the use is affected in some way which is reasonably correctable by a documentation change or by a future, regular release from BRAZOS TECHNOLOGY.

RESPONSE: BRAZOS TECHNOLOGY will provide, as agreed by the parties, a fix or fixes for Severity 4 problems in future maintenance releases.

C. Maintenance Services. During the term of this Agreement, BRAZOS TECHNOLOGY will maintain the Covered Software by providing software updates and enhancements to Licensee as the same are offered by BRAZOS TECHNOLOGY to its licensees of the Covered Software under maintenance generally ("Updates"). All software updates and enhancements provided to Licensee by BRAZOS TECHNOLOGY pursuant to the terms of this Agreement shall be subject to the terms and conditions of the License Agreement between the parties. Updates will be provided on an as-available basis and include the items listed below:

- (1) Bug fixes;
- (2) Enhancements to market data service software provided by BRAZOS TECHNOLOGY to keep current with changes in market data services or as BRAZOS TECHNOLOGY makes enhancements;
- (3) Enhancements to keep current with the current hardware vendor's OS releases, as available from BRAZOS TECHNOLOGY, provided that the current hardware vendor's OS release is both binary and source-compatible with the OS release currently supported by BRAZOS TECHNOLOGY; and
- (4) Performance enhancements to Covered Software.
- (5) Updates do not include:
  - (a) Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms; and
  - (b) New operating system updates or hardware bios updates.

Updates will be provided in machine-readable format and updates to related documentation will be provided in hard copy form. All such deliveries shall be



made electronically to the installed computers automatically during a sync process. Licensee agrees to sync each device no less than once per month to obtain any software or configuration changes. Duplication, distribution and installation of documentation updates is the responsibility of Licensee. If requested, BRAZOS TECHNOLOGY will provide on-site assistance in the installation of Updates on a time and materials basis, plus expenses.

BRAZOS TECHNOLOGY will provide support services for previous releases for a minimum period of six (6) months following the general availability of a new release or software update. After this time, BRAZOS TECHNOLOGY shall have no further responsibility for supporting and maintaining the prior releases.

BRAZOS TECHNOLOGY assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Covered Software if the Licensee has made changes to the system hardware/software configuration or modifications to any supplied source code which changes effect the performance of the Covered Software and were made without prior notification and written approval by BRAZOS TECHNOLOGY. BRAZOS TECHNOLOGY assumes no responsibility for the operation or performance of any Licensee-written or third-party application.

D. **Services Not Included.** Maintenance Services do not include any of the following: (1) custom programming services; (2) on-site support, including installation of hardware or software; (3) support of any software not Covered Software; (4) training; or (5) out-of-pocket and reasonable expenses, including hardware and related supplies.

#### IV. ON-SITE SUPPORT

As requested by Licensee, and upon reasonable notice and approval by BRAZOS TECHNOLOGY, BRAZOS TECHNOLOGY shall maintain personnel at any of the covered Sites. On-site personnel will perform ongoing system administration, monitoring, reconfiguration and tuning, problem diagnosis, and resolution, and interfacing with Licensee personnel on production system issues, to the extent possible during normal business hours. These personnel shall also be responsible for the installation of new BRAZOS TECHNOLOGY software releases on the production system and the distribution of documentation updates. In addition, on-site personnel will provide training to Licensee personnel on the operation and administration of the Covered Software as time permits.

#### V. TIME AND MATERIALS SERVICES

A. **For Non-BRAZOS TECHNOLOGY Problems.** In the event that Licensee notifies BRAZOS TECHNOLOGY of a problem experienced by Licensee in connection with the operation of the Covered Software, BRAZOS TECHNOLOGY shall respond as provided in Section III.B., above. If the cause of

such problem is not an error, defect or nonconformity in the Covered Software, Licensee shall compensate BRAZOS TECHNOLOGY for all work performed by BRAZOS TECHNOLOGY in connection therewith, on a time and materials basis at Brazos Technology's then current standard rates, unless otherwise agreed by the parties in writing at the time, plus expenses. Expenses for travel and travel-related expenses and individual expenses in excess of US\$500 require the prior approval of Licensee.

B. For Non-BRAZOS TECHNOLOGY Software. Upon request and reasonable notice from Licensee, BRAZOS TECHNOLOGY will provide assistance in the installation of non-BRAZOS TECHNOLOGY software on a time and materials basis, plus expenses. Non-BRAZOS TECHNOLOGY software consists of any software not specifically listed in Exhibit A, Section II, including the following:

1. New releases and updates to hardware vendor operating systems and other system software not listed in Exhibit A;
2. Licensee-developed software; and
3. Third-party software (except third party software embedded in the Covered Software).

## VII. ACCESS

Software Maintenance is conditioned upon provision by Licensee to BRAZOS TECHNOLOGY of reasonable appropriate access to the system(s) running the Covered Software, including, but not limited to, passwords, system data, file transfer capabilities, and remote log-in-capabilities. BRAZOS TECHNOLOGY will maintain security of the system and use such access only for the purposes of this Agreement and will comply with Licensee standard security procedures. Information accessed by BRAZOS TECHNOLOGY agents or employees as a result of accessing Licensee system shall be deemed confidential information pursuant to the terms of the Software License Agreement executed concurrently between the parties hereto.

Licensee shall also use commercially reasonable efforts to provide an active voice telephone line at each site which is available continuously when required for support access.

## VIII. PROBLEM REPORTING AND TRACKING PROCEDURES

Licensee may use the services described herein only by making reference to the authorized support Agreement number. All such reports and requests will be made through the authorized individuals (up to two [2] per site), designated by Licensee in Exhibit B, who may be changed by Licensee from time to time by written notice to BRAZOS TECHNOLOGY. A twenty-four (24) hour Support Center HOTLINE is provided for problem reporting outside of normal business hours.

## IX. FEES

A. Maintenance Fees. Fees for Maintenance Services provided under this Agreement are contained in Exhibit C. Any time a site or software package is added or deleted from Exhibit A, BRAZOS TECHNOLOGY will automatically adjust and/or amend Exhibit A and Exhibit C accordingly. BRAZOS TECHNOLOGY will also perform a bi-annual audit of all sections in Exhibit A. If changes have occurred, BRAZOS TECHNOLOGY will adjust and/or amend Exhibit A and Exhibit C, and maintenance fees will be adjusted accordingly.

Rates will be reviewed and adjusted accordingly when another site is added and/or the workstation/server base increases (i.e., added equipment and/or installed software) and/or software to be supported exceeds the Covered Software.

B. Expenses. Licensee agrees to reimburse BRAZOS TECHNOLOGY for reasonable expenses related to the performance of services. Expenses may include, but are not limited to, charges for materials, freight, travel (including lodging and associated expenses), printing and documentation, and other out-of-pocket expenses reasonably required for performance. Expenses for travel and travel-related expenses and individual expenses in excess of US\$500 require the prior approval of Licensee.

## X. PAYMENT

A. Maintenance fees and fees for on-site support, if applicable, will be invoiced annually, thirty (30) days in advance of the year.

## XI. EXCLUSION OF LIABILITY

BRAZOS TECHNOLOGY MAKES AND LICENSEE RECEIVES NO WARRANTY EXPRESS OR IMPLIED AND THERE IS EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ACKNOWLEDGES AND AGREES THAT THE MAINTENANCE FEES AND OTHER CHARGES WHICH BRAZOS TECHNOLOGY IS CHARGING UNDER THIS AGREEMENT DO NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY BRAZOS TECHNOLOGY OF THE RISK OF LICENSEE CONSEQUENTIAL OR INCIDENTAL DAMAGES OR OF UNLIMITED DIRECT DAMAGES. ACCORDINGLY, BRAZOS TECHNOLOGY SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT, IN NO EVENT SHALL BRAZOS TECHNOLOGY BE LIABLE HEREUNDER TO LICENSEE FOR CUMULATIVE DIRECT DAMAGES IN ANY AMOUNT GREATER THAN THAT PAID BY LICENSEE TO BRAZOS TECHNOLOGY UNDER THIS AGREEMENT AS A

MAINTENANCE FEE FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF THE CAUSE OF ACTION.

## XII. General

A. Each party acknowledges that it is bound by the terms of this Agreement and further agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other Agreement with respect to software maintenance, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by a written instrument duly executed by both parties.

B. This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas. Any and all proceedings relating to the subject matter hereof shall be maintained in the state or federal courts of Brazos County, Texas, which courts shall have exclusive jurisdiction for such purpose. Each of the parties waives any objection to venue or in personam jurisdiction, provided that service is effective.

C. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

D. Neither party may assign, without the prior written consent of the other, its rights, duties or obligations under this Agreement to any other person or entity, in whole or in part.

E. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

## XIII. TERM AND TERMINATION

The term of this Agreement shall be for one (1) year. Software Maintenance service shall commence upon the expiration of the Warranty Period set forth in the License Agreement and shall remain in effect for the original one-year (1-year) term and, thereafter, for renewal terms on a year-to-year basis until terminated (i) by Licensee in the event the Covered Software is taken out of service and upon sixty (60) days' notice to BRAZOS TECHNOLOGY; (ii) by either party upon sixty (60) days' notice prior to the expiration of the original one-year (1-year) or any subsequent one-year (1-year) renewal term; (iii) by either party upon a default of the other party, such default remaining uncured for thirty (30) days from the date of written notice from the non-defaulting party to the other specifying such default; (iv) upon the bankruptcy or insolvency of BRAZOS TECHNOLOGY; or (v) the License Agreement is terminated. Upon such termination, BRAZOS TECHNOLOGY shall refund to Licensee a portion of



v1.1

the maintenance fee prorated to reflect the date of termination and neither BRAZOS TECHNOLOGY nor Licensee shall have any further obligations hereunder.

IN WITNESS WHEREOF, each party has caused a counterpart of the original of this Agreement to be executed as of the date first written above by its duly authorized representative.

Freeport

BRAZOS TECHNOLOGY

\_\_\_\_\_

Michael S. McAleer, President

ATTEST

\_\_\_\_\_

APPROVED AS TO CONTENT

\_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_

Assistant City Attorney

**EXHIBIT A -- COVERED SITES, SOFTWARE AND CONFIGURATION****A. Covered Sites.**

This Agreement covers the following Licensee sites:  
Freeport Police Department

**B. Covered Software.**

This Agreement covers the following software components at each site listed in Exhibit A, Section A:

Brazos BuildIT Website for eCitation processing  
Brazos RunIT Mobile software  
eCitation processing for both Symbol MC70s and Laptops

**C. Covered Configuration.**

This Agreement covers the following configuration:  
8 workstation/PDA licenses of Covered Software purchased by Licensee.

**EXHIBIT B -- AUTHORIZED LICENSEE CONTACTS**

For purposes of this Agreement, the following individuals shall be designated per site as the authorized Licensee support contacts:

Freeport PD Address:

Contact: \_\_\_\_\_  
Name, Title Phone

**EXHIBIT C -- SERVICES AND FEES****A. Maintenance Fee**

Maintenance Services for the applications and configuration listed in Exhibit A will be included in the software cost for the first year of this Agreement. This fee will be adjusted at each anniversary date of this Agreement to the then current pricing. Should additional software be licensed and installed at the Covered Site(s), the fee will be adjusted to reflect the additional software.





# e-Citation/Racial Profiling Capture for Law Enforcement Proposal

Presented to:



Submitted by:

Dale Cuthbertson  
(979) 690-2811 x103  
Brazos Technology Corporation  
P.O. Box 10713, College Station, TX 77842

Proposal Date:

November 24, 2008

Proposal is valid for 30-days from the above-listed date.

## Overview

It is our privilege to present the City of Freeport with the benefits of implementing the electronic hand-held ticket writers. We welcome this opportunity to engage with the City of Freeport in a successful endeavor, which will become the icon of the industry. Brazos Technology is committed to leveraging technology to optimize the performance of law enforcement, and our goal is to assure that your wants, needs and must haves are satisfied while performing above and beyond your expectations of a vendor.

This proposal outlines the hardware, software and resources needed to implement Brazos Technology's e-citation solution, with its inherent advantages, which will empower the department to be technologically innovative as your needs evolve. It also provides budgetary costs and outlines the next steps and assumptions in moving forward.

Thank you for your consideration. We encourage an interactive decision process, which will allow us to answer your questions and provide clarity to ensure that you are confident in making an informed decision.

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## Executive Summary

Today more and more Law Enforcement Agencies are looking for ways to improve the efficiency of the citation-writing process. Through the use of advanced mobile technologies, the capabilities in extending applications to mobile personnel are becoming more and more robust.

As Law Enforcement Agencies are beginning to extend applications to mobile devices, several aspects of this solution are critical:

- 1) Ability to extend multiple different applications to each singular device
  - a) Allowing data to be "sent" from each application to each designated device
  - b) Allowing data to be "collected" at the point of activity and reach back to those multiple data sources as well.
- 2) Ability for Law Enforcement Personnel to easily and quickly enter data (much of which can be done through auto-population such as Drivers License swiping and VIN Tag scanning) into the mobile device.
- 3) Ability for Law Enforcement Personnel to easily read, enter and manipulate data via a compact mobile device.
- 4) Ability to quickly dispose of (drop or throw) devices in case of emergency – without damaging and routinely replacing each hand-held device.
- 5) Ability for the data to interface with the Municipal Court system.

This document outlines how Law Enforcement Agencies can leverage Brazos Technology's Rapid Extension Framework (REF) and Symbol Hand-held Scanners to achieve these goals. This technology is designed to afford each Law Enforcement Agency the following benefits, including but not limited to:

- **Reallocation of Human Resources** – Citation data is electronically entered at the point of activity, so court personnel must no longer re-enter data from hand-written tickets and are available for other tasks.
- **Reduced paper flow** – Citations are printed singularly rather than in triplicate (or more), thereby reducing paper flow between Law Enforcement and the Administrative Office of the Courts.
- **Minimal data entry errors** – Minimize costly mistakes by enforcing business rules via technology, reduce amount of hand written data, and remove the need to manually transfer information from written citation to electronic database.

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# Brazos Technology Corporation e-Citation Solution Diagram

Officers can collect data by swiping Drivers License through Mag Stripe Reader, Gain Vehicle Make, Model, and Year through a scan of the VIN Tag, and easily choose offenses from drop down menus on the mobile device. Options are also available to gain key information (such as name) from credit cards, local student ID cards, etc. should an offender be without a license at time of traffic stop.



Officer with Symbol 8846 Wireless Unit

Handheld unit can speak directly to the printer via an 802.11b connection, so that the officer can collect ticket (printed while officer is walking from offender's car) at the officer's vehicle. Citation printout can include all required instructions for the offender, offender's signature, and can be designed to match the specific requirements of each PD



Vehicle with Wireless Zebra Printer



Municipal Court and Police Department

Captured Citations are uploaded into the appropriate PD and Municipal Court Databases (without the need for an intermediary server). Officers simply place the handheld devices in their cradles at the end of the shift, and all citations are downloaded automatically, while software upgrades and changes download to the devices automatically as well.

**Note:** This is only a sample layout of communication between resources. This entire process is customizable depending upon your particular needs.

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## **About Brazos Technology Corporation**

Brazos Technology provides solutions and services designed to optimize the use of mobile technology within an organization – with a strong focus on extending Law Enforcement applications and databases to devices in the hands of Law Enforcement personnel.

Brazos Technology was formed in 2000 and is committed to providing rock-solid solutions that are applicable and relevant to the unique needs of the men and women in law enforcement. We are based in College Station, TX and are an approved CISV vendor with the state of Texas.

With more than 40 agencies actively using the Brazos Technology Ticket Writer, Brazos has been able to establish a proven track record of combining a solid solution with superior implementation, training and customer service.

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## About Brazos Technology Corporation's Partner - Symbol Technologies, Inc.

Symbol Technologies, Inc., founded in 1975, is a global leader in secure mobile information systems that integrate application-specific handheld computers with wireless networks for data, voice and bar code data capture. Symbol products and services increase productivity and reduce costs for the world's leading retailers, logistics and transportation companies, government agencies, manufacturers and providers of healthcare, hospitality and homeland security.

Symbol's proven technology delivers efficiency. A unique combination of industry-leading innovation and award-winning ergonomic design, with miniaturization, superior power management and product ruggedization is the hallmark of Symbol's products.

### Automated Citation Solutions - Symbol Technologies

Throughout the world, most law enforcement citations issued by police officers or officials for traffic or other minor violations are handwritten. After issuance, the citations (also called tickets, violation notices or infringement notices) are then manually entered into multiple databases using a key-based system. These manual systems are prone to many data entry errors or misinterpretation due to illegible writing.

Data entry error from these manual processes has far-reaching cost, efficiency and accuracy implications at each level of government:

- **Police services, departments and authorities:** inaccurate records of violations
- **Court and justice services:** reduced ability to prosecute, convict or collect revenue efficiently
- **Motor vehicle departments:** inability to ensure that motorists with repeat violations remain off the road
- **Transportation departments:** inability to plan infrastructure improvements related to traffic signs, signals and congestion areas



Because of these inefficiencies and the resulting low productivity, the old manual key-based data entry processes have a negative effect on the organization's ability to serve the public.

A proven solution is available to eliminate these inefficiencies: **wireless handheld mobile computing systems.**

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## Software

**Remote Data Capture (RDC)** - Designed to run on any Windows CE or Pocket PC mobile device, RDC has been specifically designed for the unique constraints of a mobile device, to include small screen size, lack of true keyboard for entry, and the availability of barcode scanners and camera. RDC is completely flexible, allowing for the enforcement of business rules specific to your needs, to ensure speed and accuracy in performing mobile tasks and data collection. RDC supports any number of tasks, allowing a single device to serve in many capacities simultaneously. Brazos Technology refers to the combination of a mobile device and the RDC application as "an RDC".

Brazos Technology's RDC has also been specifically tailored to work in an e-Citation environment to meet the unique demands of each individual law enforcement agency – and with little effort be able to meet the constant demands brought on by:

- Changes in local and national laws,
- Changes in business processes,
- Changes and upgrades of back-end systems connecting to the mobile devices,
- And changes and upgrades of the mobile devices themselves.

## Training

Brazos Technology provides training on two levels – (1) the administration and operation for overall management of the framework and configuration and (2) the mobile device user for the daily tasks, which will be performed using the e-Citation platform. One or more persons should be identified as the designated trainer(s). Brazos Technology will equip the designated internal trainers to perform training as needed.

Brazos Technology also offers a more comprehensive training program that entails having a Brazos representative on-site during the rollout of the application. During the rollout phase, the Brazos representative can 'ride-along' with the officers to provide on the job training – which has proven to be the most beneficial way to ensure officer is up to speed in the most efficient way possible.

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## Hardware

### Symbol MC70 with 2D Barcode Scanner



Rated for a 4-5 foot drop to concrete and water resistant means your officers will be using the most rugged, reliable ticketwriter available! Using it in the rain is also no problem. It has a 624MHz processor, 128 MB of RAM, Microsoft Mobile 5.0 operating system, 802.11 connectivity, a Bluetooth radio, and optional cellular capability. This device has a built-in 2D scanner which allows the Brazos Solution to capture pictures, associate those pictures with the citation, and scan 2D barcodes.

For complete technical specifications, please go to the following URL:  
<http://www.symbol.com/MC70/>

### ZEBRA RW420 Printer



Designed for the Road Warrior, the Zebra RW 420 is a mobile printer ideal for Law Enforcement applications. Its convenient vehicle mounting and charging options, as well as its user-intuitive interfaces and angled display allow for ease-of-use while on the go!

For complete technical specifications, please go to the following URL:  
<http://www.zebra.com/id/zebra/na/en/index/products/printers/mobile/rw420.html>

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Number of mobile devices: 8

Number of MDC's: 0

Description	Price
<b>Software and Services</b>	\$17,200
<b>Hardware - Printers</b>	\$8,348
<b>Printer Paper</b>	\$85
<b>Hardware - Devices (based on Symbol MC70)</b>	\$20,154
<b>TOTAL PROJECT PRICE</b>	<b>\$45,787</b>

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<b>Software and Services</b>			
<b>Description</b>	<b>Unit Price</b>	<b>Qty</b>	<b>Extended Price</b>
<b>Brazos RDC Software</b> <ul style="list-style-type: none"> <li>● One (1) year maintenance/support</li> <li>● Citations</li> <li>● Warnings</li> <li>● Field Interviews</li> <li>● Parking Tickets</li> <li>● Stand-alone Racial Profiling (when not captured via the other methods)</li> </ul>	\$650	8	\$5,200
<b>Setup and Configuration of Solution</b> *One-time fee independent of number of devices <ul style="list-style-type: none"> <li>● Customized Screen and Print Layouts (from an existing layout)</li> <li>● Creation of Web report that is exactly like defendant citation</li> <li>● Customization of Offenses (includes additional information)</li> <li>● Import of Officer Information</li> <li>● Import of Location Information (if applicable)</li> <li>● Implementation of Bluetooth communication between mobile device and printer</li> <li>● Integration with court software</li> <li>● Installation of all software at customer site</li> <li>● Customization of additional reports</li> </ul>	\$7,500	1	\$7,500
<b>**Translation Services - \$200 fee / language</b>	\$200	0	\$0
<b>Training</b> <ul style="list-style-type: none"> <li>● Two (2) days of officer/employee training</li> <li>● One (1) day of administrator training</li> <li>● Includes classroom and OJT training</li> <li>● All documentation</li> </ul>	\$3,000	1	\$3,000
* Travel and expenses are not included ** Additional training provided at \$1,500 per day	\$1,500	1	\$1,500
<b>TLETS Message Switch</b> <ul style="list-style-type: none"> <li>● Standard MDC Requests &amp; Returns</li> <li>● Annual License and Support - 1 to 50 Users</li> </ul>	\$5,000	0	\$0
* Additional Users beyond 50 - (increments of 50)	\$2,500	0	\$0
<b>Total for Software and Services:</b>			<b>\$17,200</b>


