

# AGENDA

**Regular Meeting of the Bedford City Council  
Tuesday, August 23, 2011  
2000 Forest Ridge Drive  
Bedford, Texas 76021**

**Council Chambers Work Session 6:00 p.m.  
Council Chambers Regular Session 6:30 p.m.**

**COMPLETE COUNCIL AGENDAS AND BACKGROUND INFORMATION ARE AVAILABLE FOR REVIEW  
ONLINE AT <http://www.bedfordtx.gov>**

## CALL TO ORDER

## WORK SESSION

- Review and discuss items on the regular agenda and consider placing items for approval by consent.
- Discussion and possible Council direction regarding the impact of S.B. 100 on Municipal Elections.

## 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:

- Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – The Oaks of Landera Apartments.

## REGULAR SESSION 6:30 P.M.

## CALL TO ORDER/GENERAL COMMENTS

**INVOCATION (Interim Pastor Jared Bryant, Harwood Terrace Baptist 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. Proclamation recognizing the month of September 2011 as “Be Bedford Prepared Month” in the City of Bedford.
2. Employee Service Recognition.

## **PERSONS TO BE HEARD**

3. The following individuals have requested to speak to the Council tonight under Persons to be Heard:
  - Melissa Rowles, 920 Springdale Road, Bedford, TX 76021 - Requested to speak to the Council regarding the sidewalk project.

## **APPROVAL OF THE MINUTES**

4. Consider approval of the following City Council minutes:
  - a) August 5, 2011 work session
  - b) August 9, 2011 regular meeting

## **NEW BUSINESS**

5. Public Hearing to consider the proposed 2011 tax rate.
6. Public hearing on the annual budget for the City of Bedford, Texas for the fiscal period of October 1, 2011 through September 30, 2012; levying taxes for 2011.
7. Public hearing and consider and act upon an ordinance to rezone property known as Lot 2R-1, Block 1, Harwood Hills Village Addition, Bedford, Texas from Heavy Commercial to Heavy Commercial/ Specific Use Permit/Motorcycle and Motor Scooter Sales/Service. The property is generally located east of Martin Drive and south of Harwood Road. (Z-209)
8. Public hearing and consider and act upon an ordinance to amend the zoning of properties known as Tract 7G, Abstract 860, William H. Jasper Survey, and Lot 3R, Block 1, Crossroad East Addition, Bedford, Texas to Amended Light Commercial/ Specific Use Permit/Community Garden. The property is generally located west of Industrial Boulevard and north of State Highway 183. (Z-210)
9. Consider a resolution authorizing the City Manager to enter into a Lease Agreement with Planet Kidz for the purpose of holding the Bedford Saturday Night Program at the Boys Ranch Activity Center.
10. Consider a resolution authorizing the City Manager to enter into a one-year agreement between the City of Bedford, Texas and Motorola Solutions, Inc. in the amount of \$276,963.96 for support and maintenance of the trunk radio infrastructure and for the trunk radio system manager.
11. Consider a resolution authorizing the City Manager to enter into a contract with the Hurst-Eules-Bedford Independent School District to provide two School Resource Officers for school year 2011/12, in the amount of \$139,390, paid for by the District.
12. Consider a resolution authorizing the City Manager to enter into an amendment to the Interlocal Agreement with the cities of Eules, Grapevine, Hurst, Haltom City, Keller and North Richland Hills for the Northeast Transportation Services Urban Transit District (NETSUTD); authorizing the Fort Worth Transportation Authority to act as the direct grant recipient for the Northeast Transportation Services Urban Transit District with regard to Federal and State funding; and declaring an effective date.
13. Report on most recent meeting of the following Boards and Commissions:
  - ✓ Animal Control Board- Councilman Griffin
  - ✓ Animal Shelter Advisory Board- Councilman Griffin
  - ✓ Beautification Commission- Councilman Turner
  - ✓ Community Affairs Commission- Councilman Fisher

- ✓ **Library Board- Councilman Brown**
- ✓ **Parks & Recreation Board- Councilman Griffin**
- ✓ **Senior Citizen Advisory Board- Councilman Savage**
- ✓ **Teen Court Advisory Board- Councilman Griffin**

**14. Council member reports**

- ✓ **Mayor Story**
  - a) **Report on Tarrant County Mayors Council meeting of August 1.**
  - b) **Report on the Summer Reading Awards Program at the Library on August 6.**
  - c) **Report on Emergency Management Training.**

**15. City Manager report**

**16. 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, August 19, 2011 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

\_\_\_\_\_  
**Megan Jakubik, Assistant 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

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## PRESENTER:

Michael Wells, City Secretary

## ITEM:

Discussion and possible Council direction regarding the impact of S.B. 100 on Municipal Elections.

## DISCUSSION:

As Council has been made aware of in recent City Manager Updates and Work Session discussions, with the recent passage of S.B. 100, the main impact to the City is that Tarrant County Elections is no longer required to contract with municipalities for elections held in even-numbered years. The purpose of this discussion is to update Council on the current information regarding options available to the City going forward and receive Council's input regarding these options.

## RECENT UPDATE:

Tarrant County has recently announced that compromises may be possible to allow the Elections Administrator to continue providing election services during May 2012. The Commissioner's Court was briefed on August 16, 2011 regarding the options available. Here is a summary of the options from that meeting:

- Each political party agrees to a joint run-off, reducing their equipment needs and having enough equipment for the municipal and school district elections.
- Municipalities and School Districts change their election date to November or May of odd-numbered years.
- Municipalities and School Districts run their own elections.
- Municipalities and School Districts purchase and store the equipment, but the County Elections Administrator continue providing election services.
- The County Commissioners utilize a provision of the law that allows them to provide only the statutory minimum of election equipment to the political parties for their run-offs.

In the briefing, it was acknowledged that additional costs would be borne by the taxpayers for the second, third and fourth option presented. It was estimated that the fourth option would require approximately \$5 million to purchase the necessary equipment and storage space countywide. The Commissioners would prefer to see the political parties agree to the compromise for joint run-offs.

After being briefed, Commissioner Fickes made a motion to provide to the political parties the equipment that is available, enough for approximately 250 sites. The motion was carried on a vote of 4-1.

When the City Secretary's office attended the County Elections Meeting on August 10, 2011, it was explained that this decision by the Commissioners would allow the County to continue contracting for election services. There will still most likely be increased expenses due to the additional staffing needs at the County to run both elections. Staff has not been advised at what the new estimate will be, but this is the most economical of the options that have previously been presented.

The County also outlined the expected conditions from municipalities and school districts if an agreement could be reached. The first was using County voting day election sites to

minimize voter confusion during the three consecutive elections (Primary, Municipal, and Primary Run-off). A recent email from Steve Raborn, Elections Administrator, indicated that there would be seven polling locations in Bedford. Second, only County early voting sites would be used. As you may recall, Bedford does not currently have a regular County early voting site. Mr. Raborn has recently contacted staff and indicated Bedford could be gaining a site. Third, Elections staff may need to deliver equipment on a weekend. Finally, early voting equipment could be on-site beginning mid-April and remaining there until mid-June.

Another meeting has been scheduled with Tarrant County and all affected entities on Wednesday, August 24, 2011 at 3:00 p.m. Staff is hopeful this meeting will answer additional questions about the elections process and a chance to discuss the County requirements for this compromise.

**RECOMMENDATION:**

N/A

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

N/A



# Council Agenda Background

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## PRESENTER:

Mayor Jim Story

## ITEM:

Proclamation recognizing the month of September 2011 as “Be Bedford Prepared Month” in the City of Bedford.

## DISCUSSION:

National Preparedness Month (NPM) is a nationwide effort held each September to encourage Americans to prepare for emergencies in their homes, businesses and schools. The goal of NPM is to increase public awareness about the importance of preparing for emergencies and to encourage individuals to take action. During September, the U.S. Department of Homeland Security, the American Red Cross and the National Preparedness Month Coalition Members will ask all Americans to take some simple steps to prepare for emergencies, including getting an emergency supply kit, making a family emergency plan, being informed about different threats and getting involved in preparing their communities.

National Preparedness Month 2011 will focus on changing perceptions about emergency preparedness and will help Americans understand what it truly means to be ready. NPM will emphasize how preparedness goes beyond fire alarms, smoke detectors, dead-bolt locks and extra food in the pantry and help communicate important preparedness messages to Bedford families, citizens, and businesses with a series of customizable materials.

The Bedford Office of Emergency Management will be working with partner agencies including the cities of northeast Tarrant County, Tarrant County Emergency Management, American Red Cross, in addition to volunteer citizen groups such as the Bedford Citizens Corps Council and Community Emergency Response Teams (CERT), the Bedford Amateur Radio Club (BARC), the alumni of the Citizens Fire Academy and Citizens Police Academy, and the newly formed Emergency Operations Center Call Taker Response Team to promote “Be Bedford Prepared” in awareness of the National Preparedness Month campaign in the City of Bedford and the community. The City of Bedford, CERT, and BARC are registered members of the 2011 National Preparedness Month Coalition.

Fire Chief James Tindell will be accepting this proclamation.

## RECOMMENDATION:

N/A

## FISCAL IMPACT:

N/A

## ATTACHMENTS:

Proclamation



CITY OF  
**BEDFORD**

# Proclamation

*WHEREAS, "National Preparedness Month" creates an important opportunity for every resident of Bedford to prepare their homes, businesses and communities for any type of emergency from natural disasters to potential terrorist attacks; and*

*WHEREAS, investing in the preparedness of ourselves, our families, businesses and communities can reduce fatalities and economic devastation in our communities and in our nation; and*

*WHEREAS, the City of Bedford, in association with the Bedford Citizens Corp Council, the Bedford Community Emergency Response Teams (CERT), the Bedford Citizens' Fire Academy Alumni Association, the Bedford Amateur Radio Club, and the EOC Call Taker Response Team are working together to increase public awareness in preparing for emergencies and to educate individuals on how to take action; and*

*WHEREAS, emergency preparedness is the responsibility of every citizen of Bedford and all citizens are urged to make preparedness a priority and work together, as a team, to ensure that individuals, families and communities are prepared for disasters and emergencies of any type.*

*NOW, THEREFORE, let it be known that I, Jim Story, Mayor of the City of Bedford, and the City Council do hereby proclaim September 2011 as:*

## **Be Bedford Prepared Month**

*and I encourage all citizens and businesses to develop their own emergency preparedness plan, and work together toward creating a more prepared society.*

*In witness whereof, I have hereunto set my hand and  
caused the seal of the City of Bedford to be affixed this  
23rd day of August, 2011.*

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JIM STORY MAYOR  




# Council Agenda Background

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## PRESENTER:

Beverly Griffith, City Manager

## ITEM:

Employee Service Recognition

## DISCUSSION:

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

- |                     |         |                    |
|---------------------|---------|--------------------|
| • John Kubala       | 5 yrs.  | Public Works       |
| • Jonathan Ferguson | 5 yrs.  | Fire Department    |
| • Margaret Kiss     | 5 yrs.  | Community Services |
| • Gary Clopton      | 10 yrs. | Support Services   |
| • Joseph Sisco      | 15 yrs. | Community Services |
| • Randy Gardner     | 35 yrs. | Police Department  |

## RECOMMENDATION:

N/A

## FISCAL IMPACT:

N/A

## ATTACHMENTS:

N/A



# Council Agenda Background

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## PRESENTER AND ITEM:

- Melissa Rowles, 920 Springdale Road, Bedford, TX 76021 – Requested to speak to the Council regarding the sidewalk project.

## DISCUSSION:

N/A

## RECOMMENDATION:

N/A

## FISCAL IMPACT:

N/A

## ATTACHMENTS:

Letters of Request

## Jakubik, Megan

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**From:** Fisher, Roger  
**Sent:** Wednesday, August 17, 2011 11:57 AM  
**To:** Wells, Michael; Jakubik, Megan; Griffith, Beverly  
**Subject:** Fwd: Disgruntled Patron Part 2

Begin forwarded message:

**From:** Melissa Rowles  
**Date:** August 17, 2011 11:24:00 AM CDT  
**To:** "Fisher, Roger" <[Roger.Fisher@bedfordtx.gov](mailto:Roger.Fisher@bedfordtx.gov)>  
**Cc:**  
**Subject:** RE: Disgruntled Patron Part 2

Mr. Fisher,

I appreciate your email response and speaking with on the telephone. I would like to be placed on the agenda for next week's Council meeting to discuss the sidewalk project. Could you please forward this to the appropriate person?

Thank you,

Melissa Rowles, RN, BSN, CPN

Practice Administrator

Children's Medical Center Dallas

Ophthalmology & Special Procedures

214-456-5653



*To empower employees to provide positive experiences through each interaction with patients, physicians and peers.*



# Council Agenda Background

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**PRESENTER:**

Michael Wells, City Secretary

**ITEM:**

Consider approval of the following City Council minutes:

- a) August 5, 2011 work session
- b) August 9, 2011 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 9:00 a.m. in the Law Enforcement Training Room, 2121 L. Don Dodson, Bedford, on the 5th day of August, 2011, with the following members present:

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

constituting a quorum.

Staff present included:

Beverly Griffith	City Manager
David Miller	Deputy City Manager
Michael Wells	City Secretary
Cliff Blackwell	Director of Administrative Services
Bill Cooper	Information Services Director
Roger Gibson	Police Chief
John Kubala	Director of Public Works
Jill McAdams	Director of Human Resources
Mirenda McQuagge-Walden	Managing Director of Community Services
Maria Redburn	Library Manager
Bill Syblon	Development Director
James Tindell	Fire Chief

### **CALL TO ORDER/GENERAL COMMENTS**

Mayor Story called the Work Session to order at 9:02 a.m.

### **WORK SESSION**

#### **1. Receive and discuss FY 2011-2012 budget overview.**

City Manager Beverly Griffith introduced Paula McPartlin, the City's new Budget Analyst and Roger Gibson, who was recently promoted to Police Chief.

Ms. Griffith stated that this is an opportunity to share the results of thousands of hours of deliberations, work, and data compilation. The theme of the budget is twofold: to be mindful of the need to maintain fees and a low tax rate, while at the same time avoiding short term gains at the expense of the long term picture of the community. There is a strong emphasis on maintaining infrastructure and buildings. She asked that the Council bear in mind the long term challenges facing the City. She believes that there will be several more years of an economy that is not exactly thriving. One of the strategic goals of the Council is to increase economic development and staff has some plans to address that.

Administrative Services Director Cliff Blackwell gave an overview of the budget. The budget is an important piece of what we are trying to accomplish for the City. When this process began back in March, there was a deficit of approximately \$600,000. The departments went back and reevaluated their budgets and came up with a plan to dwindle down the gap. The budget is a response to the City Council's goals, mission statement and critical focus areas.

Financial highlights include a total proposed base budget of \$56,516,140 and total supplemental requests in the amount of \$465,895. The original requested supplementals totaled over \$3M. The total proposed budget, with the requested supplemental, is \$56,982,035. Mr. Blackwell then presented highlights regarding revenues as follows: General Fund at \$26,823,070 (45% of the total revenue sources), Tourism Fund at \$1,084,950 (2%), Water Sewer Fund at \$19,405,430 (33%), Stormwater Fund at \$1,305,000 (2%), Debt Service Fund at \$6,959,180 (12%), SIEDC at \$2,312,500 (4%), and Other Funds at \$1,160,550 (2%). The total proposed revenue budget is \$59,050,679.

The total budget for FY2011 was \$58,080,366, compared to a proposed budget for FY2012 of \$56,982,035, for a decrease of \$1,098,331 or 1.89%.

Expenditure highlights, including supplemental, are as follows: General Fund at \$26,822,951, Tourism at \$873,519, Water/Sewer Fund at \$18,455,769, Storm Water Fund at \$1,400,735, Debt Service Fund at \$6,638,879, SIEDC at \$2,076,310 and other Funds at \$713,872 for a total of \$56,982,035.

Supplemental requests include: \$137,889 in Capital Outlay, \$20,000 in Personnel, \$71,193 in Supplies, \$38,998 in Maintenance, \$47,360 in Programs and \$189,265 in Other.

Expenditures by Function include: Public Services at \$19,141,846 (33% of total expenditures), Police at \$10,811,124 (19%), Debt Service at \$6,638,879 (12%), Fire at \$6,210,653 (11%), Community Services at \$4,677,771 (8%), Administrative Services at \$6,059,135 (11%), Support Services at \$1,660,081 (3%), Development at \$1,167,379 (2%) and General Government at \$718,677 (1%). Facility Management has been moved under Support Services and the Budget/Risk Manager was broken out to Risk Manager/Contracts and moved under Support Services as well.

In regards to where the funds come from, it was broken down to include: Property Tax at \$14,427,112, Sales Tax at \$9,200,000, Other Taxes at \$934,100, Franchises at \$3,237,000, Operation Transfers at \$4,221,931, Water Service at \$12,707,685, Sewer Service at \$6,000,000, Charges for Service at \$3,722,250, Fines at \$2,311,250, Miscellaneous at \$769,374, Licenses and Permits at \$594,350, Other Government at \$841,628, and Interest at \$84,000 for a total of \$59,050,679.

The 2010 tax rate is \$0.491609. The 2011 effective tax rate, which is the tax rate that will generate the same amount of revenues as the previous year from the same properties on the tax rolls in both years, is calculated to be at \$0.494387. The rollback rate, which only focuses on the maintenance and operations (M&O) part of the rate, is calculated at \$0.536469. The proposed tax rate is \$0.504329. The proposed M&O portion of the overall tax rate for 2011 is \$0.311257 compared to \$0.309075 in 2010 for an increase of \$0.002182 or 0.7%. The proposed debt rate portion of the overall tax rate is \$0.193072 compared to \$0.182534 in 2010 for an increase of \$0.010538 or 5.8%.

The average residential valuations have fluctuated over the past couple of years. The average net taxable value has increased this year to \$145,765. With the effective tax rate, the average tax bill would be \$768 and with the proposed tax rate, the average tax bill would be \$787, or an increase of \$19.

The tax rate history shows an increase in the tax rate since 2002. This increase takes into account declines in other tax categories, as well as in property valuation.

A comparison of the history of sales tax over the previous five years showed that this year, sales tax was up in October and November but has been below average every month since. Mr. Blackwell stated that looking forward to next year, he believes this decline is going to lay flat. In regards to what is driving this decline, the

brick and mortar businesses are holding steady, but those businesses that do not have a physical presence in the City, such as utilities and telephone companies, have seen a decrease. The expected losses from the S.H. 183 expansion are estimated to be approximately \$600,000 from both the loss in sales tax and property values.

The total overlapping tax rate for 2011 is \$2.409335 and includes the following: 54% from HEB ISD, 20% from the City, 11% from the County, 9% from the hospital district and 6% from Tarrant County College. These figures are based on the entities' current tax rates.

A comparison of proposed FY2012 tax rates show that all cities in the area are not changing their rates, except for Grapevine, which is proposing a decrease. Council requested a comparison showing what the average tax bills for these cities would be compared to Bedford.

A comparison of the Consumer Price Index (CPI) and the Municipal Cost Index (MCI) show that costs are still increasing, even while there is a decline in revenue. The overall average increase for the CPI over the last five years is 2.39%, compared to an average increase of 3.03% for the MCI.

In regards to the Water and Sewer Fund, most of the revenue comes from water and sewer charges and interest for a total of \$19,405,430. It is hoped that, with the hot weather and lack of rain, this will be a strong year in order for the City to build up capital. The funds are used to pay the Trinity River Authority for water and wastewater services, transfers and debt, accounting, risk management and engineering for a total of \$18,455,769. The goal is to add \$1M a year to the City's working capital. The key issues for the water and sewer fund rates is to adequately recover operations and maintenance expenditures, provide for debt service covenants, provide for renewal and replacement costs, and to provide adequate working capital.

The total debt service requirements are \$6,959,180. The sources of revenue for the debt service payments include property taxes at \$5,526,251, the 4B sales tax at \$1,375,300, payments from NEFDA at \$37,629 and interest earnings at \$20,000.

Council discussed options for holding the tax rate to the effective rate. Options discussed included rearranging the schedules for the City's pools and adding more classes during the week, retiree benefits, staffing levels and cleaning services for the Library.

Council discussed the lists of both funded and unfunded supplementals. Items that can be removed from the unfunded side include the New World System for the Police Department, which will come from the base budget this year, Facilities Maintenance security access control because it is a project that needs to be done immediately, a CID detective/sergeant which was accomplished by freezing a couple of Police Department positions, which allowed funding to be shifted, and the receipt of a grant to purchase a vehicle, a gas detector for the Public Works Department, and vehicles for the Municipal and Teen Courts through changing out some existing vehicles. Of the funded supplementals, only \$132,000 comes from the General Fund.

