



CRIME CONTROL AND PREVENTION DISTRICT MEETING AGENDA

November 18, 2024 at 6:00 PM

Town Hall - 1941 E. Jeter Road, Bartonville, TX 76226

A. CALL MEETING TO ORDER

B. PLEDGE OF ALLEGIANCE

C. PUBLIC PARTICIPATION

The purpose of this item is to allow citizens an opportunity to address the Bartonville Crime Control and Prevention District Board on issues that are not the subject of a public hearing. Items which require a public hearing will allow citizens or visitors to speak at the time that item is introduced on the agenda. No formal action can be taken by the Board on items that are not posted on the agenda.

D. REGULAR ITEMS

1. Consider approval of the October 21, 2024, Bartonville Crime Control and Prevention District Board Regular Meeting Minutes.
2. Discuss and consider approval of a Budget Amendment for Fiscal Year 2024-2025 for miscellaneous items in an amount equal to \$14,500.
3. Discuss and consider approval of a Budget Amendment for Fiscal Year 2024-2025 for Body-Worn Cameras in an amount equal to \$17,000.
4. Discuss and consider approval of a Budget Amendment for Fiscal Year 2024-2025 for Information Technology improvements in an amount equal to \$78,600.
5. Discuss and schedule the next Bartonville Crime Control and Prevention District meeting.

E. FUTURE ITEMS

F. ADJOURNMENT

CERTIFICATION

I hereby certify that this Notice of Meeting was posted on the Town Website, and on the bulletin board, at Town Hall of the Town of Bartonville, Texas, a place convenient and readily accessible to the public at all times. Said Notice was posted on the following date and time; and remained posted continuously prior to the scheduled time of said meeting and shall remain posted until meeting is adjourned.

/s/ Andrea Carpenter, Deputy Town Secretary

Posted: November 15, 2024 prior to 4:00 PM

The Board reserves the right to reconvene, recess, or realign the order of business at any time prior to adjournment.

Agenda Removed from Town of Bartonville Bulletin Board on: _____

By: _____, Title: _____



CRIME CONTROL & PREVENTION DISTRICT COMMUNICATION

DATE: November 18, 2024

FROM: Andrea Carpenter, Deputy Town Secretary

AGENDA ITEM: Consider approval of the October 21, 2024, Regular Meeting Minutes.

SUMMARY:

CCPD held a Regular Meeting on October 21, 2024.

RECOMMENDED MOTION OR ACTION:

Approve the October 21, 2024, Regular Meeting Minutes as presented.

ATTACHMENTS:

- October 21, 2024, Regular Meeting Minutes.

THE BARTONVILLE CRIME CONTROL AND PREVENTION DISTRICT (CCPD) MET IN REGULAR SESSION ON THE 21ST DAY OF OCTOBER 2024, AT BARTONVILLE TOWN HALL, 1941 E JETER ROAD, BARTONVILLE, TEXAS WITH THE FOLLOWING DIRECTORS PRESENT, CONSTITUTING A QUORUM:

Johnny Jones, Vice Chair
Chris Colbert, Director
Jim Murphy, Director
Jarod Root, Director
Lori Van Alstine, Director
Steve Weiss, Director

Directors Absent:

Jeff Grubb, Chair

Town Staff Present:

Kirk Riggs, Chief of Police
Colby Scudder, Lieutenant
Andrea Carpenter, Deputy Town Secretary

A. CALL MEETING TO ORDER

Vice Chair Jones called the meeting to order at 6:01 pm.

B. PLEDGE OF ALLEGIANCE

Vice Chair Jones led the Pledge of Allegiance.

C. PUBLIC PARTICIPATION

The purpose of this item is to allow citizens an opportunity to address the Bartonville Crime Control and Prevention District Board on issues that are not the subject of a public hearing. Items which require a public hearing will allow citizens or visitors to speak at the time that item is introduced on the agenda. No formal action can be taken by the Board on items that are not posted on the agenda.

There was no public participation.

D. PRESENTATIONS

Deputy Town Secretary Carpenter administered the Statement of Appointed Official and Oath of Office to the newly reappointed Directors.

E. APPOINTMENT OF OFFICERS

Motion made by Director Colbert, seconded by Director Root to appoint Jeff Grubb as Chair. Motion carried unanimously.

Motion made by Director Colbert, seconded by Director Van Alstine to appoint Johnny Jones as Vice Chair. Motion carried unanimously.

D. REGULAR ITEMS

1. Consider approval of the August 13, 2024, Bartonville Crime Control and Prevention District Board Regular Meeting Minutes.

Motion made by Director Colbert, seconded by Director Weiss, to **APPROVE** the August 13, 2024, Regular Meeting Minutes as presented. Motion carried unanimously.

2. Recap of the October 1 National Night Out Event.

Chief Riggs thanked the Board and Town staff for their help with the event. The Committee discussed the successes of the evening, as well as things they would like to do differently next year. Additions for the next event included an ice chest for water, additional trash cans, additional items for giveaways, and music.

3. Discuss and consider the 2024 Blue Santa campaign.

Deputy Town Secretary Carpenter presented a history of the event, as well as a timeline for the coming year.

4. Discuss and schedule the next Bartonville Crime Control and Prevention District meeting.

The Committee declined to set a date for the next meeting, but held open the possibility of January or February of 2025.

E. FUTURE ITEMS

Discussion only, no action taken.

F. ADJOURNMENT

Vice Chair Jones adjourned the meeting at 6:49 pm.

APPROVED this the 18th day of November 2024.

APPROVED:

Jeff Grubb, Chair

ATTEST:

Andrea Carpenter, Deputy Town Secretary



CRIME CONTROL & PREVENTION DISTRICT COMMUNICATION

DATE: November 18, 2024

FROM: Kirk Riggs, Acting Town Administrator / Chief of Police

AGENDA ITEM: Discuss and consider approval of a Budget Amendment for Fiscal Year 2024-2025 for miscellaneous items in an amount equal to \$14,500.

SUMMARY:

The agenda item under consideration involves informing the board regarding an oversight identified in several budget line items for the Fiscal Year 2024-2025. During our recent review, we noticed that the following accounts did not get transferred into this year’s budget.

1. Cell Phone Usage Account – \$8,000
2. Small Equipment & Supplies Account – \$6,500

A recommendation for necessary adjustments is being requested at a total cost of \$14,500. The budget amendment will ensure these items are funded.

FISCAL INFORMATION:

BARTONVILLE CRIME CONTROL AND PREVENTION DISTRICT BUDGET

Revenues

Transfer In from Fund Balance	\$ 14,500
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Expenditures

Transfer To General Fund - Police Department	
Cell Phone Usage	\$ 8,000
Small Equipment Purchase/Repair	\$ 6,500

RECOMMENDED MOTION OR ACTION:

Move to approve the budget amendment for fiscal year 2024-2025 for miscellaneous items in an amount equal to \$14,500.

ATTACHMENTS:

None



CRIME CONTROL & PREVENTION DISTRICT COMMUNICATION

DATE: November 18, 2024

FROM: Kirk Riggs, Acting Town Administrator / Chief of Police

AGENDA ITEM: Discuss and consider approval of a Budget Amendment for Fiscal Year 2024-2025 for Body-Worn Cameras in an amount equal to \$17,000.

SUMMARY:

The Bartonville Police Department has been utilizing WatchGuard Body-Worn Cameras since 2018. Over time, we observed a steady decline in their performance and reliability. Specifically, we have encountered issues with limited availability of replacement parts, and battery life that no longer lasts through an entire shift. These shortcomings could create potential safety concerns for our officers and may negatively impact case prosecution if incidents are not fully recorded.

Given the importance of reliable, high-quality video evidence for both officer safety and case integrity, I recommend that we replace our current body-worn cameras with newer, more reliable technology through funding from the Crime Control and Prevention District (CCPD). By utilizing CCPD funds, we can equip each officer with an updated body-worn camera technology, ensuring consistent performance and greater reliability.

For your review and consideration, we have obtained a quote from Axon, a leading provider in law enforcement technology:

- **Axon Proposal:** \$16,780.36 annually over a five-year period

The Axon system would provide our officers with state-of-the-art technology, enhancing our department's ability to maintain safety standards and ensure accountability.

FISCAL INFORMATION:

BARTONVILLE CRIME CONTROL AND PREVENTION DISTRICT BUDGET

Revenues

Transfer In from Fund Balance	\$ 17,000
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Expenditures

Axon Body Cameras*	\$ 17,000
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* New Account Code created by approval of budget amendment.

RECOMMENDED MOTION OR ACTION:

Move to approve the budget amendment for fiscal year 2024-2025 for Body-Worn Cameras in an amount equal to \$17,000.

ATTACHMENTS:

- Axon Quote



BUDGETARY QUOTE

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

Issued **Item D3.**
Quote Expiration
Account Number: **460464**

Customer Details

CUSTOMER SHIP TO	CUSTOMER BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Bartonville Police Dept - TX 1941 E Jeter Rd, Bartonville, TX, 76226-9401 USA	Bartonville Police Dept - TX 1941 E Jeter Rd, Bartonville, TX, 76226-9401 USA	Ryan Sabo (480) 716-3516 rsabo@axon.com	Colby Scudder 8174030009 cscudder@townofbartonville.com

Quote Summary

Program Length	60 months	Hardware Cost	\$26,288.49
Estimated Total Cost	\$83,901.80	Services Cost	\$8,222.80
Estimated Sales Tax	\$0.00	Software Cost	\$44,712.39
Estimated FAET	\$0.00	Warranty Cost	\$4,678.12
Est. Total Cost w/ Taxes	\$83,901.80		

Discount Summary

Quote Unbundled Price	\$104,072.30	Average Savings per year	\$4,034.10
Quote List Price	\$83,901.80	Total Savings	\$20,170.50

Bundle Summary

Bundle Name	SKU	Quantity	Unbundled Price	Net Total
BUNDLE - ACQUISITION Includes: Basic ecom and Unlimited Storage, AB3 or AB4 with Docks, 1 TAP Refresh Only. Intended for 5YR term.	M00003	7	\$38,870.82	\$22,293.60
Fleet 3 Basic Fleet 3 Basic	Fleet3B	4	\$42,331.68	\$38,738.40

Bundle Details

BUNDLE - ACQUISITION

Unit Price	Quantity	Total Price
\$3,184.80	7	\$22,293.60

Includes: Basic ecom and Unlimited Storage, AB3 or AB4 with Docks, 1 TAP Refresh Only. Intended for 5YR term.

AB4 (6)

Product Name	SKU	Quantity
AXON - DOCK WALL MOUNT - BRACKET ASSY	70033	1
AXON BODY - DOCK POWERCORD - NORTH AMERICA	71019	1
AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	11507	8
AXON BODY 4 - 8 BAY DOCK	100206	1
AXON BODY 4 - CABLE - USB-C TO USB-C	100466	8
AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	100147	7

LICENSE & STORAGE (2)

Product Name	SKU	Quantity
AXON EVIDENCE - ECOM LICENSE - BASIC	73840	7
AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	73686	7

WARRANTY & TAP (4)

Product Name	SKU	Quantity
AXON BODY - TAP REFRESH 1 - CAMERA	73309	7
AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	73689	1
AXON BODY - TAP WARRANTY - CAMERA	80464	7
AXON BODY - TAP WARRANTY - MULTI BAY DOCK	80465	1

 **Fleet 3 Basic**

Unit Price	Quantity	Total Price
\$9,684.60	4	\$38,738.40

Fleet 3 Basic

CAMERA & WARRANTY (2)

Product Name	SKU	Quantity
AXON FLEET 3 - STANDARD 2 CAMERA KIT	72036	4
AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	80495	4

E.COM & STORAGE (2)

Product Name	SKU	Quantity
AXON EVIDENCE - FLEET VEHICLE LICENSE	80400	4
AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	80410	8

INSTALLATION (1)

Product Name	SKU	Quantity
AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	73391	4

OTHER HARDWARE (2)

Product Name	SKU	Quantity
AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	71200	4
AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	100989	4

SIGNAL UNIT (2)

Product Name	SKU	Quantity
AXON SIGNAL - SIGNAL UNIT	70112	4
AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	80379	4

A la Carte

Product	Category	SKU	Quantity	Net Total
AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	(none)	85760	7	\$9,479.40
AXON BODY - PSO - VIRTUAL STARTER	Professional Services	80146	1	\$2,000.00
AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	(none)	100673	7	\$11,390.40

Billing Schedule

Time Period	Final Price without Tax	Tax	Final Price with Tax
Year 1	\$16,780.36	\$0.00	\$16,780.36
Year 2	\$16,780.36	\$0.00	\$16,780.36
Year 3	\$16,780.36	\$0.00	\$16,780.36
Year 4	\$16,780.36	\$0.00	\$16,780.36
Year 5	\$16,780.36	\$0.00	\$16,780.36
5 Year Plan	\$83,901.80	\$0.00	\$83,901.80

Non-Binding Budgetary Estimate

- This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractible offer for sale of Axon goods or services.
- Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.



CRIME CONTROL & PREVENTION DISTRICT COMMUNICATION

DATE: November 18, 2024

FROM: Kirk Riggs, Acting Town Administrator / Chief of Police

AGENDA ITEM: Discuss and consider approval of a Budget Amendment for Fiscal Year 2024-2025 for Information Technology improvements in an amount equal to \$78,600.

SUMMARY:

This agenda item involves transitioning the Town's IT services from Agent IT/CorePLUS Solutions to Datamax, effective January 1, 2025. This change stems from recurring challenges with Agent IT/CorePLUS Solutions customer service and their inability to meet the Town's evolving IT needs and performance expectations.

To ensure an informed decision, we commissioned Datamax to conduct a comprehensive Business Technology Alignment Analysis (BTAA), evaluating our current IT infrastructure, support services, and anticipating future demands. The BTAA findings indicate that our current infrastructure is outdated, not able to handle growth or future demands, nor is our support system at the level of service the Town requires. Ending our contract with Agent IT/CorePLUS and entering into a new service agreement with Datamax would best serve the Town's interests by enhancing IT service reliability and aligning with our strategic goals.

On October 28, 2024, we issued a formal termination notice to Agent IT/CorePLUS Solutions, setting their final day of service as December 31, 2024. Until this date, Agent IT/CorePLUS Solutions remains fully responsible for fulfilling all contractual obligations. Their agreement will not be renewed. This transition aims to secure more dependable support for our IT infrastructure.

The total annual service cost for Datamax is \$42,300, leaving a deficit of \$17,100 within the current fiscal year budget. Costs for additional equipment and professional project services total \$91,867.15. These expenses will be allocated between the General Fund and the Crime Control and Prevention District (CCPD) budget, with CCPD's portion consisting of \$9,200 for annual services and \$64,400 for additional equipment and professional project services.

Staff has also planned for a contingency fund for both CCPD and General Fund of \$5,000 each to allow for additional costs for the transition to Datamax, including Laserfiche migration, licensing, email archiving solutions required by the Public Information Act, multi-factor authentication, and any unforeseen items that may arise during this transition. The contingency fund will not be transferred unless it is needed and both the Town Council and CCPD Board will be informed prior to utilization.

