



MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as “State”, party of the first part, and Brazoria County, hereinafter called the County, party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS on the 28th day of December 2022, the governing body for the County, entered into Resolution/Ordinance No.6.H.1 hereinafter identified by reference, authorizing the County's participation in this agreement with the State; and

WHEREAS the County has requested the State to permit the construction, maintenance, and operation of a public Automatic License Plate Recognition (ALPR) Cameras on the highway right of way, (ROADWAY See Attachment, CONTROL SECTION NO. See Attachment.)

(General description of area including either the control number or GPS coordinates.)

Shown graphically by the preliminary conceptual site plan in Exhibit “A” and being more specifically described by metes and bounds of Exhibit “B”, which are attached and made a part hereof; and

WHEREAS the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the County will enter into agreements with the State for the purpose of determining the respective responsibilities of the County and the State reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

The County will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the County, shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the County and found not to comply with ADA or TAS shall be corrected at the entire expense of the County.

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1¹/₂ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the County. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow. If the State determines that the County has failed to comply with these responsibilities, it will perform the necessary work and charge the County the actual cost of the work.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The County shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The County shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the County for use of the facility under this agreement, the County will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, or maintenance of the facility the County must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.

C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the County's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations hereinto make improvements to said facility shall immediately cease and terminate and County shall be responsible for the facility's timely removal at no cost to the State. If the State determines that County has failed to timely remove the facility, it will perform the necessary work and charge County the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The County shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The County shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

TO THE EXTENT ALLOWED BY LAW AND UP TO THE LIMITATIONS ON LIABILITY SET FORTH IN THE TEXAS TORT CLAIMS ACT, AS AMENDED THE COUNTY WILL INDEMNIFY THE STATE AGAINST ANY AND ALL DAMAGES AND CLAIMS FOR DAMAGES, INCLUDING THOSE RESULTING FROM INJURY OR DEATH OF PERSONS OR FOR LOSS OF OR DAMAGE TO PROPERTY, ARISING OUT OF, INCIDENT TO OR IN ANY MANNER CONNECTED WITH THE CONSTRUCTION, OPERATION OR MAINTENANCE OF THE FACILITY, WHICH INDEMNIFICATION SHALL EXTEND TO AND INCLUDE ANY AND ALL COURT COSTS, ATTORNEY'S FEES AND EXPENSES RELATED TO OR CONNECTED WITH ANY CLAIMS OR SUITS FOR DAMAGES AND SHALL, IF REQUESTED IN WRITING BY THE STATE TO DO SO, ASSIST THE STATE OR RELIEVE THE STATE FROM DEFENDING ANY SUCH SUITS BROUGHT AGAINST IT. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.

No party to this agreement intends to waive, relinquish, limit, or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors, or employees. Such responsibility includes but is not limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the County. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the County shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

13. INSURANCE

The County, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. County shall include TxDOT as an additional insured by endorsement in County's commercial general liability insurance policy. Prior to beginning work on the State's right of way, the County's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The County shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

17. CIVIL RIGHTS ASSURANCES

The County, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the County shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

20. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The County must provide the State with access to any information the State considers relevant to the investigation or audit, The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the County if that service is authorized by this agreement.

21. AUTHORITY OF STATE AUDITOR

The State auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

| STATE | (Name of other party) |
|--|---|
| Texas Department of Transportation Maintenance Division 125 East 11 th Street Austin, Texas 78701-2483 | Brazoria County Sheriff's Office 3602 CR 45 Angleton, Texas 77515 |

23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

Exhibit A - General Layout

Exhibit B - Metes and Bounds Description

Exhibit C - Approved Construction Plans

Exhibit D - Certificate of Insurance (TxDOT Form 1560)

Exhibit E - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the County on the _____ day of _____, 20____ and the,

State on the _____ day of _____, 20_____.

STATE OF TEXAS

Brazoria County

(Name of other party)

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Signature

By: _____
Director, Maintenance Division

Printed Name

Title

Printed Name

Agency

Date

APPROVAL RECOMMENDED:

Contact Office and Telephone No.

District Engineer

Printed Name

Date

ATTACHMENT A

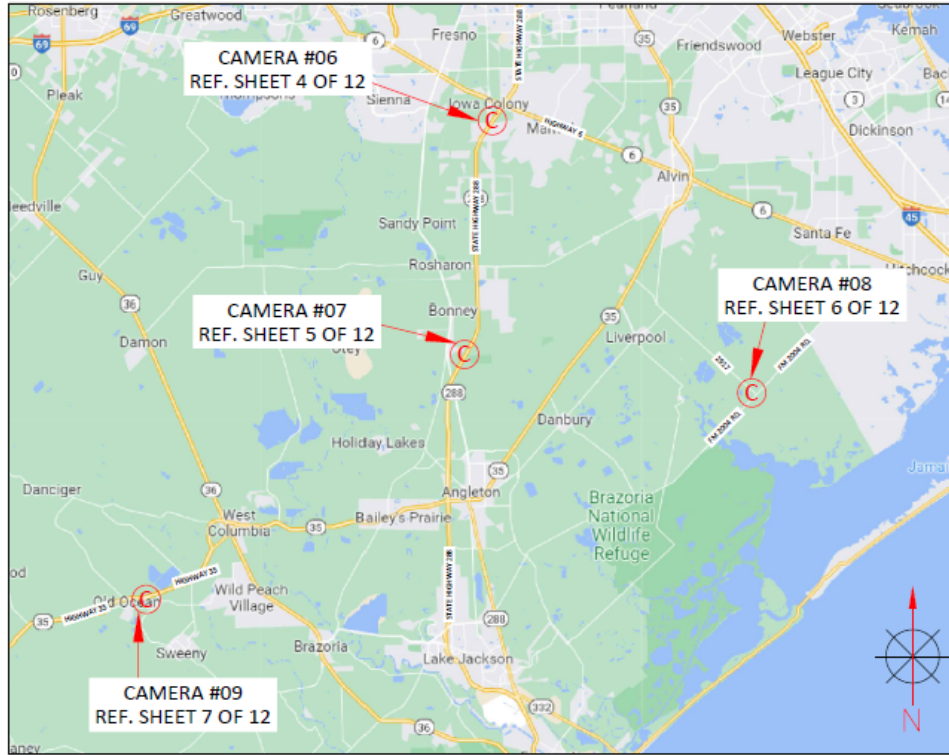
Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.105.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.
2. Any change in the authorized use of real property interest shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. Real property interest shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the real property interest facility ceases to be used or is abandoned.

EXHIBIT E

EXHIBIT A

LOCATION / VICINITY MAP



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METES AND BOUNDS EXHIBIT B

| CAMERA NO. | LOCATIONS | | | |
|------------|-------------------|------------|---------------------------------------|-------------------------|
| | STREET | DIRECTION | LATITUDE, LONGITUDE | POLE |
| 06 | STATE HIGHWAY 288 | SOUTHBOUND | 29.478823404457145,-95.40413824128895 | TX-CORR - DOT POLE |
| 07 | STATE HIGHWAY 288 | NORTHBOUND | 29.273063040640146,-95.44207666337275 | TX-CORR - DOT POLE |
| 08 | FM 2004 | SOUTHBOUND | 29.24998095265672,-95.16728033066006 | EX. TRAFFIC SIGNAL POLE |
| 09 | TX-35 | EASTBOUND | 29.069764861532295,-95.78808819030368 | TX-CORR - DOT POLE |



| REV | DESCRIPTION | DATE | BY |
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| TITLE: CAMERA LOCATION INFORMATION |
| SCOPE OF WORK: TXDOT ALPR CAMERA INSTALLATION |

PLANS PREPARED BY:
CHC
A CONGRUEX COMPANY
 9095 Rio San Diego Dr. Ste 165
 San Diego, CA 92108-1694
 (949) 250-0004 / FAX (949) 250-0006

| |
|---------------------------------|
| PROJ#: 284164 |
| DRAWN BY: ARSHIYA KHAN |
| CHECKED BY: HARDIK GOSAIN |
| APPROVED BY: ALY BOLICK |
| DATE: 05/25/2023 SHEET: 3 OF 12 |

**STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION
SUBMITTED BY BRAZORIA COUNTY
SHERIFF'S OFFICE**

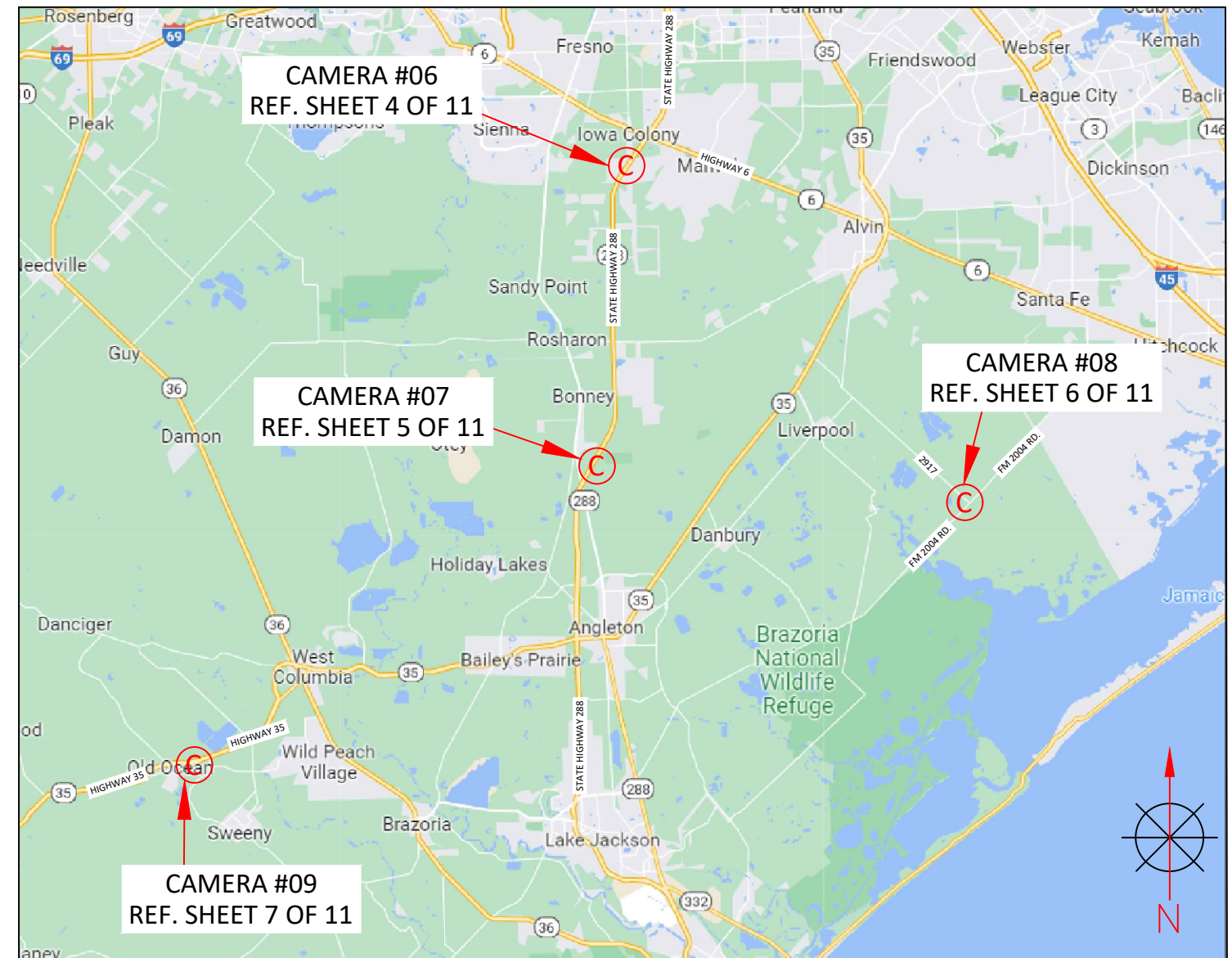


**AUTOMATIC LICENSE PLATE READING
(ALPR) CAMERAS PERMIT**

LOCATION / VICINITY MAP

INDEX OF DRAWING

- SHEET 1 : COVER SHEET AND CAMERA LOCATION MAP
- SHEET 2 : GENERAL NOTES AND TRAFFIC DESIGN TABLES
- SHEET 3 : CAMERA LOCATION INFORMATION
- SHEET 4-7 : SITE PLAN
- SHEET 8-9 : TRAFFIC CONTROL PLAN
- SHEET 10-11 : POLE DETAILS



| | | | | | | | |
|--|-----|--------------------------|----------|------|---|---|--|
| | REV | DESCRIPTION | DATE | BY | TITLE: | PLANS PREPARED BY: A CONGRUEX COMPANY 9095 Rio San Diego Dr. Ste 165 San Diego, CA 92108-1694 (949) 250-0004 / FAX (949) 250-0006 | PROJ#: 284164 DRAWN BY: ARSHIYA KHAN CHECKED BY: HARDIK GOSAIN APPROVED BY: ALY BOLICK DATE: 05/25/2023 SHEET: 1 OF 11 |
| | 01 | UPDATED AS PER REQUESTED | 01/03/24 | A.K. | COVER SHEET AND CAMERA LOCATION MAP | | |
| | 02 | UPDATED AS PER REQUESTED | 01/12/24 | A.K. | SCOPE OF WORK: TXDOT ALPR CAMERA INSTALLATION | | |

GENERAL NOTES AND TRAFFIC DESIGN TABLES

1. TRAFFIC CONTROL PLAN SHALL CONFORM TO THE MOST CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (FHWA) AND STATE STANDARD PLANS.
2. NO LANE CLOSURES PERMITTED BEFORE 9:00AM AND AFTER 3:00PM.
3. ALL AFFECTED RESIDENTS, BUSINESSES, AGENCIES, AND SCHOOLS SHALL BE GIVEN A 72 HOURS NOTICE PRIOR TO THE START OF WORK AND THEIR ACCESS SHALL BE MAINTAINED AT ALL TIMES.
4. TEMPORARY NO PARKING SIGNS SHALL BE POSTED 48 HOURS PRIOR TO START OF WORK.
5. ALL CONFLICTING SIGNS, STRIPING OR PAVEMENT MARKINGS SHALL BE COVERED OR REMOVED AND REPLACED WHEN WORK IS COMPLETED.
6. TRAFFIC DIRECTION THROUGH A SIGNALIZED INTERSECTION SHALL BE CONDUCTED BY THE COUNTY OF BRAZORIA UNIFORMED POLICE OFFICER OR A COMMUNITY SERVICE OFFICER ONLY. SHOULD WORK REQUIRE A SIGNAL TO BE OVERRIDDEN, ARRANGEMENT SHALL BE MADE WITH THE CITY POLICE DEPT AND TRANSPORTATION ENGINEERING DEPT AT LEAST 14 DAYS PRIOR TO START OF WORK.

Table 6C-1. Suggested Advance Warning Sign Spacing

| Road Classification | Posted Speed (MPH) | Sign Spacing "X" (FT.) |
|-----------------------|--------------------|--|
| Conventional Highway | 25 | 100 |
| | 30 | 120 |
| | 35 | 160 |
| | 40 | 240 |
| | 45 | 320 |
| | 50 | 400 |
| | 55* | 500 |
| | 60* | 600 |
| | 65* | 700 |
| | 70* | 800 |
| Expressway or Freeway | 75* | 900 |
| | 80* | 1000 |
| Expressway or Freeway | All Speeds | See Typical Applications (Chapter 6H) ** |

Table 6C-3. Taper Length Criteria for Temporary Traffic Control Zones

| Type of Taper | Taper Length |
|---------------------------------|---------------------------------|
| Merging Taper | at least L |
| Shifting Taper | at least 0.5 L |
| Shoulder Taper | at least 0.33 L |
| One-Lane, Two-Way Traffic Taper | 50 FT. minimum, 100 FT. maximum |
| Downstream Taper | 50 FT. minimum, 100 FT. maximum |

Note: Use Table 6C-4 to calculate L

Table 6C-4. Merging Taper Lengths and Spacing of Channelizing Devices

| Posted Speed | Formula | * Minimum Desirable Taper Lengths | | | Suggested maximum Spacing of Channelizing Devices | |
|--------------|-----------------------|-----------------------------------|------------|------------|---|--------------|
| | | 10' Offset | 11' Offset | 12' Offset | On a taper | On a tangent |
| 30 | $L = \frac{WS^2}{60}$ | 150' | 165' | 180' | 30' | 60' |
| 35 | | 205' | 225' | 245' | 35' | 70' |
| 40 | | 265' | 295' | 320' | 40' | 80' |
| 45 | L = WS | 450' | 495' | 540' | 45' | 90' |
| 50 | | 500' | 550' | 600' | 50' | 100' |
| 55 | | 550' | 605' | 660' | 55' | 110' |
| 60 | | 600' | 660' | 720' | 60' | 120' |
| 65 | | 650' | 715' | 780' | 65' | 130' |
| 70 | | 700' | 770' | 840' | 70' | 140' |
| 75 | | 750' | 825' | 900' | 75' | 150' |
| 80 | | 800' | 880' | 960' | 80' | 160' |

* Taper lengths have been rounded off.
L = Length of Taper (FT.) W = Width of Offset (FT.) S = Posted Speed (MPH)

Table 6C-2. Longitudinal Buffer Space

| Speed* (mph) | Length (FT.) |
|--------------|--------------|
| 20 | 40 |
| 25 | 60 |
| 30 | 90 |
| 35 | 120 |
| 40 | 155 |
| 45 | 195 |
| 50 | 240 |
| 55 | 295 |
| 60 | 350 |
| 65 | 410 |
| 70 | 475 |
| 75 | 540 |
| 80 | 615 |

* Posted speed Based upon American Association of state Highway and Transportation Officials (AASHTO) braking distance portion of stopping sight distance for wet and level pavements (A Policy on Geometric Design of Highways and Streets, AASHTO, 2004, P. 112). This AASHTO document also recommends adjustments for the effect of grade on stopping and variation for trucks.



| REV | DESCRIPTION | DATE | BY |
|-----|--------------------------|----------|------|
| 01 | UPDATED AS PER REQUESTED | 01/03/24 | A.K. |
| 02 | UPDATED AS PER REQUESTED | 01/12/24 | A.K. |

| | |
|----------------|---|
| TITLE: | GENERAL NOTES AND TRAFFIC DESIGN TABLES |
| SCOPE OF WORK: | TXDOT ALPR CAMERA INSTALLATION |

PLANS PREPARED BY:
 CHC
 A CONGRUEX COMPANY
 9095 Rio San Diego Dr. Ste 165
 San Diego, CA 92108-1694
 (949) 250-0004 / FAX (949) 250-0006

| | |
|--------------|---------------|
| PROJ#: | 284164 |
| DRAWN BY: | ARSHIYA KHAN |
| CHECKED BY: | HARDIK GOSAIN |
| APPROVED BY: | ALY BOLICK |
| DATE: | 05/25/2023 |
| SHEET: | 2 OF 11 |

CAMERA LOCATION INFORMATION

| CAMERA NO. | LOCATIONS | | | |
|------------|-------------------|------------|---------------------------------------|--------------------|
| | STREET | DIRECTION | LATITUDE, LONGITUDE | POLE |
| 06 | STATE HIGHWAY 288 | SOUTHBOUND | 29.47872563812949,-95.40442033536674 | TX-CORR - DOT POLE |
| 07 | STATE HIGHWAY 288 | NORTHBOUND | 29.272830991301955,-95.44203924733526 | TX-CORR - DOT POLE |
| 08 | FM 2004 | SOUTHBOUND | 29.249974517059528,-95.1673003131295 | TX-CORR - DOT POLE |
| 09 | TX-35 | EASTBOUND | 29.069764861532295,-95.78808819030368 | TX-CORR - DOT POLE |



| REV | DESCRIPTION | DATE | BY |
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| 01 | UPDATED AS PER REQUESTED | 01/03/24 | A.K. |
| 02 | UPDATED AS PER REQUESTED | 01/12/24 | A.K. |
| | | | |
| | | | |

| | |
|----------------|-----------------------------------|
| TITLE: | CAMERA LOCATION INFORMATION |
| SCOPE OF WORK: | TXDOT ALPR CAMERA INSTALLATION |

PLANS PREPARED BY:

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| | |
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| APPROVED BY: | ALY BOLICK |
| DATE: | 05/25/2023 |
| SHEET: | 3 OF 11 |

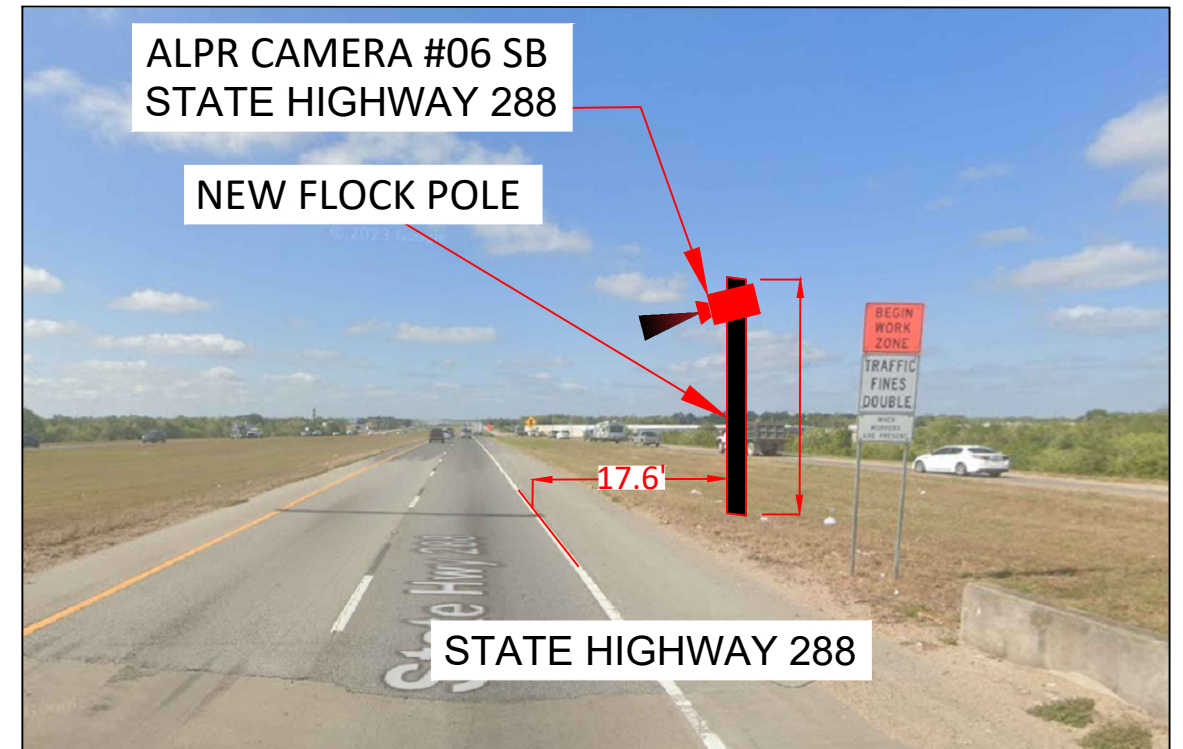
SITE ADDRESS:
22025 STATE HWY. 288, ARCOLA, TX 77583

SITE PLAN

AERIAL VIEW



STREET VIEW



| | |
|-------------|-----------|
| RTE_NM : | SH0288-RG |
| RTE_PRFX : | SH |
| RTE_NBR : | 288 |
| BEGIN_DFO : | 16.758 |
| END_DFO : | 39.536 |



| REV | DESCRIPTION | DATE | BY |
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| 01 | UPDATED AS PER REQUESTED | 01/03/24 | A.K. |
| 02 | UPDATED AS PER REQUESTED | 01/12/24 | A.K. |

TITLE: SITE PLAN
SCOPE OF WORK: TXDOT ALPR CAMERA INSTALLATION

PLANS PREPARED BY:
CHC
A CONGRUEX COMPANY
9095 Rio San Diego Dr. Ste 165
San Diego, CA 92108-1694
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PROJ#: 284164
DRAWN BY: ARSHIYA KHAN
CHECKED BY: HARDIK GOSAIN
APPROVED BY: ALY BOLICK
DATE: 05/25/2023 SHEET: 4 OF 11

SITE ADDRESS:
22679 N, STATE HWY. 288, ANGLETON, TX 77515

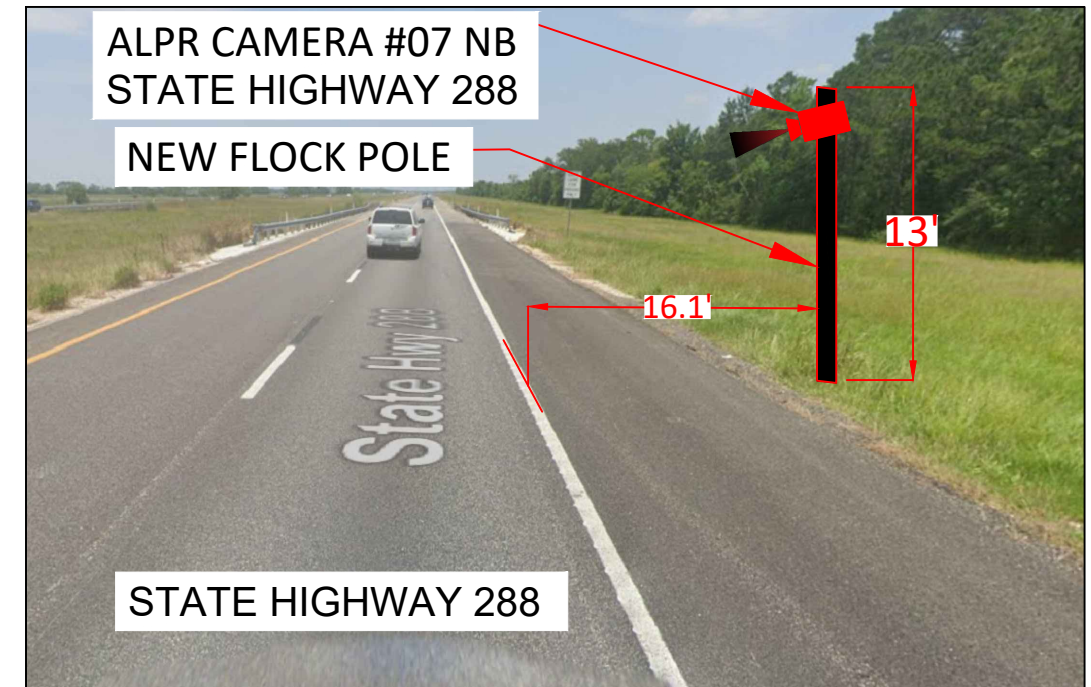
SITE PLAN

AERIAL VIEW



CAMERA #07 NB
STATE HIGHWAY 288

STREET VIEW



ALPR CAMERA #07 NB
STATE HIGHWAY 288

NEW FLOCK POLE

13'

16.1'

STATE HIGHWAY 288

| | |
|-------------|-----------|
| RTE_NM : | SH0288-LG |
| RTE_PRFX : | SH |
| RTE_NBR : | 288 |
| BEGIN_DFO : | 16.633 |
| END_DFO : | 39.412 |



| REV | DESCRIPTION | DATE | BY |
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| 02 | UPDATED AS PER REQUESTED | 01/12/24 | A.K. |

| | |
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| SCOPE OF WORK: | TXDOT ALPR CAMERA INSTALLATION |

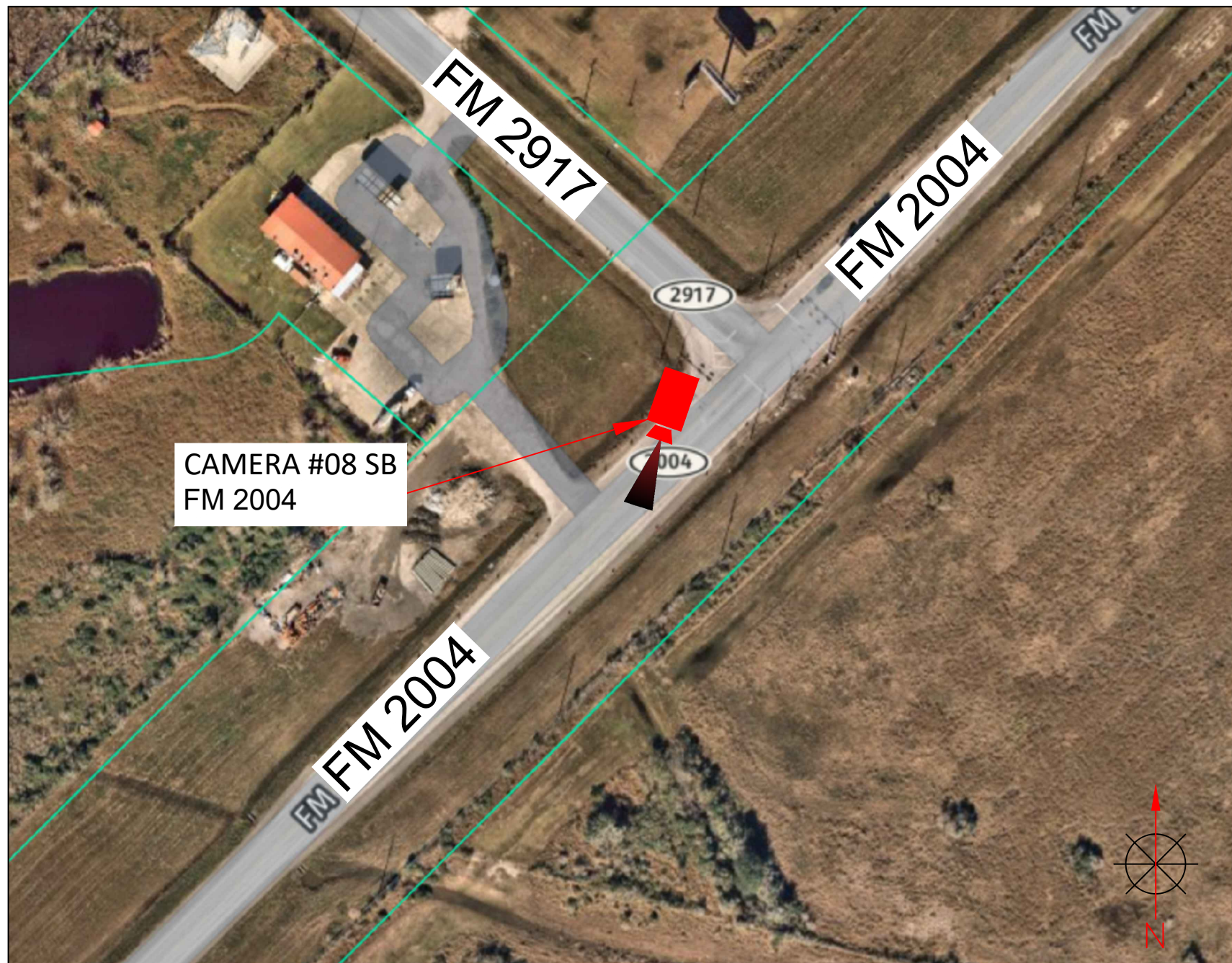
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| PROJ#: | 284164 |
| DRAWN BY: | ARSHIYA KHAN |
| CHECKED BY: | HARDIK GOSAIN |
| APPROVED BY: | ALY BOLICK |
| DATE: | 05/25/2023 |
| SHEET: | 5 OF 11 |

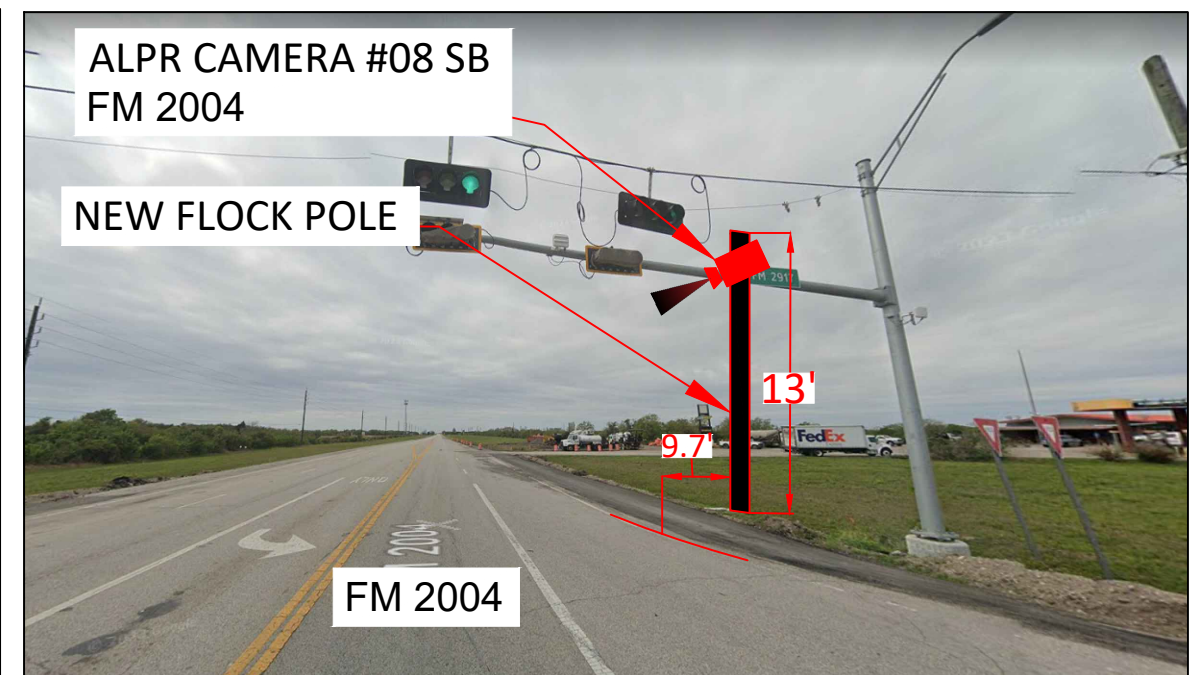
SITE ADDRESS:
13001 FM 2004, ALVIN, TX 77511

SITE PLAN

AERIAL VIEW



STREET VIEW



RTE_NM : FM2004-KG
RTE_PRFX : FM
RTE_NBR : 2004
BEGIN_DFO : 13.24
END_DFO : 46.891

flock safety

| REV | DESCRIPTION | DATE | BY |
|-----|--------------------------|----------|------|
| 01 | UPDATED AS PER REQUESTED | 01/03/24 | A.K. |
| 02 | UPDATED AS PER REQUESTED | 01/12/24 | A.K. |

TITLE: **SITE PLAN**

SCOPE OF WORK: **TXDOT
ALPR CAMERA INSTALLATION**

PLANS PREPARED BY:
CHC
A CONGRUEX COMPANY
9095 Rio San Diego Dr. Ste 165
San Diego, CA 92108-1694
(949) 250-0004 / FAX (949) 250-0006

PROJ#: 284164

DRAWN BY: ARSHIYA KHAN

CHECKED BY: HARDIK GOSAIN

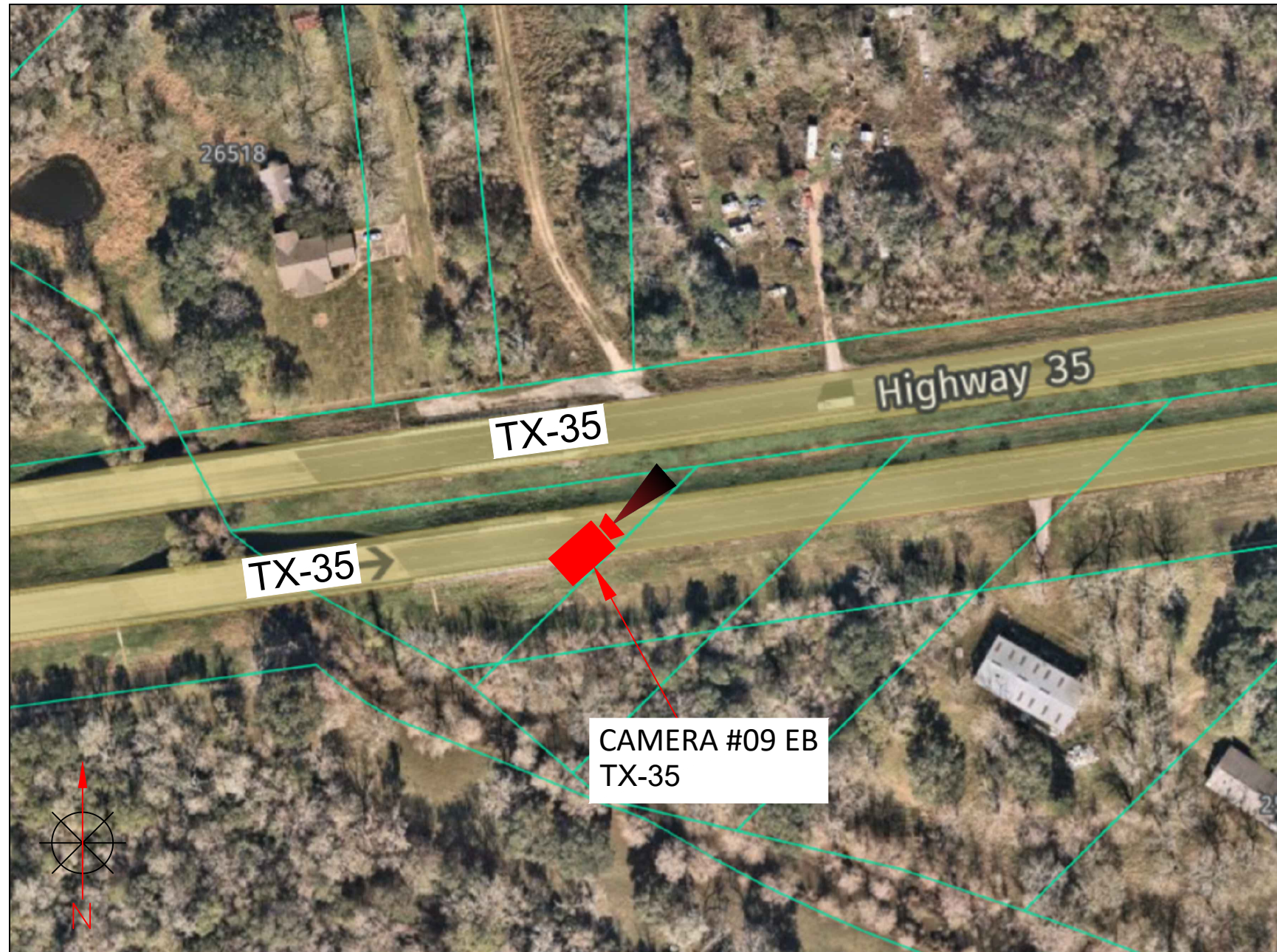
APPROVED BY: ALY BOLICK

DATE: 05/25/2023 SHEET: 6 OF 11

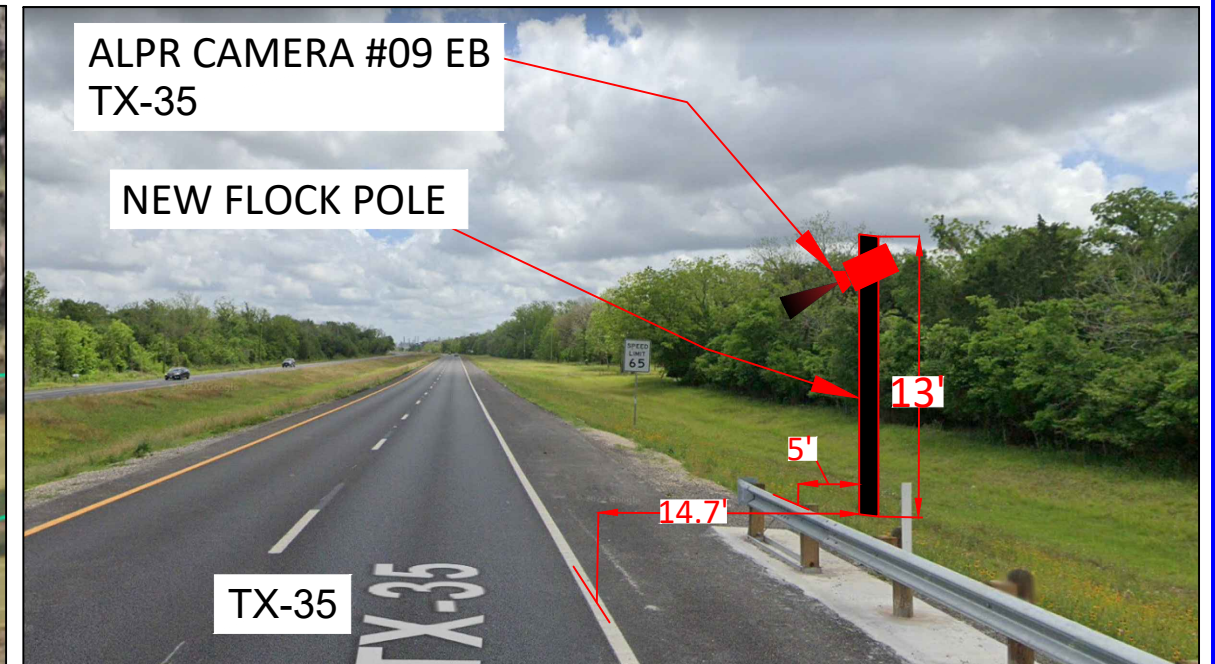
SITE ADDRESS:
25799 TX-35, SWEENY, TX 77480

SITE PLAN

AERIAL VIEW



STREET VIEW



RTE_NM : SH0035-LG
 RTE_PRFX : SH
 RTE_NBR : 35
 BEGIN_DFO : 56.833
 END_DFO : 67.245

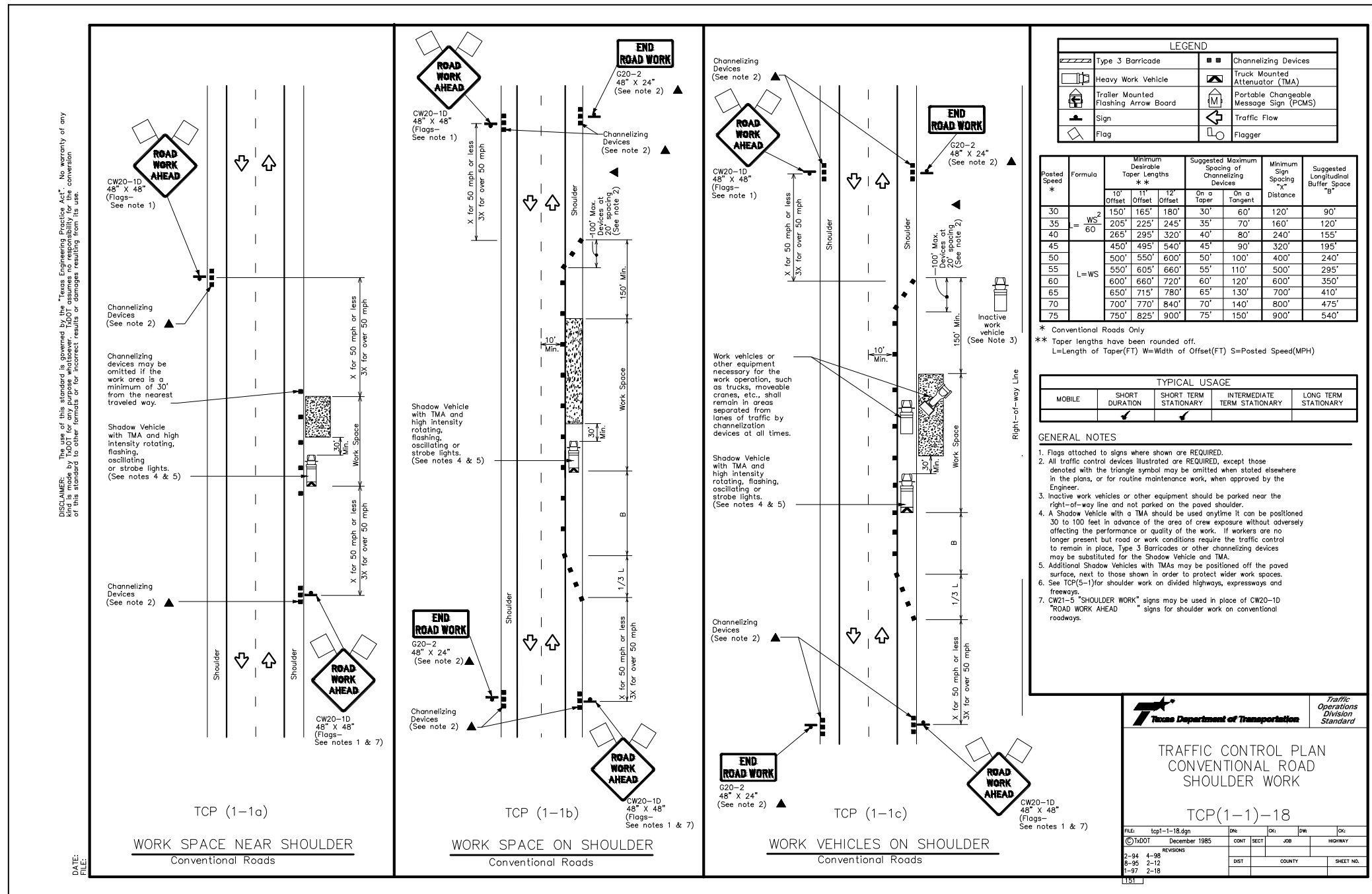


| REV | DESCRIPTION | DATE | BY |
|-----|--------------------------|----------|------|
| 01 | UPDATED AS PER REQUESTED | 01/03/24 | A.K. |
| 02 | UPDATED AS PER REQUESTED | 01/12/24 | A.K. |

| | |
|----------------|-----------------------------------|
| TITLE: | SITE PLAN |
| SCOPE OF WORK: | TXDOT ALPR CAMERA INSTALLATION |

PLANS PREPARED BY:
CHC
 A CONGRUEX COMPANY
 9095 Rio San Diego Dr. Ste 165
 San Diego, CA 92108-1694
 (949) 250-0004 / FAX (949) 250-0006

| | |
|--------------|---------------|
| PROJ#: | 284164 |
| DRAWN BY: | ARSHIYA KHAN |
| CHECKED BY: | HARDIK GOSAIN |
| APPROVED BY: | ALY BOLICK |
| DATE: | 05/25/2023 |
| SHEET: | 7 OF 11 |



TYPICAL APPLICATION APPLIES TO:

CAMERA #06 ON STATE HIGHWAY 288 (SOUTHBOUND) BETWEEN ALVIN SUGARLAND RD. (HWY-6) AND IOWA COLONY BLVD.

CAMERA #07 ON STATE HIGHWAY 288 (NORTHBOUND) BETWEEN COUNTY RD 48 AND N VELASCO ST. (TX-288)

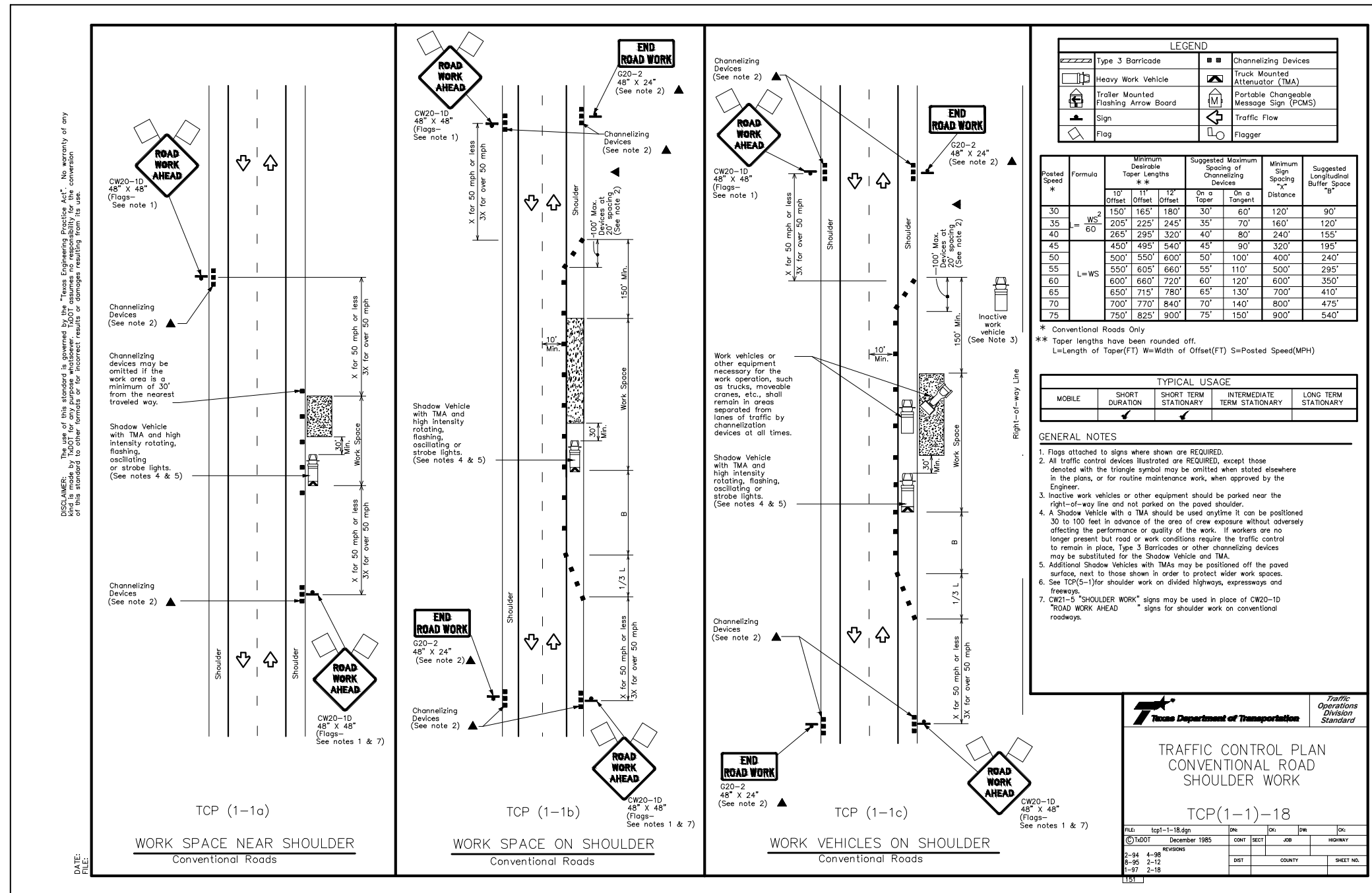


| REV | DESCRIPTION | DATE | BY |
|-----|--------------------------|----------|------|
| 01 | UPDATED AS PER REQUESTED | 01/03/24 | A.K. |
| 02 | UPDATED AS PER REQUESTED | 01/12/24 | A.K. |

| | |
|----------------|-----------------------------------|
| TITLE: | TRAFFIC CONTROL PLAN |
| SCOPE OF WORK: | TXDOT ALPR CAMERA INSTALLATION |

PLANS PREPARED BY:
CHC
 A CONGRUEX COMPANY
 9095 Rio San Diego Dr. Ste 165
 San Diego, CA 92108-1694
 (949) 250-0004 / FAX (949) 250-0006

| | |
|--------------|---------------|
| PROJ#: | 284164 |
| DRAWN BY: | ARSHIYA KHAN |
| CHECKED BY: | HARDIK GOSAIN |
| APPROVED BY: | ALY BOLICK |
| DATE: | 05/25/2023 |
| SHEET: | 8 OF 11 |



TYPICAL APPLICATION APPLIES TO:

CAMERA #08 ON FM 2004 (SOUTHBOUND) BETWEEN FM 2917 AND AMOCO CHEMICAL COMPANY

CAMERA #09 ON TX-35 (EASTBOUND) BETWEEN PARKS RD. AND PRIVATE RD. 511

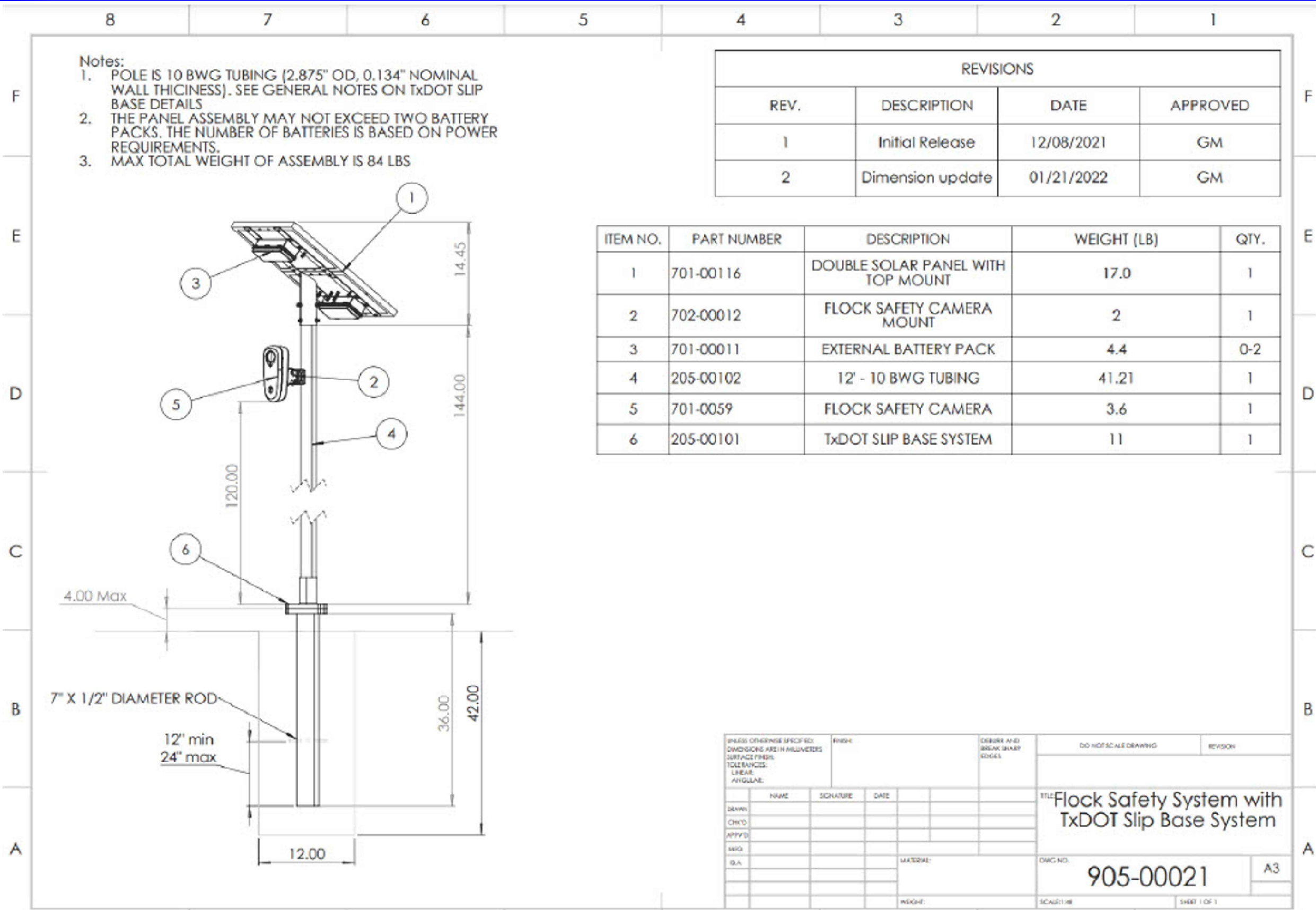


| REV | DESCRIPTION | DATE | BY |
|-----|--------------------------|----------|------|
| 01 | UPDATED AS PER REQUESTED | 01/03/24 | A.K. |
| 02 | UPDATED AS PER REQUESTED | 01/12/24 | A.K. |

| | |
|----------------|-----------------------------------|
| TITLE: | TRAFFIC CONTROL PLAN |
| SCOPE OF WORK: | TXDOT ALPR CAMERA INSTALLATION |

PLANS PREPARED BY:
CHC
 A CONGRUEX COMPANY
 9095 Rio San Diego Dr. Ste 165
 San Diego, CA 92108-1694
 (949) 250-0004 / FAX (949) 250-0006

| | |
|--------------|---------------|
| PROJ#: | 284164 |
| DRAWN BY: | ARSHIYA KHAN |
| CHECKED BY: | HARDIK GOSAIN |
| APPROVED BY: | ALY BOLICK |
| DATE: | 05/25/2023 |
| SHEET: | 9 OF 11 |



- Notes:
1. POLE IS 10 BWG TUBING (2.875" OD, 0.134" NOMINAL WALL THICKNESS). SEE GENERAL NOTES ON TXDOT SLIP BASE DETAILS
 2. THE PANEL ASSEMBLY MAY NOT EXCEED TWO BATTERY PACKS. THE NUMBER OF BATTERIES IS BASED ON POWER REQUIREMENTS.
 3. MAX TOTAL WEIGHT OF ASSEMBLY IS 84 LBS

| REVISIONS | | | |
|-----------|------------------|------------|----------|
| REV. | DESCRIPTION | DATE | APPROVED |
| 1 | Initial Release | 12/08/2021 | GM |
| 2 | Dimension update | 01/21/2022 | GM |

| ITEM NO. | PART NUMBER | DESCRIPTION | WEIGHT (LB) | QTY. |
|----------|-------------|-----------------------------------|-------------|------|
| 1 | 701-00116 | DOUBLE SOLAR PANEL WITH TOP MOUNT | 17.0 | 1 |
| 2 | 702-00012 | FLOCK SAFETY CAMERA MOUNT | 2 | 1 |
| 3 | 701-00011 | EXTERNAL BATTERY PACK | 4.4 | 0-2 |
| 4 | 205-00102 | 12' - 10 BWG TUBING | 41.21 | 1 |
| 5 | 701-0059 | FLOCK SAFETY CAMERA | 3.6 | 1 |
| 6 | 205-00101 | TXDOT SLIP BASE SYSTEM | 11 | 1 |

| | | | | | |
|--|------|-----------|------------------------------|--|----------|
| PLEASE OTHERWISE SPECIFIED: DIMENSIONS ARE IN MILLIMETERS SURFACE FINISH: TOLERANCES: LINEAR: ANGULAR: | | FINISH: | DESURE AND BREAK SHARP EDGES | DO NOT SCALE DRAWING | REVISION |
| DRAWN: | NAME | SIGNATURE | DATE | TITLE: Flock Safety System with TxDOT Slip Base System | |
| CHECK'D: | | | | DWG NO. 905-00021 A3 | |
| APP'D: | | | | SCALE: 1/8" = 1'-0" | |
| ENG.: | | | | SHEET 1 OF 1 | |
| Q.A.: | | | | MATERIAL: | |
| | | | | WEIGHT: | |



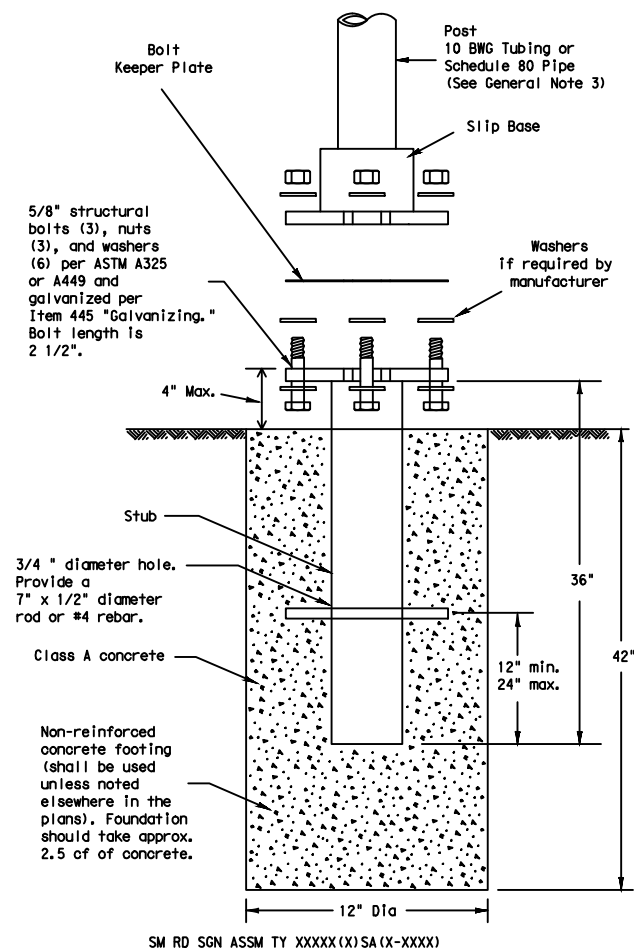
| REV | DESCRIPTION | DATE | BY |
|-----|--------------------------|----------|------|
| 01 | UPDATED AS PER REQUESTED | 01/03/24 | A.K. |
| 02 | UPDATED AS PER REQUESTED | 01/12/24 | A.K. |

TITLE: POLE DETAILS
 SCOPE OF WORK: TXDOT ALPR CAMERA INSTALLATION

PLANS PREPARED BY:
CHC
 A CONGRUEX COMPANY
 9095 Rio San Diego Dr. Ste 165
 San Diego, CA 92108-1694
 (949) 250-0004 / FAX (949) 250-0006

PROJ#: 284164
 DRAWN BY: ARSHIYA KHAN
 CHECKED BY: HARDIK GOSAIN
 APPROVED BY: ALY BOLICK
 DATE: 05/25/2023 SHEET: 10 OF 11

TRIANGULAR SLIPBASE INSTALLATION GENERAL REQUIREMENTS



NOTE

There are various devices approved for the Triangular Slipbase System. Please reference the Material Producer List for approved slip base systems. http://www.txdot.gov/business/producer_list.htm The devices shall be installed per manufacturers' recommendations. Installation procedures shall be provided to the Engineer by Contractor.

GENERAL NOTES:

- Slip base shall be permanently marked to indicate manufacturer. Method, design, and location of marking are subject to approval of the TxDOT Traffic Standards Engineer.
- Material used as post with this system shall conform to the following specifications:
 - 10 BWG Tubing (2.875" outside diameter)
 - 0.134" nominal wall thickness
 - Seamless or electric-resistance welded steel tubing or pipe
 - Steel shall be HSLAS Gr 55 per ASTM A1011 or ASTM A1008
 - Other steels may be used if they meet the following:
 - 55,000 PSI minimum yield strength
 - 70,000 PSI minimum tensile strength
 - 20% minimum elongation in 2"
 - Wall thickness (uncoated) shall be within the range of 0.122" to 0.138"
 - Outside diameter (uncoated) shall be within the range of 2.867" to 2.883"
 - Galvanization per ASTM A123 or ASTM A653 G210. For pre-coated steel tubing (ASTM A653), recoat tube outside diameter weld seam by metallizing with zinc wire per ASTM B833.
 - Schedule 80 Pipe (2.875" outside diameter)
 - 0.276" nominal wall thickness
 - Steel tubing per ASTM A500 Gr C
 - Other seamless or electric-resistance welded steel tubing or pipe with equivalent outside diameter and wall thickness may be used if they meet the following:
 - 46,000 PSI minimum yield strength
 - 62,000 PSI minimum tensile strength
 - 21% minimum elongation in 2"
 - Wall thickness (uncoated) shall be within the range of 0.248" to 0.304"
 - Outside diameter (uncoated) shall be within the range of 2.855" to 2.895"
 - Galvanization per ASTM A123
- See the Traffic Operations Division website for detailed drawings of sign clamps and Texas Universal Triangular Slipbase System components. The website address is: <http://www.txdot.gov/publications/traffic.htm>
- Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.

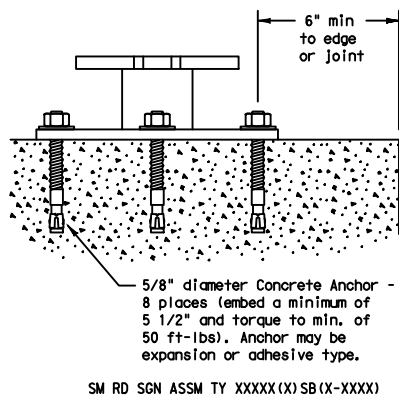
ASSEMBLY PROCEDURE

- Foundation
- Prepare 12-inch diameter by 42-inch deep hole. If solid rock is encountered, the depth of the foundation may be reduced such that it is embedded a minimum of 18 inches into the solid rock.
 - The Engineer may permit batches of concrete less than 2 cubic yards to be mixed with a portable, motor-driven concrete mixer. For small placements less than 0.5 cubic yards, hand mixing in a suitable container may be allowed by Engineer. Concrete shall be Class A.
 - Push the pipe end of the slip base stub into the center of the concrete. Rotate the stub back and forth while pushing it down into the concrete to assure good contact between the concrete and stub. Continue to work the stub into the concrete until it is between 2 to 4 inches above the ground.
 - Plumb the stub. Allow a minimum of 4 days to set, unless otherwise directed by the Engineer.
 - The triangular slipbase system is multidirectional and is designed to release when struck from any direction.


Support

- Cut support so that the bottom of the sign will be 7 to 7.5 feet above the edge of the travelway (i.e., edge of the closest lane) when slip plate is below the edge of pavement or 7 to 7.5 feet above slip plate when the slip plate is above the edge of the travelway. The cut shall be plumb and straight.
- Attach sign to support using connections shown. When multiple signs are installed on the same support, ensure the minimum clearance between each sign is maintained. See SMD(SLIP-2) for clearances based on sign types.

CONCRETE ANCHOR



Concrete anchor consists of 5/8" diameter stud bolt with UNC series bolt threads on the upper end. Heavy hex nut per ASTM A563, and hardened washer per ASTM F436. The stud bolt shall have a minimum yield and ultimate tensile strength of 50 and 75 KSI, respectively. Nuts, bolts and washers shall be galvanized per Item 445, "Galvanizing." Adhesive type anchors shall have stud bolts installed with Type III epoxy per DMS-6100, "Epoxyes and Adhesives." Adhesive anchors may be loaded after adequate epoxy cure time per the manufacturer's recommendations. Top of bolt shall extend at least flush with top of the nut when installed. The anchor, when installed in 4000 psi normal-weight concrete with a 5 1/2" minimum embedment, shall have a minimum allowable tension and shear of 3900 and 3100 psi, respectively.



 Texas Department of Transportation
 Traffic Operations Division

SIGN MOUNTING DETAILS
 SMALL ROADSIDE SIGNS
 TRIANGULAR SLIPBASE SYSTEM
 SMD (SLIP-1) -08

| | | | | |
|------------------|-----------|-----------|-----------|-----------|
| ©TxDOT July 2002 | DHS TxDOT | CKA TxDOT | DHS TxDOT | CKA TxDOT |
| 9-08 | REVISIONS | CONT | SECT | JOB |
| | | DIST | COUNTY | SHEET NO. |



| REV | DESCRIPTION | DATE | BY | TITLE: |
|-----|--------------------------|----------|------|---|
| 01 | UPDATED AS PER REQUESTED | 01/03/24 | A.K. | POLE DETAILS |
| 02 | UPDATED AS PER REQUESTED | 01/12/24 | A.K. | SCOPE OF WORK: TXDOT ALPR CAMERA INSTALLATION |

| | |
|---|---|
| PLANS PREPARED BY:  A CONGRUEX COMPANY 9095 Rio San Diego Dr. Ste 165 San Diego, CA 92108-1694 (949) 250-0004 / FAX (949) 250-0006 | PROJ#: 284164 DRAWN BY: ARSHIYA KHAN CHECKED BY: HARDIK GOSAIN APPROVED BY: ALY BOLICK DATE: 05/25/2023 SHEET: 11 OF 11 |
|---|---|



CERTIFICATE OF INSURANCE

Form 1560
(Rev. 8/18)
Page 1 of 2

Previous editions of this form may not be used.

Agents should complete this form by providing all requested information, then either email, fax, or mail this form as noted at the bottom of page two. Copies of endorsements listed below are not required as attachments to this certificate.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the policies referenced in this certificate control over the terms of the certificate.

Insured: Flock Group Inc DBA Flock Safety

Street/Mailing Address: 1170 Howell Mill Rd NW

City/State/Zip: Atlanta, GA 30318

Phone Number: (866) 901 - 1781

WORKERS' COMPENSATION INSURANCE COVERAGE:

Endorsed with a Waiver of Subrogation in favor of TxDOT.

| | | | | |
|---|----------------------|-----------------------|--|----------------------------------|
| Carrier Name: Travelers Property Casualty Company of America | | | Carrier Phone #: (800) 252 - 4633 | |
| Address: 1 Tower Sq Hartford, CT, 06183-0001 | | | City, State, Zip: | |
| Type of Insurance | Policy Number | Effective Date | Expiration Date | Limits of Liability: |
| Workers' Compensation | UB-6T346569-23-I3-G | 08/23/23 | 08/23/24 | Not Less Than: Statutory - Texas |

COMMERCIAL GENERAL LIABILITY INSURANCE:

| | | | | |
|---|-----------------------|------------------------|--|--|
| Carrier Name: Travelers Property Casualty Company of America | | | Carrier Phone #: (800) 252 - 4633 | |
| Address: 1 Tower Sq Hartford, CT, 06183-0001 | | | City, State, Zip: | |
| Type of Insurance: | Policy Number: | Effective Date: | Expiration Date: | Limits of Liability: |
| Commercial General Liability Insurance | H-630-9W194831TIL23 | 08/23/23 | 08/23/24 | Not Less Than: \$ 600,000 each occurrence |

BUSINESS AUTOMOBILE POLICY:

| | | | | |
|---|-----------------------|------------------------|--|--|
| Carrier Name: The Charter Oak Fire Insurance Company | | | Carrier Phone #: (800) 252 - 4633 | |
| Address: 1 Tower Sq Hartford, CT, 06183-0001 | | | City, State, Zip: | |
| Type of Insurance: | Policy Number: | Effective Date: | Expiration Date: | Limits of Liability: |
| Business Automobile Policy | 810-6T343696-23-I3-G | 08/23/23 | 08/23/24 | Not Less Than: \$ 600,000 combined single limit |

UMBRELLA POLICY (if applicable):

| | | | | |
|---|-----------------------|------------------------|--|-----------------------------|
| Carrier Name: Travelers Property Casualty Company of America | | | Carrier Phone #: (800) 252 - 4633 | |
| Address: 1 Tower Sq Hartford, CT, 06183-0001 | | | City, State, Zip: | |
| Type of Insurance: | Policy Number: | Effective Date: | Expiration Date: | Limits of Liability: |
| Umbrella Policy | CUP-6T386924-23-I3 | 08/23/23 | 08/23/24 | \$10,000,000 |

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named are in full force and effect. If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.

Agency Name

MARSH RISK & INSURANCE SERVICES

Address

FOUR EMBARCADERO CENTER, SUITE 1100

City, State, Zip Code

SAN FRANCISCO, CA 94111

(408) 518-2703

Authorized Agent's Phone Number

Alba

Authorized Agent Original Signature

9/1/23

Date

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
FREEMAN F. MARTIN
DWIGHT D. MATHIS
JEFF WILLIAMS
DEPUTY DIRECTORS



COMMISSION
STEVEN P. MACH, CHAIRMAN
NELDA L. BLAIR
LARRY B. LONG
STEVE H. STODGHILL
DALE WAINWRIGHT

July 28, 2023

Sheriff Bo Stallman
Brazoria County Sheriff's Office
3602 County Road 45
Angleton, Tx 77515

Sheriff Stallman,

The information provided by your agency articulates a valid law enforcement purpose and provides informative details of your intended use of the ALPR data. We are also in receipt of your Texas LPR file user agreements. Please present this document with your application to TxDOT as proof of DPS validation of meeting the necessary requirements on the law enforcement aspects of this proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Michelle Farris'.

Michelle Farris, Chief
Crime Records Division

TEXAS DEPARTMENT OF PUBLIC SAFETY

CRIME RECORDS SERVICES

LICENSE PLATE READER (LPR) USER AGREEMENT

This document constitutes a User Agreement which sets forth the duties and responsibilities of the User Agency in order to gain access to the Texas Automated License Plate Reader (LPR) Database administered by the Texas Department of Public Safety (TXDPS). The User Agency shall be a criminal justice or law enforcement agency.

USER AGENCY: Brazoria County Sheriff's Office

ADDRESS: 3602 CR 45, Angleton TX 77515

The LPR Database shall consist of shared data from all participating local, state, and federal agencies, as well as TXDPS captured data, of the following information associated with a license plate captured by an LPR: license plate numbers; latitude and longitude coordinates indicating where the plate was captured; date/time of the capture; and Originating Agency Identifier (ORI) information of the agency capturing the information. The LPR Database shall be maintained, operated, and managed by TXDPS on a 24 hour, 7 days a week, 365 days a year basis.

A. USER AGENCY RESPONSIBILITIES

1. The User Agency may only access and use LPR information for official criminal justice purposes. LPR information shall not be accessed or used for any other purpose.
2. The User Agency shall allow TXDPS to share the User Agency's data contributed to the LPR Database with other authorized criminal justice or law enforcement agencies.
3. The User Agency shall provide its own internet connectivity and maintenance which meets Criminal Justice Information Services (CJIS) Security Policy requirements.
4. The User Agency shall retain sole ownership of, sole responsibility for, and exclusive control over the content of the information that it contributes to the LPR Database.
5. The User Agency shall, at will and at any time, update, correct, or delete the information that it contributes to the LPR Database.
6. The User Agency has the sole responsibility to ensure that the information it contributes to the LPR Database was not obtained and is not maintained in violation of any federal, state, or local law applicable to that agency.
7. The User Agency has sole responsibility and accountability for ensuring compliance with all laws, regulations, policies, and procedures applicable to its entry and sharing of information into the LPR Database, including but not limited to the federal Driver's Privacy Protection Act (18 U.S.C. §2721 et seq.) and the Texas Motor Vehicle Records Disclosure Act (Tex. Transp. Code Ch. 730).
8. The User Agency shall duly report to TXDPS, in writing, any instance in which LPR information is used in an unauthorized manner. Such notice shall be provided immediately, but no later than three (3) calendar days of when the User Agency first learned of the unauthorized use.
9. The User Agency has the duty, sole responsibility, and accountability to make reasonable efforts to ensure the accuracy, upon entry and continuing thereafter, of information that it contributes to the LPR Database.
10. The User Agency is solely responsible for the actions or omissions of its employees and officers.
11. The User Agency shall permit access to the LPR Database only to individual users who meet standard Texas Law Enforcement Telecommunications System (TLETS) credentials.

B. GENERAL TERMS

1. TXDPS shall notify the User Agency if it receives a challenge to or reasonable question about the accuracy of the information submitted by the User Agency in the LPR Database.
2. The minimum retention period for information to remain in the LPR Database shall be three (3) years, unless the User Agency indicates to TXDPS that a shorter retention period is required.
3. TXDPS will provide system training to the LPR Database users at no charge to the User Agency at a time and location to be designated by TXDPS. The obligation of TXDPS to incur training costs is conditional upon sufficient funds budgeted and available. No financial liability shall be incurred by TXDPS by virtue of this User Agreement beyond monies available to it for the purpose of fulfilling this User Agreement.
4. TXDPS reserves the right to immediately suspend service to the User Agency or an individual user when applicable policies are violated. Service may be reinstated, in TXDPS' sole discretion, upon receipt of satisfactory assurance that such violations have been corrected. All costs for reconnection service are the responsibility of the User Agency.
5. TXDPS shall have the authority to inspect and audit the equipment, records, and operations of the User Agency to determine the User Agency's compliance with standards and requirements associated with TLETS, Texas Crime Information Center (TCIC)/National Crime Information Center (NCIC), and of this User Agreement throughout the term and for a period of four (4) years after the termination of this User Agreement. The User Agency shall maintain records regarding the use and dissemination of information in the LPR Database and shall provide such records to TXDPS immediately upon its request.
6. Any waiver of any breach or default of this User Agreement by TXDPS shall not constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

C. DURATION AND TERMINATION

1. This User Agreement is effective upon the date it is signed by the User Agency and shall remain in effect until terminated by TXDPS or the User Agency.
2. This User Agreement may be terminated at any time upon the mutual written consent of TXDPS and the User Agency.
3. TXDPS or the User Agency may terminate this User Agreement for convenience upon thirty (30) calendar days written notice to the other party.
4. TXDPS may terminate this User Agreement if the User Agency fails to comply with any provision of this User Agreement or is otherwise in default by providing written notice to terminate, which termination shall become effective immediately upon the User Agency's receipt of the notice.
5. In no event will termination by TXDPS give rise to any liability whatsoever on the part of TXDPS.
6. All rights, obligations, responsibilities, limitations, and other understandings with respect to the disclosure and use of all information by the User Agency as described in this User Agreement shall survive any termination.

D. NOTICES AND CONTACTS

The User Agency shall direct all correspondence to TXDPS regarding this User Agreement to the following address:

Texas Department of Public Safety
Law Enforcement Support Division
Attention: TCIC Control Room
P.O. Box 4143
Austin, Texas 78765-4134
Email: TCIC.Operations@dps.texas.gov

TXDPS shall direct all correspondence to the User Agency regarding this User Agreement to the following address and contact person designated by the User Agency. The User Agency shall notify TXDPS within ten (10) calendar days of any change in this information:

Name: Joshua Waldrop
Address: 3602 County Road 45
City, State, Zip: Angleton, Texas, 77515
Telephone: 979-864-2208
Fax: 979-864-2346
Email: joshuaw@brazoriacountytx.gov

Notices to the addresses shown above shall be deemed received: (i) when delivered in hand and a receipt granted; (ii) three (3) calendar days after it is deposited in the United States mail; or (iii) when received if sent by confirmed fax or confirmed email.

In WITNESS WHEREOF, the signatory for the User Agency hereby represents and warrants that it has full and complete authority to sign this User Agreement on behalf of the User Agency.

USER AGENCY:

Signature: _____



Printed Name: Bo Stallman

Title: Sheriff

Date: 7-27-23