



## RECONYX Camera Set Usage Agreement

The Alamo Area Council of Governments is making 39 RECONYX Cellular Camera Sets available for use for investigating environmental crimes, subject to the following terms.

### 1. Parties

The Alamo Area Council of Governments (AACOG) is making the RECONYX Camera Set # \_\_\_\_\_ (UID) for available for use by \_\_\_\_\_ (User). By signature below, the User agrees to the terms of this Agreement.

### 2. Fees and Expenses

There are no fees for the use of the RECONYX Cellular Camera Set under this agreement.

**Disclaimer: Each package provided to recipients include one camera, one 10-watt solar panel, one swivel kit, and basic ATT cellular service. Kits do not include additional batteries or accessories. Any additional services, accessories, expenses, repairs not covered under warranty, ongoing maintenance, or unforeseen costs associated with the use of the equipment shall be the sole responsibility of the recipient. Recipients are advised to review all potential costs associated with the operation and maintenance of the equipment and to plan for these expenses accordingly.**

### 3. Nature of User

In order to borrow and use the RECONYX Cellular Camera Set, User certifies that it meets the following criteria.

- 1) User is a government entity located in one of the following counties: Atascosa, Bandera, Bexar, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, Medina, McMullen and Wilson;
- 2) User may not be in default under any grant projects funded by the Alamo Area Council of Governments (AACOG).

### 4. Conditions of Use

User agrees to use the RECONYX Cellular Camera Set in accordance with the following conditions:

- 1) User shall only use the RECONYX Cellular Camera Set for its intended purpose of investigating environmental crimes.
- 2) User agrees to use the RECONYX Camera Set for a **minimum of 7 days every 3 months.**
- 3) User agrees to operate RECONYX Cellular Camera Set equipment in accordance with written and verbal instructions.



- 4) User agrees to report the following information every 3 months:
  - a. Number of hours used
  - b. Number of illegal dumping sites investigated
  - c. Number of violators identified
  - d. Number of misdemeanor and felony cases investigated

**5. WAIVER AND INDEMNIFICATION OF LIABILITY**

To the extent allowed by Texas law, User agrees to indemnify and hold harmless AACOG, its officers, directors, agents, or employees for any and all property damage, claims, losses, lawsuits, judgments and/or expenses including attorney fees, in any way occurring, incident to, arising out of or in connection with the handling, condition, properties, use or misuse of the RECONYX Cellular Camera Set, equipment and supplies regardless of whether such property damage is incurred by User or other third party.

User certifies that he has read and understands this agreement. User agrees to be bound by the terms herein and agrees that it has met and will meet all conditions in this document.

**6. NON-COMPLIANCE**

Recipients who fail to adhere to the specified use and reporting requirements shall forfeit their right to retain the equipment. They will be required to return the camera and all associated components to AACOG within thirty (30) days from the date of receipt of a non-compliance notice. Such notices will be delivered via email to both the primary and secondary contacts on record. Non-compliance may impact the recipient's eligibility for future grant funding and may result in poor standing with regard to future grant opportunities.

Agreed To By:

\_\_\_\_\_  
Authorized User Agent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of User Agent

\_\_\_\_\_  
User Agent E-mail Address

Alamo Area Council of Government  
Environmental Conservation Program  
Reconyx Cellular Camera Set Usage Agreement



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User Agent Organization or Agency

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Authorized AACOG Agent

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Date