

## RESOLUTION 25-R-157

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN AGREEMENT WITH MIOVISION TECHNOLOGIES FOR OPTICOM INTERSECTION PREEMPTION SERVICES**

**WHEREAS**, the Schertz Fire Department entered into an agreement with Global Traffic Technologies, since acquired by Miovision Technologies, for Opticom intersection preemption services via Resolution 23-R-130; and

**WHEREAS**, the Opticom system prioritizes right-of-way for emergency vehicles, reducing delays and improving intersection safety, and allows emergency vehicles to bypass traffic signals in order to reach the scene quickly and safely; and

**WHEREAS**, the Schertz Police Department desires to contract for the same services for police vehicles to enhance the safety and efficiency of emergency response operations.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:**

Section 1. The City Council hereby authorizes an agreement with Miovision Technologies for Opticom intersection preemption services for the Schertz Police Department substantially as set forth in Exhibit A.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF SCHERTZ, TEXAS

\_\_\_\_\_  
Ralph Gutierrez, Mayor

ATTEST:

\_\_\_\_\_  
Sheila Edmondson, City Secretary

## **EXHIBIT A**

Agreement with Miovision Technologies for Opticom Intersection Preemption Services



Miovision Technologies US, LLC.  
 801 Transfer Road, Unit G02  
 St. Paul, MN, 55114, US

Bill To	Ship To	Estimate Number	Date	Expires
Schertz (TX) 1400 Schertz Parkway Schertz, Texas 78154 United States	Schertz (TX) 1400 SCHERTZ PKWY SCHERTZ, Texas 78154 United States	Q-43335	11/5/2025	2/3/2026

Customer	Procurement Method	Term: For Ongoing Services (Years)
Schertz (TX)	PCaaS	10

Please reference HGAC Buy Contract #PE05-21.

Police Vehicles - Cloud EVP

10 Miovision Cloud EVP Vehicle Licenses

Pricing includes configuration of Opticom Cloud, testing and activation of vehicles on the new Cloud Preemption system. Utilizing Whelen VSG's for connectivity.

Product Name	Term (Years)	Annual Unit Price	Total Unit Price	Qty	Total
Opticom Cloud Connected Vehicle	10	\$630.00	\$6,300.00	10	\$63,000.00
<b>Police Vehicles - Cloud EVP TOTAL:</b>					<b>\$60,000.00</b>

<b>One Time Total:</b>	USD 0.00
<b>Annual Total:</b>	USD 6,300.00
<b>Total:</b>	USD 63,000.00

Please reference estimate number **Q-43335** when submitting all purchase orders

**Proposal Notes:**

Please reference HGAC Buy Contract #PE05-21.  
 The Customer agrees to order the products outlined above at the prices indicated, and acknowledges that this order is governed by the current master sales agreement ("MSA") The City of Schertz- March 14, 2024. Execution of the quote can be approved via email confirmation or signature on the quote.

**General Notes:**

The Customer agrees to order the products outlined above at the prices indicated, and acknowledges that this order is governed by the current master sales agreement ("MSA") that it has with Miovision, or if no MSA exists then the terms outlined at: <https://miovision.com/legal/msa> shall govern. If Customer issues a purchase order, any additional, inconsistent or conflicting terms appearing in the purchase order shall be of no force or effect and shall not amend this order.

When included, intersection installation pricing assumes a standard configuration without complications. Not included in this proposal are the following items, which will require additional fees: 1) crushed conduit or any other issues preventing cable from being installed, 2) lane or road closures, 3) police or other resources needed at the installation area, and/or 4) other third-party costs not known at the time of the proposal. Proposal assumes the intersection cabinets are in good working order and contain wiring diagrams.

Vehicle installation assumes standard installation and does not include: 1) special mounting brackets, 2) excess wiring, and/or 3) swapping out previously installed (replacement) vehicle hardware.

Project management expenses can increase in instances where development, if required, is not fully scoped.

Proposal excludes any activities associated with: 1) traffic control plan, 2) water pollution control plan, 3) changeable message signs/flaggers, 4) permits/bonds/ fees, and/or 5) removal/repair/replacement of concrete, asphalt, conduits or wiring.

Quote does not include any applicable travel expense. A budgetary "not exceed" price can be provided upon request if required.

**For Opticom Cloud Connected Vehicle/Opticom Cloud Connected Intersection:**

- Quote assumes no additional intersection certification or design documents are required.
- Quote does not include formal site acceptance testing, unless otherwise noted.
- Unless otherwise noted, Opticom's PCaaS solution includes one standard monthly report of system health. If custom reports are needed, they can be quoted optionally.
- Quote assumes intersection controllers are EVP-capable and/or TSP-capable as appropriate and have the proper licensing, which is to be enabled prior to Opticom equipment installation.
- Quote assumes any required controller configuration is the responsibility of purchaser and configuration/programming is complete prior to final commissioning.
- Quote assumes all management software will be hosted by Opticom.

**When an Opticom vehicle modem is not on the quote:**

- Quote assumes the cellular modem is configured such that the Opticom vehicle kit has the ability to communicate to the cloud-hosted Opticom centralized software.

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

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

\_\_\_\_\_  
Signature: