

AGENDA

**Regular Meeting of the Bedford City Council
Tuesday, September 28, 2010
2000 Forest Ridge Drive
Bedford, Texas**

**Conference Room Work Session 5:30 p.m.
Council Chambers Regular Session 6:30 p.m.**

**COMPLETE COUNCIL AGENDAS AND BACKGROUND INFORMATION ARE AVAILABLE FOR REVIEW
ONLINE AT <http://www.ci.bedford.tx.us>**

WORK SESSION

- Review and discuss items on the regular agenda and consider placing items for approval by consent.
- Hear a presentation by representatives of Torch Creative regarding preliminary sketches for the City of Bedford's new logo.

EXECUTIVE SESSION

To convene before the Regular Session, if time permits, in the conference room in compliance with Section 551.001 et. seq. Texas Government Code, to discuss the following:

- a) Section 551.071(2), Consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code: to receive advice regarding K2 ordinance and regulations.
- b) Section 551.071(2), Consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code: to receive advice regarding community revitalization program.

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Pastor Kevin Smith, Faith Christian Fellowship Church)

PLEDGE OF ALLEGIANCE

OPEN FORUM

(The public is invited to address the Council on any topic that is posted on this agenda. Citizens desiring to speak on Public Hearing(s) must do so at the time the Public Hearing(s) are opened. In order to speak during Open Forum a person must first sign in with the City Secretary prior to the Regular Session being called to order. Speakers will be called upon in the order in which they sign in. Any person not signing in prior to the commencement of the Regular Session shall not be allowed to speak under Open Forum. Further, Open Forum is limited to a maximum of 30 minutes. Should speakers not use the entire 30 minutes Council will proceed with the agenda. At the majority vote of the Council the Mayor may extend the time allotted for Open Forum.)

CONSIDER APPROVAL OF ITEMS BY CONSENT

COUNCIL RECOGNITION

1. Recognition of the following Fire Department employees for a Bedford Employee Commitment Award (BECA):
 - Josh Brown, Firefighter II
 - Clifford “Kiki” Box, Fire LT
 - Jonathon Ferguson, Firefighter II
 - Leo Warren, Fire Engineer
2. Proclamation recognizing October 2010 as Fire Prevention Month in the City of Bedford.
3. Proclamation recognizing October 2010 as Crime Prevention Month in the City of Bedford.
4. Proclamation recognizing October 5, 2010 as the official day for National Night Out.
5. Presentation of the Texas Festival & Events Zenith Awards for excellence in event marketing and management.
6. Employee Service Recognition

APPROVAL OF THE MINUTES

7. Consider approval of the following City Council minutes:
 - a) September 14, 2010 regular meeting

NEW BUSINESS

8. Public hearing of an ordinance Repealing and Replacing Ordinance #01-2626 entitled The Comprehensive Land Use Plan (2001) and adopting The Bedford Comprehensive Land Use Plan (2010).
9. Consider a resolution authorizing the City Manager to enter into an agreement with Paradigm Traffic Systems, Inc. in the amount of \$771,595 for the Advanced Traffic Management System Equipment.
10. Consider a resolution to accept bids and authorize the City Manager to enter into a contract with Reliable Paving, Inc. for the Shady Brook Drive Handicap Ramps in the amount of \$46,973.40.
11. Consider a resolution authorizing the City Manager to enter into an interlocal agreement with the City of Fort Worth in the amount of \$47.00 per voucher to allow for the collection and disposal of household hazardous waste for Bedford households at the permanent collection site from October 1, 2010 to September 30, 2011.
12. Consider a resolution authorizing amendments to the following employee personnel policies:
 - VI (While at Work) Employee Break Policy
 - VI (While at Work) Computer and Electronic Resources Policy
 - VI (While at Work) Software Copyright and Licensing Policy
13. Consider a resolution authorizing the City Manager to enter into contract with Dr. Roy Yamada, M.D., Fort Worth, Texas, to provide medical control services for the City of Bedford’s emergency medical operations.
14. Consider a resolution authorizing the City Manager to purchase a mobile satellite data system and related components from Satellite and Wireless Solutions, LIC, in the amount of \$30,891.

15. Consider a resolution authorizing the City Manager to enter into an agreement between the City of Bedford, Texas and Motorola, Inc in the amount of \$46,160.66 for support and maintenance of the trunk radio infrastructure and for the trunk radio system manager.
16. Consider a resolution authorizing the City Manager to enter into an agreement between the City of Bedford, Texas and the North Richland Hills Radio Frequency (RF) Consortium in the amount of \$26,036.40 to provide continuous maintenance to subscriber radios and auxiliary equipment to obtain maximum performance.
17. Consider a resolution authorizing the City Manager to amend an agreement between the City of Bedford and Nextel Partners Operating Corp., a wholly owned subsidiary of Nextel Partners, Inc., a Delaware Corporation, and Nextel of Texas, Inc., a wholly-owned indirect subsidiary of Sprint Nextel Corporation, a Kansas corporation (collectively, "Nextel").
18. Council member reports
19. City Manager/Staff reports
 - a) Present report on the 2010 City of Bedford Blues & BBQ Festival.
 - b) Present report on the FY 09/10 aquatics season.
20. Take any action necessary as a result of the Executive Session.
(Any item on this posted agenda may be discussed in executive session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.)

ADJOURNMENT

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window in a display cabinet at the City Hall of the City of Bedford, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Friday, September 24, 2010 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

Michael Wells, City Secretary

Date Notice Removed

(Auxiliary aids and services are available to a person when necessary to afford an equal opportunity to participate in City functions and activities. Auxiliary aids and services or accommodations should be requested forty-eight (48) hours prior to the scheduled starting time of a posted council meeting by calling 817.952.2101.)



COUNCIL WORK SESSION

PRESENTER:

Roger Fisher, Councilmember

ITEM:

Hear a presentation by representatives of Torch Creative regarding preliminary sketches for the City of Bedford's new logo.

DISCUSSION:

In April the City Council authorized the City Manager to enter into a contractual agreement with Torch Creative to develop a logo and tag line in order to begin the process of rebranding the City.

Representatives from Torch presented the City Council with a vision statement in August. The next step in this process is to present the sketches for approval and to receive additional direction.

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

N/A



COUNCIL AGENDA BACKGROUND

PRESENTER:

Beverly Queen, City Manager

ITEM:

Recognition of the following Fire Department employees for a Bedford Employee Commitment Award (BECA):

- Josh Brown, Firefighter II
- Clifford "Kiki" Box, Fire LT
- Jonathon Ferguson, Firefighter II
- Leo Warren, Fire Engineer

DISCUSSION:

The BECA is part of the City of Bedford's employee recognition program. In order for an employee to receive a BECA, he/she must display "above and beyond the call of duty" conduct or actions in their daily job function or other types of meritorious actions or conduct.

Any citizen, business owner or employee may nominate a City employee for a BECA by completing a form. The nominations are reviewed on a periodic basis by the City's senior management team. The senior management team then votes on the nominations.

These fire department employees were nominated by their Battalion Chief, Mark Williams, when the department received a phone call from a citizen they had assisted. While driving down Pipeline they came upon this citizen who was stranded with a flat tire. These Fire Department employees saw her and stopped to help. They started to change the tire when they discovered that the spare tire was also flat. They took the tire to an automotive shop, had the spare repaired and changed the tire. The citizen called the Fire Department to express her thanks and to relay to management "how nice and polite these gentlemen were during her time of need." In his note of thanks to these employees, Deputy Chief James Richardson commented, "Once again, you have shown the public your exceptional attitude toward customer service. Keep up the good work!"

RECOMMENDATION:

Staff recommends the following:

That the Mayor and City Council formally recognize Josh Brown, Clifford Box, Jonathon Ferguson and Leo Warren for their outstanding contribution to the City of Bedford.

FISCAL IMPACT:

Funds are budgeted in FY 09/10 budget account 01-20-22-8135.

ATTACHMENTS:

N/A



COUNCIL AGENDA BACKGROUND

PRESENTER:

Mayor Jim Story

ITEM:

Proclamation recognizing October 2010 as Fire Prevention Month in the City of Bedford.

DISCUSSION:

Fire Prevention Month is a nationwide effort held each October to encourage Americans to take simple steps to prevent fire emergencies in their homes, businesses and schools. The goal of Fire Prevention Month is to increase public awareness about the importance of preparing for fire emergencies and to encourage individuals to take action. The Fire Department will host an Open House with live demonstrations and citizen interaction at the Central Fire Station, Saturday, October 23, 2010 from 10:00 a.m. until 2:00 p.m. The Fire Department will present fire safety and fire prevention programs in the schools. A fire prevention poster contest will follow allowing over 4,000 students to enter and illustrate what they have learned from the programs.

The national fire prevention theme for 2010 is Smoke Alarms “A sound you can live with”.

Fire Chief James Tindell and Kirt White will be accepting the proclamation.

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

Proclamation

Office of the Mayor



Proclamation

City of Bedford, Texas

WHEREAS, public safety remains a top priority in the City of Bedford; and safety from fire is important both to citizens and our firefighters, who put their lives on the line with every response to fire; and

WHEREAS, the 2010 Fire Prevention Week theme is "Smoke Alarms: A sound you can live with"; and

WHEREAS, the citizens of Bedford must take action to prevent fires and to protect themselves if fire strikes; and, awareness of simple safety practices can help lower fire death and injury rates; and

WHEREAS, working smoke alarms on every level and a home fire escape plan and regular drills are essential of every household in Bedford; and

WHEREAS, the City of Bedford and the Bedford Fire Department are committed to the safety and well being of all citizens and visitors to this community.

NOW, THEREFORE, let it be known that I, Jim Story, Mayor of the City of Bedford, and the City Council do hereby proclaim the month of October 2010 as:

Fire Prevention Month

and call upon the citizens of the City of Bedford to install smoke alarms and plan and practice fire drills. This month is commemorated across North America and supported by the public safety efforts of fire departments, schools and other safety advocates, in conjunction with the National Fire Protection Association.

*In witness whereof, I have hereunto set my hand and caused the
City of Bedford seal to be affixed this
28th day of September, 2010.*

JIM STORY, MAYOR



COUNCIL AGENDA BACKGROUND

PRESENTER:

Mayor Jim Story

ITEM:

Proclamation recognizing October 2010 as Crime Prevention Month in the City of Bedford.

DISCUSSION:

In 1984, the National Crime Prevention Council designated October as Crime Prevention Month. Every year since then government agencies, civic groups, schools, businesses, and youth organizations have reached out to educate the public, showcase their accomplishments, and explore new partnerships during this special month.

October has become the official month for recognizing and celebrating the practice of crime prevention, while promoting awareness of important issues such as victimization, volunteerism, and creating safer, more caring communities. The month-long celebration spotlights successful crime prevention efforts on the local, state, and national levels.

Police Chief David Flory and Technical Sergeant Randy Gardner will be accepting this proclamation.

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

Proclamation

Office of the Mayor



Proclamation

City of Bedford, Texas

WHEREAS, the vitality of our city depends on how safe we keep our homes, neighborhoods and communities; and

WHEREAS, crime and fear of crime destroy our trust in others and in institutions, threatening the community's health, prosperity and quality of life; and

WHEREAS, people of all ages must be made aware of what they can do to prevent themselves, their families, neighbors and co-workers from being harmed by drugs, violence and other crime; and

WHEREAS, the personal injury, financial loss, and community deterioration resulting from crime are intolerable and require investment from the whole community; and

WHEREAS, crime prevention initiatives must include self-protection and security, but they must go beyond these to promote collaborative efforts to make neighborhoods safer for all ages and to develop positive educational and recreational opportunities for young people; and

WHEREAS, adults must invest time, resources and policy support in effective prevention and intervention strategies for youth, and teens must be engaged in driving crime from their communities; and

WHEREAS, effective crime prevention programs excel because of partnerships among law enforcement, other government agencies, civic groups, schools, faith communities, businesses, and individuals as they help to nurture community responsibility and instill pride.

NOW, THEREFORE, let it be known that I, Jim Story, Mayor of the City of Bedford, and the City Council do hereby proclaim the month of October 2010 as:

Crime Prevention Month

in the City of Bedford and urge all citizens, government agencies, public and private institutions and businesses to invest in the power of prevention and work together for the common good.

*In witness whereof, I have hereunto set my hand and caused the
City of Bedford seal to be affixed this
28th day of September, 2010.*

JIM STORY, MAYOR



COUNCIL AGENDA BACKGROUND

PRESENTER:

Mayor Jim Story

ITEM:

Proclamation recognizing October 5, 2010 as the official day for National Night Out.

DISCUSSION:

The 27th Annual National Night Out is a unique, inexpensive crime/drug prevention event that is scheduled for Tuesday, October 5, 2010.

National Night Out was designed to: (1) heighten crime and drug prevention awareness; (2) generate support for, and participation in, local anticrime efforts; (3) strengthen neighborhood spirit and police-community partnerships; and (4) send a message to criminals letting them know neighborhoods are organized and fighting back.

From 7 to 10 p.m. on October 5th, residents from Bedford and across Texas are asked to lock their doors, turn on outside lights and spend the evening outside with neighbors and police. Many neighborhoods throughout Bedford will be hosting a variety of special events such as block parties, cookouts and visits from officers within the Community Services Division.

Police Chief David Flory and Technical Sergeant Randy Gardner will be accepting the proclamation.

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

Proclamation

Office of the Mayor



Proclamation

City of Bedford, Texas

WHEREAS, National Night Out, "America's Night Out Against Crime," was introduced by the National Association of Town Watch, a nonprofit crime prevention organization, in 1983; and

WHEREAS, the 27th annual National Night Out Against Crime is a nation-wide event designed to promote neighborhood safety; and

WHEREAS, National Night Out activities are designed to heighten crime and drug prevention awareness, generate participation in local anti-crime programs, strengthen neighborhood spirit and community partnerships, and send a message to criminals that neighborhoods are organized and fighting back; and

WHEREAS, on October 5th neighborhoods across Texas will turn on porch lights in observance of National Night Out.

NOW, THEREFORE, let it be known that I, Jim Story, Mayor of the City of Bedford, and the City Council do hereby proclaim October 5, 2010 as:

National Night Out

in the City of Bedford and urge all citizens of Bedford to support National Night Out by hosting and participating in neighborhood events and activities.

*In witness whereof, I have hereunto set my hand and caused the
City of Bedford seal to be affixed this
28th day of September, 2010.*

JIM STORY, MAYOR



COUNCIL AGENDA BACKGROUND

PRESENTER:

Wendy Hartnett, Special Events Manager

ITEM:

Presentation of the Texas Festival & Events Zenith Awards for excellence in event marketing and management.

DISCUSSION:

The 2009 Bedford Blues & BBQ Festival competed for Texas Festival & Events Association (TFEA) Zenith Awards with other festivals with budgets from \$250,001 - \$750,000. More than 395 individual entries were received in the various categories. The City of Bedford earned the following awards:

- 1st Place – Best Magazine Display Ad
- 1st Place – Best Sponsor Solicitation Video
- 2nd Place – Best Miscellaneous Multimedia
- 3rd Place – Best TV Promotion
- 3rd Place – Best Event Website

Ms. Hartnett will be presenting the awards to the Mayor and City Council.

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

N/A



COUNCIL AGENDA BACKGROUND

PRESENTER:

Beverly Queen, City Manager

ITEM:

Employee Service Recognition

DISCUSSION:

The following employees have completed a service period and are eligible for recognition:

- | | | |
|--------------------|---------|-------------------|
| ✓ Adrianna Arreola | 5 yrs. | Police Department |
| ✓ Mark Mertens | 5 yrs. | Fire Department |
| ✓ Joseph Laverty | 10 yrs. | Public Works |
| ✓ Albert Tuttle | 10 yrs. | Public Works |
| ✓ Tommy Peterson | 30 yrs. | Development |

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

N/A



COUNCIL AGENDA BACKGROUND

PRESENTER:

Michael Wells, City Secretary

ITEM:

Consider approval of the following City Council minutes:
a) September 14, 2010 regular session

DISCUSSION:

N/A

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

Minutes

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in work session at 6:00 p.m., and regular session at 6:30 p.m. in the Council Chamber of City Hall, 2000 Forest Ridge Drive on the 14th day of September 2010 with the following members present:

Jim Story	Mayor
Chris Brown	Council Members
Ray Champney	
Roger Fisher	
Jim Griffin	
Roy Savage	
Roy W. Turner	

Constituting a quorum.

Staff present included:

Beverly Queen	City Manager
David Miller	Deputy City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Cliff Blackwell	Director of Administrative Services
David Flory	Police Chief
Mirenda McQuagge-Walden	Managing Director of Community Services
Maria Redburn	Library Manager
Bill Shelton	Public Works Superintendent
Bill Syblon	Development Director
James Tindell	Fire Chief

WORK SESSION

Mayor Story called the work session to order at 6:00 p.m.

- **Review and discuss items on the regular agenda and consider placing items for approval by consent.**

Council discussed placing the following item(s) on consent: 2, 6, 8, 9, 10, 11, 12, 14, 15, and 16.

- **Discuss and set dates for Board and Commission interviews, for a joint meeting with the Park and Recreation Board, and dates for November council meetings.**

Council discussed setting dates for the upcoming Board and Commission interviews, for a joint meeting with the Parks and Recreation Board as well as the Council meeting dates in November. Council was of the consensus to hold the joint meeting with the Parks and Recreation Board on Thursday, November 11, the Board and Commission interviews Tuesday, November 16, and to keep the second meeting in November Tuesday, November 23.

- **Explanation of Atmos Energy's Steel Service Line Replacement Program.**

Managing Director of Community Services Mirenda McQuagge-Walden introduced Jeff Knights, Vice President of Operations for Atmos Energy Mid-Tex Region, who presented information to Council regarding their upcoming steel service line replacement program. The steel service program is part of the RRM that was discussed and reviewed earlier during the Council work session. This program is going to replace approximately 100,000 steel service lines in the Mid-Tex service area within the next two years. This program is part of an agreement worked out with the Atmos Steering Committee coalition cities, of which Bedford is a part. The replacement of the service lines is based on a model agreed upon between Atmos and the Railroad Commission and includes factors such as the age of lines, the material, and the proximity to buildings. The steel lines would be replaced with plastic or poly service lines. There was no timeframe for when replacement of lines would start in Bedford. However, if there is a leak on a steel service line, that line would be replaced. Leaks on the main may either be replaced or repaired with a leak clamp. \$0.15 will be added to residents' bills for service line replacement. At this time the priority is the replacement of service lines as opposed to the mains. Council asked for periodic reports detailing gas leaks in the City.

REGULAR SESSION 6:30 P.M.

Regular session began at 6:30 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Story called the meeting to order.

INVOCATION (Reverend Cameron Williams, Mid-Cities Community Church)

Reverend Cameron Williams of Mid-Cities Community Church gave tonight's invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

OPEN FORUM

Nobody chose to speak under tonight's Open Forum.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilman Champney, seconded by Councilman Turner to approve the following items by consent: 2, 6, 8, 9, 10, 11, 12, 14, 15, and 16

Motion approved 7-0-0. Mayor Story declared the motion carried.

COUNCIL RECOGNITION

1. Presentation of the Texas Municipal Library Directors Association Achievement of Excellence Award for 2009 to the Bedford Public Library.

Jana Prock, Treasurer of the Texas Municipal Library Directors Association and Director of the Keller Public Library, presented the TMLDA for 2009 to Library Manager Maria Redburn and the Bedford Public Library. This is an annual award given by the TMLDA to libraries that demonstrate their service excellence through 10 service criteria. Out of 565 libraries in the State of Texas, 19 received this award including Bedford. Ms. Redburn wanted to recognize Regina Stone and Jeannie Green at the Library who worked very hard on putting the notebook together in order to receive the award.

APPROVAL OF THE MINUTES

2. Consider approval of the following City Council minutes:
 - a) August 24, 2010 regular session

This item was approved by consent.

NEW BUSINESS

3. Consider and act upon an ordinance amending the schedule of sewer rates by amendment of Section 1., Ordinance No. 09-2942; providing a repealing clause, providing a severability clause; and declaring an effective date.

Director of Administrative Services Cliff Blackwell presented information regarding this ordinance as well as the ordinance on the next item. City staff has worked diligently with Pros Consulting on the water and sewer rates. As explained in the budget work session, staff has had meetings with the Trinity River Authority looking at the budgetary impact for providing sewer services to the City which is approximately \$345,000. Staff recognizes that the water and sewer fund cannot afford this type of impact. In working with Pros Consulting, staff is recommending a 12% increase in sewer rates to help with cash flow and to meet revenue requirements and costs for FY 2011. This will mean an increase in the residential rate from \$9.71 to \$10.88 and the volume rate from \$1.54 to \$1.72 per 1000 gallons. The City's financial policy is to have a working capital of 145 days in the water and sewer fund; this increase in rates will increase the working capital by 21 days. Council requested that staff look into obtaining a breakdown of the Tarrant Regional Water District budget.

Motioned by Councilman Turner, seconded by Councilman Champney, to approve an ordinance amending the schedule of sewer rates by amendment of Section 1., Ordinance No. 09-2942; providing a repealing clause, providing a severability clause; and declaring an effective date.

Motion approved 7-0-0. Mayor Story declared the motion carried.

4. Consider and act upon an ordinance amending the schedule of water rates by amendment of Section 1., Ordinance No. 09-2941; providing a repealing clause, providing a severability clause; and declaring an effective date.

Motioned by Councilman Champney, seconded by Councilman Savage, to approve an ordinance amending the schedule of water rates by amendment of Section 1., Ordinance No. 09-2941; providing a repealing clause, providing a severability clause; and declaring an effective date.

Motion approved 7-0-0. Mayor Story declared the motion carried.

5. Consider and act upon an ordinance adopting the annual budget for the City of Bedford, Texas for the fiscal period of October 1, 2010 through September 30, 2011; levying taxes for 2010; providing for intra-fund and/or intra-departmental transfers; providing for investment of idle funds; and declaring an effective date.

Director of Administrative Services Cliff Blackwell presented information regarding this ordinance. Staff has worked very hard on the budget and each and every department deserves credit for the work they have done. When the budget was first presented to Council on June 30, it had eight frozen positions, a reduction in tuition reimbursement, and each department had made a 5% across the board cut. The recommended tax rate was 49.5 cents. Since then, there has been a public hearing and additional changes have been made to the budget including adjustments to revenue from franchise fees, the tax rate was moved down to the effective rate, the debt portion of the tax rate was increased to fully fund the debt for the new Library, the revitalization program was reduced, and a reimbursement from the Storm Water Fund to the General fund was included. The water and sewer rates, which were approved earlier during tonight's meeting, have also been included in the budget. The proposed budget contains

\$58,978,357 in revenues and \$58,080,366 in expenditures.

Motioned by Councilman Champney, seconded by Councilman Turner to move that property taxes be increased by the adoption of a tax rate of \$0.491609 per \$100.00 valuation; and approve an ordinance adopting the annual budget for the City of Bedford, Texas for the fiscal year October 1, 2010 through September 30, 2011.

Motion approved 7-0-0. Mayor Story declared the motion carried.

- 6. Consider an ordinance of the City Council of the City of Bedford, Texas approving a negotiated resolution between Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division, regarding the company's third rate review mechanism filing.**

This item was approved by consent.

- 7. Consider a resolution to ratify the property tax increase as reflected in the 2010/2011 City of Bedford Program of Services (Budget).**

Motioned by Councilman Champney, seconded by Councilman Griffin, to approve a resolution to ratify the property tax increase as reflected in the 2010/2011 City of Bedford Program of Services (Budget).

Motion approved 7-0-0. Mayor Story declared the motion carried.

- 8. Consider a resolution accepting the City of Bedford Investment Policy.**

This item was approved by consent.

- 9. Consider a resolution authorizing the emergency expenditure of \$27,054 for unexpected water line repairs on Cummings Drive and Murphy Drive to preserve the public health, safety, and welfare of the citizens of the City of Bedford.**

This item was approved by consent.

- 10. Consider a resolution authorizing the City Manager or her designee to approve Change Order No. One with Hall Albert Construction, L.P. for a reduction in the contract amount of \$29,417.50 for the 2010 Sanitary Sewer Collection System Rehabilitation.**

This item was approved by consent.

- 11. Consider a resolution authorizing the City Manager to execute a change order with Harrison, Walker and Harper for the construction of three custom service points for the new Bedford Public Library in the amount of \$63,684.20.**

This item was approved by consent.

- 12. Consider a resolution authorizing the City Manager to purchase and install security equipment for the new Bedford Public Library from Stanley Security Solutions in the amount of \$26,579.**

This item was approved by consent.

- 13. Consider a resolution accepting the purchase of naming rights for the Technology Center located in the new Bedford Public Library by Jim and Becky Wilkes in the amount of \$25,000.**

Library Manager Maria Redburn presented information regarding this resolution. Jim and Becky Wilkes have lived in Bedford for 26 years and as long time Library users wanted to give back to the community. They believe that libraries play an integral part in literacy and access to technology. Per the City's

naming policy, the City Council must approve the naming of any City facility or property. Their donation will help fund the computer center which will have 20 computers available to citizens. The Wilkes' will have a glass plaque outside the computer center, the directory will list the center as the Jim and Becky Wilkes Technology Center and their names will be listed on the glass donor wall.

Motioned by Councilman Champney, seconded by Councilman Griffin, to approve a resolution accepting the purchase of naming rights for the Technology Center located in the new Bedford Public Library by Jim and Becky Wilkes in the amount of \$25,000.

Motion approved 7-0-0. Mayor Story declared the motion carried.

14. Consider a resolution authorizing the City Manager to enter into a lease agreement with ARTSNET relative to the Trinity Arts Building located within the Bedford Boys Ranch Park.

This item was approved by consent.

15. Consider a resolution authorizing the City Manager to reimburse the City of Hurst for 50% of the appraised value of the Senior Citizens Center in accordance with the Intergovernmental Contract between the cities of Bedford and Hurst dated March 10, 1981.

This item was approved by consent.

16. Consider a resolution authorizing the City Manager to change a Council meeting date in October from October 26, 2010 to October 19, 2010 and schedule the December meetings as December 7, 2010 and December 14, 2010.

This item was approved by consent.

17. Discussion on adding/creating an additional \$.50 citizen donation to water bill for the new Library. *Item requested by Councilman Griffin**

Councilman Griffin requested this item be placed on the agenda for discussion. There has been considerable discussion at the Library Foundation and the Library Board to find a way that all citizens can contribute to the Library in a small way. It would involve the same approach as is currently done with the Parks and Recreation donation. Logistically, since the water bill can only support one donation, donations would need to be split between the Library and the Park Board. Council was of the consensus to support the program. Councilman Griffin will first consult with the Parks and Recreation Board and then staff will bring back a resolution to Council establishing the donation program and an action plan with timeframes for implementation of the program.

18. Council member reports

No Council member gave a report at tonight's meeting.

19. City Manager/Staff reports

✓ **Update on "Dog Park" Complaint**

Development Director Bill Syblon presented an update on the recent dog park complaint. He stated that staff has been researching what other communities have done with dog parks in their zoning ordinances. Materials will be presented at the next Planning and Zoning meeting and a zoning amendment will be brought to Council in October. The change in the zoning would entail requiring a specific use permit to create a dog park and would have requirements regarding fencing and the maximum number of animals allowed. Mr. Syblon will let the resident who complained know what has happened with this issue.

20. Take any action necessary as a result of the Executive Session.

No action was necessary as a result of Executive Session.

ADJOURNMENT

Mayor Story adjourned the meeting at 7:28 p.m.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary



COUNCIL AGENDA BACKGROUND

PRESENTER:

Bill Syblon, Development Director
Dan Boutwell, Municipal Planning Resources Group, Inc.

ITEM:

Public hearing of an ordinance repealing and replacing Ordinance #01-2626 entitled The Comprehensive Land Use Plan (2001) and adopting The Bedford Comprehensive Land Use Plan (2010).

DISCUSSION:

The Comprehensive Plan of a city is the primary document that maps out the desired future land uses and relationships between those land uses. This is a visionary document that puts into both narrative and graphic formats the “plans” for the City of Bedford.

The City Council has charged City staff with the task of developing and presenting a new, updated Comprehensive Plan, one that will address the issues required of a mature city. Citizens have been invited to participate in this update effort through surveys and public meetings.

Planning efforts included development of comprehensive land use goals, completion of a citizen survey, development of a method of receiving citizen input, development of the proposed revised Comprehensive Land Use Plan, and preparation of a brochure to document the plan. These efforts have taken approximately ten months to date, which is within the twelve month window originally estimated by staff to complete the effort.

The planning efforts have been summarized in the Comprehensive Land Use Plan Brochure, which the City Council reviewed in a workshop held on August 27, 2010. No significant changes have been proposed since the Council viewed the Plan at that date, with the exception of added verbiage incorporating a Cultural District into the Plan. The Comprehensive Land Use Map has also been revised to indicate a potential area where this district may be located.

Significant elements of this brochure plan include:

1. A statement of goals which are generally structured to promote value and quality in future development
2. A demographic summary which indicates the City is near a build-out population of approximately 50,000 persons
3. A summary of the citizen survey which supports the emphasis on quality development and high values
4. A summary of land use principles to guide all future land use decisions
5. Summary text describing future land uses and providing a future land use map
6. An emphasis on selected commercial focus areas for future study
7. The recommendation of a Cultural District Area and probable boundaries
8. Description of areas of historic importance and possible actions regarding a designated heritage area
9. A description of existing thoroughfare classifications
10. An endorsement of existing park planning efforts
11. A discussion of implementation actions for the Comprehensive Land Use Plan

This will not be the last time the Comprehensive Plan will be updated. The dynamics of planning require, by its very nature, that cities periodically assess their direction. However, this update effort will provide a fresh vision for the future, pursuing new opportunities while focusing on maintaining the value of property and the quality of life in Bedford. The planning process will continue with other special studies and additional fine tuning in the future.

The Planning and Zoning Commission has reviewed the latest changes and has recommended approval of the Brochure Plan to the City Council.

RECOMMENDATION

Staff recommends the following motion:

Approval of an ordinance repealing and replacing Ordinance #01-2626 entitled The Comprehensive Land Use Plan (2001), and adopting The Bedford Comprehensive Land Use Plan (2010).

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance
Exhibit A: Brochure Plan
Minutes of Planning and Zoning Commission Meetings on the following dates: 01/28/10, 02/25/10, 03/11/10, 03/25/10, 05/27/10, 07/08/10, 08/26/10
Copy of Survey Results

ORDINANCE NO. 10-

AN ORDINANCE OF THE CITY OF BEDFORD, TEXAS REPEALING AND REPLACING ORDINANCE NO. 01-2626 BEING THE COMPREHENSIVE LAND USE PLAN (2001) AND ADOPTING THE BEDFORD COMPREHENSIVE LAND USE PLAN (2010), WHICH IS TITLED; PROVIDING FOR AN EXHIBIT "A", BEING A BROCHURE PLAN TITLED 'CITY OF BEDFORD, TEXAS— COMPREHENSIVE LAND USE PLAN; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 113 of the Local Government Code provides for municipalities to adopt comprehensive plans for the long-range development of the municipality; and,

WHEREAS, the City Council of Bedford, Texas has determined that direction is necessary to guide the long range physical development efforts of the City; and,

WHEREAS, the City Council of Bedford, Texas has determined the City's Comprehensive Land Use Plan prepared in 2001 and adopted by authority of Ordinance No. 01-2626 does not reflect the goals for future development; and,

WHEREAS, the City Council of Bedford, Texas has charged City staff and Planning and Zoning Commission to develop a plan to implement a future land development plan; and,

WHEREAS, during the planning process, workshops were conducted with the Planning and Zoning Commission and the City Council; and,

WHEREAS, all said workshops and meetings have been open to the public for input; and,

WHEREAS, the City Council held a public hearing on September 28, 2010, for the purpose of receiving public input and subsequently adopted the "City of Bedford, Texas, Comprehensive Land Use Plan".

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

SECTION 1. That Ordinance No. 01-2626, being the Comprehensive Land Use Plan (2001) be repealed and replaced with a new document attached as Exhibit 'A' and titled, 'The City of Bedford, Texas, Comprehensive Land Use Plan' (2010) as the comprehensive land use planning document for the City of Bedford.

SECTION 2. That this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Bedford and this ordinance shall not operate to repeal or affect the Code of Ordinances of the City of Bedford or any other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such Code of Ordinances or any other ordinances are hereby repealed.

SECTION 3. That it is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without

the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4. That the City Secretary of the City of Bedford is hereby directed to engross and enroll this ordinance by copying the caption and the effective date clause in the minutes of the City Council and filing the ordinance in the ordinance records of the City.

SECTION 5. That this ordinance shall be in full force and effect from and after its passage and it is so ordained.

PRESENTED AND PASSED this 28h day of September 2010, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

EXHIBIT A FOR THIS ITEM IS
AVAILABLE FOR VIEWING IN
THE CITY SECRETARY'S OFFICE.

PLANNING AND ZONING COMMISSION
MEETING MINUTES OF JANUARY 28, 2010

APPROVED

request does not include the expansion. However, the applicant is still showing this expansion on the site plan for possible future expansion.



The Commission reconvened into Work Session at approximately 8:00 p.m., and discussed the City of Bedford Comprehensive Land Use Plan Amendment.

REGULAR SESSION

The Planning and Zoning Commission reconvened in the Council Chamber at 7:00 p.m., and the regular session began.

CALL TO ORDER

INVOCATION

Commissioner Reese gave tonight's invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

OFFICER ELECTIONS

1. Chairman Lambert asked the Commission to nominate and elect the Planning and Zoning Chairman. The Commission discussed the elections and made an acclimation to re-elect John Lambert as Chairman.

Motion: Commissioner Reese made a motion to re-elect John Lambert as Chairman.

Commissioner Carlson seconded the motion.

Motion approved 7-0-0. Chairman Lambert declared the vote approved, electing John Lambert as Chairman.

Chairman Lambert asked the Commission to nominate and elect the Planning and Zoning Vice Chairman. The Commission discussed the elections and made an acclimation to re-elect Jim Davisson as Vice-Chairman.

Motion: Commissioner Stroope made a motion to re-elect Jim Davisson as Vice Chairman.

Commissioner Reese seconded the motion.

Motion approved 7-0-0. Chairman Lambert declared the vote approved, electing Jim Davisson as Vice Chairman.

APPROVAL OF MINUTES

2. Consider approval of the Planning and Zoning Commission minutes of January 14, 2010 regular meeting.

Motion: Vice Chairman Davisson made a motion to approve the meeting minutes of January 14, 2010, correct as written.

PLANNING AND ZONING COMMISSION
MEETING MINUTES OF JANUARY 28, 2010

APPROVED

Commissioner Carlson seconded the motion and the vote was as follows:

Motion approved 6-0-1. Chairman Lambert declared the motion carried.

PUBLIC HEARING

3. Zoning Case Z-202, public hearing and consider request of Kim Kyongnam to rezone property known as Tract 3A, Block 15, Stonegate Addition, Bedford, Texas from Light Commercial to Light Commercial/ Specific Use Permit/Banquet and Meeting Facilities. The property is generally located south of State Highway 183 and east of Brown Trail.

Chairman Lambert recognized Consultant City Planner Dan Boutwell who reviewed Zoning Case Z-202.

Chairman Lambert recognized Kim Kyongnam, 2001 Highway 360 #8304, Euless, Texas, who was there to represent this application.

Chairman Lambert opened the public hearing recognized the following who spoke in opposition to this application:

John Starr, 94 Regents Park, Bedford, Texas
Dana Attaguile, 90 Regents Park, Bedford, Texas

The Commission discussed the application. The following were noted: revise site plan to remove the proposed building expansion, illustrate landscaping in front of the building, list the occupant capacity, and Mr. Boutwell re-evaluate the parking calculations for a banquet hall.

Motion: Commissioner East made a motion to table Zoning Case Z-202 to the February 11, 2010 meeting and left the public hearing open.

Commissioner Reese seconded the motion.

Motion approved 6-1-0. Chairman Lambert declared the motion approved.

ADJOURNMENT

Chairman Lambert adjourned the meeting at 7:55 p.m.

Chairman Lambert adjourned the Work Session at 9:30 p.m.

John Lambert, Chairman
Planning and Zoning Commission

ATTEST:

Yolanda Diaz, Planning and Zoning Secretary

PLANNING AND ZONING COMMISSION
MEETING MINUTES OF FEBRUARY 25, 2010

APPROVED

This application has been tabled from the previous meeting to provide additional information on the site plan particular to parking and uses. The Fire Marshal has indicated a capacity for this 3,763 s.f. structure as being 250 persons. Parking calculations were further considered based upon these figures.

Only the existing proposal is being considered in this application. Future expansions may require an amendment to the Specific Use Permit, if required by the zoning ordinance.



The Commission reconvened into Work Session at approximately 7:00 p.m., and discussed the City of Bedford Comprehensive Land Use Plan Amendment.

REGULAR SESSION

The Planning and Zoning Commission reconvened in the Council Chamber at 6:30 p.m., and the regular session began.

CALL TO ORDER

INVOCATION

Commissioner Reese gave tonight's invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

APPROVAL OF MINUTES

1. Consider approval of the Planning and Zoning Commission minutes of January 28, 2010 regular meeting.

Motion: Commissioner Stroope made a motion to approve the meeting minutes of January 28, 2010, correct as written.

Commissioner East seconded the motion and the vote was as follows:

Motion approved 6-0-0. Chairman Lambert declared the motion carried.

PUBLIC HEARING

2. Zoning Case Z-202, public hearing and consider request of Kim Kyongnam to rezone property known as Tract 3A, Block 15, Stonegate Addition, Bedford, Texas from Light Commercial to Light Commercial/ Specific Use Permit/Banquet and Meeting Facilities. The property is generally located south of State Highway 183 and east of Brown Trail. (Tabled from the meeting of January 28, 2010.)

Chairman Lambert recognized Consultant City Planner Dan Boutwell who reviewed Zoning Case Z-202. Mr. Boutwell stated the revised material received satisfied comments from staff.

PLANNING AND ZONING COMMISSION
MEETING MINUTES OF FEBRUARY 25, 2010

APPROVED

Chairman Lambert recognized Kim Kyongnam, 2001 Highway 360 #8304, Euless, Texas, who was there to represent this application.

Chairman Lambert stated the public hearing had been left open from the January 2, 2010 meeting and asked if there was anyone present to speak about this application and there being no one to speak closed the public hearing.

The Commission discussed the application.

Motion: Commissioner East made a motion to approve Zoning Case Z-202 with the stipulation: The applicant meet the parking and landscaping requirement as indicated on the site plan.

Commissioner Carlson seconded the motion.

Motion approved 6-0-0. Chairman Lambert declared the motion approved.

ADJOURNMENT

Chairman Lambert adjourned the Regular Session at 6:55 p.m.



Chairman Lambert adjourned the Work Session at 8:46 p.m.

John Lambert, Chairman
Planning and Zoning Commission

ATTEST:

Yolanda Diaz, Planning and Zoning Secretary

PLANNING AND ZONING COMMISSION
MEETING MINUTES OF MARCH 11, 2010

APPROVED

this date this is the only building constructed. Parking and landscape requirements have been satisfied by the original approved site plan.



The Commission reconvened into Work Session at 7:34 p.m., and discussed the City of Bedford Comprehensive Land Use Plan Amendment.

REGULAR SESSION

The Planning and Zoning Commission reconvened in the Council Chamber at 7:00 p.m., and the Regular Session began.

CALL TO ORDER

INVOCATION

Commissioner Stroope gave tonight's invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

APPROVAL OF MINUTES

1. Consider approval of the Planning and Zoning Commission minutes of February 25, 2010 regular meeting.

Motion: Vice Chairman Davidson made a motion to approve the meeting minutes of February 25, 2010, correct as written.

Commissioner Carlson seconded the motion and the vote was as follows:

Motion approved 6-0-1. Chairman Lambert declared the motion carried.

PUBLIC HEARING

2. Zoning Case Z-203, public hearing and consider request of Paul Moss to rezone property known as Lot 1, Block 1, The Shops at Cheek Sparger Addition, Ste. 170, Bedford, Texas from Heavy Commercial to Heavy Commercial/Specific Use Permit/Outside Seating Establishment. The property is generally located south of Cheek-Sparger Road and west of State Highway 121.

Chairman Lambert recognized Commissioner Smeltzer who excused himself from hearing this case.

Chairman Lambert recognized Consultant City Planner Dan Boutwell who reviewed Zoning Case Z-203. Mr. Boutwell stated the revised material received satisfied comments from staff.

Chairman Lambert recognized Paul Moss, 4204 SW Green Oak Boulevard, Arlington, Texas, who was there to represent this application.

PLANNING AND ZONING COMMISSION
MEETING MINUTES OF MARCH 11, 2010

APPROVED

Chairman Lambert opened the public hearing and recognized Betty Rucker, 4000 Woodpark Lane, Bedford, Texas. Ms. Rucker inquired about the location of the outside seating.

Chairman Lambert closed the public hearing.

The Commission discussed the application and the following concerns were noted:

- Usage of outside seating area end at 11:00 p.m.
- Outside seating lighting be directed away from the residential area and must be fully shielded.
- Outside seating noise level not be a nuisance to the neighborhood.

Motion: Chairman Davisson made a motion to approve Zoning Case Z-203 with the following stipulation:

- Usage of outside seating area end at 11:00 p.m.
- Outside seating lighting be directed away from the residential area and be fully shielded.

Commissioner Carlson seconded the motion.

Motion approved 6-0-0. Chairman Lambert declared the motion approved.

ADJOURNMENT

Chairman Lambert adjourned the Regular Session at 7:34 p.m.

 Chairman Lambert adjourned the Work Session at 8:31 p.m.

John Lambert, Chairman
Planning and Zoning Commission

ATTEST:

Yolanda Diaz, Planning and Zoning Secretary

PLANNING AND ZONING COMMISSION
WORK SESSION MINUTES OF MARCH 25, 2010

APPROVED

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The Planning and Zoning Commission of the City of Bedford, Texas, met in work session at 6:00 p.m. in City Hall, 2000 Forest Ridge Drive on the 25th day of March 2010, with the following members present:

John Lambert	Chairman
Jim Davisson	Vice Chairman
Tom Stroope	Members
Todd Carlson	
Bill Reese	
Gary Sanders (Alternate)	
Roger Smeltzer (Alternate)	

Constituting a quorum.

Commissioners Kavanagh and East on were absent from tonight's work session.

Staff present included:

Bill Syblon	Development Director
Dan Boutwell	Planning Consultant
Yolanda Diaz	Planning and Zoning Secretary

(The following items were considered in accordance with the official agenda posted by March 19, 2010).

WORK SESSION

Chairman Lambert called the work session to order at 6:00 p.m.

The following items were discussed:

- The article for the City Magazine will be ready early April.
- The Survey Monkey link will be sent via e-mail to the Commission early April.
- The City of Bedford Comprehensive Land Use Plan, Amendment A-023: brochure and map revisions.
- Zoning Ordinance, "HC" Highway Corridor Overlay District, Amendment A-024.
- Legal notices would need to be sent to property owners for the proposed highway overlay district. Staff was asked to consult with the city attorney about the appropriate postage to use.

PLANNING AND ZONING COMMISSION
WORK SESSION MINUTES OF MAY 27, 2010

APPROVED

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The Planning and Zoning Commission of the City of Bedford, Texas, met in work session at 6:00 p.m. in City Hall, 2000 Forest Ridge Drive on the 27th day of May 2010, with the following members present:

John Lambert	Chairman
Jim Davisson	Vice Chairman
Tom Stroope	Members
Bill Reese	
Todd Carlson	
Ken East	
Karen Kavanagh	
Bill Gary Sanders (Alternate)	

Constituting a quorum.

Commissioner Smeltzer was absent from tonight's work session.

Staff present included:

Bill Syblon	Development Director
Dan Boutwell	Planning Consultant
Yolanda Diaz	Planning and Zoning Secretary

(The following items were considered in accordance with the official agenda posted by May 24, 2010).

WORK SESSION

Chairman Lambert called the work session to order at 6:00 p.m.

The following items were discussed:

- 
- Mr. Boutwell discussed the City of Bedford Comprehensive Land Use Plan brochure and map revisions.
 - By June 4th, the proposed Comprehensive Land Use Goals and the Survey Monkey comments will be sent to the Commission for their comments.
 - The Commission discussed the Comprehensive Land Use Plan, and recommended changes to the entry feature symbols and the Legend.

**PLANNING AND ZONING COMMISSION
WORK SESSION MINUTES OF JULY 8, 2010**

APPROVED

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The Planning and Zoning Commission of the City of Bedford, Texas, met in work session at 6:00 p.m. in City Hall, 2000 Forest Ridge Drive on the 8th day of July 2010, with the following members present:

John Lambert	Chairman
Tom Stroope	Members
Todd Carlson	
Bill Reese	
Ken East	
Gary Sanders (Alternate)	
Roger Smeltzer (Alternate)	

Constituting a quorum.

Commissioners Kavanagh and Vice Chairman Davisson were absent from tonight's work session.

Staff present included:

Bill Syblon	Development Director
Dan Boutwell	Planning Consultant
Yolanda Diaz	Planning and Zoning Secretary

(The following items were considered in accordance with the official agenda posted by July 2, 2010).

WORK SESSION

 Chairman Lambert called the work session to order at 6:00 p.m.

The following items were discussed:

- The City of Bedford Comprehensive Land Use Plan brochure was edited and there were suggested revisions to the brochure.
- After revisions are made to the Comprehensive Land Use brochure, staff will present the brochure at the July 27, 2010 City Council work session. This is to give Council the opportunity to view the brochure mid-way through the amendment process.

ADJOURNMENT

Chairman Lambert adjourned the Work Session at 7:20 p.m.

PLANNING AND ZONING COMMISSION
MEETING MINUTES OF AUGUST 26, 2010

APPROVED

Chairman Lambert declared the motion carried.

PUBLIC HEARING



2. Public Hearing, discussion and action on City of Bedford Comprehensive Land Use Plan Amendment.

Chairman Lambert recognized Consultant City Planner Dan Boutwell who reviewed the City of Bedford Comprehensive Land Use Plan Amendment. Mr. Boutwell gave a Power Point Presentation.

Mr. Boutwell stated there was going to be a Cultural District section added to the Comp Plan as discussed in the work session.

Chairman Lambert opened the public hearing and there being no one to speak, closed the public hearing.

The Commission discussed the application.

Motion: Commissioner Carlson made a motion to recommend the adoption the City of Bedford Comprehensive Land Use Plan Amendment and add a Cultural District.

Vice Chairman Davisson seconded the motion.

Motion approved 7-0-0. Chairman Lambert declared the motion approved.

ADJOURNMENT

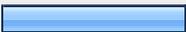
Chairman Lambert adjourned the Work Session at 7:31 p.m.

John Lambert, Chairman
Planning and Zoning Commission

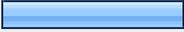
ATTEST:

Yolanda Diaz, Planning and Zoning Secretary

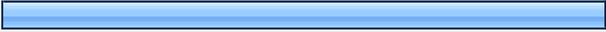
City of Bedford Comprehensive Plan Survey

1. Where do you live?			Response Percent	Response Count
East of S.H. 121			6.8%	16
West of S.H. 121, North of S.H. 183, and East of Central Dr.			27.8%	65
West of Central Dr. and North of Harwood Rd.			23.9%	56
South of Harwood Rd. and North of S.H. 183/121			14.1%	33
South of S.H. 183/121 and West of Forest Ridge Dr.			12.0%	28
South of S.H. 183/121 and East of Forest Ridge Dr.			14.1%	33
Business or Property Owner, but not resident			0.4%	1
Other (please specify)			0.9%	2
			answered question	234
			skipped question	1

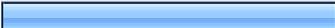
2. How long have you been a resident (or business owner) in Bedford?

	Response Percent	Response Count
Less than one year 	4.3%	10
One to five years 	17.0%	40
Five to ten years 	17.0%	40
Ten to fifteen years 	18.3%	43
Fifteen to twenty years 	16.2%	38
Over twenty years 	27.2%	64
answered question		235
skipped question		0

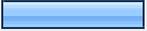
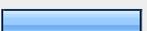
3. Do you own or lease/rent your home?

	Response Percent	Response Count
Own 	91.9%	216
Lease/Rent 	8.1%	19
answered question		235
skipped question		0

4. Which of the following vocational possibilities best describes your status?

	Response Percent	Response Count
Business owner/operator of a business loated inside Bedford 	4.7%	11
Business owner/operator of a business located outside Bedford 	5.1%	12
Employed by a business located inside Bedford 	9.4%	22
Employed by a business located outside Bedford 	50.9%	119
Business located primarily in or from a home located in Bedford 	3.8%	9
Full-time homemaker 	4.7%	11
Currently not in the workforce 	2.1%	5
Retired from the workforce 	17.1%	40
None of the above 	2.1%	5
<i>answered question</i>		234
<i>skipped question</i>		1

5. What would you say are the top three (3) most critical land planning issues facing Bedford today? (Check only three)

		Response Percent	Response Count
Lack of planning for growth		11.5%	25
Increased attention to planning for growth		13.3%	29
Discouraging more retail development		3.7%	8
Encouraging more retail development		36.7%	80
Increasing the quality of retail development		43.6%	95
Encouraging heavy industrial development (smoke stacks, emmissions, etc.)		0.0%	0
Encouraging light industrial development (warehousing, assmeby plants, light manufacturing, etc.)		11.9%	26
Providing more oppourtunities for different types of housing (apartments, zero lot line, garden homes, etc.)		2.8%	6
Traffic circulation needs		21.1%	46
Street road condition/maintenance		21.6%	47
Increasing neighborhood parks & open space opportunities		13.3%	29
Increasing acive park opportunities (ballfields and organized sports)		3.2%	7
Increasing passive park oppourtunities (play areas, trails, picnic facilities, open spaces}		20.6%	45
Increase code enforcement		23.4%	51
Relax code enforcement		3.2%	7

Maintain current tax rates	<input type="checkbox"/>	16.1%	35
Lower current tax rates	<input type="checkbox"/>	17.9%	39
Encourage environmental responsibility with solar generated energy regulations	<input type="checkbox"/>	11.9%	26
Encourage environmental responsibility with wind generated energy regulations	<input type="checkbox"/>	5.5%	12
Other (please specify)	<input type="checkbox"/>	13.3%	29
		<i>answered question</i>	218
		<i>skipped question</i>	17

6. How important do you feel the following development types are to the value of property and the quality of life in Bedford?

	Very Important	Important	Unimportant	Very Unimportant	No Opinion	Rating Average	Response Count
1 to 2 story office buildings	12.8% (27)	49.3% (104)	21.8% (46)	6.2% (13)	10.0% (21)	2.51	
Multi-story office buildings	7.2% (15)	35.6% (74)	35.1% (73)	12.5% (26)	9.6% (20)	2.82	
Corporate office development	15.3% (32)	56.0% (117)	14.8% (31)	7.2% (15)	6.7% (14)	2.34	
Major retail development	40.8% (86)	37.9% (80)	11.8% (25)	5.2% (11)	4.3% (9)	1.94	
Neighborhood retail stores	34.1% (72)	47.9% (101)	11.8% (25)	3.8% (8)	2.4% (5)	1.92	
Exterior appearance of businesses (aesthetics)	59.6% (127)	33.8% (72)	5.2% (11)	0.5% (1)	0.9% (2)	1.49	
Grocery stores	31.4% (66)	50.5% (106)	12.4% (26)	2.9% (6)	2.9% (6)	1.95	
Fast food restaurants	6.8% (14)	34.6% (71)	42.9% (88)	13.2% (27)	2.4% (5)	2.70	
"Sit-down" restaurants	25.9% (55)	61.3% (130)	9.4% (20)	1.4% (3)	1.9% (4)	1.92	
Hotels/motels	9.6% (20)	52.4% (109)	27.9% (58)	7.7% (16)	2.4% (5)	2.41	
Indoor entertainment venues (movie theater, community/arts theater, cultural attractions, etc.)	32.1% (67)	50.7% (106)	11.5% (24)	3.3% (7)	2.4% (5)	1.93	
Outdoor entertainment venues (miniature golf, water parks, etc.)	22.8% (46)	44.6% (90)	23.3% (47)	5.9% (12)	3.5% (7)	2.23	
Mixed-use development (combined commercial & residential)	14.6% (29)	40.4% (80)	31.3% (62)	6.6% (13)	7.1% (14)	2.51	
Medical Facilities	39.4% (84)	46.0% (98)	10.8% (23)	1.4% (3)	2.3% (5)	1.81	
Distribution warehouses	2.0% (4)	22.9% (47)	39.0% (80)	26.3% (54)	9.8% (20)	3.19	

Light industrial facilities	5.3% (11)	28.7% (60)	35.4% (74)	23.0% (48)	7.7% (16)	2.99
Heavy industrial facilities	1.0% (2)	6.4% (13)	36.0% (73)	43.8% (89)	12.8% (26)	3.61
Duplexes	2.9% (6)	21.1% (44)	37.3% (78)	31.1% (65)	7.7% (16)	3.20
Townhouses	5.8% (12)	36.1% (75)	31.3% (65)	21.2% (44)	5.8% (12)	2.85
Apartments	4.3% (9)	21.1% (44)	29.7% (62)	37.3% (78)	7.7% (16)	3.23
Zero lot line residential	5.3% (11)	25.6% (53)	33.8% (70)	26.6% (55)	8.7% (18)	3.08
Manufacturing housing	2.9% (6)	4.3% (9)	21.5% (45)	56.5% (118)	14.8% (31)	3.76
<i>answered question</i>						
<i>skipped question</i>						

7. On an overall basis, how would you rate your neighborhood?

	Very Good	Good	Average	Poor	Very Poor	No Opinion	Rating Average	Response Count
Your neighborhood as a place to raise children	44.0% (96)	43.6% (95)	9.6% (21)	1.4% (3)	1.4% (3)	0.0% (0)	1.72	218
Your neighborhood as a quiet place	43.6% (95)	39.4% (86)	13.8% (30)	2.3% (5)	0.9% (2)	0.0% (0)	1.78	218
Flow of traffic in & through neighborhood	37.4% (82)	33.3% (73)	18.7% (41)	5.9% (13)	4.6% (10)	0.0% (0)	2.07	219
Amount of privacy in your neighborhood	37.4% (82)	39.3% (86)	18.3% (40)	3.2% (7)	1.8% (4)	0.0% (0)	1.93	219
Cleanliness of streets in neighborhood	33.9% (74)	44.5% (97)	15.6% (34)	5.0% (11)	0.9% (2)	0.0% (0)	1.94	218
Parks & recreation facilities in or near neighborhood	33.5% (73)	30.3% (66)	24.3% (53)	8.3% (18)	1.4% (3)	2.3% (5)	2.21	218
<i>answered question</i>								219
<i>skipped question</i>								16

8. What one thing would you like to see happen in Bedford to enhance the living environment/conditions for your neighborhood?

	Response Count
	166
<i>answered question</i>	166
<i>skipped question</i>	69

9. What one thing would you like to see happen in/for the business community to increase the shopping/business activity in the City of Bedford?

	Response Count
	161
<i>answered question</i>	161
<i>skipped question</i>	74

10. If you would like to be placed on an email list to be notified of progress on the Comprehensive Plan, please provide an email address. This address will be kept confidential.

	Response Count
	112
<i>answered question</i>	112
<i>skipped question</i>	123

8. What one thing would you like to see happen in Bedford to enhance the living environment/conditions for your neighborhood?

1. Dog Park - my neighborhood has a lot of pet owners and while the majority are good about cleaning up after their dogs some don't. Would like to have a dog park where we could take our dogs.

2. Implementation of Parks Master Plan

3. Continue Bedford trails through our neighborhood.

4. MORE ATTENTION TO STREET MAINT.

Become a "greener" city and reduce pollution. Need programs to educate/promote "living green".

5. I have two young children, so its always a good idea to increase the quality of youth programs (education, learning, recreating/sports). Improve playground areas at parks. Plant more trees at Boys Ranch around playground.

6. Our neighborhood is very good.

7. clean up Rankin Park

8. More retail and restaurants, stronger effort to re-use old space like Harrigan's and Steak & Ale that's an eyesore.

9. Get some major retail stores

10. Modify the red-light tax-cameras!!! Do not install any more, and evaluate and eliminated many of the traffic lights.

11. repair streets-

12. update businesses with nicer fronts.

13. Code enforcement for maintaining property....unmowed yards, etc.....maybe a way to provide that service if someone is truly unable. No rental property in nice residential neighborhoods unless upkeep is required to be provided by the owner and this is enforced by the city.

14. enact more code enforcement and maintain roads and curbs better

15. Find good tax paying tenants for all the empty store fronts in the city.

16. Please reset the traffic light timing on Harwood to accommodate those of us who observe the speed limits without having to stop/impece the flow of traffic. Would lower emissions and improve resident morale. ALSO, RESIDENTIAL STREET LIGHTING SHOULD BE MUCH BRIGHTER. MOST OF IT IS USELESS ON A DARK NIGHT. PLEASE CONTACT ME IF YOU NEED CLARIFICATION. THANKS. dcjackson@usa.com

17. Purchase of older homes (40+ yrs) and replace with new home development to freshen the look of city and increase property values

18. More Customer Retail Businesses

19. Aske the Colleyville PD to avoid using our streets for traffic stops. Their strobes disturb the neighborhood, especially at night.

20. nothing

21. Better street lighting

22. Encourage apartment complexes to maintain high standard of lessee's to "keep out" the undesirables.

23. Plant more trees in medians & other public spaces.

24. More upscale housing

25. Better roads

26. A traffic light at Wade and Bedford Rd because of the clog of traffic every work day and any others that would help the flow.

27. Clear out and grass the Gas Stations that have been empty for more than a year. Keep individuals from parking cars for sale in parking areas around shopping areas and empty gas stations.

28. upgrade some of the facade of businesses. Starting to look old and worn -- certainly not seeing any new growth or improvement of existing business/retail.

29. Street improvements

30. noise control in apt complexes

31. Keep unused retail space clean. Not boarded up like a ghetto.

32. more community activities

33. I would like for it to be more bike friendly with bike lanes and/or bike trails added.

34. more emphasis on water conservation through better landscaping

35. Bring good quality businesses into the various vacant strip malls located around Bedford. No new apartment construction and improve the quality of the city parks. More sidewalks,

36. MORE PARKS WITH AMENITIES.

37. Remove the violation of commercial vehicles parking on private property.

38. Increased police monitoring/patrols to reduce residential burglaries/theft

39. Limit the amount of street parking on Oakgrove Lane

40. Better speed enforcement in the housing areas of the city. Cars constantly speed through most housing areas.

41. Clean-up and code enforcement in south Bedford area, south of LD Bell High School, east of Brown Trail. This area is an eyesore for Bedford!

42. Untie the hands of code enforcement officials in order to enforce codes. For example if there is an inground pool that has become a breeding ground for mosquitos or piles of rat harborage in the backyard they need to be addressed. Just because it can't be seen from my house without looking over the fence doesn't mean the health hazard doesn't exist. The entire neighborhood for a half a mile in all directions has pockets of these problems that negatively impact the health and quality of life of residents.

43. more bike trails

44. Further development of Bedford Boys Ranch

45. Restrict on-street parking to occasional use only.

46. Creating/Enclosing a dog park in some of the city parks. There is no place to let your animal offleash and roam anywhere in the city

47. enforce code enforcement

48. The city needs an overall uplift and face lift. Streets and thoroughfares need much improvement

49. More local employment opportunities with REAL companies not fast food service industry...ENOUGH!!!

50. I love my neighborhood it's the crap around it that annoys me.

51. More Code enforcement.

52. LOVE that the new library is going in where the old Food Lion was -- glad to see we are using solar energy.

53. tear down of dilapidated structures and develop new housing. New areas will sell

54. Create more quality public spaces within walking distance and a better mix of retail and residential uses in walkable centers.

55. My neighbor to clean up her trashed out, overgrown yard.

56. More sidewalks

57. Stop the teenage kids from vandalizing mailboxes, cars, tagging buildings etc.

58. sidewalks carried from newer neighborhood into older neighborhoods, there are many children walking down the middle of the streets because there are no sidewalks on the older properties; also code enforcement needs to be more strict; Bedford needs a tree ordinance to keep what little trees are left that are beautiful instead of replacing them with twigs in new developments, encourage/require recycling bins at all apartments

59. Route traffic away from Forest Dr
60. Enforce current ordinances that pertain to signs and clutter around existing businesses.
61. More bike trails and parks
62. Add a local Bedford High School.
63. Lower sales taxes.
64. Code and ordinance enforcement and
65. fix Cheek Sparger - rough ride and the traffic is AWFUL - this is one of the major roads to my neighborhood.
66. Control Spending! Don't spend money on things that will not improve the quality of life for the citizens. Like the all the money being spent on changing the city logo, that money could be put to better use. I know of no one who pays attention to a city logo!
67. Public gardens and other amenities at the empty and overgrown portion of Meadow Park west of the existing Athletic Complex.
68. Update/modernize park facilities and attract/market them to various leagues currently in other cities.
69. STREET LIGHTING THROUGH OUT THE CITY BE UPDATED INCLUDING IN THE RESIDENTIAL NEIGHBORHOODS AND AT EVERY TRAFFIC LIGHT CORNER. WE HAVE TOO MANY UN LIGHT AREA'S THAT IS NOT SAFE FOR WALKERS OR DRIVERS AT NIGHT
70. Find ways to minimize highway road noise on Hwy 121 and Hwy 183
71. I would like to have a better choice of cable providers. I don't agree with the decision to contract with one provider. We didn't get a better deal than the next guy.
72. Improve traffic WITHOUT TOLL ROADS and NO MORE TAXES - with 10% unemployment, we cannot afford more taxes
73. people not have cars parked in street. Some homes have too many cars and it's dangerous driving on that part of the street
74. Removal of boats, and unworking vehicles from driveways and removal of basketball goals on the curb where children are playing in the street and chasing balls.
75. Bury Utility lines along Cummings west of Central and replant new trees to replace trees that have been butchered below power lines.
76. clean up old neighborhoods, paint fix and tear down if it cant be fixed
77. I like that we live very near a walking/jogging/biking path. I think that our road, Woodson, may need to be improved for better drainage and better access to the greenbelt area from the homes on the west side of the road.
78. Keep taxes low

79. Decrease the number of new apartment construction in the area. There are already enough of them in the area.
80. decrease Govt. assisted apartments.
81. Encourage group/neighborhood aesthetic enhancements fro older neighborhoods with no HOA. For example, everyone pitching in for new fences for a discount, or everyone pitching in to get the retaining wall fixed.
82. Code enforcement of homes neglected.
83. maintain good streets, maintain street lights, maintain parks, step up code enforcement, step up drainage/rain runoff controls
84. Widen Cummings St.
85. Reduce pollution
86. more options and for local public transportation versus expensive cab service. Quick trips to and from Dr. offices, Hospitals, groceries/retail stores.
87. Street water drainage, water pools even with drainage ports. Appears center of intersection has sunk below the drainage grade at Glenbrook Court
88. less quotas by the police force. now they stop people for no reason looking for a reason, they have a quota
89. Fill the empty retail spaces in the two large shopping centers located on the southwest and northeast corners at Brown Trail and Harwood.
90. Increase code enforcement
91. Water pressure has always been too low.
92. clean up the rundown apartment complexes
93. MORE SIDEWALKS
94. Have someone mow my yard for free. ha! (Sorry, couldn't think of anything else. I like my neighborhood.)
95. Impoeve the taste of water.
96. I would like better quality parks / recreation areas. The parks are in a constant need of repair (especially the restrooms) and I would love to see a rec center more like Flower Mound.
97. Widen Cheeksparger.
98. a new ordinance that would deal with more than just high weeds, lack of lawns should be addressed by code.
99. A small nature center would be nice to have for children... like a smaller version of what Arlington

- has.
100. Eliminate overnight on-street parking in residential areas
 101. Enforce codes. People place trash piles out way too early.
 102. Increased code enforcement
 103. Street lighting.
 104. Fill existing shopping centers instead of building new ones.
 105. Trash pick up large items
 106. more police
 107. More friendly towards non-car transportation
 108. I would like to have more opportunities to meet and participate in activities with young families.
 109. I would like the price of Bedford Splash to be more realistic for a resident of Bedford with a larger family. If you are a family of six it is pretty expensive. Would rather go to a Hurst were we can have just as much fun for a fraction of the cost.
 110. more parks
 111. larger printing of names of streets and color code the signs to know you are in bedford and different color for adjacent city boundry
 112. Street cleaned more than once a year
 113. get the city government off their butts and clean up the closed/abandoned buildings etc.
 114. Brookhollow Park could be a real gem. It needs to be upgraded and cleaned up badly.
 115. Stop spending money on a town slogan! Stop trying to run out home and land owners to build businesses for more taxes.
 116. Extremely important to begin making Bedford pedestrian/biker friendly and promote mass transit options!
 117. less cars in the street, better upkeep of yards
 118. For the pot hole at Forest Ridge and Shady Ln to be fixed.
 119. Get Rid of the Red-light cameras!
 120. More police patrol, my neighborhood has a long history of vehicle vandalism at night
 121. Hire more police officers.

122. Fewer Apartments
123. I would like to see solar panels on all of our roofs to help generate non polluting power for at least some of our needs.
124. noise enforcement - Harley Motorcycles
125. Attract new business
126. Re-zone apartments so that they don't share neighborhood with private single-family homes
127. Update of parks & recreation facilities.
128. Stricter code enforcement on upkeep of homes/yards.
129. code enforcement - maintain quality of existing structure
130. More poice patrols.
131. More retail businesses.
132. Less lower income housing
133. Code enforcement
134. better outdoor park
135. Enforce codes for lawns non-working cars and outside junk.
136. Gardens and Parks, Retail stores closer to homes within wallking distance, less fast food restaurants, more family owned businesses
137. Support for neighborhoods to improve their exterior perimeter landscaping that is visible to the common street areas.
138. More walking and biking trails
Dog Park
139. Better attention to drainage issues in the hike/bike easement behind our homes where the TRA waterlines are.
140. Tax Breaks for doing improvements to homes in older neighborhoods to keep the neighborhoods nice
141. Code enforcement on certain houses that have a unappealing look compared to others in the neighborhood. The biggest example is on Meandering Way traveling south from Cummings. The first 6 houses on the right are near prestine then you come across this home that is just not taken care of in any way.
142. noise ordinance strictly enforced regarding barking dogs at all hours of the night.

143. Prevent rise in level of crime and maintain safe neighborhoods
144. Do something to help with the noise. The State removed a group of houses along the 183 frontage road, and noise has substantially increased. We would never have moved here if we had known it would be so loud.
145. More outdoor/festival activities at the Boys Ranch
146. more major thoroughfares away from residents.
147. Better drainage. There are no storm drains on our street and stagnant water accumulates. and that equals mosquitoes.
148. Code enforcement for barking dogs during quiet hours.
149. bring businesses into empty older retail strips in the older areas of Bedford (Harwood near Central) (maybe tax reductions for those areas)
150. Useable and safe parks.
151. Enhanced neighborhood watch.

More parks for children more "things to do", clean up the city's apartment complexes. Alot of them are attracting a lower class of people which destroy the appeal and overall look of some areas. Fix the pipeline/brown trail area it has definitely gone down hill in the last few years. just a suggestion...demolish that whole area(just playing) ;)
153. I think my neighborhood needs more street lights. There's only one, located at the end of our street, and that puts safety at risk.
154. a volunteer office where residents can call and get assistance for a minimal price. Being disabled and unemployed, i can pay a little but not a lot

I'd like them to listen to me when I tell he Council to follow the rules and not do highly illogical things when someone wants to develop land behind my neighborhood that is in obvious violation of the city codes.
156. Neighborhood is great as it is
157. as a newer resident I'm very pleased with my neighborhood
158. Lower the tax rate, improve code enforcement,improve residential street quality
159. reduce crime
160. Mores sitdow places to eat.
161. Need sidewalks around the neignborhood so my children don't have to ride in the street.
162. MORE NEIGHBORHOOD PARKS OR AT LEAST OPEN SPACES

9. What one thing would you like to see happen in/for the business community to increase the shopping/business activity in the City of Bedford?

1. Nothing, I pretty well like Bedford as it is in that aspect.

2. creation of a mini town center/cultural district

3. Fill vacant office/retail space within the city.

4. AREAS LIKE HURST HAS I.E. MALLS

5. Focus on filling empty strip shopping center rentals for small businesses.

6. Have some sort of uniform code for businesses on pipeline

7. Highlighting new businesses in BACE and in the water bill and encouraging residents to support them.

8. develop the Central/Harwood area or 183/Murphy Dr. area.

9. Same as #8.

10. new business- more business friendly attitude= i opened a business in nrh , due to unfriendly attitude on phone when calling about codes, restrictions, reputation of bedford toward business in community is not very good

11. Market Street grocery, Costco, other upscale shopping opportunities and better restaurants. More quality, well paying jobs for the folks in our area. No more fast food, or Hooters-type establishments.

12. clean up the old shopping centers and encourage new businesses to want to come to our town without having to build big structures to achieve their means.

13. I don't know enough about the business community.

14. Major outdoor retail area like Southlake attracting folks from other areas to shop

15. Up Scale Shopping (Retail). More like Southlake and Grapevine.

16. Encourage retail to enhance city tax income. For example, an upscale liquor store would attract shoppers from nearby municipalities and generate considerable tax income. It would also be very beneficial to have a shopping center like Southlake Town Square. I like to shop there, but would rather send my sales tax dollars to Bedford.

17. no opinion

18. town center

19. Obtain "well known" anchor tennants to attract full shopping areas. If and where possible, consider the option to create a town hall type inviorment (similar to the Southlake model)

20. Have signs leading cars off freeways to frequent Bedford restaurants, stores, venues

21. More upscale retail shops

22. Better roads

Each month list the new businesses on the city website. Describe them and then list the other like businesses. Something like, " Check out our newest Mexican restaurant _____. " Give the address, phone and hours. Then say something like, "Be sure to check out our other Mexican restaurants." Then list them with addresses and phone numbers.

23. I think we are missing a huge opportunity to advertise our Bedford businesses and help them become or stay successful. Some are Mom and Pop endeavors and there is usually little advertising money left after they pay all the permits, plans and remodeling or building fees. Maybe you can create a database with all the Bedford businesses by type and then they could be linked so that if a person wants additional information they have easy access. With the flagging economy, any help the city could provide to new and existing businesses would be helpful not only to the business owners but to the city. It may be a lot of work to create the database initially and to keep it updated, but I think it would be a great tool to help our local businesses and ultimately add revenue to the city coffers.

24. Make sure that during the SH 183 new development that business have good access to their enterances. This might keep what businesses we currently have.

25. A better/cleaner/updated look

26. A central business district

27. Not sure

28. Attract business to enhance tax base.

29. more small retail in our older shopping centers = revitalized

30. Perhaps more eating establishments for the city.

31. zero-lot lines, more walkable areas rather than huge parking lots / strip centers

32. Try to bring large corporate entities into Bedford.

33. DEVELOPE A TOWN SQUARE.

34. Put/attract businesses in vacant commercial properties.

35. Better traffic control & street maintenance

36. Better varity of stores in the strip malls. Fewer bars and smoking environments in food establishments. More family related places and less "rough" lifestyle establishments.

37. Need incentives to attract new high tax revenue type retail.

38. Would like to see existing shopping centers full of tenants instead of getting run-down.

39. nothing

40. Stop Smoking in Restaurants

41. The 121/183 corridor needs a major office building with tenants who can eat and shop in Bedford.

42. nice upscale shopping district

43. build a mall

44. A major sign ordinance overhaul. Orange, pink and green neon need to be outlawed. We are all also very aware of what properties are for lease...less for lease signs

45. Locals do not support local biz. There needs to be an awareness of local biz. BUT!!! Not some rest. or card shop. Real recognizable biz..

46. bring in tenants to fill existing shopping centers and require landlords to maintain them. (i.e. sw corner of Harwood and Brown Trail) absolute eyesore. Why would anyone want to put a business in there. IT'S A DUMP!!!!!!!!!!!!!!

47. Greater variety of stores.

48. Need to attract small businesses to use up the existing retail space. Tax incentive??

49. A new private school. New schools will bring in business.

50. Stop building strip centers with an ugly sea of asphalt in front. Bring storefronts up to the street, create high-quality public streetscapes and include connections to neighboring residences. Also: adopt a sign ordinance eliminating pole signs and temporary wagon signs: very ugly! Monument signs only. Check out North Richland Hills and Fort Worth's ordinances on this.

51. Quit building apartments and Super 8 motels. They are run down in a few years and attract undesirables.

52. Better design aesthetics in sites and structures

53. More of a police presence

54. infill of vacant commercial properties, what is going on with the old Holiday Inn at 183/121 it looks like squatters live there? that's a prime piece of property for re-development -smart investment in those commercial areas that are older, no sprawling strip centers that have too much parking, but something that offers walkable/livable areas (Southlake Town Center or something similar)

55. Attract upscale dining and shopping

56. Tighten regulations in order to raise the standard of the type of businesses that would stay in Bedford.

57. Develop commercial property on Cheek-Sparger/121 with more "sit-down" restaurants and/or major retail (not Eules).

58. I'm not to involved with that yet and I'm happy with what Bedford has in this area.
59. Build on the idea of a Cultural District -- make Bedford a destination
60. pedestrian oriented shopping areas
61. get quality stores/businesses here - STOP building unoccupied buildings - refurbish old delapidated businesses
62. Make Bedford the least expensive city in DFW to do business.
63. Better development and occupancy of existing commercial properties prior to approving new commercial developments. Predominantly emty strip malls devalue surrounding properties and hurt the town aesthetically.
64. increase awareness of options to buy/eat do in bedford.
65. GET TOUGH ON DECAYING OLDER SHOPPING CENTERS, OR MOVE FOR REDEVELOPMENT OF THOSE AREAS BY ANY MEANS POSSIBLE. IF IT IS NOT WORKING THEN CHANGE IT TO MAKE IT BENEFIT THE COMMUNITY.
66. Develop a plan for a city center with major retailers to help bring in taxes to the city.
67. I feel as if the businesses in our area suffer from poor exposure. The businesses in the shopping center located on the SW corner of Harwood and Brown Trail don't have a chance to succeed. The mall is very dated looking and if it should get a tenant, it will likely fail due to the layout and location of shopping center itself. This is only one of many locations that seem to suffer from this problem resulting in vacant property.
68. Allow businesses in the home if they have few / no customer visits
69. Would be nice to have some attractive shopping area with some quaint shops
70. Occupancy or destruction of empty restaurants like Steak & Ale, Bennigans and Harrigans as well as large empty retail spaces like the one on the SE corner of 121 and Harwood Road.
71. Recruit quality business owners to Harwood and Central. Focus on redevelopment at high profile intersections.
72. more up scale shopping
73. We need to get more shops into our unused or little used strip malls in town. Incentives may improve a small business's viability.
74. keep taxes low
75. Limit development to larger well planned shopping centers and venues with larger retailers.
76. COSTCO
Payless Shoes
Forever 21

77. Positive business presence
78. I would like the Glade Parks development to actually get finished. Putting in a nice community shopping center like the Colleyville town center, all non corporate shops. Building an Art District.
79. Improvement to outside appearance with trees, plants, flowers.
80. dress up the retail businesses that exist, demo or rebuild empty gas stations, encourage retail to enter the city-small and large, would love to have a "town center" like southlake, colleyville, grapevine. we're losing friends to those towns that have dressed up their city's appearance. our traffice is so much better than those city's, let's capitalize on that and dress up our "front door"
81. No more "low quality" stores. i.e. dollar stores, pawn shops etc. The current businesses need to spruce up the exteriors to keep Bedford from appearing outdated.
82. Lucrative offers to new businesses
83. maybe a local business expo (electric providers, phone services, landscapers, contractors, restaurants, etc) at Pennington Field parking lot.
84. A town square enviornment such as South Lake. It can be scaled down in comparison but would draw new consumers to Bedford.
85. Bring a Whole Foods grocery store to Bedford. There's not a Whole Foods in the Mid-Cities area, and it would attract residents from surrounding communities.
86. attract more retail businesses/sitdown restaurants with incentives
87. World market
88. MORE ATTRACTIVE ILLUMINATED & ELECTRONIC SIGNS
89. Attract businesses to occupy the current vacant buildings/ storefronts instead of building more that will eventually be vacant.
90. Impoeve the taste of water.
91. I would love a Whole Foods / Sprouts type of market along with some additional shopping, Bedford really has no place we can go to get an outfit or shoes .. all that money gets spent outside of Bedford.
92. I shop at Super Target for groceries, but try to do all my other business/buying in Bedford. Not sure, but some other retailer that will bring people to Bedford.
93. anything to rejuvenate and attract more businesses to Bedford
94. Clean up the shopping areas and reduce the amount a 'for lease' spaces.
95. Fill the unused/vacant commercial buildings
96. Have businesses fix up their businesses. The shopping centers look very outdated, unappealing.