Police Chief Roger Gibson presented information regarding his department. He looked at long term goals, as opposed to anything immediate, and tried to be responsive to the needs of the entire City. Positions have been switched around to accomplish this goal. Three police officer positions have been frozen and one public safety officer (PSO) position has been eliminated. One PSO position is being reclassified as a crime analyst. The remaining four PSOs have been moved under the Records Division. There is also the formation of another detective/sergeant position. The Records Division, including the PSOs, has been moved under Administrative Manager Kelli Agan. The two deputy chief positions will now be better utilized in managing divisions that are more in-line with the recommended expansion of control.

Chief Gibson discussed the New World System program. This new program runs off of the Microsoft platform and is more efficient and effective than what is currently in place. For example, it can automatically redact information from open records requests. They were able to take grant money from dispatch and move it to the Emergency Operations Center (EOC) with this new program in mind. Currently, during an emergency in the EOC, somebody is up on the whiteboard writing information down and it can get very chaotic. With the grant money, it allowed them to upgrade to a large screen monitor, a smart board display, 27-inch computer

monitors and two additional call taker stations. The New World program allows them to utilize and integrate information that is received during an emergency. It also has a user friendly crime mapping program, which puts the department in the long term position to better utilize resources. The program also decreases the time to train personnel because it is much easier to for personnel to be trained on it. The program was funded this year by using the placeholder built into the Police Department budget each year for vehicles. The new program will utilize the current hardware, but there will be a new server added. The estimated time for implementation is nine months. The pricing is available through the end of October.

Library Manager Maria Redburn presented information on the new Library and the benefits from 30 hours of shelving. She stated that the goal for the new Library was to be state-of-the-art, energy efficient with a wow factor and she believes that goal has been accomplished. She presented a comparison of the energy consumption of the old building compared to the new building. A lot of money was spent up front to see long term benefits. In terms of the 30-hour shelving, it takes approximately one hour to shelve 150 books, so for 30 hours, 1,560 books are put back on the shelf. This will increase customer service, staff visibility on the floor, and security. Mr. Blackwell stated that the \$20,000 supplemental will achieve the 30-hours of shelving. Ms. Redburn paid tribute to Luann Griffith, a long time Library and Teen Court employee, who recently passed away.

**2. Discuss potential utility rate changes.**

This item was not discussed during the Work Session.

**3. Review and discuss Capital Improvements Program (CIP).**

Mr. Blackwell gave a brief overview of the Capital Improvement Projects approved for 2012 during his original presentation. He also presented a handout showing the Five Year Capital Improvement Program.

**4. Discuss wrap-up of any other budget related items.**

Human Resources Director Jill McAdams spoke briefly regarding employee health insurance. She stated that unplugging the employees' health savings accounts from the insurance company will offset increases in insurance. A more thorough presentation will be made at the regular Council meeting on August 9.

In answers to questions from Council, Mr. Blackwell stated that the property tax collection rate is projected to be at 99% and is included in the budget. In regards to the collection efforts from MVBA for outstanding warrants from the Municipal Court, in FY2011, the City sent them \$832,000 worth of cases and collected \$201,000. Another \$353,000 worth of cases were cancelled or recalled for a resolution rate of 63%. The contract went into effect in February of 2010. The company is paid 30% of what is collected.

Council discussed ideas on increasing revenue, including using a collection agency to go after delinquent hotel/motel occupancy taxes. There was also discussion regarding not voting on the issuance of bonds right before voting on the budget.

**ADJOURNMENT**

Mayor Story adjourned the meeting at 1:23 p.m.

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Jim Story, Mayor

ATTEST:

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Michael Wells, City Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 5:30 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 9th day of August, 2011 with the following members present:

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

constituting a quorum.

Councilman Turner was absent from tonight's meeting.

Staff present included:

Beverly Griffith	City Manager
David Miller	Deputy City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Cliff Blackwell	Director of Administrative Services
Bill Cooper	Information Services Director
Roger Gibson	Police Chief
John Kubala	Public Works Director
Mirenda McQuagge-Walden	Managing Director of Community Services
Bill Syblon	Development Director
James Tindell	Fire Chief

### **CALL TO ORDER**

Mayor Story called the Work Session to order at 5:30 p.m.

### **WORK SESSION**

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

Council discussed placing the following items on consent: 1, 3, 4, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19 and 20, with a change on Item #10 to increase the authorized amount to \$38,940.

- **Presentation regarding the current drought conditions and raw water supply for the area served by the Tarrant Regional Water District (TRWD) and the budget implications.**

Public Works Director John Kubala and Linda Christie, the Community and Government Relations Director for the Tarrant Regional Water District (TRWD) presented information on the current drought conditions and its budget implications. Ms. Christie stated that their drought plan was reviewed in conjunction with their customer cities back in 2007. Hydrological models were run and new triggers were created in order to expand the existing water supply during droughts. Mark Olson, also of TRWD, presented a map of their service area. It extends throughout the western portion of North Central Texas and contains parts of 11 counties. The TRWD gets its water supplies from four reservoirs. Last year,

they provided 107 billion gallons to 1.8 million customers. 98% of the residents in Tarrant county are served by TRWD. Of the four reservoirs, 82% of their water is supplied from the East Texas Reservoirs. Mr. Olson stated that as of Monday, the combined storage capacity of the reservoirs was at 78%. Texas is experiencing the worst one-year drought in the state's history. On July 19, the state was considered abnormally dry. On July 29, it was considered moderately dry and by August 2, it was considered to be in a severe drought. Three months ago, 17% of the state was in an exceptional drought; currently, that number has risen to 78%. Water sheds have been in extreme or exceptional drought for the past month.

In regards to water conservation, there is not as much water use as there has been in the past, which prolongs the ability to avoid moving into the first state of the drought plan. There have been substantial effects from conservation efforts over the past four or five years, including 10 billion gallons saved in 2007.

As mentioned previously, the drought plan was revised in 2007 and further updated in 2009 to be more proactive in eliminating water waste and to extend supply. The voluntary stage has been eliminated and the trigger levels have been revised. The stages are triggered when the following combined storage levels have been reached: 75% for Stage 1, 60% for Stage 2 and 45% for Stage 3. The probability of reaching Stage 1 is once every five years, for Stage 2, once every 25 years, and for Stage 3, once every 300 years. The provisions for the stages target outdoor water usage. In Stage 1, users are limited to twice a week watering; in Stage 2, it is once a week watering; and in Stage 3, outside watering is prohibited. Other mandatory measures in Stage 1 include limiting landscape watering, prohibiting the hosing of sidewalks and driveways, and prohibiting watering between 10:00 a.m. and 6:00 p.m.

TRWD will notify the public of these provisions through local media as well as by e-mail, phone or fax. They will ask customers to look internally to limit water usage. They have a new advertising campaign centered on the "Lawn Whisperer" who teaches about water efficiency and outdoor water usage. They will also promote a watering schedule. The reason for this presentation was to prepare everybody for going into Stage 1, which TRWD anticipates happening in late August or early September. In answer to questions from Council, it was explained that TRWD sells about 1% of its water for fracking in the Barnett Shale. There are no plans on curtailing industrial or commercial usages of water until Stage 3.

- **Presentation regarding the staff and Employee Insurance Committee recommendations for FY 11/12 for employee Vision, Dental and Health insurance and a recommendation to unplug Health Savings Accounts (HSAs) from the insurance carrier. Also, present an update on the Employee Health and Wellness Clinic operated by the Kaner Medical Group.**

Human Resources Director Jill McAdams presented information regarding employee health, dental and vision insurance. Ms. McAdams gave an overview of the Employee Health Clinic. She states that it continues to be the City's flagship benefit. The clinic was opened in October of 2009 and it has been a very highly utilized benefit. Since the opening of the clinic, there have been a total of 1,579 office visits, which did not hit the City's insurance plan. A recent satisfaction survey shows that the employees really like the clinic.

There has been a net decrease in insurance premiums since the City switched to a high deductible health plan in 2006. There was a slight increase in premiums this year. In regards to medical plan trends, there has been a reduction in primary care visits, which has helped to offset the high claims. The utilization of generic prescriptions is very strong. 81.6% of the whole prescription plan utilization is on generics, and of that, 75.2% is for preventative medications. This year, there have been 14 high claims which are the highest that has ever been seen in the plan. Each of these claims has exceeded \$25,000 and account for 58% of insurance dollars spent. Four in particular have exceeded \$100,000 or 39% of claims spent. There has been a recent decline in high claim activity. Finally, 17 employees met their deductibles this year.

In regards to the renewal of the medical insurance, there is only a 1% increase over the current plan or \$21,984. Included in the renewal is a \$10,000 Wellness Fund from Cigna. Cigna is also adding a wellness coordinator to fine tune the City's wellness programming. There are some minor changes in the plan to defray costs. The out-of-network benefit drops from 60% to 50% which will only affect about 3% of the employees. Also, there is a step therapy process for prescriptions which mandates that, for certain

classes of drugs, doctors have to prescribe generics before moving up to formulary. This will only affect 17 employees.

The dental plan saw high usage, with claims at approximately 95% of premium. It was decided to move to Cigna because savings were offered in the medical insurance plan if they were bundled together. There will be an increase of 11% with the Cigna bid compared with 17% with the current carrier, Met Life. This increase will be absorbed by the employees.

This year, employees will be offered a vision benefit. This will be a supplemental benefit with premiums to be paid by the employees.

Finally, in regards to FSA/HSA banking services, it was decided to unplug employees' accounts from Chase and Cigna and move them to Optum, which only works with HSAs and FSAs. This will lead to increased saving, which can be used to offset the increase in medical insurance premiums and, in the event of changing health insurance carriers in the future, there will be no need to change banks.

Mayor Story adjourned the Work Session at 6:26 p.m.

### **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:**

- **Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – The Oaks of Landera Apartments.**

Executive Session was not held at tonight's meeting.

### **REGULAR SESSION 6:30 P.M.**

The Regular Session began at 6:33 p.m.

### **CALL TO ORDER/GENERAL COMMENTS**

Mayor Story called the meeting to order.

### **INVOCATION (Reverend Ted McIlvain, Martin Methodist Church)**

Reverend Ted McIlvain of Martin Methodist 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 Savage, to approve the following items by consent: 1, 3, 4, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19 and 20 with increasing the purchase on Item #10 to \$38,940.

Motion approved 6-0-0. Mayor Story declared the motion carried.

### **APPROVAL OF THE MINUTES**

1. **Consider approval of the following City Council minutes:**
  - a) **July 26, 2011 regular meeting**

This item was approved by consent.

### **OLD BUSINESS**

2. **Consider a resolution authorizing the City Manager to enter into Change Order #1 with Ziegler Construction, Inc., relocating the Spring Valley Drive Sidewalk & Handicap Ramps Improvements from Spring Valley Drive to Shady Brook Drive.**

Public Works Director John Kubala presented information regarding this resolution. Staff is proposing to move the sidewalk improvements from Spring Valley Drive to Shady Brook Drive. Three of the six residents on Shady Brook Drive who would be affected by the project, were in favor of the sidewalk; however, staff has not been able to contact the other three residents. Mr. Kubala would recommend that if Council does not want to build on Shady Brook, to move the project to Cummings Drive.

Motioned by Councilman Fisher, seconded by Councilman Brown, to approve a resolution authorizing the City Manager to enter into Change Order #1 with Ziegler Construction, Inc., relocating the Spring Valley Drive Sidewalk & Handicap Ramps Improvements from Spring Valley Drive to Shady Brook Drive with the exception that it is a four foot sidewalk with a grass median.

Motion approved 6-0-0. Mayor Story declared the motion carried.

### **NEW BUSINESS**

3. **Receive the 2011 Certified Ad Valorem Tax Roll from the Tarrant Appraisal District.**

This item is for informational purposes only. No Council action is necessary.

4. **Receive the certified anticipated collection rate from the Tarrant County Tax Assessor-Collector for the City of Bedford.**

This item is for informational purposes only. No Council action is necessary.

5. **Consider a proposed tax rate and set two public hearings on the proposed tax rate.**

This item is to consider the maximum tax rate that will be considered by Council during public hearings scheduled for August 23, 2011 and August 30, 2011. The tax rate will be approved at the Council meeting scheduled for September 13, 2011. Council discussed the proposed tax rate, as well as means for reducing costs and increasing revenues.

Motioned by Councilman Champney, seconded by Councilman Griffin to establish the maximum tax rate at \$0.504329 per \$100 assessed valuation, and for public hearings to be set for August 23, 2011 and August 30, 2011 with a final decision being made on September 13, 2011 on the tax rate.

Motion approved 6-0-0. Mayor Story declared the motion carried.

6. **Call a public hearing on the proposed FY2011-2012 budget to be held on August 23, 2011 at 6:30 p.m.**

This item was approved by consent.

7. **Consider an ordinance of the City of Bedford, Texas amending Chapter 58 of the Code of the City of Bedford "International Fire Code" by deleting Sections 58-97 and 58-99 and adding new Sections 58-97 and 58-99 through 58-104 thereby adopting the International Fire Code, 2009 edition, and providing certain amendments and deletions thereto.**

This item was approved by consent.

- 8. Consider an ordinance of the City Council of the City of Bedford, Texas, ("City") approving a negotiated resolution between the Atmos Cities Steering Committee ("ACSC" or "Steering Committee") and Atmos Energy Corp., Mid-tex Division ("Atmos Mid-tex" or "Company") regarding the Company's fourth annual rate review mechanism ("RRM") filing in all cities exercising original jurisdiction; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement and finding the rates to be set by the attached tariffs to be just and reasonable; requiring the company to reimburse Cities' reasonable ratemaking expenses.**

This item was approved by consent.

- 9. Consider a resolution authorizing the purchase of a replacement dump truck in the amount of \$36,674 through the State of Texas Buy Board Purchasing Program.**

This item was approved by consent.

- 10. Consider a resolution authorizing the purchase of a replacement wood chipper in the amount of \$29,322 through the State of Texas Buy Board Purchasing Program.**

This item was approved by consent with the purchase amount being increased to \$38,940.

- 11. Consider a resolution authorizing the City Manager to purchase portable trunked radios from Motorola Solutions, Inc. in the amount of \$689,503.47.**

Fire Chief James Tindell presented information regarding this resolution. Staff has determined the need to replace the current portable radios, which were purchased in 1994 and are not being manufactured or supported anymore. The new radios will be compliant with FCC Project 25. 209 radios will be issued to the Police and Fire Departments, as well as other City departments. The new radios will be online within 45 to 90 days. They come with a one-year warranty and a maintenance agreement will be signed next year.

Motioned by Councilman Fisher, seconded by Councilman Griffin, to approve a resolution authorizing the City Manager to purchase portable trunked radios from Motorola Solutions, Inc. in the amount of \$689,503.47.

Motion approved 6-0-0. Mayor Story declared the motion carried.

- 12. Consider a resolution authorizing the City Manager to enter into a contractual agreement for employee health insurance benefits with CIGNA.**

This item was approved by consent.

- 13. Consider a resolution authorizing the City Manager to enter into a contractual agreement for employee dental insurance benefits with CIGNA.**

This item was approved by consent.

- 14. Consider a resolution authorizing the City Manager to enter into a contractual agreement with Davis Vision to provide supplemental vision insurance to employees as a voluntary benefit.**

This item was approved by consent.

- 15. Consider a resolution approving the City of Bedford's Section 125 Plan that allows employees to make contributions for insurance premiums and Health Savings Accounts (HSA) on a pre-**

**tax basis as allowable under the Internal Revenue Service (IRS) Code Section 125.**

This item was approved by consent.

- 16. Consider a resolution authorizing the City Manager to enter into a contractual agreement with Optum Health Financial Services to provide Health Savings Account (HSA) banking services for employee accounts.**

This item was approved by consent.

- 17. Consider a resolution authorizing the City Manager to enter into a contract with the Trinity River Authority of Texas (TRA) to perform water and wastewater analytical services and to conduct industrial inspection and sampling services for an amount not to exceed \$12,000 per year.**

This item was approved by consent.

- 18. Consider a resolution to accept bids and authorize the City Manager to enter into a contract with Sweeping Services of Texas for the 2011-2013 Street Sweeping Program in the amount of \$60,597.**

This item was approved by consent.

- 19. Consider a resolution authorizing the City Manager to enter into a Professional Services Agreement with Gary Burton Engineering, Inc., in the amount of \$50,000, for the 19.1W Sanitary Sewer Renewal and Rehabilitation Project.**

This item was approved by consent.

- 20. Consider a resolution authorizing the Mayor to sign a Public Right-of-Way easement for Brown Trail from property conveyed to the City of Bedford by deed, as recorded in Volume 4656, Page 972, Deed Records, Tarrant County, Texas.**

This item was approved by consent.

- 21. Report on most recent meeting of the following Boards and Commissions:**  
✓ **Animal Control Board- Councilman Griffin**

No report was given.

- ✓ **Animal Shelter Advisory Board- Councilman Griffin**

No report was given.

- ✓ **Beautification Commission- Councilman Turner**

No report was given.

- ✓ **Community Affairs Commission- Councilman Fisher**

Councilman Fisher stated that the Commission hosted a HOA roundtable meeting two weeks ago. The topic was conservation. The CERT program was present, with Rick Nash giving a presentation. The roundtable was attended by nine HOA representatives and they plan on holding these on a quarterly basis. Rebecca Barksdale commented positively on the Shop Bedford First program.

✓ **Library Board- Councilman Brown**

No report was given.

✓ **Parks & Recreation Board- Councilman Griffin**

No report was given.

✓ **Senior Citizen Advisory Board- Councilman Savage**

No report was given.

✓ **Teen Court Advisory Board- Councilman Griffin**

No report was given.

✓ **Investment Committee- Councilman Savage**

Councilman Savage stated that the Committee met on August 2. They reviewed the quarterly investment report and discussed current market conditions. They also discussed recent legislative changes and the revised investment policy, as well as approved broker dealers and investment training. The average yield continues to decline; the year-to-date average is 0.76% and this last quarter the total portfolio averaged 0.70%.

**22. Council member reports**

Mayor Story thanked the Council members who were able to attend the Tarrant County Mayor's Council meeting on August 1 to learn about the recent change in elections.

**23. City Manager report**

No report was given.

**24. 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 7:31 p.m.

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Jim Story, Mayor

ATTEST:

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Michael Wells, City Secretary



# Council Agenda Background

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## PRESENTER:

Clifford Blackwell, C.G.F.O., Director of Administrative Services

## ITEM:

Public Hearing to consider the proposed 2011 tax rate.

## DISCUSSION:

Per Section 26.05 (d) of the Tax Code, “the governing body of a taxing unit ... may not adopt a tax rate that exceeds the lower of the rollback tax rate [\$0.536469] or the effective tax rate [\$0.494387] calculated... until the governing body has held two public hearings on the proposed tax rate.” Both hearings must be publicized in the local newspaper and an Internet website (if owned) per the requirements set forth in sections 26.06 and 26.065.

The budget for the City of Bedford, as compiled by the City Manager, has been submitted to the City Council, and the effective tax rate for the City of Bedford has been published as required by the Tax Code. On August 9, 2011, the City Council voted on the maximum tax rate that could be considered to fund this recommended program of services for the fiscal year ending September 30, 2012. That maximum rate was established at \$0.504329 per \$100 assessed valuation.

## RECOMMENDATION:

Hold a public hearing to receive citizen comments on the proposed 2011 tax rate.  
No other action is required.

## FISCAL IMPACT:

N/A

## ATTACHMENTS:

Tax rate slide

# Effective Tax Rate Calculations

2010 Tax Rate	\$0.491609
2011 Effective Tax Rate	\$0.494387
2011 Rollback Rate	\$0.536469
<b>Proposed Tax Rate</b>	<b>\$0.504329</b>



# Council Agenda Background

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## PRESENTER:

Clifford Blackwell, C.G.F.O., Director of Administrative Services

## ITEM:

Public hearing on the annual budget for the City of Bedford, Texas for the fiscal period of October 1, 2011 through September 30, 2012; levying taxes for 2011.

## DISCUSSION:

Article IV-Section 4.06 of the City Charter states that “At the time advertised, the council shall hold a public hearing on the budget as submitted, at which all interested persons shall be given an opportunity to be heard for or against the estimates or any item therein. After the conclusion of the public hearing, the council may make such changes, if any, in the budget as in their judgment, the law warrants and the best interests of the taxpayers of the city demand. The budget, as amended, shall then be adopted by ordinance, which shall also fix the tax rate per one hundred dollars (\$100.00) of assessed value, which shall apply to the current tax year. The City Manager shall file a copy of the budget with the county clerk of Tarrant County.”

In accordance with the requirements in the City Charter, the budget for the City of Bedford, as compiled by the City Manager, has been submitted. On August 9, 2011 the City Council called for a public hearing to be held on August 23, 2011 to receive public comments on the budget.

Exhibit A to this agenda item reflects a summary of the budget as presented. An ad valorem tax rate of \$0.504329 per \$100 valuation is required to fund this budget as shown in the attachment. This tax rate will increase taxes for maintenance and operations on a \$100,000 home by approximately \$2.18 per year (see Exhibit B).

Upon conclusion of the public hearing, staff will be prepared to answer questions and provide additional information as needed.

## RECOMMENDATION:

Hold a public hearing to receive citizen comments on the proposed budget for FY2011-2012. No other action is required.

## FISCAL IMPACT:

N/A

## ATTACHMENTS:

Exhibit A: Summary of Revenue and Expenditures by Fund – 2011/2012 proposed budget  
Exhibit B: Calculation of maintenance and operations on \$100,000 home



# Exhibit A

## CITY OF BEDFORD SUMMARY OF REVENUE AND EXPENDITURES BY FUND FISCAL YEAR 2011-2012

FUND NAME	BEGINNING BALANCE	REVENUE			EXPENDITURE			ENDING BALANCE
		PROPOSED	SUPPLEMENTALS	REVENUE	PROPOSED	SUPPLEMENTALS	EXPENDITURES	
GENERAL FUND	\$ 5,583,143	\$ 26,823,070	\$ -	\$ 26,823,070	\$ 26,690,270	\$ 132,681	\$ 26,822,951	\$ 5,583,262
TOURISM FUND	(226,655)	1,084,950	-	1,084,950	869,519	4,000	\$ 873,519	(15,224)
WATER AND SEWER FUND	1,900,524 *	19,405,430	-	19,405,430	18,231,739	224,030	\$ 18,455,769	2,850,185
STORMWATER UTILITY FUND	692,752 *	1,305,000	-	1,305,000	1,400,735	-	\$ 1,400,735	597,017
UTILITY REPAIR & MAINT. FUND	2,261,085	208,000	-	208,000	-	-	\$ -	2,469,085
DRUG ENFORCEMENT FUND	24,541	1,000	-	1,000	10,000	-	\$ 10,000	15,541
COURT SECURITY FUND	7,716	31,680	-	31,680	30,000	-	\$ 30,000	9,396
COURT TECHNOLOGY FUND	92,681	45,870	-	45,870	13,510	39,170	\$ 52,680	85,871
PARK DONATIONS FUND	61,090	9,000	-	9,000	21,000	-	\$ 21,000	49,090
BEAUTIFICATION COMMISSION	26,576	10,000	-	10,000	-	-	\$ -	36,576
POLICE TRAINING FUND	11,796	-	-	-	5,900	-	\$ 5,900	5,896
STREET IMPROVEMENT ECONOMIC DEVELOPMENT CORPORATION	2,079,018	2,312,500	-	2,312,500	2,076,310	-	\$ 2,076,310	2,315,208
DEBT SERVICE FUND	1,240,869	6,959,180	-	6,959,180	6,638,879	-	\$ 6,638,879	1,561,170
TRAFFIC SAFETY FUND	313,985	650,000	-	650,000	528,278	18,540	\$ 546,818	417,167
COMPUTER REPLACEMENT	113,879	40,000	-	40,000	-	6,955	\$ 6,955	146,924
AQUATICS MAINTENANCE	203,497	45,000	-	45,000	-	24,000	\$ 24,000	224,497
FACILITY MAINTENANCE	225,680	75,000	-	75,000	-	16,519	\$ 16,519	284,161
EQUIPMENT REPLACEMENT	96,905	45,000	-	45,000	-	-	\$ -	141,905
	<b>\$ 14,709,083</b>	<b>\$ 59,050,679</b>	<b>\$0</b>	<b>\$ 59,050,679</b>	<b>\$ 56,516,140</b>	<b>\$ 465,895</b>	<b>\$ 56,982,035</b>	<b>\$ 16,777,727</b>

\*The beginning balance for the Water Sewer Fund and Stormwater Utility Fund are based on Working Capital. Calculations are based on the information located in the CAFR-City Annual Financial Report matched with current year projections.



# BUDGET PUBLIC HEARING

## Exhibit B

<u>Tax Year</u>	<u>Home Value</u>	<u>Effective M&amp;O Rate</u>		
2010	100,000	\$ 0.309075	\$	309.08
			\$	<b>2.18 Difference</b>
2011	100,000	\$ 0.311257	\$	311.26



# Council Agenda Background

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## PRESENTER:

William Syblon, Development Director  
Leann Brown for Bikers Bay

## ITEM:

Public hearing and consider and act upon an ordinance to rezone property known as Lot 2R-1, Block 1, Harwood Hills Village Addition, Bedford, Texas from Heavy Commercial to Heavy Commercial/ Specific Use Permit/Motorcycle and Motor Scooter Sales/Service. The property is generally located east of Martin Drive and south of Harwood Road. (Z-209)

## DISCUSSION:

The applicant is requesting a specific use permit for a 4,200 sq. ft. lease space in an existing shopping center.

The applicant proposes to operate Bikers Bay, a motorcycle sales and service business, at this site. The business will be contained totally within the limits of the lease space.

This business is currently located at 3805 Airport Freeway and employs five people. Its relocation is due to the NTE Freeway expansion.

The renovations proposed will be on the inside of the structure. The footprint of the existing shopping center will not be altered. As such the landscaping, parking, and other area regulations are satisfied by the initial site plan.

The Development Review Committee reviewed this application July 20. There were no outstanding issues identified relative to the City of Bedford Zoning Ordinance.

The Planning & Zoning Commission recommended approval of this item at their July 28, 2011 meeting by a vote of 7-0-0.

## RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone Lot 2R-1, Block 1, Harwood Hills Village Addition, Bedford, Texas from Heavy Commercial to Heavy Commercial/ Specific Use Permit/Motorcycle and Motor Scooter Sales/Service.

## FISCAL IMPACT:

N/A

## ATTACHMENTS:

Ordinance  
July 28, 2011 Planning and Zoning Meeting minutes  
Zoning Change Application  
Zoning Map of Referenced Property  
8 ½ x 11 drawings

**ORDINANCE NO. 11-**

**AN ORDINANCE TO REZONE PROPERTY KNOWN AS LOT 2R-1, BLOCK 1, HARWOOD HILLS VILLAGE ADDITION , BEDFORD, TEXAS FROM HEAVY COMMERCIAL TO HEAVY COMMERCIAL/SPECIFIC USE PERMIT/MOTORCYCLE AND MOTOR SCOOTER SALES/SERVICE SPECIFICALLY FOR THE OPERATION OF BIKERS BAY; DECLARING THAT THIS ORDINANCE BE CUMULATIVE OF ALL OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND DECLARING AN EFFECTIVE DATE. (Z-209)**

**WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Comprehensive Zoning Ordinance be amended to rezone property known as Lot 2R-1, Block 1, Harwood Hills Village Addition, Bedford, Texas from Heavy Commercial to Heavy Commercial/ Specific Use Permit/Motorcycle and Motor Scooter Sales/Service. The property is generally located east of Martin Drive and south of Harwood Road.**

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

**SECTION 1. That Section 2 of the Zoning Ordinance be amended and the map designated "ZONING MAP-CITY OF BEDFORD, TEXAS" be revised and amended so that the land described as:**

**Lot 2R-1, Block 1, Harwood Hills Village Addition, located in the City of Bedford, Tarrant County, Texas, shall be shown as approved by this ordinance.**

**SECTION 2. That the Site Plan attached hereto as Exhibit "A" is approved as a component of this zoning change approval. Any revisions to the property that deviates from the Site Plan attached hereto shall require an amendment to this ordinance.**

**SECTION 3. That from and after the final passage of this ordinance and the land described herein shall be subject to the regulations and uses to that from and after the final passage of this ordinance the land described herein shall be subject to the regulations and uses to Heavy Commercial/ Specific Use Permit/Motorcycle and Motor Scooter Sales/Service (for the use and operation of Bikers Bay).**

**SECTION 4. That this Ordinance shall be cumulative of all provisions of other ordinances of the City of Bedford, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting revisions of such ordinances are hereby repealed.**

**SECTION 5. That it is hereby declared the intention of the City Council of the City of Bedford, Texas, 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 or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity 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 6. That any person, organization, corporation, partnership or entity that violates, disobeys, omits, neglects or fails to comply with the provisions of this Ordinance shall be fined not more than two thousand dollars (\$2,000.00) for each offense or violation. Each day that an offense or violation occurs shall constitute a separate offense.**

**PRESENTED AND PASSED this 23rd day of August 2011 by a vote of \_\_\_ ayes, \_\_\_ nay and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.**

\_\_\_\_\_  
**Jim Story, Mayor**

**ORDINANCE NO. 11-**

**ATTEST:**

\_\_\_\_\_  
**Michael Wells, City Secretary**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Stan Lowry, City Attorney**

PLANNING AND ZONING COMMISSION  
MEETING MINUTES OF JULY 28, 2011

APPROVED

The Pledge of Allegiance was given.

**APPROVAL OF MINUTES**

1. **Consider approval of the following Planning and Zoning Commission meeting minutes:**
  - a) **April 28, 2011.**

Motion: Vice Chairman Stroope made a motion to approve the meeting minutes of April 28, 2011, correct as written.

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

Ayes: Commissioners Reese, Smeltzer, Henning, Vice Chairman Stroope, Chairman Davisson

Nays: None

Abstentions: Commissioners East, Carlson

Motion approved 5-0-2. Chairman Davisson declared the motion approved.

**PUBLIC HEARING**

2. **Zoning Case Z-209, public hearing and consider request of Leann Brown for Bikers Bay to rezone property known as Lot 2R-1, Block, Harwood Hills Village Addition , Bedford, Texas from Heavy Commercial to Heavy Commercial/ Specific Use Permit/Motorcycle and Motor Scooter Sales/Service. The property is generally located east of Martin Drive and south of Harwood Road.**

Chairman Davisson recognized Consultant City Planner Dan Boutwell who reviewed Zoning Case Z-209.

Chairman Davisson opened the public hearing at 7:08 p.m. and recognized Leann Brown, 617 Belmeade Lane, Flower Mound, Texas who was there to represent this application.

Chairman Davisson closed the public hearing at 7:11 p.m.

The Commission discussed the application.

Motion: Commissioner Smeltzer made a motion to approve Zoning Case Z-209.

Commissioner Carlson seconded the motion.

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

P&Z MTG, 7/28/11

Z-209

Received 7/11/11

### City of Bedford Change of Zoning Application

Applicant Name (Print): Leann Brown (\*Signature) 

Address: 617 Belmeade Lane, Flower Mound, TX 75028

Telephone number: 972-74-1802 Fax number: 972-691-3347  
(call 1st)

I, the undersigned owner, or tenant (Option Holder, etc.) of the following described real property located in the City of Bedford, Texas, hereby make application for a change of zoning classification:

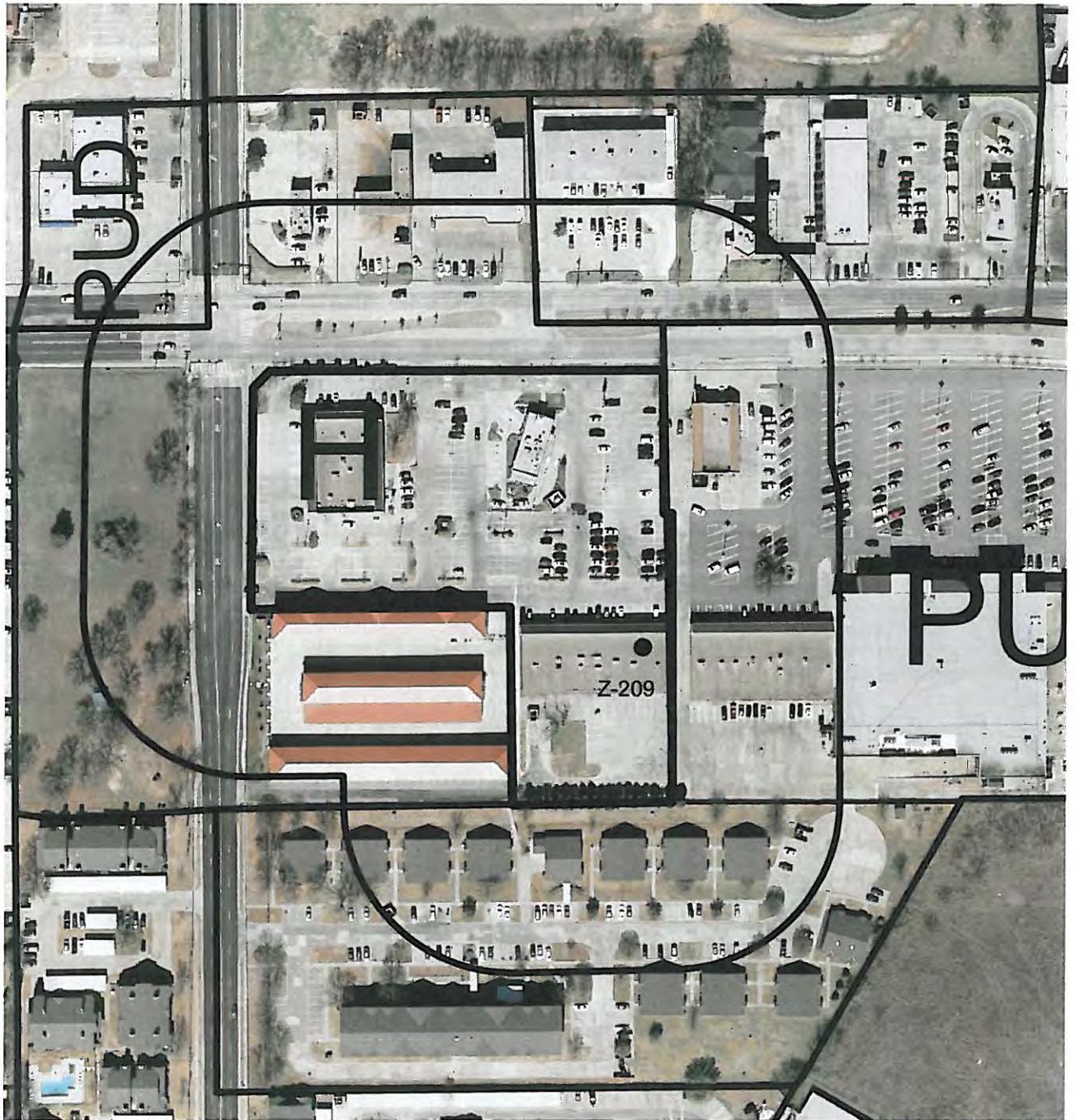
From: H To: H/SUP *MOTOR CYCLE / MOTOR SCOOTER SALES / SERVICE*

as provided in the City of Bedford Zoning Ordinance. I hereby certify that there are no existing dwellings or other buildings located on the property which would not conform to the construction standards, of the zoning classification being proposed, except as provided in Section 2.3, Nonconforming Lots, Nonconforming Uses of Land, Nonconforming Structures & Nonconforming Uses of Structures & Premises of the City of Bedford Zoning Ordinance.

Legal Description: Lot 2 Block 1 Addition Harwood Hills Village Addition  
Tract Abstract 303 Survey). G. Cummings Survey to the City of Bedford, Texas.  
Street Address 3164 Harwood Road, Bedford, TX 76021

Fee: (\$150.00 plus \$75.00 per acre over one.) \$150.00 + \$75.00 x \_\_\_\_\_ = \_\_\_\_\_  
Payable by cash, Visa, MasterCard, or check made out to the City of Bedford (# of acres) (total fee)

Owner (if not applicant): (*Signature) 	Developer: (*Signature)
(Print name) <u>Greg Quine, Agent</u>	(Print name)
(Company name) <u>TSCA-227 Limited Partner</u> <u>Go Quine &amp; Associates, Inc</u>	(Company name)
(Street Address, City, State & Zip Code) <u>301 S Sherman St, #100, Richardson, TX 75081</u>	(Street Address, City, State & Zip Code.)
(Telephone number) <u>972-669-8440</u> (FAX number) <u>972-783-8901</u>	(Telephone number) (FAX number)
Land Planner/Engineer: (*Signature)	 <b>Bikers Bay</b> <small>Virtual Smart Young Adult</small> <u>William Brown</u> 3805 Airport Freeway <u>Leann Brown</u> Bedford Texas 76021 Owners phone: 817-354-1400 <u>972-74-1802</u> fax: 817-354-4407 <a href="http://www.mybikersbay.com">www.mybikersbay.com</a>
(Print Name)	
(Company Name)	
(Street Address, City, State & Zip Code.)	
(Telephone number) (FAX number)	
*Signatures certify that all information provided is true & correct. (Please indicate sole contact for the City purposes with an arrow "→".)	



City of Bedford, Texas

Hearing Date: 07-28-11      Z-209

Address: 3164 HARWOOD ROAD  
Addition: HARWOOD HILLS VILLAGE ADDITION  
BEDFORD, TEXAS 76021

SUBNUM:    BLOCK: 1    LOT: 2R-1



-  Parcel Boundary
-  Subject Parcel and Buffer

P&Z MTG, 7/28/11

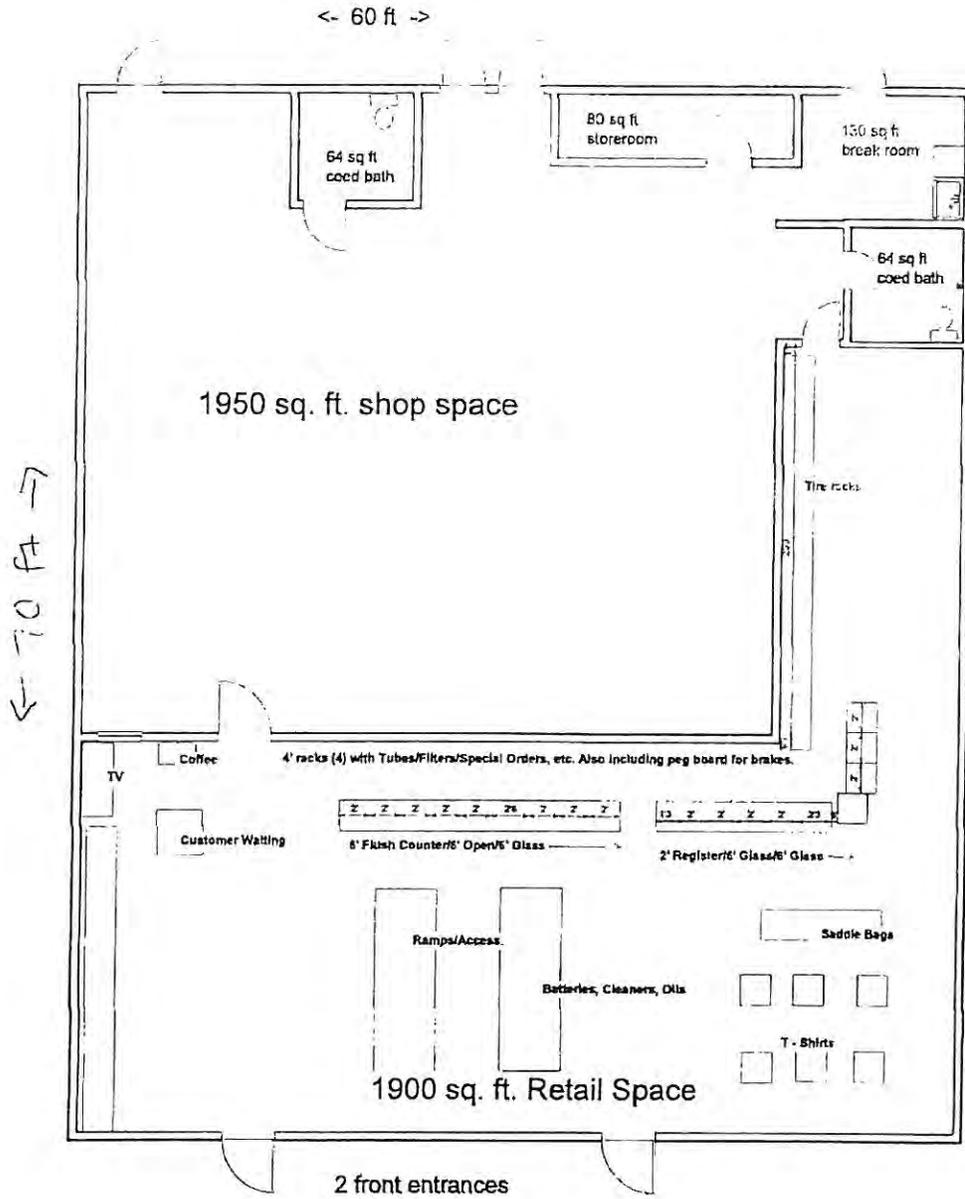
Z-209

Received 7/11/11

MARTIN DR

HARWOOD RD





Bikers Bay floor plan

4200 sq ft

3461 Harwood Road

3/16/11





# Council Agenda Background

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## PRESENTER:

William Syblon, Development Director  
Scott Sheppard for 6 Stones Mission Network

## ITEM:

Public hearing and consider an ordinance to amend the zoning of properties known as Tract 7G, Abstract 860, William H. Jasper Survey, and Lot 3R, Block 1, Crossroad East Addition, Bedford, Texas to Amended Light Commercial/ Specific Use Permit/Community Garden. The property is generally located west of Industrial Boulevard and north of State Highway 183. (Z-210)

## DISCUSSION:

The Community Garden has received recognition as a Certified Project with Tarrant County; and as part of the Master Gardener Program, in conjunction with Agri-Life and the A&M Extension Program teaching site.

The applicant is requesting to amend the original Specific Use Permit site plan with the following changes:

- Increase the storage shed size to 875 sq. ft.
- Increase the shade elements: Gazebo Area 875 sq. ft. and Trellis Area 1050 sq. ft.
- Relocate the tool shed and shade elements to the northern edge, adjacent to the garden beds.

The increased size of structures, the relocation of structures, and the potential of increased activity has precipitated the need to revise the site plan to this Specific Use Permit.

The purpose of the shade elements will be for occasional gatherings and providing shade for people working in gardens. All structures will be open air, with the exception of the storage area, and will not have water or sewer facilities.

The Planning & Zoning Commission recommended approval of this item as presented at their August 11, 2011 meeting by a vote of 4-0-0.

## RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to amend the zoning of properties known as Tract 7G, Abstract 860, William H. Jasper Survey, and Lot 3R, Block 1, Crossroad East Addition, Bedford, Texas to Amended Light Commercial/ Specific Use Permit/Community Garden. (Z-210)

## FISCAL IMPACT:

N/A

**ATTACHMENTS:**

**Ordinance  
August 23, 2011 Planning and Zoning Meeting minutes  
Zoning Change Application & Narrative  
Zoning Map of Referenced Property  
8 ½ x 11 drawings**

**ORDINANCE NO. 11-**

**AN ORDINANCE TO AMEND THE REZONING OF PROPERTIES KNOWN AS TRACT 7G, ABSTRACT 860, WILLIAM H. JASPER SURVEY AND LOT 3R, BLOCK 1, CROSSROAD EAST ADDITION, BEDFORD, TEXAS TO AMENDED LIGHT COMMERCIAL/SPECIFIC USE PERMIT/COMMUNITY GARDENS SPECIFICALLY FOR THE OPERATION OF 6 STONES MISSION NETWORK/FIRST BAPTIST CHURCH EULESS; DECLARING THAT THIS ORDINANCE BE CUMULATIVE OF ALL OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND DECLARING AN EFFECTIVE DATE. (Z-210)**

**WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Comprehensive Zoning Ordinance be amended to the rezoning of properties known as Tract 7G, Abstract 860, William H. Jasper Survey and Lot 3R, Block 1, Crossroad East Addition Bedford, Texas to Amended Light Commercial/Specific Use Permit/Community Gardens. The property is generally located west of Industrial Boulevard and north of State Highway 183.**

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

**SECTION 1. That Section 2 of the Zoning Ordinance be amended and the map designated "ZONING MAP-CITY OF BEDFORD, TEXAS" be revised and amended so that the land described as:**

**Tract 7G, Abstract 860, William H. Jasper Survey and Lot 3R, Block 1, Crossroad East Addition, located in the City of Bedford, Tarrant County, Texas, shall be shown as approved by this ordinance.**

**SECTION 2. That the Site Plan attached hereto as Exhibit "A" is approved as a component of this zoning change approval. Any revisions to the property that deviates from the Site Plan attached hereto shall require an amendment to this ordinance.**

**SECTION 3. That from and after the final passage of this ordinance the land described herein shall be subject to the regulations and uses of Amended Light Commercial/Specific Use Permit/Community Gardens (for the use and operation of 6 Stones Mission Network/First Baptist Church Euless).**

**SECTION 4. That this Ordinance shall be cumulative of all provisions of other ordinances of the City of Bedford, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting revisions of such ordinances are hereby repealed.**

**SECTION 5. That it is hereby declared the intention of the City Council of the City of Bedford, Texas, 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 or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity 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 6. That any person, organization, corporation, partnership or entity that violates, disobeys, omits, neglects or fails to comply with the provisions of this Ordinance shall be fined not more than two thousand dollars (\$2,000.00) for each offense or violation. Each day that an offense or violation occurs shall constitute a separate offense.**

**PRESENTED AND PASSED this 23rd day of August, 2011 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**

**ORDINANCE NO. 11-**

**ATTEST:**

\_\_\_\_\_  
**Michael Wells, City Secretary**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Stan Lowry, City Attorney**

**PLANNING AND ZONING COMMISSION  
MEETING MINUTES OF AUGUST 11, 2011**

**DRAFT**

**APPROVAL OF MINUTES**

1. **Consider approval of the following Planning and Zoning Commission meeting minutes:**
  - a) **July 28, 2011.**

Motion: Commission Reese made a motion to approve the meeting minutes of July 28, 2011, correct as written.

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

Motion approved 4-0-0. Chairman Davisson declared the motion approved.

**PUBLIC HEARING**

2. **Zoning Case Z-210 public hearing and consider request of Scott Sheppard for 6 Stones Mission Network/First Baptist Church Euless to amend the zoning of properties known as Tract 7G, Abstract 860, William H. Jasper Survey, and Lot 3R, Block 1, Crossroad East Addition, Bedford, Texas to Amended Light Commercial/ Specific Use Permit/Community Garden. The property is generally located west of Industrial Boulevard and north of State Highway 183.**

Chairman Davisson recognized Consultant City Planner Dan Boutwell who reviewed Zoning Case Z-210.

Chairman Davison recognized Scott Sheppard, 6 Stones Mission Network, 209 N. Industrial Boulevard, Bedford, Texas and Michael Boyter, Chairman, Beautification Commission, 3217 Sapphire Street, Bedford Texas who were there to represent this application.

Chairman Davisson opened the public hearing at 7:27 p.m., and there being no one to speak, closed the public hearing at 7:27 p.m.

The Commission discussed the application.

Motion: Commissioner Reese made a motion to approve Zoning Case Z-210 as presented.

Commissioner Henning seconded the motion.

Motion approved 4-0-0. Chairman Davisson declared the motion approved.

**City of Bedford  
Change of Zoning Application**

P&Z MTG, 8/11/11

Z-210

Received 7/25/11

Applicant Name (Print): FBC EGRESS / 6 STAVES (\*Signature): [Signature]  
 Address: 209 N. INDUSTRIAL BLVD BEDFORD TX 76021  
 Telephone number: 817-863-7400 Fax number: 817-963-7406  
817-267-3313

I, the undersigned owner, or \_\_\_\_\_ (Option Holder, etc.) of the following described real property located in the City of Bedford, Texas, hereby make application for a change of zoning classification:

U/SUP/COMMUNITY GARDEN <sup>AMENDED</sup> To: U/SUP/COMMUNITY GARDEN

as provided in the City of Bedford Zoning Ordinance. I hereby certify that there are no existing dwellings or other buildings located on the property which would not conform to the construction standards, of the zoning classification being proposed, except as provided in Section 2.3, Nonconforming Lots, Nonconforming Uses of Land, Nonconforming Structures & Nonconforming Uses of Structures & Premises of the City of Bedford Zoning Ordinance.

Legal Description: Lot 32 Block 1 Addition CROSSROAD EXT  
 Tract 76 Abstract 30 Survey WV 36322 to the City of Bedford, Texas.  
 Street Address 401 N. INDUSTRIAL + 209 N. INDUSTRIAL BLVD.

Fee: (\$150.00 plus \$75.00 per acre over one.) \$150.00 + \$75.00 x \_\_\_\_\_ = \_\_\_\_\_  
 Payable by cash, Visa, MasterCard, or check made out to the City of Bedford. (# of acres) (total fee)

Owner (if not applicant) (*Signature) <u>[Signature]</u> (Print name) <u>GARY W. PHILIPS</u> (Company name) <u>FBC EGRESS / 6 STAVES</u> (Street Address, City, State & Zip Code) <u>76021</u> <u>209 N. INDUSTRIAL BLVD BEDFORD</u> (Telephone number) <u>817-863-7400</u> (FAX number) <u>817-267-3313</u>		CONTACT Developer: (*Signature) <u>[Signature]</u> (Print name) <u>SCOTT SHEPPARD</u> (Company name) <u>CELL 817/944-8989</u> (Street Address, City, State & Zip Code.) (Telephone number) (FAX number)	
Land Planner/Engineer: (*Signature) (Print Name) (Company Name) (Street Address, City, State & Zip Code.) (Telephone number) (FAX number)		Surveyor: (*Signature) (Print Name) (Company Name) (Street Address, City, State & Zip Code.) (Telephone number) (FAX number)	

\*Signatures certify that all information provided is true and correct.

(Please indicate sole contact for the City purposes with an arrow "→".)



July 25, 2011

Mr. Bill Syblon  
Bedford Development Department  
City of Bedford  
P.O. Box 157  
Bedford, TX 76021

RE: Z-208, and Amendment Application Z-210

Dear Mr. Syblon,

I am writing you in regards to proposed Amendment to our initial SUP, Z-208, for the Bedford / 6 Stones Community Garden. We are submitting these Amendments due to the positive response and the potential opportunities that have presented themselves for not only the Garden's benefit, but also for the community and the City of Bedford.

One of the most positive opportunities for the Bedford / 6 Stones Community Garden is that this project is now a Certified Project with Tarrant County and the Master Gardener Program, in conjunction with Agri-Life and the A&M Extension Program. This will give the Garden a broader impact and community reach, bringing in people from all over Tarrant County. It will be a place for teaching, training, fundraising and Master Gardener Projects that will enhance the overall garden. The Garden is also of interest to the Tarrant Area Food Bank and their Community Garden Program. They support not only gardening, but they also collaborate on cooking and nutrition classes for those in our community.

We have also had preliminary discussions with the HEB ISD, Teen Court, and others about using the Garden for Community Service, Mentoring and training.

In reviewing these new opportunities and expanded scope, we have been encouraged to think larger on the Tool Shed with its capacity and capabilities, as well as, in the Shade Elements, specifically a Gazebo Area and a Trellis Area.

The first recommendation made to us is that the size of the originally proposed Tool Shed is way undersized for the potential equipment and storage that would be necessary to support these types of projects and uses.

Also, the originally proposed Tool Shed location is not conducive for this type of use. It needs to be adjacent to the plots. This presents another problem. When considering the design of the Garden Beds, the Garden access to and through the garden, the easements to the south and the 20' set back from the property line, the design options are limited along the western edge of the beds. The recommendation is to locate the Tool Shed and Shade Elements along the Northern Edge of the beds within the zone outlined in red on the Aerial / Plat Map submitted with the Amendment.

The Second Recommendation is to increase the size of the Shade Elements, and also work those elements into the design of the Tool Shed for a better work, relaxation and teaching environment. It will greatly enhance the ability to conduct training classes or educational classes out of the elements and in a more comfortable environment when

necessary. It would also be a great spot for Gardeners to have coffee, or a lunch and build relationships.

Multiple considerations will go into the final size of the Tool Shed and the Shade Elements, budget, fundraising, materials, engineering, etc. Those items will be finalized if the SUP Amendment is approved. Two concepts have been submitted as preliminary sketches. We would like to have considered these approximate, maximum square footages, realizing that the actual permitted project could be smaller in size.

Tool Shed –	Up to, but not exceeding 875 Sqft.
Gazebo	Up to, but not exceeding 875 Sqft.
Trellis Area	Up to, but not exceeding 1050 Sqft.

This would be the maximum for any one area, but the design and budget will dictate the final size up or down of any one component for the overall concept.

The target designs will be approximately 500-700 Sq ft. each, for the Tool Shed and Gazebo. The Trellis Area, approximately 360-720 Sq ft. The total foot print could be somewhere in the 1300 to 2100 Sq ft. range.

We would like to secure the final structures to either a concrete slab or to piers for maximum safety, security, and longevity.

The Third Recommendation is to incorporate the ability to run electrical service to the Tool Shed and the Shade Elements for various reasons, i.e. those working in the Tool Shed, for any electric power tools versus gas, and for tools for teaching or training applications.

We also want to clarify the desire to implement appropriate signage at the Campus West Parking Lot, the Garden Chain Fence Entrance on the East, and the Swing Gate on the South of the Garden Beds. This signage would be used for appropriate information for those utilizing the Garden, but also to the general public. Those three suggested areas are noted on the Aerial / Plat Map.

We also want to clarify the desire of individuals on the Council and Beautification Committee to erect a sign or monument sign along Industrial Blvd. that would bring attention to the City of Bedford City Limits and to the Bedford / 6 Stones Community Garden. The location is “to be determined” in conjunction with the property owner, the City and Beautification, as well as, 6 Stones Mission Network in accordance with the City Sign Ordinance.

Thank you for your consideration in this matter. Please let me know if there are any questions or additional information required for this application and approval process.

Blessings,



Scott Sheppard  
Executive Director  
6 Stones Mission Network

## Master Gardener Projects

There are 22 projects presently in Tarrant County. Below are the closest to the City of Bedford. The Bedford / 6 Stones Community Garden will be the only one of its type in our area! Part of the support for this project is for the Food Production for those less fortunate!

### School Based

Fitzgerald School  
5201 Creek Valley Dr.  
Arlington, TX 76018

Heritage School  
4500 Heritage Avenue,  
Grapevine, TX

### Environmental

Southlake Liberty  
Garden  
400 N White Chapel Rd.  
Southlake, TX 76092

Bob Jones Nature  
Center  
355 East Bob Jones  
Road  
Southlake, TX 76092

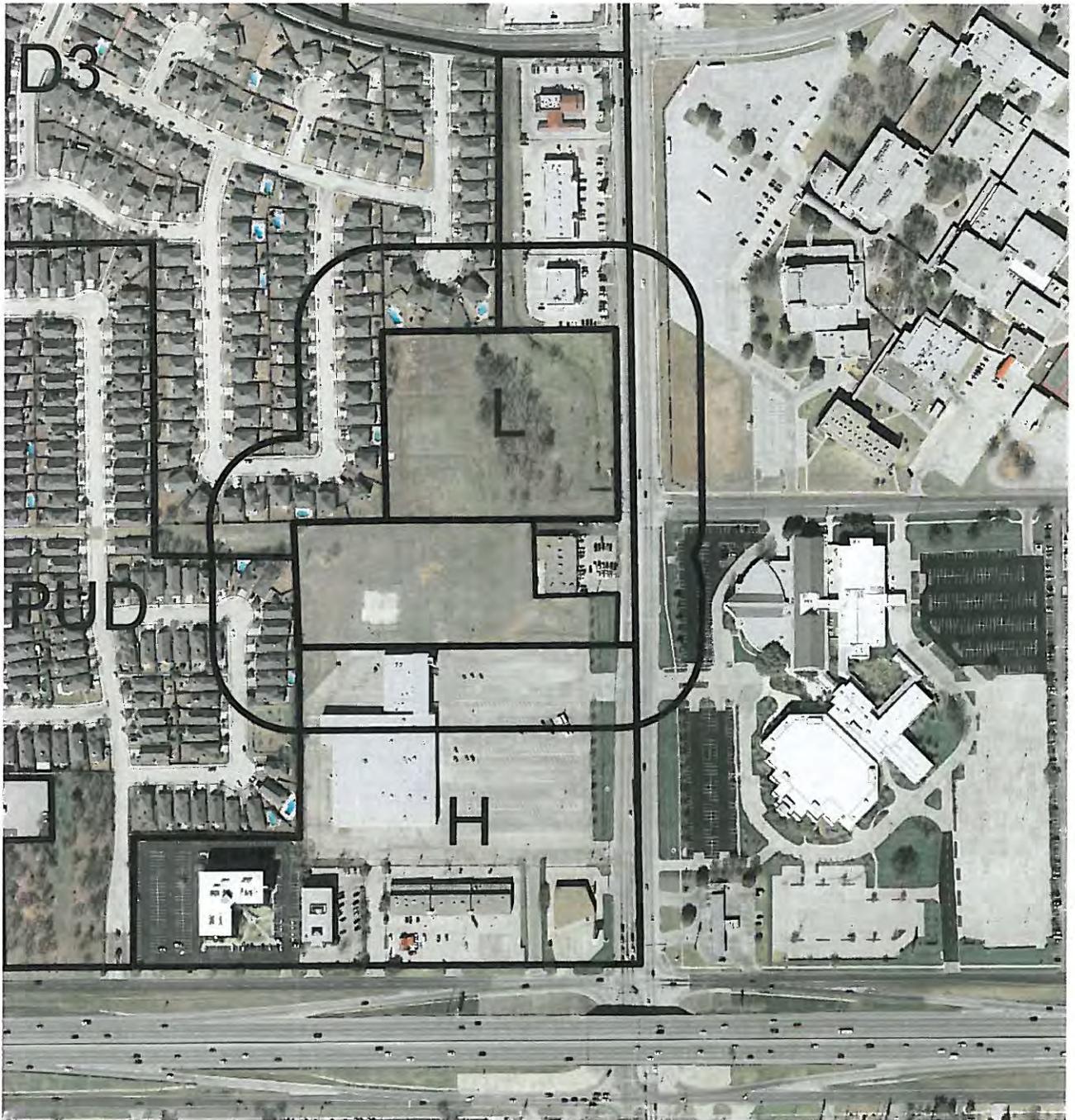
### Other

River Legacy  
703 NE Green Oaks  
Blvd.  
Arlington, TX 76006

Grapevine Botanic  
Garden  
411 Ball Street  
Grapevine, TX 76051

Example of Entrance Signage from  
the City of Coppell' Community  
Garden.





Hearing Date: 08-11-11 Z-210

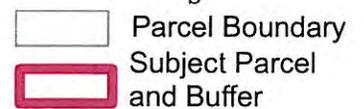
City of Bedford, Texas

Address: 401 N INDUSTRIAL BLVD, BEDFORD, TX  
 ABSTRACT 860, TRACT 7G, WILLIAM H JASPER SURVEY



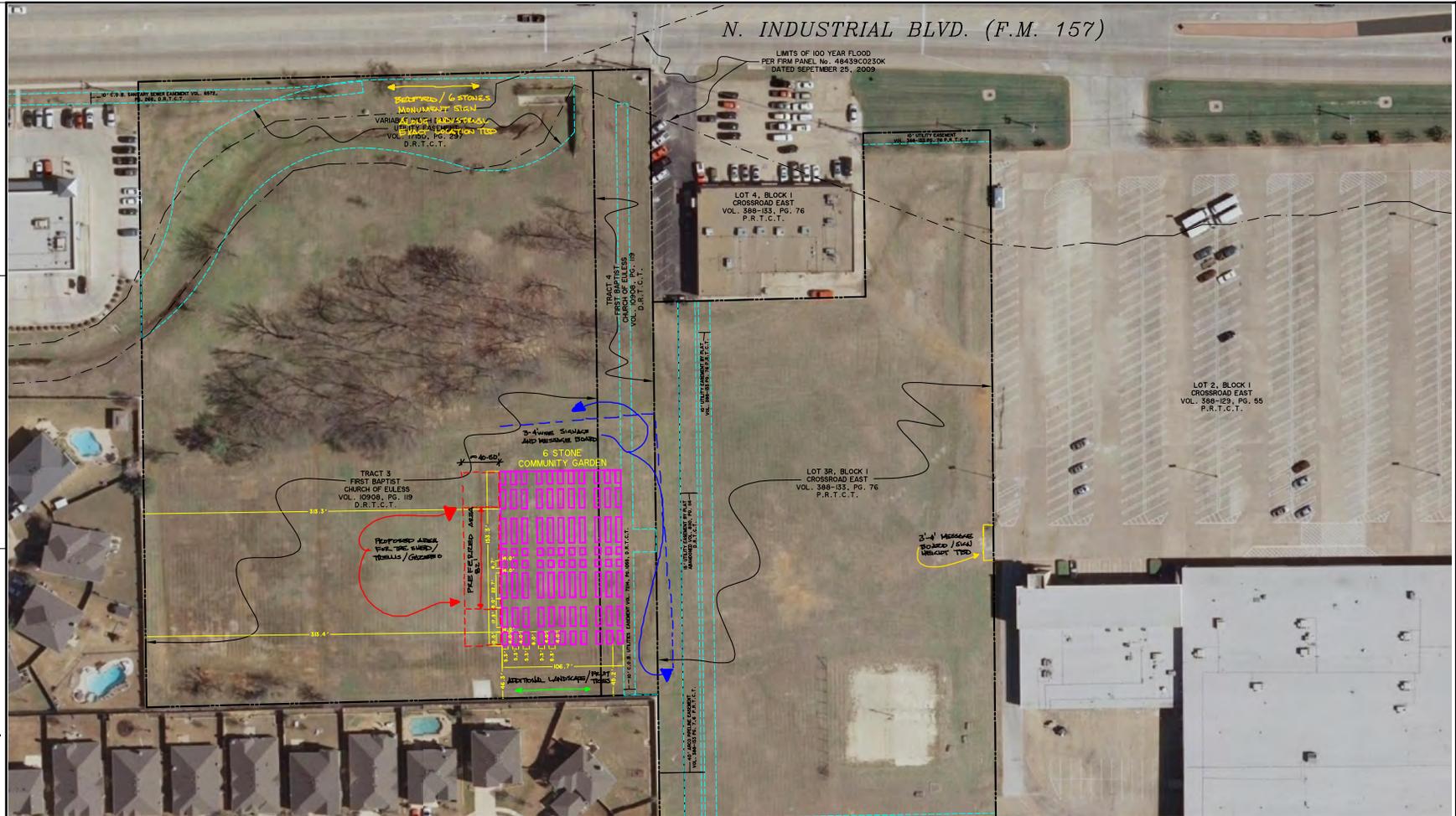
AND

Address: 209 N INDUSTRIAL BLVD, BEDFORD, TX  
 LOT 3R, BLOCK 1, CROSSROAD EAST ADDITION



Enlarged from Site Plan





**COMMUNITY GARDENS  
AT FIRST BAPTIST  
CHURCH OF EULESS**

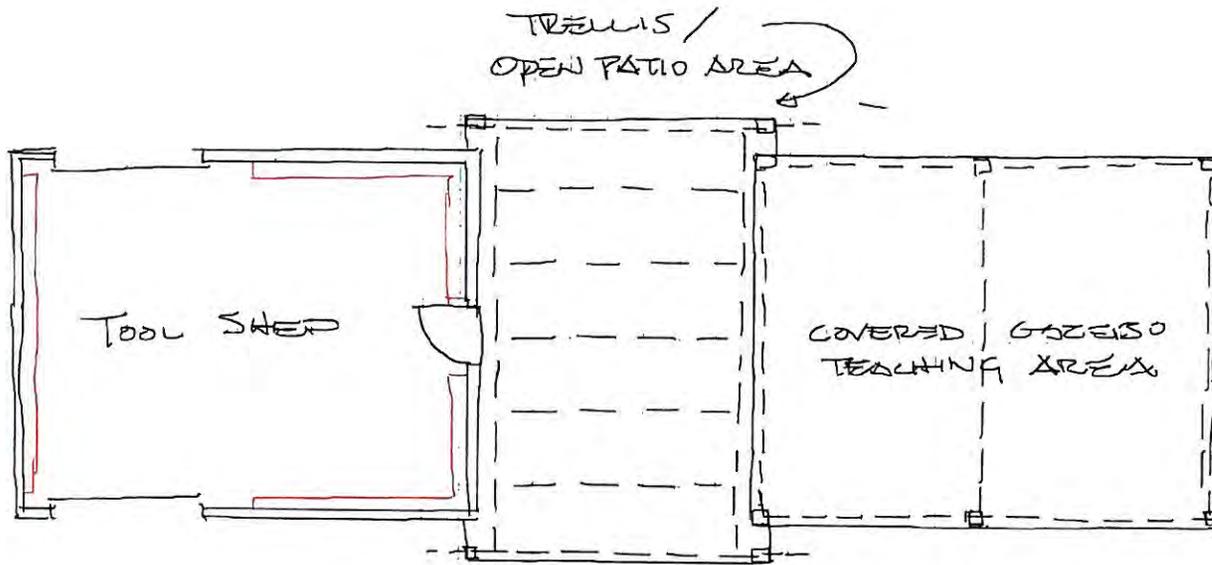
**NOTES:**  
 (1) THIS EXHIBIT DOES NOT CONSTITUTE A LAND TITLE BOUNDARY SURVEY AND DOES NOT SHOW ALL EASEMENTS AND OTHER ITEMS WHICH MAY ENCUMBER OR BENEFIT THE SUBJECT PROPERTY.  
 (2) ALL BEARINGS SHOWN HEREON ARE CORRELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NAD OF 1983, AS DERIVED BY FIELD OBSERVATIONS UTILIZING THE RTK NETWORK ADMINSTRATED BY WESTERN DATA SYSTEMS.  
 (3) THIS EXHIBIT WAS PREPARED WITHOUT BENEFIT OF A CURRENT COPY OF COMMITMENT FOR TITLE INSURANCE.

**LEGEND:**  
 D.R.T.C.T. DEED RECORDS OF TARRANT COUNTY, TEXAS  
 P.R.T.C.T. PLAT RECORDS OF TARRANT COUNTY, TEXAS

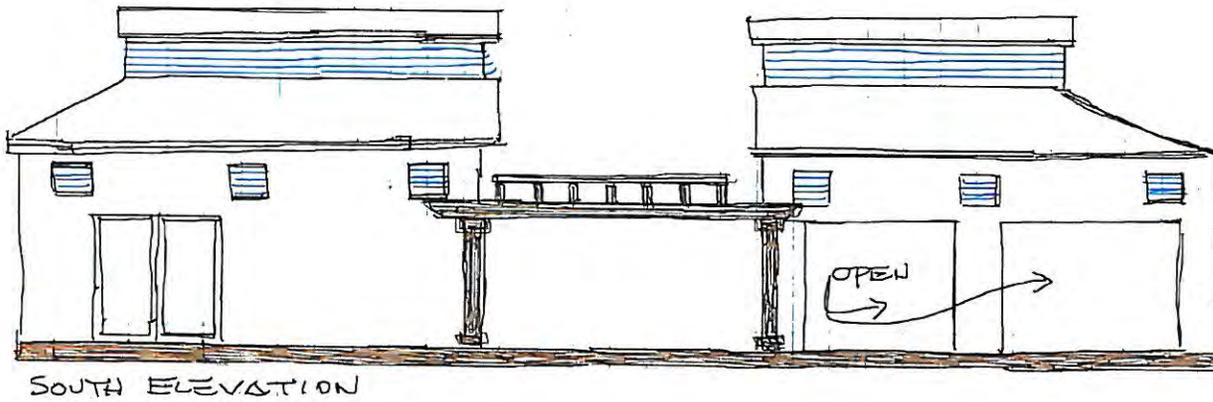
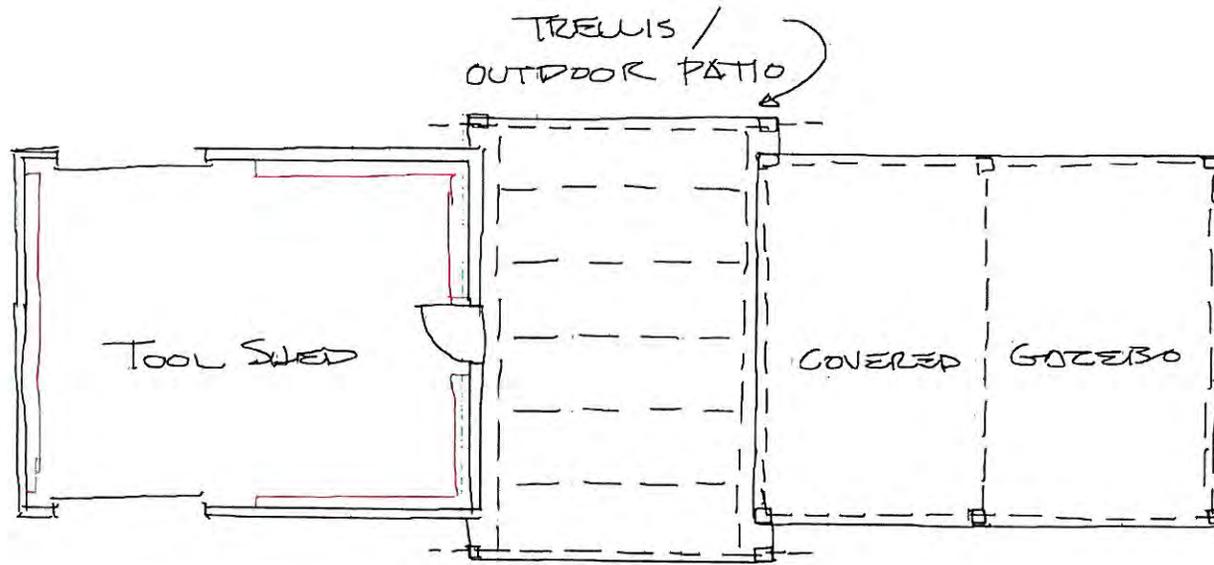
PREPARED BY:  
**WMA WIER & ASSOCIATES, INC.**  
 ENGINEERS SURVEYORS LAND PLANNERS  
 701 HANAUER BLVD., SUITE 300 WILMINGTON, TEXAS 76795 METRO (817)467-7700  
 4800 ELM STREET FRED, TEXAS 75044 METRO (214)281-8000  
 www.wierassociates.com

DATE: 05-14-2011  
 W.A. No. 62100

FILE: Crossroads East Site Exhibit.dwg  
 TIME: 17:25



P&Z MTG, 8/11/11  
Z-210  
Received 7/25/11



P&Z MTG, 8/11/11  
Z-210  
Received 7/25/11



# Council Agenda Background

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## PRESENTER:

Leigh Morgan, Deputy Director of Parks and Recreation

## ITEM:

Consider a resolution authorizing the City Manager to enter into a Lease Agreement with Planet Kidz for the purpose of holding the Bedford Saturday Night Program at the Boys Ranch Activity Center.

## DISCUSSION:

Planet Kidz has been holding the Bedford Saturday Night Program at the Boys Ranch Activity Center for a number of years. The program is for children in the 3rd - 8th grades. The average attendance is about 250 per Saturday night. The program consists of contests, dancing and games.

This is a renewal of an ongoing contract. The contract will be for a term of nine months, to coincide with the school calendar. Planet Kidz follows the HEBISD school calendar and only meets when school is in session. The agreement is for Planet Kidz to pay a fee of \$445 per Saturday, with \$70 of that going to pay staff costs. The \$70 for staff cost does cover the entire City's cost for staff. The City Attorney has reviewed contract and had no objections.

## RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a Lease Agreement with Planet Kidz or the purpose of holding the Bedford Saturday Night Program at the Boys Ranch Activity Center.

## FISCAL IMPACT:

General Fund revenue

## ATTACHMENTS:

Resolution

RESOLUTION NO. 11-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH PLANET KIDZ FOR THE PURPOSES OF HOLDING THE FUN TIME LIVE PROGRAM AT THE BOYS RANCH ACTIVITY CENTER.

WHEREAS, the City Council of Bedford, Texas wishes to provide Planet Kidz meeting space to hold a Saturday night program to the youth of Bedford; and,

WHEREAS, the staff of the City of Bedford Boys Ranch Activity Center wishes to provide supervision of the Lease Agreement to Planet Kidz for the purposes of holding the Fun Time Live Program.

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 Lease Agreement for a term of nine months with Planet Kidz for the purposes of holding the Fun Time Live Program.

SECTION 2. That this resolution shall take effect from and after the date of passage.

PASSED AND APPROVED this 23rd day of August 2011, 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:

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Stan Lowry, City Attorney

## LEASE AGREEMENT

This Agreement is made and entered into by and between PLANET KIDZ, INC., whose principal mailing address is 2010 Industrial Blvd. #604 Rockwall, Texas 75087, hereinafter referred to as "Lessee", and **The City of Bedford** thereafter referred to as "Lessor", to be effective upon execution by the Parties.

### WITNESSETH:

WHEREAS, Lessor presently owns and maintains a facility located at **2801 Forest Ridge Dr.** in the City of **Bedford**, Texas, known as the Contract Premises, and

WHEREAS, Lessee wishes to utilize a portion of said Contract Premises for the purpose of operating therein during the term hereof a "Youth Activity Program", and

WHEREAS, the Parties wish hereby to set forth the terms and conditions upon which Lessee shall be permitted to utilize such facility for such purpose.

### NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the mutual promises and covenants contained herein, and in order to obtain the mutual benefits provided hereunder, the Parties hereto agree as follows:

1. Grant. Lessor hereby grants Lessee permission to utilize the Contract Premises to conduct a Youth Activity Program in the manner and during the term hereafter specified.

2. Contract Premises. For purposes hereof, the Contract Premises shall include the **Gym, classroom A, B, & C along with the lobby** located at **2801 Forest Ridge Dr.** in the City of **Bedford**, Texas known as the **Boys Ranch Activity Center**.

3. Access to Contract Premises. Lessee shall have exclusive use of the Contract Premises each **Saturday** night during the term hereof, from the hours of 7:00 p.m. until 11:00 p.m., in order to conduct its activities hereunder. It is understood that Lessee operates following the HEBISD school calendar. Lessee shall give Lessor 14 days notice if program is not going to occur on a given Saturday. Further, Lessee shall have non-exclusive access to the Contract Premises for one (1) hour preceding and one (1) hour following each such period for the limited purposes of setting up and cleaning up the Contract Premises. Lessee shall have no right or access to the Contract Premises at any other time.

4. Temporary Suspension. The Parties agree that the Lessor shall have right from time to time to terminate this Lease or suspend Lessee's right hereunder to possession of the Contract Premises in the event such Premises become necessary, in sole opinion and discretion of the Lessor, for other Lessor activities or functions. In the event of such temporary suspension, the Lessor shall use reasonable efforts to reschedule Lessee's use of the Contract Premises at another available date. In no event, however, shall any such temporary suspension give rise to any claim against the Lessor by the Lessee, whether for lost profits, cost, overhead or otherwise.

5. Youth Activity Program. For purposes hereof, Youth Activity Programs shall mean organized, supervised youth activities including, but not limited, to the following:

(a) Game activities, such as volleyball, basketball, walleyball, dancing, ping pong, video games as permitted, relay games, etc.;

(b) Audio and video activities, including performances of persons to coordinate or direct the playing of records, compact discs, videos, laser discs, etc.;

(c) Concession activities, including the sale of soft drinks, sandwiches, chips, candy, pennants, tee-shirts, etc.; and

(d) Advertising and marketing promotions related to the Youth Activity Program.

6. Restrictions on Use. Lessee shall operate or utilize the Contract Premises for no purpose other than the Youth Activity Program defined herein, which shall be subject to the following restrictions:

(a) All participants in the Youth Activity Program shall be in grades 3-8. **Lessee shall provide age appropriate activities for all participants.**

(b) Lessee shall not allow more than maximum building capacity on contract premises at any time.

(c) Lessee shall make food and drink concessions available during the hours of operation. **Lessee shall provide all equipment and supplies needed for concession operations.** Prior to commencement thereof, **Lessee shall submit for approval by Lessor a schedule of proposed menu items.**

(d) Lessee shall provide adequate supervision at all times. All supervisors shall be at least eighteen (18) years of age and have passed a "Criminal History Check". Lessee shall staff supervisors at a ratio of not less than one (1) supervisor to every thirty (30) Youth Activity Program participants.

(e) Lessee shall provide adequate security at all times. Such security shall include, **at Lessee's expense** one (1) off-duty officer. Every effort will be made to secure a Bedford police officer. If a Bedford officer is not available Lessee must get prior approval to use security from another agency.

(f) Lessee shall conduct the activities provided for herein on each **Saturday** night during the term hereof, save for legal holidays, upon which Lessee shall not be required to conduct its activities.

(g) Lessee shall at all times conduct its activities provided for hereunder in a wholesome, diligent, and efficient manner.

(h) Preparation of the Contract Premises for Lessee's activities and clean-up of the Contract Premises following such activities shall be the sole responsibility of Lessee. **Lessee agrees that the Lessor will not provide storage for any equipment, supplies, concession products or any other items need by Lessee.** Lessee agrees that it will, following each use of the Contract premises, restore same to as good a condition as existed prior to such use by Lessee. **Lessee agrees to complete a facility walk through with BRAC staff prior to opening Fun Time Live program as well as after the FTL program prior to leaving the premises. Lessor will be responsible for any damages to property.**

(i) Lessee shall not cause or permit any illegal activity to be conducted upon the Contract Premises including smoking and no illegal weapons are allowed.

(j) Lessee shall be allowed to use and display its company logo banner each night of said event.

(k) Lessee shall make no changes or structural alterations to the Contract Premises without prior written consent of Lessor. Lessee shall be responsible for any damages to the Contract Premises resulting from use or occupancy thereof by Lessee, its agents, servants or invitees.

7. Term of Agreement. The term of this Agreement shall be from date of execution below until the end of May, 2012. Lessee shall operate each **Saturday** night during the term of this lease from the hours 7:00 p.m. to 11:00 p.m. only, commencing upon the effective date hereof.

8. Payment to Lessor. As payment for the rights granted hereunder, Lessee shall agree to pay to the Lessor **a flat fee of \$445.00, with \$70 designated by administration for staff cost.** All such sums payable to Lessor shall be due at the conclusion of each event, weekly. Lessee agrees that Lessor shall have the right, upon reasonable notice, to audit all sign-in sign-out sheets of Lessee to determine compliance with the payment provisions set forth hereinabove.

9. Protection against Accident to Employees and the Public. The Lessee shall at all times exercise reasonable precautions for the safety of employees and others on or near the Contract Premises and shall comply with all applicable provisions of Federal, State, and Municipal safety laws.

10. Laws and Ordinances. The Lessee shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations, which in any manner affect the Lessee or the work, and shall indemnify and save harmless the Lessor against claim arising from the violation of any such laws, ordinances and regulations whether by the Lessee or its employees.

11. Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be in the courts of **Tarrant County**, the State of Texas.

12. Assignment and Subletting. The Lessee shall **not** have the right to assign or sublet to a qualified licensee with liability on assignment **without the express** written approval by Lessor. Any assignment or sublet shall not release Lessee of any responsibilities under this agreement.

13. Notices. All notices to be sent to the offices of PLANET KIDZ, INC. 2010 Industrial Blvd. #604 Rockwall, Texas 75087 for the duration of the lease or any extensions thereof. **All notices shall be to the City of Bedford, at the following address 2801 Forest Ridge Dr., Bedford, Texas 76021.**

14. Termination. The parties agree that the Lessor or Lessee shall have the right to terminate this agreement upon **thirty (30)** days written notice without cause.

15. Indemnification. The Lessee shall defend, indemnify and hold harmless the Lessor and its elected and appointed officials, officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of or resulting from the performance of this Agreement or caused by the negligent act or omission of the Lessee, its officers, agents, employees, subcontractors, franchisees or invitees.

16. Insurance and Certificates of Insurance. Without limiting any of the other obligations or liabilities of the Lessee or Sub-Lessee, the Lessee or Sub-Lessee shall, during the term of the agreement, purchase and maintain the hereinafter stipulated minimum insurance with companies duly licensed to write business in the State of Texas and rated A-1 or better by A.M. Best. The Lessor shall be named as an additional insured on all required policies except Workers' Compensation. Valid Certificates of Insurance for each policy covering the Lessee and Subcontractors, together with a statement by the issuing company to the extent that said policies shall not be canceled without thirty (30) days prior notice being given the Lessor, shall be delivered to the Lessor and reviewed for sufficiency by the Lessor's Risk Manager before this Agreement is executed or any activities commenced:

(a) Workers' Compensation as required by the laws of the State of Texas with the policy endorsed to provide a waiver of subrogation as to the Lessor; Employer's Liability insurance of not less than \$100,000 for each accident.

(b) Commercial General Liability Insurance, Including, premises operations, Independent Contractor's Liability, completed Operations and Contractual Liability, covering but not limited to, the liability assumed under the indemnification provisions of this Agreement, fully insuring Lessee's liability for injury to or death of owners, employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with the following limits:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Products – Comp/Op Agg	\$1,000,000
Personal & Adv injury	\$1,000,000
Damage to rented premises	\$ 100,000

Lessee's insurance shall be primary and shall be endorsed to provide a waiver of subrogation in favor of the Lessor. The Commercial General Liability Policy should be endorsed using Endorsement No. CA000014104-01

Deductibles on each insurance policy shall no greater than \$1,000.00

17. Hindrances and Delays. No claims shall be made by the Lessee for damages resulting from hindrances or delays from any cause during the progress of any portion of the operations or activities embraced in this Agreement.

18. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

19. Lessor agrees to include leasee in all publications used to promote programs of said location (for the purpose of advertising the PLANET KIDZ, INC., AMERICA'S KIDZ, COMMUNITIES FOR KIDZ, FUN TIME LIVE and FRIDAY NITE LIVE Program).

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

\_\_\_\_\_  
Lessor City of Bedford

\_\_\_\_\_  
Lessee: PLANET KIDZ, INC. &  
COMPANIES

By: \_\_\_\_\_  
Beverly Griffith, City Manager

By: \_\_\_\_\_  
Dale A. Oakes, President

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

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



# Council Agenda Background

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## PRESENTER:

James Tindell, Fire Chief

## ITEM:

Consider a resolution authorizing the City Manager to enter into a one-year agreement between the City of Bedford, Texas and Motorola Solutions, Inc. in the amount of \$276,963.96 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, sharing expenses equally.

The City of Bedford will enter into a one-year agreement with Motorola Solutions, 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 of \$276,963.96 will be divided equally, with one-sixth, or \$46,160.66, being paid by each member city. The term for both agreements is October 1, 2011 through September 30, 2012. The contract is co-managed by the cities of Bedford and Colleyville, with Colleyville responsible for the financial aspects. The contract has been reviewed by the City Attorney.

## RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a one-year agreement between the City of Bedford, Texas and Motorola Solutions, Inc. in the amount of \$276,963.96 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 FY2011-2012 General Fund is \$46,160.66 for this agreement.

## ATTACHMENTS:

Resolution  
Agreements

RESOLUTION NO. 11-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE-YEAR AGREEMENT BETWEEN THE CITY OF BEDFORD AND MOTOROLA SOLUTIONS, INC. IN THE AMOUNT OF \$276,963.96 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 Solutions, 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, 2011 and expire September 30, 2012.

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 Solutions, Inc. in the amount of \$276,963.96 for support and maintenance of the trunk radio infrastructure and for the trunk radio system manager.

SECTION 2. That the City of Bedford will be fiscally responsible for one-sixth of the total amount, or \$46,160.66.

PASSED AND APPROVED this 23rd day of August 2011, 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



# SERVICES AGREEMENT

Attn: National Service Support/4th fl  
 1 301 East Algonquin Road  
 (800) 247-2346

Contract Number: S00001002435  
 Contract Modifier: RN21-JUN-11 16:29:21

Date: 06/21/2011

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

Required P.O.: No  
 Customer #: 1011247039  
 Bill to Tag #: 0003  
 Contract Start Date: 10/01/2011  
 Contract End Date: 09/30/2012  
 Anniversary Day: Sep 30th  
 Payment Cycle: ANNUAL  
 Tax Exempt: Exempt From All Taxes  
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
3	SVC01SVC1102C	DISPATCH SERVICE		
	SVC240AA	ENH: SMARTNET SITE	\$156.64	\$1,879.68
29	SVC241AA	ENH: SMARTNET STATION	\$308.27	\$3,699.24
	SVC01SVC1103C	NETWORK MONITORING SERVICE		
3	SVC281AA	ENH: SMARTNET SITE	\$50.02	\$600.24
29	SVC282AA	ENH: SMARTNET STATION	\$414.90	\$4,978.80
	SVC01SVC1104C	TECHNICAL SUPPORT SERVICE		
3	SVC135AA	ENH: SMARTNET SITE	\$42.67	\$512.04
29	SVC136AA	ENH: SMARTNET STATION	\$422.24	\$5,066.88
	SVC01SVC1413C	ONSITE INFRASTRUCTURE RESPONSE SERVICE - PREMIER OPTION		
3	SVC218AC	SITES-NONCONVENTIONAL	\$2,554.02	\$30,648.24
29	SVC219AC	STATIONS	\$7,676.30	\$92,115.60
	SVC02SVC0030C	SP - LOCAL REPAIR WITH ONSITE RESPONSE		
6		CHANNEL COMBINER	\$1,609.74	\$19,316.88
1		MCS2000	\$134.14	\$1,609.68
2		MSR2000 BASE STATION	\$1,073.14	\$12,877.68
6		MULTICOUPLER	\$539.40	\$6,472.80
3		RF PRE AMP	\$323.01	\$3,876.12

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
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	SCHAUMBU RG	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBU RG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBU RG	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
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CUSTOMER (PRINT NAME)		
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MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
-------------------------------------	-------	------

ANTHONY PROFITA	815-762-5050	
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MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	
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Company Name: Bedford, City Of  
 Contract Number: S00001002435  
 Contract Modifier: RN21-JUN-11 16:29:21  
 Contract Start Date: 10/01/2011  
 Contract End Date: 09/30/2012

## Service Terms and Conditions

Motorola Solutions 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, 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 take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment 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 becomes binding only when accepted in writing by Motorola. The term of this Agreement begins 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 the 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 that 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 this Equipment will terminate at the end of the month in which Motorola receives the 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 that Equipment; remove that Equipment from the Agreement; or increase the price to Service that 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 the 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 those 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 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 that are 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 will 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 for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial 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 this 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 SOLUTIONS**

**Statement of Work**

Prepared For :

**BEDFORD, CITY OF**

**100 MAIN ST**

**COLLEYVILLE, TX 76034**



# Statement of Work

## Definitions

### 1.0 Definitions

These defined terms might not apply to every Statement of Work. Capitalized terms below and not otherwise defined within the Statement of Work, or in the Communications System Agreement or other applicable agreement (collectively, "Agreement") have the following meanings:

- 1.1. **Box Unit Test:** Unit is tested in a fixture that simulates the functions for which it was designed, engineered, or manufactured to insure that it meets manufacturer specifications.
- 1.2. **Case:** Electronic tracking document for requests for service through the System Support Center.
- 1.3. **Case Status:** Identifier of the status of a Case from beginning to end.
- 1.4. **Component(s):** Motorola new or refurbished parts of equal quality.
- 1.5. **Configuration Change Support:** A change in a user-defined parameter, which may include a change in the placement of a dispatch console talkgroup window. Fleet mapping is not included in Configuration Change Support.
- 1.6. **Connectivity:** Establishment of remote access to the System via dial up or fixed dedicated links.
- 1.7. **Continuously/Continuous:** Seven (7) days per week, twenty-four (24) hours a day, including holidays.
- 1.8. **Customer:** The end-user Customer as identified in the Agreement.
- 1.9. **Customer Support Plan:** A document mutually developed by Motorola and the Customer that provides information about the Customer and the System and describes the specific processes by which Motorola will deliver and the Customer will receive the services described in this Statement of Work.
- 1.10. **Elements:** Those device types present on the Customer's System whose status may be communicated to the SSC.
- 1.11. **Equipment:** The equipment specified in the Equipment List as set forth in the Agreement, including any additions to the Equipment List during the Warranty Period.
- 1.12. **Enhanced System Support (ESS) Period:** The 12 month period commencing at the start of the Warranty Period for Equipment and Software as defined by the Agreement.
- 1.13. **Event:** An alarm or informational notification received by Motorola through the Network Management tools.
- 1.14. **Feature:** A Software functionality
- 1.15. **Federal Technical Center:** A Motorola facility located in Lanham, Maryland, the purpose of which is to serve as Motorola's centralized location for radio repair for United States Federal Government Customers.
- 1.16. **Firmware:** Software in object code form that is implanted or embedded in hardware.
- 1.17. **FRU:** Field Replaceable Unit, typically a board or module, contained within the Infrastructure.
- 1.18. **Infrastructure:** The fixed Equipment excluding mobiles, portables, and accessories.
- 1.19. **Infrastructure Depot Operations (IDO):** A Motorola facility, which serves as Motorola's centralized location for infrastructure repair.
- 1.20. **Loaner:** Infrastructure that is owned by Motorola and serves as a temporary replacement while the Customer's Infrastructure is being repaired.
- 1.21. **Maintenance:** The process for determining the cause of Equipment failure, removing, repairing, or replacing Components necessary to conform the Equipment with the manufacturer's specifications along with system-specific specifications, delivering and reinstalling the Components, and placing the Equipment back into operation.
- 1.22. **MCNS:** Mission Critical Network Services
- 1.23. **Motorola Software:** Software whose copyright is owned by Motorola or its affiliated company
- 1.24. **Non-Motorola Software:** Software whose copyright is owned by a party other than Motorola or its affiliated company.
- 1.25. **Notification:** The point in time when the Customer contacts Motorola and requests service.
- 1.26. **Optional Feature:** An additional Feature issued with a System Release that is available to Customer at additional cost.
- 1.27. **Radio Support Center (RSC):** A Motorola facility which serves as Motorola's centralized location for radio repair.
- 1.28. **Response:** The event when a technician, a remote systems technologist or a remote network specialist begins actively to work on the technical issue, remotely or on-site, as determined by Motorola.
- 1.29. **Restore/Restoration/Restoral:** The effort required to bring Equipment to the level for which it was designed, engineered and adjusted for performance in accordance with the manufacturer's published specifications, although such Equipment may not necessarily be malfunctioning.
- 1.30. **Servicer:** A Motorola Authorized Service Station or Motorola Field Service personnel.

- 1.31. Severity Level: The degree of adverse impact of an issue or Event.
- 1.32. Software: The software furnished with the System, including any Motorola Software and Non-Motorola Software.
- 1.33. Software License Agreement: The agreement or portion of an agreement pursuant to which Motorola licenses Software to Customer, including System Releases.
- 1.34. Special Product Feature: A Feature that is specially developed for Customer and which contains a functionality that is unique to Customer.
- 1.35. Standard Business Day: Monday through Friday, 8:30 a.m. to 4:30 p.m., local time, excluding Motorola holidays.
- 1.36. Standard Feature: A software functionality for components of Customer's System that is available to Customer in the standard software release
- 1.37. Start Date: Effective start date as listed on the Agreement.
- 1.38. System: The communications system as defined in the Communications System Agreement or other applicable Agreement.
- 1.39. System Acceptance: Unless otherwise defined in the Communications System Agreement, the date upon which Motorola has successfully completed all of the System Tests as described in the acceptance test plan.
- 1.40. System Support Center (SSC): A Motorola facility which serves as Motorola's centralized system support facility to compliment the field support resources
- 1.41. System Release: One software version release on a particular platform. ASTRO 25 6.3 example is where 6 is the platform indicator and .3 is software version release indicator.
- 1.42. System Test: Unit is tested in a Motorola manufactured system of similar type from which the unit was designed to test all functionality of the unit to insure that it meets manufacturer specifications.
- 1.43. Systemic: A recurring Software or hardware defect that significantly affects the operation of the System.
- 1.44. Technical Support Operations (TSO): A centralized telephone support help desk that provides technical support for Motorola customers who have purchased products from Motorola (Networks & Enterprise) or who have a contract for technical support services.
- 1.45. Vendor: Any manufacturer (other than Motorola) or third party that services or repairs Infrastructure or subscriber equipment
- 1.46. Verification: Contacting the appropriate designated person to verify the System is operational (original problem resolved) and closing the Case.
- 1.47. Work-around: A change in the followed procedures or data supplied by Vendor to avoid error without substantially impairing use of the Equipment.
- 1.48. Work Flow: A step-by-step process including instruction or direction for routing, handling, and processing information at a given agency.

#### Definitions

*Approved by Motorola Contracts & Compliance 10-31-2006*



## 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 and remotely diagnose the Event and initiate an appropriate response per the customer profile. Appropriate responses could include, but are not limited to, continuing to monitor the Event for further development transferring the Event to Technical Support, or 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.

#### 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 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 data from Customer monitored System and Customer initiated 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 Create a Case as necessary when service requests are received. Gather information to perform the following:
  - 2.7.1 Characterize the issue
  - 2.7.2 Determine a plan of action
  - 2.7.3 Assign and track the Case to resolution.
- 2.8 Dispatch a Servicer, as required, by Motorola standard procedures and provide necessary Case information collected in section 2.7
- 2.9 Ensure the required personnel have access to Customer information as needed.
- 2.10 Disable and enable System devices, as necessary, for Servicers.
- 2.11 Servicer will perform the following on-site:
  - 2.11.1 Run diagnostics on the Infrastructure or FRU.
  - 2.11.2 Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
  - 2.11.3 Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
  - 2.11.4 If a third party Vendor is needed to restore the System, the Servicer may accompany that Vendor onto the Customer's premises.

- 2.12 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.
- 2.13 Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.14 Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
- 2.15 Notify Customer of Case Status, as described in the Customer Support Plan required by section 3.5 at the following Case levels
  - 2.15.1 Open and closed; or
  - 2.15.2 Open, assigned to the Servicer, arrival of the Servicer on site, deferred or delayed, closed.
- 2.16 Provide the following reports, as applicable:
  - 2.16.1 Case activity reports to Customer.
  - 2.16.2 Network Monitoring Service reports for Customer System(s).
  - 2.16.3 Network Activity/Availability Reports for ASTRO25, SmartZone/ OmniLink, and Private Data Systems only.
- 2.17 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.
- 2.18 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
  - 3.6.2 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 Pay 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
- 3.15 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

## Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ol style="list-style-type: none"> <li>1. Response is provided Continuously</li> <li>2. Major System failure</li> <li>3. 33% of System down</li> <li>4. 33% of Site channels down</li> <li>5. Site Environment alarms (smoke, access, temp, AC power) as determined by the SSC.</li> <li>6. 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.</li> </ol>
Severity 2	<ol style="list-style-type: none"> <li>1. Response during Standard Business Day</li> <li>2. Significant System Impairment not to exceed 33% of system down</li> <li>3. System problems presently being monitored</li> <li>4. 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</li> </ol>
Severity 3	<ol style="list-style-type: none"> <li>1. Response during Standard Business Day</li> <li>2. Intermittent system issues</li> <li>3. Information questions</li> <li>4. Upgrades/preventative maintenance</li> <li>5. 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.</li> </ol>

## 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

<b>Private Network Connection IP VPN (All Customers)</b>	<b>Public Internet Connection IP VPN (Option Available only to Customers outside of the US)</b>
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**

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

**Monitored Elements Table** (Listed by technology)

<b>System Type</b>	<b>Equipment</b>
<b>SMARTNET Monitored by MOSCAD SiteSentry</b>	Site Controllers; Stations; Environmental Alarms; Channel Banks Site Sentry is a canceled product. No ne customers.

*Legal Approval  
September 2010*



# 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; (ii) does not include Customer training; (iii) is only available for those system types supported and approved by Technical Support Operations and (iv) limited to Infrastructure currently supported by Motorola,

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, Wireless Broadband and Digital In-Car Video.

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.
  - 2.1.1. If Infrastructure is no longer supported by Motorola, Technical Support will diagnosis the System but may not be able to resolve the issue without the Customer replacing the Infrastructure.
- 2.2. Advise caller of procedure for determining any additional requirements for issue characterization, and Restoration which includes 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. Remove video from Digital In-Car Video equipment prior to contacting Motorola. If Technical Support assists the Customer in removing video, the Customer acknowledges, understands and agrees that Motorola does not guarantee or warrant that it will be able to extract any captured video or that any captured video will not be damaged, lost or corrupted.
- 3.7. 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.
- 3.8. 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"> <li>▪ Response is provided Continuously</li> <li>▪ Major System failure</li> <li>▪ 33% of System down</li> <li>▪ 33% of Site channels down</li> <li>▪ Site Environment alarms (smoke, access, temp, AC power).</li> <li>▪ 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.</li> </ul>
Severity 2	<ul style="list-style-type: none"> <li>▪ Response during Standard Business Day</li> <li>▪ Significant System Impairment not to exceed 33% of system down</li> <li>▪ System problems presently being monitored</li> <li>▪ 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</li> </ul>
Severity 3	<ul style="list-style-type: none"> <li>▪ Response during Standard Business Day</li> <li>▪ Intermittent system issues</li> <li>▪ Information questions</li> <li>▪ Upgrades/preventative maintenance</li> <li>▪ 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.</li> </ul>

**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

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# Special Statement of Work

## SP Local Infrastructure 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.

### 4.0 Equipment no longer supported by Motorola:

- 4.1. The MSF5000 and MCS2000 are no longer supported by Motorola. This equipment can remain on the Service Agreement and a best effort will be made to repair the MSF5000 or MCS2000 by the local service shop. The best effort to repair the MSF5000 or MCS 2000 will be based on parts availability. However, if the equipment is unrepairable, Motorola or the local service provider will not be responsible for replacing equipment that is no longer supported.
    - 4.1.1. If the MSF5000 or MCS2000 is deemed unrepairable, it will be removed from contract.
-



# SERVICES AGREEMENT

Attn: National Service Support/4th fl  
 1 301 East Algonquin Road  
 (800) 247-2346

Contract Number: S00001002431  
 Contract Modifier: RN21-JUN-11 15:57:07

Date: 06/21/2011

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

Required P.O.: No  
 Customer #: 1011247039  
 Bill to Tag #: 0003  
 Contract Start Date: 10/01/2011  
 Contract End Date: 09/30/2012  
 Anniversary Day: Sep 30th  
 Payment Cycle: ANNUAL  
 Tax Exempt: Exempt From All Taxes  
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
3	SVC02SVC0004C	***** Recurring Services ***** MS - NETWORK MANAGEMENT SITE(S)	\$7,612.40	\$91,348.80
3	SVC02SVC0030C	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.				
		<b>Subcontractor(s)</b>	<b>City</b>	<b>State</b>
		MOTOROLA - T6 COST TRANSFER (DO419)	CARROLLT ON	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)		
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
	CSM	7/12/11

ANTHONY PROFITA  
MOTOROLA REPRESENTATIVE(PRINT NAME)

815-762-5050  
PHONE

---

Company Name: Bedford, City Of  
Contract Number: S00001002431  
Contract Modifier: RN21-JUN-11 15:57:07  
Contract Start Date: 10/01/2011  
Contract End Date: 09/30/2012

## **Service Terms and Conditions**

Motorola Solutions 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, 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 take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment 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 becomes binding only when accepted in writing by Motorola. The term of this Agreement begins 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 the 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 that 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 this Equipment will terminate at the end of the month in which Motorola receives the 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 that Equipment; remove that Equipment from the Agreement; or increase the price to Service that 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 the 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 those 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 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 that are 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 will 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 for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial 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 this 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 **M**aintenance & **T**otal **S**upport 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](http://www.GenesisWorld.com)

Email: [help@GenesisWorld.com](mailto:help@GenesisWorld.com), or [pburks@GenesisWorld.com](mailto: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](mailto:emeasupport@genesisworld.com) or [mike.head@GenesisWorld.com](mailto:mike.head@GenesisWorld.com) (Director)

### Netherlands

Bumicom Telecom BV

Elviraland 5 C

2591 GE Den Haag (NL)

Tel. +31 (0) 70 350 4500

Fax +31 (0) 70 350 6232

[www.bumicom.nl](http://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](mailto:genesis.support@kalibre.com.au)

[www.kalibre.com.au](http://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, which 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

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## PRESENTER:

Roger Gibson, Police Chief

## ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with the Hurst-Euless-Bedford Independent School District to provide two School Resource Officers for school year 2011/12, in the amount of \$139,390, paid for by the District.

## DISCUSSION:

Since 1993, the Police Department has been providing the Hurst-Euless-Bedford Independent School District (District) with two School Resource Officers to provide an on-site police presence at both Harwood and Bedford Junior High Schools.

Officers assigned to the two junior high schools provide law enforcement duties to include patrolling the assigned campus, completing police and school reports/forms, dealing with juvenile laws, student relations, and providing security to the campus and certain school functions/activities as determined by the school principal.

For these services, the District agrees to pay the City of Bedford the salary and benefit costs for the two officers. For School Year 2010/11, the District agrees to reimburse the City of Bedford \$69,695 per officer, for a total of \$139,390.

Due to a change made to the contract by the District and approved by the City Attorney, a delay occurred in obtaining a final draft. The change included a clause under the Indemnification portion of the contract whereas the City of Bedford must furnish the District an insurance certificate with a "waiver of subrogation" for general liability, automobile liability, law enforcement liability and workers compensation in favor of the District, its officers, employees, elected official, representatives or agents. The City of Bedford must also include an "additional insured" coverage policy for general liability, automobile liability and law enforcement liability in favor of the District, its officers, employees, elected officials, representatives or agents. The requested insurance certificates have been provided to the District.

## RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with the Hurst-Euless-Bedford Independent School District to provide two School Resource Officers for school year 2011/12, in the amount of \$139,390, paid for by the District.

## FISCAL IMPACT:

There is a cost to the City of approximately \$35 per year to add the School District as an additional insured.

## ATTACHMENTS:

Resolution  
School Resource Officer Contract

RESOLUTION NO. 11-

A RESOLUTION AUTHORIZING THE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE HURST-EULESS-BEDFORD INDEPENDENT SCHOOL DISTRICT TO PROVIDE TWO SCHOOL RESOURCE OFFICERS FOR SCHOOL YEAR 2011/12, IN THE AMOUNT OF \$139,390, PAID FOR BY THE DISTRICT.

WHEREAS, the City Council of Bedford, Texas determines the necessity to partner with the Hurst-Euleless-Bedford Independent School District to provide campus security to the two junior high schools located within the City; and,

WHEREAS, the City Council of Bedford, Texas determines that the salary and benefits for the two officers shall be provided by the Hurst-Euleless-Bedford Independent School District.

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

SECTION 1. That the City Manager is hereby authorized to enter into a contract with the Hurst-Euleless-Bedford Independent School District to provide two School Resource Officers for school year 2011/12, in the amount of \$139,390, paid for by the District.

PASSED AND APPROVED this 23rd day of August 2011, 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

# SCHOOL RESOURCE OFFICER CONTRACT

## City of Bedford, Texas / Hurst-Eules-Bedford Independent School District

This contract is made by and between the Hurst-Eules-Bedford Independent School District, herein, "District," and the City of Bedford, herein "City," for the purpose of establishing the terms under which City shall provide District with School Resource Officers and the compensation which shall be paid City by District thereof.

### WITNESSETH

For and in consideration for the mutual undertakings herein set forth, City and District agree as follows:

#### A. Assignment and Selection of School Resource Officers

1. City agrees to assign one police officer to serve as the School Resource Officer at Bedford Junior High School and one police officer to serve as the School Resource Officer at Harwood Junior High School.

2. The School Resource Officers shall have the school to which they are assigned as their primary duty and will not regularly be assigned additional police duties. City reserves the right, however, to reassign these officers temporarily in the event of an emergency and for training.

#### B. Job Responsibilities of School Resource Officers

1. The primary function of the School Resource Officer shall be to insure the safety of students and faculty and provide campus security. Specifically, the School Resource Officers shall assist in limiting access to the school grounds to authorized persons, provide police protection of school property, personnel and students, investigate criminal acts on school grounds, assist with enforcement of compulsory student attendance laws, and serve as liaison between the school, the police department, juvenile officials, probation officials, courts, and other agencies of the juvenile justice system.

2. The Principal will be the authority regarding all school issues. The School Resource Officer will be the authority on all law enforcement issues. The School Resource Officers will communicate with the Principal regarding all law enforcement incidents on the campus or at school related activities, and the Principal shall be involved in the decision making process in custodial arrests. The School Resource Officers are solely responsible to the Chief, but shall work directly and in cooperation with the Principal of the school to which they are assigned.

3. The School Resource Officers will attend professional development training as required by the Police Department, the District, and School Resource Officer training.

4. The School Resource Officers shall, as time permits, be available as resource persons to teach, lead a discussion, or offer information on topics on which the officers have special competence due to their law enforcement training. The School Resource Officers shall also attempt to identify and counter deviant behavior, such as gang activity, through information and other assistance to young people.

5. The School Resource Officers shall make themselves visible in a public relations role in order to provide a highly visible crime deterrent on school property in order to effectively promote security and order in the schools.

6. The School Resource Officers shall also attempt to provide guidance and direction for students, parents, and staff when appropriate; to work with school administration to resolve school-police problems; and to work with parents of troubled students.

7. The Principal of the school to which an officer is assigned and the Chief are authorized to establish and modify, as needed, rules and regulations concerning the School Resource Officers' duties and schedule so long as they both agree on such changes.

**C. Hours of Work**

1. Unless otherwise directed by the Principal, City shall assign officers to work during the 178 instructional days of the school year, Monday through Friday, eight hours a day, with Saturday and Sunday off. Each Principal shall be responsible for determining a consistent eight-hour schedule per day for the School Resource Officer assigned to that Principal's campus (1,424 hours).

2. In addition to the regular eight-hour day, the School Resource Officers will work 192 hours at the discretion of the Principal. Each Principal will compensate the School Resource Officers for any hours worked beyond the regular eight-hour days plus the additional 192 hours.

3. The School Resource Officers will not work on District professional development days, during summer school, or during student holidays. The School Resource Officers will not routinely work during the summer vacation. If the School Resource Officers are utilized during summer school, District will provide additional compensation to the School Resource Officers.

**D. Consideration**

1. District agrees to pay the City \$69,695.00 per officer assigned to the program. The total amount will be divided into four equal installments, and will be billed by the City, to be due on or before September 1, December 1, March 1, and June 1 of the contract year.

2. City shall provide law enforcement training and certification, a vehicle, and police equipment, including communication equipment necessary to allow the officer to communicate with the police department and other officers. District shall provide any radio equipment necessary to allow the officer to communicate with school staff, if desired by the district.

**E. Term**

1. This contract shall be effective August 15, 2011, and shall expire July 31, 2012. Either City or District may cancel this contract by giving the other party thirty (30) days written notice of cancellation. If this contract is terminated prior to the end of the contract year, District shall be entitled to a pro-rate reimbursement of unused funds paid by the district.

**F. Indemnification**

1. The City waives, releases, indemnifies, and holds harmless, to the extent authorized by the law, the District from any and all claims, damages, injuries, causes of action, or lawsuits arising out of the acts, or failures to act, of the School Resource Officers, whether such acts or failures to act occurred on or off District property.

2. The City will furnish the District an Insurance Certificate with a "Waiver of Subrogation" for General Liability, Automobile Liability, Law Enforcement Liability and Workers Compensation in favor of Hurst-Euless-Bedford ISD, its officers, employees, elected officials, representatives or agents. Also include "Additional Insured" coverage for General Liability, Automobile Liability and Law Enforcement Liability in favor of Hurst-

Eules-Bedford ISD its officers, employees, elected officials, representatives or agents.  
The Certificate will be furnished to the District before the effective date of this contract.

**G. Miscellaneous**

1. This Contract supersedes all prior agreements and representations concerning the School Resource Officers, and constitutes the complete agreement between the parties.

2. City and District agree that no promise or agreement which is not herein expressed has been made to either party and that neither party is relying upon any statement or representation other than the terms stated in this Contract.

3. No amendments to the Contract shall be binding unless reduced to writing and signed by both parties.

4. This Contract is fully performable in Tarrant County, Texas. Venue for any claim under this Contract shall be in Tarrant County, Texas.

AGREED TO:

HURST-EULESS-BEDFORD  
INDEPENDENT SCHOOL DISTRICT

By: *Faye Beaulieu*  
FAYE BEAULIEU, Ph.D PRESIDENT  
BOARD OF TRUSTEES

ATTEST:

*Ellen Jones*  
ELLEN JONES  
SECRETARY  
BOARD OF TRUSTEES

AGREED TO:

CITY OF BEDFORD

By: \_\_\_\_\_  
BEVERLY QUEEN-GRIFFITH  
CITY MANAGER

ATTEST:

\_\_\_\_\_  
MICHAEL WELLS  
CITY SECRETARY



# Council Agenda Background

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## PRESENTER:

Beverly Griffith, City Manager

## ITEM:

Consider a resolution authorizing the City Manager to enter into an amendment to the Interlocal Agreement with the cities of Euless, Grapevine, Hurst, Haltom City, Keller and North Richland Hills for the Northeast Transportation Services Urban Transit District (NETSUTD); authorizing the Fort Worth Transportation Authority to act as the direct grant recipient for the Northeast Transportation Services Urban Transit District with regard to Federal and State funding; and declaring an effective date.

## DISCUSSION:

In 2002 the cities of Bedford, Euless, Grapevine, Haltom City, Keller, Colleyville, Hurst and North Richland Hills entered into an Interlocal Agreement (ILA) for an on-demand transportation service, the Northeast Transportation Services Urban Transit District (NETSUTD), commonly referred to as NETS. The purpose of this ILA was to provide transportation services to senior citizens and persons with disabilities.

The original agreement designated various responsibilities, including federal and state grant administration. The proposed amendments reflect several changes that have been approved by the Board, the most significant of which is the delegation of direct grant recipient responsibilities to the Fort Worth Transportation Authority. Previously, those responsibilities were delegated to the City of Grapevine for Federal funding and the City of North Richland Hills for State funding. In order to operate the NETSUTD in a more efficient manner, it is recommended by the Board that those responsibilities previously held by the cities of Grapevine and North Richland Hills be transferred to the Fort Worth Transportation Authority. Management of these vital funding resources requires a great deal of time and expertise and the Fort Worth Transportation Authority is the most appropriate organization to manage this responsibility.

## RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an amendment to the Interlocal Agreement with the cities of Euless, Grapevine, Hurst, Haltom City, Keller and North Richland Hills for the Northeast Transportation Services Urban Transit District (NETSUTD); authorizing the Fort Worth Transportation Authority to act as the direct grant recipient for the Northeast Transportation Services Urban Transit District with regard to Federal and State funding; and declaring an effective date.

## FISCAL IMPACT:

Funding is included in the General Fund budget for this service in FY 2011/12  
General Government – City Council – 8337 Community Services - \$32,900

**ATTACHMENTS:**

**Resolution**

**Interlocal Agreement – clean copy**

**Interlocal Agreement – edited version**

**Summary of changes in interlocal agreement – July 2011**

**RESOLUTION NO. 11-**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE CITIES OF BEDFORD, EULESS, GRAPEVINE, HURST, HALTOM CITY, KELLER AND NORTH RICHLAND HILLS FOR THE NORTHEAST TRANSPORTATION SERVICES URBAN TRANSIT DISTRICT (NETS); AUTHORIZING THE FORT WORTH TRANSPORTATION AUTHORITY TO ACT AS THE DIRECT GRANT RECIPIENT FOR THE NORTHEAST TRANSPORTATION SERVICES URBAN TRANSIT DISTRICT WITH REGARD TO FEDERAL AND STATE FUNDING; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS, the cities of Bedford, Euless, Grapevine, Haltom City, Hurst, Keller and North Richland Hills have entered into an interlocal agreement to establish the Northeast Transportation Services Urban Transit District under Chapter 458 of the Texas Transportation Code; and,**

**WHEREAS, the intent of this agreement is to provide for an on-demand transportation service for elderly and disabled in the Northeast Tarrant County area; and,**

**WHEREAS, a provision of this agreement designates the City of Grapevine as a co-lead agency authorized to be the liaison with all contractors and Federal regulatory agencies for all Federal grants and contracts related to Federal funding on behalf of the Northeast Transportation Services Urban Transit District; and,**

**WHEREAS, a provision of this agreement designates this City of North Richland Hills as a co-lead agency authorized to be the liaison with all contractors and State Regulatory agencies for all State grants and contracts related to State funding on behalf of the Northeast Transportation Services Urban Transit District; and,**

**WHEREAS, the City of Grapevine desires to transfer responsibility as the co-lead agency and recipient of Federal funds to another responsible agency; and,**

**WHEREAS, the City of North Richland Hills desires to transfer responsibility as the co-lead agency and recipient of State funds to another responsible agency; and,**

**WHEREAS, the Fort Worth Transportation Authority agrees to serve as the direct grant recipient for Federal and State funding for the Northeast Transportation Services Urban Transit District; and,**

**WHEREAS, an amendment to the Interlocal Agreement will authorize the Fort Worth Transportation Authority as the direct grant recipient and liaison for Federal and State grant contracts related to Federal and State funding for the Northeast Transportation Services Urban Transit District; and,**

**WHEREAS, an amended Interlocal Agreement will provide for the contribution of local funds to match Federal and State grants; and,**

**WHEREAS, the City of Grapevine intends to request approval to transfer all Federal grants and grant funded property to the Fort Worth Transportation Authority; and,**

**WHEREAS, the City of North Richland Hills intends to request approval to transfer all State grants and grant funded property to the Fort Worth Transportation Authority; and,**

**WHEREAS, the City of Bedford City Council finds that the interlocal agreement serves a beneficial public purpose.**

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

**SECTION 1. That the City Manager is hereby authorized to execute, on behalf of the City, an Amendment to the Interlocal Agreement with the Cities of Bedford, Euless,**

**RESOLUTION NO. 11-**

**Grapevine, Haltom City, Hurst, Keller and North Richland Hills for the Northeast Transportation Services Urban Transit District to designate the Fort Worth Transportation Authority as the direct grant recipient for Federal and State funding on behalf of the Northeast Transportation Services Urban Transit District and to authorize local funds to match Federal and State grants and as required for the approved NETSUTD annual budget.**

**SECTION 2. The Fort Worth Transportation Authority shall be designated as the direct grant recipient authorized to be the liaison with all contractors and Federal and State regulatory agencies for all grants and contracts related to Federal and State funding on behalf of the Northeast Transportation Services Urban Transit District. The President/CEO of the Fort Worth Transportation Authority, or designee, is authorized to execute all Federal and State grants and contracts related to Federal and State Funding on behalf of the Northeast Transportation Services Urban Transit District. The NETSUTD Board must authorize all contracts and grants on behalf of the Northeast Transportation Services Urban Transit District.**

**SECTION 3. That this resolution shall be in effect at the time of the adoption.**

**PASSED AND APPROVED this 23rd day of August, 2011, by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions at a regular meeting of the City Council of the City of Bedford, Texas.**

**APPROVED:**

\_\_\_\_\_  
**Jim Story, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Michael Wells, City Secretary**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Stan Lowry, City Attorney**

## **INTERLOCAL AGREEMENT**

This Interlocal Agreement (the "Agreement") is made between the local governments of Bedford, Euless, Grapevine, Haltom City, Hurst, Keller, and North Richland Hills (the "local governments") that jointly comprise an urban transit district (UTD) to operate a public transportation system within this UTD named the Northeast Transportation Services Urban Transit District ("NETSUTD").

### **PREAMBLE**

**WHEREAS**, the local governments agreed to create an urban transit district ("UTD") under Chapter 458 of the Texas Transportation Code called the Northeast Transportation Services Urban Transit District ("NETSUTD"); and

**WHEREAS**, federal and state urbanized public transportation funds may be used to provide transportation services within the described area; and

**WHEREAS**, the NETSUTD boundaries shall be within, but not wholly inclusive of, the Northeast Tarrant County area and may be changed in the future through growth of the area or withdrawal of a local government entity from this Agreement; and

**WHEREAS**, the NETSUTD is a political subdivision district under the laws of the State of Texas as defined by Chapter 458 of the Texas Transportation Code and Chapter 791 of the Texas Government Code; and

**WHEREAS**, the Agreement is made under the authority of the Interlocal Cooperation Act of 1971, as amended and codified in Chapter 791 of the Texas Government Code; and

**WHEREAS**, the governing bodies of the local governments have authorized their undersigned representatives to enter into this Agreement;

**THEREFORE**, for and in consideration of the mutual promises and covenants contained in this Agreement, it is agreed that:

### **SECTION I. Purpose**

The purpose of this Agreement is to provide for an on demand transportation service for the elderly and disabled to be operated within the Northeast Tarrant County area as recognized by the local governments, TxDOT, and the Governor of the State of Texas.

## **SECTION II. Creation of an Urban Transit District**

1. Northeast Transportation Services Urban Transportation District is hereby created as an urban transit district, and the geographical area to be served by the NETSUTD shall be within, but not wholly inclusive of, the northeast portion of Tarrant County including the corporate city limits of each participating local government, or as the area may be changed in the future by approval of the local governments.
2. NETSUTD shall supervise the performance of this Agreement and operate an on demand transportation service for the elderly and disabled within the UTD.

## **SECTION III. Governance**

1. The NETSUTD shall be exclusively governed by a board of directors (the "Board"). The City Council of each participating local government shall appoint one member to the Board which may be the City Manager, a member of City staff, or a member of the City Council.

The Board shall be authorized to oversee the operation and management of the provision of transportation services within the NETSUTD.

2. The Fort Worth Transportation Authority (the "Authority") shall be designated as the direct grant recipient authorized to be the liaison with all contractors and Federal and State regulatory agencies for all grants and contracts related to Federal and State funding on behalf of the Northeast Transportation Services Urban Transit District. The President/CEO of the Fort Worth Transportation Authority, or designee, is authorized to execute all Federal and State grants and contracts related to Federal and State Funding on behalf of the Northeast Transportation Services Urban Transit District. The NETSUTD Board must authorize all contracts and grants on behalf of the Northeast Transportation Services Urban Transit District.

## **SECTION IV. Rights and Duties**

1. Management and Operation of the System
  - a. The Board shall select an Independent Contractor ("Contractor") to manage and operate an on demand transportation service for the elderly and disabled which includes all properties, equipment, facilities, routes, and services now or hereafter existing for such purposes.
  - b. The Board shall establish operational and performance standards for the transportation service including but not limited to usage, on-time pick up, mileage, and priorities of service.
  - c. The Contractor shall submit quarterly operational and performance standard reports to the Board.
  - d. The Contractor shall employ, furnish, and supervise employees necessary for the operation of this system.

- e. The Contractor shall assume the active direction of the system including transportation, maintenance, schedule preparation, accounting, purchasing and contracting, public relations, and human resources.
- f. The use of public streets within the geographical area of the local governments shall be subject to the control of the local governments and such local governments may require the UTD to comply with city ordinances.
- g. Contractor shall submit a NETSUTD budget for approval by the local governments on an annual basis in the same form and manner as required for City Departments. The budget shall include a general budget for cost to be allocated between the participating local governments.
- h. Contractor shall maintain complete and accurate financial records of each expenditure. An audit of the funds and activities under this contract shall be made annually. The auditors performing the above described audit shall have access to and the right to examine all records and accounts and such other Contractor records and accounts as may be reasonably necessary to conduct and complete the audit.

## 2. Routes, Schedules, and Fares

- a. The Contractor shall manage, supervise, and operate the on demand transportation service in an efficient and economical manner. Contractor may operate on demand transportation service directly or by subcontract.
- b. The service shall be operated on the schedule and with fares approved by the Board.

## 3. NETSUTD to Seek Grants

- a. The local governments designate the Authority to pursue and apply for appropriate grant funding to support the NETSUTD transit system. The Authority may designate one or more persons to be solely responsible for executing grant agreements and receiving and managing grant funds.
- b. On behalf of the NETSUTD, the Authority shall be responsible for complying with the obligations and responsibilities under all grants and all accompanying certifications, assurances, and agreements made or given by the Federal Transit Administration, or the Texas Department of Transportation or other entity.
- c. The NETSUTD shall comply with all applicable laws, regulations, ordinances, rules, guidelines, and requirements of the United States and the State of Texas and the local governments within which it provides on demand transportation service.

## 4. Contributions to the NETSUTD

- a. The local governments shall provide contributions to the NETSUTD to provide local funds to match Federal and State grants and as required for the approved NETSUTD annual budget (Section IV, Article 1.g.). In addition, the cities may provide other contributions, in funds or in-kind, to the NETSUTD for the enhancement of the system.
- b. If any funds or in-kind contributions are provided by a local government, said funds or in-kind contributions may be specified by the local government to be used solely to enhance

and support the transportation services in the contributing local government geographical area. NETSUTD shall maintain accounting records that will track how the funds are used to support the public transportation service in the contributing local government geographical area. The local governments shall have the right to inspect the financial records of the NETSUTD during regular business hours to assure compliance with this Agreement.

- c. It is understood that any local share contribution shall constitute a current expense of the local government during the year in which the contribution is made and shall not be considered or construed as a debt of the local governments in contravention of a constitutional, statutory, or charter provision.

#### 5. Contracting with the NETSUTD

- a. NETSUTD may contract with local governments for the provision of support services such as fueling stations. The local governments may contract with the NETSUTD for services which the NETSUTD cannot provide through normal funding sources. The local governments may contract with NETSUTD for special services such as special event shuttle services that are not included in the day-to-day operations of the public transportation services and permissible according to Federal and State regulation. Each local government paying for such special services shall make these payments from current funds and the local governments hereby affirm that funds to pay such payments to the NETSUTD are available for the current fiscal year. NETSUTD's provision of any special contractual services shall not interfere with or reduce the quality of service being provided by the public transportation system within the NETSUTD.

#### 6. Specific Powers

- a. The NETSUTD shall have the powers of the UTD to operate the system including, but not limited to, the power to contract, to acquire and own real and personal property, and to accept and expend grant funds from governments, legal entities and individuals.
- b. The NETSUTD shall not have the power to tax, to obligate local governments, to assess local governments, or to adopt ordinances, laws, or regulations.
- c. The NETSUTD shall have the power to enter into agreements that exceed one year only with prior approval of all participating local governments.

#### 7. Legal Liability

- a. The NETSUTD shall be a government unit performing as an institution of the local governments and as authorized by Chapter 458 of the Government Code, and shall have the immunities and liabilities as provided under the Texas Civil Practices and Remedies Code.
- b. The Contractor selected by the NETSUTD shall indemnify NETSUTD and the local governments and hold them harmless from any claims, causes of action, damages, attorney fees, costs, suits, or liability. The Contractor shall obtain and maintain insurance, naming NETSUTD and the cities of Bedford, , Euless, Grapevine, Haltom City, Hurst, Keller, and North Richland Hills as additional insureds, in an amount sufficient to cover the maximum joint and several liability (if any) of all parties under the Texas Tort Claims

Act (as amended) for all claims, suits, causes of action, damages, attorney fees, and costs, arising out of or related to acts or omissions in the maintenance or operations for the provision of transportation services. The Contractor shall obtain and maintain Workers' compensation insurance in an amount sufficient to cover the statutory requirements. The Contractor shall provide certificates of insurance to parties upon request.

8. Interruption of Service

- a. The NETSUTD shall not be liable to the local governments for any failure, delay, or interruption of service or for any failure or delay in the performance of any duties and obligations under this Agreement or similar acts beyond the control of the NETSUTD.

9. Captions and Severability

- a. The descriptive captions of this Agreement are for informational purposes only and shall not limit nor affect the terms and conditions of the paragraphs.
- b. The sections, paragraphs, sentences, clauses, and phrases of this Agreement are severable, and if any designated portion is declared invalid, such invalidity shall not affect any remaining portions of this Agreement.

**SECTION V. Dissolution and Amendment**

1. Any local government may withdraw from this Agreement for the coming fiscal year upon written notice to the NETSUTD on or prior to July 1 of each year. Should a local government withdraw from this Agreement, the boundaries of the NETSUTD service area shall be revised the first day of the fiscal year (October 1) to exclude the corporate city limits of that local government. When a local government withdraws from this Agreement, the local government will forfeit its share of net assets and capital equipment acquired by NETSUTD with funds or matching funds provided through 49 United States Code, Section 5307 during the time in which the local government was a party to this Agreement.
2. The UTD, as a government unit, may be dissolved by withdrawal of all local governments. Upon dissolution, the net assets of the UTD shall be disposed in accordance with the agreement of the cities and laws of the State of Texas and the United States.
3. This Agreement amends and replaces in their entirety any prior Agreement among the local governments regarding the NETSUD.
4. This Agreement may be amended by the approval of the City Councils of each participating local government.

**SECTION VI. Effective Date and Term**

1. This Agreement shall take effect when adopted by both the City Councils of each of the participating local governments.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duty authorized representatives.

SIGNED AND AGREED TO this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**LOCAL GOVERNMENTS:**

**CITY OF BEDFORD**

By: \_\_\_\_\_  
Beverly Griffith, City Manager

**CITY OF GRAPEVINE**

By: \_\_\_\_\_  
William D. Tate, Mayor

**CITY OF EULESS**

By: \_\_\_\_\_  
Mary Lib Saleh, Mayor

**CITY OF HURST**

By: \_\_\_\_\_  
Richard Ward, Mayor

**CITY OF HALTOM CITY**

By: \_\_\_\_\_  
Richard Hutchison, Mayor

**CITY OF NORTH RICHLAND HILLS**

By: \_\_\_\_\_  
Oscar Trevino, Mayor

**CITY OF KELLER**

By: \_\_\_\_\_  
Pat McGrail, Mayor

## INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is ~~being~~ made between the local governments of Bedford, ~~Colleyville~~ Euless, Grapevine, Haltom City, Hurst, Keller, and North Richland Hills (the "local governments") ~~to create~~ that jointly comprise an urban transit district (UTD) ~~and~~ to operate a public transportation system within this UTD ~~to be~~ named the Northeast Transportation Services Urban Transit District ("NETSUTD").

### PREAMBLE

**WHEREAS**, the local governments agreed to create an urban transit district ("UTD") under Chapter 458 of the Texas Transportation Code ~~to be~~ called the Northeast Transportation Services Urban Transit District ("NETSUTD"); and

**WHEREAS**, federal and state urbanized public transportation funds may be used to provide transportation services within the described area; and

**WHEREAS**, the NETSUTD boundaries shall ~~initially~~ be within, but not wholly inclusive of, the Northeast Tarrant County area and may be changed in the future through growth of the area or withdrawal of a local government entity from this Agreement; and

**WHEREAS**, the ~~newly created~~ NETSUTD is a political subdivision district under the laws of the State of Texas as defined by Chapter 458 of the Texas Transportation Code and Chapter 791 of the Texas Government Code; and

**WHEREAS**, the Agreement is made under the authority of the Interlocal Cooperation Act of 1971, as amended and codified in Chapter 791 of the Texas Government Code; and

**WHEREAS**, the governing bodies of the local governments have authorized their undersigned representatives to enter into this Agreement;

**THEREFORE**, for and in consideration of the mutual promises and covenants contained in this Agreement, it is agreed that:

### SECTION I. Purpose

The purpose of this Agreement is to provide for an on demand transportation service for the elderly and disabled to be operated within the Northeast Tarrant County area as recognized by the local governments, TxDOT, and the Governor of the State of Texas.

## SECTION II. Creation of an Urban Transit District

1. Northeast Transportation Services Urban Transportation District is hereby created as an urban transit district, and the geographical area to be served by the NETSUTD shall be within, but not wholly inclusive of, the northeast portion of Tarrant County including the corporate city limits of each participating local government, or as the area may be changed in the future by approval of the local governments.
2. NETSUTD shall supervise the performance of this Agreement and operate an on demand transportation service for the elderly and disabled within the UTD.

## SECTION III. Governance

1. The NETSUTD shall be exclusively governed by a board of directors (the "Board"),<sup>5</sup> ~~composed as follows: during the first year of this Agreement, the City Manager of each of the participating local governments shall serve on the Board. After the first year of this Agreement, the~~ The City Council of each participating local government shall appoint one member to the Board which may be the City Manager, a member of City staff, or a member of the City Council.

The Board shall be authorized to oversee the operation and management of the provision of transportation services within the NETSUTD.

- ~~1. The City of Grapevine shall be designated as the lead agency with regard to Federal funding and authorized to act as the liaison with all contractors and Federal regulatory agencies and for the City Manager of Grapevine, or the City Manager's designee, to execute all Federal contracts and grants on behalf of the Northeast Transportation Services Urban Transit District. All Federal contracts and grants must first be approved by the NETSUTD Board.~~
- ~~2. The City of North Richland Hills shall be designated as the lead agency with regard to State funding and authorized to act as the liaison with all contractors and State regulatory agencies and for the City Manager of North Richland Hills, or the City Manager's designee, to execute all Federal contracts and grants on behalf of the Northeast Transportation Services Urban Transit District. All State contracts and grants must first be approved by the NETSUTD Board.~~
2. The Fort Worth Transportation Authority (the "Authority") shall be designated as the direct grant recipient authorized to be the liaison with all contractors and Federal and State regulatory agencies for all grants and contracts related to Federal and State funding on behalf of the Northeast Transportation Services Urban Transit District. The President/CEO of the Fort Worth Transportation Authority, or designee, is authorized to execute all Federal and State grants and contracts related to Federal and State Funding on behalf of the Northeast Transportation Services Urban Transit District. The NETSUTD Board must authorize all contracts and grants on behalf of the Northeast Transportation Services Urban Transit District.

## SECTION IV. Rights and Duties

### 1. Management and Operation of the System

- a. The Board shall select an Independent Contractor ("Contractor") to manage and operate an on demand transportation service for the elderly and disabled which includes all properties, equipment, facilities, routes, and services now or hereafter existing for such purposes.
- b. The Board shall establish operational and performance standards for the transportation service including but not limited to usage, on-time pick up, mileage, and priorities of service.
- c. The Contractor shall submit quarterly operational and performance standard reports to the Board.
- d. The Contractor shall employ, furnish, and supervise employees necessary for the operation of this system.
- e. The Contractor shall assume the active direction of the system including transportation, maintenance, schedule preparation, accounting, purchasing and contracting, public relations, and human resources.

~~f. Management and operation of the system shall be provided from one or more principal offices located within the UTD and approved by the Board.~~

~~g.f.~~ The use of public streets within the geographical area of the local governments shall be subject to the control of the local governments and such local governments may require the UTD to comply with city ordinances.

~~h.g.~~ Contractor shall submit a NETSUTD budget for approval by the local governments on an annual basis in the same form and manner as required for City Departments. The budget shall include a general budget for cost to be allocated between the participating local governments.

~~i.h.~~ Contractor shall maintain complete and accurate financial records of each expenditure. An audit of the funds and activities under this contract shall be made annually. The auditors performing the above described audit shall have access to and the right to examine all records and accounts and such other Contractor records and accounts as may be reasonably necessary to conduct and complete the audit.

### 2. Routes, Schedules, and Fares

- a. The Contractor shall manage, supervise, and operate the on demand transportation service in an efficient and economical manner. Contractor may operate on demand transportation service directly or by subcontract.
- b. The service shall be operated on the schedule and with fares approved by the Board.

### 3. NETSUTD to Seek Grants

- a. The local governments ~~shall designate the Authority to~~ pursue and apply for appropriate

grant funding to support the NETSUTD transit system. The ~~Board~~ Authority may designate one or more persons to be solely responsible for executing grant agreements and receiving and managing grant funds.

- b. On behalf of The-the NETSUTD, the Authority shall be responsible for complying with the obligations and responsibilities under all grants and all accompanying certifications, assurances, and agreements made or given by the Federal Transit Administration, or the Texas Department of Transportation or other entity.
- c. The NETSUTD shall comply with all applicable laws, regulations, ordinances, rules, guidelines, and requirements of the United States and the State of Texas and the local governments within which it provides on demand transportation service.

#### 4. Contributions to the NETSUTD

- a. ~~The local governments may provide contributions, in funds or in-kind, to the NETSUTD for the enhancement of the system. The local governments will provide \$0.50 per capita on an annual basis for the local share of the operating cost. The local governments shall provide contributions to the NETSUTD to provide local funds to match Federal and State grants and as required for the approved NETSUTD annual budget (Section IV, Article 1.g.). In addition, the cities may provide other contributions, in funds or in-kind, to the NETSUTD for the enhancement of the system. The NETSUTD may use such contributions as matching funds as allowed by law.~~
- b. If any funds or in-kind contributions are provided by a local government, said funds or in-kind contributions may be specified by the local government to be used solely to enhance and support the transportation services in the contributing local government geographical area. NETSUTD shall maintain accounting records that will track how the funds are used to support the public transportation service in the contributing local government geographical area. The local governments shall have the right to inspect the financial records of the NETSUTD during regular business hours to assure compliance with this Agreement.
- c. It is understood that any local share contribution shall constitute a current expense of the local government during the year in which the contribution is made and shall not be considered or construed as a debt of the local governments in contravention of a constitutional, statutory, or charter provision.

#### 5. Contracting with the NETSUTD

- a. NETSUTD may contract with local governments for the provision of support services such as fueling stations. The local governments may contract with the NETSUTD for services which the NETSUTD cannot provide through normal funding sources. The local governments may contract with NETSUTD for special services such as special event shuttle services that are not included in the day-to-day operations of the public transportation services and permissible according to Federal and State regulation. Each local government paying for such special services shall make these payments from current funds and the local governments hereby affirm that funds to pay such payments to the NETSUTD are available for the current fiscal year. NETSUTD's provision of any special contractual services shall not interfere with or reduce the quality of service being provided by the public transportation system within the NETSUTD.

## 6. Specific Powers

- a. The NETSUTD shall have the powers of the UTD to operate the system including, but not limited to, the power to contract, to acquire and own real and personal property, and to accept and expend grant funds from governments, legal entities and individuals.
- b. The NETSUTD shall not have the power to tax, to obligate local governments, to assess local governments, or to adopt ordinances, laws, or regulations.
- c. The NETSUTD shall have the power to enter into agreements that exceed one year only with prior approval of all participating local governments.

## 7. Legal Liability

- a. The NETSUTD shall be a government unit performing as an institution of the local governments and as authorized by Chapter 458 of the Government Code, and shall have the immunities and liabilities as provided under the Texas Civil Practices and Remedies Code.
- b. The Contractor selected by the NETSUTD shall indemnify NETSUTD and the local governments and hold them harmless from any claims, causes of action, damages, attorney fees, costs, suits, or liability. The Contractor shall obtain and maintain insurance, naming NETSUTD and the cities of Bedford, Colleyville, Euless, Grapevine, Haltom City, Hurst, Keller, and North Richland Hills as additional insureds, in an amount sufficient to cover the maximum joint and several liability (if any) of all parties under the Texas Tort Claims Act (as amended) for all claims, suits, causes of action, damages, attorney fees, and costs, arising out of or related to acts or omissions in the maintenance or operations for the provision of transportation services. The Contractor shall obtain and maintain Workers' compensation insurance in an amount sufficient to cover the statutory requirements. The Contractor shall provide certificates of insurance to parties upon request.

## 8. Interruption of Service

- a. The NETSUTD shall not be liable to the local governments for any failure, delay, or interruption of service or for any failure or delay in the performance of any duties and obligations under this Agreement or similar acts beyond the control of the NETSUTD.

## 9. Captions and Severability

- a. The descriptive captions of this Agreement are for informational purposes only and shall not limit nor affect the terms and conditions of the paragraphs.
- b. The sections, paragraphs, sentences, clauses, and phrases of this Agreement are severable, and if any designated portion is declared invalid, such invalidity shall not affect any remaining portions of this Agreement.

**SECTION V. Dissolution and Amendment**

1. Any local government may withdraw from this Agreement for the coming fiscal year upon written notice to the NETSUTD on or prior to July 1 of each year. Should a local government withdraw from this Agreement, the boundaries of the NETSUTD service area shall be revised the first day of the fiscal year (October 1) to exclude the corporate city limits of that local government. When a local government withdraws from this Agreement, the local government will forfeit its share of net assets and capital equipment acquired by NETSUTD with funds or matching funds provided through 49 United States Code, Section 5307 during the time in which the local government was a party to this Agreement.
2. The UTD, as a government unit, may be dissolved by withdrawal of all local governments. Upon dissolution, the net assets of the UTD shall be disposed in accordance with the agreement of the cities and laws of the State of Texas and the United States.

3. This Agreement amends and replaces in their entirety any prior Agreement among the local governments regarding the NETSUD.

~~3.4.~~ This Agreement may be amended by the approval of the City Councils of each participating local government.

**SECTION VI. Effective Date and Term**

1. This Agreement shall take effect when adopted by both the City Councils of each of the participating local governments.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duty authorized representatives.

SIGNED AND AGREED TO this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**LOCAL GOVERNMENTS:**

**CITY OF BEDFORD**

By: \_\_\_\_\_  
| ~~John F. Murphy~~ Jim Story, Mayor

**CITY OF GRAPEVINE**

By: \_\_\_\_\_  
William D. Tate, Mayor

**CITY OF EULESS**

By: \_\_\_\_\_  
| Mary Lib Saleh, Mayor

**CITY OF HURST**

By: \_\_\_\_\_  
Richard Ward, Mayor

**CITY OF HALTOM CITY**

By: \_\_\_\_\_  
| ~~Calvin White~~ Richard Hutchison, Mayor

**CITY OF NORTH RICHLAND HILLS**

By: \_\_\_\_\_  
| \_\_\_\_\_ Oscar Trevino, Mayor

**CITY OF KELLER**

By: \_\_\_\_\_  
| ~~Dave Phillips~~ Pat McGrail, Mayor

**SUMMARY OF CHANGES IN INTERLOCAL AGREEMENT July 2011**

<b>Section &amp; Article</b>	<b>Revision</b>	<b>Reason for Revision</b>
Intro	<ul style="list-style-type: none"> <li>Original language <u>created</u> NETSUTD in 2002. Modifications to place in continuing context.</li> <li>Remove reference to Colleyville, no longer a member</li> </ul>	Edits
Preamble	<ul style="list-style-type: none"> <li>Original language <u>created</u> NETSUTD in 2002. Modifications to place in continuing context.</li> </ul>	Edits
<b>Section III Governance</b>		
Article 1	<ul style="list-style-type: none"> <li>The Board was defined for the first year of the Agreement. Modifications to place in continuing context.</li> </ul>	Edits
Articles 2 and 3	<ul style="list-style-type: none"> <li>Delete Grapevine and North Richland Hills as the designated lead agencies for grant contracts.</li> </ul>	Action 2011
New Article 2	<ul style="list-style-type: none"> <li>Name Fort Worth Transportation Authority as the direct recipient for NETS grant contracts</li> </ul>	Action 2011
<b>Section IV Rights and Duties</b>		
Original Article 1.f.	<ul style="list-style-type: none"> <li>Delete to reference to contractor outside NETSUTD area (deleted by Amendment 2003)</li> </ul>	Reconcile action taken in 2003
Article 2.a.	<ul style="list-style-type: none"> <li>Add statement Contractor may operate on demand transportation service directly or by subcontract</li> </ul>	Reconcile with actual practice Action 2011
Article 3.a.	<ul style="list-style-type: none"> <li>Revise to reconcile to the responsibilities of the Authority pursuant to Section III, (New) Article 2</li> </ul>	Action 2011
Article 4	<ul style="list-style-type: none"> <li>Delete the 2003 Amendment to specify \$0.50 per capita and add language: The local governments shall provide contributions to the NETSUTD to provide local funds to match federal and state grants and as required for the approved NETSUTD annual budget (as required by Section IV, Article 1.g.). In addition, the cities may provide other contributions, in funds or in-kind, to the NETSUTD for the enhancement of the system.</li> </ul>	Action 2011
Article 5	<ul style="list-style-type: none"> <li>Add phrase “permissible according to Federal and State regulation”</li> </ul>	Ensure no conflict with Federal charter regulations
Article 7	<ul style="list-style-type: none"> <li>Remove reference to Colleyville, no longer a member</li> </ul>	Edit
<b>Section V. Dissolution and Amendment</b>		
Article 3	<ul style="list-style-type: none"> <li>Add statement “3. This Agreement amends and replaces in their entirety any prior Agreement among the local governments regarding the NETSUTD.</li> </ul>	Confirms the revised ILA
Local Governments	<ul style="list-style-type: none"> <li>Update Mayor Names</li> </ul>	Edit



# Council Agenda Background

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## ITEM:

### Council member reports:

- ✓ Mayor Story
  - a) Report on Tarrant County Mayors Council meeting of August 1.
  - b) Report on the Summer Reading Awards Program at the Library on August 6.
  - c) Report on Emergency Management Training.

## DISCUSSION:

N/A

## RECOMMENDATION:

N/A

## FISCAL IMPACT:

N/A

## ATTACHMENTS:

Letters of Request

## Jakubik, Megan

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**From:** Story, Jim [REDACTED]  
**Sent:** Wednesday, August 10, 2011 3:58 PM  
**To:** Jakubik, Megan  
**Subject:** FW: Agenda Item

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**From:** Story, Jim  
**Sent:** Wednesday, August 10, 2011 3:55 PM  
**To:** 'michael.wells@bedfordtx.gov'  
**Cc:** 'beverly.griffith@bedfordtx.gov'  
**Subject:** Agenda Item

Will you please place the following on the council agenda for August 23, 2011, under Mayor's Report:

1. Report on Tarrant County Mayors Council meeting of August 1.
2. Report on Summer Reading Awards Program at the library on August 6.

Jim Story

**Jakubik, Megan**

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**From:** Wells, Michael  
**Sent:** Monday, August 15, 2011 12:35 PM  
**To:** Jakubik, Megan  
**Subject:** Agenda item

On behalf of Mayor Story,

For the Council meeting on August 23, please add the following item:

Mayor's report on Emergency Management Training.

Michael Wells  
City Secretary  
City of Bedford

Sent from my HTC on the Now Network from Sprint!