If this recommendation is approved, we propose that Datamax initiate coordination with Agent IT/CorePLUS in December 2024 to ensure a smooth, uninterrupted transition of IT services.

FISCAL INFORMATION:

BARTONVILLE CRIME CONTROL AND PREVENTION DISTRICT BUDGET

Revenues

Transfer In from Fund Balance \$ 78,600

Expenditures

Transfer to General Fund Police

Computer Software & Maintenance	\$ 9,200
Computer Hardware Improvements*	\$ 64,400
Project Contingency Fund **	\$ 5,000

* New Account Code created by approval of budget amendment.

** Only transferred, if needed

RECOMMENDED MOTION OR ACTION:

Move to approve the budget amendment for fiscal year 2024-2025 for Information Technology improvements in an amount equal to \$78,600.

ATTACHMENTS:

- Datamax Technology Solutions Group Consulting Services Agreement

Datamax Technology Solutions Group Consulting Services Agreement

THIS AGREEMENT is made as of November 19, 2024 between The Town of Bartonville ("Client") and Datamax, Inc., dba: Datamax Technology Solutions Group ("Datamax"), a division of Datamax Office Systems.

In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern.

1. Consulting Services

1.1 Subject to the terms contained within this Consulting Services Agreement, Datamax agrees to provide to the above mentioned Client consulting services (the "Services"), including any deliverables, as are described on such Statements of Work (SOW) as are executed from time to time by the parties. If the Services are performed at the Client's location, Client shall provide appropriate computer hardware, software, communications resources, system and user documentation, office space, telephone service, copying, facsimile or postage and general office supplies and support to Datamax as necessary to perform the Services. In addition, Client shall: (a) provide Datamax with specific and detailed information concerning, and reasonable access to, Client computer systems and networks as more fully set forth in the SOW; (b) make available to each Datamax employee physically located on Client's premises, access to and time upon Client's computer system sufficient for Datamax to provide the Services; (c) provide an employee of Client who shall have substantial computer systems, network, and project management experience to act as a liaison between Client and Datamax; and (d) in general, to provide all information, access, and full, good faith cooperation reasonably necessary to facilitate the Services. Statements of Work may provide certain assumptions and/ or Client responsibilities regarding the Services. Client shall assume those responsibilities, including the procurement and the evaluation of the appropriate capacity of any third party products or services, and understands that Datamax's performance is dependent on Client's timely and effective performance of its responsibilities and its timely decisions and approvals. If Client fails or delays in its performance of any of the foregoing, Datamax shall be relieved of its obligations hereunder to the extent such obligations are dependent on such performance.

2. Price and Payment for Services

2.1 Client shall pay Datamax in accordance with the schedule(s) as set forth in each SOW. Any amount remaining unpaid after thirty (30) days shall accrue interest at a rate of the lesser of (a) one and one-half percent (1.5%) per month or (b) the highest rate allowed by law. In the event of any dispute regarding a portion of an invoice, the undisputed portion shall be paid as provided herein.

3. Taxes

- 3.1 Any and all taxes shall not be paid by the Client because Client is a tax exempt entity, and shall provide a tax exemption certificate to Datamax.

4. Client Representative

- 4.1 The following individual _____ shall represent the Client during the performance of this Agreement with respect to the services and deliverables as defined in any SOW and has authority to execute written modifications or additions to this Agreement and/ or any SOW as defined in Section 12. Any change in the scope of Services as defined in the SOW shall be agreed upon in writing by the parties, and Datamax shall have no obligation to perform services in connection with any change until the parties have agreed in writing upon the effect of such change on fees and/or schedule, which shall be specified in a formal Change Order signed by both the Client and Datamax.

5. Confidential Information

- 5.1 All data relating to Client's business affairs, operations, research, development, proprietary information, and customers which is acquired by Datamax as a result of performance hereunder shall be maintained as confidential by Datamax. Client shall not sell, transfer, publish, disclose, display, or otherwise make available Datamax proposals, quotations, implementation plans, white papers, reports, analysis documents, or correspondence (collectively, the "Intellectual Property") to third parties, and shall take all reasonable steps to prevent its agents, employees or independent contractors from doing any of the foregoing. Client shall protect the confidentiality of the Datamax Intellectual Property with the same degree of care that the Client uses to protect its own most confidential information, but in no event less than reasonable care. Client's obligations under this paragraph 5.1 are subject to Client's requirements and duties under the Texas Public Information Act, as amended.
- 5.2 Nothing in this Agreement shall restrict either party's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (a) that is or becomes publicly available through no breach of this Agreement, (b) independently developed by it, (c) previously known to it without obligation of confidence or (d) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information. In the event either party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the other party, the recipient shall promptly notify the other party of such receipt and may, thereafter, comply with such subpoena or process to the extent permitted by law. The Confidential Information shall be returned upon on the earlier of (a) completion of the Services or (b) the discloser's request. Datamax may retain, subject to the obligations of this section, copies of the Confidential Information for recordkeeping purposes.

- 5.3 In recognition that Datamax personnel performing under this Agreement may perform similar services for others, this Agreement shall not prevent Datamax from providing services or developing materials that are competitive with those developed or provided hereunder regardless of any similarity to such services or materials.

6. Staff

- 6.1 Datamax is an independent contractor and no employee of Datamax is or shall be deemed to be employed by Client. Client is hereby contracting with Datamax for the Services described in the Statements of Work and Datamax reserves the right to determine the method, manner, and means by which the Services will be performed. If the Services are performed at the Client's premises, then Datamax time spent at the premises is to be at the discretion of Datamax; subject to the Client's normal business hours and security requirements. Datamax shall not be required to devote Datamax consultant's full time nor the full time of Datamax staff to the performance of the Services required hereunder. The order or sequence in which the work is to be performed shall be under the control of Datamax. Client shall not provide any insurance coverage of any kind for any Datamax employee, and Client will not withhold any amount that would normally be withheld from an employee's pay.
- 6.2 Each of the following parties hereto agrees that, while performing Services under this Agreement, and for a period of six (6) months following the termination of this Agreement, neither party will, except with the other party's written approval, solicit or offer employment to the other party's employees or staff engaged in any efforts under this Agreement.

7. Use of Work Product

- 7.1 Client shall own, upon payment of all fees incurred, any deliverables, including software programs, source and object code, files, tapes, disks, and related user documentation, originally developed solely for Client under this Agreement. Such deliverables shall be owned by Client for its own internal use. Datamax does not convey nor does Client obtain any right in materials proprietary to Datamax, which Datamax may utilize or provide pursuant to the Services, or other materials not developed solely for and paid in full for under this Agreement, except as otherwise agreed upon in writing by the parties. Except as specifically set forth in writing and signed by both Client and Datamax, Datamax shall have all copyright and patent rights with respect to all materials developed under this Agreement, and Client is hereby granted a non-exclusive license to use and employ such material within the Client's business.

8. Warranty

- 8.1 Datamax warrants to Client that during the term of this Agreement and for a period of ninety (90) days from the completion of Services that the Services shall (a) be performed in a workmanlike manner in accordance with applicable commercial standards; (b) comply

with any applicable law, rule or regulation, and Datamax will have obtained all permits required to comply with such laws and regulations and (c) not violate or infringe upon any presently issued United States copyright, patent, trade secret or other property, contractual, employment or confidentiality right of a third party.

- 8.2 The foregoing warranties shall apply provided that (a) any software or other materials developed by Datamax have not been modified, unless authorized by Datamax in writing; (b) there has been no change in the computer equipment on which Datamax installed any software, unless authorized by Datamax in writing; (c) the computer equipment has sufficient capacity, is in good operating order and is installed in a suitable operating environment; (d) the nonconformity was not caused by Client or its agents or other third party; (e) Client promptly notifies Datamax of the nonconformity after discovery and (f) all fees due to Datamax have been paid.
- 8.3 Client accepts sole responsibility for the use of any software or other materials delivered hereunder to achieve Client's intended results and the results actually obtained from such software or materials. Client's sole and exclusive remedy is for Datamax to use commercially reasonable efforts to cause the Services to comply with the foregoing warranties. In the event that such services cannot be provided within a reasonable time after notification, Client's sole and exclusive remedy is to terminate this Agreement and to receive a refund of any fees paid to Datamax for the non-conforming Services.

ALL OF THE SERVICES ARE PROVIDED "AS IS". THE FOREGOING WARRANTY IS DATAMAX'S ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLE, AND IS MADE IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

9. **Limitation of Liability**

- 9.1 Datamax's liability (whether in contract, tort, negligence, strict liability, or by statute or otherwise) to Client or to any third party concerning performance or non-performance or otherwise related to this Agreement shall in the aggregate be limited to the fees received by Datamax hereunder for the portion of the services giving rise to such claim.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGE OR EXPENSES (INCLUDING LOST PROFITS OR SAVINGS) EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES.

10. **Termination**

- 10.1 Either party may terminate this Agreement, or any other formally agreed and executed statement of work, without cause upon giving the other party thirty (30) days written

notice. During the thirty (30) day termination period, Client shall maintain Datamax staffing levels existing at the time of the notice of termination.

10.2 Either party may terminate this Agreement, or any other formally agreed and executed statement of work, for a breach of a material term upon giving the other party written notice identifying specifically the alleged breach. Upon receiving written notice, the breaching party shall have twenty-one (21) days to cure the alleged breach.

10.3 Either party may terminate this Agreement by written notice if the other party makes an assignment for the benefit of creditors, becomes subject to a bankruptcy proceeding, or is subject to the appointment of a receiver.

10.4 Upon termination of this Agreement by either party, each party shall promptly return to the other all data, materials, and other properties of the other held by it; provided, however, if Client has not satisfied all outstanding invoices for Services performed by Datamax prior to the date of termination, Datamax shall be entitled to retain such materials until payment is made.

10.5 [Intentionally Deleted]

11. Liquidated Damages

11.1 [Intentionally Deleted]

12. Scope of Agreement

12.1 If the scope of any of the provisions of the Agreement or any SOW is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law.

13. Additional Work

13.1 After receipt of a SOW which adds to the Services, Datamax may, at its discretion, take reasonable action and expend reasonable amounts of time and money based on such SOW. Client agrees to pay Datamax for such action and expenditure as set forth in the SOW.

14. Assignment

14.1 Neither party shall assign this Agreement without the other party's prior written consent.

15. Complete Agreement

15.1 This Agreement, including any SOW and any Addendum, constitutes the entire understanding between Datamax and Client and supersedes all prior agreements, arrangements, representations and communications, whether oral or written, regarding

the subject matter hereof. Client is entering this Agreement solely based upon the agreements and representations contained herein for its own purposes and not for the benefit of any third party.

16. Applicable Law

16.1 This Agreement shall be governed by the laws of the State of Texas without application of conflict of laws principles. Any suit relating to this Agreement may be instituted in any state or federal court in Denton County, Texas, and the parties submit to the jurisdiction of any such court.

17. Independent Contractor

17.1 Each party is an independent contractor and the parties shall not have the authority to bind, represent or commit the other. Datamax may use Client's name in its resumes client list, case studies or press releases. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership or agency relationship between the parties for any purpose.

18. Survival

18.1 The terms of 2, 5, 6, 8 and 9 shall survive termination of this Agreement for any reason.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and represent that the person(s) whose signatures appear below are duly authorized to execute this Agreement.

Town of Bartonville
Company

Client Signature

Kirk H. Riggs
Print Name

Acting Town Administrator / Chief of Police
Title

November 19, 2024
Date