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<b>Hardware - Printers</b>			
** Assumes all devices are not mounted in vehicles and that the wall charger is purchased.			
<b>Description</b>	<b>Unit Price</b>	<b>Qty</b>	<b>Extended Price</b>
<b>Zebra RW420 Bluetooth Printer</b> <ul style="list-style-type: none"> <li>One (1) year manufacturer's warranty</li> <li>Bluetooth Communications</li> </ul> *To charge this printer you will need either the vehicle or wall mounted chargers below	\$731	8	\$5,848
<b>Vehicle Charger for Printer (optional)</b> <ul style="list-style-type: none"> <li>12VDC with pigtailed to wire directly into a vehicle</li> <li><i>* Installation Not Included</i></li> </ul>	\$95	0	\$0
<b>Wall Charger for Printer (optional)</b> <ul style="list-style-type: none"> <li>110VAC plug to recharge the printer from a standard wall socket</li> </ul>	\$65	0	\$0
<b>Vehicle Doc w/Charger for RW420 (optional)</b> <ul style="list-style-type: none"> <li>Docking unit to secure printer in vehicle installations</li> <li><i>* Installation Not Included</i></li> </ul>	\$250	10	\$2,500
<b>Additional Batteries for RW420 (optional)</b>	\$78	0	\$0
<b>Zebra Charger Quad Li-Ion 4-Bay Battery Charger</b>	\$345	0	\$0
<b>Extended Warranty for RW420 (optional)</b> <ul style="list-style-type: none"> <li>4 years Bronze Support</li> <li>3 - 5 Day turnaround</li> </ul>	\$380	0	\$0
<b>Total for Printers:</b>			<b>\$8,348</b>
<b>Supplies</b>			
<b>Description</b>	<b>Unit Price</b>	<b>Qty</b>	<b>Extended Price</b>
One case (36 rolls) of standard thermal paper	\$85	1	\$85
One case (36 rolls) of Poly thermal paper	\$250	0	\$0
<b>Total for Printer Paper:</b>			<b>\$85</b>

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<b>Hardware - MC70</b>			
<b>Description</b>	<b>Unit Price</b>	<b>Qty</b>	<b>Extended Price</b>
 <b>RECOMMENDED DEVICE</b> Symbol MC70 (2D Imager) * Described above * Includes AT&T Cellular Capability	\$1,710	8	\$13,680
<b>Magnetic Stripe Reader Attachment</b>	\$175	8	\$1,400
<b>No Cellular Capability</b>	(\$208)	0	\$0
<b>Cellular AT&amp;T/Cingular Capability with GPS</b>	\$70	8	\$560
<b>Cellular Sprint Capability</b>	\$209	0	\$0
<b>Cellular Verizon Capability</b>	\$278	0	\$0
<b>Single Docking Cradle for MC70</b> <ul style="list-style-type: none"> <li>• Price includes all cables</li> <li>• Requires Microsoft ActiveSync and computer w/Internet connection</li> </ul>	\$175	0	\$0
<b>USB Charging Cable Assembly for MC70</b> <ul style="list-style-type: none"> <li>• Price includes all cables</li> <li>• Requires Microsoft ActiveSync and computer w/Internet connection</li> </ul>	\$97	0	\$0
<b>Charging Cable Assembly for MC70</b> <ul style="list-style-type: none"> <li>• Price includes all cables</li> </ul>	\$85	0	\$0
<b>4-bay Docking Cradle for MC70 (Highly Recommended)</b> <ul style="list-style-type: none"> <li>• Price includes all cables (power supply and 6' network cable)</li> </ul>	\$545	2	\$1,090
<b>Extended Warranty for MC70</b> <ul style="list-style-type: none"> <li>• 3 years Bronze Support</li> <li>• 3 – 5 Day turnaround</li> <li>• Comprehensive Coverage (no fault)</li> <li>• *Can only be purchased with new device</li> </ul>	\$290	8	\$2,320
<b>Additional Extended Life Batteries for MC70</b> <ul style="list-style-type: none"> <li>• 2x Battery</li> </ul>	\$83	8	\$664
<b>4 - Bay Battery Charger for Extended Life Batteries</b>	\$220	2	\$440
<b>Auto Charger Cable</b> <ul style="list-style-type: none"> <li>• Auto Charger Cable for MC70 w/cigarette lighter adapter</li> </ul>	\$122	0	\$0
<b>4 - Port USB Hub if required for installation</b>	\$99	0	\$0
<b>Total for MC70:</b>			<b>\$20,154</b>

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**Ongoing Software Fees**

Annual Fees after the first year

<b>Brazos Technology</b>	<b>\$200 / unit</b>
e-Citation updates, license renewal	
Brazos Technology e-mail Support	
Std maintenance covers config changes (up to 5 new fields and 1 new report per quarter)	
Interface to Court System	\$650
Interface to RMS System	\$650
*Any additional interfaces have an annual support cost of \$650 ea.	

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TLETS Message Switch (installed), annual license and support (1-50 Users)   \$5,000

\*additional user annual support = \$2,500/50 user increment - **(Not applicable unless TLETS is activated.)**

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## Point of Contact

The City of Freeport and the Freeport Municipal Court will have one (1) point of contact for implementation of software and subsequent maintenance needs. The point of contact with City of Freeport will be determined later.

Brazos Technology will schedule a **Kick-Off Meeting** with client to confirm configuration information and schedule Implementation and Training.

## Payment Terms

Brazos Technology Corporation will bill the City of Freeport for hardware upon delivery. Standard Net 30 terms apply.

Brazos Technology Corporation will bill the City of Freeport for the remaining balance upon completion of installation and delivery of Phase I of this solution.

Standard Net 30 terms apply.

## Mutual Responsibilities

The successful implementation of this project is contingent upon two primary factors:

- 1) Brazos Technology's dedication to support the City of Freeport throughout the pre-implementation and implementation phases, as well as throughout the lifecycle of the software to timely respond to support needs and
- 2) For the **Municipal Courts** and the **Police Department** to work diligently with Brazos Technology to identify and document its requirements and needs for this project (to be documented during pre-implementation phase) - as well as to show the dedication of its workforce to adopt such technology.

## Rapid and Easy Extension of Other Applications

Because of Brazos Technology's unique methodology for extending applications to the mobile paradigm, the following are just a few examples of applications that could easily be extended to the mobile units literally within days of being requested by each agency (*please request a quote for this capability – not included in this quote*):

- **Accident/Crash Reports**
- **Seized Property and Evidence Tagging and Tracking**
- **Replacement gear ordering by officers**
- **Vehicle repair work-order submissions**
- **Community Outreach Programs Applications**
- **Rotation Wrecker Management System**

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## Assumptions

The following are assumptions on which the recommendations in this Proposal are based:

1. All information sources required for the mobile device are accessible through the City of Freeport network or the Internet.
2. Brazos will utilize the standard **[Court System]** interface for the Municipal Court System.
3. Real-time TLETs queries are not required at this time. (unless indicated on page 10)
4. An active internet connection is available at the location where the synchronization device will be installed.
5. Brazos Technologies does not provide installation services for hardware to be "mounted" into vehicles.
6. Any interface costs levied by Court or RMS system providers are separate and not reflected in this proposal

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### Signature Approvals

Approval of this proposal document represents an agreement to accept the charges for the activities as stated previously. Any revisions to this agreement will necessitate inclusion of written amendments and prior written approval of all signing principals.

The authorized signatures below represent agreement with the proposal and represent authorization to proceed with the work as defined.

**Total project price \$45,787**

**Agreed to and Accepted by:**

**City of Freeport**

**Brazos Technology Corporation**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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Title

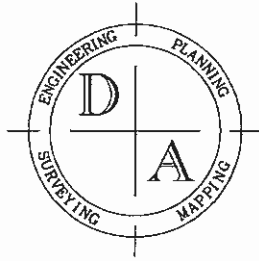
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Date

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**DAMIAN & ASSOCIATES, INC.**  
 ENGINEERING, PLANNING, SURVEYING AND MAPPING  
 1512 N. AVENUE J  
 FREEPORT, TX 77541  
 BUSINESS (979) 233-7177  
 FAX (979) 233-3877

October 28, 2008

Honorable George Mitchell  
 Village of Jones Creek  
 7207 Stephen F. Austin Rd.  
 Jones Creek, Texas

Dear Mayor Mitchell:

It was recently requested by the Village of Jones Creek that Damian & Associates, Inc. calculate the daily volume of water the Village of Jones Creek would be required to purchase from the Brazosport Water Authority. Following the Texas Commission on Environmental Quality (TCEQ) design criteria, the average daily volume calculated for the projected Village of Jones Creek population equates to approximately 245,475 gallons of water per day.

The calculation guidelines can be found on the TCEQ website. The calculated estimate is found by taking the projected population growth that is expected and multiplying it by the average daily flow per day per capita. This formula gives the Average Daily Flow per Day for the entire Village of Jones Creek. Then you take the Average Daily Flow and multiply it by a factor of 1.5. This gives you the Permitted Flow of 245,475 gallons per day. The table below shows the values that were calculated from the guidelines.

Population Projection for 2028	Average Daily Flow Per Capita (GPDPC)	Average Daily Flow (GPD)	Permitted Flow (Average Daily Flow x 1.5 (GPD))
2,182	75	163,650	245,475

This criteria is used in designing new Water Facilities but in this case was used to approximate the daily volume of water needed for the Village of Jones Creek.

If you have any questions, please call.

Sincerely,

Ron Damian Jr.  
 Damian & Associates, Inc.

THE STATE OF TEXAS       X  
                                   X  
 COUNTY OF BRAZORIA       X

CONSENT TO USE OF EASEMENTS

The CITY OF FREEPORT, TEXAS (a municipal corporation lying and situated in Brazoria County, Texas, herein called "the City"), hereby consents to PORT FREEPORT (a body corporate and politic also lying and situated in Brazoria County, Texas, herein called "the Port"), granting the following rights-of-way for the installation of a natural gas pipeline (hereinafter "the Pipeline") providing natural gas service to American Rice, Inc., a Delaware corporation, its assigns, or the best high bidder on such easements ("Easement Holder"):

First Parcel

A strip within five feet of the southerly line of the 1855 foot by 20 foot sewer easement that is adjacent to the south line of Blocks 8, 9, 23 and 24 of the Freeport Townsite of the City granted by the Freeport Sulphur Co. to the City by the instrument dated September 9, 1947, recorded in Volume 412, page 402 of the Deed Records of Brazoria County, Texas.

Second Parcel

A strip five feet off of the easterly line of and within the Terminal Street right-of-way, between East 8<sup>th</sup> St. and East 5<sup>th</sup> St., as shown on the plat of the Freeport Townsite of the City recorded in Volume 2, page 95 of the Plat Records of Brazoria County, Texas.

under the following terms and conditions:

First, the Port will specify in the easements that after the installation of the line, the Easement Holder, at its expense, will restore the above easements to a condition that is the same or better than the condition the same are in on the date the easement is granted by the Port.

Second, the Port will specify in the easements that the Easement Holder will maintain the line so as to prevent it from becoming a hazard to the safety of the citizens of the City or the customers and tenants of the Port; and, if it becomes necessary for the Easement Holder to excavate in connection with such maintenance, the Easement Holder will, at its expense, restore the above easements to a condition that is the same or better than the condition the same are in on the date the easement is granted by the Port.

Third, the rights granted to the Port by this consent shall not be used to extend the line north of East 5<sup>th</sup> St., without the express written consent of the City.

Fourth, as used herein, the term "Indemnified Parties" means the Port and the City of Freeport, and their respective officers, directors, employees, agents, successors and assigns. To the fullest extent permitted by law and regardless of any degree of fault, omission or negligence, strict liability, strict statutory liability, strict products liability or negligence per se of the Indemnified Parties, any easements granted to the Easement Holder shall require the Easement Holder to assume all liability for, and agree to defend, indemnify and hold the Indemnified Parties harmless from all claims, fines, damages, liabilities, losses, costs, expenses (including without limitation reasonable attorneys' fees and court costs), penalties, assessments, environmental response costs, and/or injunctive obligations, which may be suffered or incurred at any time by the Indemnified Parties, on account of injuries to or death of any persons, damage to or destruction of any property, and/or any violation of any applicable law, rule, regulation, or order of any governmental entity, caused by, resulting from, or arising out of the construction, operation, maintenance (and failure to maintain), repair (and failure to repair), replacement, removal and use of the Pipeline and/or any related equipment and appurtenances, or the rights granted herein.

Fifth, the Easement Holder will be required to place and maintain an above ground marker locating each line installed at each intersection, i.e. the intersections of Poplar, Spruce and Terminal with East 8<sup>th</sup> St., East 7<sup>th</sup> St., East 6<sup>th</sup> St. and East 5<sup>th</sup> St.

GRANTED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

THE CITY OF FREEPORT, TEXAS

By \_\_\_\_\_  
Larry McDonald, Sr., Mayor

ATTESTED: \_\_\_\_\_  
Delia Munoz, City Secretary

AGREED AND ACCEPTED the \_\_\_\_ day of \_\_\_\_\_, 2008.

PORT FREEPORT

By \_\_\_\_\_  
James F. Brown, Jr., Chairman  
Port Commission

ATTESTED: \_\_\_\_\_  
Ravi K. Singhania, Secretary  
Port Commission

THE STATE OF TEXAS X

COUNTY OF BRAZORIA X

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2008, by LARRY  
McDONALD, SR., as the Mayor of the City of Freeport.

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS X

COUNTY OF BRAZORIA X

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2008, by JAMES F.  
BROWN, JR., as Chairman of the Port Commission.

\_\_\_\_\_  
Notary Public, State of Texas

Port Freeport/American Rice/Pipeline Easement  
City of Freeport Consent to Use of Easements, 08.12.01 AD