



**CITY OF LAKE WORTH**

**CRIME CONTROL & PREVENTION DISTRICT BOARD  
AGENDA**

**3805 ADAM GRUBB  
LAKE WORTH, TEXAS 76135  
TUESDAY, NOVEMBER 13, 2018**

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**REGULAR MEETING: 6:00 PM**

Held in the City Council Chambers

**A. CALL TO ORDER**

**A.1 INVOCATION AND PLEDGE OF ALLEGIANCE**

**A.2 ROLL CALL**

**A.3 REMOVAL OF ITEM(S) FROM CONSENT AGENDA**

**B. CONSIDER APPROVAL OF CONSENT AGENDA ITEM(S)**

**B.1 [Approve minutes of the July 10, 2018 Crime Control and Prevention District Budget Workshop and Board meeting.](#)**

**C. GENERAL ITEMS**

**C.1 [Discuss and consider Resolution No. 003, canvassing the returns and declaring the results of the November 6, 2018 Special Elections.](#)**

**C.2 [Discuss and consider approval of an agreement with Power DMS as the electronic Policy and Procedure platform for the Lake Worth Police Department and authorize the City Manager to execute the agreement.](#)**

**D. ADJOURNMENT**

*All items on the agenda are for discussion and/or action.*

### Certification

I do hereby certify that the above notice of the meeting of the Lake Worth Crime Control & Prevention District Board was posted at City Hall, City of Lake Worth, Texas in compliance with Chapter 551, Texas Government Code on Friday, November 9, 2018 at 4:00 p.m.

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City Secretary

**This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 817-237-1211 ext. 105 for further information.**

The Board may confer privately with its attorney to seek legal advice on any matter listed on the agenda or on any matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Texas Government Code.

**Lake Worth Crime Control & Prevention District Board Meeting – November 13, 2018**

**Agenda Item No. B.1**

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**FROM:** Monica Solko, City Secretary

**ITEM:** Approve minutes of the July 10, 2018 Crime Control and Prevention District Budget Workshop and Board meeting.

**SUMMARY:**

The minutes of the Crime Control and Prevention District Board are approved by majority vote of the board at the Crime Control and Prevention District Board meeting.

The City Secretary's Office prepares action minutes for each Crime Control and Prevention District Board meeting. The minutes for the previous meeting are placed on the agenda for review and approval by the board, which contributes to a time efficient meeting. Upon approval of the minutes, an electronic copy will be uploaded to the City's website.

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

1. July 10, 2018 Crime Control and Prevention District Board meeting minutes.

**RECOMMENDED MOTION OR ACTION:**

Approve minutes of the July 10, 2018 Crime Control and Prevention District Budget Workshop and Board meeting.

**MINUTES OF THE SPECIAL MEETING  
OF THE CRIME CONTROL AND PREVENTION DISTRICT (CCPD)  
BOARD OF DIRECTORS OF THE CITY OF LAKE WORTH, TEXAS  
HELD IN CITY HALL, COUNCIL CHAMBERS, 3805 ADAM GRUBB  
TUESDAY, JULY 10, 2018**

**BUDGET WORKSHOP MEETING: 5:00 PM**

**A. CALL TO ORDER.**

President Bowen called the Crime Control and Prevention District (CCPD) Budget Workshop to order at 5:10 p.m.

**A.1 INVOCATION AND PLEDGE OF ALLEGIANCE.**

Pastor Zac Hatton with Lake Worth Baptist Church gave the invocation. Attendees recited the pledge of allegiance.

**A.2 ROLL CALL.**

Present:	Walter Bowen Jim Smith Ronny Parsley Pat O. Hill Gary Stuard	President Board member, Place 1 Board member, Place 4 Board member, Place 5 Board member, Place 6
Staff:	Stacey Almond Debbie Whitley Monica Solko Corry Blount	City Manager Assistant City Manager/Finance Director City Secretary Police Chief
Absent:	Clint Narmore Geoffrey White Vacant	Board member/Vice-President, Place 7 Board member, Place 2 Board member, Place 3

**B. ITEMS FOR DISCUSSION**

**B.1 PRESENTATION AND DISCUSSION OF THE REVISED 2017/2018 AND PROPOSED FY 2018/2019 CRIME CONTROL AND PREVENTION DISTRICT (CCPD) BUDGETS.**

Police Chief Corry Blount presented the item. The proposed budget for FY 2018/2019 is \$1,099,827 in revenues and \$1,097,590 in expenses.

- The proposed FY 2018/2019 budget results in a surplus of \$2,237.
- Major changes in expenses in the proposed budget are the following:
  - The CCPD budget has taken on more of the expense for training, travel & lodging, training supplies and uniforms;
  - CCPD Special Election expense;
  - Citizen Police Academy supplies and equipment. This is a new line item to assist with support of the CPA for new uniforms and equipment.
  - Staff will be proposing an increase to the TMRS (Texas Municipal Retirement System) contribution starting FY 2018/2019. The current rate is 6%, 2:1 match with a proposed increase of 7% 2:1 match. The amount from CCPD needed to fund this increase is \$14,475 which has been added to the proposed budget. If the increase of TMRS is not approved city-wide by the Council this expense will be removed and reflected as a surplus.
  - No capital equipment has been included in the proposed budget, however there is a need for two (2) CID unmarked vehicles. The cost for the two (2) vehicles is not to exceed \$60,000. The budget currently reflects a surplus of \$2,237; therefore, use of prior year fund balance would be required to purchase the vehicles. This item is at the discretion of the CCPD board and City Council.
  - The budget includes funding for the following nine (9) positions: Detective (1), Patrol Officers (4), Patrol Officer-Community Liaison (1), School Resource Officer (1), Professional Standards Officer (1), Telecommunicator (1).

The revised budget for FY 2017/2018 is \$1,078,412 revenues and \$1,111,678 expenses.

During discussion, the Council inquired about replacement vehicles, the city vehicle maintenance policy, and the estimated sales tax for the budget.

Council member Hill expressed concerns and disappointment on the upcoming item D.2. The information given to them last year on the replacement of the jail board was presented as obsolete equipment and replacement would be too costly. Funding for a new jail board was allocated and now the equipment can be salvaged.

The CCPD has no outstanding debit. If authorization for adoption is given by the CCPD Board the City Council will hold a second public hearing on August 14, 2018 at 6:30 p.m. in the Lake Worth City Council Chambers.

**NO ACTION IS NECESSARY BY BOARD.**

**C. ADJOURNMENT**

There being no further business, President Bowen adjourned the meeting of the Crime Control and Prevention District at 5:42 p.m.

**CITY OF LAKE WORTH**

By: \_\_\_\_\_  
Walter Bowen, President

**ATTEST:**

\_\_\_\_\_  
Monica Solko, TRMC  
CCPD Secretary / City Secretary

**MINUTES OF THE REGULAR MEETING  
OF THE CRIME CONTROL AND PREVENTION DISTRICT (CCPD)  
BOARD OF DIRECTORS OF THE CITY OF LAKE WORTH, TEXAS  
HELD IN CITY HALL, COUNCIL CHAMBERS, 3805 ADAM GRUBB  
TUESDAY, JULY 10, 2018**

**REGULAR MEETING**

**A. CALL TO ORDER.**

President Bowen called the Crime Control and Prevention District (CCPD) meeting to order at 5:43 p.m.

**A.1 INVOCATION AND PLEDGE OF ALLEGIANCE.**

Pastor Zac Hatton with Lake Worth Baptist Church gave the invocation. Attendees recited the pledge of allegiance.

**A.2 ROLL CALL.**

Present:	Walter Bowen Jim Smith Ronny Parsley Pat O. Hill Gary Stuard	President Board member, Place 1 Board member, Place 4 Board member, Place 5 Board member, Place 6
Staff:	Stacey Almond Debbie Whitley Monica Solko Corry Blount	City Manager Assistant City Manager/Finance Director City Secretary Police Chief
Absent:	Clint Narmore Geoffrey White Vacant	Board member/Vice-President, Place 7 Board member, Place 2 Board member, Place 3

**A.3 REMOVAL OF ITEM(S) FROM CONSENT AGENDA**

No items were removed from the consent agenda.

**B. CONSIDER APPROVAL OF CONSENT AGENDA ITEM(S)**  
**APPROVED**

**B.1 APPROVE MINUTES OF THE FEBRUARY 13, 2018 CRIME CONTROL & PREVENTION DISTRICT BOARD MEETING.**

**BOARD MEMBER PARSLEY MADE A MOTION, SECONDED BY BOARD MEMBER STUARD, TO APPROVE THE MINUTES OF THE FEBRUARY 13, 2018 CRIME CONTROL & PREVENTION DISTRICT BOARD MEETING.**

**MOTION TO APPROVE CARRIED 5-0.**

**C. PUBLIC HEARING**

**C.1 PUBLIC HEARING ON CRIME CONTROL AND PREVENTION DISTRICT PROPOSED FY 2017/2018 BUDGET AND AUTHORIZE ADOPTION.**  
**APPROVED**

President Bowen opened the public hearing on the proposed FY 2018-2019 budget and called on Corry Blount to the present the item.

Police Chief Corry Blount summarized the item. State law regarding the Crime Control and Prevention District (CCPD) requires the District's Board to hold a public hearing prior to the adoption of the budget. The notice of this public hearing was published in the Star Telegram newspaper in accordance with State law. The public hearing for the FY 2018-2019 Crime Control and Prevention District budget was advertised for 5:00 p.m., July 10, 2018. The proposed FY 2018-2019 Crime Control and Prevention District annual budget was reviewed by the Crime Control Board and the City Council on July 10, 2018 at the budget workshop. The proposed budget for FY 2018-2019 is \$1,099,827 revenues and \$1,097,590 expenses. The revised budget for FY 2017-2018 is \$1,078,412 revenues and \$1,111,678 expenses.

President Bowen asked for public comments on the proposed FY 2018-2019 budget. There being no one wishing to speak. President Bowen closed the public hearing and called for a motion.

**BOARD MEMBER SMITH MADE A MOTION, SECONDED BY BOARD MEMBER STUARD, TO APPROVE THE CCPD PROPOSED FY 2018-2019 BUDGET AS PRESENTED AND RECOMMEND ADOPTION BY CITY COUNCIL.**

**MOTION TO APPROVE CARRIED 4-1, WITH BOARD MEMBERS SMITH, PARSLEY, STUARD, AND PRESIDENT BOWEN VOTING IN FAVOR AND BOARD MEMBER HILL VOTING AGAINST.**



## **D. GENERAL ITEMS**

### **D.1 DISCUSS AND CONSIDER RECOMMENDING CITY COUNCIL APPROVAL OF ORDINANCE NO. 1115, AMENDING THE FY 2017-2018 BUDGET FOR THE CRIME CONTROL AND PREVENTION DISTRICT (CCPD).**

#### **APPROVED**

Assistant City Manager/Finance Director Debbie Whitley summarized the item. After a mid-year budget review, staff is recommending a reduction in budgeted Sales Tax revenue for FY 2017/2018. The original budget was \$1,075,000 and the actual amount is now estimated to be \$1,025,000. Due to minor estimated increases in other revenues, line item transfers have been recorded to reduce the Sales Tax revenue budget to \$1,067,448 (reduced by \$7,552), leaving the requested budget amendment amount at \$42,448. In addition, the budget amendment includes an increase in Use of Prior Year Assigned Fund Balance in the amount of \$2,950. This amount represents CCPD net auction proceeds from March 2017 that will be transferred to the General Fund for use to build a new City storage facility. The net decrease in the CCPD budgeted revenues is in the amount of \$39,498.

**BOARD MEMBER STUARD MADE A MOTION, SECONDED BY BOARD MEMBER PARSLEY, TO APPROVE ORDINANCE NO. 1115, AMENDING THE FY 2017-2018 BUDGET FOR THE CRIME CONTROL & PREVENTION DISTRICT.**

**MOTION TO APPROVE CARRIED 5-0.**

### **D.2 DISCUSS AND CONSIDER REALLOCATION OF FUNDS FROM JAIL BOARD PROJECT TO PURCHASE AN IN-CAR VIDEO SYSTEM AS WELL AS REPAIR AND RELOCATE THE JAIL BOARD DURING THE REMODEL OF THE DISPATCH AREA.**

#### **APPROVED**

Police Chief Corry Blount summarized the item. Council is being asked to reallocate the funds (\$90,000) that were allocated to purchase a new jail board during the FY 2017-2018 budget process. The funds would be used to purchase a new in-car video systems (Watch Guard) including body cameras for seven (7) vehicles and to relocate the current jail board during the dispatch remodel.

Current Jailboard funding:	\$ 90,000.00
Total cost of new video system:	\$ 65,390.00
Repair of Jailboard:	\$ 1,415.00
Removal and relocation of Jailboard:	\$ 7,215.00

The remaining \$15,980 would contribute to the overall costs of the City storage and parking lot improvements project as well as costs associated with changes to the dispatch offices.

**BOARD MEMBER SMITH MADE A MOTION, SECONDED BY BOARD MEMBER PARSLEY, TO APPROVE ITEM D.2 AS PRESENTED.**

**MOTION TO APPROVE CARRIED 5-0.**

**D.3 DISCUSS AND CONSIDER APPROVAL OF ORDER NO. 005 CALLING A REFERENDUM TO DETERMINE WHETHER THE VOTERS DESIRE TO CONTINUE THE CRIME CONTROL AND PREVENTION DISTRICT AND SALES TAX FOR THE NUMBER OF YEAR (EITHER 5, 10, 15, OR 20 YEARS) AS DETERMINED BY THE CCPD BOARD AND ALLOWED BY STATE LAW.**

**APPROVED**

City Manager Stacey Almond summarized the item. The Lake Worth Crime Control and Prevention District (CCPD) was initially authorized by voters in a special election in February 2004. An election was held in November 2008 for voters to determine if the CCPD should be reauthorized for a period of ten years. That proposition passed with the CCPD set to dissolve in 2018. Chapter 363 of the Local Government Code provides that the district may be continued, or reauthorized, upon approval by Lake Worth voters. The district may be continued only for 5, 10, 15 or 20 years. Since its inception in 2004, the Crime Control and Prevention District has generated approximately \$11.5 million through the ¼ cent sales tax to fund law enforcement services and programs. The continuation of the Crime Control and Prevention District will allow the Police Department to continue to grow, develop and professionalize its operations. It also allows Lake Worth Police personnel to remain one of Tarrant County's best equipped police agencies. This funding is critical in maintaining our community's high level of service without raising other fees and taxes. The CCPD will dissolve on June 30, 2019 unless it is reauthorized by voters. The proposed Order No. 005, orders a referendum election for the voters to vote on the reauthorization of the CCPD and the CCPD sales tax for ten years. The election will be held jointly with other political entities holding an election on November 6, 2018. The City will be entering into a contract with the Tarrant County Elections Administrator to administer the joint election. Lake Worth voters will be able to vote early at the Tarrant County Elections Center located at 2700 Premier, Fort Worth, and at the Tarrant County Sheriff's Office – North Patrol Division, 6651 Lake Worth Blvd., Lake Worth and other additional branch early voting locations throughout Tarrant County.

**BOARD MEMBER PARSLEY MADE A MOTION, SECONDED BY BOARD MEMBER STUARD, TO APPROVE ORDER NO. 005.**

**MOTION TO APPROVE CARRIED 5-0.**

**E. EXECUTIVE SESSION**

No items for this category.

**F. EXECUTIVE SESSION ITEMS – CCPD MAY TAKE ACTION ON ANY ITEMS DISCUSSED IN EXECUTIVE SESSION LISTED ON THE AGENDA.**

No items for this category.

**G. ADJOURNMENT**

There being no further business, President Bowen adjourned the meeting of the Crime Control and Prevention District at 5:53 p.m.

**CITY OF LAKE WORTH**

By: \_\_\_\_\_  
Walter Bowen, President

**ATTEST:**

\_\_\_\_\_  
Monica Solko, TRMC  
CCPD Secretary / City Secretary

# Lake Worth Crime Control & Prevention District Board Meeting – November 13, 2018

## Agenda Item No. C.1

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**FROM:** Stacey Almond, City Manager

**ITEM:** Discuss and consider approval of Resolution No. 003, canvassing returns and declaring the results of the November 6, 2018 Special Election.

**SUMMARY:**

On July 10, 2018, the Crime Control and Prevention District Board approved Order No. 005, calling a referendum to determine whether the voters desire to continue the Crime Control and Prevention District and Sales Tax for 10 years. The proposition went before the voters on November 6, 2018.

The Texas Election Code requires that the City Council meeting following the election to canvass the votes. The unofficial cumulative returns for the election were as follows:

**PROPOSITION**

“Whether the City of Lake Worth Crime Control and Prevention District should be continued for ten years and the Crime Control and Prevention District Sales Tax should be continued for ten years.”

FOR	<u>848</u>
AGAINST	<u>153</u>
TOTAL NUMBER OF VOTES CAST:	<u>1,318</u>

The proposition received a favorable majority vote.

Because there is a potential for some provisional votes or outstanding overseas ballots, the unofficial results are subject to change prior to the canvass. Provisional voting is part of the Help America Vote Act of 2002 and is designed to allow persons who might not otherwise qualify to vote at a polling place to cast a provisional ballot. Some of the reasons a voter may cast a provisional ballot include a voter who asserts he/she is registered to vote but whose name does not appear on the voter registration list, a voter who was unable to produce his/her voter registration certificate or another form of voter identification, or a voter who is registered to vote but is attempting to vote at a precinct other than the precinct in which the voter is registered. The Early Voting Ballot Board will determine, based on State regulations, whether the provisional ballots can be accepted or rejected.

Once the Board has completed these processes, the unofficial results will be updated to reflect any changes. Should there be changes they will be provided prior to the canvass the revised unofficial results and a revised resolution.

**Lake Worth Crime Control & Prevention District Board Meeting – November 13, 2018**

**Agenda Item No. C.1**

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**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 003.
2. Tarrant County Election Cumulative Report

**RECOMMENDED MOTION OR ACTION:**

Move to approve Resolution No. 003, canvassing returns and declaring the results of the November 6, 2018 Special Election.

## **RESOLUTION NO. 003**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LAKE WORTH CRIME CONTROL AND PREVENTION DISTRICT CANVASSING THE RESULTS OF THE NOVEMBER 6, 2018 SALES TAX SPECIAL ELECTION.**

**WHEREAS**, on November 6, 2018, an election was held in accordance with Chapter 363 of the Texas Local Government Code for the purpose of determining whether the citizens of Lake Worth desired to continue the Crime Control and Prevention District for a period of ten years and to continue the Crime Control and Prevention District sales tax; and

**WHEREAS**, state law requires that the Board of the Crime Control and Prevention District of the City of Lake Worth canvass this election; and

**WHEREAS**, on November 6, 2018, the Board of the Crime Control and Prevention District canvassed the vote of said election; and

**WHEREAS**, the canvass showed the following results:

#### **CRIME CONTROL AND PREVENTION DISTRICT PROPOSITION:**

**Whether the City of Lake Worth Crime Control and Prevention District should be continued for ten years and the Crime Control and Prevention District sales Tax Should be continued for ten years:**

For	848
Against	153

Therefore, the Crime Control and Prevention District Proposition was approved by 695 votes. The total number of votes cast in the election was 1,318.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CRIME CONTROL AND PREVENTION DISTRICT OF THE CITY OF LAKE WORTH, TEXAS, THAT:**

#### **SECTION 1.**

The Board of Directors of the Lake Worth Crime Control and Prevention District finds that the results of the election as set forth above are correct and the canvass o votes is hereby approved.

**SECTION 2.**

The Board of Directors of the Lake Worth Crime Control and Prevention District declares and orders that the proposition on the continuation of the Crime Control and Prevention District passed.

**SECTION 3.**

This resolution shall be effective from and after its passage.

**PASSED AND APPROVED** this 13th day of November 2018.

**CITY OF LAKE WORTH**

\_\_\_\_\_  
Walter Bowen, President

**ATTEST:**

\_\_\_\_\_  
Monica Solko, Secretary

**Tarrant County — Joint General and Special Elections — November 06, 2018**

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11/07/2018 01:22 AM

**Total Number of Voters : 630,919 of 1,134,484 = 55.61%**

Precincts Reporting 704 of 704 = 100.00%

Party	Candidate	Absentee	Early	Election	Total
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Figure 1: Schematic representation of the experimental design. The diagram illustrates the sequence of events in the experiment. It starts with a fixation cross, followed by a stimulus (a 3x3 grid of colored squares). The stimulus is labeled 'Stimulus'. The response is a 3x3 grid of colored squares, labeled 'Response'. The feedback is a 3x3 grid of colored squares, labeled 'Feedback'. The sequence is shown for three different conditions: 'Condition 1', 'Condition 2', and 'Condition 3'. The stimulus and response grids are labeled 'Stimulus' and 'Response' respectively. The feedback grid is labeled 'Feedback'. The sequence is shown for three different conditions: 'Condition 1', 'Condition 2', and 'Condition 3'.

**City of Lake Worth Proposition A, Vote For 1**

For	75	87.21%	561	83.86%	212	86.18%	848	84.72%
Against	11	12.79%	108	16.14%	34	13.82%	153	15.28%
	<hr/>							
Cast Votes:	86	86.00%	669	73.19%	246	80.92%	1,001	75.95%
Over Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Under Votes:	14	14.00%	245	26.81%	58	19.08%	317	24.05%

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
4	4	100.00%	1,318	2,771	47.56%



**Agenda Item No. C.2**

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**From:** Corry Blount, Chief of Police

**Item:** Discuss and consider approval of agreement with Power DMS as the electronic Policy and Procedure platform for the Lake Worth Police Department. Power DMS will replace our current platform, Lexipol.

**Summary:**

In November 2017, the Lake Worth Police Department adopted Lexipol Inc. as its electronic policy and procedure platform. Adoption of Lexipol was in support of the department's efforts to achieve near-term Texas Police Chief's Best Practices Accredited status.

Discussions with Lexipol indicated that their new Texas manual would meet or exceed TPCA policy requirements. During the 2017-2018 period as we wrote and built our new policy manual, it became obvious that our needs would not be met by the Lexipol product in its current state. Many of the proposed changes and adaptation for Texas customers did not materialize as we were told prior to our subscription to the product.

The Department began exploring other options and eventually chose Power DMS to replace our current policy and procedure platform. The Power DMS product provides not only policy management, but training, testing and accreditation management as well. In addition, Power DMS may be accessed through a mobile application for access anywhere, anytime.

One of the most attractive features of Power DMS, for Texas users, is its intended TPCA Best Practices design. It is designed around the TPCA Best Practices accreditation process.

After analyzing this product and speaking with other area users, Command Staff believes this product will exceed our policy platform needs.

Some examples of other agencies in DFW currently using Power DMS include Keller PD, Southlake PD, Watauga PD, Colleyville PD, North Richland Hills PD, Hurst PD, Flower Mound PD, Lewisville PD, Frisco PD, Carrollton PD, Addison PD and Ft. Worth PD among many others.

**Fiscal Impact:**

- Recurring annual subscription cost - \$2932.00. A onetime initial Basic Services fee will be included in our first annual payment of \$3932.00. Subsequent annual payments will be reduced to \$2932.00.
- Current Lexipol cost is \$10981 – Total annual savings vs. Lexipol \$8049

**Attachments:**

- **Subscription Quote**
- **Software Agreement**
- **W-9**
- **Sole Source Letter**

**Recommended Motion or Action:**

Staff recommends approval of this agreement.



## Subscription Quote

### Contract Details

**Account Number:** A-39248  
**Customer:** Lake Worth Police Department (TX)  
**Sales Rep:** Bryan Giguere

### Order Details

**Order #:** Q-41574  
**Order Date:**  
**Valid Until:**  
**Initial Term:** 12

### Customer Contact

**Billing Contact:** Lake Worth Police Department (TX)  
Corry Blount  
**Address:** 3805 Adam Grubb  
Lake Worth, TX 76135

**Billing Contact Email:** cblount@lakeworthtx.org  
**Phone:** 817-237-1224  
**Fax:**

### Payment Terms

**Payment Term:** Net 30  
**PO Number:**

**Notes:** PowerDMS suite -Annually  
TPAC -Annually  
Basic -One-time cost

### Subscription Service

Item	Type	Qty	Total
SDMS-AS	Recurring	33	\$1,782.00
Annual PowerDMS.com hosted subscription fee			
TPCA Manual (TX LE Standards)	Recurring	1	\$0.00
View Standards manual electronically.			
PowerDMS Standards for TPCA	Recurring	1	\$1,150.00
Attach proofs to show compliance with TPCA Standard, assign assessment tasks, track revisions, and status-based grading.			
Basic Services Fee	Services	1	\$1,000.00
Up to 10 hours of remote training; Access to our self-paced learning portal, live training webinars, training tutorials, and quicksheets. One-time implementation fee.			
<b>TOTAL:</b>			<b>\$3,932.00</b>

### Additional Terms and Conditions

**Payment Terms** All invoices issued hereunder are **due upon the invoice due date**. The fees set forth in this Quotation Sheet are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable.

**Terms & Conditions** Unless otherwise agreed in writing by PowerDMS and Licensee, this Quotation Sheet and the services to be furnished pursuant to this Quotation Sheet are subject to the terms and conditions set forth here: <http://www.powerdms.com/terms-and-conditions/>. The Effective Date (as defined in the online terms and conditions of this Software as a Service Agreement) shall be the date set forth below.

### Lake Worth Police Department (TX)

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

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

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

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

**THE INFORMATION AND PRICING CONTAINED IN THIS QUOTATION SHEET IS STRICTLY CONFIDENTIAL**

**POWERDMS, INC.**  
**SOFTWARE AS A SERVICE AGREEMENT**

**THIS SOFTWARE AS A SERVICE AGREEMENT (“Agreement”)** is entered into by and between **POWERDMS, INC. (“Vendor”)** and \_\_\_\_\_ (**“Customer”**). The term (**“Term”**) of this Agreement shall begin on the date on which both parties have executed it (**“Effective Date”**).

**Recitals**

**WHEREAS**, Vendor provides services (**“Vendor Services”**) using Vendor’s software (**“Vendor Software”**) and access-controlled website (**“Vendor Site”**) which Customer desires to use for the management of Customer’s documents, records and data (collectively, **“Customer Content”**); and

**WHEREAS**, Customer desires to obtain a subscription (**“Customer Subscription”**) for certain Vendor Services in accordance with the provisions of (a) this Agreement and (b) one or more quotation sheets (each a **“Quotation Sheet”**) entered into by and between the parties, each of which shall specify the Vendor Services included in each Customer Subscription (**“Subscription Services”**), the term of the Customer Subscription (each a **“Subscription Term”**) and the fees applicable to the Customer Subscription (**“Subscription Fees”**).

**NOW, THEREFORE**, in consideration of the parties' mutual promises contained in this Agreement, the parties, intending to be legally bound, agree as follows:

**1. Use of Subscription Services.**

**a)** Subject to the terms and conditions of this Agreement, Vendor grants Customer and Customer’s designated users (**“Users”**) the nonexclusive right to use the Subscription Services during the Subscription Term.

**b)** Neither Customer nor any User will (i) modify, translate, or create derivative works of the Vendor Services, Vendor Software or Vendor Site (collectively, **“Vendor Technology”**); (ii) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Vendor Software's source code or any other technology used by Vendor to provide the Vendor Service; (iii) sublicense, resell or distribute any Vendor Technology in any manner or form; (iv) share login credentials for the Subscription Services with other parties; (v) “frame” or “mirror” the Vendor Services or Vendor Site; or (vi) use or permit any User to use the Vendor Technology from any location outside of the United States.

**c)** Customer is responsible for maintaining the security and confidentiality of all User usernames and passwords and for all activities that occur under Customer’s User accounts.

Customer agrees to notify Vendor immediately of any unauthorized use of any username or password or account or other known or suspected breach of security.

**d)** Customer will have sole responsibility, and Vendor assumes no responsibility, for the Customer Content. Without limiting the foregoing, Customer will not submit, or permit any of its Users to submit, to the Vendor Services any Customer Content or other materials (collectively “**Restricted Materials**”) that are

- Illegal or illegally created or obtained;
- false or misleading ;
- defamatory;
- indecent or obscene;
- threatening;
- infringing of any third party rights;
- invasive of personal privacy;
- subject to mandatory public disclosure by Vendor except in accordance with Customer’s written instructions to Vendor;
- protected by the Health Insurance Portability Accountability Act (HIPAA);
- Restricted Data, as that term is defined in Title 28, Part 20, Code of Federal Regulations; or
- Personally Identifiable Information (PII), other than the PII respecting each User required for such User to be able to log into and utilize the Subscription Services.

**e)** Customer shall comply with all applicable laws in using the Vendor Services.

**f)** Vendor may, from time to time, adopt and update rules for permitted and appropriate use of the Vendor Services. Upon delivery to Customer, or publication on the Vendor Site, of any such rules or updates, any further use of the Subscription Services by Customer and Customer’s Users shall be subject to such rules.

**g)** Vendor reserves the right, in addition to any other remedies available to it, to suspend any User account or User activity if Vendor believes such account or activity (i) is the source of disruption of the Vendor Services or harm to the systems or infrastructure of Vendor or any third party, (ii) is being used to conduct illegal activity or activity that could potentially expose Vendor to legal liability, or (iii) has been used to submit Restricted Materials to the Vendor Services, or (iv) otherwise violates the terms and conditions set forth in this Agreement or any rules adopted by Vendor with respect to the use of the Vendor Services.

**h)** The Vendor Services are subject to modification from time to time at Vendor’s sole discretion; provided that any such modification will not degrade the functionality of the Subscription Services in any material manner, except as required by applicable law. Vendor will use reasonable efforts to give Customer prior written notice of any material modification.

**2. Fees.** Subscription Fees for each Customer Subscription shall be payable in the amounts and upon the terms specified in the Quotation Sheet. Vendor reserves the right to adjust Subscription Fees upon the expiration of any Subscription Term, with any such adjustment to be reflected in the Quotation Sheet issued by Vendor to Customer with respect to the following Subscription Term. Except as expressly provided in this Agreement, Subscription Fees are nonrefundable. Late payments shall be subject to a charge of 1.5% per month on any outstanding balance or the maximum permitted by law, whichever is lower, plus all reasonable expenses and fees of collection.

**3. Customer Content.**

**a)** As between Customer and Vendor, all Customer Content submitted to the Vendor Services by Customer or by Customer's Users will remain the sole property of Customer or such Users. Subject to the terms and conditions of this Agreement, Customer grants to Vendor a non-exclusive license to use, copy, store, transmit and display Customer Content to the extent reasonably necessary (i) to provide, maintain and improve the Vendor Services and (ii) to confirm compliance with the terms of this Agreement.

**b)** During the Term of this Agreement, Customer may extract Customer Content at any time through the Subscription Services. For a period of ninety (90) days after the end of the Term, Customer Content will be furnished to Customer upon written request. Thereafter, Vendor shall have no further obligation to retain any Customer Content.

**c)** Except as authorized by Customer (in this Agreement or otherwise) or required under applicable law, Vendor shall not disclose any Customer Content to anyone other than Vendor's employees or subcontractors who are bound by confidentiality obligations and who need to know the same to perform Vendor's obligations hereunder. The confidentiality obligations set forth in this paragraph (i) will survive for one (1) year after the termination or expiration of this Agreement, and (ii) do not apply to Customer Content which is (A) already in the possession of Vendor and not subject to a confidentiality obligation to Customer; (B) independently developed by Vendor; (C) publicly disclosed through no fault of Vendor; or (D) rightfully received by Vendor from a third party that is not under any obligation to keep such information confidential.

**4. Ownership of Vendor Technology.** Vendor retains all rights in the Vendor Technology, including, without limitation, any intellectual property developed by Vendor during the course of its performance of any services for Customer. Except as expressly provided in this Agreement, no license or other right is granted to Customer or its Users in the Vendor Technology. The Vendor name, the Vendor logo, and the product names associated with the Vendor Technology are trademarks of Vendor or third parties, and they may not be used without Vendor's prior written consent.

## **5. Indemnification.**

**a)** Vendor will defend, indemnify, and hold Customer (and its Users, officers, directors, employees and agents) harmless from and against all costs, liabilities, losses, and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") incurred in connection with any third party claim, suit, action, or proceeding arising from the actual or alleged infringement of any United States copyright, patent, trademark, or misappropriation of a trade secret by the Subscription Services. In case of such a claim, Vendor may, in its sole discretion and at its sole cost, procure a license that will protect Customer against such claim, replace the Subscription Services with a comparable non-infringing service, or terminate the Subscription Service without fault, provided that in case of such a termination, Customer will receive a pro-rata refund of the applicable Subscription Fees. The obligations contained in this paragraph will not apply to the extent that the alleged infringement would not exist without: (i) modification of any Vendor Technology by Customer or any User, (ii) combination by Customer or any User of any Vendor Technology with any third party technology, (iii) continued use of any Vendor Technology by Customer or any User more than thirty (30) days after Customer is notified of the alleged infringement or modifications that would have avoided the alleged infringement, or (iv) used by Customer or any User of any Vendor Technology in breach of this Agreement.

**b)** Customer will defend, indemnify, and hold Vendor (and its officers, directors, employees and agents) harmless from and against all Losses incurred in connection with Customer's breach of Section 1 (Use of Site and Services).

**c)** In case of any claim that is subject to indemnification under this Agreement, the party that is indemnified ("**Indemnitee**") will provide the indemnifying party ("**Indemnitor**") reasonably prompt notice of the relevant claim. Indemnitor will defend and/or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and will tender the defense and settlement of any action or proceeding covered by this Section to the Indemnitor upon request. Claims may be settled without the consent of the Indemnitee, unless the settlement includes an admission of wrongdoing, fault or liability.

## **6. Disclaimers and Limitations.**

**a)** THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY VENDOR. THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. THE VENDOR TECHNOLOGY IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS. CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING WHETHER THE SUBSCRIPTION SERVICES ARE SUITABLE FOR CUSTOMER'S PURPOSES. VENDOR DOES NOT WARRANT THAT USE OF THE VENDOR TECHNOLOGY WILL BE ERROR-FREE OR UNINTERRUPTED. VENDOR MAKES NO WARRANTY THAT THE VENDOR TECHNOLOGY COMPLIES WITH THE LAWS OF ANY JURISDICTION OUTSIDE THE UNITED STATES.

**b)** Except with regard to liability for the indemnity obligations under Section 5 (Indemnification) or Customer's breach of Section 1 (Use of Site and Services), in no event will either party's aggregate liability exceed the Subscription Fees required to be paid by the Customer to Vendor during the twelve (12) month period ending on the date on which the relevant claim is submitted. In no event will either party be liable for any indirect, special, incidental, consequential damages of any type or kind (including, without limitation, loss of data, revenue, profits, use or other economic advantage).

**c)** If the Subscription Services are impacted by any incident resulting in data loss, Vendor will take commercially reasonable steps to restore the Customer Content from the most recent existing, unaffected backup available. Vendor makes no representations or warranties regarding its ability to recover any Customer Content lost, and Customer acknowledges that it is responsible for conducting its own regular backups of Customer Content through the Subscription Services.

**d)** Third party services or content might be accessible through the Vendor Services. Vendor is not responsible for, and makes no warranty respecting, any such services or content.

## **7. Term and Termination**

**a)** The Term of this Agreement shall begin on the Effective Date and end on the first anniversary of the Effective Date or, if later, after the Subscription Terms for all Customer Subscriptions have expired.

**b)** The Subscription Term of each Customer Subscription shall be as set forth in the Quotation Sheet for the Subscription. A Quotation Sheet issued by Vendor to Customer shall be deemed to be effective if Customer (i) executes and returns it to Vendor or (ii) remits payment to Vendor of the Subscription Fees specified in it.

**c)** Either party may terminate this Agreement and any Quotation Sheet at any time in the event that the other party (i) breaches any material term of this Agreement or such Quotation Sheet and fails to cure such breach within thirty (30) days after written notice thereof; or (ii) becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law, or is wound up or liquidated, voluntarily or otherwise.

**d)** Upon termination of this Agreement for any reason, Customer and Users shall cease all use of Vendor Services and, except as provided in Section 8 (Survival of Provisions), all rights and obligations of the parties hereunder, apart from Customer's accrued financial obligations, shall automatically cease. Notwithstanding the foregoing, termination shall not affect or prejudice any right or remedy that a party possesses with respect to any breach of this Agreement occurring on or before the date of termination.

**8. Survival of Provisions.** The following Sections, and all defined terms used therein, shall survive termination: all definitions, 1(b)-(e) (Use of Subscription Services), 3 (Customer Content), 4 (Ownership of Vendor Technology), 5 (Indemnification), 6 (Disclaimers and Limitations), 7 (Term and Termination), 8 (Survival of Provisions), 9 (Notice), and 10 (Miscellaneous).

**9. Notice.** Vendor may give notice by means of electronic mail to Customer's email address on record in Customer's account or by written communication sent by first class mail or by courier service to Customer's address on record in Customer's account. Such notice will be deemed to have been given upon the expiration of 72 hours after mailing (if sent by first class mail) or sending by courier or 24 hours after sending (if sent by email), or, if earlier, when actually received. Customer may give notice to Vendor by email to [accounting@powerdms.com](mailto:accounting@powerdms.com). A party may, by giving notice, change its applicable address, email, or other contact information.

## **10. Miscellaneous**

**a) Choice of Law.** This Agreement will be interpreted in accordance with the laws of the State of Florida and applicable federal law, without regard to conflict of laws principles.

**b) Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal, or unenforceable provision will not affect any other provisions, and this Agreement will be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from this Agreement.

**c) No Agency.** No joint venture, partnership, employment, or agency relationship exists between Customer and Vendor as a result of this Agreement or use of any Vendor Services.

**d) No Waiver.** The failure of a party to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision.

**e) Force Majeure.** If the performance of this Agreement by either party (other than the payment of Subscription Fees by Customer) is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of such party, that party will be excused from such performance to the extent that it is prevented, hindered or delayed by such causes.

**f) Authority.** Each of the undersigned represents and warrants that he or she has full legal authority to bind the party for which he or she purports to execute this Agreement by signing below.



**g) Assignment.** This Agreement may not be assigned by Customer without the prior written approval of Vendor but may be assigned by Vendor to (i) a parent or subsidiary, (ii) an acquirer of all or substantially all of Vendor's assets involved in the operations relevant to this Agreement, or (iii) a successor by merger or other combination. Any purported assignment in violation of this Section will be void. This Agreement may be enforced by and is binding on permitted successors and assigns.

**h) Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

**i) Entire Agreement.** This Agreement and any Quotation Sheets in effect between the parties comprise, together, the entire agreement between Customer and Vendor and supersede all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment or modification to this Agreement shall be binding unless in writing and signed by an authorized representative of each party. This Agreement supersedes, and shall not be modified or amended by, any standard terms and conditions contained or referenced in any Quotation Sheet, purchase order or other communication between Vendor and Customer.

**IN WITNESS WHEREOF,** the parties hereby execute this Agreement to be effective on the date on which both parties have signed it.

**VENDOR**

**CUSTOMER**

**PowerDMS, Inc.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>PowerDMS, Inc</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. <b>100 S Garland Avenue Suite 300</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Orlando, FL 32801</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
5	9	-	3	6	6	8	8	5

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► <b>1-14-2018</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

## Re: Sole Source Letter

To Whom It May Concern:

PowerDMS serves over 3,000 customers in the fields of law enforcement, fire, corrections, health care and elsewhere. This letter confirms that PowerDMS is the only cloud-based software as a service ("SaaS") platform that combines document management, training management and accreditation management, and electronically links that content to alert users whenever a change may impact compliance. Other capabilities, including side-by-side comparison and Public Facing Document functionality are unique to PowerDMS and empower customer organizations to reduce risk, increase efficiency, and drive accountability by simplifying how they manage their most crucial content.

This letter also confirms that PowerDMS is the exclusive software option for demonstrating compliance with the accreditation standards for the following entities:

- Commission on Accreditation for Law Enforcement Agencies
- Accreditation Association for Ambulatory Health Care
- Commission for Florida Law Enforcement Accreditation
- South Carolina Law Enforcement Accreditation
- Maine Law Enforcement Accreditation Program
- Illinois Law Enforcement Accreditation Program
- Pennsylvania Law Enforcement Accreditation Program
- New Jersey Law Enforcement Accreditation Program
- Tennessee Law Enforcement Accreditation Program
- New Mexico Municipal League Accreditation Programs

No software other than PowerDMS is authorized by these accrediting bodies as a means to achieve or prove compliance or attain accreditation.

Sincerely,



**Scott Shapiro**  
SVP, Sales

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