



NOTICE OF ECONOMIC DEVELOPMENT CORPORATION 4B BOARD

The Economic Development Corporation 4B Board for the City of Brookshire, Texas, will hold a Regular Session Economic Development Corporation 4B Board meeting on May 13, 2024 at 5:30 pm in City Hall 4029 5th Street Brookshire, Tx 77423, for the purpose of considering the following:

1. Call to Order
2. Prayer
3. Pledge of Allegiance
4. Roll Call
5. Public Comments *(In accordance with Texas Open Meetings Act and Texas Government Code 551.007, the board may not discuss or take action on any item NOT listed on the Agenda. Each member of the public wishing to speak must sign in prior to the meeting and is limited to 3 minutes.)*
6. New Business
 - a. Discuss and Possible Action to Approve Financial Policy.
 - b. Discussion and Possible Action to Reimburse the City of Brookshire for Demographic Study.
 - c. Discussion and Possible Action to approve purchase of Placer.ai Software.
7. Executive Session
8. Discussion and possible action resulting from the Executive Session
9. Adjournment

CERTIFICATE: I, the undersigned, City Secretary of the City of Brookshire, do hereby certify that on the 10th day of May, 2024 at 5pm , I posted a true and correct copy of the above and following notice of the Regular Session of the City of Brookshire Economic Development Corporation 4B Board to be held on May 13, 2024 at 5:30 PM at the Brookshire City Hall, which posting was done not less than three (3) full days prior to the date fixed for said meeting.

A handwritten signature in black ink, appearing to read "Erica Molina", is written over a horizontal line.

Erica Molina
City Secretary

The board may hold an Open or Closed meeting by telephone conference call if an emergency or public necessity exists within the meaning of Section 551.045 of the Open Meetings Act, and the convening at one location of a quorum of the City Council is difficult or impossible.

The board may convene into executive session on any matter related to any of the above agenda items for a purpose, such a closed session is allowed under Chapter 551, Texas Government Code.

RESOLUTION NO. 21-001

A RESOLUTION OF THE BROOKSHIRE ECONOMIC DEVELOPMENT CORPORATION (THE "BEDC"), AUTHORIZING THE PRESIDENT OF THE BEDC BOARD OF DIRECTORS (THE "BOARD") TO APPROVE CERTAIN EXPENDITURES WITHOUT THE PRIOR APPROVAL OF THE BOARD; ADOPTING A PURCHASING POLICY FOR THE BEDC; REPEALING CONFLICTING RESOLUTIONS; AND, PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the Brookshire Economic Development Corporation (the "BEDC") is a duly-formed organization in the State of Texas and that its purpose is to enhance the economic well being of the City of Brookshire and its citizens; and

WHEREAS, the Board of Directors of the BEDC (the "Board") finds that the President of the Board should be allowed to approve expenditures of the BEDC that do not exceed an amount of two thousand five hundred dollars (\$2,500) if such expenditures advance the purposes of the BEDC; and,

WHEREAS, the Board wishes to adopt the purchasing and procurement regulations of Chapters 501-505 of the Texas Local Government Code (the "Code") as the purchasing policy of the BEDC and to repeal any Resolution adopted by the Board that conflicts with or is more restrictive than the Code; and **NOW THEREFORE**,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BROOKSHIRE ECONOMIC DEVELOPMENT CORPORATION:

SECTION 1. THAT the President of the Board of Directors (the "Board") of the Brookshire Economic Development Corporation (the "BEDC") shall be allowed to approve expenditures of the BEDC that do not exceed an amount of two thousand five hundred dollars (\$2,500) as long as such expenditures advance the purposes of the BEDC. The President shall report all such expenditures to the Board at the first regular or special meeting of the Board that occurs after such expenditures are made.

SECTION 2. THAT the Board wishes to adopt the purchasing and procurement regulations of Chapters 501-505 of the Texas Local Government Code (the "Code") as the purchasing policy of the BEDC and to repeal any Resolution adopted by the Board that conflicts with or is more restrictive than the Code.

PASSED, APPROVED, and RESOLVED on June 22, 2021.

MARILYN VAUGHN, PRESIDENT

ATTEST:

Vickie Casto, Administrative Assistant

RESOLUTION NO. 22-001

A RESOLUTION OF THE BROOKSHIRE ECONOMIC DEVELOPMENT CORPORATION (THE "BEDC"), ADOPTING A POLICY FOR THE BEDC'S PARTICIPATION IN RIBBON-CUTTING CEREMONIES OR GRAND OPENING EVENTS FOR LOCAL BUSINESSES; REPEALING CONFLICTING RESOLUTIONS; AND, PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the Brookshire Economic Development Corporation (the "BEDC") is a duly-formed organization in the State of Texas under the Development Corporation Act codified in Chapters 501-505 of the Texas Local Government Code (the "Act") and that its purpose is to enhance the economic well being of the City of Brookshire (the "City") and its citizens; and

WHEREAS, the Board of Directors of the BEDC (the "Board") finds that participation by the BEDC in ribbon-cutting ceremonies and grand opening events for local businesses (the "Event") is beneficial to the City's economy and is permitted under the Act as a promotional expense of the BEDC;

WHEREAS, the Board desires to create a policy regarding its involvement in an Event, with such policy providing that: 1. The BEDC will expend no more than five hundred dollars (\$500) for each Event; 2. The BEDC may provide refreshments, food, or promotional items for an Event, but will not provide reimbursement for such refreshments, food, or promotional items not provided or pre-approved by the BEDC for an Event; and, 3. The BEDC will not provide any form of alcoholic beverage for an Event; and **NOW THEREFORE**,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BROOKSHIRE ECONOMIC DEVELOPMENT CORPORATION:

SECTION 1. THAT the following policy regarding ribbon-cutting ceremonies and grand opening events for local businesses (an "Event") be adopted as follows:

- A. The Board of Directors (the "Board") of the Brookshire Economic Development Corporation (the "BEDC") finds that participation by the BEDC in an Event is beneficial to the City's economy and is permitted under the Development Corporation Act codified in Chapters 501-505 of the Texas Local Government Code as a promotional expense of the BEDC.
- B. The Board must approve of its participation in an Event at a meeting of the BEDC properly posted and made open to the public in accordance with applicable State law. The date of the Event must be after the meeting of the BEDC contemplated in this provision.
- C. The Board may authorize an expenditure of no more than five hundred dollars (\$500) for each Event.

D. The BEDC may provide refreshments, food, or promotional items for an Event, but will not provide reimbursement for such refreshments, food, or promotional items not provided or pre-approved by the BEDC for an Event.

E. The BEDC will not provide any form of alcoholic beverage for an Event.

SECTION 2. THAT the policy provided in Section 1 of this Resolution supersede and replace any conflicting practice, action, or Resolution adopted by the Board regarding Events.

SECTION 3. THAT this Resolution shall become effective as of the date of its approval by the Board.

PASSED, APPROVED, and RESOLVED on _____, 2022.

For the BEDC:

MARILYN VAUGHN, PRESIDENT

ATTEST:

Vickie Casto, Administrative Assistant

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BROOKSHIRE ECONOMIC DEVELOPMENT CORPORATION (THE “BEDC”), ADOPTING A POLICY FOR THE BEDC’S BUDGET AND PROJECT ADOPTION PROCESS; ADOPTING A POLICY FOR THE BEDC’S BANK ACCOUNTS AND PROCESSING OF FUNDS; REPEALING CONFLICTING RESOLUTIONS; AND, PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the Brookshire Economic Development Corporation (the “BEDC”) is a duly-formed organization in the State of Texas under the Development Corporation Act codified in Chapters 501-505 of the Texas Local Government Code (the “Act”) and that its purpose is to enhance the economic well being of the City of Brookshire (the “City”) and its citizens; and

WHEREAS, the Board of Directors of the BEDC (the “Board”) acknowledges, under §501.073 of the Act, that the City Council of the City (the “Council”) is required to approved every project and expenditure of the BEDC; and

WHEREAS, §505.160(a) of the Act prohibits the Board from undertaking a project until at least sixty (60) days has passed since a specific or general description of the proposed project has been published; and

WHEREAS, the Board desires to adopt a policy regarding the BEDC’s projects and expenditures approval process, and to adopt a policy regarding the BEDC’s bank accounts and processing of funds; and **NOW THEREFORE**,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BROOKSHIRE ECONOMIC DEVELOPMENT CORPORATION:

SECTION 1. THAT the Recitals to this Resolution are true and correct and are incorporated herein for all purposes.

SECTION 2. THAT the following policy regarding the BEDC’s project and expenditure approval process be adopted as follows:

- A.** §501.073 of the Texas Local Government Code requires the City Council (the “Council”) of the City of Brookshire (the “City”) to approve every project and expenditure of the Board of Directors (the “Board”) of the Brookshire Economic Development Corporation (the “BEDC”).
- B.** The Board acknowledges §505.160(a) of the Texas Local Government Code prohibits the Board from undertaking a project until at least sixty (60) days has passed since a specific or general description of the proposed project has been published.
- C.** The Board shall take all necessary action to produce an annual budget (the “Budget”) that includes, at a minimum: 1. The BEDC’s proposed projects for the applicable budget year

(with such projects including at least a general description of the proposed project); and, 2. The BEDC's proposed expenditures for the applicable budget year. The BEDC shall make every effort to have the Budget be approved by the Board and submitted to the Council for final approval no later than August 31st of the year preceding the upcoming Budget year (i.e. By August 31, 2024, the BEDC shall have approved the proposed Budget for Fiscal Year 2025.)

- D. The Board shall hold at least one (1) public hearing on the Budget prior to the Board's adoption the Budget, and the Council must approve two (2) readings of a Resolution regarding the Budget.
- E. Once the Council has approved two (2) readings of a Resolution adopting the Budget, and after sixty (60) days have passed since the BEDC posted notice of its public hearing on the Budget, then the Board may undertake the specific or general types of projects provided in the Budget. Additionally, the approval of the Budget by the Council shall signify the Council's approval of the expenditures provided in the Budget.
- F. If the Board wishes to expend funds not contemplated in the Budget, or if the Board wishes to undertake a project not at least generally provided for in the Budget, then the Board must take additional steps to ensure that the Council approved such expenditure or project. Nothing in this policy prohibits the Board from taking additional measures to memorialize the Council's approval of any expenditure or project already approved in the Budget.
- G. Nothing in this policy prohibits the Board and the Council from creating reporting, inspection, or auditing procedures regarding the Budget and the BEDC's related financial records and books.

SECTION 3. THAT the following policy regarding the BEDC's bank accounts and processing of funds be adopted as follows:

- A. All BEDC bank accounts shall be individual accounts at New First National Bank.
- B. All BEDC funds will be housed in the City's Fundview program.
- C. All BEDC purchase requests will require signatures from the City Administrator, the Mayor, and the appropriate BEDC designee.
- D. After BEDC signatures are acquired, any and all paperwork will be submitted to the City Comptroller for processing and fund disbursement.
- E. The Mayor and the appropriate BEDC designee will be the only people who will be authorized to sign BEDC checks.

SECTION 4. THAT the policy provided in Section 2 of this Resolution supersedes and replaces any conflicting policy, practice, action, or Resolution adopted by the Board regarding the project

and expenditure adoption process of the BEDC. Upon passage of this Resolution, the policy in Section 2 shall become effective and enforceable.

SECTION 5. THAT the policy provided in Section 3 of this Resolution is in addition to any other policy, practice, action, or Resolution adopted by the Board regarding financial or fiscal matters of the BEDC, and replaces the policy in Section 3 of this Resolution supersedes and replaces any conflicting policy, practice, action, or Resolution adopted by the Board regarding financial or fiscal matters of the BEDC. Upon passage of this Resolution, the policy in Section 2 shall become effective and enforceable.