97. We would like to see empty buildings being used for new businesses coming into Bedford or at least rebuild on an existing site.
98. a neighborhood hardware store like Ace
99. A focus on increasing middle to higher end retail. Neon yellow insurance companies on the freeway give a negative appearance.
100. Clean up existing businesses that are not in business.
101. more retail activity
102. a bedford town center type development
103. discount if your a bedford res. and you keep bus. in bedford
104. Use of all the empty store front currently in Bedford.

tax on goods too high and shops run poorly as is, too many immigrant owners , not enough people anyway to support a colleyville/southlake shopping experience. some of the shops post times, but open late and close early. I always shop colleyville, eules and southlake. I along with hundreds of citizens tried to get the city council to develop where the blood bank is hey thats a good bedford motto Bedfords got Blood. the Blood building is so disgusting and unwelcome herein bedford what were you all thinking? also all the crime infested apartments on cental and down their by the police department keeps everyone away, now if you interested in keeping all that then don't bother the citizens with questionnaires. see abandoned house on murphy, kids get in there at night and sit or whatever in the back. gates open and blue tarp on roof, homeowner cut off tree and leave huge trunks no leaves, no grass , too much traffic on murhy, too much traffic on cheek-sparger, too much traffic on harwood, get those hand-waving liberty tax out of drivers line of sight, what are you doing even asking about what the citizens feel when you allow a free for all here? there is no city.
- 105.
106. Fewer dollar stores - I think we have more than enough.
107. NO MORE STRIP MALLS they are mostly empty anyways. promote leasing of already available spaces. prevent more building of the same
108. try to fill empty businesses such as the old 7-11 @ Central/Harwood. Get rid of crazy paint like CI Host and the old gas station at 183/Brown Trail
109. Keeping the parking lots clean and well lite
110. Get rid of the Red-light cameras!
111. No more retail contrction, too many empty unleased spaces.
112. Tax incentives for new businesses in Bedford.
113. Fill retail store space currently vacant
114. I think the development of Town Square in Southlake is a good example of planning. Bedford is all spread out with no town center with shopping & restaurants together within a pleasant walking distance. Garden scaped businesses with no strip mall facades. Bedford is just full of a lot of empty strip malls.

115. new strip mall development
116. Attract new business
117. Improve corporate office development but not retail.
118. Higher quality retail/restaurants.
119. Encouraging business to locate in Bedford and making it as easy for them to do so as possible.
120. Dont necessarily want to see an increase -- just get all retail/office space currently vacant leased
121. more mid to up scale retail business
122. Encourage corporate business development to compliment tax base and bring in more residents.
123. Clean up strip centers.
124. more high quality retail & encouraging businesses to invest in aesthetic improvements to their properties
125. More widespread shopping areas south of Bedford Eules & Harwood Rd
126. Reuse of all the EMPTY retail and office space.
127. Better advertising.
128. no comment
129. Bring in quality business growth in place of all the vacant properties along 183. We are losing potential tax revenue on all the vacant buildings in this city.
130. A stronger Trust in the City Government, reach out to children at an early age
131. Build a town square with housing and shopping like southlake
132. Get rid of some of the dollar stores and get some decent shops in town.
133. More diversity in Drive Thru / Sit Down Restaurants and spread throughout the city.
I know ... location, location, location
134. I would like to see less bars and more family oreinted resturant and business coming to Bedford.
135. Make available resteraunts and retail locations not found nearby. i.e. Taco Cabana, Shipley Donuts.
136. less mattress stores and more book stores
137. More sit down restaurants not just on Hwy 183 or Hwy 121
138. More nice restaurants and more upscale stores

139. I would like to see Bedford with an eclectic group of unique shops that can't be found elsewhere.
140. Renovation of Bedford area south of 183/121
141. No opinion
142. Use of existing buildings...
143. I'm not certain that there is a way, since there is so little vacant land left. Other nearby cities (Eules, Hurst) have planned better.
144. None. I think we're doing well. Nice balance of retail, etc.
145. entice businesses with long term tax breaks and maybe market studies proving good customer base to them
146. Encourage better retail shops to come to Bedford. We have poor retail stores and thusly poor retail business.
147. More attractiveness in shopping centers, better variety of vendors.
148. more retail stores
149. definitely more shopping like the Glade/121 area.

Revitalization of old shopping centers where anchor stores have gone out of business. This is a must. Anchor stores are what bring folks to visit shopping centers, which in turn encourages development and increased sales tax revenue for our city. We have a high supply of empty retail space. We'll see more stores only if the anchors are good quality, high demand stores-- home improvement stores, grocery stores, etc.
150. fill up the shopping centers we have now, maybe set up a town center on a smaller scale like southlake has
151. Lower tax rate
152. as a newer resident I'm pleased with the general activity of Bedford
153. Economic redevelopment to increase sales taxes/commercial taxes to lower property tax
154. relax restrictions so that businesses feel welcome
155. growth in business development to replace empty or rundown properties
156. town plaza,
157. Family friendly business
158. ATTRACT HI-VOLUME BIG RETAILERS THAT WILL ATTRACT SMALLER STORES AROUND THEM
159. THEM



COUNCIL AGENDA BACKGROUND

PRESENTER:

John F. Kubala, P.E., Public Works Director

ITEM:

Consider a resolution authorizing the City Manager to enter into an agreement with Paradigm Traffic Systems, Inc. in the amount of \$771,595 for the Advanced Traffic Management System Equipment.

DISCUSSION:

On January 14, 2010, we were notified by the Comptroller of Public Accounts Office that the City of Bedford has been awarded a grant for Traffic Signal Synchronization or Replacement, under the American Recovery & Reinvestment Act of 2009 through the State Energy Conservation Office. This grant project is intended to further improve the traffic signal system by developing coordinated signal timing plans, improving infrastructure, and a creation of a Traffic Management Center to continually improve circulation within the City.

This agreement provides for the second phase of the project. The Motorola Wireless Broadband and Communication System was the first phase. This phase will provide the software, cabinets and controllers and system integration services. Up to 27 intersections will be included in the signal system communications design and signal timing optimization phases of this project:

- Bedford Road and Brown Trail
- Bedford Road and Ravenswood Drive
- Bedford Road and Forest Ridge Drive
- Bedford Road and Barr Drive
- Bedford Road and Central Drive
- Bedford Road and Murphy Drive
- Bedford Road and Martin Drive
- Harwood Road and Blue Quail Drive
- Harwood Road and Brown Trail
- Harwood Road and Spring Valley (Depending on results of traffic signal warrant analysis, this intersection may be eliminated)
- Harwood Road and Shady Brook Drive
- Harwood Road and McClain Street/David Drive
- Harwood Road and Forest Ridge Drive
- Harwood Road and Central Drive
- Harwood Road and Murphy Drive
- Harwood Road and Martin Drive
- Forest Ridge Drive and Lincolnshire Drive
- Forest Ridge Drive and Schumac Lane
- Forest Ridge Drive and Pipeline Road
- Central Drive and Schumac Lane
- Central Drive and Central Park Boulevard
- Central Drive and L. Don Dodson Drive

Central Drive and Cummings Drive
Murphy Drive and Martin Drive/L. Don Dodson
Martin Drive and Cummings Drive
Cheek Sparger Road and Wal-Mart Drive
Forest Ridge and RD Hurt Parkway/David Drive (Depending on results of traffic signal warrant analysis, this intersection could be signalized and added to the communication design and signal timing tasks)

This system will allow for synchronization of the signals as well as notify the Center of any operating problems that might occur with the signal controls at the intersections. It will allow the signals to be controlled from the Center. The lowest responsible bid was submitted by Paradigm Traffic Systems, Inc. Siemens Industry, Inc. comparable bid was \$812,307.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an agreement with Paradigm Traffic Systems, Inc. in the amount of \$771,595 for the Advanced Traffic Management System Equipment.

FISCAL IMPACT:

Funding of \$771,595 for this contract will come from the ARRA Grant and the City of Bedford Match.

ATTACHMENTS:

Resolution
Agreement
Price Schedule

RESOLUTION NO. 10-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PARADIGM TRAFFIC SYSTEMS, INC. IN THE AMOUNT OF \$771,595 FOR THE ADVANCED TRAFFIC MANAGEMENT SYSTEM EQUIPMENT.

WHEREAS, the City Council of Bedford, Texas has been awarded a grant for Traffic Signal Synchronization or Replacement, under the American Recovery & Reinvestment Act of 2009 (ARRA) through the State Energy Conservation Office; and,

WHEREAS, the City Council of Bedford, Texas determines the necessity for proceeding with these improvements.

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

SECTION 1. That the City Council does hereby authorize the City Manager to enter into an agreement with Paradigm Traffic Systems, Inc. in the amount of \$771,595 for the Advanced Traffic Management System Equipment.

SECTION 2. That funding of \$771,595 for this contract will come from the ARRA Grant and the City of Bedford Match.

PASSED AND APPROVED this 28th day of September 2010, by a vote of ____ayes, ____nays and ____abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

Standard Form of Agreement Between The City of Bedford, Texas and Paradigm Traffic Systems, Inc.

This Agreement is dated as of the _____ day of _____ in the year 2010 by and between the City of Bedford (hereinafter called OWNER) and Paradigm Traffic Systems, Inc. (hereinafter called CONTRACTOR).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Project Scope.

The Project for the Work detailed under the Contract Documents (see Article 8 of this Agreement for items included in the Contract Documents) is generally identified as following:

Procurement of Advanced Traffic Management System Equipment

Article 2. Contract Time.

The Work will be completed within two hundred and ten (210) Calendar days from the date of the "Notice to Proceed" in accordance with paragraph 1.16 of the General Provisions; and, ready for payment in accordance with paragraph 1.51.4 of the General Provisions.

Article 3. Contract Price.

3.1 Owner shall pay contractor the prices in the Contractor's bid proposal plus additional work performed or when authorized by owner.

Article 4. Payment Procedures.

4.1 Payment to Contractor will be monthly upon receipt of invoices from the Contractor. Owner agrees to pay for material on hand. All charges are to be less sales tax as owner is tax exempt.

Article 5. Contractors Representations.

In order to include Owner to enter into this agreement, Contractor makes the following representations:

5.1 Contractor has familiarized itself with the nature and extent of the contract documents and specifications.

5.2 Contractor has correlated the results of all such observations and studies with the terms and conditions of the contract documents.

5.3 Contractor has given owner written notice of all conflicts, errors or discrepancies that he has discovered in the contract documents and the written resolution by owner is acceptable to contractor.

Article 6. Miscellaneous.

6.1 Assignments: No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment will release the assignor from any duty or responsibility under the contract documents.

6.2 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the contract documents.

6.3 Termination: Owner may terminate the contract by giving contractor notice in writing. Upon delivery of such notice by owner to contractor, contractor shall discontinue all services in connection with the performance of the contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this contract. As soon as the party after receipt of notice of termination. Contractor shall submit a statement, showing in detail the services performed under this contract to the date of termination. Owner shall then pay contractor that portion of the prescribed charges which the services actually performed under this contract bear to the total services called for under this contract less such payments on account of the charges as have been previously made.

6.4 Subcontracting:

1. Contractor shall not award any work to any subcontractor until contractor submits to Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as Owner may require.

2. Contractor shall be fully responsible to owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him.
3. Nothing contained in this contract shall create any contractual relation between any subcontractor and owner. Contractor is an independent contractor.

Article 7. Governing Laws, Venue.

The contract shall be construed according to the laws of the State of Texas and venue shall lie in the State district courts of Tarrant County, Texas.

Article 8. Contract Documents.

The contract documents which comprise the entire agreement between the owner and contractor, same being attached hereto and incorporated herein as Exhibit A. Consist of the following:

8.1 Standard Form of Agreement

8.2 Performance Bond

8.3 Payment Bond

8.4 Maintenance Bond.

8.5 Certificate of Insurance

8.6 General Provisions.

8.7 Material, Equipment and Construction Specifications.

8.8 Addenda

8.9 Contractors Bid Proposal Form.

8.10 Documentation submitted by Contractor prior to Notice of Award.

8.11 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending modifying or supplementing the Contract Documents pursuant to Article 1.20.2 of the General Provisions. The documents listed in paragraphs 6.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above)

8.12 There are no Contract Documents other than those listed above in this Article 8. The contract documents may only be amended, modified or supplemented as provided in Article 1.20.2 of the General Provisions.

Article 9. INDEMNIFICATION.

The Contractor hereby agrees to defend, indemnify, and hold the City and all of its officers, agents, employees, and elected officials whole and harmless against any and all claims for damages, cost and expenses of persons or property that may arise out of or be occasioned by, of from any negligent act, or omission of the contractor, or any agent servant, or employee of the contractor in the execution of performance of this contract without regard to whether such persons are under the direction of City agents or employees.

Executed on behalf of the contractor by its representative shown below, and on behalf of the Owner by its City Manager, or authorized representative, this agreement will be effective

On the _____ day of _____ 2010.

Owner:

City of Bedford
2000 Forest Ridge Drive
Bedford, Texas 76021

Contractor:

Paradigm Traffic Systems, Inc.
P.O. Box 5508
Arlington, Texas 76005

By: Beverly Queen, City Manager

By: Jerry Priester, President
817-831-9406

(City Attorney review if Contracted Service Cost is Greater than \$15,000)

Approved as to Form and Legality this _____ day of _____ 20 _____

OWNER's Attorney

Contractors Seal (if corporation)

13. Price Schedule

Item No.	Description	Unit	Quantity	Unit Price	Total Price
SOFTWARE					
1	Local Controller Software License for up to 50 intersections	L.S.	1	\$550	\$550
2	ATMS Central Software for up to 50 intersections	L.S.	1	\$44,000	\$44,000
3	Additional Software mods & Lic Synchro Module	F.A.	1	\$6,550	\$6,550
TOTAL SOFTWARE					
Cabinets and Controllers					
4	TS2-Type 1 Traffic Signal Controllers including Firmware	Each	26	\$1,650	\$42,900
5	TS2-Type 1 Traffic Signal Controller Assembly Cabinets	Each	23	\$6,115	\$140,645
6	Malfunction Management Units	Each	26	\$755	\$19,630
7	Battery back-up system	Each	26	\$3,780	\$98,280
TOTAL CABINETS AND CONTROLLERS					
SYSTEM INTEGRATION SERVICES					
8	Project Oversight (project management) Provide software/hardware specifications Install central system software Acceptance test plan (preliminary and final) Execution of Acceptance Test Plan Development of Graphics Installation of Software on City supplied Hardware Training Documentation Maintenance	LS	1	\$41,200	\$41,200
TOTAL SYSTEM INTEGRATION SERVICES					
COST SUMMARY					
Software					\$51,100
Cabinets and Controllers					\$301,455
System Integration Services					\$41,200
TOTAL BASE BID PRICE					\$393,755
OPTIONAL COSTS					
9A	Rear door access for cabinet	Each	23	\$285	\$6,555
9B	Controller database conversion	Each	26	\$205	\$5,330
9C	On-Call Maintenance Services	Years	2	\$3,430	\$6,860
9D	Video Detection System (Including video servers if applicable)	Each	21	\$15,900	\$333,900
9E	Video servers	Each	5	\$775	\$3,875
Total Optional Costs					\$356,520
ADD-ON EQUIPMENT					
Alt Switch	EtherWan EX72140-00B Hardened, Managed switch with power supply	Each	26	\$820	\$21,320
GRAND TOTAL (BASE BID+OPTIONAL+ADD-ON)					\$771,595



COUNCIL AGENDA BACKGROUND

PRESENTER:

John F. Kubala, P.E., Public Works Director

ITEM:

Consider a resolution to accept bids and authorize the City Manager to enter into a contract with Reliable Paving, Inc. for the Shady Brook Drive Handicap Ramps in the amount of \$46,973.40.

DISCUSSION:

The Public Works Department staff is working with the staff of Gary Fickes, Tarrant County Commissioner Precinct Three to develop an Interlocal Agreement for street improvements on Shady Brook Drive from Bedford Road to just past Shady Lake Drive. The improvements would involve milling and asphalt overlaying the street. It is necessary to install ADA ramps along the length of this project as required by State Law. Bids have been received and the low bidder is Reliable Paving, Inc. in the amount of \$46,973.40. Reliable Paving, Inc. has performed good work for the City in the past. The estimated cost of this project was \$55,000. The total estimated cost to the City for materials, milling, ADA ramp modifications and various other items is \$170,000. Tarrant County has estimated they will begin the work in April 2011.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution to accept bids and authorize the City Manager to enter into a contract with Reliable Paving, Inc. for the Shady Brook Drive Handicap Ramps in the amount of \$46,973.40.

FISCAL IMPACT:

Funding of \$46,973.40 will be paid out of the Street Improvement Economic Development Corporation budget.

ATTACHMENTS:

Resolution
Bid Tabulation

RESOLUTION NO. 10-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH RELIABLE PAVING, INC. FOR THE SHADY BROOK DRIVE HANDICAP RAMPS IN THE AMOUNT OF \$46,973.40.

WHEREAS, the City Council of Bedford, Texas determines the necessity for these street maintenance improvements; and,

WHEREAS, the City Council of Bedford, Texas in accordance with State Law determines the need to install handicap ramps.

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

SECTION 1. That the City Council does hereby authorize the City Manager to enter into a contract with Reliable Paving, Inc. for the Shady Brook Drive Handicap Ramps in the amount of \$46,973.40.

SECTION 2. That funding for the Shady Brook Drive Handicap Ramps shall come from the Street Improvement Economic Development Corporation budget.

PASSED AND APPROVED this 28th day of September 2010, by a vote of ___ayes, ___nays and ___abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



COUNCIL AGENDA BACKGROUND

PRESENTER:

Don Henderson, Parks Superintendent

ITEM:

Consider a resolution authorizing the City Manager to enter into an interlocal agreement with the City of Fort Worth in the amount of \$47.00 per voucher to allow for the collection and disposal of household hazardous waste for Bedford households at the permanent collection site from October 1, 2010 to September 30, 2011.

DISCUSSION:

Since May 1998, the City of Bedford has participated with the City of Fort Worth and Tarrant County in an interlocal agreement for the collection and disposal of household hazardous waste. On September 1, 2010, the City of Fort Worth Environmental Management Department informed us that for the upcoming fiscal year the price would continue to be \$47.00 per voucher. This is the same cost per voucher as past three years.

The permanent collection facility is located at 6400 Bridge Street, Fort Worth, Texas 76112. Through July 2010 of this fiscal year, 478 vouchers have been used.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an interlocal agreement with the City of Fort Worth in the amount of \$47.00 per voucher to allow for the collection and disposal of household hazardous waste for Bedford households at the permanent collection site from October 1, 2010 to September 30, 2011.

FISCAL IMPACT:

This item will be funded from the Storm Water Fund, budget code 04-45-02-8337.

ATTACHMENTS:

Resolution
Interlocal Agreement

RESOLUTION NO. 10-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF FORT WORTH IN THE AMOUNT OF \$47.00 PER VOUCHER TO ALLOW FOR THE COLLECTION AND DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE FOR BEDFORD HOUSEHOLDS AT THE PERMANENT COLLECTION SITE FROM OCTOBER 1, 2010 TO SEPTEMBER 30, 2011.

WHEREAS, the City Council of Bedford, Texas wishes to provide a way for the citizens of Bedford to safely dispose of household hazardous waste; and,

WHEREAS, the City Council of Bedford, Texas wishes to continue the participation with the City of Fort Worth in the collection and disposal of household hazardous waste at the permanent collection site; and,

WHEREAS, the City of Fort Worth requires a resolution further describing the participation.

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

SECTION 1. That the City of Bedford, Texas does hereby agree to participate in an interlocal agreement with the City of Fort Worth, Texas relative to household hazardous waste collection. The fee of \$47.00 per household, is the agreed upon price effective for the fiscal year starting October 1, 2010 until September 30, 2011. The interlocal agreement will allow Bedford residents the ability to use the City of Fort Worth's permanent collection facility at 6400 Bridge Street, Fort Worth, Texas 76112, on a voucher authorization system.

SECTION 2. That the City Manager is authorized to execute all documents with the City of Fort Worth relating to this Household Hazardous Waste program, a copy of the approved agreement being attached.

SECTION 3. That the City Council authorizes the Department of Community Services to coordinate the effort in conjunction with the Bedford Beautification Commission.

SECTION 4. That this resolution shall take effect from and after the date of passage.

PASSED AND APPROVED this 28th day of September 2010, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S
ENVIRONMENTAL COLLECTION CENTER
HOUSEHOLD HAZARDOUS WASTE PROGRAM

INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S
ENVIRONMENTAL COLLECTION CENTER
HOUSEHOLD HAZARDOUS WASTE PROGRAM

THIS AGREEMENT is entered into by and between the City of Fort Worth, Texas, a home-rule municipal corporation situated in Tarrant, Denton, Parker, and Wise Counties, Texas, hereinafter called "Fort Worth," acting by and through Fernando Costa, its duly authorized Assistant City Manager and the City of _____, hereinafter referred to as "Participating City" and located in _____ County, Texas acting herein by and through _____ its duly authorized _____.

(Name) (Title)

DELIVERY OF NOTICES

Any notices required to be given under this Agreement shall be delivered as follows:

If to Fort Worth:

Michael A. Gange, Assistant Director
TPW – Environmental Services Division
City of Fort Worth
1000 Throckmorton
Fort Worth, Texas 76102

If to Participating City:

OPERATIONAL CONTACTS

Participating City's Operational Contact Persons:

Designated person is: _____ telephone number: _____
Mobile phone number (24-hour) where he or she can be reached: _____

Alternate person is _____ telephone number: _____
Mobile phone number (24-hour) where he or she can be reached: _____

VOUCHER UTILIZATION

The Participating City:

_____ DOES wish to use a voucher system for its residents visiting the ECC or a mobile event.

_____ DOES NOT wish to use a voucher system for its residents visiting the ECC or a mobile event.

If a voucher system will be used only residents with an official voucher provided by Participating City will be allowed to drop wastes off at the ECC or at mobile events in Participating City. **A copy of the official voucher must be attached to this agreement.**

INVOICE DELIVERY

Invoices to Participating City shall be delivered to:

Name

Department (if applicable)

Street Address or PO Box

City, State, ZIP

email address for billing questions and correspondence

Participating City shall notify Fort Worth in writing if the above contact information changes during the term of this Agreement.

WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, authorizes the formulation of interlocal cooperation agreements between and among local governments; and

WHEREAS, Texas Government Code, §791.011 provides that a local government may contract with another local government to perform governmental functions and services, and §791.003(3)(H) defines waste disposal as a governmental function and service; and

WHEREAS, Texas Government Code, §791.025 provides that a local government may agree with another local government to purchase services; and

WHEREAS, Fort Worth and Participating City desire to enter into an interlocal agreement whereby Fort Worth will purchase the services of a waste disposal/recycling firm or firms and will administer a household hazardous waste collection program; and

WHEREAS, Fort Worth and Participating City mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, also known as the Interlocal Cooperation Act.

NOW THEREFORE, it is agreed as follows:

1.
DEFINITIONS

- A. Unless a provision in this Agreement explicitly states otherwise, the following terms and phrases, as used in this Agreement, shall have the meanings hereinafter designated.

Act of God means an act occasioned by the direct, immediate, and exclusive operation of the forces of nature, uncontrolled or uninfluenced by the power of humans and without human intervention.

Bill of Lading lists the contents of the mobile collection unit.

Environmental Collection Center (ECC) means the City of Fort Worth Environmental Management Department facility located at 6400 Bridge Street, Fort Worth, Texas, which is to be used by Fort Worth for the aggregation of household hazardous wastes that have been brought to the facility by participating cities' households for subsequent recycling, disposal, and/or reuse.

Environmental damages means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or un-matured, foreseeable or unforeseeable, including without limitation reasonable attorney's fees and disbursements and consultant's fees, any of which are incurred subsequent to the execution of this Agreement as a result of the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of waste pursuant to this Agreement, or the existence of a violation of environmental requirements pertaining to same, and including without limitation:

- (a) Damages for personal injury and death, or injury to property or natural resources;
- (b) Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such wastes or violation of environmental requirements including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or otherwise expended in connection with the existence of such wastes or violations of

environmental requirements, and including without limitation any attorney's fees, costs and expenses incurred in enforcing this Agreement or collecting any sums due hereunder; and

- (c) Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph (b) herein.

Environmental requirements means all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states, and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation:

- (a) All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of hazardous materials, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, storm water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and
- (b) All requirements pertaining to the protection of the health and safety of employees or the public.

Force majeure means decrees of or restraints by a governmental instrumentality other than the Parties, acts of God, work stoppages due to labor disputes or strikes, failure of Fort Worth's contractor(s) to perform pursuant to their agreements with Fort Worth for the conduct of the collection of household hazardous waste, fires, explosions, epidemics, floods, extreme weather, riots, war, rebellion, and sabotage.

Household hazardous waste (HHW) means any solid waste generated in a household by a consumer which, except for the exclusion provided for in 40 CFR § 261.4(b)(1), would be classified as a hazardous waste under 40 CFR Part 261.

Manifest means the uniform hazardous waste manifest form(s) that must accompany shipments of municipal hazardous waste or Class 1 industrial solid waste.

Mobile collection event means a household hazardous waste collection event by Participating City utilizing a mobile collection unit.

Mobile Collection Unit (MCU) means a non-self-propelled vehicle used for the periodic collection of household hazardous waste by Participating City, off-site of the ECC, which is transported to the ECC to dispose of the household hazardous waste collected at the mobile collection event. Mobile Collection Units owned by Fort Worth are designed to hold the hazardous waste of approximately 50 to 75 households.

Participating City means the municipality which has entered into this agreement with the City of Fort Worth.

Participating Entities, when used in the plural, means Fort Worth, Participating City, and all other entities which have entered into interlocal agreements with Fort Worth for the ECC household hazardous waste collection program.

Person means an individual, corporation, organization, government, or governmental subdivision or agency, business trust, partnership, association, or any other legal entity.

Waste has the same meaning as "solid waste" as that term is defined in Texas Health and Safety Code §361.003, and including hazardous substances.

- B. Unless a provision in this Agreement explicitly states otherwise, the following abbreviations, as used in this Agreement, shall have the meanings hereinafter designated.

CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act, its amendments, associated case law, and state counterparts.

CPR - cardiopulmonary resuscitation.

DOT - United States Department of Transportation.

ECC - Fort Worth Environmental Collection Center.

EPA - United States Environmental Protection Agency.

HAZCAT - hazardous categorization.

HAZWOPER - hazardous waste operations and emergency response and the training, certification, and legal requirements associated therewith.

HM - hazardous materials.

HHW - household hazardous waste.

MCU - Mobile Collection Unit.

TCEQ - Texas Commission on Environmental Quality.

2. PURPOSE

The purpose of this interlocal agreement (hereafter "Agreement") is the provision of services by Fort Worth to Participating City whereby, subject to the terms and conditions specified below, Fort Worth will administer and supervise a regional household hazardous waste collection program, which will be available to households within Participating City as described herein.

3.
TERM

This Agreement shall be effective from October 1, 2010 or the date the last party has signed this Agreement, whichever is later, through September 30, 2011 however the duties and responsibilities of the Parties for events which occurred during the term of the contract shall survive. If Participating City has mobile collection events scheduled during the months of October through December 2011 and this Agreement has not been renewed by the end of the regular term, this agreement shall be extended on a month to month basis until the mobile collection events have been completed or cancelled by Participating City.

4.
SERVICES OF FORT WORTH

Fort Worth agrees to perform the following services for Participating City in connection with the ECC household hazardous waste collection program:

- A. Fort Worth will administer a regional household hazardous waste collection program. This program will include the operation of the Environmental Collection Center, which will accept for disposal and/or recycling household hazardous waste from households located within Participating City. Fort Worth shall not accept compressed flammable gas containers; radioactive materials; explosives or potentially shock sensitive materials; biological, etiologic, or infectious materials; wastes from businesses; or any other wastes that Fort Worth has determined are unacceptable.
- B. Fort Worth will employ or retain personnel to provide the services necessary to perform Fort Worth's obligations in this Agreement.
- C. Fort Worth will enter into a contract(s) with a waste disposal/recycling firm(s) for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of household hazardous waste that is collected at the ECC or during mobile collection events.
- D. Fort Worth will, if requested in writing by Participating City, provide Participating City with copies of waste manifests for shipments of waste from the ECC.
- E. Fort Worth will, if requested in writing by Participating City, provide Participating City a monthly report of the Participating City's households who disposed of household hazardous waste at the Environmental Collection Center or a mobile collection event.
- F. Fort Worth will issue a report and an invoice at the end of each quarter detailing the number of Participating City's households that disposed of household hazardous waste at the Environmental Collection Center or at mobile collection events.
- G. Fort Worth will act under this Agreement in accordance with all applicable state and federal laws.
- H. Mobile Collection Events

Participating City may schedule a mobile collection event to be operated by Fort Worth personnel using one of Fort Worth's MCUs or conduct their own mobile collection events

using either Participating City's MCU or Fort Worth's Reserve MCU (as available). State regulations require notification to the Texas Commission on Environmental Quality (TCEQ) at least 45 days prior to conducting the event.

1. Fort Worth Operated Events:
If Participating City would like to schedule a mobile collection event with the Fort Worth Mobile Collection Unit, Participating City shall contact the ECC as soon as possible for a list of available dates. The time and location shall be agreeable to both parties. Participating City may schedule one mobile collection event each contract year. Fort Worth will file notification of the event with TCEQ as required by 30 TAC §335.403.
 - (a) Scheduling Events
Fort Worth will begin scheduling mobile collection events for the 2011 calendar year on January 4, 2011. To ensure proper notification to TCEQ, events must be scheduled at least sixty (60) days ahead of the proposed date. Participating City acknowledges that Fort Worth contracts with other municipalities and that Fort Worth will be accommodating each Participating City's request on a first come first served basis. Therefore, Participating City acknowledges that its chosen date to schedule a mobile collection event may be reserved by another city and Participating City will have to then choose another date. Participating City will, in no event, be entitled to any damages or recovery of any costs, except as provided herein.
 - (b) Location
If Participating City chooses to hold the Mobile Collection Event on private property, Participating City shall obtain a signed waiver from the owner of the property sixty (60) days prior to the event. The waiver shall be in the form of Exhibit B or similar form approved by Fort Worth. The signed waiver must be sent to Fort Worth sixty (60) days before the Mobile Collection Event. If the signed waiver is not sent to Fort Worth sixty (60) days before the Mobile Collection Event, Fort Worth will not send the Fort Worth Mobile Collection Unit to the event and Participating City will, in no event, be entitled to any damages or recovery of any costs, except as provided herein. All events must be held on an impervious surface.
 - (c) At the Mobile Collection Event, Participating City acknowledges and agrees that Fort Worth shall accept household hazardous waste from the first 50 households that show proof of residency at the Mobile Collection Event. After the first 50 households, Fort Worth will determine in its sole discretion how much more waste it can accept for proper transport back to the ECC. If more households arrive at the event than Fort Worth can accept, Participating City will in no event be entitled to any damages or recovery of any costs, except as provided herein.
 - (d) Due to the lack of storage space at the ECC, Participating City acknowledges and agrees that if it requests the Fort Worth Mobile Collection Unit at a mobile collection event, a Participating City's MCU shall not also be at the event.

- (e) Fort Worth, in its sole discretion, will determine whether to send the Fort Worth Mobile Collection Unit to Participating City's Collection Event during adverse weather, the threat of adverse weather, or other hazardous conditions including but not limited to sleet, snow, rain, mist or hail. In the event Fort Worth determines not to send the Fort Worth Mobile Collection Unit, Fort Worth shall attempt to notify persons listed herein as an "Operational Contact" by the Participating City and shall attempt to send a Fort Worth employee to the Participating City's event to tell any residents that come to dispose of household hazardous waste that the Fort Worth Mobile Collection Unit will not be coming to the event, but the resident can go to the ECC to dispose of the waste. A map with directions to the ECC also will be provided.

2. Participating City Mobile Collection Unit:

- (a) Fort Worth agrees to accept household hazardous waste from mobile collection events conducted by Participating City using Participating City's MCU in accordance with the terms of this Agreement.
- (b) Fort Worth agrees to restock the items it removes from Participating City's MCU, however, Fort Worth shall only restock items listed in Exhibit "A", attached and incorporated herein as if set forth.

3. Loan of the Reserve Mobile Collection Unit

The reserve MCU is a specially designed and equipped thirty-six (36) foot gooseneck box-trailer and one (1) ton pickup owned by Fort Worth. Participating City may request the loan of Fort Worth's Reserve MCU free of charge for use in a Household Hazardous Waste collection event when available. Participating City may use the Reserve MCU to transport HHW to Fort Worth's ECC or another collection center that may lawfully receive HHW. Participating City shall provide Fort Worth with a written request, facsimile or e-mail at least sixty (60) days prior to the event date for which the request is made. Fort Worth shall have sole determination whether the Reserve MCU is available for use by Participating City and shall notify Participating City as soon as is reasonably practicable of such decision. Fort Worth shall not participate in nor be responsible for any part of the Participating City's HHW Collection Event unless and except by written mutual agreement.

- (a) Fort Worth shall disclose any known problems the Reserve MCU may have in performing the tasks necessary for the HHW Collection Event. Prior to issuance of the Reserve MCU, a pre-trip inspection for potential maintenance problems will be performed by Fort Worth. Also, both parties will complete a pre-trip aesthetic assessment. Participating City shall be responsible for all certifications and insurance necessary for the proper operation of the Reserve MCU.
- (b) Participating City agrees to maintain and return the Reserve MCU in as good condition as it was in when Participating City took possession for

use. Participating City shall return the Reserve MCU to Fort Worth in a timely manner and as mutually agreed upon.

- (c) Participating City shall be responsible for all property damage, personal injury or death caused by Participating City's employees, volunteers, contractors, or agents and arising out of the use of the Reserve MCU during the term of this Agreement.
- (d) It is expressly understood and agreed that, in the execution of this Agreement, neither of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement the parties do not intend to create any obligations, expressed or implied, other than those set forth herein and this Agreement shall not create any rights in parties not signatories hereto.

5.

DUTIES OF PARTICIPATING CITY

Participating City agrees to perform the following duties in connection with the household hazardous waste collection program:

- A. Participating City will designate one of its employees, and another as an alternate, to act as its household hazardous waste collection Operational Contact to interact with Fort Worth as designated on the signature page to this contract.
- B. Participating City will coordinate and fund all program advertising targeted to its own citizens, as it deems necessary. Such advertising shall include the type of wastes that will be accepted at the ECC, the requirement of proof of residency, and weather cancellation information.
- C. Participating City shall notify its residents of the ECC hours of operation and dates it is closed as provided in Section 9 "The Environmental Collection Center Hours of Operation."
- D. Participating City may choose to utilize a voucher system for its residents in order for them to bring HHW to the ECC. If Participating City chooses to use such a system, it shall designate so herein and include a copy of the official voucher. In addition, if a citizen from a Participating City that utilizes a voucher system comes to the ECC or a mobile collection event without a voucher, Participating City acknowledges and agrees that Fort Worth will not accept the household hazardous waste until Participating City authorizes the acceptance in writing.
- E. Participating City may submit a written request for a monthly report listing the number of its city's households that have disposed of household hazardous waste at the ECC or a mobile collection event.
- F. Participating City shall provide traffic control and signage for the mobile collection event, and shall provide personnel to assist Fort Worth with the offloading of material, surveys, and screening of persons dropping off household hazardous waste. Prior to the event,

the parties shall agree upon the details of the traffic control, signage, and personnel assistance.

- G. If a Participating City resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge the Participating City based on the total number of households from which the waste originated even if the resident has only one voucher.
- H. Participating City shall provide a means for disposing of solid waste (e.g. boxes, trash, containers) on site during a mobile collection event.
- I. Mobile Collection Events using Participating City's MCU or Reserve MCU
 - 1. Participating City is responsible for proper notification to TCEQ as required by 30 TAC §335.403.
 - 2. Participating City shall advise the ECC at least 72 hours in advance of its mobile collection events. Participating City shall collect only HHW during a mobile collection event. Wastes from commercial, agricultural, and industrial sources shall not be accepted. Participating City shall not accept compressed flammable gas containers; radioactive materials; explosives or potentially shock sensitive materials; biological, etiologic, or infectious materials; or any other wastes that Fort Worth has determined are unacceptable.
 - 3. In accordance with the latest DOT requirements, Participating City's MCU operators will properly categorize, package, mark, label, and load into the MCU, all wastes received at the mobile collection event. Recyclable products (used oil, used oil filters, latex paint, recyclable anti-freeze, lead-acid batteries, and fluorescent lights) will be segregated into containers for recyclables.
 - 4. After accepting wastes, Participating City's MCU operators shall thoroughly check each container for proper labeling and identification. If a container is properly identified, the material will be segregated according to hazard class and prepared for packaging. If a container does not have adequate labeling to permit identification, the MCU operators shall then attempt to identify the material from its physical characteristics using HAZCAT analysis and from information provided by the household presenting the waste.
 - 5. The Participating City's MCU operators shall package all hazardous materials in accordance with United States Department of Transportation (DOT) requirements, United States Environmental Protection Agency (EPA) requirements, and all other applicable federal and state requirements. After all the wastes have been properly identified and segregated, the MCU operators will reexamine the wastes for compatibility, list them on the container content sheets, and pack them into drums. Oil-based paints and latex paints shall be bulked separately in 55-gallon drums, or if the paint is left in its container, the paint can be packed in a lined cubic yard box, and packed and labeled according to federal and state regulations. Participating City shall not transport waste that is not HHW to the ECC. Participating City agrees to make its own arrangements to dispose of any non-HHW waste collected at the event.

6. Prior to transporting the HHW from the collection event site, Participating City's MCU operators shall complete a Bill of Lading, and shall keep the Bill of Lading in the cab of the truck hauling the MCU during transportation of the HHW to the ECC. Participating City shall require that a minimum of one copy of the latest North American Emergency Response Guidebook be kept within the cab of the truck.
7. During transportation, Participating City's MCU operators shall placard the MCU for transportation of hazardous waste in accordance with federal and state law.
8. Upon the return of the MCU to the ECC, Participating City's MCU operators shall follow the instructions of Fort Worth regarding the placement of the MCU for unloading. Fort Worth shall take possession of the MCU from Participating City after the MCU has been properly parked for unloading in accordance with Fort Worth's instructions and all required documents have been delivered to the ECC manager or his designee at the ECC. Fort Worth shall, within a reasonable amount of time, unload the HHW from the Participating City's MCU and store the unit at the ECC. After being contacted, Participating City shall pickup their unit within 10 days.
9. If Fort Worth, in its sole discretion, determines that Participating City's MCU operators improperly packaged any of the HHW delivered to the ECC, Fort Worth shall repackage such waste, and Participating City shall reimburse Fort Worth as set forth herein.
10. If a spill emanating from the Participating City's MCU or the Reserve MCU occurs at the ECC while the MCU is still in Participating City's possession, Fort Worth shall take control of the spill response and Participating City will reimburse Fort Worth for its response costs as set forth herein.

6.

USE OF WASTE DISPOSAL/RECYCLING FIRMS FOR HOUSEHOLD HAZARDOUS WASTE

- A. Fort Worth will enter into a contract(s) with a waste disposal/recycling firm(s) for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of household hazardous waste, from the ECC.
- B. Such firm(s) shall be required pursuant to the contract(s) to assume generator status for the waste collected, (excluding used oil, lead-acid batteries and antifreeze) to choose a disposal site for the waste subject to Fort Worth's approval, and to indemnify Fort Worth and participating cities against any and all environmental damages and the violation of any and all environmental requirements resulting from the handling, collection, transportation, storage, disposal, treatment, recovery, and/or recycling of waste collected pursuant to this agreement, when said environmental damages or the violation of said environmental requirements was the result of any act or omission of contractor, its officers, agents, employees, or subcontractors, or the joint act or omission of contractor, its officers, agents, employees, or subcontractors and any other person or entity.
- C. **THE PARTIES RECOGNIZE THAT ALTHOUGH THE FIRM (S) WILL BE REQUIRED TO ASSUME GENERATOR STATUS, THIS ASSUMPTION WILL NOT RELIEVE PARTICIPATING CITY OF LIABILITY FOR THE WASTE UNDER FEDERAL LAW**

AND STATE LAW. Fort Worth will arrange for recycling vendors for used oil, batteries, antifreeze, and other materials, as it deems appropriate.

7.

REUSE OF COLLECTED MATERIALS

- A. From time-to-time Fort Worth will make available to residents and businesses of Fort Worth, as well as, Participating City and residents and businesses of Participating City for their use, collected household hazardous waste materials that are suitable for reuse, such as paint, fertilizer, motor oil, and antifreeze. Fort Worth shall not charge for any materials that are picked up for reuse.
- B. Some materials made available for reuse may have been consolidated and filtered by Fort Worth prior to being made available. Used antifreeze will have been consolidated in a barrel, filtered, and pH balanced, and new antifreeze may have been added to the barrel.
- C. In regards to materials accepted by Participating City, its employees, residents, or any other person **FORT WORTH MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTIES THAT:**
 - 1. the container contents are what the label indicates;
 - 2. the container contents are those originally placed into the container by the manufacturer;
 - 3. the product is of the quality intended for its use;
 - 4. the contents of the container have been stored properly;
 - 5. the instructions on the container label for use, storage, and first aid are current or correct;
 - 6. the container is in unimpaired condition;
 - 7. the product is still approved for use (i.e., it has not been banned or recalled); and
 - 8. the product can be used without risk to persons, property or the environment.

FURTHERMORE, ALL WARRANTIES, EXPRESS AND IMPLIED, ARE SPECIFICALLY DENIED. PARTICIPATING CITY SHALL NOTIFY RECIPIENTS OF THESE TERMS AND CONDITIONS.

- D. Participating City shall contact the ECC manager to arrange a pickup time to obtain materials. Participating City agrees that it shall not return to Fort Worth, directly or indirectly, any materials it obtains from Fort Worth under this paragraph.
- E. **INDEMINIFICATION REGARDING REUSED OR RECYCLED MATERIALS.**
 - 1. **IN REGARDS TO REUSED OR RECYCLED MATERIALS ACCEPTED BY PARTICIPATING CITY, PARTICIPATING CITY DOES HEREBY WAIVE ALL CLAIMS,**

INCLUDING PRODUCTS LIABILITY CLAIMS, AND RELEASES, AND HOLDS HARMLESS THE CITY OF FORT WORTH, AND ALL OF ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, EXPENSES OF LITIGATION, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OF INJURY TO PERSONS, LOSS OF PROPERTY, DAMAGE TO PROPERTY, OR LOSS OF USE OF ANY PROPERTY , OCCASIONED BY THE TRANSPORTATION, STORAGE, HANDLING, USE, AND DISPOSAL BY PARTICIPATING CITY OF ANY MATERIALS ACCEPTED BY PARTICIPATING CITY UNDER THIS AGREEMENT FROM FORT WORTH.

2. IF THE PARTICIPATING CITY DOES NOT AGREE TO THE INDEMNIFICATION AND WAIVER IN PARAGRAPH E ABOVE, THEN THE PARTICIPATING CITY SHALL NOT ACCEPT, NOR ALLOW ANY OTHER PERSON TO ACCEPT ANY OF THE REUSED OR RECYCLED MATERIALS AND SHALL NOT BE REQUIRED TO AGREE TO THE WAIVER IN PARAGRAPH E. Initial here to reject term 7.E.1. and accept alternate term 7.E.2. _____.

F. In regards to materials accepted by residents or businesses of Participating Cities, FORT WORTH MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTIES THAT:

1. the container contents are what the label indicates;
2. the container contents are those originally placed into the container by the manufacturer;
3. the product is of the quality intended for its use;
4. the contents of the container have been stored properly;
5. the instructions on the container label for use, storage, and first aid are current or correct;
6. the container is in unimpaired condition;
7. the product is still approved for use (i.e., it has not been banned or recalled); and
8. the product can be used without risk to persons, property or the environment.

FURTHERMORE, ALL WARRANTIES, EXPRESS AND IMPLIED, ARE SPECIFICALLY DENIED.

G. Participating City shall attempt to inform its residents and businesses that if they go to the Environmental Collection Center to pick up household hazardous waste for reuse, a release of liability must be signed to accept the household hazardous waste for reuse.

Remainder of this page intentionally left blank

8.
RIGHT TO REFUSE WASTE

Participating City agrees that Fort Worth shall have the right to refuse to accept waste at the ECC from Participating City or Participating City's resident, if in the reasonable judgment of Fort Worth:

- A. The waste is not household hazardous waste;
- B. The waste fails to meet other established criteria established by this Agreement, or that have been established by Fort Worth subsequent to the execution of the Agreement;
- C. The individual does not have sufficient identification to establish that he/she is in fact a resident of Participating City;
- D. Participating City has implemented a voucher system for its residents to dispose of waste, and the individual does not have a valid voucher; or
- E. The waste or the individual presents a hazard to the ECC or to persons or property at the ECC.

9.
ENVIRONMENTAL COLLECTION CENTER HOURS AND DAYS
OF OPERATION

A. Hours of Operation

During the term of the Agreement, the ECC's hours of operation are as follows:
Thursday and Friday 11:00 a.m. – 7:00 p.m.
Saturday 9:00 a.m. – 3:00 p.m.

B. Days the Environmental Collection Center will be closed

During the term of the agreement, the ECC will be closed on the following holidays that are observed on days the ECC would otherwise be open to the public:

Thanksgiving Holiday, Thursday, Friday, and Saturday, November 25-27, 2010
Christmas Holiday, Friday, and Saturday, December 24-25, 2010
New Year's Day, Saturday, January 1, 2011

In addition to the above closures Fort Worth employees will not be available to conduct mobile collection events on May 28 and September 3 although the ECC will remain open on those days. The ECC may close due to furlough days or other causes, and the City of Fort Worth does not represent to Participating City that the ECC will be open on any particular days. If additional closures due to any cause are necessary Fort Worth will notify Participating City prior to the closure unless due to an unforeseeable event.

C. Notifying Residents

Participating City agrees to notify its residents of the ECC's hours of operation and dates it will be closed. Participating City also may advertise the 24-hour Environmental Collection Center telephone number: (817) 871-5257.

10.
COMPENSATION

As fair compensation for the services provided by Fort Worth pursuant to this Agreement:

- A. Participating City agrees to pay Fort Worth the sum of **\$47.00** per household per visit to the ECC (or per participating household in a Mobile Collection Event) to dispose of household hazardous waste. If a Participating City resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge the Participating City based on the total number of households from which the waste originated.
- B. If Fort Worth determines that Participating City's MCU operators improperly packaged any of the HHW delivered to the ECC, Fort Worth shall repackage such waste, and Participating City shall reimburse Fort Worth for its staff time at \$20.00 an hour and the cost of supplies.
- C. If a spill emanating from the Participating City's MCU or the Reserve MCU occurs at the ECC while the MCU is still in Participating City's possession, Fort Worth shall take control of the spill response and Participating City will reimburse Fort Worth for its response costs for City staff time (\$60.00 per hour) plus the cost of supplies and the actual costs for the spill response and remediation incurred by the City of Fort Worth for third party contractors and responding governmental agencies.
- D. The amount due to Fort Worth for services provided under this Section, Paragraphs A, B, and C, shall be billed to Participating City quarterly. Participating City shall pay Fort Worth within 30 days of receiving a bill from Fort Worth. If Fort Worth does not receive payment within 30 days, Fort Worth shall inform Participating City in writing that it will not accept any household hazardous waste from Participating City's residents and that Fort Worth will not participate in a mobile collection event or provide a mobile collection unit until paid.
- E. At the end of the term of this Agreement, Fort Worth shall provide a final accounting to Participating City, which will include the total number of Participating City's households which participated in the program, repackaging fees, if any, and the total cost of spill response charged to Participating City, if any.
- F. Pursuant to the requirements of Government Code §791.011 (a)(3), the amount due to Fort Worth under Subparagraph D. above shall be paid from revenues currently available to Participating City in the present fiscal year.

11.
ARTWORK, "CAPTAIN CRUD AND THE CRUDDIES," AND PROMOTIONAL MATERIALS
LICENSE AGREEMENT

Fort Worth is the owner of "**Captain Crud**" and the Cruddies ("**Bloomer**," "**Otto**," "**Pestie**," "**Scrub**," and "**Van Goo**") and the recycling buddies ("**Scrappy**," "**Juggles**," and "**Cana**")

Nana") "Conquer Your Crud," and "Crud Cruiser", and therefore all ownership rights belong to Fort Worth. Fort Worth has registered these marks as service marks with the Secretary of State.

- A. Fort Worth hereby grants to Participating City a non-transferable, non-exclusive license to use all the artwork and promotional materials that may be provided by Fort Worth to be used solely in the conduct of the business of Participating City's disposal and recycling of household hazardous waste programs. If Participating City wishes to use to Licensed Art and/or Promotional Materials in other limited situations, Participating City must first obtain express written consent from Fort Worth.
- B. Fort Worth may provide licensed Artwork and Promotional Materials to Participating City pursuant to the terms of this Agreement. Participating City acknowledges that by virtue of this License, Participating City acquires only the right to use the original and permitted duplicate copies of the Licensed Artwork and Promotional Materials and does not acquire any rights of ownership in the Licensed Artwork and Promotional Materials, which rights shall remain exclusively with Fort Worth. If Participating City wants to modify or change the artwork and/or promotional materials in any manner, Participating City hereby agrees to contact Fort Worth in writing to obtain written consent before modifying or changing any artwork and/or promotional materials.
- C. If Participating City desires an actor to portray "Captain Crud" for an event, Participating City shall use actors approved by Fort Worth to portray "Captain Crud" since "Captain Crud" is owned by Fort Worth. Participating City shall be solely responsible for compensating actor for the services provided to Participating City. Participating City will contact Fort Worth as soon as possible with the date and time of the event agreeable to both parties to obtain approval for the chosen actor and to request and pickup the "Captain Crud" costume for its events. Fort Worth will provide the "Captain Crud" costume. However, Participating City agrees to be liable to Fort Worth for any damage to the costume or if Participating City fails to return the entire costume to Fort Worth or if the costume is not returned in the same condition as received.

12.
IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, none of the Participating Cities waives, nor shall be hereby deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, and that the services described in this Agreement are a governmental function.

13.
FORCE MAJEURE

A delay or failure of Fort Worth to perform services pursuant to this Agreement shall be excused to the extent that the delay or failure to perform resulted from a force majeure event, and the delay or failure was beyond the control of Fort Worth and not due to its fault or negligence. Participating City shall not have, and hereby waives, any claim whatever for any damages resulting from delays or failure to perform caused by a force majeure event.

14.
TERMINATION

The parties shall each have the right to terminate the Agreement for any reason, with or without cause, upon thirty (30) days written notice to the other party. Upon termination, the parties shall be released from all contractual obligations to the other party excluding "USE OF WASTE DISPOSAL/RECYCLING FIRMS FOR HOUSEHOLD HAZARDOUS WASTE" "REUSE OF COLLECTED MATERIALS" and "ARTWORK, "CAPTAIN CRUD AND THE CRUDDIES," AND "PROMOTIONAL MATERIALS LICENSE AGREEMENT" and any terms and conditions arising from events occurring during the term of the contract .

15.
ENTIRETY

This Agreement contains all commitments and Agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein, except that this Agreement can be amended or modified by the parties if such amendment or modification is in writing and signed by Participating City and Fort Worth.

16.
SEVERABILITY

In the event anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

17.
VENUE

Should any action, real or asserted, at law or in equity, arise out of the terms and conditions of this Agreement, venue for said action shall be in Tarrant County, Texas.

18.
AUTHORITY

This Agreement is made for Fort Worth and Participating City as an Interlocal Agreement, pursuant to Texas Government Code, Chapter 791.

19.
AUTHORIZATION

The undersigned officers and/or agents of the parties hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

SIGNATURE PAGE
INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S
ENVIRONMENTAL COLLECTION CENTER, HOUSEHOLD HAZARDOUS WASTE PROGRAM

CITY OF FORT WORTH

CITY OF _____

By:

By:

Fernando Costa
Assistant City Manager
Date: _____

Printed name: _____
Title: _____
Date: _____

APPROVED AS TO FORM
AND LEGALITY:

APPROVED AS TO FORM
AND LEGALITY:

Arthur N. Bashor
Assistant City Attorney

City Attorney / Assistant City Attorney

ATTEST:

ATTEST:

Marty Hendrix
City Secretary

City Secretary

Contract Authorization

Date

Exhibit "A"

RESTOCKING LIST FOR THE MOBILE COLLECTION UNIT

Material	Amount Restocked	Special Needs	Remarks
55 gallon open top drums (open top for loose packs)	Amount taken off the trailer		
55 gallon drums (closed top) (oil, antifreeze, bulk flammable materials and one extra)	Amount taken off the trailer		
Fiber drums (55 or 30 gallon) Aerosols, acids, bases and oxidizers)	Amount taken off the trailer		
Gaylord box liners (plastic)	Amount taken off the trailer		
55 gallon drum liners	Amount taken off the trailer		
5 gallon buckets (filters/haz chemicals)	Amount taken off the trailer		
Survey Forms	Amount taken off the trailer		
Labels/drum placard	Amount taken off the trailer		
Gaylord boxes	Amount taken off the trailer		
Absorbent pads	Amount taken off the trailer		
Vermiculite	Amount taken off the trailer		
Oil dry	Amount taken off the trailer		
Promotional Materials & Brochures	Amount needed		

Exhibit "B"

WAIVER AND RELEASE OF LIABILITY FOR COLLECTION OF HOUSEHOLD
HAZARDOUS WASTE

I being the owner of property located at _____
have been asked by the City of _____ to allow a mobile collection
event on my property to collect household hazardous waste on the _____, 20____.
I hereby give my permission to the City of _____ and the City of Fort
Worth, to hold a household hazardous waste collection event on my property in which the City
of _____ has asked the City of Fort Worth to send its mobile
collection unit to collect the household hazardous waste that is brought to the event.

Therefore, I hereby RELEASE, DISCHARGE, HOLD HARMLESS, INDEMNIFY the City of
Fort Worth or its officers, agents, and employees and the City of _____
and its officers, agents, and/or employees for any and all claims, demands, liability, causes of
action, actions or suits of any character that I may have against the City of Fort Worth or its
officers, agents, and/or employees and the City of _____ or its officers,
agents, and/or employees for any property loss or damage, for any and all personal injury
including death or any other damage of any kind or character which may arises or that arises
from allowing the City of _____ to hold a household hazardous waste
collection event, in which the City of Fort Worth sends its mobile collection unit on my property.

I have read this Waiver and Release and fully understand its terms and conditions. I have not
been influenced in any extent whatsoever by any representation or statements not contained in
this Agreement.

Signature

Date

Witness

Date



COUNCIL AGENDA BACKGROUND

PRESENTER:

Jill McAdams, *SPHR*, Human Resources Director

ITEM:

Consider a resolution authorizing amendments to the following employee personnel policies:

- VI (While at Work) Employee Break Policy
- VI (While at Work) Computer and Electronic Resources Policy
- VI (While at Work) Software Copyright and Licensing Policy

DISCUSSION:

The employee personnel policy manual was revised in October 2003. From time to time, there becomes a need to revise policies to reflect changes in the law, the way a policy is interpreted or to make the policy easier to understand.

The Employee Break Policy (attached as Exhibit A) was revised to include recent changes to the Fair Labor Standards Act (FLSA) as amended to reflect that the City must offer nursing mothers a private, secure location during a paid break time to express breast milk for up to one year after the birth or adoption of a child. The City must also provide a separate refrigerator for storage purposes. The FLSA was modified to include these items as a result of the passage of the Patient Privacy and Affordable Health Care Act.

The Computer and Electronic Resources and Software Copyright and Licensing Policies were revised by the Information Services Department because both policies reflected outdated language and technology. The Computer and Electronic Resources Policy also includes new guidelines on changing employee's passwords. This was a directive resulting from the City's internal audit. The updated Computer and Electronic Communications Policy and Software Copyright and Licensing Policy are attached as Exhibits B and C, respectively.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing amendments to the following employee personnel policies:

- VI (While at Work) Employee Break Policy
- VI (While at Work) Computer and Electronic Resources Policy
- VI (While at Work) Software Copyright and Licensing Policy

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution

Revised Employee Break Policy-Exhibit A

Revised Computer and Electronic Resources Policy-Exhibit B

Revised Software Copyright and Licensing Policy-Exhibit C

RESOLUTION NO. 10-

A RESOLUTION AUTHORIZING THE APPROVAL AND ADOPTION OF A REVISION TO THE EMPLOYEE BREAK TIME POLICY, COMPUTER AND ELECTRONIC RESOURCES POLICY AND SOFTWARE COPYRIGHT AND LICENSING POLICY.

WHEREAS, the City of Bedford operates under approved personnel policies; and,

WHEREAS, the City Council of Bedford, Texas previously adopted the personnel policies manual by Resolution 03-40; and,

WHEREAS, the Employee Break Time Policy has been revised and is detailed in Exhibit A; and,

WHEREAS, the Electronic Communications Policy has been revised and is detailed in Exhibit B; and,

WHEREAS, the Computer Software Policy has been revised and is detailed in Exhibit C.

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

SECTION 1. That the revised Employee Break Time, Computer and Electronic Resources and Software Copyright and Licensing Policies supersede the same current Policies in the manual adopted by Resolution 03-40 in the personnel policies manual.

PASSED AND APPROVED this 28th day of September 2010, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

8.0 Employee Breaks

Purpose

The purpose of this policy is to outline the guidelines pertaining to employee breaks.

Policy Statement

The City recognizes that employees may need a break from time to time throughout the day for various reasons. To this end, if authorized by the department and with approval from an immediate Supervisor, employees may take up to two (2) 15 minute rest periods each workday.

These breaks are considered a privilege and not a right or a requirement by law. Therefore, these breaks may not interfere with the employee's work or the work of the department. These short breaks may be denied by the Supervisor if these breaks cause interference or are abused by the employee.

All employees who work eight (8) or more hours a day are required to take a one hour lunch break. Employees may not shorten their lunch break or "flex" any portion of the lunch break in order to leave early.

The Fair Labor Standards Act (FLSA) requires that nursing and adoptive mothers be provided a reasonable break time in order to express breast milk for her nursing child for up to one (1) year after the child's birth or adoption (as applicable) each time such an employee has a need to express the milk. The City will provide a private, secure location with a separate refrigerator in the employee's building for this purpose. The employee and her Supervisor will agree on the times for these breaks. The City may require medical certification to support the stated intent of this section of the policy.

Applicability

This policy applies to all employees.

Definitions

None

Responsible Person/Getting Help

Employees who have questions regarding this policy may contact their department management team or Human Resources for clarification.

Policy Authority

The City of Bedford City Council authorizes this policy. The City's management team and Human Resources are responsible for interpreting and enforcing this policy.

Implementation Procedures

All break times must be coordinated with the employee's Supervisor to ensure that break times ensure adequate department coverage.

In accordance with the FLSA, when requested, the City will provide adequate private space within a City facility for the purpose of expressing breast milk. In order to prepare such a designated space, the City requires advance notification (that an employee is requesting this break time) so that space can be designated and prepared within a facility. For the purposes of this policy, a written request directed to Human Resources will suffice.

Human Resources will work with Facilities Maintenance and the Department management to ensure that an adequate space is prepared and maintained for the duration of the period of time expressing is requested.

Breaks taken for the purpose of expressing breast milk will run concurrently, not in addition to, other breaks taken throughout the day.

18.0 Computer and Electronic Resources Policy

Purpose

This policy provides the City of Bedford (The City) employees with effective, consistent standards in regards to the use of the Internet, the electronic mail system (e-mail) and all computers (including, but not limited to, desktop computers, laptop computers, and servers) owned by the City of Bedford. Employee-users are expected to be knowledgeable of these and all policies of the City of Bedford.

Policy Statement

Internet/E-mail and Computer Usage Policy Statement:

Access to the Internet, E-mail system and the City's computer system is provided to staff members for the benefit of the Organization and its customers. Every staff member has a responsibility to maintain and enhance the City's public image, and to use these systems in a productive manner. To ensure that all employees are responsible, productive users and are protecting the City's public image, the following guidelines have been established for using these systems. All electronic communications and stored information transmitted, received, or archived in the City's information system is the property of the City. The City reserves the right to access and disclose all messages sent through these systems. Following are guidelines in using the systems:

- Communications on these systems should be treated as formal documents with proper business standards being followed. Spelling, grammar and punctuation should be checked.
- Follow the chain of command. Do not copy or jump management levels unless absolutely appropriate.
- Use professional language. Never send abusive, harassing, or threatening messages, even in jest.
- Use common sense about what you say or send. You cannot control who will ultimately read it.
- Confidentiality is a misnomer and privacy does not exist. A good rule of thumb is "never write anything that you would not want to become public knowledge."
- Review your message before you send it, a sentence that might be clear to someone talking to you face to face might come across quite differently without the tone of your voice or the facial expressions.
- Practice good housekeeping rules. Storage space on the computer is critical.
- Delete old or out-dated material. Delete unimportant messages as you read them.
- Keep your E-mail "in" and "sent" boxes clean. All city employees are required to purge their files every 60 days. The City reserves the right to delete all items in these boxes after 60 days.
- Do not save multiple copies of the same message. (When you send a message and get a response with your original message attached, you begin to have several layers; you only need to save the last one). Do not reply with attachments or use "reply all" unless the response requires it.
- Use professional courtesy and business etiquette.
- Be careful when using sarcasm and humor. Without the personal interaction, your joke could be viewed as criticism.
- Employees are prohibited from adding, modifying or removing any peripheral items or replacing any existing items such as mice/mouse, keyboards, screensavers, digital cameras, etc. without the permission of the Deputy Director of Information Services or his designee. This includes telephone cords and any other employee-purchased equipment.
- Employees are prohibited from installing/adding screen savers, wall paper, or non-work related images to their computer. Employees may only use the pre-installed screen savers and wall paper that is already available on the computer. (Even though the Operating System makes a provision for creating a personal screen saver with personal photos, City policy prohibits the employee from doing this.)

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Acceptable Uses of the Internet and E-mail

Employees accessing these systems are representing the City. All communications will be for professional reasons. Employees are responsible for seeing that these systems are used in an effective, ethical and lawful manner. Databases authorized by the Information Services department may be accessed for information as needed. E-mail may be used for business contacts.

Unacceptable Use of the Internet and E-mail

These systems shall not be used for personal gain or advancement of individual views. Solicitation of non-city business, or any use of any of these systems for personal gain is strictly prohibited. Use of these systems must not disrupt the operation of the network or the networks of other users. It must not interfere with your productivity. Subscribing to mailing lists for anything other than professional groups is prohibited. The use of any email service not provided by the City is strictly prohibited.

Open Records and Retention

The policy of the City is to comply with state record management laws, and the regulations issued by the Texas State Library. This law requires the City to retain records sent, received, or generated in the course of conducting city business following criteria listed in the City's approved records retention schedule. The City of Bedford users are to adhere to the City's Record Management Policy. The user that originates a message inside the City or receives a message from outside the City is the record holder for that message and must retain it according to the retention period for the record category into which it fits.

Electronic mail messages can fall into any record category and must be retained according to the City's record retention schedule for that category of record. Most electronic mail messages fall into one of three categories: (1) transitory/routine information which may be deleted as soon as the purpose for which the record was created has been met; (2) general administrative correspondence, which must be maintained for two (2) years; or (3) Policy and Program Development correspondence, which must be maintained for five (5) years. It is recommended that transitory information be deleted after it has been sent, or after it is no longer useful. If an e-mail correspondence falls under either Administrative or Policy and Program Development and is directly linked to another record series (such as an e-mail regarding workers' compensation claim), then its minimum retention period is going to be the same as that particular record series. Contact the City Secretary's office for questions regarding records retention schedules. All other correspondence is to be printed and maintained in paper form until its retention has been met. Once printed, it should be deleted from the network.

Electronic Mail/Voice Mail

The content of *e-mail and voice mail messages* (for any file) may not contain anything that would reasonably be considered offensive or disruptive to any employee. Offensive content would include, but is not limited to, sexual comments or images, racial slurs, gender specific comments or any comments that would offend someone on the basis of their age, sex, sexual orientation, religious or political beliefs, national origin, or disability. Regarding Internet and e-mail access and usage be advised that use of the Internet and e-mail provided by the City expressly prohibit but is not limited to the following:

- Dissemination or printing of copyrighted materials, including articles and software, in violation of copyright laws.
- Sending, receiving, printing or otherwise disseminating proprietary data, trade secrets or other confidential information of the City in violation of City policy or proprietary agreements.
- Offensive or harassing statements or language including disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, and religious or political beliefs.
- Sending or soliciting sexually oriented messages or images.
- Operating a business, usurping business opportunities or soliciting money for personal gain, or searching for jobs outside the City of Bedford.
- Sending chain letters.
- Gambling or engaging in any other activity in violation of local, state or federal law.
- The circulation of jokes, comics or non-job related computer graphics.

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Proper and Ethical Use of Electronic Mail

At any time and without prior notice, the City management reserves the right to examine e-mail, personal file directories, and other information stored on the City's computers. This examination helps to ensure compliance with internal policies, supports the performance of internal investigations, and assists with the management of the City's information systems.

As such, the Deputy Director of Information Services or his designee may monitor the content of electronic mail. Use of the Electronic Mail system constitutes acceptance of such monitoring.

This policy should be read and interpreted in conjunction with all other City of Bedford policies including but not limited to policies prohibiting game playing, harassment, discrimination, offensive conduct or inappropriate behavior. Employee-users are prohibited from using electronic mail for any unethical purposes, including but not limited to pornography, violence, gambling, racism, harassment, or any illegal activity. Employee-users are also forbidden from using profanity or vulgarity when posting electronic mail. Employee-users are also prohibited from using electronic mail through the City's systems for any other business or profit-making activities.

Disclosure of any confidential information through electronic mail to any party not entitled to that information is prohibited. Employee-users are prohibited from entering into any contracts or agreements for services or purchases through Electronic mail. Any such contract or agreement must be executed through normal channels and must be expressly authorized by management. In general, employee-users should exercise the same restraint and caution in drafting and transmitting messages over the electronic mail as they would when writing a memorandum and should assume that their message will be saved and reviewed by someone other than the intended recipients.

Transmitting E-mail to "Everyone/All" Group

Employee-users are discouraged from sending electronic mail to all other employee-users through the use of the "Everyone/All" address group unless expressly authorized by management to do so. Excessive use of this address group strains the network. Use of the "All" address group shall be for business related information only. The "All" address group shall not be used to notify all users that a particular person is going to be on vacation, out of town, has an item to sell, etc.

Authentication Process

The City of Bedford's computer network isn't simply a collection of individual desktop computers connected together with wires. Computer workstations are specifically configured to function with servers which host a variety of computer programs that manage sensitive information critical to the City's mission.

The network also carries telephone voice traffic for all of our facilities. Security is vitally important for many reasons, and safeguarding secure passwords is the frontline of security. As such, all City employees and contractors and vendors with access to City's computer systems are responsible for taking the appropriate steps, as outlined below, to select and secure their passwords.

City of Bedford Computer Passwords

The City requires that the following stipulations pertaining to computer passwords must be followed:

- Passwords must be changed every 60 days.
- Passwords must be at least 8 characters in length.
- Passwords must consist of a combination of letters, numbers, and special characters. Passwords must not contain any part of user account logon name or parts of the user's full name that exceed two consecutive characters.
- Passwords must contain characters from any of the following four categories: Uppercase characters (A...Z), Lowercase characters (a...z), Numbers (the digits 0...9), Non-alphabetic characters (! @ # \$ % ^ & * _ + = ? ~ ' ; : , < > | \)
- Passwords must not be used in the last 8 password changes.
- Should you have 5 consecutive invalid logon attempts, your logon account will be locked down for a period of 30 minutes.
- Passwords are case sensitive, while the user name (logon ID) is not case sensitive.

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- Computers should not be left unattended with the user logged on. Users are required to lock their computers by pressing the CTRL-ALT-DEL keys and select "Lock Computer" before leaving their workstation. The use of any password protected screen saver IS PROHIBITED on any City computer.

Password Protection Guidelines

1. Never write passwords down.
2. Never send a password through email.
3. Never include a password in a non-encrypted stored document.
4. Never tell anyone your password. On occasion, it may be necessary for Information Services staff to ask for your password when diagnosing a reported error or problem with your computer and/or logon. Once shared, you must change your password as soon as possible.
5. If anyone, other than Information Services personnel, asks for your password, refer them to the Information Services department.
6. Never hint at the format of your password.
7. Never reveal or hint at your password on a form on the internet.
8. Never use the "Remember Password" feature of application programs such as Internet Explorer, your email program, or any other program.
9. Never use your city network password on an account over the internet which does not have a secure login where the web browser address starts with https:// rather than http://.
10. Report any suspicion of your password being broken to the Information Services department.
11. Don't use common acronyms as part of your password.
12. Don't use common words or reverse spelling of words in part of your password.
13. Don't use names of people or places as part of your password.
14. Don't use part of your login name in your password.
15. Don't use parts of numbers easily remembered such as phone numbers, social security numbers, or street addresses.
16. Be careful about letting someone see you type your password.

Choosing Passwords

- Embed a word or part of a word within another.
- Misspell a word deliberately especially if you use a word for part of your password.
- Interweave two or more words.
- Use a phrase that is personal to you and use the first, second, or third character in each word in each phrase. The Phrase can be a question and answer phrase. There can be several variants to this approach: (1.) Use a phrase that has a number at the end of it. (2.) The question part of the phrase uses the first second, or third character in each word the answer part of the phrase uses a numeric representation of the first second or third character in the word to build the password. (3.) After building the password intermix the numbers and characters in a way that you can remember. (4.) Put the answer part of the phrase before the question. (5.) Sometimes use capital letters, and sometimes use lower case letters. Use unusual capitalization in your phrase. (6.) Use a numerical representation of the letters of the alphabet for part of your phrase or one word in your phrase. (For example A is 1, B is 2, C is 3, etc.) (7.) Use punctuation or special characters in part of your phrase.

Changing your Password

- Desktop Users – when signed on, perform the password change procedure by pressing the <CTRL> <ALT> <DELETE> keys at the same time and then click the "Change Password" button. Follow the screen instructions to change your password.
- Outlook Web Access (OWA / Internet) Only Users – sign into your e-mail from your browser, and then click on "Options" in the blue OWA bar. After clicking on "Options", click on "Change Password" in the navigation pane (left side). Follow the screen instructions to change your password.

FINAL DRAFT Exhibit B

Security

All messages created, sent or retrieved over any electronic system are the property of the City, and should be considered public information. *The City reserves the right to access and monitor all messages and files on all systems as deemed necessary and appropriate.* Internet messages are public communication and are not private. All communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver. Past court decisions have treated electronic communications as subject to Open Records Requests under the Open Records Act. Therefore, all E-mail correspondence must be conducted in a professional manner consistent with standard City business requirements.

Harassment

Harassment of any kind is prohibited. No messages with derogatory or inflammatory remarks about an individual or group's race, religion, national origin, physical attributes, or sexual preference will be transmitted.

Violations

Violations of any guidelines listed above may result in disciplinary action up to and including termination. If necessary the City will advise appropriate legal officials of any illegal violations.

- a) The first violation will result in a one week suspension from the use of the Internet
- b) The second violation will result in a one month suspension from the use of the Internet
- c) The third violation will result in permanent suspension from the use of the Internet. (Only permission from the City Manager will re-instate the usage).

Applicability

This policy applies to all employees.

Definitions

Peripheral: A device that is attached to a host computer but not part of it, and is more or less dependent on the host. It expands the host's capabilities, but does not form part of the core computer architecture. Examples include: printers, image scanners, tape drives, microphones, audio speakers, webcams, and digital cameras, and smart phones.

Responsible Person/Getting Help

Employees who have questions regarding this policy may contact their department management team or the Human Resources division for clarification.

Policy Authority

The City of Bedford City Council authorizes this policy. The City's management team and Human Resources are responsible for interpreting and enforcing this policy.

Implementation Procedures

Employees are made aware of City policies regarding the use of electronic resources via The Employee Handbook and they are expected to adhere to those rules and guidelines. In the event that an employee violates one of the policies, the Deputy Director of Information Services or his designee will work with City Management to resolve the situation.

19.0 Software Copyright and Licensing Policy

Purpose

It is the intent of The City of Bedford (the City) to comply with all copyright laws and software license agreements when acquiring, installing and using software on personal computers owned by the city. In most cases, this involves purchasing one copy of each software package for each computer where the software is to be installed. No software is to be installed on City PC's that has not been reviewed, approved and purchased by the Information Services Deputy Director or his designee. United States Federal Copyright laws protect software. This law protects the rights of a company producing software. For example, it is illegal to make or distribute copies of copyrighted material without authorization of the copyright owner (the only exception being the right of the user to make a backup copy for archival purposes). The copyright law makes no distinction between duplicating software for sale or for free distribution. Unauthorized duplication of software, often referred to as "Piracy", is a federal crime and is specifically prohibited by this policy statement.

Policy Statement

The Software License Agreement

Purchasing software only means the company that produced the software has granted a purchaser a license to use it according to the terms of the license included in the software. When you open a software package, generally the media packages are sealed inside an envelope. The software license is usually printed on the outside of that envelope. Other companies print the license agreement in the manual. The City does not have agreements with our vendors that supersede the terms and conditions of these license agreements. City employees shall use the software only in accordance with the license agreement. The use of software produced by the City also falls within the realm of copyright laws and must not be given away, loaned or sold to other individuals or government entities. If, after reviewing the terms and conditions contained in the software license agreement, you are unwilling or unable to comply with those terms, you must not use or install the software. Instead, contact the vendor who, in most cases, will take it back for a refund.

Sharing Software

It is a common misconception that software purchased by the City may be installed on as many machines in the City as desired. Unless the license specifically allows it, a given software package generally may be used on only one computer. A good rule of thumb is that you must have an original software license on file for each machine where a given software package is installed. The purchase of a single copy of a software package may allow that title to be installed on multiple machines in a department or in the City. However, the license will usually state that the product may not be used on more than one machine simultaneously.

Software on a Network

Although most software titles may actually be shared on multiple PC's if those PC's are attached to a network, it is a violation of the copyright to do so unless:

- The package was specifically designed to run on a network, and you're not exceeding the number of users as designated by that package and the software license contained in that package
- We have a site license for that product.

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Site Licensing

For commonly used software titles, it may make sense for a site license to be purchased from the owner of the software. A site or corporate license, as its name implies, allows an entire "site" as defined in the agreement to use a software package for a flat fee. Site licenses also frequently include a provision to allow the licensee (in this case the City of Bedford) to purchase additional manual sets at a nominal charge. The Information Services Deputy Director or his designee can tell you the products for which we have obtained a site license. Before making a decision to buy a large quantity of a software program for an entire department, the Department Head should review the proposal with the Information Services Deputy Director or his designee to ensure the most cost-effective purchase.

The Information Services Deputy Director or his designee must approve the purchase of all software and supervise its installation on the network.

Evaluation Copies

Due to the nature of our business, we may have a need for or be provided with software programs for the purposes of evaluation. Except under unusual circumstances, we do not pay for programs when used for these purposes. Such programs should always be obtained through the Information Services Deputy Director or his designee. In addition to adhering to the terms of the license agreement included with these programs, the recipient must not loan, give or sell a program to any other individual without the express permission of the copyright owner.

Violations of this Software Policy

Employees learning of any misuse of software or related documentation within the City shall notify their Department Head. Employees who make, acquire or use unauthorized copies of computer software shall be disciplined as appropriate under the circumstances. The City of Bedford does not condone the illegal duplication or use of software.

Applicability

This policy applies to all employees.

Definitions

Software Licensing: A software license is a legal instrument (by way of contract law) governing the usage or redistribution of software. All software is copyright protected, irrespective of whether it is in the public domain. It is common practice for software vendors to permit customers to 'try before they buy'. In this case, they offer the software as 'shareware' and propose a trial of say, 30 days. At the expiration of the 30 day period, and depending upon the ingenuity of the developer, the software can refuse to load without the input of a valid license key; or it can continue to run as normal or can require the continue depression of a button to signify your understanding of the terms of the license. Unlicensed software is a major threat to an organization's Information Security because, not only does this jeopardize the legal position, it also threatens the data held on such systems as no support will be provided.

Responsible Person/Getting Help

Employees who have questions regarding this policy may contact their department management team or the Human Resources division for clarification.

Policy Authority

The City of Bedford City Council authorizes this policy. The City's management team and Human Resources are responsible for interpreting and enforcing this policy.

Implementation Procedures

The Department of Information Services reserves the right to conduct routine audit inspections of City computers and servers to ensure that any software being used has been appropriately installed and complies with any copyright or licensing issues. In the event that unauthorized software is found, the Deputy Director of Information Services or his designee will work with City Management to resolve the issue.



COUNCIL AGENDA BACKGROUND

PRESENTER:

James Tindell, Fire Chief

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with Dr. Roy Yamada, M.D., Fort Worth, Texas, to provide medical control services for the City of Bedford's emergency medical operations.

DISCUSSION:

Dr. Roy Yamada has been serving as medical director for the City's emergency medical services since December of 1998. The City of Bedford reviews and renews Dr. Yamada's contract annually. The City of Bedford wishes to renew Dr. Yamada's annual contract in the amount of \$17,500.00 for 2010/2011. There have been no changes in Dr. Yamada's contract.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with Dr. Roy Yamada, M.D., Fort Worth, Texas, to provide medical control services for the City of Bedford's emergency medical operations.

FISCAL IMPACT:

The cost for this service is \$17,500.00 annually. The funds for this service were included as part the Fire Department's base budget approved during the FY 10-11 budget process.

ATTACHMENTS:

Resolution
Contract

RESOLUTION NO. 10-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH DR. ROY YAMADA, M.D., FORT WORTH, TEXAS, TO PROVIDE MEDICAL CONTROL SERVICES FOR THE CITY OF BEDFORD'S EMERGENCY MEDICAL OPERATIONS.

WHEREAS, the City Council of Bedford, Texas has determined the necessity to continue a contractual agreement for medical control services; and,

WHEREAS, the City Council of Bedford, Texas has determined the contractual agreement to be continued with Dr. Roy Yamada, M.D. of Fort Worth, Texas.

NOW, THEREFORE, BE RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS:

SECTION 1. That the City Council hereby authorize the City Manager to enter into a contract with Dr. Roy Yamada, M.D., of Fort Worth, Texas to provide medical control services for the City of Bedford's emergency medical operations.

PASSED AND APPROVED this 28th day of September 2010, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

MEDICAL CONTROL SERVICES AGREEMENT

This MEDICAL CONTROL SERVICES AGREEMENT (The “Agreement”), executed this 1st day of October, 2008, by and between the CITY OF BEDFORD FIRE DEPARTMENT (the “Department”), and Dr. Roy Yamada.

WITNESSETH:

WHEREAS, the Department is the operator of an advanced life support ambulance service;

WHEREAS, Dr. Yamada can offer medical control, and other support services to municipal corporations, providing emergency services; and

WHEREAS, the Department desires to engage Dr. Yamada, and Dr. Yamada desires to be engaged by the Department, to provide certain medical control services for the Department’s emergency services to the extent set forth herein;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department and Dr. Yamada do hereby agree as follows:

I. OBLIGATION TO PROVIDE MEDICAL CONTROL SERVICES AND PAYMENT THEREFOR

1.1 Obligation to provide Medical Control Services. During the term (as defined in Section 1.3 hereof) of this Agreement, and subject to the conditions and provisions hereof, Dr. Yamada will provide the Department with the Medical Control Services described in Article II of this Agreement

1.2 Payment for Medical Control Services.

(i) Basic Service Fee. In consideration for Dr Yamada providing the Department with the medical control described in Section 2.1, the Department will pay Dr. Yamada \$17,500 per year (the “Basic Service Fee”). The Basic Service Fee will be payable in advance on the first Business Day of October.

(ii) Price Changes. Dr. Yamada may change the amounts of the Basic Service Fee set forth in subpart (I) of this section upon 30 days prior written notice to the Department; provided, however, the Department may, as a result of any increase in the Basic Services Fee, terminate this Agreement upon 30 days prior written notice to Dr. Yamada.

- 1.3 Term. This Agreement will commence on the date hereof and, unless otherwise terminated as provided herein, will continue for an initial twelve (12) months. During the initial term, the Department may terminate the Agreement by giving Dr. Yamada written notice ninety (90) days before the beginning of any City fiscal year. Upon completion of such initial twelve (12) month term, this Agreement will be automatically renewed unless either the Department or Dr. Yamada will have therefore given the other party 90 days prior written notice of its election to terminate this Agreement. Correspondingly, upon completion of the initial twelve (12) month renewal period or any subsequent twelve (12) month renewal period, this Agreement will continue to be automatically renewed for 12 month periods unless either the Department or Dr. Yamada has therefore given the other party 90 days prior written notice of its election to terminate this Agreement. At some point, if it is believed to be in the best interest of the Department and Dr. Yamada, the twelve (12) month renewal period may be extended to a length of time greater than twelve (12) months if both parties are in agreement.

II.
DESCRIPTION OF MEDICAL CONTROL SERVICES
PROVIDED BY DR. YAMADA

2.1 Medical Control. During the Term of this Agreement, Dr. Yamada will arrange for on-line medical direction and other medical control to the Department's City's emergency ambulance service on a continuous, 24-hour basis on each day of the week. On-line medical direction, and other medical control, will be provided by the physician on duty, at the receiving medical facility, using established guidelines and medical protocols through voice contact. During the Term of this Agreement, Dr. Yamada will provide the Department's emergency ambulance service with off-line medical direction and other medical control. Such off-line medical direction and other medical control will utilize established guidelines and treatment protocols to monitor and evaluate the quality of patient care provided by the Department's emergency ambulance service. Dr. Yamada will provide all services required of a medical director by Chapter 197, State Board of Medical Examiner Rules.

- (i) Patient Chart and Case Reviews. As needed, Dr. Yamada will sponsor or conduct, on an individual basis for the Department's emergency ambulance service, patient chart or case reviews, for the purpose of complying with quality control provisions as required by Texas Department of Health.

III.
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Department. The Department represents and warrants to, and agrees with Dr. Yamada as follows:

(i) The Department has full power and authority to exercise and deliver this agreement. The execution and delivery of this Agreement by the Department will not constitute default under, or violate any provision of, the City of Bedford Charter or any agreement to which, the Department is a party or any statute, rule, regulation, judgment or order by which it is bound.

(ii) The Department has, and will at all times maintain all licenses and permits required of it to own and operate the emergency service and to conduct the activities contemplated by this Agreement. The Department will at all times operate the emergency service in accordance with all applicable laws and regulations.

3.2 Representations and Warranties of Dr. Yamada. Dr. Yamada hereby represents and warrants to, and agrees with, the Department as follows:

(i) Dr. Yamada is duly organized, validity existing and in good standing as a Medical Doctor and F.A.C.E.P. under the laws of the State of Texas.

(ii) Dr. Yamada has full power and authority to execute and deliver this Agreement. The execution and delivery of this agreement by Dr. Yamada will not constitute default under, or violate any provision of, any agreement to which Dr. Yamada is a party or any statute, rule, regulation, judgment or order by which it is bound.

IV.
INSURANCE AND INDEMNIFICATION

4.1 City/Department's Insurance. The City of Bedford is insured through the Texas Municipal League and does carry liability insurance. Any request for financial information will be handled in accordance with existing open records law of the State of Texas.

4.2 Dr. Yamada's Insurance. Dr. Yamada is insured and carries the customary hospital and general liability insurance.

- 4.3 Indemnification by the Department. To the extent allowed by law the Department will indemnify and hold harmless Dr. Yamada from and against any and all liabilities, costs, damages and expenses (including attorney's fees and expenses) as permitted by law, resulting from or attributable to any and all willful misconduct or negligent acts and omissions of the Department and its emergency ambulance providers, public officials, employees and agents arising from or in connection with the Department's emergency ambulance service or the Department relating to or otherwise affecting this agreement.
- 4.4 Indemnification by Dr. Yamada. Dr. Yamada will indemnify and hold harmless the City and its public officials, employees and agents from and against any and all liabilities, costs, damages and expenses (including attorney's fees and expenses) resulting from or attributable to any and all willful misconduct or negligent acts and omissions of Dr. Yamada arising from or in connections with Dr. Yamada's involvement with the Department's emergency ambulance services provided by Dr. Yamada to the Department pursuant to this Agreement.
- 4.5 Non-waiver of Defenses Under the Texas Tort Claims Act. Nothing in this agreement shall in any way diminish or otherwise adversely affect any rights which the Department may have as to any claimant or plaintiff (other than Dr. Yamada) to assert defenses of the Texas Civil Practices and Remedies code, or any other statutory or common law defenses available to municipalities in the State of Texas.

V.
MISCELLANEOUS PROVISIONS

- 5.1 Notices. Any notice required or permitted pursuant to this agreement will be deemed sufficient if in writing and hand-delivered or sent by registered or certified mail, postage prepaid and if addressed (I) to Dr Yamada, 5800 Forest Bend Place, Ft. Worth, Texas, 76112, and if (ii) to the Department, to the address set forth below under the Department's signature.
- 5.2 Applicable Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Texas.
- 5.3 Entire Agreement Amendment. This Agreement constitutes the entire agreement and understanding between the Department and Dr. Yamada. This Agreement may not be amended, except by the instrument, in writing, executed by the party against which enforcement is sought.
- 5.4 Successors and Assigns. This Agreement will be binding upon, and will insure to the benefit of, the Department and Dr. Yamada and their respective successors and assigns; provided, however, neither the Department nor Dr. Yamada may assign this Agreement without the prior written consent of the party hereto.

5.5 Venue. Venue for any dispute under this Agreement will be in Tarrant County, Texas.

IN WITNESS WHEREOF, the City of Bedford Fire Department and Dr. Roy Yamada have executed this Agreement as of the date first above written.

City of Bedford

Medical Director

Beverly Queen, City Manager

Dr. Roy Yamada, MD

Date: _____

Date: _____

Address:

Address:

2000 Forest Ridge
Bedford, Texas 76021

5800 Forest Bend Place
Fort Worth, Texas 76112



COUNCIL AGENDA BACKGROUND

PRESENTER:

James Tindell, Fire Chief

ITEM:

Consider a resolution authorizing the City Manager to purchase a mobile satellite data system and related components from Satellite and Wireless Solutions, LIC, in the amount of \$30,891.

DISCUSSION:

The Bedford Fire Department is a recipient of the 2009 State Homeland Security Grant Program. The grant funds are designated to update the communications system and related equipment that are fixed to the Mobile Command Post (MCP) vehicle. A portion of the grant is allocated to the installation of a mobile satellite data system in the MCP.

In most cases, common data and voice communications are disrupted during a disaster, the exception being communications via satellite. The mobile satellite data system allows direct data and voice communications to agencies inside and outside a disaster zone. The system will be installed locally by Satellite and Wireless Solutions, LIC, listed with the State Department of Information Resources (DIR) as a co-op contractor in compliance with the State of Texas competitive bidding requirements. DIR serves in a leadership role to facilitate the State's economic competitiveness through its ability to deliver quality information resources commodities and services at the lowest prices and best value for state and local government as well as the K-12 public and higher education systems.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase a mobile satellite data system and related components from Satellite and Wireless Solutions, LIC, in the amount of \$30,891.

FISCAL IMPACT:

No fiscal impact. The grant is 100% funded as approved by the State of Texas.

ATTACHMENTS:

Resolution
DIR Fact Sheet

RESOLUTION NO. 10-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A MOBILE SATELLITE DATA SYSTEM AND RELATED COMPONENTS FROM SATELLITE AND WIRELESS SOLUTIONS, LIC, IN THE AMOUNT OF \$30,891.

WHEREAS, the City Council of Bedford, Texas, determines the need to purchase one mobile satellite data system and related equipment; and,

WHEREAS, Satellite and Wireless Solutions, LIC, is a co-op contractor through the State Department of Information Resources, in compliance with the State of Texas competitive bidding requirements.

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

SECTION 1. That the City Council hereby authorizes the City Manager to purchase a mobile satellite data system and related components from Satellite and Wireless Solutions, LIC, in the amount of \$30,891.

PASSED AND APPROVED this 28th day of September 2010, by a vote of ayes, nays, and abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

DIR Fact Sheet

Satellite and Wireless Solutions, LLC

URL	Vendor Website	DIR Contract Number	DIR-SDD-1035
Vendor ID	1461473552500	Contract Term End Date	6/26/2011
HUB Type	Non HUB	Contract Exp Date	6/26/2013

Satellite and Wireless Solutions, LLC
DIR

Contact	Mike Rambo	Contact	Sergio Upton
Phone	(972) 816-3810	Phone	(512) 936-3101
Fax	972-843-6569	Fax	(512) 475-4759

Department of Information Resources, State of Texas

DIR's Information and Communications Technology (ICT) Cooperative (Co-op) Contracts program (formerly known as Go DIRect) is a streamlined cooperative purchasing program for state and local government, public education and other public entities in Texas, as well as public entities outside the state.



DIR provides statewide leadership and oversight for management of government information and communications technology. Since its creation in 1989, when the Texas Legislature enacted Chapter 2054, Texas Government Code (the Information Resources Management Act), DIR's responsibilities and authority have evolved significantly. In 2005, the 79th Legislature (HB 1516) signaled a clear mandate for the state to restructure the roles and responsibilities of agencies for its investment in information and communication technology. DIR has served in a leadership role to facilitate the state's economic competitiveness through its ability to deliver quality information resources commodities and services at the lowest prices and best value for state and local government as well as the K-12 public and higher education systems.

The mission of the Department of Information Resources (DIR) is to provide technology leadership, solutions and value to all levels of Texas government and education, to enable and facilitate the fulfillment of their core missions. To support the mission, DIR has five objectives:

- Solve common business problems through managed services
- Deliver business value and maximize buying power through integrated technology supply chain services
- Provide leadership to secure the state's technology assets and promote appropriate use of citizen information
- Enhance statewide technology management and collaboration, and

- Deploy value-added technology solutions to meet agency core missions and serve Texas citizens

In addition to our work in establishing statewide technology policies and guidelines with **IT Leadership**, DIR has five key functions that support these objectives:

ICT Cooperative Contracts saves taxpayer money by leveraging the state's volume-buying power to drive down costs on more than 750 technology contracts through a streamlined co-op purchasing program. In FY 2009 alone, the program had over \$1.3 billion in sales generating more than \$171 million in taxpayer savings.

Texas.gov is the official eGovernment web portal for the state of Texas. As a self-supporting public-private partnership with Texas NICUSA, Texas.gov offers more than 1000 convenient online services including driver license and vehicle registration renewals in a secure technical and service infrastructure. Since its inception in 2000, Texas.gov has received more than 198 million visits and processed more than 118 million financial transactions.

Information Security, which includes the state Network and Security Operations Center (NSOC), delivers security information management and vulnerability assessment services to Texas state agencies, local governments, and institutions of higher education. DIR also develops statewide security policies and best practices, maintains a 24/7 security alert and response system, and promotes security awareness through training.

Data Center Services (DCS) manages the outsourced consolidation of 27 key agency data centers into two locations resulting in technology upgrades and improvements in addition to cost savings as a result of statewide economies of scale. This DIR initiative enables agencies to access data center computing as a managed service and pay only for the amount of services used rather than invest in technologies that become quickly outdated and are expensive to own or lease.

Communication Technology Services (CTS) manages the statewide communications infrastructure that provides voice, video, and data, including integrated voice response, telephony, wide area network, virtual private network, and call center solutions to more than 600 state and local government agencies. This infrastructure is adaptable to changing customer requirements, and can rapidly incorporate new and emerging technologies.



COUNCIL AGENDA BACKGROUND

PRESENTER:

Rick Nash, Emergency Management Coordinator

ITEM:

Consider a resolution authorizing the City Manager to enter into an agreement between the City of Bedford, Texas and Motorola, Inc in the amount of \$46,160.66 for support and maintenance of the trunk radio infrastructure and for the trunk radio system manager.

DISCUSSION:

The City of Bedford initially entered into an inter-local agreement on October 1, 1996 forming the Northeast Tarrant County (800 MHz) Trunk Radio Consortium with the cities of Colleyville, Euless, Grapevine, Keller and Southlake as members, sharing expenses equally. The City of Bedford, Texas will enter into a one year agreement with Motorola, Inc. in the amounts of \$183,653.88 for support and maintenance of the trunk radio infrastructure and \$93,310.08 for the trunk radio system manager. The grand total amount of \$276,963.96 will be divided equally with one-sixth (\$46,160.66) being paid by each member city. The term for both agreements is October 1, 2010 through September 30, 2011.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an agreement between the City of Bedford, Texas and Motorola, Inc in the amount of \$46,160.66 for support and maintenance of the trunk radio infrastructure and for the trunk radio system manager.

FISCAL IMPACT:

Fiscal impact to the City of Bedford and the amount budgeted in the FY2010-2011 General Fund is \$46,160.66 for this agreement.

ATTACHMENTS:

Resolution
Agreement

RESOLUTION NO. 10-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF BEDFORD AND MOTOROLA, INC IN THE AMOUNT OF \$46,160.66 FOR SUPPORT AND MAINTENANCE OF THE TRUNK RADIO INFRASTRUCTURE AND FOR THE TRUNK RADIO SYSTEM MANAGER.

WHEREAS, the City Council of Bedford, Texas determines the necessity to enter into an agreement with Motorola, Inc. in the amounts of \$183,653.88 for support and maintenance of the trunk radio infrastructure and \$93,310.08 for the trunk radio system manager for a total of \$276,963.96; and,

WHEREAS, the City of Bedford is a member of the Northeast Tarrant County Trunk Radio Consortium through an inter-local agreement with the cities of Colleyville, Euless, Grapevine, Keller, and Southlake; and,

WHEREAS, the City of Bedford will equally share the expense total of \$276,963.96 with each member city of the Northeast Tarrant County Trunk Radio Consortium with Bedford's portion being \$46,160.66; and,

WHEREAS, the agreement would commence October 1, 2010 and expire September 30, 2011.

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

SECTION 1. That the City Council hereby authorizes the City Manager to enter into a one year agreement with Motorola, Inc.

PASSED AND APPROVED this 28th day of September 2010, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



SERVICE AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 Schaumburg, IL 60196
 (800) 247-2346

Contract Number: S00001002435
 Contract Modifier: RN02-JUL-10 07:34:26
 Supersedes Agreement(s):

Date: 08/10/2010

Company Name: Bedford, City Of
Attn: TERRY LEAK
Billing Address: 100 Main St
City, State, Zip: Colleyville, TX 76034
Customer Contact: Rick Nash
Phone: (817)952-2500
Fax:

Required P.O.: No
 Customer #: 1011247039
 Bill to Tag #: 0003
 Contract Start Date: 10/01/2010
 Contract End Date: 09/30/2011
 Anniversary Day: Sep 30th
 Payment Cycle: ANNUAL
 Tax Exempt: Exempt From All Taxes
 PO #:

Annual Prepay Discount Applied

Qty	Model/Option	Description	Monthly Ext	Extended
		***** Recurring Services *****		
1	SVC01SVC1102C SVC240AA	DISPATCH SERVICE ENH: SMARTNET SITE	\$50.90	\$610.80
2	SVC240AA	ENH: SMARTNET SITE	\$105.74	\$1,268.88
29	SVC241AA	ENH: SMARTNET STATION	\$308.27	\$3,699.24
18	SVC01SVC1103C SVC282AA	NETWORK MONITORING SERVICE ENH: SMARTNET STATION	\$68.40	\$820.80
11	SVC282AA	ENH: SMARTNET STATION	\$346.50	\$4,158.00
1	SVC281AA	ENH: SMARTNET SITE	\$4.00	\$4.80
1	SVC281AA	ENH: SMARTNET SITE	\$13.49	\$161.88
1	SVC281AA	ENH: SMARTNET SITE	\$36.13	\$433.56
1	SVC01SVC1104C SVC135AA	TECHNICAL SUPPORT SERVICE ENH: SMARTNET SITE	\$25.18	\$302.16
1	SVC135AA	ENH: SMARTNET SITE	\$7.60	\$91.20
1	SVC135AA	ENH: SMARTNET SITE	\$9.89	\$118.68
29	SVC136AA	ENH: SMARTNET STATION	\$422.24	\$5,066.88
2	SVC01SVC1413C SVC218AC	ONSITE INFRASTRUCTURE RESPONSE SERVICE - PREMIER OPTION SITES-NONCONVENTIONAL	\$1,662.50	\$19,950.00
1	SVC218AC	SITES-NONCONVENTIONAL	\$891.52	\$10,698.24
29	SVC219AC	STATIONS	\$7,676.30	\$92,115.60
6	SVC02SVC0030C	SP - LOCAL REPAIR WITH ONSITE RESPONSE	\$1,609.74	\$19,316.88
3		CHANNEL COMBINER	\$323.01	\$3,876.12
2		RF PRE AMP	\$1,073.14	\$12,877.68
1		MSR2000 BASE STATION	\$134.14	\$1,609.68
6		MCS2000	\$539.40	\$6,472.80
		MULTICOUPLER		

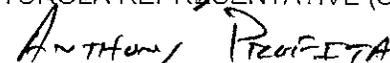
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services	\$ 15,304.49	\$ 183,653.88
Subtotal - One-Time Event Services	\$.00	\$.00
Total	\$15,304.49	\$183,653.88
Taxes	-	-
Grand Total	\$ 15,304.49	\$ 183,653.88

** Sell Price Reflects Annual Prepay Discount
 THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE. TO BE VERIFIED BY MOTOROLA.

Subcontractor(s)	City	State
MOTOROLA SSC NETWORK SECURITY DO298	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL
DFW COMMUNICATIONS INC	IRVING	TX
DFW COMMUNICATIONS INC	IRVING	TX

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
	CSM	9/9/10
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
	(815) 767-5050	
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	FAX

Service Terms and Conditions

Motorola, Inc., ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions will take precedence over any cover page, and the cover page will take precedence over any attachments, unless the cover page or attachment specifically states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement will become binding only when accepted in writing by Motorola. The term of this Agreement will begin on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for such services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for such additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives such written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment; remove such Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for such charges and expenses.

Section 7 CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are specifically stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of

this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement shall not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola

may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Revised Jan 1, 2010



MOTOROLA

**Statement of Work
Prepared For :**

BEDFORD, CITY OF

100 MAIN ST

COLLEYVILLE, TX 76034



Statement of Work

Network Monitoring, OnSite Infrastructure Response and Dispatch Service

Motorola will provide Network Monitoring, Dispatch Service and OnSite Infrastructure Response services to the Customer. These services are applicable only for the following system types: ASTRO®, ASTRO® 25, ARC 4000, SmartZone®/OmniLink® v2.0.3 and higher, SmartNet®, Private Data (with a wireless network gateway) v2.0.3 and higher, and Harmony® Wireless Communications System. The terms of this Statement of Work (SOW) are an integral part of the Motorola Service Terms and Conditions or other applicable Agreement(s) with the Customer to which this SOW is appended and made a part thereof by this reference.

1.0 Description of Services

Network Monitoring is a service designed to electronically monitor Elements of a Communication System for Events, as set forth in the Monitored Elements Table. When the Motorola System Support Center (SSC) detects an Event, trained technologists acknowledge the Event, run remote diagnostic routines, and initiate an appropriate response. Appropriate responses could include, but are not limited to, continuing to monitor the Event for further development, attempting remote Restoral, or transferring the Event by opening a Case for dispatch of a Servicer. If dispatched, the Servicer will respond at the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the On-Site Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC maintains contact with the on-site Servicer until System Restoral occurs and Case is closed. The SSC will continuously track and manage Case activity from open to close through an automated Case tracking process. This Case management allows for Motorola to provide activity and performance reports.

2.0 Motorola Responsibilities:

- 2.1 Provide dedicated Connectivity through a private network connection necessary for monitoring ASTRO and ASTRO25, SmartZone/ OmniLink, Private Data, and Harmony Wireless Communications network types. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
- 2.2 If determined necessary by Motorola, provide Motorola owned equipment for monitoring ASTRO and ASTRO 25 System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.3 If determined necessary by Motorola, provide Motorola owned equipment for monitoring SmartNet System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.4 Verify Connectivity and Event monitoring prior to System Acceptance or Start Date.
- 2.5 Continuously receive service requests.
- 2.6 Remotely access the Customer's System to perform remote diagnostics as permitted by Customer pursuant to section 3.1
- 2.7 Attempt remote Restoral, as appropriate.
- 2.8 Create a Case as necessary when service requests are received. Gather information to perform the following:
 - 2.8.1 Characterize the issue
 - 2.8.2 Determine a plan of action
 - 2.8.3 Assign and track the Case to resolution.
- 2.9 Dispatch a Servicer, as required, by Motorola standard procedures and provide necessary Case information collected in section 2.8
- 2.10 Ensure the required personnel have access to Customer information as needed.
- 2.11 Disable and enable System devices, as necessary, for Servicers.
- 2.12 Servicer will perform the following on-site:
 - 2.12.1 Run diagnostics on the Infrastructure or FRU.
 - 2.12.2 Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
 - 2.12.3 Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
 - 2.12.4 If a third party Vendor is needed to restore the System, the Servicer may accompany that Vendor onto

- the Customer's premises.
 - 2.13 Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification preference described in the Customer Support Plan required by section 3.5. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
 - 2.14 Escalate the Case to the appropriate party upon expiration of a Response time.
 - 2.15 Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
 - 2.16 Notify Customer of Case Status, as described in the Customer Support Plan required by section 3.5 at the following Case levels
 - 2.16.1 Open and closed; or
 - 2.16.2 Open, assigned to the Servicer, arrival of the Servicer on site, deferred or delayed, closed.
 - 2.17 Provide the following reports, as applicable:
 - 2.17.1 Case activity reports to Customer.
 - 2.17.2 Network Monitoring Service reports for Customer System(s).
 - 2.17.3 Network Activity/Availability Reports for ASTRO25, SmartZone/ OmniLink, and Private Data Systems only.
 - 2.18 Respond in accordance to pre-defined Response times upon receipt from Customer of Customer managed passwords required for proper access to the Customer's System.
 - 2.19 Apply additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters.
- 3.0 Customer Responsibilities:
- 3.1 Allow Motorola Continuous remote access to obtain System availability and performance data.
 - 3.2 Allow Motorola to access System if firewall has been installed; provide permanent/dedicated access for SNMP traps (outbound) and ZDS polling (inbound). Also provide continuous utility service to any Motorola equipment installed or utilized at Customer's premises to support delivery of the Service.
 - 3.3 Order and maintain dedicated dial-up phone lines for telephone service for SMARTNET System types. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
 - 3.4 Unless otherwise specified, Motorola recommends a private network connection for all other Systems. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
 - 3.5 Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
 - 3.5.1 Case notification preferences and procedure
 - 3.5.2 Repair Verification Preference and procedure
 - 3.5.3 Database and escalation procedure forms.
 - 3.5.4 Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
 - 3.6 Provide the following information when initiating a service request:
 - 3.6.1 Assigned System ID number
 - 3.6.2 Problem description and site location
 - 3.6.3 Other pertinent information requested by Motorola to open a Case.
 - 3.7 Notify the System Support Center when Customer performs any activity that impacts the System. (Activity that impacts the System may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the system to perform maintenance.)
 - 3.8 Allow Servicers access to Equipment (including any Connectivity or monitoring equipment) if remote service is not possible.
 - 3.9 Allow Servicers access to remove Motorola owned monitoring equipment upon cancellation of service.
 - 3.10 Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.12.2
 - 3.11 Maintain and store in an easy accessible location any and all Software needed to Restore the System.
 - 3.12 Maintain and store in an easily accessible location proper System backups.
 - 3.13 Verify with the SSC that Restoration is complete or System is functional, if required by the Repair Verification Preference provided by Customer in accordance with section 3.5.
 - 3.14 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.
 - 3.15 Provide all Customer managed passwords required to access the Customer's System to Motorola upon request or

when opening a Case to request service support or enable Response to a technical issue.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> • Response is provided Continuously • Major System failure • 33% of System down • 33% of Site channels down • Site Environment alarms (smoke, access, temp, AC power) as determined by the SSC. • This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	<ul style="list-style-type: none"> • Response during Standard Business Day • Significant System Impairment not to exceed 33% of system down • System problems presently being monitored • This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	<ul style="list-style-type: none"> • Response during Standard Business Day • Intermittent system issues • Information questions • Upgrades/preventative maintenance • This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

On-Site Response Time Table (Customer's Response Time Classification is designated in the Service Agreement).

Severity Level	Premier Response Time	Restoral	Off Deferral
Severity 1	Within 2 hours from receipt of Notification Continuously	8 Hours	Time provided by Servicer *
Severity 2	Within 4 hours from receipt of Notification Standard Business Day	8 Hours	Time provided by Servicer *
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	48 Hours	Time provided by Servicer *

• Please note these are Standard Commitment times. The commitment times should be based on the Customers Support Plan.

• Provide update **before** the specific contractual commitments come due.

* Note: Provide update to System Support Center **before** Deferral time comes due.

Appendix 1

Connectivity Matrix

System Type	Connectivity	Responsibility
-------------	--------------	----------------

Astro 25	T1	Motorola
SmartZone/OmniLink v3.5 and below	256K	Motorola
SmartZone/OmniLink v4 and above	512K	Motorola
Private Data	256K	Motorola
ARC 4000	T1 or VPN	Motorola
MESH	T1 or VPN	Motorola
Harmony	T1	Motorola
MotoBridge	T1 or VPN	Motorola
SmartNet	Dial-up	Customer

Private Network Connection IP VPN (All Customers)	Public Internet Connection IP VPN (Option Available only to Customers outside of the US)
Standard solution for real time Connectivity	Non Standard solution for Connectivity
Dedicated bandwidth configuration provided to monitor Customers	No dedicated bandwidth provided to monitor Customers
Protected from unauthorized intrusion	Low risk of unauthorized intrusion
Encryption available	Encryption is required
Connectivity available through Motorola	Customer provides Connectivity to the internet via an internet service provider selected by Customer.

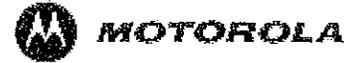
Motorola Owned & Supplied Equipment Table

Equipment Type	Location Installed
Firewall/Router	Master Site
System Support Server	Master Site for each Zone

Monitored Elements Table (Listed by technology)

System Type	Equipment
SMARTNET Monitored by MOSCAD SiteSentry	Site Controllers; Stations; Environmental Alarms; Channel Banks

*Legal Approval
February 28, 2008*



Statement of Work

Technical Support Service

1.0 Description of Services

The Technical Support service provides centralized remote telephone support for technical issues that require a high level of communications systems expertise or troubleshooting on Equipment. The Motorola System Support Center's (SSC) Technical Support Operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues. Technical Support Service (i) does not include software upgrades that may be required for issue resolution; and (ii) does not include Customer training (iii) is only available for those system types supported and approved by Technical Support Operations.

Technical Support is applicable to the following system types: ASTRO®, ASTRO® 25 , ARC 4000, SmartZone® v2.0.3 and higher, SmartZone®/OmniLink®, E911, Private Data v2.0.3 and higher, SmartNet®, Conventional Two-Way, and Wireless Broadband.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1. Respond to requests for Technical Support for the Restoration of failed Systems and diagnosis of operation problems in accordance with the response times set forth in the Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
- 2.2. Advise caller of procedure for determining any additional requirements for issue characterization, Restoration, including providing a known fix for issue resolution when available.
- 2.3. Attempt remote access to System for remote diagnostics, when possible.
- 2.4. Maintain communication with the Servicer or Customer in the field until close of the Case, as needed.
- 2.5. Coordinate technical resolutions with agreed upon third party vendor(s), as needed.
- 2.6. Escalate and manage support issues, including Systemic issues, to Motorola engineering and product groups, as applicable.
- 2.7. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.8. Provide Configuration Change Support and Work Flow changes to Systems that have dial in or remote access capability.
- 2.9. Determine, in its sole discretion, when a Case requires more than the Technical Support services described in this SOW and notify Customer of an alternative course of action.

3.0 Customer has the following responsibilities:

- 3.1. Provide Motorola with pre-defined information prior to Start Date necessary to complete Customer Support Plan.
 - 3.1.1. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.2. Contact the SSC in order to access the Technical Support Operation, provide name of caller, name of Customer, System ID number, Service Agreement number, site(s) in

- questions, and brief description of the problem.
- 3.3. Supply on-site presence when requested by System Support Center.
 - 3.4. Validate issue resolution prior to close of the Case.
 - 3.5. Allow Motorola remote access to the System by equipping the System with the necessary Connectivity.
 - 3.6. Acknowledge that Cases will be handled in accordance with the times and priorities as defined in Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
 - 3.7. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service to Customer.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> • Response is provided Continuously • Major System failure • 33% of System down • 33% of Site channels down • Site Environment alarms (smoke, access, temp, AC power. • This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	<ul style="list-style-type: none"> • Response during Standard Business Day • Significant System Impairment not to exceed 33% of system down • System problems presently being monitored • This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	<ul style="list-style-type: none"> • Response during Standard Business Day • Intermittent system issues • Information questions • Upgrades/preventative maintenance • This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

Remote Technical Support Response Times Table

SEVERITY	RESPONSE
Severity 1	Within 1 Hour from receipt of Notification, Continuously
Severity 2	Within 4 Hours from receipt of Notification, Standard Business Day
Severity 3	Within next Business Day, Standard Business Day

*Legal Approval
February 28, 2008*

Special Product

Special Statement of Work

SP Local Repair with Onsite Response

1.0 Description of Services

Local Infrastructure Repair provides repair service of Equipment named on the Customer Equipment list by the Servicer. At the Servicer's discretion and responsibility, Equipment may be sent to Motorola, original equipment manufacturer, or other facility for repair.

The terms and conditions of this Statement of Work (SOW) are an integral part of the Motorola Service Agreement or other applicable Agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of this SOW and the provisions of the Service or other applicable Agreement, the provisions of the Agreement shall prevail.

2.0 Motorola has the following responsibilities:

- 2.1. Repair Equipment at the Servicer facility or Customer location to be determined by Motorola. Servicer is responsible for travel costs to a Customer location to repair Equipment.
- 2.2. Perform the following on Motorola Equipment:
 - 2.2.1. Perform an operational check on the Equipment to determine the nature of the problem.
 - 2.2.2. Replace malfunctioning Components with new or reconditioned assemblies.
 - 2.2.3. Verify that Motorola Equipment is returned to Motorola manufactured specifications.
- 2.3. Provide the following service on third party Infrastructure
 - 2.3.1. Perform diagnostic on select third party Infrastructure to determine whether there is an Equipment malfunction. If no malfunction is found, Equipment with no trouble found (NTF) will not be sent to third party vendor for repair.
 - 2.3.2. If a malfunction is found, ship select third party Infrastructure to the original equipment manufacturer or third party vendor for repair service.
 - 2.3.3. Coordinate and track third-party Infrastructure Equipment sent to the original equipment manufacturer or third party vendor for service.
- 2.4. Reprogram Equipment where applicable to return Equipment to original operating parameters based on templates provided by Customer. If the Customer template is not provided or is not reasonably usable, a generic template will be used which will be provided by Servicer.
- 2.5. Notify the Customer upon completion of repair.
- 2.6. Properly package, return ship or hand deliver Equipment to the Customer specified address. Servicer will pay return shipping charges.

3.0 Customer has the following responsibilities:

- 3.1. Contact Servicer and provide the following information:
 - 3.1.1. Provide customer name, address of site location, and symptom of problem
 - 3.1.2. Provide model description, model number, serial number, and type of System and Firmware version, if known.
 - 3.2. Maintain and/or store backups of all applicable Software applications and Firmware for reloading, if necessary by Servicer, after repair service is completed.
 - 3.3. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide Local Infrastructure Repair services to Customer.
-



SERVICE AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 Schaumburg, IL 60196
 (800) 247-2346

Contract Number: S00001002431
 Contract Modifier: RN02-JUL-10 07:20:05
 Supercedes Agreement(s):

Date: 08/10/2010

Company Name: Bedford, City Of
Attn: TERRY LEAK
Billing Address: 100 Main St
City, State, Zip: Colleyville, TX 76034
Customer Contact: Rick Nash
Phone: (817)952-2500
Fax:

Required P.O.: No
 Customer #: 1011247039
 Bill to Tag #: 0003
 Contract Start Date: 10/01/2010
 Contract End Date: 09/30/2011
 Anniversary Day: Sep 30th
 Payment Cycle: ANNUAL
 Tax Exempt: Exempt From All Taxes
 PO #:

Qty	Model/Option	Description	Monthly Ext	Extended
4	SVC02SVC0004C	***** Recurring Services ***** MS - NETWORK MANAGEMENT SITE(S)	\$7,612.40	\$91,348.80
4	SVC02SVC0003C	SP - LOCAL REPAIR WITH ONSITE RESPONSE SITE(S)	\$163.44	\$1,961.28

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS	Subtotal - Recurring Services	\$ 7,775.84	\$ 93,310.08
	Subtotal - One-Time Event Services	\$.00	\$.00
	Total	\$7,775.84	\$93,310.08
	Taxes	-	-
	Grand Total	\$ 7,775.84	\$ 93,310.08

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.

Subcontractor(s)	City	State
MOTOROLA - T6 COST TRANSFER (DO419)	CARROLLTON	TX
MOTOROLA - T6 SYSTEM MANAGER (CL412)	FARMERS BRANCH	TX

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
	ESM	9/9/10
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
	(817) 762-5050	
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	FAX

Service Terms and Conditions

Motorola, Inc., ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions will take precedence over any cover page, and the cover page will take precedence over any attachments, unless the cover page or attachment specifically states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement will become binding only when accepted in writing by Motorola. The term of this Agreement will begin on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for such services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for such additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives such written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment; remove such Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or xpenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for such charges and expenses.

Section 7 CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are specifically stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of

this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement shall not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola

may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Revised Jan 1, 2010



Statement of Work
Prepared For :

BEDFORD, CITY OF

100 MAIN ST

COLLEYVILLE, TX 76034

Statement of Work

System Manager

The duties of the System Manager on your system consists of the following:

1) Individual Unit ID Database Management

- Issue Individual ID's to the local shop.
- Activation of ID's in SAC database at Central Site Controller.
- Central Site Controller SAC database backups.
- Interface with outside agencies for mutual aid programming needs.
- Maintain authorization lists for inter-agency mutual aid programming.
- De-activation - Inhibit of lost/stolen units when requested by consortium.
- Tracking activity of lost/stolen units with GenWatch when requested.
- Maintain serial number listing of all subscribers

2) Fleetmap Database Maintenance

- Activate/De-activate talkgroups based on consortium needs.
- Addition of talkgroups to fleetmap when needed.

3) Trunked System Usage Reports

- Logging of daily statistics with System Watch and GenWatch.
- Monthly report generation based on daily system statistics.
- Report generation for special events.

4) Site management

Monitor sites for weekly generator testing
Monitor sites for recurring alarm conditions
Periodic site visits to check on site status
Periodic dial-in to controllers to check diagnostics

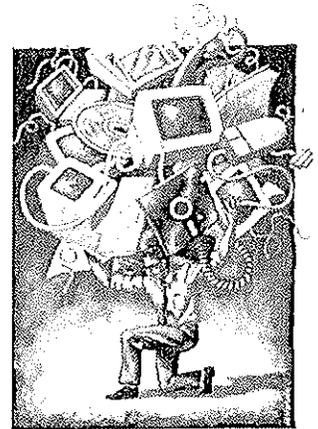
5) Administrative

- Attend monthly Consortium meetings.
- Provide consortium meeting results to internal Motorolans.
- Work with sales/engineering on consortium needs/requests.
- Receive feedback on service issues and work for resolution with MSS.
- Minor training sessions
- Technical consulting

Genesis Standard Maintenance & Total Support for Domestic & International Customers (August 2009 update)

Superior Support

The Genesis Group prides itself on maintaining a high level of product quality and personal support services on which our customers can rely. Our support staff is committed to providing timely problem resolution. Support is a two-way effort. We require that our customers maintain a current, fully paid Maintenance and Total Support (MTS) contract that is renewable on an annual basis. We also require that our customers actively participate in the support of their Genesis investment by following Genesis' recommended maintenance procedures on databases and hardware. We also ask that our customers watch for signs of erratic operation and report those incidents to Genesis rather than waiting until a catastrophe occurs.



It is Genesis' policy to service what we sell. In the complex world of Trunking, rarely is there ever a situation where all variable factors are in our control. We take great pains to make support easier by keeping internal log files and troubleshooting windows to show problems that may be external to our software. It is always our policy to first look at ourselves to be sure that our software is working properly. From there we work in concentric rings moving outward until the source of a problem is identified. If it is determined that our software is at fault, it becomes our highest priority to fix any bugs or settings immediately. To that end, we hereby submit our standard support definitions and response times.

Support issues come in two phases: (1) the Entry Level Tier and then the (2) Problem Severity Classification Level

We define the Entry Level Tier of support issues in the following way:

- § TIER 1= accepting the initial support inquiries by phone or electronic means, and initial problem or service request characterization steps including collecting general data about the problem such as System ID and serial number, customer contact information, and a description of the problem. Limited product technical information is required by a staff member taking a Tier 1 call. This is basic call center level support.
- § TIER 2= the initial problem characterization and resolution attempt by a technical staff resource trained on the product, its use and configuration, and routine troubleshooting techniques. This tier attempts to determine if the problem is generated by the Genesis software, the machine running the software or the trunk system feeding the information to the previous elements. Access to a knowledge database and/or significant experience on the product is typically utilized by the technical resource to resolve most problems that come up. Laboratory simulation of problems and

internal escalations within the technical staff and internal support engineering staff members will be deployed as needed in this level of support.

- § TIER 3= a level of support that may require additional effort to duplicate a customer problem using specialized lab equipment and/or additional higher skilled technical assistance being applied to resolve the problem. Advanced troubleshooting techniques, product design tools, and specialized engineering level product expertise is brought in as needed to understand and resolve a problem.
- § TIER 4= support requiring developmental assistance, often including either product hardware/software redesign generally using the highest level of engineering talent available. This level of support engagement typically results in new product releases, component changes, or specialized design level work to be deployed in resolving a problem.

We define the following **Problem Severity Classification Levels** (further defined below):

- § LEVEL 1= *Most severe problem*; software is totally non-functioning
- § LEVEL 2= Software is functioning with incorrect results
- § LEVEL 3= Software functions, but within some inconvenience issues
- § LEVEL 4= *Least severe problem*; primarily a cosmetic issue or lack of operator understanding issue.

This service includes:

- Software updates with new enhancements to existing features are included when full support is purchased.
- Enhancements and fixes (SHIPPING NOT INCLUDED).
- Comprehensive telephone support 10 hours per day for questions and problems with all Genesis-supplied software and hardware.
- Support during local, weekday business hours. If arranged in advance, "On Call" availability 24/7 for Level 1 & 2 issues.
- Answers to commonly asked questions about your Trunk System and its subsystems.
- Full access to the Genesis Support section of our web site including FAQ (frequently asked questions) answers.
- Answers to general related computer questions.

This service does not include:

- § Costs for on site visits by Genesis. All travel related costs must be paid by our customers.
- § Unusual costs that Genesis might incur in the course of doing remote support. As an example, long distance fees that, due to circumstances out of our control, are abnormal.
- § Training of new employees or employees that have not been previously trained by Genesis on the use of our software products.
- § If you upgrade a version of operating system or hardware that our software relies on without consulting Genesis, we do not include support for any damage that may occur. This includes data stream feeds from your system infrastructure; Microsoft Operating systems; or database systems.
- § Expenses necessary to resolve problems caused by you or your employees damaging or intentionally removing our software, operating systems or database operating systems.
- § Expenses necessary to repair damage caused by web browsing from any machine that houses the

Support



Genesis server software. Proof of this will be documented to you.

- § Expenses necessary to resolve problems caused by neglect, lack of backup or lack of maintenance suggested by Genesis of your databases or hardware.

Fees:

The cost for the Maintenance and Total Support contract is determined by the Genesis software packages purchased and the number of sites operated by the customer. In general, it is a percentage of the cost of the Genesis software that was purchased, including all upgrade and enhancement costs. Our fees are billed every year, once per year, in advance. If at any time you feel that you have not received adequate support, please alert the Genesis corporate President (information below) to obtain immediate correcting resolution.

How to Reach Us:

USA

The Genesis Group

601 Shelley Dr., Suite #202, Tyler, TX 75701

Voice 1.903.561.6673 Fax 1.903.561.6228

Website: www.GenesisWorld.com

Email: help@GenesisWorld.com, or pburks@GenesisWorld.com (President)

EMEA Operations

Albany Chambers, Welwyn Garden City, AL7 1HL (UK)

Tel: +44 203 056 4380

Fax: +44 207 117 4968

Email: emeasupport@genesisworld.com or mike.head@GenesisWorld.com (Director)

Netherlands

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2591 GE Den Haag (NL)

Tel. +31 (0) 70 350 4500

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www.bumicom.nl Hidde Borsboom (Director General)

Australia & Asia Pacific

Kalibre Pty Ltd

Level 3, 480 Collins Street

Melbourne VIC 3000

AUSTRALIA

Ph: +61 0422 330 070

genesis.support@kalibre.com.au

www.kalibre.com.au

Support Methods

To keep our Customer's time and thus money in mind, we have found that, by far, the best method of providing remote support is with pcAnywhere, Windows Terminal Services or WebEx remote support sessions. PcAnywhere is a software product from Symantec Corp. (makers of Norton Anti-Virus). WebEx allows for simple, ad hoc Internet based support. We require that all Genesis software installations provide pcAnywhere. Our access to your 'host' machine can be, at minimum, through dialup modem for USA installations or preferably via a high speed, protected Internet connection. The high speed Internet connection type is required for all international support due to international call quality and data speed restrictions. If dialup is required to support your installation, Genesis reserves the right to charge for any abnormal connection expense. There are additional documents on our web describing the various connection methods. Only when it is found that supporting an issue fails via remote support software will we arrange for an on-site visit.

Support Problem Severity Classification

Genesis has created a customized Support Problem Severity Classification based on accepted industry standards. This helps us to qualify the problems, determine the best division to handle the problem, and prioritize the solutions. Those Problem Severity Classifications are in this document.

Support and Response Time

Technical support shall be provided to the Customer Monday through Friday during normal business hours: 9:00 to 17:00 GMT (UK), 8:00 to 17:00 Central Time (USA) and 9:00 to 17:00 (AUS). Customer will be furnished with 'after hours' phone numbers for key support personnel for emergency Level 1 problem notification. In the event that Customer detects and reports errors or defects in the software, Genesis shall furnish off-site telephone support, in the form of consultations, assistance and advice on the use and maintenance of the software. With the Customer's cooperation, Genesis shall use remote control software to assist in the resolution of Customer questions, problems and training. Genesis shall use reasonable efforts to respond to Customer's request in accordance with the Error Level Definitions set forth below.

Genesis shall respond to a request for Services as set forth in this section depending on the severity of the error, such determination being made and agreed upon by Genesis and Customer.

- (1) **Level 1 errors or defects:** If the error or defect is determined to be a Level 1 error, Genesis will provide a correction to the error or defect, from Genesis' nearest support location, within six (6) hours of the initiation of the off-site telephone support. If the error or defect cannot be resolved within (6) hours, Customer shall provide to Genesis a more comprehensive listing of output and all such other data that Genesis may reasonably request in order to reproduce operating conditions similar to those present when the error or defect was discovered (to duplicate the error in the Genesis offices). In the event that such error or defect is not corrected, or a work-around is not provided, within one (1) working day after Genesis received from Customer a listing of output and other data, Genesis shall coordinate with Customer to determine the appropriate level of service required to resolve the outstanding error or defect including, if appropriate, support services, at the Customer's site. In the event it is determined that the error or defect was due to Customer error in the use of the software, as opposed to an error or defect in the software itself, Customer shall pay Genesis its standard commercial time and materials rates for any on-site services rendered together with Genesis' actual travel and per diem expenses.

- (2) **Level 2 errors or defects:** If the error or defect is determined to be a Level 2 error, Genesis will provide a correction to the error or defect, from Genesis' offices, within eighteen (18) hours of the initiation of the off-site telephone support. If the error or defect cannot be resolved within eighteen (18) hours, Customer shall provide to Genesis a more comprehensive listing of output and all such other data that Genesis may reasonably request in order to reproduce operating conditions similar to those present when the error or defect was discovered (duplicate the error in Genesis offices). In the event that such error or defect is not corrected, or a work-around is not provided, within two (2) working days after Genesis received from Customer a listing of output and other data, Genesis shall coordinate with Customer to determine the appropriate level of service required to resolve the outstanding error or defect including, if appropriate, support services at the Customer's site. In the event it is determined that the error or defect was due to Customer error in the use of the software, as opposed to an error or defect in the software itself, Customer shall pay Genesis its standard commercial time and materials rates for any on-site services rendered together with Genesis' actual travel and per diem expenses.
- (3) **Level 3 / 4 errors or defects:** In the event of a Level 3 or 4 error, Genesis may provide a fix or update to the software in the normal course of business according to Genesis' scheduled or unscheduled new releases of the software. Genesis will provide, at Customer's request or its own issuance, a patch for non-material errors or defects until the issuance of such new release, provided that such patch is feasible to produce. Genesis may request and Customer agrees to provide documentation allowing Genesis to isolate the exact nature of the error or defect in the software.

Support Levels through Product Life Cycles

Unless otherwise specifically stated, Genesis will offer a minimum of 7 years of support for our products after the last published release of a product. Mainstream Support for our products will be provided during the life of a product and for 5 years after a successor product is released or after the last release of a product is made, whichever ever comes first. Genesis will also provide Extended support for the 2 years following Mainstream support. Finally, many Genesis products will receive at least 10 years of online self-help support. Genesis understands that local laws, market conditions, and support requirements differ around the world and differ by industry sector. Therefore, Genesis offers custom support relationships that go beyond the extended support phase on a case by case basis. In all cases, Genesis will notify its customers regarding the expiration of any support for a given product.

Mainstream Support is defined as Genesis' ability to answer any technical issue with a Genesis product without the end customer having to purchase and upgrade to that product. Genesis may, at its option, require the customer to upgrade at Genesis' expense in order to properly service that customer if the problem is determined to be the fault of the Genesis Product.

Extended Support is defined as Genesis' ability to provide on-line knowledgebase support and limited phone support. By limited phone support, we mean that all Mainstream Support, paid or unpaid will have priority over Extended Support needs.

Customers that maintain paid up MTS with Genesis will realize the highest priority during Mainstream Support. After the warranty period, customers that elect to not maintain a paid up MTS subscription will still receive hourly billed support, however paid up MTS customers issues will come first during the Mainstream Support phase.

ERROR DEFINITIONS

All situations imply that the software is being used in a correct manner and in accordance with the specifications and documentation for the software and release number in use at the time the error occurs. It also implies that proper database and hardware maintenance has been performed in accordance with Genesis' recommendations. Further it implies that the user has made all reasonable effort to work around the problem, such as- rebooting the hardware; checking network connections; checking for appropriate services to be running (if applicable).

ERROR SEVERITY LEVEL CLASSIFICATIONS:

Level 1: An error is of Level 1 severity when it produces an emergency situation in which the software is unusable; loses information or data; or fails catastrophically in response to internal errors, user errors, or incorrect input files. No software work-around is available.

Level 2: An error is of Level 2 severity when it produces incorrect results; produces a detrimental or serious situation in which performance (throughput and response) of the software degrades such that there is a severe impact on use; the software is usable but incomplete; a customer critical report, such as a financial report, is offering incorrect results; one or more commands or functions are inoperable; or the use of the software is otherwise significantly affected. A software work-around may be available but causes difficulty in implementation.

Level 3: An error is of Level 3 severity when it produces an inconvenient situation in which the software is usable but does not provide a function in the most convenient or expeditious manner. A software or functional workaround is available.

Level 4: An error is of Level 4 severity when it produces a noticeable situation in which the use or appearance of the software is affected in some way, but not in such a way as to inhibit or detract significantly from its operation. A software or functional work-around is available.

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COUNCIL AGENDA BACKGROUND

PRESENTER:

Rick Nash, Emergency Management Coordinator

ITEM:

Consider a resolution authorizing the City Manager to enter into an agreement between the City of Bedford, Texas and the North Richland Hills Radio Frequency (RF) Consortium in the amount of \$26,036.40 to provide continuous maintenance to subscriber radios and auxiliary equipment to obtain maximum performance.

DISCUSSION:

A radio maintenance agreement between the City of Bedford and North Richland Hills originated on October 1, 1996. The City of North Richland Hills coordinates a radio maintenance consortium between the cities of Bedford, Colleyville, Euless, Grapevine, Haltom City, Keller, North Richland Hills, Richland Hills, Southlake and Tarrant County. A substantial savings in the cost of maintenance for subscriber radio and auxiliary units can be obtained by joining the consortium while maintaining local control of the programming and management of each subscriber radio and auxiliary units. The City of Bedford has determined the necessity to enter into an agreement with the City of North Richland Hills Radio Frequency (RF) Consortium in the amount of \$26,036.40 to provide continuous maintenance to subscriber radios and auxiliary equipment to obtain maximum performance.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an agreement between the City of Bedford, Texas and the City of North Richland Hills Radio Frequency (RF) Consortium in the amount of \$26,036.40 to provide continuous maintenance to subscriber radios and auxiliary equipment to obtain maximum performance.

FISCAL IMPACT:

Fiscal impact to the City of Bedford and the amount budgeted in the FY2010-2011 General Fund is \$26,036.40 for this agreement.

ATTACHMENTS:

Resolution

RESOLUTION NO. 10-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE CITY OF NORTH RICHLAND HILLS RADIO FREQUENCY (RF) CONSORTIUM IN THE AMOUNT OF \$26,036.40 TO PROVIDE CONTINUOUS MAINTENANCE TO SUBSCRIBER RADIOS AND AUXILIARY EQUIPMENT TO OBTAIN MAXIMUM PERFORMANCE.

WHEREAS, the City of North Richland Hills coordinates a radio maintenance consortium with the cities of Bedford, Colleyville, Euless, Grapevine, Haltom City, Keller, North Richland Hills, Richland Hills, Southlake and Tarrant County; and,

WHEREAS, a substantial savings in the cost of maintenance for subscriber radio and auxiliary units can be obtained by joining the consortium while maintaining local control of the programming and management of each subscriber radio and auxiliary units; and,

WHEREAS, monthly maintenance rates are based on the number of subscriber radio and auxiliary units on the contract; and,

WHEREAS, the City of Bedford has determined the necessity to enter into an agreement with the City of North Richland Hills Radio Frequency Consortium in the amounts of \$26,036.40 to provide continuous maintenance to subscriber radio and auxiliary units to obtain maximum performance; and,

WHEREAS, the agreement would commence October 1, 2010 and expire September 30, 2011.

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

SECTION 1. That the City Council hereby authorizes the City Manager to enter into a one year agreement with the City of North Richland Hills Radio Frequency (RF) Consortium.

PASSED AND APPROVED this 28th day of September 2010, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



COUNCIL AGENDA BACKGROUND

PRESENTER:

Rick Nash, Emergency Management Coordinator

ITEM:

Consider a resolution authorizing the City Manager to amend an agreement between the City of Bedford and Nextel Partners Operating Corp., a wholly owned subsidiary of Nextel Partners, Inc., a Delaware Corporation, and Nextel of Texas, Inc., a wholly-owned indirect subsidiary of Sprint Nextel Corporation, a Kansas corporation (collectively, "Nextel").

DISCUSSION:

The Federal Communications Commission (FCC) mandates that the City of Bedford move its 800MHz trunked radio system channels as part of a national effort by the FCC to reduce interference to public safety communications in the 800MHz band. As a member of the Northeast Tarrant County Trunked Radio Consortium (NETCO), Bedford is the sole FCC licensee of the channels used by NETCO. It is these channels/frequencies that the FCC requires to be exchanged for new channels that will better protect the NETCO public safety radio system from harmful interference.

On August 14, 2007, Council approved the City of Bedford to enter into an agreement with Nextel that stipulates the terms and conditions for reimbursing the City's reasonable, necessary and prudent costs of complying with the FCC-mandated reconfiguration of the 800 MHz trunked system frequencies.

Amendments to the contract are for the hours paid for work incurred by Motorola and Holland and Knight LLP, as well as adjustments to the equipment inventory.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to amend the agreement between the City of Bedford and Nextel Partners Operating Corp., Nextel Partners, Inc. and Nextel of Texas, Inc.

FISCAL IMPACT:

There is no fiscal impact to the City of Bedford.

ATTACHMENTS:

Resolution
Agreement

RESOLUTION NO. 10-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AMEND AN AGREEMENT BETWEEN THE CITY OF BEDFORD AND NEXTEL PARTNERS OPERATING CORP., A WHOLLY OWNED SUBSIDIARY OF NEXTEL PARTNERS, INC., A DELAWARE CORPORATION, AND NEXTEL OF TEXAS, INC. A WHOLLY OWNED INDIRECT SUBSIDIARY OF SPRINT NEXTEL CORPORATION, A KANSAS CORPORATION (COLLECTIVELY, "NEXTEL").

WHEREAS, the Federal Communications Commission (FCC) mandates that the City of Bedford, Texas move its 800MHz trunked radio system frequencies to alternate channels as part of a national effort by the FCC to reduce interference to public safety communications in the 800MHz band; and,

WHEREAS, the City Council of Bedford, Texas has determined the necessity to amend an agreement with Nextel that stipulates the terms and conditions for reimbursing the City's reasonable, necessary and prudent costs of reconfiguring the trunked radio system to comply with the FCC-mandated reconfiguration of the 800 MHz trunked radio system; and,

WHEREAS, the City of Bedford is a member of the Northeast Tarrant County Trunked Radio Consortium through an inter-local agreement with Texas cities Colleyville, Euless, Grapevine, Keller, and Southlake; and,

WHEREAS, as a member of the Northeast Tarrant County Trunked Radio Consortium, the City of Bedford is the FCC licensee of the frequencies to be reconfigured and now shared by the Consortium.

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

Section 1. That the City Council hereby authorizes the City Manager to amend an agreement with Nextel Partners Operating Corp., Nextel Partners, Inc. and Nextel of Texas, Inc.

PASSED AND APPROVED this 28th day of September 2010, by a vote of ___ ayes, ___ nays and ___ abstentions at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Transition
Administrator

The Official Reconfiguration Manager

Angela
Thom

September 11, 2007

Mr. John Wehmann
Sprint Nextel
6260 S. Vinecrest Dr.
Salt Lake City, UT 84121

RE: FREQUENCY RECONFIGURATION AGREEMENT #DL8910427608
INCUMBENT: The City of Bedford, TX
FILE: Bedford FRA 8-29-07 clean.doc
DATE/TIMESTAMP: 8/29/2007 6:38 PM
AMOUNT: \$1,599,006.00

Dear Mr. Wehmann,

The 800 MHz Transition Administrator, LLC ("TA") has completed its review of this Agreement, submitted to the TA on August 31, 2007. The TA hereby grants its approval of the Agreement in the amount of \$1,599,006.00.

In addition, when available please forward a copy of the fully executed Agreement for our records. Note that any changes to the Agreement must be submitted to the TA for review and approval.

Should you have any questions in this matter, please do not hesitate to contact me at 703-747-3943 or jon.strbak@bearingpoint.com.

Very truly yours,

Jon Strbak
800 MHz Transition Administrator, LLC

FREQUENCY RECONFIGURATION AGREEMENT

THIS FREQUENCY RECONFIGURATION AGREEMENT (this "Agreement") is made as of this 14th day of Sept. 2007 ("Effective Date"), by and between **The City of Bedford**, a Texas municipality ("Incumbent"), **Nextel Partners Operating Corp.**, a wholly-owned subsidiary of Nextel Partners, Inc., a Delaware corporation, and **Nextel of Texas, Inc.** (collectively, "Nextel"), a wholly owned indirect subsidiary of Sprint Nextel Corporation, a Kansas corporation (each is referred to in this Agreement as a "Party" and collectively as the "Parties").

RECITALS

- A. On August 6, 2004, the Federal Communications Commission ("FCC") issued a report and order that modified its rules governing the 800 MHz band. The purpose of the order was to reconfigure the 800 MHz band to minimize harmful interference to public safety radio communications systems in the band ("Reconfiguration").
- B. On December 22, 2004, the FCC issued a Supplemental Order and Order on Reconsideration. The August 6, 2004 and December 22, 2004 FCC orders, any binding actions issued by the Transition Administrator pursuant to its delegated authority under the orders ("Actions"), and any supplemental FCC orders in the Reconfiguration proceeding or subsequent Actions after the date of this Agreement, are collectively referred to as the "Order."
- C. Pursuant to the Order, Incumbent is licensed on frequency allocations subject to Reconfiguration.
- D. Pursuant to the Order, Nextel will pay Incumbent an amount to effect a Reconfiguration of Incumbent's affected frequency allocations ("Reconfiguration Cost"). Incumbent will certify to the transition administrator appointed pursuant to the Order (the "Transition Administrator") that the Reconfiguration Cost is the minimum amount necessary to provide comparable facilities.

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. **Frequencies to be Reconfigured:** Incumbent is the licensee under the license(s) granted by the FCC identified in Schedule A (the "Incumbent Licenses") for the operation of certain 800 MHz frequencies at the locations identified on Schedule A (the "Incumbent Frequencies"). Nextel, including their subsidiaries or affiliates, are the licensees under license(s) granted by the FCC (the "Nextel Licenses") for the operation of Specialized Mobile Radio ("SMR") systems on the frequencies and at the locations identified in Schedule B (the "Replacement Frequencies"). Pursuant to the Order, Incumbent must relinquish the Incumbent Frequencies and relocate its system to the Replacement Frequencies.

2. **Frequency Reconfiguration Process:**

(a) On or before the Closing Date (as defined below) (i) Incumbent will, in cooperation with Nextel, modify the Incumbent Licenses to add the Replacement Frequencies; (ii) Incumbent will assign the Incumbent Frequencies to Nextel or will cause the deletion of the Incumbent Frequencies from the Incumbent Licenses following Reconfiguration of Incumbent's system; and (iii) Nextel will cause the modification and/or cancellation of the FCC licenses they hold for the operation of 800 MHz frequencies that are co-channels of the Replacement Frequencies, to the extent required to meet the technical short-

spacing requirements of Section 90.621(b) of the FCC's Rules, 47 C.F.R. § 90.621(b) ("Section 90.621(b)"), as such rule may be amended from time to time by the FCC, and consistent with the Commission's Second Memorandum Opinion and Order in WT Docket 02-55, adopted May 24, 2007.

(b) The parties agree that FCC assignment filings for the Replacement Frequencies will be filed with the FCC by Incumbent on a future date to be determined by the parties through mutual agreement.

3. **Reconfiguration Costs:**

(a) Acknowledgement of Obligations. Incumbent agrees that:

(i) the cost estimate set forth in Schedule C (the "Cost Estimate") and the equipment set forth in Schedule D, sets forth Incumbent's estimate of costs for all the work and equipment required to reconfigure Incumbent's existing facilities to comparable facilities that will operate on the Replacement Frequencies;

(ii) after all of the work contemplated by the Cost Estimate has been performed and all Schedule D equipment has been provided and installed in accordance with this Agreement and Nextel has paid all amounts required by this Agreement, and all of the conditions as set forth in Section 9 (Closing) and Section 10 (Closing Conditions) of this Agreement have occurred, the Incumbent's reconfigured system shall be deemed for all purposes of the Order to be "comparable" to Incumbent's existing system prior to Reconfiguration, and Nextel shall be deemed to have satisfied its obligations under the Order to pay the cost of relocating Incumbent's system from the Incumbent Frequencies to the Replacement Frequencies.

b) Payment Terms. In order to facilitate the Incumbent's transition to the Replacement Frequencies, Nextel will pay the costs incurred to reconfigure Incumbent's system in an amount not to exceed the Cost Estimate and those costs paid pursuant to a Change Notice under Section 8 of this Agreement. Nextel will make timely payments in accordance with the payment terms identified on Schedule C for both payments made directly to Incumbent and payments made on behalf of Incumbent directly to each third party service vendor identified on the Cost Estimate ("Vendor"). In addition to any items on Schedule C, Motorola, Inc. ("Motorola") will be providing Incumbent the equipment specifically identified on Schedule D as "Motorola Equipment" (the "Motorola Schedule D Equipment"). Incumbent will enter into a purchase commitment with Motorola for the Motorola Schedule D Equipment and any Motorola items listed in Schedule C within thirty-five (35) business days from the Effective Date. Nextel and Motorola have entered into an agreement enabling Nextel to pay for the Motorola Equipment identified on Schedule D. Nextel will make payments directly to Motorola on behalf of Incumbent for the Motorola Schedule D Equipment and will make payments to Motorola as a "Vendor", as that term is used in this Agreement, for all Motorola costs identified on Schedule C. In order for Nextel to make payments to Motorola for the Motorola Schedule D Equipment, Incumbent will fax to Nextel a bill of lading associated with each shipment of Motorola Schedule D Equipment accepted and signed by an authorized representative of Incumbent acknowledging receipt of the Motorola Schedule D Equipment in good working order. Incumbent will be required to follow all Vendor related procedures identified in this Agreement for all Motorola Services and other Motorola costs identified on Schedule C.

(i) Prior to the Closing Date, Incumbent will submit to Nextel documentation (including without limitation invoices, receipts, and timesheets or equivalent documentation) demonstrating the actual costs that Incumbent reasonably incurred or paid to other entities to reconfigure Incumbent's system ("Actual Costs"). Upon receipt by Nextel of documentation of the Actual Costs, Nextel and Incumbent will reconcile the Actual Costs against the payments made by Nextel to Incumbent and the Parties will agree upon the amount of any additional payments (subject to Section 8) due to Incumbent Vendor(s) and Motorola (for Motorola Services and/or other Motorola costs identified on Schedule C) or

any refunds due to Nextel. The date of receipt by Nextel of Incumbent's signed Reconciliation Statement is the "Reconciliation Date".

(ii) Any additional payments due to Incumbent from Nextel will be disbursed to Incumbent within thirty (30) days of the Reconciliation Date, provided the additional payments do not result from Actual Costs that exceed the Cost Estimate (in which case the provisions of Section 3(b)(iii) of this Agreement will apply). Any refunds due from the Incumbent to Nextel will be made within forty-five (45) days of the Reconciliation Date.

(iii) In the event Incumbent's Actual Costs exceed the Cost Estimate, Incumbent must submit a Change Notice pursuant to Section 8 of this Agreement describing the change in scope of work that resulted in Incumbent's Actual Costs exceeding the Cost Estimate. Approval of any Change Notice will not be automatic but will be processed in accordance with Section 8 of this Agreement. Additional payments due to Incumbent, Vendor(s) or Motorola (for Motorola Services and/ or other Motorola costs identified on Schedule C), which result from an excess of Actual Costs over the Cost Estimate, as agreed on the Reconciliation Date, will be disbursed to Incumbent, Vendor(s) or Motorola (for Motorola Services and/ or other Motorola costs identified on Schedule C) within thirty (30) days of the of execution by the Parties of the Amendment documenting the approved changes from such Change Notice .

(iv) Prior to the Closing Date (as defined below), Nextel will pay on behalf of itself and Incumbent, both Parties' applicable sales and transfer taxes, if any, and all FCC fees in connection with the preparation and filing of the necessary FCC applications for the assignment(s) described in Section 2 of this Agreement.

4. **Loaned Reconfiguration Equipment:** If needed in order to facilitate the Incumbent's transition to the Replacement Frequencies, Nextel will loan any equipment identified in Schedule D as "Loaned Reconfiguration Equipment" and will provide any equipment identified in Schedule D as "Nextel Replacement Equipment". The Loaned Reconfiguration Equipment and Nextel Replacement Equipment may be referred to collectively as the "Nextel Schedule D Equipment". Nextel will deliver any Nextel Schedule D Equipment to Incumbent in accordance with Schedule D. Incumbent will fax to Nextel a bill of lading associated with each shipment of Nextel Schedule D Equipment signed by an authorized representative of Incumbent acknowledging acceptance of the Nextel Schedule D Equipment in good working order. Any Loaned Reconfiguration Equipment will be returned to Nextel by Incumbent prior to the Closing Date.

5. **Retuning Cooperation:** For purposes of this Section, the "Current Program Completion Date" shall mean June 26, 2008 or such other date as may be established by the FCC for the completion of the Reconfiguration. The Parties acknowledge that the number of frequencies and locations covered by this Agreement will require the Parties to cooperate closely in performing their respective reconfiguration activities. The Parties agree that: (i) as of the Effective Date, the Incumbent may begin the reconfiguration of its subscriber units, in accordance with the appropriate sections of Schedule C and Schedule D, (ii) Incumbent may commence such other activities associated with the reconfiguration of its system as further detailed on Schedule C as of the Effective Date; and (iii) the Parties will agree on a schedule to make the FCC filings, clear the Replacement Frequencies and decommission the Incumbent Frequencies (the "Schedule"). Depending on the timing of the adoption of this Schedule, it may require the submission of a Change Notice in accordance with Section 8 and/or an Amendment to this Agreement, but in any event the Parties agree to adopt the Schedule no later than: (i) sixty (60) days from the Effective Date of this Agreement, or (ii) pursuant to a Schedule agreed upon at a TA scheduled "Implementation Planning Session" that includes the Incumbent's system, provided the Implementation Planning Session has been scheduled by the TA prior to the expiration of 60 days from the Effective Date of this Agreement, or (iii) such other date as the FCC may require. Notwithstanding the aforementioned, in the event the completion

date in the Schedule for the reconfiguration of Incumbent's system extends beyond the Current Program Completion Date, the completion date in the Schedule will be subject to FCC approval.

6. **Representations and Warranties:** Each Party represents and warrants to the other as follows:

(a) it is duly organized, validly existing and in good standing under the laws of the state of its incorporation;

(b) this Agreement has been duly authorized and approved by all required organizational action of the Party;

(c) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will conflict with, or result in any material violation or default under, any term of its articles of incorporation, by-laws or other organizational documents or any agreement, mortgage, indenture, license, permit, lease, encumbrance or other instrument, judgment, decree, order, law or regulation by which it is bound;

(d) it is the lawful and exclusive FCC licensee of its respective license(s) described in this Agreement, such licenses are valid and in good standing with the FCC, and it has the authority to request the FCC to assign, modify or cancel such licenses;

(e) to the best of its knowledge, there is no pending or threatened action or claim that would have the possible effect of enjoining or preventing the consummation of this Agreement or awarding a third party damages on account of this Agreement; and

(f) to the best of its knowledge, all information provided to the other Party concerning the transactions contemplated by this Agreement is true and complete.

All representations and warranties made in this Agreement shall survive the Closing Date (defined below) for two (2) years.

7. **Covenants:** From the Effective Date until the Closing Date (defined below), each Party will promptly notify the other Parties of any pending or threatened action by the FCC or any other governmental entity or third party to suspend, revoke, terminate or challenge any license described in this Agreement or to investigate the construction, operation or loading of any system authorized under such licenses. From the Effective Date until the Closing Date, Incumbent will not enter into any agreement resulting in, or otherwise causing, the encumbrance of any license for the Incumbent Frequencies, and Nextel will not enter any agreement resulting in, or otherwise causing, the encumbrance of any of the Replacement Frequencies. From and after the Closing date, each Party will be responsible for its own actions under this Agreement.

8. **Changes:** The Parties acknowledge that as the Reconfiguration of Incumbent's facilities proceeds in accordance with the work contemplated by the Cost Estimate, the need for changes to the scope and/or cost of such work may arise. The Parties agree that their review of any such needed changes must be performed expeditiously to keep the work on schedule and that they will provide sufficient staff to manage changes. If any Party believes that a change to the work contemplated by the Cost Estimate is required (including changes by Vendors and/or Motorola), such Party will promptly notify the other Parties in writing. Such written notice (the "Change Notice") shall set forth (i) a description of the scope of the change to the work contemplated by the Cost Estimate believed to be necessary and (ii) an estimate of any increase or decrease in the Cost Estimate and in the time required to reconfigure Incumbent's existing facilities to operate on the Replacement Frequencies. A Party receiving a Change Notice shall immediately perform its own analysis of the need for and scope of the change and its impact on the Cost Estimate and schedule and negotiate the change in good faith with the other Parties. After the Parties

have agreed upon a change to this Agreement, they shall prepare a proposed amendment to this Agreement pursuant to Section 23 and submit to the Transition Administrator a copy of the proposed amendment together with a written request for its approval. Such request shall be accompanied by reasonable documentation supporting the need for and scope of the change and any proposed increase or decrease in the Cost Estimate and in the time required to reconfigure Incumbent's existing facilities to operate on the Replacement Frequencies. Incumbent is responsible for all unauthorized changes necessary as it relates to work performed by a Vendor and/or Motorola on behalf of Incumbent. No change to the Cost Estimate, the work contemplated by the Cost Estimate or the time required to reconfigure Incumbent's existing facilities to operate on the Replacement Frequencies shall become effective until the Transition Administrator has approved the change in writing and the Parties have signed an amendment incorporating such approved change into this Agreement pursuant to Section 23.

9. **Closing:** The closing ("Closing") of the transactions contemplated by this Agreement will take place after (i) FCC approval of the assignment of the Incumbent Frequencies to Nextel and/or deletion of the Incumbent Frequencies from the Incumbent Licenses, (ii) FCC approval of the modification to add the Replacement Frequencies to the Incumbent Licenses or the creation of a new license for Incumbent that includes the Replacement Frequencies, (iii) the notification by Incumbent to Nextel that the Incumbent Licenses are clear of all users pursuant to Section 5, (iv) delivery by Incumbent of all receipts, invoices and other documentation required to substantiate the Actual Costs and signing by Incumbent and delivery to Nextel of the Reconciliation Statement and other documents required to complete the Reconciliation similar to those identified on Exhibit B, (v) FCC approval of the modification and/or cancellation of the FCC licenses Nextel holds for the operation of 800 MHz frequencies that are co-channels of the Replacement Frequencies, to the extent required to meet the technical short-spacing requirements of Section 90.621(b) of the FCC's Rules, 47 C.F.R. § 90.621(b), as such rule may be amended from time to time by the FCC, and consistent with the Commission's Second Memorandum Opinion and Order in WT Docket 02-55, adopted May 24, 2007, (vi) the refund to Nextel or payment to Incumbent as described in Section 3(b)(ii), (if applicable), (vii) the satisfaction of all other conditions specified in this Agreement and (viii) transfer to Incumbent of unencumbered title to any and all Replacement Equipment (the "Closing Date").

10. **Closing Conditions:** Performance of each Party's Closing obligations is subject to satisfaction of the following conditions (except to the extent expressly waived in writing by the other Parties):

(a) the continued truth and accuracy of the other Parties' representations and warranties set forth in this Agreement, to the best of each Party's knowledge;

(b) all of the covenants of the other Parties described in this Agreement are performed in all material respects; and

(c) review, execution and delivery by the other Parties of Closing documents as well as any other Closing instruments and documents another Party or its counsel may reasonably request. Documentation that is required as a condition of closing includes Incumbent's review, execution and delivery to the Transition Administrator, with a copy to Nextel, of a closing certification required by the Transition Administrator ("Completion Certification").

(d) The Parties will cooperate in good faith and exercise their reasonable best efforts to finalize and execute these instruments and documents on or prior to the Closing Date in order to effect the Reconfiguration contemplated.

11. **Review Rights:** In order to enable the Transition Administrator to comply with its audit obligations under the Order, Incumbent agrees to maintain records and other supporting evidence related

to the costs that Incumbent has expended in connection with the Reconfiguration contemplated by this Agreement and that Nextel has paid or will pay to Incumbent pursuant to this Agreement. Incumbent agrees to maintain such records and make them reasonably available to the Transition Administrator for review or reproduction until eighteen (18) months after the date of Incumbent's executed Completion Certification required by this Agreement or for a longer period if Incumbent, for its own purposes, retains such records for a longer period of time. As used in this provision, "records" includes books, documents, accounting procedures and practices and other data regardless of type and regardless of whether such items are in written form, in the form of computer data or in any other form.

If, in order to enable the Transition Administrator to comply with its audit obligations under the Order, the Transition Administrator initiates an audit of the costs that Incumbent has expended in connection with the Reconfiguration contemplated by this Agreement, and Incumbent expects to incur additional expenses pursuant to such an audit, then it shall provide to Nextel a Change Notice pursuant to Section 7 describing the estimated audit-related costs that will result in Incumbent's Actual Costs exceeding the Cost Estimate. Where such Change Notice is approved pursuant to Section 7, and Incumbent incurs such additional costs, it shall provide to Nextel documentation (including without limitation invoices, receipts, and timesheets or equivalent documentation) demonstrating the actual costs that Incumbent reasonably incurred or paid to other entities related to such audit. Nextel shall reimburse Incumbent for such costs in accordance with the payment terms as described in Section 3, and Incumbent will complete a revised Reconciliation Statement to account for the additional actual costs incurred and additional payments made to or on behalf of Incumbent by Nextel. If additional expenses are submitted by Incumbent and paid by Nextel, the Closing Date will be automatically adjusted to be the date on which the revised Reconciliation Statement is received by Nextel.

12. **Excluded Assets:** Nothing in this Agreement should be construed as a transfer or assignment from one Party to another Party of any assets (including FCC licenses) except as expressly set forth in this Agreement. Other than as expressly provided in this Agreement, no Party is obligated to assign and transfer to another Party any asset, tangible or intangible, nor is a Party entitled to assume any asset, tangible or intangible.

13. **Confidentiality:** To the extent permitted by Texas law, the terms of this Agreement and any proprietary, non-public information regarding the Incumbent Frequencies, Replacement Frequencies, Nextel's business, and Incumbent's business must be kept confidential by the Parties and their employees, shareholders, agents, attorneys and accountants (collectively, "Agents"), which confidentiality will survive the Closing or termination of this Agreement for a period of two (2) years. Incumbent may make disclosures regarding the terms and conditions of this Agreement to other public safety licensees and their Agents. Each Party involved in such disclosures shall also cause all of its Agents to confine the disclosure of the terms of this Agreement to only public safety licensees and their Agents in accordance with the FCC Order, WT Docket No. 02-55, adopted January 8, 2007, as the FCC may interpret it from time to time. The Parties may make disclosures: (i) as required by law, (ii) to the Transition Administrator, (iii) to a manufacturer of Replacement Equipment to allow for the provisioning of that equipment to Incumbent (but only to the extent such disclosure specifically relates to that manufacturer's equipment as identified on Schedule D), and (iv) to a Vendor and/or Motorola (but only to the extent such disclosure specifically relates to that Vendor's work and costs under this Agreement (as identified on Schedule C) or Motorola's work and costs under this Agreement (as identified on Schedule C and/or Schedule D) as required to perform obligations under this Agreement, provided, however, that each Party will cause all of its Agents to honor the provisions of this Section.

14. **Cooperation:** The Parties will cooperate with each other and the Transition Administrator with respect to the Reconfiguration work contemplated by this Agreement. Without limiting the foregoing obligations, the Parties agree to cooperate in the preparation of any applications required to be

filed with the FCC, and Incumbent agrees to provide reasonable access to its facilities so that the Transition Administrator may comply with any audit obligations and so any Reconfiguration work contemplated by this Agreement may be performed in accordance with the Cost Estimate and performance schedule. If a Party is subject to a denial of FCC benefits for delinquent non-tax debts owed to the FCC that would prevent or delay the timely processing of any FCC applications, such Party shall cure such delinquency in an expeditious manner and at its sole expense.

15. **Responsibility for Liabilities:** No Party is assuming nor is any Party responsible for any liabilities or obligations of all other Parties arising out of or in connection with this Agreement. Each Party will be responsible for its own acts or omission arising from or related to: (i) any breach of any covenant, agreement, representation or warranty contained in, or made pursuant to, this Agreement; or (ii) any and all liabilities (including successor liabilities) or obligations relating to periods prior to the Closing Date resulting from the Party's operation of the system pursuant to the Incumbent Licenses or the Nextel Licenses, as applicable, or the ownership or use of those licenses or from any Party's employment, or termination of employment, of its employees.

16. **Disputes:** The Parties agree that any dispute related to the Replacement Frequencies, Nextel's obligation to pay any cost of the Reconfiguration of Incumbent's system contemplated by this Agreement, or the comparability of Incumbent's reconfigured system to Incumbent's existing system prior to Reconfiguration, which is not resolved by mutual agreement, shall be resolved in accordance with the dispute resolution provisions of the Order, as it may be amended from time to time.

17. **No Gratuities:** No gift, gratuity, credit, thing of value or compensation of any kind shall be offered or provided by Incumbent or Nextel, directly or indirectly, to any officer, employee or official of Nextel or Incumbent for the purpose of improperly obtaining or rewarding favorable treatment under this Agreement.

18. **Liens: If any liens or security interests attach to any of Incumbent's facilities in favor of any vendor or service provider that is performing any Reconfiguration work contemplated by this Agreement as a result of Nextel's breach of any obligation to make direct payment (not in dispute) to such vendor or services provider, Nextel upon receipt of Notice from Incumbent will expeditiously use its commercially reasonable best efforts to remove any Liens and will indemnify and hold Incumbent harmless for any damages resulting from liens caused solely by Nextel's nonpayment.**

19. **Vendor Performance Issues:** Incumbent will select and contract directly with any vendor or service provider performing work required to reconfigure the Incumbent's existing facilities to operate on the Replacement Frequencies. Neither the Transition Administrator nor Nextel will be responsible for, or assume the risk of any failure of that Vendor to perform its obligations under any contract entered into between Incumbent and such Vendor in connection with the Reconfiguration contemplated by this Agreement.

20. **Motorola Replaced Equipment:**

(a) If the reconfiguration of the Incumbent's existing facilities to operate on the Replacement Frequencies involves the replacement of any of Incumbent's existing equipment with Motorola Schedule D Equipment (as identified on Schedule D), Incumbent will promptly return the equipment replaced by the Motorola Schedule D Equipment as identified on Schedule D (the "Motorola Replaced Equipment") to Motorola (shipping fees to be paid by Nextel). Title to the Motorola Replaced Equipment will pass from Incumbent to Motorola upon receipt by Motorola.

(b) If Incumbent has ordered field implementation services for subscriber radios ("Motorola Subscriber Services") and Incumbent fails to return any item of the Motorola Replaced Equipment to Motorola, Incumbent must either: (i) return to Motorola those items of the Motorola Schedule D Equipment that would have replaced the Motorola Replaced Equipment not returned, in new condition within thirty (30) days of receipt of the Motorola Schedule D Equipment; or (ii) in accordance with Incumbent's mutual agreement with Motorola, Incumbent will make payment to Motorola for those items of the Motorola Schedule D Equipment that would have replaced those items of the Motorola Replaced Equipment not returned (including tax (if any) and shipping).

(c) If Incumbent did not order Motorola Subscriber Services and Incumbent fails to return any item of the Motorola Replaced Equipment to Motorola within thirty (30) days of receipt of the Motorola Schedule D Equipment, Incumbent must promptly return to Motorola those items of the Motorola Schedule D Equipment that would have replaced the Motorola Replaced Equipment not returned, in new. If Incumbent fails to return any item of the Motorola Replaced Equipment to Motorola under this Section 20(c) and prior to receipt of a Reconciliation Statement from Nextel Incumbent does not demonstrate to Nextel that Incumbent has made payment of the Product Typical Value (as identified on Schedule E) directly to Motorola for those items of Motorola Schedule D Equipment that would have replaced the Motorola Replaced Equipment not returned, then either: (i) Nextel will deduct the Product Typical Value for those items of Motorola Schedule D Equipment provided to replace the Motorola Replaced Equipment not returned to Motorola (including tax (if any) and shipping) from the final payment due to Incumbent after the Reconciliation; (ii) Incumbent must refund the Product Typical Value amount for those items of Motorola Replaced Equipment not returned to Nextel prior to the Closing Date (if no final payment is due to Incumbent); or (iii) Nextel will deduct the portion of the total Product Typical Value up to the value of the final payment due to Incumbent and Incumbent must refund the remaining Product Typical Value amount to Nextel not covered by the final payment prior to the Closing Date (if the final payment due Incumbent is less than the Motorola Equipment Refund).

21. Nextel Replaced Equipment:

(a) If the reconfiguration of the Incumbent's existing facilities to operate on the Replacement Frequencies involves the replacement of any of Incumbent's existing equipment with equipment provided by Nextel (as identified on Schedule D) or equipment the cost of which is being paid by Nextel pursuant to this Agreement as listed in Schedule C (collectively the "Replacement Equipment"), then (i) title to the equipment replaced by the Replacement Equipment (the "Nextel Replaced Equipment") as listed in Schedule D shall pass to Nextel at Closing free and clear of liens and any other encumbrances, and (ii) Incumbent shall execute such documentation as Nextel may reasonably request to transfer title to Nextel and shall within thirty (30) days of the removal of the Replaced Equipment, but no later than the Reconciliation Date, deliver the Nextel Replaced Equipment to Nextel at Nextel's costs and pursuant to Nextel's instructions. Nextel shall pay for any and all costs incident to said transfer, including but not limited to temporary storage, packing, delivery and insurance. Title to Replacement Equipment provided by Nextel will pass to Incumbent at Closing and Nextel shall execute such documentation as Incumbent may reasonably request to transfer title to Incumbent free and clear of liens. Incumbent represents and warrants that the Nextel Replaced Equipment is currently in good working order and in use by Incumbent during the ordinary course of its operations as of the date of its removal.

(b) Once Incumbent is obligated to return to Nextel the Replaced equipment pursuant to Section 21(a) of this Agreement, Nextel will provide notice to Incumbent if any item of Replaced Equipment is not returned to Nextel (the "Replaced Equipment Return Notice"). If Incumbent fails to return any item of the Nextel Replaced Equipment to Nextel within ten (10) days of the Replaced Equipment Return Notice, Incumbent must return to Nextel those items of the Replacement Equipment

that would have replaced the Nextel Replaced Equipment not returned, in new condition within thirty (30) days of receipt of the Replaced Equipment Return Notice. If Incumbent fails to return any item of the Nextel Replaced Equipment to Nextel under this Section 21(b) and a Product Typical Value is set forth in Schedule E (2) for the item of Replacement Equipment then either: (i) Nextel will deduct the Product Typical Value (as set forth in Schedule E (2)) for those items of Replacement Equipment provided to replace the Nextel Replaced Equipment not returned to Nextel (including tax (if any) and shipping) (the "Nextel Equipment Refund") from the final payment due to Incumbent after the Reconciliation; (ii) Incumbent must pay Nextel the Nextel Equipment Refund prior to the Closing Date (if no final payment is due to Incumbent); or (iii) Nextel will deduct the portion of the Nextel Equipment Refund up to the value of the final payment due to Incumbent, and Incumbent must pay Nextel the remaining Nextel Equipment Refund not covered by the final payment prior to the Closing Date (If the final payment due Incumbent is less than the Nextel Equipment Refund).

22. **Termination:** This Agreement may be terminated and the transactions contemplated by this Agreement abandoned: (i) by mutual consent of the Parties provided in writing; (ii) for cause by any Party upon material breach of another Party, following a thirty (30) day period for cure by the breaching Party following written notice of the breach, or (iii) by Nextel in the event of any Adverse Decision by any governmental entity of competent jurisdiction affecting the Order. For purposes of this Agreement, an "Adverse Decision" means an order, decree, opinion, report or any other form of decision by a governmental entity of competent jurisdiction that results, in whole or part, in a stay, remand, or reversal of the Order, or otherwise in any revision to the Order that Nextel reasonably determines, in its sole discretion, to be adverse to its interests. All disputes regarding the reasonableness of Nextel's "Adverse Decision" determination shall be resolved pursuant to Section 16. In the event of termination, the Parties shall take all necessary action (including preparing and filing FCC documents) to return the *status quo ante* on the date of this Agreement. In the event of termination, Nextel shall pay all costs associated with the return to the *status quo ante* except if such termination was due to an uncured material breach by Incumbent.

23. **[Reserved.]**

24. **Notices:** All notices and other communications under this Agreement must be in writing and will be deemed given (i) the same day if delivered personally or sent by facsimile; (ii) the next business day if sent by overnight delivery via a reliable express delivery service; or (iii) after five (5) business days if sent by certified mail, return receipt requested, postage prepaid. All notices are to be delivered to the Parties at the following addresses:

If to Incumbent, to: City of Bedford Stan Lowry, City Attorney Boyle & Lowry, LLP 4201 Wingren, Suite 108 Irving, TX 75062 Phone: (972) 650-7100 Fax: (972)650-7105 Rick Nash, Emergency Management Coordinator, Fire Department Technical	If to Nextel, to: Nextel of Texas, Inc. c/o Sprint Nextel Corporation 2000 Edmund Halley Drive Reston, VA 20191 Attn: Heather P. Brown, Esq. Phone: (703) 433-4000 Fax: (703) 433-4483	If to Nextel, to: Nextel Partners Operating Corp. C/o Nextel Partners, Inc. 4500 Carillon Point Kirkland, WA 98033 Attn: Don Manning, Esq. Phone: (425) 576-3600 Fax: (425) 576-3650
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<p>Operations Central Fire Station 1816 Bedford Road Bedford, TX 76021-5706 Phone: (817) 952-2555 Fax: (817)- 952-2540</p>		
<p>With a copy that shall not constitute notice to:</p> <p>Harland C. Westmoreland Assistant Chief Euless Police Department 1102 W. Euless Boulevard Euless, TX 76040 Phone: (817) 685-1540</p> <p>Holland & Knight LLP 2099 Pennsylvania Avenue, NW, Suite 100 Washington, DC 20006 ATT: Rosalind K. Allen Phone: (202) 419-2415 Fax: (202) 955-5564</p>	<p>With a copy that shall not constitute Notice to:</p> <p>Nextel Communications, Inc. 6575 The Corners Parkway Norcross, GA 30092 Attn: William Jenkins, VP Spectrum Resources Phone: (770) 326-7484 Fax: (678) 405-8252</p>	<p>With a copy to:</p> <p>Nextel Partners Operating Corp. C/o Nextel Partners, Inc. 2002 Edmund Halley Drive Suite C-6115 Reston, VA 20191 Attn: Todd B. Lantor, Esq. Phone: (703) 592-7185 Fax: (952) 828-0331</p>

22. **Assignment**: This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Any Party may assign this Agreement to any direct or indirect subsidiary or affiliate of the Party, upon delivery of written notice to the other Parties.

23. **Amendments**: This Agreement, including without limitation the scope of work contemplated hereby and the Estimated Cost thereof to be paid by Nextel, may be amended or modified only by a written instrument signed by authorized representatives of the Parties, provided, however, no amendment or modification to this Agreement shall become effective until approved by the Transition Administrator.

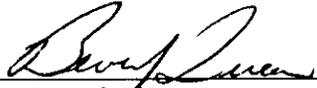
24. **Benefits**: This Agreement is for the benefit of the Parties and their successors and permitted assigns, and nothing in this Agreement gives or should be construed to give any legal or equitable rights under this Agreement to any person or entity, other than (i) the successors and assigns of the Parties, and (ii) the Transition Administrator as specifically provided for in Sections 3(b), 7, 10, 13, 18, and 23.

25. **Miscellaneous**: If any provision(s) of this Agreement is held in whole or part, to be invalid, void or unlawful by any administrative agency or court of competent jurisdiction, then such provision(s) will be deemed severable from the remainder of this Agreement, will in no way affect, impair or invalidate any other provision contained in the Agreement and the Parties will use their commercially reasonable efforts to amend this Agreement to make the unlawful provision compliant with applicable law so as to preserve the rights and obligations of the Parties. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement, together with the Schedules, constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. This Agreement is

governed by the laws of the State of Texas, and subject to Section 16 herein, with venue in a court of competent jurisdiction in Tarrant County, Texas, without regard to conflicts of law principles thereof. This Agreement may be executed in one or more counterparts, including by facsimile, which will be effective as original agreements of the Parties executing the counterpart.

In consideration of the mutual consideration set forth herein, this Agreement is effective as a legally binding agreement between the Parties upon execution by the Parties.

INCUMBENT:
City of Bedford

By: 
Name: Beverly Queen
Title: City Manager

NEXTEL:
Nextel of Texas, Inc.

By: 
Name:
Title: **WILLIAM M JENKINS**
AUTHORIZED SIGNATORY
Nextel Partners Operating Corp.

By: 
Name: **WILLIAM M JENKINS**
Title: **AUTHORIZED SIGNATORY**

SCHEDULE A

Incumbent Frequencies

Incumbent's Name: City of Bedford, Texas

Incumbent Assigns to Nextel:

CALLSIGN	Frequencies	Licensee	Location	Exp. Date	# of Freq.	Lat (N)	Long (W)
WPFR225	866.0125	BEDFORD, CITY OF	COLLEYVILLE, TX	9/26/2014	1	32-53-6.5	97-9-38
WPFR225	866.0375	BEDFORD, CITY OF	GRAPEVINE	9/26/2014	1	32-56-22	97-4-44
WPFR225	866.0375	BEDFORD, CITY OF	COLLEYVILLE, TX	9/26/2014	1	32-53-6.5	97-9-38
WPFR225	866.0375	BEDFORD, CITY OF	FT WORTH, TX	9/26/2014	1	32-48-29	97-7-53
WPFR225	866.4875	BEDFORD, CITY OF	GRAPEVINE, TX	9/26/2014	1	32-56-22	97-4-44
WPFR225	866.4875	BEDFORD, CITY OF	FT WORTH, TX	9/26/2014	1	32-48-29	97-7-53
WPFR225	866.4875	BEDFORD, CITY OF	COLLEYVILLE, TX	9/26/2014	1	32-53-6.5	97-9-38
WPFR225	866.5125	BEDFORD, CITY OF	COLLEYVILLE, TX	9/26/2014	1	32-53-6.5	97-9-38
WPFR225	867.0125	BEDFORD, CITY OF	COLLEYVILLE, TX	9/26/2014	1	32-53-6.5	97-9-38
WPFR225	867.1125	BEDFORD, CITY OF	GRAPEVINE, TX	9/26/2014	1	32-56-22	97-4-44
WPFR225	867.1125	BEDFORD, CITY OF	FT WORTH, TX	9/26/2014	1	32-48-29	97-7-53
WPFR225	867.1125	BEDFORD, CITY OF	COLLEYVILLE, TX	9/26/2014	1	32-53-6.5	97-9-38
WPFR225	867.5125	BEDFORD, CITY OF	COLLEYVILLE, TX	9/26/2014	1	32-53-6.5	97-9-38
WPFR225	867.5375	BEDFORD, CITY OF	GRAPEVINE, TX	9/26/2014	1	32-56-22	97-4-44
WPFR225	867.5375	BEDFORD, CITY OF	FT WORTH, TX	9/26/2014	1	32-48-29	97-7-53
WPFR225	867.5375	BEDFORD, CITY OF	COLLEYVILLE, TX	9/26/2014	1	32-53-6.5	97-9-38
WPFR225	868.0125	BEDFORD, CITY OF	COLLEYVILLE, TX	9/26/2014	1	32-53-6.5	97-9-38
WPFR225	868.7875	BEDFORD, CITY OF	GRAPEVINE, TX	9/26/2014	1	32-56-22	97-4-44
WPFR225	868.7875	BEDFORD, CITY OF	FT WORTH, TX	9/26/2014	1	32-48-29	97-7-53
WPFR225	868.7875	BEDFORD, CITY OF	COLLEYVILLE, TX	9/26/2014	1	32-53-6.5	97-9-38

SCHEDULE B

Replacement Frequencies

Incumbent's Name: City of Bedford, Texas

Nextel Assigns to Incumbent:

Replacement Frequencies	Lat (N)	Long (W)	ERP (W)	Gnd Elev (ft)	Ant. Height (ft)	New Licensee	Location
851.0125	32-53-6.5	97-9-38	140	620 ft.	308 ft.	BEDFORD, CITY OF	COLLEYVILLE, TX
851.0375	32-48-29	97-7-53	270	530 ft.	494 ft.	BEDFORD, CITY OF	FT WORTH, TX
851.0375	32-53-6.5	97-9-38	174	620 ft.	308 ft.	BEDFORD, CITY OF	COLLEYVILLE, TX
851.0375	32-56-22	97-4-44	490	604 ft.	144 ft.	BEDFORD, CITY OF	GRAPEVINE, TX
851.4875	32-48-29	97-7-53	270	530 ft.	494 ft.	BEDFORD, CITY OF	FT WORTH, TX
851.4875	32-53-6.5	97-9-38	174	620 ft.	308 ft.	BEDFORD, CITY OF	COLLEYVILLE, TX
851.4875	32-56-22	97-4-44	490	604 ft.	144 ft.	BEDFORD, CITY OF	GRAPEVINE, TX
851.5125	32-53-6.5	97-9-38	140	620 ft.	308 ft.	BEDFORD, CITY OF	COLLEYVILLE, TX
852.0125	32-53-6.5	97-9-38	140	620 ft.	308 ft.	BEDFORD, CITY OF	COLLEYVILLE, TX
852.1125	32-48-29	97-7-53	270	530 ft.	494 ft.	BEDFORD, CITY OF	FT WORTH, TX
852.1125	32-53-6.5	97-9-38	174	620 ft.	308 ft.	BEDFORD, CITY OF	COLLEYVILLE, TX
852.1125	32-56-22	97-4-44	490	604 ft.	144 ft.	BEDFORD, CITY OF	GRAPEVINE, TX
852.5125	32-53-6.5	97-9-38	140	620 ft.	308 ft.	BEDFORD, CITY OF	COLLEYVILLE, TX
852.5375	32-48-29	97-7-53	270	530 ft.	494 ft.	BEDFORD, CITY OF	FT WORTH, TX
852.5375	32-53-6.5	97-9-38	174	620 ft.	308 ft.	BEDFORD, CITY OF	COLLEYVILLE, TX
852.5375	32-56-22	97-4-44	490	604 ft.	144 ft.	BEDFORD, CITY OF	GRAPEVINE, TX
853.0125	32-53-6.5	97-9-38	140	620 ft.	308 ft.	BEDFORD, CITY OF	COLLEYVILLE, TX
853.7875	32-48-29	97-7-53	270	530 ft.	494 ft.	BEDFORD, CITY OF	FT WORTH, TX
853.7875	32-53-6.5	97-9-38	174	620 ft.	308 ft.	BEDFORD, CITY OF	COLLEYVILLE, TX
853.7875	32-56-22	97-4-44	490	604 ft.	144 ft.	BEDFORD, CITY OF	GRAPEVINE, TX

SCHEDULE C

800 MHZ RECONFIGURATION

COST ESTIMATE – CERTIFIED REQUEST

Incumbent's Name: City of Bedford, TX (Northeast Tarrant County System – NETCO)

Request for Reconfiguration Funding

Pursuant to the Order, Incumbent is required to reconfigure its existing facilities and requests Sprint Nextel to fund the estimated reconfiguration costs included below:

Incumbent Payment Terms: Sprint Nextel will pay Incumbent an amount not to exceed the Estimated Cost(s) for Incumbent with respect to each category of work, as set forth below. Sprint Nextel will pay Incumbent One Hundred Ninety Thousand Thirty-One Dollars (\$190,031.00) within 15 days (30 days if Incumbent elects to be paid by check rather than electronic funds transfer) after receipt by Sprint Nextel of the fully executed Agreement and fully completed Incumbent Information Form (as set forth on Exhibit A). Sprint Nextel will pay any outstanding balance of the Actual Costs due to Incumbent within 30 days after the Reconciliation Date (as “Actual Costs” and “Reconciliation Date” are defined in Section 3(b)(i)).

Vendor Payment Terms: Sprint Nextel will pay each Vendor an amount not to exceed the Estimated Cost(s) for that Vendor with respect to each category of work, as set forth below. Sprint Nextel will pay each Vendor within 30 days after receipt by Sprint Nextel of (A) an invoice from the Vendor and (B) Incumbent's approval of receipt of goods and services and approval of associated costs included on the Vendor invoice (i.e. a completed and fully executed incumbent Acknowledgement Form).

1. System Description: Describe the facilities to be reconfigured in this section in accordance with the TA Guidelines for Preparing a Cost Estimate.

The Northeast Tarrant County (NETCO) system operates under the authority of the Cities of Bedford and Euless. NETCO (“NETCO” or “Licensee”) operates a 3 site 8-channel Motorola Smartnet 3.1 simulcast analog 800 MHz radio system. The channels associated with call sign WFR225 are in the NPSPAC band and will be relocated. The other call sign associated with the system is WPJR315 for the City of Euless. This call sign will not be reconfigured.

The system serves as the primary public safety communications network through an interlocal agreement between the cities of Bedford, Colleyville, Euless, Grapevine, Keller, and Southlake. NETCO is also licensed and operates on the five (5) nationally-designated mutual aid channels.

The network management system consists of one stand-alone System Watch II station terminal and two SIP management terminals. NETCO has five dispatch centers with a total of 18 operator positions. Dispatching is accomplished via a direct wirelined Embassy network with CEB's and operator positions at each of the member cities. There are backup control stations at each

dispatch center. There are 1,120 portable radios, 47 control stations and 571 mobile radios operating on the system. There are also four RF modems used for the management terminals.

NETCO is participating in the Region 40 rebanding planning. This includes programming of the radios with new NPSPAC Band mutual aid channels, while keeping the old channels, installation of back-to-back repeaters for conventional NPSPAC Band mutual aid, and the coordination of the regional rebanding of network infrastructures. NETCO uses the NPSPAC Band mutual aid channels and will require a second reprogramming for their entire fleet to remove the old channels because it removes the chance of operator error especially during emergencies and at critical times. NETCO owns two conventional NPSPAC Band mutual aid repeaters that require a back-to-back repeater configuration to maintain interoperability. NETCO has many interoperability partners so their entire reconfiguration must be coordinated with the other rebanding projects in Region 40.

The combined population of the area that the NETCO system serves is approximately 237,000 residents. NETCO's 800MHz system is integral to the safety of each resident within the area. The 800MHz system permits communications coordination between and among the Cities' EMS, Fire, local governments, police, volunteer public-safety agencies, and other emergency operations.

Each city operates its own dispatch center with the exception of Southlake. The dispatch centers control fire, law enforcement and emergency medical services for the area; NETCO must carefully coordinate any planning or reconfiguration activities at these locations.

The major system elements to be reconfigured are summarized in the table below:

	Total in System	Total Included in RFA
Base station frequencies	13	10
- Control/Voice channels	4	1
- Voice only channels	9	9
Repeater sites	3	3
Other sites (remote recv, BDA)	8	5
Subscriber units retuned	33	33
Subscriber units reprogrammed	1,193	1,193
Subscriber units replaced	512	512
Entities operating on the system	28	28

2. Reconfiguration Milestones:

Reconfiguration Task	Start Date	Number of Days After Project Start Date for Start of Task	Estimated Duration in Days
Project Start	TBD		
Reconfiguration kick-off coordination		TBD	13
Reconfigure Subscriber		TBD	132

Reconfiguration Task	Start Date	Day After Project Start Date (or Start of TRIS)	Estimated Duration in Days
Equipment			
Reconfigure Infrastructure Equipment		TBD	126
System Acceptance		TBD	18

3. Implementation Plan: The attached Implementation Plan/Statement of Work and associated deliverables describe the reconfiguration implementation plan resulting from funds expended under the Planning Funding Agreement dated 8/29/2006.

4. Cost Estimate:

Description of Work To Be Performed	Payee (separately identify Incumbent and each Vendor being paid for work performed)	Estimated Cost(s) for Incumbent and each Vendor (Not to exceed listed amount)
I. Subscriber Equipment Reconfiguration		
a. Subscriber Equipment Reconfiguration		
Assist in development and review of subscriber rebanding plan, 20 hrs @ \$180/hr.	Alexander Utility Engineering, Inc. (AUE) 975 W. Bitters Rd. San Antonio, TX 78216 Mr. Dan Banks 210-496-3200 (Vendor)	\$3,600
Review detailed equipment inventories, 20 hrs @ \$159/hr.	AUE	\$3,180
Review results of rebanding and testing, 20 hrs @ \$159/hr.	AUE	\$3,180
Retune/Reprogram two-hundred twenty five (225) mobile radios, 202.5 hrs @ \$123.90/hr.	Motorola, Inc. c/o Juliann Boardman IL-02 – SWA2 1301 Algonquin Road Schaumburg, IL 60196 (Vendor)	\$25,090
Retune/Reprogram/Replace one-thousand one-hundred twenty (1,120) portable radios, 772.1 hrs @ \$123.90/hr.	Motorola	\$95,663
Develop one-hundred thirty seven (137) templates, 411.5 hrs @ \$123.90/hr.	Motorola Motorola	\$50,985

<p>Replace and install three-hundred twenty eight (328) dash mount radios, 1,395.5 hrs @ \$123.90/hr.</p>		<p>\$172,900</p>
<p>Replace and install sixty five (65) remote mount radios, 530.3 hrs @ \$123.90/hr.</p>	<p>Motorola</p>	<p>\$65,704</p>
<p>Retune one-thousand seven-hundred thirty eight (1,738) subscriber units – second touch, includes templates, 1,407.2 hrs @ \$123.90/hr. Addendum #1.</p>	<p>Motorola</p>	<p>\$174,352</p>
<p>Employee time for reprogramming/retuning/replacements and second touch retuning, 1,345 hrs @ \$35.70/hr. Consists of delivering radios to one of six locations and remaining until all work is completed.</p>	<p>City of Bedford (NETCO) Attn: Mr. Rick Nash Emerg. Mgt. Coordinator FD Technical Operations Central Fire Station 1816 Bedford Road Bedford, TX 76021-5706 817-952-2555 Office (Incumbent)</p>	<p>\$48,024</p>
<p>Train the Trainer classes provided by Motorola Worldwide Learning Services, all inclusive quote including travel, instruction and class materials.</p>	<p>Motorola</p>	<p>\$14,921</p>
<p>Train the Trainers, 15 hrs @ \$63.80/hr</p>	<p>NETCO</p>	<p>\$957</p>
<p>Employee Training, 1 hour of training for 1,115 employees @ \$34.83/hr.</p>	<p>NETCO</p>	<p>\$38,830</p>
<p>b. Project Management</p>		
<p>582 hrs @ \$175/hr. Includes initial implementation and second touch retuning.</p>	<p>Motorola</p>	<p>\$101,850</p>
<p>2,880 hrs @ \$63.80/hr. Entails having NETCO management level personnel on site for the duration of the initial implementation and second touch retuning, 60 days @ 8 hrs /day @ 6 locations.</p>	<p>NETCO</p>	<p>\$183,744</p>
<p>60 hrs @ \$138/hr</p>	<p>AUE</p>	<p>\$8,280</p>
<p>II. Infrastructure Equipment Reconfiguration</p>		
<p>a. Central Site Infrastructure</p>		
<p>Replace two (2) SIP terminals, 40 hrs @ \$175/hr.</p>	<p>Motorola</p>	<p>\$7,000</p>
<p>b. Repeater Site Infrastructure</p>		
<p>Assist in development and review of</p>	<p>AUE</p>	<p>\$1,440</p>

<p>infrastructure rebanding plan, 8 hrs @ \$180/hr.</p>		
<p>Review results of reconfiguration and testing, 16 hrs @ \$159/hr.</p>	<p>AUE</p>	<p>\$2,544</p>
<p>Grapevine Repeater Site, 141.34 hrs @ \$159.09/hr.</p>	<p>Motorola</p>	<p>\$22,486</p>
<p>141 hrs @ \$63.80/hr, on site management level personnel to monitor activity, provide escort to secure sites and site security.</p>	<p>NETCO</p>	<p>\$8,996</p>
<p>Colleyville Repeater Site, 155.3 hrs @ \$159.09/hr.</p>	<p>Motorola</p>	<p>\$24,707</p>
<p>155 hrs @ \$63.80/hr. See description for Grapevine above.</p>	<p>NETCO</p>	<p>\$9,889</p>
<p>Eules Repeater Site, 120.3 hrs @ \$159.09/hr.</p>	<p>Motorola</p>	<p>\$19,139</p>
<p>120 hrs @ \$63.80/hr. See description for Grapevine above.</p>	<p>NETCO</p>	<p>\$7,656</p>
<p>c. Miscellaneous Components</p>		
<p>Retune 5 BDA repeaters, 10 hrs @ 159.09/hr.</p>	<p>Motorola</p>	<p>\$1,591</p>
<p>10 hrs @ \$63.80/hr, on site security and escort. See description for Grapevine above.</p>	<p>NETCO</p>	<p>\$638</p>
<p>d. Project Management</p>		
<p>Project Manager, 120 hrs @ \$175/hr. System Engineer, 60 hrs @ \$175/hr. System Technologist, 130 hrs @ \$175/hr.</p>	<p>Motorola Motorola Motorola</p>	<p>\$21,000 \$10,500 \$22,750</p>
<p>40 hrs @ \$138/hr.</p>	<p>AUE</p>	<p>\$5,520</p>
<p>On site monitoring by management level personnel at the Bedford, Colleyville, Eules, Grapevine and Keller dispatch centers during system controller cutover, 30 hrs @ \$63.80/hr.</p>	<p>NETCO</p>	<p>\$1,914</p>
<p>III. Engineering and Verification</p>		
<p>a. Planning Costs, if Required</p>		
<p>1. Frequency Analysis</p>		
<p>2. System Inventory</p>		

3. Implementation Plan		
b. System Verification		
Assist in development and review route chosen for verification testing, 30 hrs @ \$180/hr.	AUE	\$5,400
Review results of pre-reconfiguration testing, 16 hrs @ \$159/hr.	AUE	\$2,544
Review results of post-reconfiguration testing, 16 hrs @ \$159/hr.	AUE	\$2,544
Pre rebanding benchmark testing, 21 hrs @ \$159.09/hr. Attachment C.	Motorola	\$3,341
Post rebanding benchmark testing, 45 hrs @ \$159.09/hr. Attachment C.	Motorola	\$7,159
Functional Testing, 16 hrs @ \$159.09/hr. Attachment B.	Motorola	\$2,545
Structural analysis - Grapevine site	Motorola	\$2,850
Structural analysis – Colleyville site	Motorola	\$1,600
Structural analysis – Euless site	Motorola	\$2,000
Intermod Analysis, 16 hrs @ \$175/hr.	Motorola	\$2,800
c. Project Management		
Project Manager, 40 hrs @ \$175/hr.	Motorola	\$7,000
System Engineer (Detailed coverage testing), 162 hrs @ \$175/hr. Attachment F & Addendum #1.	Motorola	\$28,350
125 hrs @ \$63.80/hr. NETCO will provide vehicles w/drivers and personnel to assist Motorola with the drive test.	NETCO	\$7,975
Drive Test Mileage 2,880.8 miles @ .495 cents per mile	NETCO	\$1,426
20 hrs @ \$138/hr.	AUE	\$2,760
NETCO Project Management 1,056 hrs @ \$63.80/hr. Includes continued interoperability meetings, FRA negotiation meetings, review of reconfiguration proposals, ongoing meetings until project completion.	NETCO	\$67,373

<p>IV. Contracts and Legal</p> <p>a. Legal Fees to Negotiate FRA</p> <p>Holland & Knight fees include 75 hrs @ \$440-460/hr (rate change after 10/01/06) = \$34,100. FRA review 12 hrs @ \$460/hr. = \$5,520. Preparation of Reconciliation Documents 5 hrs @ \$190/hr. = \$950. Travel expenses of \$1,500.</p> <p>City of Bedford 16 hrs @ \$165/hr.</p> <p>b. FCC Licensing Work, 16 hrs @ \$138/hr.</p>	<p>Holland & Knight LLP</p> <p>NETCO</p> <p>AUE</p>	<p>\$42,070</p> <p>\$2,640</p> <p>\$2,208</p>
<p>V. Other Costs</p> <p>a. Other Project Management –</p> <p>Senior Project Management 40 hrs @ \$180/hr.</p> <p>On Site Project Manager 120 hrs @ \$180/hr.</p> <p>Administrative Support 24 hrs @ \$75/hr.</p> <p>Professional Services</p> <p>Project Manager, 226 hrs @ \$175/hr</p> <p>System Engineer, 109 hrs @ \$175/hr</p> <p>System Technologist, 133 hrs @ \$175/hr</p> <p>c. Travel Expenses</p> <p>Motorola travel, see Reconfiguration Implementation Proposal Addendum #1. Included in total but invoiced only if used.</p> <p>Travel from San Antonio to Bedford, TX. Included in total but invoiced only if used.</p> <p>d. Reconfiguration Equipment * See equipment list below</p>	<p>AUE</p> <p>AUE</p> <p>AUE</p> <p>Motorola</p> <p>Motorola</p> <p>Motorola</p> <p>Motorola</p> <p>AUE</p> <p>Motorola</p>	<p>\$7,200</p> <p>\$21,600</p> <p>\$1,800</p> <p>\$39,550</p> <p>\$19,075</p> <p>\$23,275</p> <p>\$44,940</p> <p>\$2,500</p> <p>\$85,451</p>

Total Estimated Costs	Motorola	\$1,100,574
	NETCO	\$380,062
	Holland & Knight LLP	\$42,070
	AUE	\$76,300
	Total	\$1,599,006

* EQUIPMENT LIST

Qty	Unit	Part #	Description	Unit Price	Total Price
1	2	L3518	SIP Replacement (GW3-COM-LE1-B)	\$	54,910.00
2	4	HKUN4033	RF MODEM/CLOCKING RADIO 800MHZ 10-15W	\$	7,360.00
3	4	HPN4008	POWER SUPPLY & CBL (1-25 WATT MODELS)	\$	749.76
4	1	6881081C15	RADIO SERVICE S/W INSTRUCTION MANUAL	\$	16.65
5	1	DDN6695	RocketPort Univ PCI QUAD-DB9	\$	554.20
6	1	DDN8484	Certified XP Workstation for SWII	\$	2,040.00
7	1	T7143	SWII on XP Software Upgrade Application	\$	800.00
8	6	UOST-5039	MTC3600 Configuration File	\$	14,016.00
9	5	RVN4175	MCS2000 CPS Software	\$	789.00
10	10	RVN4176	MTS2000 CPS Software	\$	1,674.00
11	1	40100A-4082-44X	Raven Audio Bridge	\$	1,738.25
12	3	DVN4049	IBUTTONS (5 units each)	\$	360.00
13	3	DVN4050	IBUTTON Readers (5 units each)	\$	360.00
14	4	DDN6333	Digital Junction Box Interface Cable	\$	83.20
Equipment Total				\$	85,451.06

Certification

Pursuant to the Order, Incumbent hereby certifies to the Transition Administrator appointed pursuant to the Order that the funds requested above are the minimum necessary to provide Incumbent reconfigured facilities comparable to those presently in use. Incumbent further certifies, to the best of Incumbent's knowledge, that any vendor costs listed on Schedule C are comparable to costs that vendor previously charged Incumbent for similar work.

Signature: *Rick Nash (A.S)*
 Print Name: Rick NASH
 Title: _____
 Phone Number: 817-952-2555
 E-mail: RNASH@CI.BEDFORD.TX.US
 Date: 8-30-07

**Statement of Work
800 MHz Reconfiguration
Alexander Utility Engineering
Holland + Knight**

1.0 System Description

The Northeast Tarrant County (NETCO) system operates under the authority of the Cities of Bedford and Euless. NETCO (“Licensee”) operates a 3 site 8-channel Motorola Smartnet 3.1 simulcast analog 800 MHz radio system. The channels associated with call sign WPFR225 are in the NPSPAC band and will be relocated. The other call sign associated with the system is WPJR315 for the City of Euless. This call sign will not be reconfigured.

The system serves as the primary public safety communications network through an interlocal agreement between the cities of Bedford, Colleyville, Euless, Grapevine, Keller, and Southlake. NETCO is also licensed and operates on the five (5) nationally-designated mutual aid channels.

The network management system consists of one stand-alone System Watch II station terminal and two SIP management terminals. NETCO has five dispatch centers with a total of 18 operator positions. Dispatching is accomplished via a direct wirelined Embassy network with CEB’s and operator positions at each of the member cities. There are backup control stations at each dispatch center. There are 1,120 portable radios, 47 control stations and 571 mobile radios operating on the system. There are also four RF modems used for the management terminals.

NETCO is participating in the Region 40 rebanding planning. This includes programming of the radios with new NPSPAC Band mutual aid channels, while keeping the old channels, installation of back-to-back repeaters for conventional NPSPAC Band mutual aid, and the coordination of the regional rebanding of network infrastructures. NETCO uses the NPSPAC Band mutual aid channels and will require a second reprogramming for their entire fleet to remove the old channels because it removes the chance of operator error especially during emergencies and at critical times. NETCO owns two conventional NPSPAC Band mutual aid repeaters that require a back-to-back repeater configuration to maintain interoperability. NETCO has many interoperability partners so their entire reconfiguration must be coordinated with the other rebanding projects in Region 40.

The combined population of the area that the NETCO system serves is approximately 237,000 residents. NETCO’s 800MHz system is integral to the safety of each resident within the area. The 800MHz system permits communications coordination between and among the Cities’ EMS, Fire, local governments, police, volunteer public-safety agencies and other emergency operations.

Each city operates its own dispatch center with the exception of Southlake. The dispatch centers control fire, law enforcement and emergency medical services for the area; NETCO must carefully coordinate any planning or reconfiguration activities at these locations.

System Description	
Number of mobile units used for day-to-day communications covered by this FRA	618
Number of portable units used for day-to-day communications covered by this FRA.	1,120
Number of channels covered by this FRA (exclude channels not to be reconfigured)	17
Number of sites to be reconfigured under this FRA	3
Number of entities using the 800 MHz system being reconfigured	28

2.0 Equipment Retune Costs

NETCO will use the services of its equipment vendor, Motorola, and its Engineering Consultant, Alexander Utility Engineering, Inc. (“AUE”), to retune the mobile and portable subscriber units and the fixed infrastructure associated with its two-way radio system.

2.1 Subscriber Units

NETCO will work with AUE and Motorola to assemble the lists of specific subscriber radio units that need to be reprogrammed or retuned. Motorola will review the programming and develop a plan for on-site retuning of the radios. Each member of NETCO will notify its radio users of the schedule and plan, and will assist in obtaining Motorola access to the radio units at the required times. The radio system users will bring their radios to established locations, where Motorola will retune and reprogram them to use the new frequencies. The subscriber units will be programmed with the new frequencies as the first phase of the rebanding.

Motorola will provide the retuning labor necessary to reconfigure the NETCO portable and mobile radios, including all in-vehicle work necessary to remove and install the mobile radios. Motorola will maintain retuning records, and will test each radio upon completion.

AUE will assist NETCO and Motorola to develop the detailed subscriber reconfiguration plan, will help assemble and review the inventory data needed for Motorola’s suitability assessment, will review test procedures, test results, and analysis, and provide a recommendation for any necessary remediation.

2.2 Infrastructure Location

The infrastructure retune will be performed at a date separate from the subscriber unit work. A regional plan will coordinate the cut-over of all repeaters, consoles, control stations, and all associated equipment. This plan will theoretically result in all interoperable systems continuing to support each other with no interruption of service; practically, the cut-over will require some form of backup interoperation planning.

Motorola will provide the retuning labor necessary to reconfigure NETCO repeaters, including retuning combiners and on the receiver multicouplers. They will install and remove the temporary repeater provided by Sprint Nextel, if it is required.

Motorola will also provide benchmark and comparability testing upon completion of the system reconfiguration.

AUE will review the detailed site reconfiguration plan, will help assemble and review the inventory data, will review test procedures, test results, and analysis, and will provide a recommendation for any necessary remediation, and will support NETCO's frequencies with the FCC.

3.0 Equipment Replacement Costs

NETCO will use the services of its equipment vendor, Motorola, and AUE to program and replace the mobile and portable subscriber units and the fixed infrastructure associated with its two-way radio system.

NETCO will assist AUE and Motorola to assemble the lists of specific subscriber radio units that need to be replaced. Motorola will review the programming and will flash and program the replacement radios received from Sprint Nextel, to include the current and proposed new frequencies, channel assignments, talk groups, and user IDs. AUE, NETCO, and Motorola will develop a detailed plan to replace the radios, including locations and times that will provide best access to the users needing the new radios. NETCO's members will notify its radio users of the schedule and plan, and will assist in obtaining Motorola access to the radio units at the required times. Radio system users will bring their radios and all ancillary equipment to established locations, where Motorola will replace them with the new radios and ancillary equipment. The subscriber units will be replaced as part of the first phase of the rebanding.

Motorola will provide the labor necessary to program and replace NETCO's members' portable and mobile radios, including all in-vehicle work necessary to remove and install the mobile radios. Motorola will maintain retuning records, and will test each radio upon completion.

AUE will assist NETCO and Motorola to develop the detailed subscriber replacement plan, will help assemble and review the inventory data needed for the suitability assessment, will review test procedures, test results, and analysis, and will provide a recommendation for any

necessary remediation.

4.0 Engineering/Consulting and Project Management

- 4.1 AUE and NETCO will prepare all cost and scope documents necessary to support the Frequency Reconfiguration Agreement, based on input from Motorola and NETCO's external legal counsel Holland & Knight, LLP. AUE will investigate the specific requirements for the reconfiguration of NETCO's system, will maintain current status with all document template modifications provided by Nextel and the TA, and will assist external counsel in keeping NETCO staff informed of all developments in the process, procedures, and FCC Orders associated with the 800MHz rebanding.
- 4.2 NETCO will direct AUE to submit the final FRA request to Sprint Nextel for the proposed reconfiguration. AUE will discuss any document modifications necessary to meet the TA's formatting requirements with Sprint Nextel's designated representative, and AUE will update or modify the forms or document templates as needed to comply. NETCO will review and approve all modifications prior to submittal to Sprint Nextel or other parties.
- 4.3 NETCO, AUE, and Holland & Knight, LLP will meet with Sprint Nextel's designated negotiating team as often as necessary to reach consensus on the FRA described above. AUE will participate in negotiation planning meetings with the licensee's legal counsel Holland & Knight, LLP or staff as required. As appropriate, AUE will recommend a resolution to the licensee that meets all the requirements of the FCC 800MHz Rebanding Initiatives. Upon conclusion of the negotiation, AUE will coordinate with Holland & Knight, LLP, external counsel, and Sprint-Nextel on final contract documents to memorialize the agreements reached in the negotiations.
- 4.4 Once the rebanding contract is signed, AUE will assist the licensee in obtaining the channels agreed to by Sprint Nextel, including any modifications to the original channel plan. The radio vendor and associated radio shop will be included in the frequency assignment validation. AUE will provide oversight and supervision for radio pre- and post-system interference or noise floor measurements due to two-way radio systems or television stations that are adjacent to the reconfigured radio frequencies. AUE will provide oversight on pre-and post-rebanding radio system performance studies with the radio vendor, and will provide an engineering analysis and review of the vendor's documentation of testing. AUE engineers will review the inventory and frequency compatibility test results as performed by radio vendor or the radio equipment service shop. Finally, AUE will provide ULS service for licensing of the rebanded frequencies. This includes but not limited to actual modifications to the existing licenses or analysis and review of license modifications completed by Sprint Nextel or the radio vendor.
- 4.5 AUE and NETCO will review Motorola's reconfiguration design plan, consisting of the rebanding methods of procedures, detailed cutover plans, and system test plans.

AUE will assist Motorola in detailing all aspects of the system reconfiguration, including:

- Methods of Procedure (MOP's) for Reconfiguration
- Fallback Plans
- Baseline and Acceptance Test Plans

4.6 AUE will provide support to NETCO's technical staff on any issues related to the 800MHz rebanding efforts. AUE will review results from pre-reconfiguration and post-reconfiguration baseline performance testing of the rebanded system to validate that comparable performance has been achieved in the reconfiguration process. AUE will utilize project management software to monitor project scheduling, with proper milestones on critical issues to keep the project on schedule. AUE will update this schedule twice a month, and will provide copies of the update to the project team. AUE will convene and attend project status meetings every two weeks.

4.7 AUE will assist NETCO in orderly and prompt billing and collection of reimbursement funds from Sprint Nextel. Included will be the submittal by the licensee of validated labor costs incurred by licensee's staff on this project. At the conclusion of the project, an audit and true-up of expenses and compensation will be prepared and provided to all parties for concurrence.

4.8 AUE will review all completed work and validate that all rebanding efforts are complete before the project is closed out. AUE will submit the Closing Letter as specified by the FCC and the TA, and will assist the licensee in developing and submitting a true-up of all expenses included in the FRA.

4.9 AUE will review all completed work and validate that all rebanding efforts are complete before the project is closed out. AUE will submit the Closing Letter as specified by the FCC and the TA, and will assist the licensee in developing and submitting a true-up of all expenses included in the FRA.

5.0 Legal Costs

All costs incurred by Holland & Knight, LLP will be limited to Attorney's Fees. There are no Project Management costs proposed to be involved in the services provided to NETCO.

5.1 Frequency Reconfiguration Agreement Negotiations

- The Licensee's legal staff will be supported by outside counsel, Holland & Knight, LLP ("HK") to ensure a smooth transition to its new public safety communications spectrum. The scope of work includes the following areas:
- Review vendor quotes and supporting statement of work for legal sufficiency, consistency with FCC policies/rules, consistency with substantive TA requirements and successful negotiation strategies;

- Keep the Licensee apprised of FCC, TA, and other federal regulatory or judicial developments that are directly relevant to the 800 MHz reconfiguration process.
- Respond to Licensee's requests for interpretation and analysis of the reconfiguration process as well as assistance in compliance with TA and FCC requirements.
- Negotiate the terms and conditions of Licensee's Frequency Reconfiguration Agreement ("FRA") and the Motorola Reconfiguration Services Agreement, with the objective of achieving a seamless and fully-funded transition to comparable facilities.

5.2 Frequency Reconfiguration Agreement Review

- Review the proposed FRA and associated schedules for consistency with Texas law, to ensure Licensee's interests are being appropriately recognized and to confirm that the FRA terms are consistent with the outcome of negotiations.
- Assist in responding during the course of negotiations to Sprint Nextel questions and requests for additional information, including preparing written responses.
- Revise and redraft FRA provisions. Respond to Sprint Nextel requests for documentation of proposed revisions.
- Coordinate execution of FRA with Sprint Nextel and confirm TA acceptance.
- Assist Licensee in completing the true-up process, verifying comparability of facilities and submission of the Certificate of Completion.

SCHEDULE D

Incumbent: City of Bedford, TX (Northeast Tarrant County System – NETCO)

1) Loaned Reconfiguration Equipment (provided by Nextel)

Quantity	Manufacturer	Description	Model Number	New/Used
3	RFS	COMB WAV-G 851-869 8 CH 7/16 ANT: Frequencies: 868.7875, 867.5375, 867.1125, 866.4875, 866.0375, 855.4875, 855.2375, 854.9875	WIJD862-08S	New
2	Motorola	Quantar 800 MHz Base Station. Station 1 Frequencies: TX: 851.0125 MHz RX: 806.0125 MHz CTCSS 156.7 Hz Station 2 Frequencies: TX1:851.5125 - RX1:806.5125MHz TX2:852.0125 - RX2:807.0125MHz TX3:852.5125 - RX3:807.5125 MHz TX4:853.0125 - RX4:808.0125MHz CTCSS 156.7 Hz on all freqs.	T5365 w/options X597A, X580, X233	New

2) Replacement Equipment (to be provided by Nextel)

Quantity	Manufacturer	Description	Model Number	New/Used
5	Connecticut Microwave	Directional Coupler 700-1000 MHz	441268	New
2	RFS	Transmit Antenna	BMR12-A-B1	New
1	RFS	Transmit Antenna	PD10017-3	New
3	PolyPhaser	Bulkhead Arrestor	IS-B50HN-C2-MA	New
180 ft	Andrew	7/8" Foam Cable	LDF5-50A	New
330 ft	Andrew	7/8" Foam Cable	LDF5-50A	New
4	Andrew	7/8" LDF N Female Connector, Posit Stop	L5TNF-PS	New
3	Andrew	½ inch x 10 feet LDF with N male connectors	L4A-PNMNM-10-USA.	New
10	Andrew	5/8"-7/8" Cable Ground Clamp Kit	CSSL5-10B2	New
6	Andrew	1-1/4" Cable Ground Clamp Kit	CSSL6-10B2	New
450 ft	Andrew	1-1/4" LDF Foam Cable	LDF6-50	New
1	Andrew	7/16" DIN Male, PS, Antenna End (Motorola part number TT05073AA)	L6TDM-PS	New
1	Andrew	7/16" DIN Female, PS, Station End (Motorola part number TT05072AA)	L6TDF-PS	New

3) Motorola Schedule D Equipment (to be provided by Motorola) – Motorola radios, flash- kits and accessories only

a) Motorola Subscriber Services will be provided for the following Motorola Schedule D Equipment

Quantity	Description	Radio Software	Encryption	Model Number
16	Portable Radio Kits	Smartnet		XTS2500RB Model 1.5
103	Portable Radios Kits	Smartnet		XTS2500RB Model 3
62	Remote Microphone			NMN6193
2	Multi-Unit Charger			WPLN4108R
10	Programming Software			RVN4181
117	Mobile Radio Kit – Dash Mt.	Smartnet		XTL2500RB
169	Mobile Radio Kit – Dash Mt.	Smartnet		XTL2500RB
169	No Microphone Needed			G90
169	Keypad Microphone			W20
1	Mobile Radio Kit – Remote Mt.	Smartnet		XTL2500RB
13	Mobile Radio Kit - Desktop	Smartnet		XTL2500RB
13	Omit Antenna			G89
13	Desk Microphone			W382
13	No External Speaker Needed			G142
13	Control Station Power Supply			G91
13	Control Station Operation			W665
33	XTL5000 Mobile	Smartnet		M20URS9PW1AN
33	Analog Operation			G241
33	Smartnet Operation	Smartnet		G50
33	Antenna			G335
33	W9 Control Head			G81
33	Control Head Software – W9			G99
33	Remote Mount			G67
33	Speaker			B18
33	Palm Microphone			W22
33	Enhanced ID Display			G114
29	XTL5000 Console			L20URS9PW1AN
29	W9 Control Head			G81
29	Analog Operation			G241
29	SmartNet Operation	SmartNet		G50
29	Basic Audio Control Interface			L791
4	Digital Junction Box			L3208
4	MC3000 Digital Deskset			L3223
17	XTL5000 Mobile	Smartnet		M20URS9PW1AN
17	Analog Operation			G241
17	Smartnet Operation	Smartnet		G50
17	Antenna			G335
17	W9 Control Head			G81

17	Control Head Software -- W9			G99
17	Remote Mount			G67
17	Remote Mount Cable -- 30 ft.			G610
17	Speaker			B18
17	Increase Audio Power 13 W spkr.			W432
17	Palm Microphone			W22
17	Dual Control Head			W800
17	Dual Control Head Cable -- 75ft			G104
17	Dual Control Head Speaker			G831
17	Dual Control Head Microphone			G833
14	XTL5000 Mobile	Smartnet		M20URS9PW1AN
14	Analog Operation			G241
14	Smartnet Operation	Smartnet		G50
14	Antenna			G335
14	Motorcycle Control Head -- O5			G442
14	Control Head Software --O5			G444
14	Motorcycle Control Head Software			G138
14	Enhanced ID Display			G114
14	Motorcycle Mounting			G67MTCL
14	Loud Speaker -- 7.5 watts			B18CM
14	Palm Microphone - Motorcycle			W22AT
14	No Motorcycle Enclosure Needed			W620
30	Programming Software			RVN4185

b) Motorola Subscriber Services will not be provided for the following Motorola Schedule D Equipment

Quantity	Description	Radio Software	Encryption	Model Number
1193	Flash Kits	Smartnet		Flash Kits

4) Replaced Equipment (to be delivered to Motorola following receipt of replacement equipment from Motorola)

Quantity	Description	Radio Software	Encryption	Mounting	Model Number
23	Motorola Portable Radios (each with 1 battery, 1 antenna)	Smartnet		N/A	LTS2000
80	Motorola Portable Radios (each with 1 battery, 1 antenna)	Smartnet		N/A	MTS2000 II (256KB)
16	Motorola Portable Radios (each with 1 battery, 1 antenna)	Smartnet		N/A	MTS2000 I (256KB)
62	Remote Mics				
2	Multi-Unit Charger				
118	Mobile Radios (each with	Smartnet		Dash	Spectra C5

	control head, mic)				
168	Mobile Radios (each with control head, mic)	Smartnet		Dash	Spectra C7
17	Mobile Radio Dual Head (with 2 control heads and mics)	Smartnet		Remote	Spectra C9
1	Mobile Radios (each with control head, mic)	Smartnet		Remote	Speetra C7
33	Mobile Radios (each with control head, mic)	Smartnet		Remote	Spectra C9
14	Motorcycle radio (each with control head, mic) No Enclosure	Smartnet		Remote	Spectra C9
13	Control Station	Smartnet		Dash	Spectra
4	Consolette - Remote	Smartnet			Spectra
4	Desk Set				DGT9000
4	Junction Box				For DGT9000
25	Consolette - Desk Mic	Smartnet			Spectra

SCHEDULE E

Product Typical Values

(1) Motorola Equipment

Item	Rebanding Product Typical Value (% are discount off list price)
Mobile, High Spec (XTL2500 RB)	\$ 2,050
Accessories & Options	
SmartZone Operation	\$ 162
Digital Operation	\$ 234
Siren	\$ 637
Consollette Power Kit	\$ 500
Consollette Tone Remote	\$ 475
DTMF Microphone	\$ 180
DEK	\$ 475
Extra Loud Speaker	\$ 106
Dual Control Head	\$ 575
Dual Control Head Mic	\$ 80
Dual Control Head Cable	\$ 95
Dual Control Head Speaker	\$ 60
Multi-Radio SW Kit	\$ 750
Multi-Radio HW Kit	\$ 1,750
Emergency foot pedal	\$ 55
AUXILIARY SWITCH PANEL	\$ 165
Mobile UCM	\$ 750
Key Lock Mounting	\$ 40

Item	Rebanding Product Typical Value (% are discount off list price)
Mobile, Low Spec (XTL1500 RB)	\$ 1,516
Accessories & Options	
SmartZone Operation	\$ 58
Digital Operation	\$ 72
Extra Loud Speaker	\$ 106
Emergency foot pedal	\$ 55
AUXILIARY SWITCH PANEL	\$ 165
Key Lock Mounting	\$ 40

Item	Rebanding Product Typical Value (% are discount off list price)
Mobile (XTL5000)	18%
Accessories & Options	
XTL5000 Options	18%
Motorcycle Mounting	\$ 400
Motorcycle Housing	\$ 900

Item	Rebanding Product Typical Value
Portable, High Spec (XTS2500 III RB)	\$ 2,375.00
Accessories & Options	
SmartZone Operation	\$ 200
Digital Operation	\$ 400
Upgrade Both Kit Batteries to HICAP	\$ 140
Spare Battery HICAP	\$ 145
Portable Cables	\$ 251
Carry Case	\$ 60
Charger	\$ 165
PSM	\$ 150
RF Switch	\$ 140
RSM	\$ 97
Headset	\$ 439
Programming Software	\$ 265
Vehicular Charger	\$ 95
Portable UCM	\$ 750
Multi-unit Charger	\$ 788

Item	Rebanding Product Typical Value
Portable, Low Spec (XTS1500 I RB)	\$ 1,120
Accessories & Options	
SmartZone Operation	\$ 150
Digital Operation	\$ 130
Upgrade Both Kit Batteries to HICAP	\$ 140
Spare Battery HICAP	\$ 145
Portable Cables	\$ 251
Carry Case	\$ 60
Charger	\$ 165
RSM	\$ 97
Headset	\$ 439
Programming Software	\$ 265
Vehicular Charger	\$ 95

Multi-unit Charger	\$	788
--------------------	----	-----

Item	Rebanding Product Typical Value (% are discount off list price)
Accessories & Options	
All accessories not listed above	5%

(2) Replacement Equipment

The Product Typical Values for Replacement Equipment shall be for Replacement Equipment set forth on Schedule C, the cost shown on Schedule C for the item of Replacement Equipment.

Exhibit A

Incumbent Information

****ALL INFORMATION ON FILE WITH SPRINT NEXTEL FINANCE

The following questions are required for processing Electronic Funds Transfers and if Incumbent wants Nextel to complete the FCC filings on its behalf. All information contained herein shall be kept strictly confidential and will be used only in completion of the Frequency Reconfiguration transaction.

I. INCUMBENT INFORMATION

Please provide the following information:

Company/Name: City of Bedford, Texas

Contact: _____ Title: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

If not identified in the contract, please provide the following:

If Incumbent is a Partnership, please provide name, address and phone numbers of all other partners:

Name: _____

Name: _____

Address: _____

Address: _____

City/State/Zip: _____

City/State/Zip: _____

Phone: _____

Phone: _____

II. BANK ACCOUNT INFORMATION (Required for payment via electronic funds transfer.)

Name of Bank: _____

Address of Bank: _____

City/State/Zip: _____

Bank Phone #: _____

ABA (Routing #): _____

Account #: _____

Name on Account: _____

Federal, State or Individual SS #: _____

Name of Brokerage Firm (if applicable): _____

Brokerage Account # (if applicable): _____

In the event Incumbent will not provide information for electronic funds transfer, Incumbent acknowledges that all payments made by check will be mailed within thirty (30) days of the date of performance required by Incumbent (for each payment) as stipulated in the Agreement.

Acknowledged by Incumbent: _____ (signature required only if Incumbent does not want an electronic funds transfer)

III. TAX INFORMATION

*****ALL INFORMATION ON FILE WITH SPRINT NEXTEL FINANCE**

The Internal Revenue Service and state tax authorities require Nextel to report all transactions, even if the transaction is exempt from taxation (if so, it will be reported to the IRS as a like-kind exchange). Therefore, it is necessary for Nextel to collect the information below. If you have specific questions about your tax implications in this transaction, you should consult your own accountant or financial advisor.

Incumbent’s Federal, State or Individual Tax ID #,
FEIN (Federal) or SSN (individuals): _____

State(s) – sales tax license, resale permit,
employment, etc.): _____

Local (if applicable): _____

Current State and County location for your
principal executive office: _____

If there has been more than one location for the
principal executive office within the past five (5)
years, list each such City/County/State location: _____

IV. REGULATORY INFORMATION

**Would you like Nextel’s Regulatory department to prepare and file all necessary FCC paperwork
on your behalf? Yes / XNo**

If yes, please provide the following **Universal Licensing
System (“ULS”)** information for your licenses:

FRN (FCC Registration Number): _____

ULS PASSWORD: _____

Contact Representative for any FCC related issues:

Name: _____

Phone Number: _____

If no, please provide the following information
regarding who will take care of the preparation and
filing of all necessary FCC paperwork on your behalf:

Contact Name: **Darryl Richard** _____

Organization: **Holland & Knight, LLP** _____

Address: **2099 Pennsylvania Ave, NW, Suite 100** _____

City: **Washington, DC** _____

State/Zip: **20006-6801** _____

Phone Number: **(202) 457-5932** _____

Email Address: darryl.richard@hklaw.com

I hereby acknowledge that all of the information provided herein is true and correct as of the date signed below.

Incumbent Signature: Rick Nash (S.P.)

Print Name: Rick Nash

Title: Emergency Operations Coordinator

Date: August 30, 2007

EXHIBIT B

Reconciliation Documentation

Certification of Labor

Incumbent hereby certifies that the information provided herewith for the Frequency Reconfiguration Agreement dated _____ with Nextel ("FRA") is true and complete to the best of Incumbent's knowledge. Incumbent further certifies that the reimbursed rate/s listed in the attached invoice(s), if any, have been determined in accordance with the TA's policy on Incumbent Labor as documented at <http://www.800ta.org/content/PDF/policy/IncumbentLaborRatePolicy.pdf> as of the date of this statement. The Incumbent acknowledges that all costs incurred and/or charged by Incumbent, if any, are subject to the Review Rights (as that term is defined in the FRA with Nextel) of the TA. Incumbent agrees to the foregoing calculations (without changes) in accordance with the terms of the FRA.

Incumbent Name: _____

Related Invoice #'s: _____

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B

INCUMBENT INTERNAL REBANDING COSTS

Pursuant to the Frequency Reconfiguration Agreement made the ____ day of _____, 2007 by and between the **City of Bedford, TX** and **Nextel of Texas, Inc., I,** _____ (“Incumbent”) verify and acknowledge that all goods/services identified in Schedule C for completion by the Incumbent and referenced below have been performed.

Description of Work Done	Hours or Units completed	Cost per Hour or Unit	Total Cost
Mobile/Portable Radios Retunes	xxx	\$\$\$	\$xxx.xx
Repeaters Retuned			\$xxx.xx
Combiners Retuned			\$xxx.xx
Install, verify operation & remove temporary equipment			\$xxx.xx
Field service preplanning support, Frequency Review, Develop Transition Plan, Testing			\$xxx.xx
Project Management, SOW Preparation, Cost Estimates, Contract Negotiations, Engineering Support and preplanning meeting, transition planning, coordination of personnel			\$xxx.xx
Engineering non-labor travel costs (Travel to/from, rental car, hotel)			\$xxx.xx
Other			\$xxx.xx
		TOTAL	\$xxx.xx

By: _____
 Name: _____
 Title: _____
 Phone Number: _____
 Date: _____

Bedford



Payment Terms:

Contract: FRA

Contract Amount: \$1,598,006.00

Commitment ID	Payment Type	Vendor/Payee	Pay Cycle	Day of Month	% of Total Due	Amount Terms	Milestone 1	Milestone 2	Milestone Logic	Invoice Data Pass Milestone
C031132	Invoice	Motorola, Inc			100	\$1,100,574.00 Net 30				
C031133	Invoice	Holland & Knight LLP			100	\$42,070.00 Net 30				
C031134	Invoice	Alexander Utility Engineering Bedford, City of, TX			100	\$76,300.00 Net 30				
C031135	Milestone	Bedford, City of, TX			50	\$190,031.00 Net 15				
C031138	Invoice	Abilene Warehouse (Schedule D Equipment)			50	\$190,031.00 Net 30				

Contract Execution Date
Signed Receipt Reconciliation Received
Incumbent Vendor Package Received
Letter of

Retune Timing

Nextel Clears Frequencies By: TBD
 Owner/Incumbent Starts Retune By: Upon replacement channel clearing notice by Nextel
 Length of time Owner/Incumbent has to complete Retune: 30 days

Critical Deal Terms

The Northeast Tarrant County (NETCO) system operates under the authority of the Cities of Bedford and Euless. NETCO ("NETCO" or "Licensee") operates a 3 site 8-channel Motorola Smartnet 3.1 simulcast analog 800 MHz radio system. The channels associated with call sign WPFJR225 are in the NPSAPAC band and will be relocated. The other call sign associated with the system is WPFJR315 for the City of Euless. This call sign will not be reconfigured.

Equipment in Deal

Quantity	Description	Model	New/Lead	Loan/Give	Shipping Terms	Return Terms	Notes/Special Conditions
3	COMB WAV-G 851-869 6 CH 7/16 ANT	RFS WIJD862-08S	New	Give	See Ship to Information for Instructions		COMB WAV-G 851-869 8 CH 7/16 ANT; Frequencies: 868.7875, 867.5375, 867.1125, 866.4875, 866.0375, 855.4875, 855.2375, 854.9875
5	Directional Coupler 700-1000 MHz	Connecticut Microwave	New	Give	See Ship to Information for Instructions		
2	Transmit Antenna	RFS BMR12-A-B1	New	Give	See Ship to Information for Instructions		
1	RFS Transmit Antenna	PD10017-3	New	Give	See Ship to Information for Instructions		
3	PolyPhaser Bulkhead Arrestor	IS-B50HN-C2-MA	New	Give	See Ship to Information for Instructions		
1	180 ft Andrew 7/8" Foam Cable	LDF5-50A	New	Give	See Ship to Information for Instructions		

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Bedford



Payment Terms:

Contract ID	Payment Type	Vendor/Payee	Pay Cycle	Day of Month	% of Total Due	Amount Terms	Milestones.1	Milestones.2	Milestones Logic	Invoice Date Post Milestone
C031132	Invoice	Motorola, Inc			100	\$1,100,574.00 Net 30				
C031133	Invoice	Holland & Knight LLP			100	\$42,070.00 Net 30				
C031134	Invoice	Alexander Utility Engineering Bedford, City of, TX			100	\$76,300.00 Net 30				
C031135	Milestone	Bedford, City of, TX			50	\$190,031.00 Net 15	Contract Execution Date	Incumbent Vendor Package Received	Letter of	
C031135	Milestone	Bedford, City of, TX			50	\$190,031.00 Net 30	Signed Receipt Reconciliation Received			
C031138	Invoice	Abilene Warehouse (Schedule D Equipment)			100	\$0.00 Net 30				

Contract Amount: \$1,599,006.00

Retune Timing

Nextel Clears Frequencies By: TBD
 Owner/Incumbent Starts Retune By: Upon replacement channel clearing notice by Nextel
 Length of time Owner/Incumbent has to complete Retune: 30 days

Critical Deal Terms

The Northeast Tarrant County (NETCO) system operates under the authority of the Cities of Bedford and Euless. NETCO ("NETCO" or "Licensee") operates a 3 site 8-channel Motorola Smartnet 3.1 simulcast analog 800 MHz radio system. The channels associated with call sign WPFRR225 are in the NPSAPC band and will be relocated. The other call sign associated with the system is WPJR315 for the City of Euless. This call sign will not be reconfigured.

Equipment in Deal

Quantity	Description	Model	New/Used	Loan/Give	Shipping Terms	Return Terms	Notes/Special Conditions
3	COMB WAV-G 851-869 8 CH 7/16 ANT	RFS WIJD862-08S	New	Give	See Ship to Information for Instructions		COMB WAV-G 851-869 8 CH 7/16 ANT: Frequencies: 868.7875, 867.5375, 867.1125, 866.4875, 866.0375, 855.4875, 855.2375, 854.9875
5	Directional Coupler 700-1000 MHz	Connecticut Microwave	New	Give	See Ship to Information for Instructions		
2	Transmit Antenna	RFS BMR12-A-B1	New	Give	See Ship to Information for Instructions		
1	RFS Transmit Antenna	PD10017-3	New	Give	See Ship to Information for Instructions		
3	PolyPhaser Bulkhead Arrestor	IS-B50HN-C2-MA	New	Give	See Ship to Information for Instructions		
1	180 ft Andrew 7/8" Foam Cable	LDF5-50A	New	Give	See Ship to Information for Instructions		

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Equipment in Deal CONTINUED

Quantity	Description	Model	New/Used	Loan/Give	Shipping Terms	Return Terms	Notes/Special Conditions
1	330 ft Andrew 7/8" Foam Cable	LDF5-50A	New	Give	See Ship to Information for Instructions		
4	Andrew 7/8" LDF N Female Connector, Posit Stop	L5TNF-PS	New	Give	See Ship to Information for Instructions		
3	Andrew 1/2 inch x 10 feet LDF with N male connectors	L4A-PNMM-10-USA	New	Give	See Ship to Information for Instructions		
10	Andrew 5/8"-7/8" Cable Ground Clamp Kit	CSGL5-10B2	New	Give	See Ship to Information for Instructions		
6	Andrew 1-1/4" Cable Ground Clamp Kit	CSGL6-10B2	New	Give	See Ship to Information for Instructions		
1	Andrew 1-1/4" LDF Foam Cable 450ft	LDF6-50	New	Give	See Ship to Information for Instructions		
1	Andrew 7/16" DIN Male, PS, Antenna End (Motorola P	L6TDM-PS	New	Give	See Ship to Information for Instructions		
1	Andrew 7/16" DIN Female, PS, Station End (Motorola	L6TDF-PS	New	Give	See Ship to Information for Instructions		
2	Motorola Quantar 800 MHz Base Station.	T5365 w/options X597A,	New	Give	See Ship to Information for Instructions		Station 1 Frequencies: TX: 851.0125 MHz RX: 806.0125 MHz CTCSS 156.7 Hz Station 2 Frequencies: TX1:851.5125 - RX1:806.5125MHz TX2:852.0125 - RX2:807.0125MHz TX3:852.5125 - RX3:807.5125 MHz TX4:853.0125 - RX4:808.0125MHz CTCSS 156.7 Hz on all freqs.
16	Portable Radio Kits Smartnet	XTS2500RB Model 1.5	New	Give	See Ship to Information for Instructions		
103	Smartnet Portable Radio Kits	XTS2500RB Model 3	New	Give	See Ship to Information for Instructions		
62	Remote Microphone	NMN6193	New	Give	See Ship to Information for Instructions		
2	Remote Microphone	Motorola WPLN4108R	New	Give	See Ship to Information for Instructions		
10	Programming software	RVN4181	New	Give	See Ship to Information for Instructions		
117	Mobile Radio Kit-dash mount	XTL2500RB	New	Give	See Ship to Information for Instructions		
169	Mobile Radio Kit-Dash mount w/W20 keypad microphone	Smartnet XTL2500RB	New	Give	See Ship to Information for Instructions		

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Equipment in Deal CONTINUED

Quantity	Description	Model	New/Used	Loan/Give	Shipping Terms	Return Terms	Notes/Special Conditions
1	Mobile Radio Kit-Remote Mt	XTL2500RB	New	Give	See Ship to Information for Instructions		
13	Mobile Radio Kit-Desktop	XTL2500RB Smartnet	New	Give	See Ship to Information for Instructions		
13	Omit antenna	G89	New	Give	See Ship to Information for Instructions		
13	Desk microphone	W382	New	Give	See Ship to Information for Instructions		
13	No external speaker needed	G142	New	Give	See Ship to Information for Instructions		
13	Control Station Power Supply	G91	New	Give	See Ship to Information for Instructions		
13	Control Station Operation	W665	New	Give	See Ship to Information for Instructions		
33	XTL500 Mobile	Smartnet	New	Give	See Ship to Information for Instructions		
33	Analog operation	G241	New	Give	See Ship to Information for Instructions		
33	Smartnet Operation	Smartnet G50	New	Give	See Ship to Information for Instructions		
33	Antenna	G335	New	Give	See Ship to Information for Instructions		
33	W9 Control Head	G81	New	Give	See Ship to Information for Instructions		
33	Control Head Software W9	G99	New	Give	See Ship to Information for Instructions		
33	Remote Mount	G67	New	Give	See Ship to Information for Instructions		
33	Speaker	B18	New	Give	See Ship to Information for Instructions		
33	Palm Microphone	W22	New	Give	See Ship to Information for Instructions		
33	Enhanced ID Display	G114	New	Give	See Ship to Information for Instructions		
29	XTL500 Console	L20URS9PW1AN	New	Give	See Ship to Information for Instructions		
29	W9 Control Head	G81	New	Give	See Ship to Information for Instructions		
29	Analog operation	G241	New	Give	See Ship to Information for Instructions		
29	Smartnet operation	Smartnet G50	New	Give	See Ship to Information for Instructions		
29	Basic Audio Control Interface	L791	New	Give	See Ship to Information for Instructions		
4	Digital Junction Box	L3208	New	Give	See Ship to Information for Instructions		

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Equipment in Deal		CONTINUED									
Quantity	Description	Model	New/Used	Loan/Give	Shipping Terms	Return Terms	Notes/Special Conditions				
4	MC3000 Digital Desiset	:3223	New	Give	See Ship to Information for Instructions						
17	XTL5000 Mobile	Smartnet	New	Give	See Ship to Information for Instructions						
17	Analog Operation	Smartnet G50	New	Give	See Ship to Information for Instructions						
17	Smartnet Operation	Smartnet G50	New	Give	See Ship to Information for Instructions						
17	Antenna	G335	New	Give	See Ship to Information for Instructions						
17	W9 Control head	G81	New	Give	See Ship to Information for Instructions						
17	Control Head Software W9	G99	New	Give	See Ship to Information for Instructions						
17	Remote Mount	G67	New	Give	See Ship to Information for Instructions						
17	Remote Mount Cable-30 ft	G610	New	Give	See Ship to Information for Instructions						
17	Speaker	B18	New	Give	See Ship to Information for Instructions						
17	Increase Audio Power 13 w spkr	W432	New	Give	See Ship to Information for Instructions						
17	Palm microphone	W22	New	Give	See Ship to Information for Instructions						
17	Dual Control Head	W800	New	Give	See Ship to Information for Instructions						
17	Dual Control head Cable-75ft	G104	New	Give	See Ship to Information for Instructions						
17	Dual Head Control Speaker	G831	New	Give	See Ship to Information for Instructions						
17	Dual Control Head Microphone	G833	New	Give	See Ship to Information for Instructions						
14	XTL5000 Mobile	Smartnet	New	Give	See Ship to Information for Instructions						
14	Analog Operation	G241	New	Give	See Ship to Information for Instructions						
14	Smartnet Operation	Smartnet G50	New	Give	See Ship to Information for Instructions						
14	Antenna	G335	New	Give	See Ship to Information for Instructions						
14	Motorcycle Control Head-05	G442	New	Give	See Ship to Information for Instructions						
14	Control head Software-05	G444	New	Give	See Ship to Information for Instructions						
14	Motorcycle Control Head Software	G138	New	Give	See Ship to Information for Instructions						

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Equipment in Deal CONTINUED							
Quantity	Description	Model	New/Used	Loan/Give	Shipping Terms	Return Terms	Notes/Special Conditions
14	Enhanced ID Display	G114	New	Give	See Ship to Information for Instructions		
14	Motorcycle Mounting	G67MTCL	New	Give	See Ship to Information for Instructions		
14	Loud Speaker-7.5 watts	B18CM	New	Give	See Ship to Information for Instructions		
14	Palm microphone-Motorcycle	W22AT	New	Give	See Ship to Information for Instructions		
14	No Motorcycle Enclosure Needed	W620	New	Give	See Ship to Information for Instructions		
30	Programming software	RVN4185	New	Give	See Ship to Information for Instructions		
1193	Flashkits	Flashkits	New	Give	See Ship to Information for Instructions		



COUNCIL AGENDA BACKGROUND

PRESENTER:

- a) Wendy Hartnett, Special Events Coordinator
- b) Leigh Morgan, Deputy Director Parks & Recreation

ITEM:

City Manager/Staff Reports:

- a) Present report on the 2010 City of Bedford Blues & BBQ Festival.
- b) Present report on the FY 09/10 aquatics season.

DISCUSSION:

N/A

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

N/A