

# City of Alvin, Texas

Paul Horn, Mayor

Gabe Adame, Mayor Pro-tem, District E  
Brad Richards, At Large Position 1  
Chris Sanger, At Large Position 2  
Scott Reed, District A



Adam Arendell, District B  
Keith Thompson, District C  
Glenn Starkey, District D

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## ALVIN CITY COUNCIL AGENDA THURSDAY, DECEMBER 1, 2016 7:00 P.M. (Council Chambers)

**Alvin City Hall, 216 West Sealy, Alvin, Texas 77511**

*Persons with disabilities who plan to attend this meeting that will require special services please contact the City Clerk's Office at 281-388-4255 or [droberts@cityofalvin.com](mailto:droberts@cityofalvin.com) 48 hours prior to the meeting time. City Hall is wheel chair accessible and a sloped curb entry is available at the east and west entrances to City Hall.*

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NOTICE is hereby given of a Regular Meeting and Executive Session of the City Council of the City of Alvin, Texas, to be held on **Thursday, December 1, 2016** at 7:00 p.m. in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

### REGULAR MEETING AGENDA

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE**
3. **PUBLIC COMMENT**
4. **CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION:** An item(s) may be removed from the Consent Agenda for full discussion by the request of a member of Council. Item(s) removed will automatically become the first item up for discussion under Other Business.
  - A. Approve minutes of the October 3, 2016 City Council special meeting.
  - B. Approve minutes of the November 17, 2016 City Council workshop.
  - C. Approve minutes of the November 17, 2016 City Council regular meeting.
  - D. Consider the purchase of Axon Body Camera System for use by the Police Department in an amount not to exceed \$47,000.
  - E. Consider Resolution 16-R-29; suspending the December 21, 2016 effective date of the statement of intent of CenterPoint Energy to increase rates within the Houston and Texas Coast divisions and consolidate the Houston and Texas Coast divisions to permit the city time to study the request and to establish reasonable rates; finding that the city's reasonable rate case expenses shall be reimbursed by the company; authorizing participation with the Gulf Coast Coalition of Cities; hiring legal and consulting services to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this resolution is passed is open to the public as required by law; and requiring notice of this resolution to the company and legal counsel.
  - F. Consider Ordinance 16-BB; amending the City of Alvin 2015-2016 Fiscal Year-End budget (FY16) by increasing (decreasing) certain expenditures and increasing

(decreasing) certain revenues to the individual budget accounts in all funds set forth in the attached Exhibit A.

**5. OTHER BUSINESS:**

Council may approve, discuss, refer, or postpone items under Other Business.

- A. Consider Resolution 16-R-28; establishing a code of conduct for elected and appointed officials.
- B. Consider various appointments to boards and commissions.

**6. REPORTS FROM CITY MANAGER**

- A. Review preliminary list of items for next Council meeting.
- B. Items of Community Interest.

**7. REPORTS FROM COUNCIL MEMBERS**

Pursuant to S.B. No. 1182, City Council Members may make a report or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

- A. Announcements and requests from Council members.

**8. EXECUTIVE SESSION**

The City Council will convene into a Closed Executive Meeting in accordance with the Texas Government Code, pursuant to the authority contained in:

- A. Section 551.072 of the Government Code: Deliberation regarding the purchase, exchange, lease or value of real property.
- B. Section 551.074 Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing.
  - 1. Discuss the evaluation of city attorney.

**9. RECONVENE TO OPEN SESSION**

- A. Consider action, if any, on item(s) discussed in Executive Session.

**10. ADJOURNMENT**

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I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: [www.alvin-tx.gov](http://www.alvin-tx.gov), in compliance with Chapter 551, Texas Government Code on MONDAY, NOVEMBER 28, 2016 at 4:00 P.M.

(SEAL)



A handwritten signature in blue ink, appearing to read "Dixie Roberts", is written over a horizontal line.

Dixie Roberts, City Clerk

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

**\*\* All meetings of the City Council are open to the public, except when there is a necessity to meet in Executive Session (closed to the public) under the provisions of Chapter 551, Texas Government Code. The Council reserves the right to convene into executive session on any of the above posted agenda items that qualify for an executive session by publicly announcing the applicable section of the Open Meetings Act, including but not limited to sections 551.071 (litigation and certain consultation with the attorney), 551.072 (acquisition of interest in real property), 551.073 (contract for gift to city), 551.074 (certain personnel deliberations), or 551.087 (qualifying economic development negotiations).**

**MINUTES  
CITY OF ALVIN, TEXAS  
216 W. SEALY STREET  
CITY COUNCIL SPECIAL/EXECUTIVE MEETING  
THURSDAY OCTOBER 3, 2016  
7:00 P.M.**

**CALL TO ORDER**

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in special and executive session at 7:00 P.M. in the Council Chambers at City Hall, with the following members present: Mayor Paul A. Horn; Mayor Pro-tem Gabe Adame; Council members: Adam Arendell, Scott Reed, Chris Sanger, Glenn Starkey, Keith Thompson, and Brad Richards.

Staff members present: Sereniah Breland, City Manager; Junru Roland, CFO/Assistant City Manager; Dixie Roberts, City Clerk.

**EXECUTIVE SESSION**

Section 551.071(2) Attorney consultation to receive attorney advice and counsel in connection with the city's legal rights, duties, privileges, and obligations related to the ongoing negotiations of a Collective Bargaining Agreement.

Mayor Horn called for an executive session at 7:04 p.m.

**RECONVENE TO OPEN SESSION**

Mayor Horn reconvened the meeting to open session at 7:50 p.m.

Consider and take appropriate action, if any, regarding the proposed Collective Bargaining Labor Agreement between the City of Alvin, Texas and the Alvin Police Officer's Association (APOA).  
No Action taken.

**ADJOURNMENT**

Council member Thompson moved to adjourn the meeting at 7:50 p.m. Seconded by Council member Richards; motion carried on a vote of 7 Ayes.

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Paul A. Horn, Mayor

ATTEST: \_\_\_\_\_  
Dixie Roberts, City Clerk

**MINUTES  
CITY OF ALVIN, TEXAS  
216 W. SEALY STREET  
CITY COUNCIL WORKSHOP MEETING  
TUESDAY NOVEMBER 17, 2016  
6:00 P.M.**

**CALL TO ORDER**

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in regular session at 7:00 P.M. in the Council Chambers at City Hall, with the following members present: Mayor Paul A. Horn, Mayor Pro-tem Gabe Adame; Council members: Adam Arendell, Scott Reed, Chris Sanger, Glenn Starkey, and Keith Thompson.

Staff members present: Sereniah Breland, City Manager; Bobbi Kacz, City Attorney; Junru Roland, CFO/Assistant City Manager; Dixie Roberts, City Clerk; Larry Buehler, Director of Economic Development, Dan Kelinske, Parks and Recreation Director; Robert Lee, Police Chief Michelle Segovia, City Engineer; and Brian Smith, Public Services Director.

**ITEMS OF DISCUSSION:**

Discuss operations of the Alvin Convention and Visitors Bureau and Alvin Historical Museum.

A discussion was held on the operations of the Alvin Convention and Visitors Bureau and Alvin Historical Museum and the use of hotel/motel occupancy funds. Discussion was had on the pros and cons of moving the Convention and Visitors Bureau office from the Alvin Train Depot to the museum. Members of the museum were in

Council asked that this item be placed on a future agenda for discussion.

Update on the Kost Detention Pond Project.

Michelle Segovia, City Engineer, provided an update on the Kost Detention Pond Project. The project is approximately 90% complete rough grading should be finished by the end of the year. The scope of the current project was for the pond only and did not include fencing, trails or the planting of trees.

**ADJOURNMENT**

Mayor Horn adjourned the meeting at 6:43 p.m.

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Paul A. Horn, Mayor

ATTEST: \_\_\_\_\_  
Dixie Roberts, City Clerk

**MINUTES  
CITY OF ALVIN, TEXAS  
216 W. SEALY STREET  
REGULAR CITY COUNCIL MEETING  
THURSDAY NOVEMBER 17, 2016  
7:00 P.M.**

**CALL TO ORDER**

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in regular session at 7:00 P.M. in the Council Chambers at City Hall, with the following members present: Mayor Paul A. Horn, Mayor Pro-tem Gabe Adame; Council members: Chris Sanger, Glenn Starkey, Adam Arendell, Scott Reed and Keith Thompson.

Staff members present: Sereniah Breland, City Manager; Bobbi Kacz, City Attorney; Dixie Roberts, City Clerk; Dan Kelinske, Parks and Recreation Director; Brian Smith, Public Services Director and Robert Lee, Police Chief.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

Mary Sanders gave the invocation.

Council member Sanger led the Pledge of Allegiance to the American Flag.

Council member Reed led the Pledge to the Texas Flag.

**PUBLIC COMMENT**

No public comment.

**PRESENTATIONS**

Proclamation – Retirement of Police Captain Chad Fontenot.

Mayor Horn presented a proclamation to Police Captain Chad Fontenot in recognition of his 30 years of service to the City of Alvin.

Streets/Code Enforcement Departmental Update.

Kacey Roman, Code Supervisor, provided a status report on the Code Enforcement Department. Brian Smith, Public Service Director gave an update on the Street Department.

**CONSENT AGENDA**

Approve minutes of the November 3, 2016 City Council regular meeting.

Consider bid award for the replacement of eight (8) police vehicles including all equipment and graphics to Caldwell Country Ford in an amount not to exceed \$283,630.

*On October 18, 2016 bids were opened and Caldwell Country Ford was the lowest and only bidder with a bid totaling \$214,500. Bid packages were advertised and sent to local businesses in an effort to keep business local. Buy Board quotes were also received after the bidding process to compare pricing totaling \$218,785 plus an \$800 Buy Board fee. A cost savings of \$4,285 was identified through bidding vs. Buy Board quotes. The equipment from the police vehicles in use today will be transferred to the new vehicles. All equipment has a five (5) year warranty and is scheduled for replacement every six (6) years or on the third replacement. This replacement will qualify as the second replacement and all equipment on the next rotation of replacement will be replaced with new. The eight (8) vehicles being replaced are scheduled for replacement in the current vehicle replacement program and were approved during the FY17 budget process.*

Consider leasing thirteen (13) non-emergency vehicles from Enterprise Fleet Management for a period of five (5) years for an annual cost of \$79,637 and a onetime cost of \$20,242 for the outfitting of specialized equipment.

*On January 7, 2016 the City entered into an agreement using TIPS/TAPS with Enterprise Fleet Management program for the lease of five (5) non-emergency vehicles on a trial basis. Throughout this past year city staff has evaluated the program and customer service provided through this program. It has proven to be an exceptional program. The lease program has allowed the city's central shop to direct its main focus on emergency vehicles and heavy equipment instead of non-emergency vehicles with just five (5) vehicles removed from the maintenance schedule. The additional (13) thirteen vehicle lease will allow for even more focus on emergency service vehicles and will also provide an additional savings to the City. An annual lease cost for the additional thirteen (13) non-emergency vehicles is \$79,637.16 plus a one-time cost of \$20,242 for the outfitting of specialized equipment (utility bed, crane and flatbed) compared to the traditional one time purchase cost of \$569,686. Over a five (5) year replacement cost through the in-house lease program it would cost the City \$569,686 compared to the five (5) year lease at \$418,427.80 and comes with a cost savings to the City of \$151,258.20. This program also reduces the years of service for a vehicle from 10-15-year replacement cycle to five (5) years. The reduction in replacement will allow for lower cost maintenance to the City, better fuel efficiency (fuel savings not included in savings above) and an updated fleet. Through the Enterprise lease program all vehicles are purchased and maintained using local businesses. All thirteen (13) vehicles scheduled for replacement were scheduled to be replaced through the FY17 budget process.*

Council member Adame moved to approve the consent agenda as presented. Seconded by Council member Arendell; motion to approve carried on a vote of 7 Ayes.

### **OTHER BUSINESS:**

Consider adopting the Fiscal Year 2017 Implementation Action Plan of Strategic Projects for the Alvin 2035 Comprehensive Plan.

*The City Council approved Ordinance 14-CC, adopting the City of Alvin 2035 Comprehensive Plan on October 2, 2014. Since then, sixteen action plan items were consolidated into strategic projects and initiated by staff under the leadership of the city manager.*

#### ***Three strategic projects have been completed:***

- *Neighborhood Outreach Program – pursue multiple ways to maintain communication links to neighborhood leaders and representatives to have a better understanding of the City's efforts to maintain quality infrastructure and community development by being better informed of the City's activity.*
- *Alvin Thoroughfare Plan, Phase One - Included proposed new roadway locations, existing roadway expansions, roadway classifications/typical roadway sections, and identify roadways to be constructed by other entities to increase mobility and ease traffic congestion as the City continues to grow.*
- *Utility Master Plan - Include proposed new water capacity, pumping stations, elevated storage site, I&I, water and sewer availability and the Capital Improvement Plan (CIP) for future water and wastewater needs.*

#### ***Three strategic projects continue to be worked:***

- *Update of the Dangerous Building Ordinance - Streamline the process for addressing unsafe or dilapidated structures in accordance with the new laws regarding dangerous buildings.*
- *Tree Ordinance – Create design criteria to include drought-resistance species & provide for mature tree preservation.*
- *Parks Standard Manual - Develop a manual that outlines equipment, branding and design requirements throughout the park system to enhance neighborhood viability.*

#### ***For fiscal year 2017, staff added four additional strategic projects:***

- *Parks Annual Operations and Maintenance Plan – Include physical assessment, maintenance schedule, and a funding and resource assessment.*
- *Alvin Thoroughfare Plan Phase Two – Will outline the sequence of roadway/mobility improvements.*
- *Downtown Improvements – Implementation of several elements of the Task Force recommendations.*
- *Walkability – Improve neighborhoods with a sequencing plan of sidewalk improvements.*

*These strategic projects are reported quarterly by the city manager to the Planning Commission and City Council. On October 18<sup>th</sup>, the City Manager presented to the Planning Commission. They voted to recommend to council the Fiscal Year 2017 Alvin 2035 Comprehensive Plan Implementation Action Plan Strategic Projects.*

Council member Reed moved to adopt the Fiscal Year 2017 Implementation Action Plan of Strategic Projects for the Alvin 2035 Comprehensive Plan. Seconded by Council Member Thompson; motion carried on a vote of 7 Ayes.

Discuss and direct staff concerning smoking near entrances and exits of public facilities.

*Council member Arendell asked for this item to be placed on the agenda for Council discussion because of a complaint received regarding people smoking near the entrance/exit of city owned facilities.*

*Section 12-16 of the Code of Ordinances prohibits smoking in city facilities. However, it does not address the areas near the ingress/egress of public facilities.*

*Alvin Community College has joined a national movement to address smoking and tobacco use at community college campuses throughout the United States. At the June Board of Regents meeting, ACC adopted a 100-percent smoke-free and tobacco-free policy which will be implemented throughout the coming academic year.*

*Alvin Independent School District prohibits smoking and the use of tobacco products and e-cigarettes on District property, in District vehicles, or at school related activities.*

*UTMB Health prohibits smoking and the use of tobacco products at their facilities.*

*Examples of ordinances adopted by other municipalities that further prohibit the use of tobacco products on public property have been included in your packet for review.*

*Staff is considering a policy that addresses employees use of tobacco in and near entrances of facilities and intends to bring that to Council in upcoming months. Currently, the City has a policy regarding use of tobacco in city vehicles by employees but not the same restrictions for public property and facilities. Staff recommends that if Council desires to limit smoking in front of entrances for the public that we do that separate of employee requirements as the process for violation would be different.*

*Staff seeks Council direction regarding the implementation of further tobacco use restrictions by the public near or on public facility property.*

Discussion was had. Council asked staff to place “no smoking” signs near entrances of city buildings that are most frequented by patrons.

## **REPORTS FROM CITY MANAGER**

Review preliminary list of items for next Council meeting.

Ms. Breland reviewed the preliminary list for the December 1, 2016 City Council meeting.

Items of Community Interest.

Mrs. Roberts reviewed items of community interest.

## **REPORTS FROM COUNCIL MEMBERS**

Announcements and requests from Council members.

Council member Thompson wished everyone a Happy Thanksgiving and thanked Captain Fontenot for his service to the City.

Council member Reed thanked the Code and Streets Department for their presentations.

Council member Arendell congratulated Bobbi Kacz on her 13-year anniversary with the City.

Council member Sanger wished everyone a Happy Thanksgiving.

Council member Adame wished everyone a Happy Thanksgiving. He thanked the department heads for the job they do and congratulated Bobbi Kacz on her anniversary with the City.

Council member Starkey wished Council member Richards a happy 50<sup>th</sup> wedding anniversary. He thanked Brian Smith for the mowing near the Bypass and for the power washing work done on the overpass. He also asked for a policy that would limit the amount of times that an item could be brought back before council for consideration.

**ADJOURNMENT**

Council member Starkey moved to adjourn the meeting at 7:56 p.m. Seconded by Council member Adame; motion carried on a vote of 7 Ayes.

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Paul A. Horn, Mayor

ATTEST: \_\_\_\_\_  
Dixie Roberts, City Clerk



# AGENDA COMMENTARY

**Meeting Date:** 12/1/2016

**Department:** Police

**Contact:** Chief Robert E Lee

**Agenda Item:** Consider the purchase of Axon Body Camera System for use by the Police Department in an amount not to exceed \$47,000.

**Type of Item:** Ordinance Resolution Contract/Agreement  Public Hearing  Discussion & Direction

**Summary:** In 2013 Alvin PD was the first agency in the region to equip and require use of body cameras for all patrol officers. The camera's purchased at the time, VIEVU, had just been acquired by L3 Corporation which also manufactured the in-car camera systems used by APD which allowed for quick integration. In the last 18-24 months' issues with the VIEVU system have increased in part due to L3 subsequently reselling the VIEVU system, and the lack of system advancement/development. Issues such as time-synching, video loss due to activation speed, video quality, service, storage, redaction capability, download time and other issues have increasingly presented a problem. L3 began developing their own bodycam (L3BC) after selling VIEVU, however the L3BC (which we purchased a limited number of) mirrors the VIEVU issues that have arisen, plus has a shorter battery life. To continue with the VIEVU system, under the new company, will require purchase of new camera's and a new storage system (including their proprietary software system). This would exceed \$50,000 for initial cost for camera's alone. To continue with the L3BCs would require purchasing new cameras to replace the no longer supported VIEVUs along with an additional 10-15 for spares due to battery life. This would result in a cost of approximately \$33,000 but the issues would remain. We have spent over \$37,000 in the last two fiscal years maintaining the L3 systems and foresee a continuation of expense if this system is not replaced.

New systems were researched and the Taser Axon system was selected and units were tested for 30-days. The test results indicated a solution for the majority of issues having been encountered with the current system while offering better video quality and software/hardware support. An initial cost of \$45,684.00 will cover 53 new cameras, software, storage and hardware/software support. This change would eliminate most, if not all, of the current issues with the additional advantage of an automatic software/hardware upgrade every 2.5 years that we remain with the system. Attached is the comparison between the systems which detail the issues with the current system and the solutions offered by the Axon system.

Beginning the second year after purchase the Axon system has a yearly maintenance/upgrade/repair fee of \$29,664 (equates to just under \$2,500 per month) which is based on the number of cameras and projected storage needs. Our current system has a yearly licensing cost of just under \$5,000 which does not include storage, replacement, repair, upgrade or the cost of the third party systems we use for copying, dissemination and redaction. We spent in excess of \$14,000 in fiscal year 2015 on VIEVU/L3BC hardware repair/replacement alone. These monies will be dedicated to the Axon System yearly fees.

Our in-car L3 systems have developed many of the same issues as the VIEVU and L3BC systems. If the purchase of the Axon body camera system is approved, we plan on migrating completely away from the L3 system over the next 24-36 months by replacing the current in-car cameras as they fail with the Axon in-car version.

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**Funding Expected:** Revenue \_\_\_ Expenditure x N/A \_\_\_ **Budgeted Item:** Yes \_\_\_ No x N/A \_\_\_

**Funding Account:** \_\_\_\_\_ **Amount:** \$46,684.00 **1295 Form Required?** Yes \_\_\_ No \_\_\_

**Legal Review Required:** N/A \_\_\_ Required \_\_\_ **Date Completed:** November 21, 2016

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**Supporting documents attached:**

- Taser Axon vs L3 memo
  - Sole Source
  - Taser Axon Quote
  - Taser Agreement
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**Recommendation:** Move to authorize the purchase of Axon Body Camera System for use by the Police Department in an amount not to exceed \$47,000.

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Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

## **Taser Axon camera system vs. the current L-3 camera system**

I have attempted to lay out the differences between the Taser Axon system and our current L-3 system in regards to the City's current needs and preferences.

### **Time Sync issues (or why Legal has to spend so much time searching for videos)**

L-3: Currently the L-3 system has multiple points of failure in time syncs. The in-car cameras should, theoretically, sync whenever they get within range of the outdoor access points at the PD. However, they apparently only sync when they have video to download. Power fluctuations in the cars and other issues cause the in-car cameras to have sync issues. The older VieVu cameras, similarly, only sync after they have successfully downloaded video. Again, they get off (sometimes more than 24 hours) due to power fluctuations and time between downloads. The newer BodyVision cameras (L3BC) appear to be more accurate but are still different than the times on our OSSI and City IT servers. There is currently no way to check the times on the L3BC until the download occurs. At this point, it is too late to make any changes and the timestamp is permanently set in the system.

Axon: All cameras are in constant Bluetooth contact with each other (and in the future with the Axon in-car cameras) so they are constantly syncing the times.

### **Video loss through tardy activation**

L-3: The VieVu cameras actually take a few seconds to turn "on" when activated, potentially missing important video of interactions. The L3BC are supposed to always be "on" however in practice, the cameras are inconsistent with their activation times. There is also no way to automatically activate the cameras in instances where officers forget to turn them on.

Axon: All body cameras can be set to pre-record up to 2 minutes (2 minutes before the officer activates the camera). The body cameras can be set up to "trigger" just like our current in-car systems do, for instance: when lights and/or sirens are activated, when the vehicle door opens, in the event of a collision, etc. Additionally, the new Taser ECW devices will have Bluetooth connections to the cameras and can be set to automatically turn on all Axon cameras within 30 feet when the Taser safety switch is deactivated (turned on, ready to shoot). There are various current and upcoming systems that will allow other automated activation of the cameras. Similarly, in the future the in-car systems will have the same automated features.

### **Video quality**

L-3: Video quality is evident by viewing the system video. During sunlight hours the cameras have decent video quality and angle of view. During nighttime or in the dark, the cameras (both VieVu and L3BC) are of very little use other than the audio recording. Also, in the event that lights are present during nighttime hours, any light source seems to blind the cameras and wash out any video that is available.

Axon: Excellent video quality including nighttime video. The cameras are programmed to approximate the human eye. They “see” in a light range very similar to the average human in darkness situations. Any blinding due to light sources is quickly alleviated (again approximating the response of an average human eye).

### **Equipment breakdown and repair**

L-3: All of the L-3 equipment has a warranty that expires at a pre-determined date. Once the warranty expires, there is no set process to upgrade the devices or get new devices at reduced cost. In the past, there have been upgrade processes but these were not advertised or otherwise noted. This results in old, out-of-warranty hardware that we have no option except to continuously repair (at our cost) or replace with new hardware at full price.

L-3 VieVu: L-3 has decided to sever its relationship with the VieVu company. The result is that we have obsolete body cameras with no upgrade path. VieVu is replacing the damaged cameras (for around \$200.00 per) but as soon as their back stock of these runs out, we will have to replace the entire fleet of VieVu cameras with some other cameras at full cost.

Axon: All equipment is covered by the yearly maintenance. The devices are never “out of warranty”. The listed cost includes a complete hardware refresh at 2.5 years and again at 5 years (cameras, docking stations, etc). Therefore, even if newer cameras come out during our contract with Taser and we decide not to immediately upgrade, they will automatically be upgraded at 2.5 and 5 years.

### **Video Storage**

L-3: all video is stored on a physical server at the police department. This data is not “backed up” and if the server were to crash, there is no guarantee that the data could be recovered. All back-up is done via DVDs that are burned in-house at additional expense. This DVD backup system does not maintain all of the video data or the meta-data such as audits and chain-of-custody records.

Axon: by default, all data is stored to the Cloud. There are procedures that will allow storage to local storage in the instance where Internet connectivity is unavailable (such as during a hurricane). This system gives complete backup and recoverability. Additionally, Taser is fully committed to back up any legal challenge to Cloud-based storage and chain-of-custody arguments.

### **Redaction**

L-3: Currently we do not have redaction capabilities. Any redaction would have to be through a third party program at the expense of purchasing, learning and maintaining the program.

Axon: redaction is part of their Cloud-based storage. It offers multiple levels of redaction (full screen, object tracking, audio, etc.) and is very easy to use. Additionally, all redactions are stored with full audit tracking.

## **Dissemination**

L-3: uses a proprietary system to burn video to DVD. Any other dissemination involved multiple steps and third party software. There is an ongoing expense of purchasing DVDs and maintenance on the standalone computer and robotic DVD burner.

Axon: offers a variety of ways to disseminate the video. While it is possible to make DVD/CD copies of video, it is also possible to send web links of videos, cases, redacted cases, etc. End recipients can be set to view only or download the videos. These links can be further controlled with time/date expirations, number of view expirations or by manually rescinding them. These web links are also included in the audit trail of the involved videos or cases.

## **Body Camera download time**

L-3: While there have been numerous glitches with the newer L3BC, the video download is automated. Unfortunately, there is no way to view the on-board videos or to tell if video is on a camera. The VieVu cameras are a huge time sink with proprietary cabling that constantly breaks. Also there have been numerous problems with upgrades or computer changes (most prominently the constant Java upgrades and changes) making the VieVu video unavailable until the problem is manually corrected on each computer.

Axon: During the trial there have been no glitches with downloading and it is automatic. The officer simply sets the camera in its cradle and the camera downloads by itself. Also, Taser is in the final stages of rolling out a “trickle download” that would place the camera video on the mobile data computers in the cars via Blue Tooth and it would then be uploaded (along with the in-car video in the future) once within range of the PD’s access points. Also, since their entire viewing system is web-based, there is no update or change that will cause the kinds of problems we face with L-3 like the constant Java programming issues. Axon offers an app that can be downloaded to any i-device or Android that allows officers to view the video on their cameras (via Bluetooth). They can also start the case building process and tagging of important video, before it even hits the server, with this app.

## **Glitches and overall company view**

L-3: appears to be in the “growing pains” phase for a lot of its products. It is a subsidiary of a large government military contract company and, as such, has a high level of bureaucracy to deal with. After multiple conversations and emails over the past several years, some parts of the company still have City Hall or Public Works as the default shipping/billing location. L-3 also has problems updating contact information and occasionally ships things to old contacts who no longer work for the City. We have also dealt with many software glitches that can take months

(if not years) to get corrected. For instance, there is a current glitch that has been on-going for most of this year that does not allow the administrator to page through the assigned users to either edit or delete.

Axon: while the Axon side of Taser is a relatively new, and therefore unknown, organization, we have had a good working relationship with Taser for many years. The software, again, is web based and automatically upgraded. Several suggestions and issues we had during our trial of the software have already been forwarded to their software development team for consideration. In general, after being involved for a number of years in the Information Technology world, I feel that Axon is a year or two ahead, thought-process-wise, of L-3 as a company.

Evidence.com (Axon's web program) also allows complete granular separation of roles within the department. One complaint about the L-3 system is that video cannot be hidden from supervisors. L-3 has one hierarchy and if you are at a level high enough to supervise, you can then see any video. Axon allows separation by any number of designations. For instance, Internal Affairs videos can be completely hidden, including their existence, from anyone without rights to view such video.

## **Cost**

Clearly staying with L-3 is a cheaper option. However, based on the information listed above, I feel that the City is better served by a large scale switch to the Taser Axon system.

L-3: Fiscal year (Oct 2014 to Sept 2015) saw a modest expense of \$6,562.85

Fiscal year (Oct 2015 to Sept 2016) saw a much larger expense of \$14,187.70 plus the expense of a new server and several purchases of new cameras in the amount of \$23,520.55 for a total of: \$37,708.25.

This system will also need a complete replacement of the VieVu camera fleet within the next year or two in addition to regular maintenance and repair of hardware components as they go out of warranty.

Axon: A change away from L-3 body cameras would cost \$45,684.00. This would completely replace the camera fleet and provide a much more robust and customizable storage and retrieval system.

If the City does go with the Axon system, the in-car cameras would then be replaced over the next several years as the current L-3 systems fail.

This change would answer many, if not all, of the problems the City currently experiences with the L-3 camera system.



17800 N. 85th St., Scottsdale, Arizona 85255 \* 480-991-0797 \* Fax 480-991-0791 \* www.taser.com

January 26, 2016

**To: United States federal, state, local and municipal law enforcement agencies**

**Re: Sole Source Letter for TASER International, Inc.'s Axon brand products and Evidence.com Data Management Solutions<sup>1</sup>**

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from TASER International.

### **TASER Digital Evidence Solution Description**

#### **Axon Body 2 Video Camera**

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to two-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

#### **Axon Fleet Camera**

- In-car camera with the technological advantages of the Axon Body 2 camera
- Flexible mount that enables pointing the camera in multiple directions
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit

#### **Axon Signal Unit (ASU)**

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

#### **Axon Signal Performance Power Magazine (SPPM)**

- Battery pack for the X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

#### **Axon Interview Solution**

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface

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<sup>1</sup> TASER is also the sole developer and offeror of the Evidence.com data management services. Evidence.com is both a division of TASER and a data management product solution offered by TASER. Evidence.com is not a separate corporate entity.



- Motion-based activation
- Up to seven-minute pre- and post-event buffering period
- Upload to Evidence.com services

#### **Axon Flex Camera (DVR)**

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones to alert user of usage
- High, medium, and low quality recording available (customizable by the agency)
- 30-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available

#### **Axon Flex Controller**

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Tactical beveled button design for use in pocket
- Available with Axon Signal technology

#### **Axon Body Video Camera**

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones to alert user of usage
- High, medium, and low quality recording available (customizable by the agency)
- 30-second buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Tactical beveled button design for use in pocket
- 130-degree lens

#### **Evidence.com Dock**

- Automated docking station uploads to Evidence.com services through Internet connection
- No computer necessary for secure upload to Evidence.com
- Charges and uploads simultaneously

#### **Evidence.com Data Management System**

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Evidence.com via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit

- AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Evidence.com is protected from local malware that may penetrate agency infrastructure
- Stability: TASER International is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Evidence.com and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search seven fields in addition to five category-based fields, create cases for multiple evidence files

#### **Evidence.com for Prosecutors**

- All the benefits of the standard Evidence.com services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Evidence.com services
- Unlimited storage for data collected by Axon cameras and Axon Capture

#### **Axon Capture Application**

- Free app for IOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Evidence.com account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

#### **Axon Convert Application (Formerly Amped DVRConv)**

- Video file format converter.
- Allows users to convert unplayable video file formats (e.g., proprietary CCTV) into playable file formats that can later be exported to Evidence.com
- Maintains original video file, produces an output file, and generates a report documenting the conversion process.

#### **Axon Detect (Formerly Amped Authenticate)**

- Photo analysis software for forensic image authentication and tamper identification
- Several tools are available to determine whether an image can be trusted and thus accepted as evidence and verify if a photo has been taken from a specific device

#### **Axon Five (Formerly Amped FIVE)**

- Image and video enhancement software.
- Users can analyze crime scene photos, enhance surveillance and bodyworn video with a workflow compatible with forensic needs and constraints
- Meets evidence code in all 50 states as well as US Federal and Canada

#### **Axon View Application**

- Free app for IOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body or Axon Flex camera in real-time
- Allows for playback of videos stored on a paired Axon Body or Axon Flex system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

### **TASER Professional Services**

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

### **TASER Customer Support**

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



### **TASER Axon Brand Model Numbers**

1. Axon Body 2 Camera Model: 74001
2. Axon Fleet Camera Model: 74001
3. Axon Signal Unit Model: 70112
4. Axon Body Camera Model: 73002 (Includes 73078, 73077, 73004)
5. Axon Body Camera Mounts:
  - Standard Alligator Clip Holster Model: 73075
  - Mini Alligator Clip Holster Model: 73076
  - Belt Clips Model: 73077
  - Bolted Z-Bracket Holster Model: 73078
  - VELCRO Z-Bracket Holster Model: 73079
  - Pocket Mount Holster Model: 73089
6. Axon Body camera full solution kit Model: 73066 (includes several Axon mounts and an iPod touch mobile digital device)
7. Axon Flex Kit Model: 73030 (Includes 73000, 73001, 73005, and 73004)
8. Axon Flex Controllers
  - Axon Flex Controller Model: 73001
  - Axon Flex Controller with Axon Signal Technology Model: 70115
9. Axon Flex USB Sync Cable/Wall Charger Model: 73004
10. Axon Flex Controller Holsters:
  - Standard Uniform Clip Model: 7300
  - Mini Alligator Clip Model: 73035
  - Belt Clips Model: 73036
11. Axon Flex Camera Mounts:
  - Clip for Oakley Flak Jacket Glasses Model: 73008
  - Collar/Cap/Versatile Mount Model: 73009
  - Epaulette Mount Model: 73011

- Helmet Mount Model: 73013
- Low-rider Headband Medium Model: 73010
- Low-rider Headband Large Model: 73058
- Ballistics Vest Mount Model: 73059
- Ratchet Collar Mount Model: 73088
- Shoei Ratchet Helmet Mount Model: 73090
- HJC Ratchet Helmet Mount Model: 73091

12. Axon Flex cables:

- Straight To Right Angle 18" (45.7 cm) Model: 73022
- Straight To Right Angle 36" (91.4 cm) Model: 73005
- Straight To Right Angle 48" (122 cm) Model: 73023
- Straight Angle to Right Angle 36" (91.4 cm) Coiled Model: 73067
- Straight Angle to Right Angle 48" (122 cm) Coiled Model: 73060

13. Evidence.com Dock Models:

- Axon Dock – Individual Bay and Core for Axon Flex and Axon Body Model: 70023
- Axon Dock – 6-Bay and Core for Axon Flex and Axon Body Model: 70026
- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Individual Bay for Axon Flex and Axon Body Model: 70028
- Wall Mount Bracket Assembly for Axon Flex and Axon Body Model: 70033
- Axon Dock 2 – Individual Bay and Core for Axon Body 2 Model 74009
- Axon Dock 2 – 6-Bay and Core for Axon Body 2 Model 74008
- Individual Bay for Axon Body 2 Model: 74011

14. Axon Signal Performance Power Magazine (SPPM) Model: 70116

**TASER Product Packages**

1. Officer Safety Plan: includes a CEW, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
2. TASER Assurance Plan (TAP): Hardware extended coverage, Spare Products (for Axon cameras), and Upgrade Models, for the Axon Flex camera and controller, Axon Body camera, and Evidence.com Dock. (The TAP is available only through TASER International, Inc.)

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND PRODUCTS
<p><b>TASER International, Inc.</b>  <b>17800 N. 85<sup>th</sup> Street, Scottsdale, AZ 85255</b>  <b>Phone: 480-905-2000 or 800-978-2737</b>  <b>Fax: 480-991-0791</b></p>	<p><b>TASER International, Inc.</b>  <b>17800 N. 85<sup>th</sup> Street, Scottsdale, AZ 85255</b>  <b>Phone: 480-905-2000 or 800-978-2737</b>  <b>Fax: 480-991-0791</b></p>

Please contact your local TASER sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



Josh Isner  
 Executive Vice President, North American Sales  
 TASER International, Inc.

Android is a trademark of Google, Inc., Bluetooth is a trademark of the Bluetooth SIG, Flak Jacket is a trademark of Oakley, Inc, iPod Touch is

a trademark of Apple Inc, IOS is a trademark of Cisco, Shoei is a trademark of Shoei Co., Ltd., VELCRO is a trademark of Velcro Industries, B.V., and Wi-Fi is a trademark of the Wi-Fi Alliance.

▲, ▲ AXON, Axon, Axon Body, Axon Body 2, Axon Capture, Axon Fleet, Axon Flex, Axon Interview, Axon Signal, Axon View, Evidence.com, X2, X26P, TASER, and  are trademarks of TASER International, Inc., some of which are registered in the US and other countries. For more information, visit [www.taser.com/legal](http://www.taser.com/legal). All rights reserved. © 2016 TASER International, Inc.

# TASER International

Protect Life. Protect Truth.

17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737  
Fax:



## Jacob Schauer

(281) 585-7133  
(281) 388-4381  
jschauer@apd.cityofalvin.com

## Quotation

**Quote:** Q-86906-4  
**Date:** 11/9/2016 9:11 AM  
**Quote Expiration:** 12/15/2016  
**Contract Start Date\*:** 1/15/2017  
**Contract Term:** 5 years

**AX Account Number:**  
112576

### Bill To:

Alvin Police Dept - TX  
1500 S. GORDON  
Alvin, TX 77511  
US

### Ship To:

Jacob Schauer  
Alvin Police Dept - TX  
1500 S. GORDON  
Alvin, TX 77511  
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Paul Strozier		pstrozier@taser.com	Fedex - Ground	Net 30

\*Note this will vary based on the shipment date of the product.

This quote reflects a discount for the upgrade program, based upon the number of units that you have indicated will be destroyed. The Certificate of Destruction, provided by TASER, must be completed and submitted with your signed quote/purchase order to obtain the upgrade credit. The credit is reflected as a reduction to the first year payment or your upfront payment for the TASER Assurance Plan, due with your hardware purchase. Please see <http://www.taser.com/upgrade> for current program details.

Year 1- Hardware and Evidence.com- Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
53	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 21,147.00	USD 21,147.00	USD 0.00
53	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
53	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
53	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
53	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 10,812.00	USD 0.00	USD 10,812.00
8	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 11,960.00	USD 0.00	USD 11,960.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
9	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 315.00	USD 0.00	USD 315.00
8	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,728.00	USD 0.00	USD 1,728.00
53	87101	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 180.00	USD 9,540.00	USD 0.00	USD 9,540.00
530	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	89101	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 1,404.00	USD 0.00	USD 1,404.00
90	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	88101	STANDARD EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 300.00	USD 600.00	USD 600.00	USD 0.00
40	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
8,000	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 6,000.00	USD 0.00	USD 6,000.00
1	85144	AXON STARTER	USD 2,500.00	USD 2,500.00	USD 0.00	USD 2,500.00
16	70112	AXON SIGNAL UNIT	USD 279.00	USD 4,464.00	USD 4,464.00	USD 0.00
13	70116	PPM, SIGNAL	USD 89.99	USD 1,169.87	USD 1,169.87	USD 0.00
5	74009	AXON DOCK, SINGLE BAY + CORE, AXON BODY 2	USD 249.00	USD 1,245.00	USD 0.00	USD 1,245.00
5	85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	USD 36.00	USD 180.00	USD 0.00	USD 180.00
<b>Year 1- Hardware and Evidence.com- Due Net 30 Total Before Discounts:</b>						USD 73,064.87
<b>Year 1- Hardware and Evidence.com- Due Net 30 Discount:</b>						USD 27,380.87
<b>Year 1- Hardware and Evidence.com- Due Net 30 Net Amount Due:</b>						USD 45,684.00

Spares

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
2	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
<b>Spares Total Before Discounts:</b>						USD 0.00
<b>Spares Net Amount Due:</b>						USD 0.00

Year 2- Evidence.com

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
3	89201	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 468.00	USD 1,404.00	USD 0.00	USD 1,404.00
90	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	88201	STANDARD EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 300.00	USD 600.00	USD 600.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
53	87201	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 180.00	USD 9,540.00	USD 0.00	USD 9,540.00
530	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
8	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,728.00	USD 0.00	USD 1,728.00
5	85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	USD 36.00	USD 180.00	USD 0.00	USD 180.00
53	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 10,812.00	USD 0.00	USD 10,812.00
8,000	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 6,000.00	USD 0.00	USD 6,000.00

<b>Year 2- Evidence.com Total Before Discounts:</b>	USD 30,264.00
<b>Year 2- Evidence.com Discount:</b>	USD 600.00
<b>Year 2- Evidence.com Net Amount Due:</b>	USD 29,664.00

Year 3 - Evidence.com

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
3	89301	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 468.00	USD 1,404.00	USD 0.00	USD 1,404.00
90	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	88301	STANDARD EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 300.00	USD 600.00	USD 600.00	USD 0.00
40	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
53	87301	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 180.00	USD 9,540.00	USD 0.00	USD 9,540.00
530	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
8	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,728.00	USD 0.00	USD 1,728.00
5	85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	USD 36.00	USD 180.00	USD 0.00	USD 180.00
53	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 10,812.00	USD 0.00	USD 10,812.00
8,000	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 6,000.00	USD 0.00	USD 6,000.00

<b>Year 3 - Evidence.com Total Before Discounts:</b>	USD 30,264.00
<b>Year 3 - Evidence.com Discount:</b>	USD 600.00
<b>Year 3 - Evidence.com Net Amount Due:</b>	USD 29,664.00

Year 4 - Evidence.com

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
3	89401	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 1,404.00	USD 0.00	USD 1,404.00
90	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	88401	STANDARD EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 300.00	USD 600.00	USD 600.00	USD 0.00
40	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
53	87401	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 180.00	USD 9,540.00	USD 0.00	USD 9,540.00
530	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
8	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,728.00	USD 0.00	USD 1,728.00
5	85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	USD 36.00	USD 180.00	USD 0.00	USD 180.00
53	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 10,812.00	USD 0.00	USD 10,812.00
8,000	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 6,000.00	USD 0.00	USD 6,000.00

<b>Year 4 - Evidence.com Total Before Discounts:</b>	USD 30,264.00
<b>Year 4 - Evidence.com Discount:</b>	USD 600.00
<b>Year 4 - Evidence.com Net Amount Due:</b>	USD 29,664.00

Year 5 - Evidence.com

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
3	89501	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 468.00	USD 1,404.00	USD 0.00	USD 1,404.00
90	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	88501	STANDARD EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 300.00	USD 600.00	USD 600.00	USD 0.00
40	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
53	87501	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 180.00	USD 9,540.00	USD 0.00	USD 9,540.00
530	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
8	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,728.00	USD 0.00	USD 1,728.00
5	85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	USD 36.00	USD 180.00	USD 0.00	USD 180.00
53	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 10,812.00	USD 0.00	USD 10,812.00
8,000	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 6,000.00	USD 0.00	USD 6,000.00

<b>Year 5 - Evidence.com Total Before Discounts:</b>	USD 30,264.00
<b>Year 5 - Evidence.com Discount:</b>	USD 600.00
<b>Year 5 - Evidence.com Net Amount Due:</b>	USD 29,664.00

<b>Subtotal</b>	USD 164,340.00
<b>Estimated Shipping &amp; Handling Cost</b>	USD 175.76
<b>Grand Total</b>	USD 164,515.76

**Complimentary Evidence.com Tier Upgrade Through September 2016**

This quote contains a purchase of either the Basic or Standard Evidence.com license. You will temporarily receive the features available with the Professional license for the Basic and Standard licenses purchased until September 2016. This is a free upgrade to your account so you can enjoy all the benefits of our most feature rich license tier. In September 2016 you will be prompted to select which users you would like to assign to each tier. This will have no impact on uploaded data.

**Axon Pre-order**

Thank you for your interest in Axon! This pre-order is a commitment to purchase Axon Body 2 and/or Axon Fleet. Axon Body 2 is available for delivery between 8-10 weeks after purchase date. Axon Fleet is available for delivery sometime in 2017. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

**Signal Performance Power Magazine (SPPM) Pre-order**

Thank you for your interest in the Signal Performance Power Magazine (SPPM). This pre-order is a commitment to purchase the SPPM. The SPPM is available for delivery starting in November 2016. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

- Axon body camera hardware discounted 100% contingent on trade in or destruction of existing body cameras
- Additional discounts valid through 12/15/2016:
- 16 Axon signal units for vehicle-based auto activation - 100% discount
- 2 x Standard evidence.com licenses - 100% discount

**TASER International, Inc.’s Sales Terms and Conditions  
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER’s Master Services and Purchasing Agreement posted at [www.taser.com/legal](http://www.taser.com/legal). You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name (Print):** \_\_\_\_\_ **Title:** \_\_\_\_\_

**PO# (if needed):** \_\_\_\_\_

Quote: Q-86906-4

Please sign and email to Paul Strozier at pstrozier@taser.com or fax to

THANK YOU FOR YOUR BUSINESS!

‘Protect Life’ and © are trademarks of TASER International, Inc., and TASER® is a registered trademark of TASER International, Inc., registered in the U.S.  
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**MASTER SERVICES AND PURCHASING AGREEMENT**

**between**

**TASER INTERNATIONAL, INC.**

**and**

**Alvin Police Dept - TX**

CITY Agreement Number:

## MASTER SERVICES AND PURCHASING AGREEMENT

This Master Agreement (the **Agreement**) by and between TASER International, Inc., (**TASER or Party**) a Delaware corporation having its principal place of business at 17800 N 85<sup>th</sup> Street, Scottsdale, Arizona, 85255, and Alvin Police Dept - TX , (**Agency, Party** or collectively **Parties**) having its principal place of business at 1500 S. GORDON, Alvin, TX, 77511, is entered into as of December, 31, 2016 (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of TASER products and services as detailed in Quote # Q-86906 (the **Quote**), which is hereby incorporated by reference. It is the intent of the Parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of TASER Products and all subsequent quotes accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement the Parties agree as follows:

**1 Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. TASER services will not be authorized until a signed Quote or Purchase Order is received, whichever is first.

**1.1 Evidence.com Subscription Term:** The Initial Term of the Subscription services will begin after shipment of the Product. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. Subscription Services will automatically renew for additional successive Terms of one (1) year after completion of the initial Term at the list price then in effect, unless the Agency gives TASER written notice of termination within sixty (60) days prior to the end of a one (1) year period.

**1.2 Professional Services Term:** Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.

**2 Definitions.**

**"Business Day"** means Monday through Friday, excluding holidays.

**"Confidential Information"** means all nonpublic information disclosed by TASER, TASER affiliates, business partners of TASER or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

**"Documentation"** means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

**"Evidence.com Service"** means TASER web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, EVIDENCE Mobile App, Axon® Mobile App, other software, maintenance, storage, and product or service provided by us under this Agreement for use with Evidence.com. This does not include any Third Party Applications, hardware warranties, or the my.evidence.com services.

**"Installation Site"** means the location(s) where the Products are to be installed.

“**Policies**” means the Trademark Use Guidelines, all restrictions described on the TASER website, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

“**Products**” means all TASER equipment, software, cloud based services, Documentation and software maintenance releases and updates provided by TASER under this Agreement.

“**Quote**” is an offer to sell, is valid only for products and services listed on the quote at prices on the quote. All Quotes referenced in this Agreement or issued and accepted after the Effective Date of this Agreement will be subject to the terms of this Agreement. Any terms and conditions contained within the Agency’s purchase order in response to the Quote will be null and void and shall have no force or effect. TASER is not responsible for pricing, typographical, or other errors in any offer by TASER and TASER reserves the right to cancel any orders resulting from such errors. TASER reserves the right to adjust prices or Products unless otherwise specified in the Quote.

“**Resolution Time**” means the elapsed time between TASER’s acknowledgment of an issue until the problem in the Services has been resolved, which does not include time delays caused by the Agency or by third parties outside of TASER’s reasonable control.

“**Services**” means all services provided by TASER pursuant to this Agreement.

“**Agency Content**” means software, data, text, audio, video, images or other Agency content or any of the Agency’s end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under the Agency account or otherwise transfer, process, use or store in connection with the Agency account.

- 3 **Payment Terms.** Invoices are due to be paid within 30 days of the date of invoice. All orders are subject to prior credit approval. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys’ fees.
- 4 **Taxes.** Unless TASER is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
- 5 **Shipping; Title; Risk of Loss; Rejection.** TASER reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by TASER. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency’s responsibility. Shipping dates are estimates only. The Agency may reject nonconforming Product by providing TASER written notice of rejection within 10 days of shipment. Failure to notify TASER within the 10 day rejection period will be deemed as acceptance of Product.
- 6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
- 7 **Warranties.**
  - 7.1 **Hardware Limited Warranty.** TASER warrants that its law enforcement hardware products are free

from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. TASER-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. If TASER determines that a valid warranty claim is received within the warranty period, TASER agrees to repair or replace the Product. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

## 7.2 Warranty Limitations.

**7.2.1** The warranties do not apply and TASER will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.

**7.2.2 To the extent permitted by law, the warranties and the remedies set forth above are exclusive and TASER disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.**

**7.2.3 TASER's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.**

**7.3 Warranty Returns.** If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the Product which TASER determines in its sole discretion to be defective under normal use, as defined in the Product instructions. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

**7.3.1** For warranty return and repair procedures, including troubleshooting guides, please go to TASER's websites [www.taser.com/support](http://www.taser.com/support) or [www.evidence.com](http://www.evidence.com), as indicated in the appropriate product user manual or quick start guide.

**7.3.2** Before delivering product for warranty service, it is the Agency's responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product data and keep a separate backup copy of the contents. TASER is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services.

**7.3.3** A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER's property.

- 8** **Product Warnings.** See our website at [www.TASER.com](http://www.TASER.com) for the most current product warnings.
- 9** **Design Changes.** TASER reserves the right to make changes in the design of any of TASER's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.
- 10** **Insurance.** TASER will maintain at TASER's own expense and in effect during the Term, Commercial General Liability Insurance, Workers' Compensation Insurance and Commercial Automobile Insurance and will furnish certificates of insurance or self-insurance upon request.
- 11** **Indemnification.** TASER will indemnify and defend the Agency Indemnitees (the Agency's officers, directors, and employees) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of TASER under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.
- 12** **IP Rights.** TASER owns and reserves all right, title, and interest in the TASER Products and related software, as well as any suggestions made to TASER.
- 13** **IP Indemnification.** TASER will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of TASER Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide TASER with prompt written notice of such a claim, tender to us the defense or settlement of such a claim at our expense, and cooperate fully with us in the defense or settlement of such a claim.

TASER has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by the Agency or any third party not approved by TASER; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by TASER; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by TASER as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

- 14** **Agency Responsibilities.** The Agency is responsible for (i) use of TASER Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the

use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of TASER products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Services, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Services.

## 15 **Termination.**

**15.1 By Either Party.** Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement under this Section and TASER fails to cure the material breach or default, TASER will issue a refund of any prepaid amounts on a prorated basis.

**15.2 By Agency.** The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the then current fiscal year.

**15.3 Effect of Termination.** Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.

**15.4 After Termination.** TASER will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. TASER has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited, delete all of Agency Content stored in the Evidence.com Services. Upon request, TASER will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.

**15.5 Post-Termination Assistance.** TASER will provide Agency with the same post-termination data retrieval assistance that TASER generally makes available to all customers. Requests for TASER to provide additional assistance in downloading or transferring Agency Content will result in additional fees and TASER will not warrant or guarantee data integrity or readability in the external system.

## 16 **General.**

**16.1 Confidentiality.** Both Parties will take all reasonable measures to avoid disclosure, dissemination

or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. All TASER Pricing is considered confidential and competition sensitive.

- 16.2 Excusable delays.** TASER will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond TASER's reasonable control TASER has the right to delay or terminate the delivery with reasonable notice.
- 16.3 Force Majeure.** Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 16.4 Proprietary Information.** The Agency agrees that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.
- 16.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 16.6 No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 16.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 16.8 U.S. Government Rights.** Any Evidence.com Services provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Services. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the

Defense Federal Acquisition Regulation Supplement.

- 16.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.
- 16.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. TASER may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 16.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.
- 16.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 16.13 Governing Law; Venue.** The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 16.14 Notices.** All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

TASER: TASER International, Inc.  
ATTN: Contracts  
17800 N. 85th Street  
Scottsdale, Arizona 85255  
[contracts@taser.com](mailto:contracts@taser.com)

AGENCY: CITY OF ALVIN POLICE DEPARTMENT  
Attn: Chief of Police  
1500 S. Gordon  
Alvin, Texas 77511  
[rlee@cityofalvin.com](mailto:rlee@cityofalvin.com)

- 16.15 Entire Agreement.** This Agreement, including the APPENDICES attached hereto, and the Policies and the quote provided by TASER, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If TASER provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.
- 16.16 Counterparts.** If this Agreement form requires the signatures of the Parties, then this Agreement

may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

**TASER International, Inc.**

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

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

Title: \_\_\_\_\_

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

Address: 17800 N. 85th Street Scottsdale, AZ 85255  
Attn: Contracts

Email: [contracts@taser.com](mailto:contracts@taser.com)

**Alvin Police Dept - TX**

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

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

Title: \_\_\_\_\_

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

Address: 1500 S. GORDON, Alvin, TX, 77511

## Evidence.com Terms of Use Appendix

- 1 **Access Rights.** Upon the purchase or granting of a subscription from TASER and the opening of an Evidence.com account the Agency will have access and use of the Evidence.com Services for the storage and management of Agency Content during the subscription term (**Term**). The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services.
- 2 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and TASER obtains no rights to the Agency Content and the Agency Content are not business records of TASER. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. TASER will have limited access to Agency Content solely for the purpose of providing and supporting the Evidence.com Services to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Services will violate this Agreement or applicable laws.
- 3 **Evidence.com Data Security.**
  - 3.1. **Generally.** TASER will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. TASER will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Log-in credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users which result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact TASER immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.
  - 3.2. **FBI CJIS Security Addendum.** For customers based in the United States, TASER agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.
- 4 **Our Support.** TASER will make available updates as released by TASER to the Evidence.com Services. Updates may be provided electronically via the Internet. TASER will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

- 5 **Data Privacy.** TASER will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. TASER will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow TASER access to certain information from the Agency in order to: (a) perform troubleshooting services for the account upon request or as part of our regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
- 6 **Data Storage.** TASER will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, TASER will ensure that all Agency Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. TASER may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by TASER for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License unlimited data may be stored in the Agency's Evidence.com account if the data originates from a TASER device. For use of Totally Unlimited Evidence.com Licenses TASER reserves the right to limit the types of content the Agency can store and share using the Services.
- 7 **Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. TASER reserves the right to charge additional fees for exceeding purchased storage amounts or for TASER's assistance in the downloading or exporting of Agency Content.
- 8 **Suspension of Evidence.com Services.** TASER may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice in accordance with the following:
- 8.1. The Termination provisions of the Master Service Agreement apply;
  - 8.2. The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject TASER, TASER's affiliates, or any third party to liability, or (iv) may be fraudulent;
  - 8.3. If TASER suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. TASER will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.
- 9 **Software Services Warranty.** TASER warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. TASER disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.
- 10 **License Restrictions.** Neither the Agency nor any Agency end users may, or attempt to: (a) permit any third

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party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at [www.TASER.com](http://www.TASER.com)).

## Professional Services Appendix

**1**     **Scope of Services.** The project scope will consist of the Services identified on the Quote.

**1.1.**    The Package for the Axon and Evidence.com related Services are detailed below:

<p><b>System set up and configuration</b>  Setup Axon® Mobile on smart phones (if applicable).  Configure categories &amp; custom roles based on Agency need.  Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access.  Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable).  Virtual Assistance Included</p>
<p><b>Dock installation</b>  Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary.  Authenticate Dock with Evidence.com using “admin” credentials from Agency.  Work with Agency’s IT to configure its network to allow for maximum bandwidth and proper operation within Agency’s network environment.  Virtual Assistance Included</p>
<p><b>Dedicated Project Manager</b>  Assignment of a specific TASER representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.</p>
<p><b>Weekly project planning meetings</b>  Project Manager will develop a Microsoft Project plan for the rollout of Axon camera units, Docks and Evidence.com account training based on size, timing of rollout and Agency’s desired level of training. Up to 4 weekly meetings leading up to the Evidence.com Dock installation of not more than 30 minutes in length.</p>
<p><b>Best practice implementation planning session—1 on-site session to:</b>  Provide considerations for establishment of video policy and system operations best practices based on TASER’s observations with other agencies.  Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management.  Provide referrals of other agencies using the Axon camera products and Evidence.com services  Create project plan for larger deployments.  Recommend rollout plan based on review of shift schedules.</p>
<p><b>System Admin and troubleshooting training sessions</b>  2 on-site sessions—each providing a step-by-step explanation and assistance for Agency’s configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for Evidence.com.</p>
<p><b>Axon instructor training</b>  Prior to general user training on Axon camera systems and Evidence.com services, TASER’s on-site professional services team will provide training for instructors who can support the Agency’s subsequent Axon camera and Evidence.com training needs.</p>
<p><b>End user go live training and support sessions</b>  Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, Evidence.com and EVIDENCE Sync.</p>
<p><b>Implementation document packet</b>  Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide</p>
<p><b>Post go live review session</b></p>

- 1.2. Additional training days may be added on to any service package for additional fees set forth in the Quote.
- 2 **Out of Scope Services.** TASER is responsible to perform only the Services described on the Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope.
- 3 **Delivery of Services.**
  - 3.1. **Hours and Travel.** TASER personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by the Parties in advance. Travel time by TASER personnel to Agency premises will not be charged as work hours performed.
  - 3.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.
- 4 **Authorization to Access Computer Systems to Perform Services.** The Agency authorizes TASER to access relevant Agency computers and network systems solely for the purpose of performing the Services. TASER will work diligently to identify as soon as reasonably practicable the resources and information TASER expects to use, and will provide an initial itemized list to the Agency. The Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by the Agency.
- 5 **Site Preparation and Installation.** Prior to delivering any Services, TASER will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or TASER), the Agency must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by TASER under this Agreement, including the environmental specifications for the Products, TASER will provide the updates or modifications to Agency when they are generally released by TASER to TASER customers.
- 6 **Acceptance Checklist.** TASER will present an Acceptance Checklist (**Checklist**) upon completion of the Services that will exactly mirror the description of services within this Section. The Agency will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that TASER did not complete the Services in substantial conformance with this Agreement, the Agency must notify TASER in writing of the specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist. TASER will address the issues and then will

re-present the Checklist for approval and signature. If TASER does not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Services within 7 calendar days of delivery of the Checklist, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.

- 7** **Liability for Loss or Corruption of Data.** The Agency is responsible for: (i) instituting proper and timely backup procedures for Agency software and data; (ii) creating timely backup copies of Agency software or data that may be damaged, lost, or corrupted due to our provision of Services; and (iii) using backup copies to restore any Agency software or data in the event of any loss of, damage to, or corruption of the operational version of Agency software or data, even if such damage, loss, or corruption is due to TASER negligence. However, regardless of any assistance provided by TASER: (i) TASER will in no way be liable for the accuracy, completeness, success, or results of efforts to restore Agency software or data; (ii) any assistance provided by TASER under this Section is without warranty, express or implied; and (iii) in no event will TASER be liable for loss of, damage to, or corruption of Agency data from any cause.

## TASER Assurance Plan Appendix

The TASER Assurance Plan or "TAP" has been purchased as part of the Quote attached to this Agreement. TAP provides hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP Term. TAP only applies to the TASER Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

- 1**     **TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the beginning of the TAP Term and continues as long as the Agency continues to pay the required annual fees for TAP. The Agency may not have both an optional extended warranty and TAP on the Axon camera/Dock product. TAP for the Axon camera products also includes free replacement of the Axon flex controller battery and Axon body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.
- 2**     **TAP Term.** TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.
- 3**     **SPARE Product.** TASER will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (collectively the "Spare Products") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at TASER's sole option. The Agency may not buy a new TAP for the replacement product or the Spare Product.

  - 3.1.**     Within 30 days of the end of the TAP Term the Agency must return to TASER all Spare Products. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh the allotted number of Spare Products with Upgrade Models if the Agency purchases a new TAP for the Upgrade Models.
- 4**     **TAP Upgrade Models.** Upgrade Models are to be provided as follows during and/or after the TAP Term: (i) an upgrade will provided in year 3 if the Agency purchased 3 years of Evidence.com services with Ultimate Licenses or Unlimited Licenses and all TAP payments are made; or (ii) 2.5 years after the Effective Date and once again 5 years after the Effective Date if the Agency purchased 5 years of Evidence.com services with an Ultimate License or Unlimited Licenses or OSP and made all TAP payments.

Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade

Model. Thirty days after the Upgrade Models are received, the Agency must return the products to TASER or TASER will deactivate the serial numbers for the products received unless the Agency purchases additional Evidence.com licenses for the Axon camera products the Agency is keeping. The Agency may buy a new TAP for any Upgraded Model.

**4.1. TAP Axon Camera Upgrade Models.**

**4.1.1.** If the Agency purchased TAP for Axon Cameras as a stand-alone service, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same product or a like product, at TASER's sole option. TASER makes no guarantee that the Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

**4.1.2.** If the Agency purchased Unlimited License or OSP, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.

**4.2. TAP Dock Upgrade Models.** TASER will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at TASER's sole option. If the Agency would like to change product models for the Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

**5. TAP Termination.** If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com services then TASER may terminate TAP and all outstanding Product related TAPs. TASER will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

**5.1.** TAP coverage will terminate as of the date of termination and no refunds will be given.

**5.2.** TASER will not and has no obligation to provide the free Upgrade Models.

**5.3.** The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.

**5.4.** The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

**5.5.** If the Agency received Axon Products free of charge and TAP is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the TAP before the termination date; or (b) only in the case of termination for non-appropriations, return the Products to TASER within 30 days of the date of termination.





# AGENDA COMMENTARY

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**Meeting Date:** 12/1/2016

**Department:** City Attorney

**Contact:** Bobbi Kacz, City Attorney

**Agenda Item:** Consider Resolution 16-R-29, suspending the December 21, 2016 effective date of the statement of intent of CenterPoint Energy to increase rates within the Houston and Texas Coast divisions and consolidate the Houston and Texas Coast divisions to permit the city time to study the request and to establish reasonable rates; finding that the city's reasonable rate case expenses shall be reimbursed by the company; authorizing participation with the Gulf Coast Coalition of Cities; hiring legal and consulting services to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this resolution is passed is open to the public as required by law; and requiring notice of this resolution to the company and legal counsel.

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**Type of Item:**  Ordinance  Resolution  Contract/Agreement  Public Hearing  Discussion & Direction

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**Summary:** The City is a gas utility customer of CenterPoint and a regulatory authority with an interest in the rates and charges of CenterPoint. The City is authorized to protect the interests of the City and CenterPoint customers residing in the City. The City retains its rights as a city with original jurisdiction including the right to suspend a rate increase application filed by CenterPoint.

On November 16, 2016, CenterPoint Energy Resources d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas ("CenterPoint") filed a Statement of Intent seeking to increase natural gas rates to all customers residing in its Houston and Texas Coast Divisions. CenterPoint has also proposed to consolidate the Houston & Texas Coast Divisions into one Texas Gulf Division. In its filing, CenterPoint asserts that it is entitled to a \$31 million increase in the Cities or a 10.4% increase over current adjusted revenues, excluding gas costs.

The law provides that a rate request made by a gas utility cannot become effective until at least 35 days after the filing of the application to change rates. CenterPoint has proposed an effective date of December 21, 2016. The law allows the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, CenterPoint's rate request is deemed administratively approved.**

The purpose of this resolution is to extend the effective date of CenterPoint's proposed rate increase to give the City time to review and investigate the rate-filing package. The resolution will suspend the December 21, 2016 effective date of CenterPoint's rate increase for the maximum period permitted by law to allow the City to evaluate the filing, determine whether the filing complies with the law, and if lawful, to determine what further strategy to pursue, including settlement and ultimately to approve reasonable rates.

The Gulf Coast Coalition of Cities (“GCCC”), of which the City of Alvin is a member, will work with the City to review the application to insure fair and just rates. GCCC has engaged the services of a consultant, Mr. Karl Nalepa, to review the Company’s filing. GCCC’s attorney recommends that all GCCC members adopt the Resolution suspending the effective date of CenterPoint’s proposed rate increase.

By law, CenterPoint must reimburse the cities for their reasonable rate case expenses. Legal Counsel and consultants approved by GCCC will present their invoices to the City of Alvin. These will be forwarded to CenterPoint for reimbursement on behalf of GCCC. The City will not incur liability for payment of rate case expenses by adopting a suspension resolution.

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**Funding Expected:** Revenue \_\_\_ Expenditure \_\_\_ N/A \_\_\_ **Budgeted Item:** Yes \_\_\_ No \_\_\_ N/A \_\_\_

**Account Number:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes \_\_\_ No \_\_\_

**Legal Review Required:** N/A \_\_\_ Required  X  **Date Completed:**  November 21, 2016

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**Supporting documents attached:**

- Res. 16-R-29

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**Recommendation:** Move to approve Resolution 16-R-29 suspending the December 21, 2016 effective date of CenterPoint’s proposed rate increase.

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Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

**RESOLUTION NO. 16-R-29**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS SUSPENDING THE DECEMBER 21, 2016 EFFECTIVE DATE OF THE STATEMENT OF INTENT OF CENTERPOINT ENERGY TO INCREASE RATES WITHIN THE HOUSTON AND TEXAS COAST DIVISIONS AND CONSOLIDATE THE HOUSTON AND TEXAS COAST DIVISIONS TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; AUTHORIZING PARTICIPATION WITH THE GULF COAST COALITION OF CITIES; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.**

**WHEREAS**, on or about November 16, 2016, CenterPoint Energy Resources d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas ("CenterPoint" or "Company") filed with the City of Alvin ("City") and the other affected municipalities a Statement of Intent seeking to increase gas utility rates within the incorporated areas of the Houston Division and Texas Coast Division effective December 21, 2016; and

**WHEREAS**, CenterPoint is also requesting consolidation of the Houston and Texas Coast Divisions into a single Texas Gulf Division, effective December 21, 2016;

**WHEREAS**, the City is a gas utility customer of CenterPoint and a regulatory authority with an interest in the rates and charges of CenterPoint; and

**WHEREAS**, the City is a member of the Gulf Coast Coalition of Cities ("GCCC") (such participating cities are referred to herein as "GCCC"), a coalition of similarly situated cities served by CenterPoint that have joined together to efficiently and cost effectively review and respond to gas issues affecting rates charged in CenterPoint's service area; and

**WHEREAS**, the Gas Utility Regulatory Act § 104.107 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days; and

**WHEREAS**, the City retains its rights as a city with original jurisdiction including the right to suspend the application; and

**WHEREAS**, the City's consultants and attorneys recommend that the City suspend the application for further review.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:**

**Section 1.** That the findings and recitations set out in the preamble of this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

**Section 2.** That the City is authorized to protect the interests of the City and protect the interests of CenterPoint customers residing and conducting business within municipal limits.

**Section 3.** That the December 21, 2016 effective date of the request to increase rates submitted by CenterPoint on or about November 16, 2016, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

**Section 4.** That the City has previously adopted a resolution authorizing membership in the Gulf Coast Coalition of Cities and intervention in ratemaking proceedings.

**Section 5.** That the City, subject to the right to terminate employment at any time, hereby authorizes the hiring of Thomas Brocato of the law firm of Lloyd Gosselink Rochelle and Townsend, P.C., Karl J. Nalepa of the consulting firm of Resolved Energy Consulting, L.L.C., and Connie Cannady of the consulting firm of New Gen Strategies to review the Company's filing, negotiate with the Company, make recommendations regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of the filing.

**Section 6.** That as a member of GCCC, the City shall work in the review and evaluation of whether the proposed rates are appropriate, fair, just, and reasonable; and, intervene as a necessary party in the Railroad Commission of Texas' consideration of the CenterPoint rate filing as it affects the customers in the unincorporated areas of the Central Texas region.

**Section 7.** That the City's reasonable rate case expenses shall be reimbursed in full by CenterPoint.

**Section 8.** That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

**Section 9.** That a copy of this Resolution shall be sent to Thomas Stevens, Director of Regulatory Affairs, CenterPoint Energy, P. O. Box 2628, Houston, Texas 77252-2628 and to Thomas Brocato, General Counsel for the GCCC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

**Section 10.** That this Resolution shall be and become effective from and after its adoption.

**PASSED AND APPROVED** on the 1<sup>st</sup> day of December, 2016.

**ATTEST:**

**CITY OF ALVIN, TEXAS**

By: \_\_\_\_\_  
Dixie Roberts, City Clerk

By: \_\_\_\_\_  
Paul A. Horn, Mayor

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Bobbi Kacz, City Attorney

I, Dixie Roberts, City Clerk of the City of Alvin, Texas, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Alvin, Texas, at its regular meeting held of the 1<sup>st</sup> day of December, 2016, as the same appears in the records of this office.

**IN TESTIMONY WHEREOF**, I subscribe my name hereto officially under the corporate seal of the City of Alvin this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Dixie Roberts, City Clerk  
City of Alvin, Texas.



# AGENDA COMMENTARY

Meeting Date: 12/1/2016

**Department:** Finance **Contact:** Junru Roland, Asst. City Manager/CFO

**Agenda Item:** Consider Ordinance 16-BB; amending the City of Alvin 2015-16 Fiscal Year-End budget (FY16) by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in the attached Exhibit A.

**Type of Item:**  Ordinance  Resolution  Contract/Agreement  Public Hearing  Discussion & Direction

**Summary:** Each fiscal year, the City amends the budget twice. In the Spring (mid-fiscal year), the city amends the budget to appropriate any prior year budget surplus to fund new capital items. In the Fall (fiscal year-end), the City amends the budget to appropriate or adjust (authorized/approved) revenues and/or expenditures which occurred during the year that were not originally budgeted. Reason being, under certain circumstances, staff has more definite revenue and cost information at year end.

FY16 has ended and staff needs to make budget adjustments as a way to put the final FY16 budget in line with actual (approved and/or authorized) revenues and expenditures for financial reporting purposes. Per the City's auditor's recommendation, the City should do a batch budget amendment at the end of the fiscal year to capture expenditures and/or revenues from the year that require a budget amendment.

### **General Fund Year End Budget Adjustment:**

*Section 380 Agreement adjustment:* October, 2012 (Resolution 12-R-31) City Council approved a 7-year 380 Agreement with Team Industrial Inc. to build a 50,000 square foot addition to Team Industrial Inc.'s current facility; and other real property improvements and additions, in exchange for a rebate of property taxes. For budgeting purposes, the city adjusts (reduces) the property tax revenue budget in lieu of the rebate payment to Team Industrial. For financial reporting purposes, the auditors require that the rebate to Team Industrial Inc. be recognized as an expenditure (instead of a reduction of revenue). This budget amendment adjusts the FY16 year-end budget to reflect the auditor's recommendation.

*Community Development Block Grant (CDBG):* The City received and used grant funds for park improvements. The CDBG funding agreement was approved by city council on February 5, 2015. This budget amendment adjusts the revenue and expense budgets to reflect the receipt and use of CDBG funds.

### **Special Investigation Fund Year End Budget Adjustment:**

This fund receives a share of money and property seized during drug related arrest. In compliance with federal/state law, a portion of these proceeds were used in FY16 for public safety equipment and training of officers. This budget amendment adjusts the FY16 expense budget to reflect the use of the Special Investigation Fund for public safety.

### **Park Land Dedication & Development Fee Fund Year End Budget Adjustment:**

In FY16, the city received *park land dedication fees* in accordance with the city's Park Land Dedication and Development Fee Ordinance. Park Land Dedication Fees were used to fund the construction of a pavilion at

Talmadge Park (approved by city council on September 3, 2015). This amendment adjusts the FY16 Park Land Dedication and Development Fee Fund budgets to reflect the receipt of fees and the expenditure for the pavilion.

**Donation Fund Year End Budget Adjustment:**

In FY16, the City received donations from: 1.) Waste Connections (per contract); 2.) the Estate of Diane Collins (accepted by city council on February 18, 2016, per Resolution 16-R-06); and 3.) Sunrise Rotary (per contract, approved by city council 12/18/2014; per Resolution 14-R-37). The donations were used in accordance with the donor's request. This budget amendment adjusts the FY16 revenue and expenditure budgets to reflect the receipt and use of donation proceeds.

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**Funding Expected:** Revenue \_\_\_ Expenditure \_\_\_ N/A \_\_\_ **Budgeted Item:** Yes \_\_\_ No \_\_\_ N/A \_\_\_

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes \_\_\_ No \_\_\_

**Legal Review Required:** N/A \_\_\_ Required x **Date Completed:** November 21, 2016

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**Supporting documents attached:**

- Ordinance 16-BB
- Exhibit A – budget amendments

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**Recommendation:** Move to approve Ordinance 16-BB; amending the City of Alvin 2015-16 Fiscal Year End budget by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in the attached Exhibit A.

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Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

**ORDINANCE NO. 16-BB**

**AN ORDINANCE AMENDING CITY OF ALVIN, ORDINANCE NO. 15-R, PASSED AND APPROVED SEPTEMBER 10, 2015, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY OF ALVIN'S BUDGET FOR FISCAL YEAR 2015-2016 BY APPROVING A BUDGET AMENDMENT TO THE ORIGINAL 2015-2016 FY BUDGET; FOR THE PURPOSE OF AMENDING THE YEAR-END BUDGET AND PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS AS SET FORTH IN THE ATTACHED EXHIBIT "A"; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS;**

**Section 1.** That the City of Alvin 2015-2016 Fiscal Year Budget is hereby amended by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in Exhibit "A" attached hereto and incorporated herein by reference.

**Section 2. Open Meetings Act.** It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't Code.*

**PASSED AND APPROVED** on first reading on the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**ATTEST:**

**CITY OF ALVIN, TEXAS:**

By: \_\_\_\_\_  
Dixie Roberts, City Clerk

By: \_\_\_\_\_  
Paul A. Horn, Mayor

**EXHIBIT A**

Account Numbers	Account Descriptions	Budget Adjustments	Reasons
<b>General Fund</b>			
111-9001-00-3110	Chapter 380 Agreement Expense	77,779.00	Annual Tax Rebate to Team Industrial for economic development (approved by council October 2012; Resolution 12-R-31)
111-400007	Property Taxes Revenue	77,779.00	
111-401010	Receipt of CDBG Funds	273,000.00	Receipt of Community Development Block Grant (CDBG) (approved by city council 02/05/15)
111-7001-00-2277	CDBG Expenditures	66,247.46	Park Improvements
111-7001-00-4100	CDBG expenditures	206,752.54	Park Improvements
<b>Special Investigation Fund</b>			
123-3501-07-2125	General supplies	10,000.00	Equipment for Police Department
123-3501-08-3170	Professional Development	4,560.00	Training for Officers
<b>Park Dedication Fund</b>			
129-401501	Dedication Fee Revenue	49,200.00	Receipt of park dedication fees (Kendall Lakes, Southern Colony Sec. 2A) (Park Dedication Fee Ordinance 06-U; April, 2006)
129-7001-00-4100	Contract Services	14,953.00	Talmadge Park Pavilion (approved by council on 09/03/2015)
<b>Donation Fund Revenues</b>			
512-409518	Donations	11,250.00	Contractual Donation from Waste Connections (formerly Progressive Waste)
512-409522	Donations	10,000.00	From estate of Diane Collins (accepted by council 02/18/2016; Resolution 16-R-06)
512-409519	Donations	10,000.00	Donation from Sunrise Rotary (accepted by council 12/18/2014; Resolution 14-R-37)
<b>Donation Fund Expenditures</b>			
512-1001-00-3305	Special Programs	2,000.00	AISD scholarships
512-1007-00-2450	Supplies	270.00	Botany Supplies for cemetery
512-3501-00-2125	Materials and Supplies	700.00	K9 vests
512-3501-18-2125	Animal Welfare League	2,200.62	Humane supplies (medications, general supplies, etc..)
512-3501-18-3100	Humane Services	5,630.47	Sterilizations
512-7001-00-3100	Progressive Waste Donation	10,000.00	Fireworks
512-7001-00-3260	Park Equipment	3,500.00	Morgan Park equipment
512-7001-00-3305	Park supplies	110.17	Food
512-7001-02-2125	Supplies	120.84	Supplies for Senior



# AGENDA COMMENTARY

Meeting Date: 12/1/2016

Department: Administration

Contact: Sereniah Breland, City Manager

Agenda Item: Consider Resolution 16-R-28 establishing a code of conduct for elected and appointed officials.

Type of Item:  Ordinance  Resolution  Contract/Agreement  Public Hearing  Discussion & Direction

**Summary:** This resolution derived from the City Council retreat held on Saturday October 29, 2016 facilitated by Joe Gonzales. The Council as a whole reviewed the proposed resolution in great detail. A few revisions have been made at the request of members of Council:

- **Respect for Process.** Amended the verbiage *“even when the member has voted in the minority”*.
- **Conduct Business in Open.** Added the verbiage *“Members will not use “electronic communication devices” to communicate either internally or externally during meetings.”*
- **Use of Electronic Devices.** Amended the verbiage *“Members will not use electronic devices other than what is necessary for conducting business during a meeting. Members will not text, email, make phone calls, use social media, and play games during the course of a meeting.”*
- **Smoking or Use of Tobacco Products.** Added the verbiage *“Members will not smoke or use tobacco products, electronic cigarettes and/or smokeless tobacco during the course of a meeting.”*
- **Use of Alcohol.** Added the verbiage *“Members shall not be impaired due to the use of alcohol prior to or while conducting city business in a meeting.”*
- **Representation of Private Interests.** Amended the verbiage *“In keeping with their role as stewards of the public interest, members of Council shall not appear or speak specifically on behalf of the private interests, including both private and nonprofit entities, of third parties before the Council or any board, commission or proceeding of the City in, nor shall members”* of boards or commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.
- **Political Endorsements.** Added the verbiage *“When publicly endorsing a candidate for any elected office, members will not use their title as a councilman, board or commission member nor use a city meeting forum to endorse a candidate. Council is prohibited from endorsing any candidate for city elections as it is deemed inappropriate.”*

Funding Expected: Revenue \_\_\_ Expenditure \_\_\_ N/A  Budgeted Item: Yes \_\_\_ No \_\_\_ N/A

Funding Account: \_\_\_\_\_ Amount: \_\_\_\_\_ 1295 Form Required? Yes \_\_\_ No

Legal Review Required: N/A \_\_\_ Required  Date Completed: November 16, 2016

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**Supporting documents attached:**

- Resolution 16-R-28

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**Recommendation:** Move to approve Resolution 16-R-28 establishing a code of conduct for elected and appointed officials.

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Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

## RESOLUTION 16-R-28

### A RESOLUTION ESTABLISHING A CODE OF CONDUCT FOR ELECTED AND APPOINTED OFFICIALS.

**WHEREAS**, the Alvin City Council desires to establish a Code of Conduct for members of the City Council and the City's Boards and Commissions; and,

**WHEREAS**, the Alvin City Council desires to authorize the implementation of such policy in connection with City Council and the City's Boards and Commission of the City of Alvin.

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

Section 1. The City Council of the City of Alvin, Texas hereby adopts the following Code of Conduct.

#### **POLICY PURPOSE**

The Alvin City Council has adopted a Code of Conduct for members<sup>1</sup> of the City Council and the City's Boards and Commissions to assure public confidence in the integrity of local government and its effective and fair operation.

#### **POLICY STATEMENT**

##### **Preamble**

The citizens and businesses of Alvin are entitled to have fair, ethical and accountable local government, which has earned the public's full confidence in integrity. In keeping with the City of Alvin's commitment to treasuring our past while forging our future, the effective functioning of democratic government therefore requires that:

- Public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government;
- Public officials be independent, impartial and fair in their judgment and actions;
- Public office be used for the public good, not for personal gain; and
- Public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

To this end, the Alvin City Council has adopted a Code of Conduct for members of the City Council and of the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation.

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<sup>1</sup> For ease of reference in the Code of Conduct, the term "member" refers to any member of the Alvin City Council or any of the City's boards and commissions established by the City Charter, City ordinance or resolution.

**1. Act in the Public Interest.** Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of Alvin and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Alvin City Council, boards and commissions.

**2. Comply with the Law.** Members shall comply with the laws of the nation, the State of Texas and the City of Alvin in the performance of their public duties. These laws include, but are not limited to: the United States and Texas constitutions; the Alvin City Charter; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, open processes of government, and City ordinances and policies.

**3. Conduct of Members.** The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, boards and commissions, the staff or public. Members should dedicate themselves to the highest ideals of honor and integrity in all public and personal relationships.

**4. Respect for Process.** Members shall perform their duties in accordance with the processes and rules of order established by the City Council and boards and commissions governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City staff, **even when the member has voted in the minority.**

**5. Conduct of Public Meetings.** Members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings.

**6. Conduct Business in Open.** Members shall conduct business in open and publicized meetings in order to be transparent to the citizens of Alvin. It is recognized that certain exceptions are made by the State for closed sessions and any action as a result of that type of meeting will be addressed in the open session as noted on the agenda. Communications made during a public meeting or closed session are subject to the Texas Public Information Act. **Members will not use** “electronic communication devices” to communicate either internally or externally during meetings.

**7. Decisions Based on Merit.** Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.

**8. Communication.** Members shall publicly share substantive information that is relevant to a matter under consideration by the Council or boards and commissions, which they may have received from sources outside of the public decision-making process. Members will not withhold information that is pertinent to the decision making process.

**9. Use of Electronic Devices.** Members will not use electronic devices other than what is necessary for conducting business during a meeting. Members will not text, email, make phone calls, use social media, and play games during the course of a meeting. Members shall not communicate, or participate in a discussion with a quorum of the city council relative to city business via electronic mail, text or other social media tool. Use of personal emails, cell phones or computers may subject members to Public Information Act disclosure requirements.

**10. Smoking or Use of Tobacco Products.** Members will not smoke or use tobacco products, electronic cigarettes and/or smokeless tobacco during the course of a meeting.

**11. Use of Alcohol.** Members shall not be impaired due to the use of alcohol prior to or while conducting city business in a meeting.

**12. Conflict of Interest.** In order to assure their independence and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions in which they have a material financial interest or where they have an organizational responsibility or personal relationship which may give the appearance of a conflict of interest. In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts, and they shall abstain from participating in deliberations and decision-making where conflicts may exist, because these areas WILL exist. When these issues arise, it is simply imperative that we mitigate those issues appropriately.

**13. Gifts and Favors.** Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that are not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.

**14. Confidential Information.** Members shall respect the confidentiality of information concerning the property, personnel or affairs of the City. They shall neither disclose confidential information without proper legal authorization nor use such information to advance their personal, financial or other private interests. A member shall not intentionally or knowingly disclose any confidential information gained by reason of said official position concerning the property, operations, policies or affairs of the city.

**15. Use of Public Resources.** Members shall not use public resources not available to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.

**16. Representation of Private Interests.** In keeping with their role as stewards of the public interest, members of Council shall not appear or speak specifically on behalf of the private interests, including both private and non profit entities, of third parties before the Council or any board, commission or proceeding of the City in, nor shall members of boards or commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

**17. Advocacy.** Members shall represent the official policies or positions of the City Council, board or commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state that they do not represent their body or the City of Alvin, nor will they allow the inference that they do.

**18. Policy Role of Members.** Members shall respect and adhere to the council-manager structure of Alvin city government as outlined by the Alvin City Charter. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards and commissions, and City staff. Except as provided by the City Charter, members therefore shall not interfere with the administrative functions of the City or the professional duties of City staff; nor shall they impair the ability of staff to implement Council policy decisions.

**19. Independence of Boards and Commissions.** Because of the value of the independent advice of boards and commissions to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of board and commission proceedings.

**20. Positive Work Place Environment.** Members shall support the maintenance of a positive and constructive workplace environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction or comments to staff.

**21. Political Endorsements.** When publicly endorsing a candidate for any elected office, members will not use their title as a councilman, board or commission member nor use a city meeting forum to endorse a candidate. Council is prohibited from endorsing any candidate for city elections as it is deemed inappropriate.

**22. Implementation.** As an expression of the standards of conduct for members expected by the City, the Alvin Code of Conduct is intended to be self-enforcing. It therefore is most effective when members are thoroughly familiar with it and embrace its provisions. For this reason, code of conduct standards shall be included in the regular orientations for candidates for City Council, applicants to board and commissions, and newly elected and appointed officials. Members entering office shall sign a statement affirming they read and understood the City of Alvin Code of Conduct. The City Council shall consider recommendations from boards and commissions and Council Members and update it as necessary.

**23. Compliance and Enforcement.** The Alvin Code of Conduct expresses standards of ethical conduct expected for members of the Alvin City Council, boards and commissions. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government.

The chairs of boards and commissions and the Mayor have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Conduct are brought to their attention. The second in line, when the Mayor's or chair's actions come into question, would assume the duty of intervening. The City Council may impose sanctions on members whose conduct does not comply with the City's Code of Conduct, such as reprimand, formal censure, loss of seniority or committee assignment.

Section 2. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 3. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Tex. Gov't Code.

Section 4. Effective Date. This Policy shall take effect upon the passage of this resolution.

**PASSED AND APPROVED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

**CITY OF ALVIN, TEXAS**

By: \_\_\_\_\_  
Dixie Roberts, City Clerk

By: \_\_\_\_\_  
Paul A. Horn, Mayor



# AGENDA COMMENTARY

Meeting Date: 12/1/2016

Department: City Clerk

Contact: Dixie Roberts, City Clerk

Agenda Item: Consider various appointments to boards and commissions.

Type of Item:  Ordinance  Resolution  Contract/Agreement  Public Hearing  Discussion & Direction

**Summary:** Terms will expire for various for various citizen boards committees, and commissions on December 31, 2016.

All board or commission members whose term expires in December, 2016 were mailed a letter of notification along with a Consent and Willingness to Serve form. Volunteer recruitment ads were published in the Alvin Sun and the City's monthly newsletter, and notifications were pushed out via the city's social networks. Members appointed during tonight's process will begin service in January 2017. All residency requirements have been verified.

Staff suggests that Council have a time of discussion to decipher which appointments should be made to specific boards/commissions. Once a general consensus is agreed upon motions can be made for appointments for each board/commission.

**PLANNING COMMISSION:** City Charter calls for 5-15 members, resident, 3 year terms.

- Board currently comprised of 9 members (including termed members).
- Council can choose to not reappoint the 2 termed members, and leave the commission at 7, or reappoint the 2 termed members, keeping the board at 9, or may appoint up to 15 members.
- Current Applicants:

Santos Garza *	Nicole Kelinske
Randy Reed *	Jake Starkey
	Carrie Parker (applied to serve where needed)

\*indicates termed members reapplying

*Motion: Move to appoint \_\_\_\_\_ and \_\_\_\_\_ (or more) to serve a 3-year term on the Planning Commission.*

**PARKS AND RECREATION BOARD:** City Charter calls for 7 members, 2 year terms, resident, qualified voter with interest in leisure time.

- Board currently comprised of 7 members (including termed members).
- 4 seats open.
- Current Applicants:

Terrie Beasley *	P.W. Henny
Debra Palin *	Kerry Ulm (also applied to serve on Planning)
	Carrie Parker (applied to serve where needed)

\*indicates termed members reapplying

*Motion: Move to appoint \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ to serve a 2-year term on the Parks and Recreation Board.*

**SENIOR CITIZENS BOARD:** Ordinance calls for 7 members, 2 year terms.

- Board currently comprised of 7 members (including termed members).
- 4 seats open.
- Current Applicants:

Darrell Brady *	Marie Hodges
Beverly Kimbrough *	Carrie Parker (applied to serve where needed)
Nell Shimek *	

\*indicates termed members reapplying

*Motion: Move to appoint \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ to serve a 2-year term on the Senior Citizens Board.*

**PUBLIC LIBRARY BOARD:** Ordinance calls for 7 members, at least 5 members must reside within the corporate limits of the city, 2 members may be appointed from the Alvin area in Brazoria County, provided that such members have resided within such area for at least 1 year preceding their appointment, 3 year terms.

- Board currently comprised of 7 members (including termed members).
- 2 seats open.
- Current Applicants:

Shandar Hobbs *	Carrie Parker (applied to serve where needed)
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\*indicates termed members reapplying

*Motion: Move to appoint \_\_\_\_\_, and \_\_\_\_\_ to serve a 3-year term on the Alvin Public Library Board.*

**BUILDING BOARD OF ADJUSTMENTS AND APPEALS:** Ordinance calls for 5 members, 2 year terms.

- Board currently comprised of 5 members (including termed members).
- 4 seats open.
- Current Applicants:

Santos Garza *	Missy Jordan
Sussie Sutton *	Carrie Parker (applied to serve where needed)
Martin Vela *	

\*indicates termed members reapplying

*Motion: Move to appoint \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ to serve a 2-year term on the Building Board of Adjustments and Appeals.*

**ANIMAL SHELTER ADVISORY COMMITTEE:** Ordinance calls for 7 members, at least 1 licensed veterinarian, 1 city official, 2 members whose duties include the daily operation of an animal shelter, 1 representative from an animal welfare organization, and 2 citizens who will reside within the city limits of Alvin, 3 year terms.

- 1 seat open for the animal welfare organization position
- Current Applicants:

Becky Noerr *	Representative from animal welfare organization
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\*indicates termed members reapplying

*Motion: Move to appoint \_\_\_\_\_ to serve a 3-year term fulfilling the animal welfare organization requirement on the Animal Shelter Advisory Committee.*

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### Non Active Boards

**BOARD OF ETHICS AND COMPLIANCE** (Created by Charter and Ordinance): For lack of volunteer interest, appointments to this board were last made in 2013. All terms have now expired; the board has not met since 2010. The Board shall consist of five members who shall serve two year staggered terms. Board appointees will not be reappointed for at least two years following the termination of the last appointment. Board members must be residents of the City. No member of the board shall hold elective or appointed office under the city or any other government, hold any other political party office or be a candidate *for any of the aforementioned offices. The board shall meet at least once each calendar quarter.*

**CULTURAL DIVERSITY AWARENESS COMMISSION** (Created by Ordinance): For lack of volunteer interest, appointments to this board were last made in 2009. All terms have expired; the board has not met since 2010. The Cultural Diversity Awareness Commission was created by Ordinance No 95-HH. The Commission shall be comprised of six (6) voting members and two (2) associate members who shall be appointed by the Mayor and ratified by the City Council. All members of the Commission shall serve staggered three (3) year terms. This Commission was originally created by Resolution 93-R-7 and was known as the Racial Tolerance Commission).

**ELECTRICAL BOARD** (Created by Ordinance): Appointments were last made to this board in 2009. All terms have expired; the board has not met since 2003. A recommendation to disband this board will be included in the international building code update in 2017.

**PLUMBING APPEALS AND ADVISORY BOARD** (Created by ordinance): Appointments were last made to this board in 2012. All terms have expired; the board has not met since 1996. Chapter 17 of the Code of Ordinances provides for a Plumbing Board which shall consist of five (5) members who shall be appointed by the City Council for three (3) year terms. A recommendation to disband this board will be included in the international building code update in 2017.

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**Funding Expected:** Revenue \_\_\_ Expenditure \_\_\_ N/A  **Budgeted Item:** Yes \_\_\_ No \_\_\_ N/A

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes \_\_\_ No

**Legal Review Required:** N/A  Required \_\_\_ **Date Completed:** \_\_\_\_\_

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**Supporting documents attached:**

- Applicant Information Spreadsheet
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**Recommendation:** Make appointments to the Planning Commission, Parks Board, Senior Citizens Board, Library Board, Building Board of Adjustments/Appeals and the Animal Shelter Advisory Committee.

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Reviewed by Department Head, if applicable   
Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable   
Reviewed by City Manager

**Board/Commission Re-Serve Applicant Information 12/01/16**

First Name	Last Name	Employment	Occupation	Resident of Alvin	Board to Re-Serve	Past Boards Served on	Notes Provided on Consent and Willingness to Serve Form
Santos	Garza	Self Employed	Electrician	57 years	Planning; BBOAA	Planning, BBOAA, Electrical, Land Use Committee, Charter Review	To see Alvin grow in a positive direction; hoping my input in these boards makes a positive difference.
Randy	Reed	Cabela's	Retail	53 years	Planning	Electrical, Charter Review, Planning	Life long resident and long family history of employment and involvement in Alvin since 1963.
Terrie	Beasley	Senior Acquisition Specialist	UTMB	23 years	Parks	Parks	As a current member of the Parks and Recreation Board would like to continue the work and visioning started in the Parks Master Plan in the Summer of 2016.
Debra	Palin	AISD	Paraprofessional		Parks	Parks	I have enjoyed being apart of the Parks & Recreation board and would like to continue.
Darrell	Brady	Retired	Retired	49 years	Seniors	Seniors	I am at the Senior Center every day and have served two years on the Senior Board and have been active in many programs offered by the Center. I have also served as vice president of Alvin Actions and Alvin Girls Softball.
Beverly	Kimbrough	Retired	Retired	20 years	Seniors	Seniors	Volunteer-Art Teacher would like to stay on the board and volunteer for the dances and any other committees.
Nell	Shimek	Retired	Retired	County Resident	Seniors	Seniors	I have been the Senior Board Secretary for past several years and wish to continue because my interest in ALVIN's senior citizens the opportunity that are offered to them. I want to help make a difference for ALVIN's Seniors.
Shandar	Hobbs	Director of Curriculum	Alvin I.S.D	28 years	Library	Library	I am a public educator with a Master's Degree in Reading. I am the Director of Elementary English-Language Arts for Alvin I.S.D.
Sussie	Sutton	Realtor		26 years	BBOAA	Planning, BBOAA	20 year retired employee of the City of Alvin with interest for the future of the City's development. Member of the Alvin Manvel Chamber of Commerce. Currently serve as a member of the Planning Commission and BBOAA.
Martin	Vela	Brazoria County	Fire Marshal		BBOAA	Planning, BBOAA, Charter Review	
Becky	Noerr	Retired	Retired	60 years	Animal Shelter	Animal Shelter	I have been a volunteer at the Shelter for 20 years, I am on the AWLA Board, and I served on the Animal Shelter Advisory Committee 2015-2016.

**Board/Commission New Applicant Information 12/01/16**

First Name	Last Name	Employment	Occupation	Resident of Alvin	Board to Serve	Past Boards Served on	Notes Provided on Consent and Willingness to Serve Form
P.W.	Henny	Retired	Retired	85 years	Parks	Parks Board	<i>Applied 11/21/16</i> - would like to serve on the Parks and Recreation Board or any other board or commission. I previously served as a member of the Parks Board and Senior Citizens Board. My family helped build Alvin.
Marie	Hodges	Retired	Retired	41 years	Seniors		<i>Applied 11/30/16</i> - Would like to serve for the betterment of the senior citizens social well being and to give back to the community. Served as secretary for a senior camping R.V. group.
Missy	Jordan	Business Owner	Bunky & Son Construction	5 1/2 years	BBOAA	Planning ; Downtown Task Force; Comprehensive Update Committee	<i>Applied 10/19/16</i> - Currently serve on the Planning Commission. Having previously lived in both large and small communities I feel well rounded in understanding how cities work. I feel the history of Alvin should be preserved and promoted, as well as continuing to look forward to the future of what can be done to help facilitate good working ideas for the positive growth in the Alvin community and for the betterment for the BBOAA.
Nicole	Kelinske	Business Owner	Self Employed	5 1/2 years	Planning		<i>Applied 10/17/16</i> - I am interested in serving my community and after growing up working for my family construction company this commission is one I feel like I could serve best.
Carrie	Parker	Senior Project Manager	Aetna Inc.	30 years	All Boards		<i>Applied 11/9/16</i> - I have extensive project management experience which is useful in any long term planning projects. I am a long time resident who wants to make our city a better place.
Jake	Starkey	Project Manager	Johnson Controls	30 years	Planning; Cultural Diversity		<i>Applied 10/27/16</i> - I have previously worked for municipal governments in various capacities for 5+ years; understand budgets and have a desire to see Alvin grow and improve.
Kerry	Ulm	Vet Technician	Friendswood Animal Clinic	1 1/2 years	Parks; Planning	Charter Review	<i>Applied 10/18/16</i> - I like going to Parks. I would like build the City of Alvin into a great city!

Updated: 12/01/16 @ 12:06 p.m. DR