SECTION 6. THAT this Resolution shall become effective as of the date of its approval by the Board.

PASSED, APPROVED, and RESOLVED on _____, 2024.

SIGNATURES

FOR THE BEDC:

JEREMIAH HILL, PRESIDENT

ATTEST:

Vickie Casto, Administrative Assistant



PASA WORK PRODUCT

BACKGROUND DATA COLLECTION

- Create and maintain GIS map database, including, but not limited to, the following data layers: appraisal district's parcel ownership, floodplain, municipal zoning and future land use plans, annexation and annexation plans, city and regional thoroughfare plans, subdivision and apartment layers, oil and gas pipelines, aerial imagery, street files.
- Gather background data on economic trends, major employers and changes in workforce, unemployment rates, recent real estate market trends, recent new housing trends, etc.

CURRENT AND PAST STUDENT POPULATION

- Geo-code current students and historical dataset(s).
- Study recent gains and losses in student population by development.
- Determine the ratio of students per household for every major subdivision and apartment.
- Analyze the impact of private and charter schools on enrollment.

FUTURE STUDENT POPULATION

- Conduct extensive interviews to gather data regarding current and future land use. This allows PASA to determine the potential for future residential development on all large, undeveloped tracts of land.
- Prepare projections of new housing for each subdivision, apartment and large undeveloped parcel.
- Build a District-specific model to estimate the number of students by Planning Unit each year for 10 years.
- Develop Low Growth, Moderate Growth, and High Growth Scenarios for the number of students Districtwide per grade, per year, for 10 years forward.
- Estimate the number of students per grade per school for one year forward. This in-depth study accounts for transfers, special programs, and school-specific characteristics, and can be used for staffing decisions.

LONG-RANGE PLANNING

- Relate 10-year student population projections to school capacities.
- Develop a Long-Range Facilities Plan, including siting and timing of new facilities.

REPORTING

- Prepare comprehensive report summarizing the Demographic Study.
- Present at one Board or Administration meeting.

COST of DEMOGRAPHIC STUDY

\$59,400

**Statement of Work for Demographic Study
Royal ISD
2023-24**



ADDITIONAL SERVICES – As Needed

Tasks requested by the School District beyond the scope of this Statement of Work will be billed at the following rates. These additional costs are typically associated with long-range planning, attendance zone planning, bond planning or additional presentations.

In-person meetings	\$2,500/mtg
Remote presentations (via Zoom, Teams, etc.)	\$1,000/mtg
Professional tasks	\$340/hr
GIS-related tasks	\$210/hr

TIMELINE

PASA plans to begin data-gathering work for the Demographic Study in May 2024 and finalize the data and present the final report to the Administration or Board of Trustees in July 2024.

DELIVERABLES

- Ten hard copies and PDF of the Demographic Study report
- Ten hard copies and PDF of the large Development Overview map
- Slide deck presented to Administration/Board of Trustees
- Excel versions of any tables in the Demographic Study, as requested

NOTES

- The Projections Model is the proprietary property of PASA and will not be released to the District.
- The costs listed in this Statement of Work are valid so long as a contract is signed by Royal ISD by May 1, 2024. After this date, timeline and costs are subject to change.
- If any of PASA's GIS deliverables are reproduced, PASA will receive attribution credit. Any maps which use the GIS data must have PASA's name and company logo printed on the maps.

**Statement of Work for Demographic Study
Royal ISD
2023-24**



DISTRICT REQUIREMENTS

PASA requests the following data for use in the Demographic Study:

District Facilities Capacity Information

- Capacity information for each facility
- Anything else that needs to be updated since the previous study, including changes to existing facilities, construction of new facilities, and/or land purchases

Residential Development and Land Use

- Any current information the District has available on plats, and names/contacts of any developers, builders, or real estate experts whom PASA should contact for the study.

District Enrollment

- Enrollment counts as of October 2023 from the most recent PEIMS submission (Disaggregation Report with grade disaggregation showing the number of currently enrolled students for each grade)

Student Address Files

Student address files containing all students enrolled on the following date(s):

- PEIMS Snapshot Oct 2023
- PEIMS Snapshot Oct 2022
- PEIMS Snapshot Oct 2020
- PEIMS Snapshot Oct 2019
- PEIMS Snapshot Oct 2018

These data files must include as many fields as possible from those listed below. PASA will protect and preserve the confidentiality of all educational records and personally identifiable information in compliance with FERPA and District Policy and shall fully indemnify the District for any breach of such security. It is imperative that the current student data file be updated with all deletions/additions of students for the current school year.

Campus Number	Free/Reduced Lunch Code
Student ID Number	Bilingual Code
Street Address (PHYSICAL RESIDENCE)	Magnet program participation, if applicable
City	Code Indicating Transfer from Another School District (if available)
Zip Code	Primary Home Language Code
Grade Level	Immigration Status Code
Race	
Ethnicity	

Please be sure that the data has been fully updated for this school year. It is important that all addresses have been updated, as well as accurate flags for special programs, including Free/Reduced Lunch, Bilingual program, etc.

- The historical data should reflect students enrolled at the PEIMS snapshot date, not those enrolled at the end of the school year
- The data should come with documentation explaining code definitions (if needed)

**Statement of Work for Demographic Study
Royal ISD
2023-24**



ACKNOWLEDGEMENTS

This confirms the agreement by which Royal ISD, ("School District"), is engaging Population and Survey Analysts ("PASA") to perform a Demographic Study. The attached documentation outlines specific tasks and associated costs included in the Demographic Study.

As compensation for services rendered, the School District will pay PASA \$59,400.

PASA will invoice the School District over 4 months, scheduled as follows:

- 20% at the end of month 1
- 20% at the end of month 2
- 20% at the end of month 3
- 40% at the end of month 4, or upon completion of the Deliverables

PASA expects to conduct the Demographic Study between May 1, 2024 and July 31, 2024, but this can be modified to meet the needs of the School District.

A handwritten signature in blue ink that reads "Stacey Tepera". The signature is written in a cursive style and is positioned above a horizontal line.

Stacey Tepera, President
Population and Survey Analysts

Rick Kershner, Superintendent
Royal ISD

Dated: 4-23-24

Dated: _____

#6 C



PLACER LABS, INC.

ORDER FORM

City of Brookshire Address:	("Customer") 4029 5th St. Brookshire, TX 77423	Placer Labs, Inc. Address:	("Placer") 440 N Barranca Ave., #1277 Covina, CA 91723
Contact Person: Email: Phone: Billing Contact Email:	Jeremiah Hill jeremiah@hillforbrookshire.com 281-836-0008 emolina@brookshiretx.gov	Contact Person Billing Contact Person: Billing Email*: Billing Phone*:	Hayley Lane Jason Tsui billing@placer.ai 415-228-2444 ext 806

*Not for use for official notices.

1. Services.

The services provided under this Order Form (the "Services") include:

- Chain Report Expanded which displays chain-level demographic and psychographic data.
- Access, via Placer Venue Analytics Platform ("Placer's Platform"), to all major venues within the United States
- Customer may not provide access to any third party agents acting on its behalf (including any consultants, contractors, or other agents of Customer) without prior written consent from Placer. Any such approved access may be subject to an additional fee pursuant to a written amendment to this Order Form
- Access, via Placer's Platform, to reports, including Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
 - Foot traffic counts and dwell time
 - True Trade Areas displaying frequent-visitors-density by home and work locations
 - Customers' demographics, interests, and time spent at relevant locations
 - Where customers are coming from and going to, and the routes they take
 - Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
 - Competitive insights
 - Void Analysis Reports
- Access to Xtra reports per ad hoc needs; in Excel, KML, Tableau, and other formats: Quarterly Maximum of 26 credits; Annual Maximum of 104 credits
- Access to STI Demographics Bundle + Mosaic Data Set, and AGS CrimeRisk. The applicable Advanced Demographics and Psychographics are generated using the Input Datasets from the data vendors as set forth below:

Description	Input Datasets Used
STI Demographics Bundle	PopStats
	Spending Patterns
	Workplace
	Market Outlook
Experian Mosaic	Mosaic Segmentation
AGS CrimeRisk	CrimeRisk

2. Permitted Uses

The data, information and materials accessible via the Services are referred to as “**Placer Data**”. Customer may use Placer Data solely for the following purposes (“**Permitted Uses**”): (a) Customer may use Placer Data for Customer’s internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

“**Research Data**” means datasets and other materials created by Customer that result in any part from Customer’s use of Placer Data. The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information (for such purpose only, Placer grants Customer the rights to use the Placer.ai name and logo, provided that any such use of the Placer.ai name and logo must clearly indicate that Placer is the provider of data only, and is not involved in any analysis, conclusion, recommendation). Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer may display Placer Data as part of Research Data.

3. Term and Termination.

Initial Term: The initial term of this Order Form will begin as of the last signature date set forth below, and will continue for 12 consecutive months thereafter (the “**Initial Term**”). Each renewal or additional term, if any, is referred to as “**Additional Term**,” and the Initial Term and any Additional Terms are referred to collectively as the “**Term**.”

Additional Term: Following expiration of the Initial Term, this Order Form shall be automatically renewed for additional periods of the same duration as the Initial Term, unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

Termination: Either party may terminate this Order Form upon thirty (30) days’ notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days. In addition, Placer may immediately suspend Customer’s access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.

4. Fees.

\$12,000/year invoiced: in full upon signing this Order Form.

Invoice sent electronically to Customer’s billing contact email via NetSuite.

Customer shall pay the fees set forth above in this Order Form.

Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

Customer is responsible for all applicable taxes arising directly from the Services other than U.S. taxes based on Placer’s net income.

If Customer believes that Placer has billed Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer’s customer support department at support@placer.ai.

Placer may increase the Fees any time following the Initial Term (but not more frequently than once in any twelve (12) month period). The amount of such annual increase will equal the greater of CPI or five percent (5%) per annum.

In the event of any termination, Customer will pay in full for the Services.

All billing will be sent via electronic invoice to the Customer contact indicated above. Customer shall pay all fees within thirty (30) days of the invoice date.

5. Support.

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 A.M. through 5:00 P.M. Pacific Time, with the exclusion of federal holidays. For any such support, please contact us at support@placer.ai.

6. Mutual NDA.

Each party (the “**Receiving Party**”) understands that the other party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

7. Miscellaneous.

All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

Trial Offering. If Placer provides Customer with additional Services or Placer Data during the Term and identifies such Services or Placer Data as for evaluation or trial purposes only (a “**Trial Offering**”), access to the Trial Offering is permitted only during the period designated by Placer (or if not designated, 30 days from receipt of access) (“**Trial Subscription Term**”), unless the Trial Offering is earlier terminated as provided below. During the Trial Subscription Term, Customer may only use the Trial Offering for internal evaluation purposes and may not otherwise use or distribute the Trial Offering for any other purposes. Notwithstanding any provision included in this Order Form or the Agreement to the contrary, in respect of the Trial Offering Customer acknowledges and agrees that: (i) either party may terminate the Trial Subscription Term immediately and without liability upon written notice to the other

party; (ii) any Trial Offering is provided “as is”; (iii) Placer provides no warranty, service levels or indemnity for any Trial Offering and (iv) Placer's liability related to any Trial Offering will not exceed USD \$100. Notwithstanding the foregoing, the Services and Placer Data provided in this Order Form is not considered a Trial Offering.

Customer grants Placer the right to use Customer’s company name and company logo, for Placer’s promotional purposes.

This Order Form is entered into by and between Customer and Placer effective as of the date of the last signature below. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement located at <https://www.placer.ai/placer-license-agreement/> (the “**Agreement**”); provided, however, that in the event of any conflict between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

“Customer”

City of Brookshire
By:
Name:
Title:
Date:

“Placer”

Placer Labs, Inc.
By:
Name:
Title:
Date: