

AGENDA

**Regular Meeting of the Bedford City Council
Tuesday, October 27, 2015
Bedford City Hall Building A
2000 Forest Ridge Drive
Bedford, Texas 76021**

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

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

COUNCIL CHAMBER WORK SESSION

- Review and discuss items on the regular agenda and consider placing items for approval by consent.
- Presentation of Simple Recycling Program.

EXECUTIVE SESSION

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

- a) Pursuant to Section 551.087, receive an update on recent economic development activity.
- b) Pursuant to Section 551.071(2), consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code – Apartment Inspection Fees.

REGULAR SESSION

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Dr. Jerry Chism, Martin United Methodist Church)

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS/UPCOMING EVENTS

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. Employee Service Awards.
2. Proclamation declaring November 2015 as American Diabetes Month in the City of Bedford.

APPROVAL OF THE MINUTES

3. Consider approval of the following City Council minutes:

a) October 13, 2015 regular session

NEW BUSINESS

4. Consider a resolution authorizing the Beautification Commission to recognize Fort Worth Community Credit Union, Lupe's Tex Mex Grill, Mexican Inn Café, St. Michael's Catholic Church and the Cimarron Shopping Center for maintaining, improving, and/or keeping their property visually attractive to the community.
5. Consider a resolution authorizing the City Manager to enter into an agreement with Active Network, LLC for the implementation of ActiveNet recreation software at the Senior Center, Bedford Splash, and the Boys Ranch Activity Center in the amount of \$14,772.50.
6. Consider a resolution authorizing the City Manager to purchase nine replacement radars for the Police Department in the amount of \$16,865.68 through Kustom Signals, Inc. utilizing the HGAC Cooperative Purchasing Agreement.
7. Consider a resolution in support of statewide Proposition 7 for increased State funding for transportation.
8. Consider a resolution appointing members to Bedford's Citizen Boards and Commissions.
9. Report on most recent meeting of the following Boards and Commissions:
 - ✓ Animal Shelter Advisory Board - Councilmember Fisher
 - ✓ Beautification Commission - Councilmember Turner
 - ✓ Community Affairs Commission - Councilmember Farco
 - ✓ Cultural Commission - Councilmember Champney
 - ✓ Library Advisory Board - Councilmember Farco
 - ✓ Parks and Recreation Board - Councilmember Sartor
 - ✓ Teen Court Advisory Board - Councilmember Gebhart
 - ✓ Senior Citizen Liaison - Councilmember Turner
10. Council member Reports
11. City Manager/Staff Reports

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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, October 23, 2015 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

Michael Wells, City Secretary

Date Notice Removed

(Auxiliary aids and services are available to a person when necessary to afford an equal opportunity to participate in City functions and activities. Auxiliary aids and services or accommodations must be requested in writing to the City Secretary's Office a minimum of seventy-two hours (72) hours prior to the scheduled starting time of the posted meeting. Requests can be delivered in person or mailed to the City Secretary's Office at 2000 Forest Ridge Drive, Bedford, TX 76021, or emailed to mwells@bedfordtx.gov. Some requests may take longer due to the nature, extent and/or availability of such auxiliary aids, services or accommodations.)



Council Agenda Background

PRESENTER: Meg Jakubik, Strategic Services Manager &
Sonny Wilkins, Simple Recycling

DATE: 10/27/15

Work Session

ITEM:

Presentation of Simple Recycling Program.

City Manager Review: _____

DISCUSSION:

Simple Recycling is a free curbside clothing and home goods recycling program. Residents would be provided with specially designed recycling collection bags that would be picked-up each week on the residents' current recycling collection day. This program complements the City's current recycling program by collecting items that are not permissible in the regular recycling and otherwise often end up in the landfill. There is no cost to the residents or the City with this program.

Sonny Wilkins with Simple Recycling will present an overview of the program and answer any questions. Attached is information regarding the program and a sample contract. If the Council is of a consensus to move forward with the program, staff will place an item on the December 8, 2015 Council meeting.

ATTACHMENTS:

Information Packet
Sample Contract



**FREE CURBSIDE
CLOTHING & HOME GOODS
RECYCLING PROGRAM**

FREE

**TURN
KEY**

**SIMPLE
& EASY**

**SAVE \$
MAKE \$**

Who is Simple Recycling?

We have over 50 years of experience in clothing & household discard collection

Our sister company manages clothing & household discard donation programs in partnership with non-profit organizations¹

Environmental Impact Facts

Clothing, Appliances, Durables, & Furniture account for 15% of local waste stream



**85% OF TEXTILES
ARE NOT RECYCLED
OR DONATED**



**EPA ESTIMATES
70 LBS./PERSON OF CLOTHING
ARE THROWN AWAY EACH YEAR**

(YOUR CITY'S POPULATION X 70LBS = MILLIONS OF LBS./YEAR)

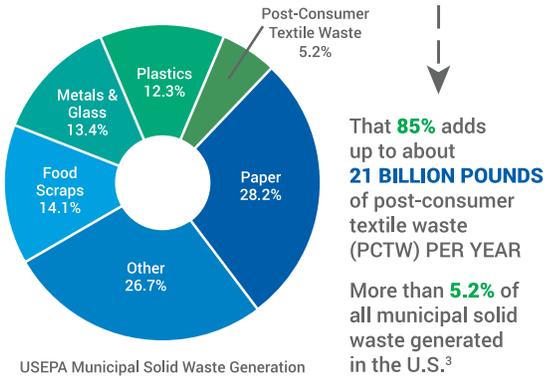
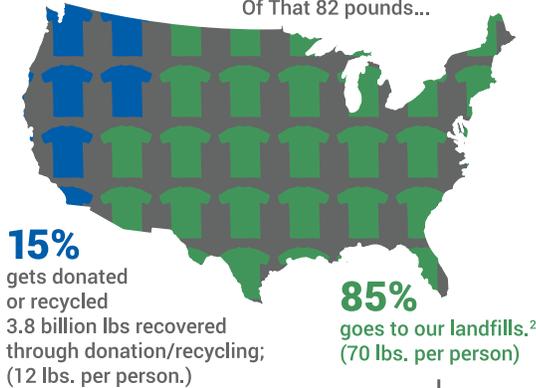
Source:
1. <http://www.weardonaterecycle.org>

THE FACTS ABOUT TEXTILE WASTE

The U.S. generates an average of **25 BILLION POUNDS** of textiles* per year.¹ → That's about **82 POUNDS** per U.S. resident.

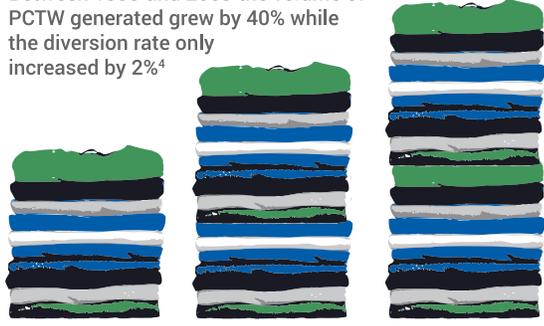
* Textiles includes clothing, footwear, accessories, towels, bedding, drapery, etc.

Of That 82 pounds...



AND THIS AMOUNT IS GROWING

Between 1999 and 2009 the volume of PCTW generated grew by 40% while the diversion rate only increased by 2%⁴



This Model has been Tested & Proven

Excerpt from USA Today, April 23, 2013 -

"Clothes recycling is going curbside in more U.S. towns as global prices rise for the used apparel, shoes and linens that Americans often toss in the trash.

Since September, more than a dozen local governments -- in Arizona, Massachusetts, New Jersey, Pennsylvania and Washington State -- have begun curbside pickup of textiles, often in special bags next to bins containing paper and cans."²



Source:
2. <http://www.usatoday.com/story/news/nation/2013/04/20/recycling-clothes-expands-curbside/2092351/>



COST TO YOUR RESIDENTS = \$0
COST TO YOUR CITY = \$0



Details & Logistics

Simple Recycling provides:

- Free residential curbside pickup service
- Specially designed recycling collection bags
- All informational materials
- All trucking, pickup expenses & program management
- Local jobs
- All related insurance coverage
- Drop boxes in locations of city's choosing (if desired)

Your city provides:

- Supplemental notification & information to residents



THE LIFE CYCLE OF SECONDHAND CLOTHING



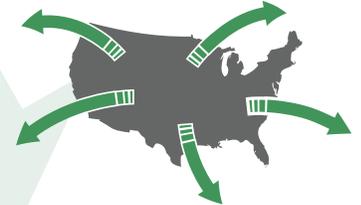
WHAT HAPPENS TO YOUR RECYCLED USED CLOTHING?

Once a resident determines that their clothing, shoes, handbags, or household textiles have reached the end of their useful life, materials are collected by Simple Recycling and collected clothing is sorted and graded for condition.



45%

Reused and Repurposed
Majority exported as secondhand clothing.



10-20%

Top quality materials are sold to local thrift stores where they create access to low cost clothing and jobs for local residents.



30%

Recycled and Converted
Reclaimed wiping rags are used in various ways as industrial and residential absorbents.



80%

The vast majority of clothing collected is not resaleable in the U.S. so it is further sorted for international export or broken down for raw materials.



20%

Recycled into Fiber
Post-consumer fiber is used to make home insulation, carpet padding, and raw material for the automotive industry.



Only **5%** ends up as waste.

Thrift industry employs nearly 100,000 workers in the U.S. with over \$1 billion wages paid. In addition, private sector recyclers create an additional 15,000 to 20,000 jobs nationally.¹

WE MAKE IT SIMPLE TO DRAMATICALLY REDUCE TEXTILE WASTE.

Source:
1. "Textile Recycling in the U.S." Report submitted to SMART by Dr. Jana Hawley PhD, Univ. of Missouri 2009

www.SimpleRecycling.com • Info@SimpleRecycling.com

AGREEMENT FOR COLLECTION OF SOFT RECYCLABLES

This Agreement for the Collection of Soft Recyclables ("Agreement") is made and entered into this ___ day of _____, 2015, by and between the **MUNICIPALITY**, Texas (herein referred to as "**SHORT NAME**") a municipal solid waste authority with a business location at _____, **MUNICIPAL ADDRESS**, Tx, and Great Lakes Recycling, Inc. dba Simple Recycling, an Ohio corporation (which with its successors and assigns is herein referred to as "Contractor") with a business address at 5425 Naiman Parkway, Solon, OH 44139.

WITNESSETH:

WHEREAS, Contractor is skilled and experienced in the collection and efficient recycling and disposition of Soft Recyclables; and

WHEREAS, **CITY** desires to limit and restrict the quantity of Soft Recyclables which are deposited in the landfill; and

WHEREAS, **CITY** has selected Contractor to collect, identify, haul, recycle and/or dispose of Soft Recyclables in the Service Area; and

WHEREAS, Contractor can provide such services and is in the business of and has the expertise, experience, resources and capability to perform the collecting, identifying, packaging, hauling, recycling and/or disposing of Soft Recyclables; and

Now, THEREFORE, in consideration of the premises and material promises set forth below and other consideration the receipt and sufficiency of which is hereby acknowledged by the parties, Contractor and **CITY** (herein collectively called the "Parties") hereby agree as follows:

1. **Term.** The term of this Agreement shall begin upon approval by **CITY** and continue for an initial four (4) year term. At the end of the initial four (4) year term Contractor and **CITY** have the right to renew for an additional four (4) year term upon mutual agreement. Unless either Party provides written notice to the other Party at least sixty (60) days prior to the end of the initial term or any renewal thereof, the term shall automatically renew for an unlimited number of one-year terms. During the term, Contractor shall have the sole and exclusive rights to pick up Soft Recyclables in the Service Area through municipal contracted pick up.

2. **Termination and Breach.** Either party may terminate this Agreement without cause upon forty-five (45) days written notice. Should **CITY** elect to terminate this Agreement without cause under the aforementioned provisions or if CONTRACTOR terminates this agreement for-cause, it shall not enter into any other Soft Recyclables program in the Service Area for a period of three (3) years unless undertaken with the Contractor, unless said restriction is waived in advance, in writing by the Contractor. However, should **CITY** elect to terminate this Agreement for-cause due to an uncured breach of the Contractor, **CITY** shall not be precluded from entering into any other agreements for the collection, identification, packaging, hauling, recycling and/or disposing of Soft Recyclables.

In the event of a breach of the terms and conditions of this Agreement by either Party hereunder, the non-breaching Party may elect to terminate this Agreement upon providing the defaulting Party with a written notice of such default, and allowing the breaching Party a period of thirty (30) days from and after the date of such notice to cure the breach complained of to the satisfaction of the non-breaching Party. In the event said breach is not cured within said thirty (30) day period, this Agreement shall be terminated (for-cause) as of the last day of said period. In the event **CITY** is the non-defaulting party, Contractor agrees to furnish services under this Agreement until such time as another Soft Recyclables collection and disposal contractor can be selected by **CITY**.

3. Collection Schedule. Contractor shall divide the Service Area into collection areas to coincide with **CITY** collection dates. Collections shall be made from Service Recipients on a **regular schedule on the same day every week** in accordance with the existing recycling pickup schedule; however, Contractor reserves the right to alter the frequency of the scheduled pickups on an as needed basis.

Contractor shall not be required to perform any service under this Agreement on Holidays. Following all Holidays, each Service Recipient shall receive collection service on the day following its normally scheduled collection with the weeks work to be finished by Saturday. For a Monday Holiday, Monday through Friday collection shall be rescheduled for Tuesday through Saturday. For a Thursday Holiday, Thursday and Friday collection shall be rescheduled for Friday and Saturday. For a Friday Holiday, Friday collection shall be rescheduled for Saturday. (**Please provide city holiday schedule)

4. Collection. Contractor shall collect all acceptable set-outs of Soft Recyclables set-out for recycling and collection by Residential Customers. The decision of what is an "acceptable" Soft Recyclable shall be made in the reasonable discretion of Contractor. No service is provided to Commercial Customers and in no event shall Contractor be required to accept any Excluded Items (excluded items include, but are not limited to the following items: garbage, hazardous waste, carpet, newspapers, mattresses, large furniture, large appliances, yard waste). Contractor must collect all Soft Recyclables set out in the Recycling Container. Contractor shall *not* be responsible for collecting Soft Recyclables which have fallen or been placed Curbside but are not in a Container. Contractor agrees to operate collection vehicles in such a manner to prevent materials from being blown from the vehicle. If at any time during collection and transport, Soft Recyclables are spilled onto a street, sidewalk, or private property, Contractor shall clean up and place in the collection vehicle all Soft Recyclables before the vehicle proceeds to the next stop on the collection route or shall promptly make all other reasonably necessary arrangements for the immediate clean up of spilled Soft Recyclables. Contractor agrees to remove and dispose of all Soft Recyclables at no cost to **CITY**. Contractor may interrupt the regular schedule and quality of service because of street repairs, snow or other closures of public routes, which in Contractor's reasonable discretion make the pick-up of the Soft Recyclables from a Service Recipient impracticable under the circumstances.

5. Contamination and Improper Set Out. If Contractor encounters any improperly packaged Soft Recyclables or other contaminants in the Container, Contractor may leave those

materials in the Container or remove them from the Container and leave them Curbside. Contractor must place a tag on the contaminant(s) that is not collected, collect the acceptable items, and leave contaminants at Curbside.

6. Set Out Procedures. Residents shall place Soft Recyclables into Containers and place Containers at Curbside for collection. Overflow material shall be placed adjacent to the Container(s) in plastic bags or other easily handled container. Soft Recyclables shall not be set out in tied bundles. Contractor must collect all Soft Recyclables that are set out in this manner and are placed within seven (7) feet of the Curbside. Containers shall be placed in a manner that will not interfere with or endanger the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Soft Recyclables not set out in accordance with this paragraph.

7. Ownership. Soft Recyclables set out for collection on the regularly scheduled collection day shall belong to Contractor from the time of its set out. Soft Recyclables physically collected by Contractor shall be deemed acceptable Soft Recyclables for the purposes of its obligations under this Agreement.

8. Inventory of Containers. During the term of this Agreement, Contractor shall purchase (at its sole cost) and maintain an inventory of acceptable and approved Containers for distribution to Service Recipients. Prior to commencement of this Agreement, Contractor shall provide new Containers to each Service Recipient. Containers shall initially be delivered to Service Recipients with an informational brochure on the recycling collection program (of Soft Recyclables) produced and printed by the contractor and approved by **CITY**.

9. Missed Collections and Complaints. Service Recipients shall be instructed to report missed collections and complaints to Contractor. Contractor shall give prompt and courteous attention to all reported missed collections and complaints.

10. Contractor's Cost and Equipment. Contractor agrees to furnish all labor, equipment, tools, and services required and necessary for the collection and disposal of Soft Recyclables within the Service Area and provide qualified supervisory personnel to direct the activities of Contractor under this Agreement. All equipment used by Contractor shall be kept and maintained in a clean and professional manner.

11. Contractor's Fee. Contractor shall pay to **CITY** a contract fee of One Cent (\$0.01) per pound of gross receipts of Soft Recyclables in the Service Area. Payments shall be made to **CITY** not less than thirty (30) days following the close of each calendar month during the term of this Agreement. Weight shall be collected and documented upon completion of each collection day.

12. Publication Information and Education Program. **CITY** shall plan and coordinate a public education and information program to inform Service Recipients of this recycling program the contents of which and the dates shall be approved in advance by Contractor. Contractor may distribute its own promotional materials subject to **CITY** approval. Contractor shall participate in **CITY** directed promotion and education efforts as outlined below:

1. During the course of the routine recycling pick up, provide and distribute notices regarding rejected materials and proper set out procedures.
2. Training of employees to deal courteously with customers on the telephone and on-route to promote the collection service and explain proper material preparation.
3. Coordinate with **CITY** for distribution of written promotional and instructional materials directly to Service Recipients.
4. Be available a minimum of two times per year to participate in promoting the collection service at an area fair, neighborhood association program, school, or community event.
5. Provide advice to **CITY** on promotion and education material content and presentation.

13. Telephone and Customer Service. Contractor shall maintain and adequately staff a local toll-free telephone number where complaints of Service Recipients shall be received, recorded and handled to the best of Contractor's abilities, between the hours of 9:00 AM and 4:30 PM Monday through Friday excluding Holidays. Typically, all "call backs" shall be attempted a minimum of one time prior to 6:00 p.m. on the day of the call. If the caller is not contacted on the first attempt, Contractor shall make subsequent attempts on the next working day after the original call. Contractor shall make a minimum of three (3) attempts within twenty-four (24) hours of the receipt of the call. All attempts to contact the caller shall be recorded on the log kept by Contractor.

14. Marketing and Disposition of Recyclable Material. Contractor shall be solely responsible for the marketing and sale of collected Soft Recyclables, and shall be solely responsible for the storage and disposition of the Soft Recyclables in the event it is unable to sell the Soft Recyclables in a timely manner.

15. Insurance. During the term of this Agreement Contractor agrees to keep in force, with an insurance company licensed to transact business in the state of Texas, an "occurrence basis" insurance policy or policies indemnifying, defending and saving harmless **CITY** from all damages (except for damages caused by **CITY's** own negligence, willful misconduct or failure) which may be occasioned to any person, firm, or corporation, whether damages are by reason of any willful or negligent act or acts on part of Contractor, its agents or employees, with limits no less than:

- a. General Liability: One Million and no/100 Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage.
- b. Vehicle Liability: Two Million and no/100 Dollars (\$2,000,000.00) combined single limit per accident for bodily injury and property damage.
- c. Worker's Compensation/Industrial Insurance: Limits as required by the State of Texas.

The general liability provisions in automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (i) **CITY**, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by Contractor.

- (ii) Contractor's insurance coverage shall be primary insurance as CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to CITY, its officers, officials, employees, or volunteers.
- (iv) Contractor's insurance shall apply separate to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, nor reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to CITY.

16. Indemnification and Hold Harmless. Except for CITY'S own negligence, willful misconduct or failures, Contractor shall save, keep, and hold harmless CITY, its officers, agents, employees, and volunteers from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of Contractor, any of Contractor's employees, or any subcontractor. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Contractor and CITY, its members, officers, employees, and agents, Contractor's liability hereunder shall be only to the extent of Contractor's negligence. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

17. Compliance with Law. Contractor agrees to comply with all published ordinances, laws, rules, and regulations, together with amendments thereto, of the State of Texas, the United States of America, or CITY pertaining to the services to be performed hereunder.

18. Taxes. Contractor agrees to save CITY harmless from any and all taxes or assessments of any kind or nature levied by any political subdivision upon Contractor by reason of services rendered for Soft Recyclables and disposal for CITY.

19. Employee Conduct. All Contractor personnel must maintain a courteous and respectful attitude toward the public at all times. At no time must they solicit, request or receive gratuities of any kind. Contractor must direct its employees to avoid loud and/or profane language at all times during the performance of duties. Any employee of Contractor who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, or discourteous must be removed from service under this contract by Contractor.

20. Monthly Reports. Contractor shall provide monthly project status reports. These reports will be due within fifteen (15) days of the close of the month being reported. At a minimum, the reports shall include detailed data to allow analysis of collection and processing efficiencies including pounds of Soft Recyclables collected in the prior month and the payment of the required fee to CITY.

21. **Inspections.** Upon reasonable advanced request, CITY reserves the right to inspect the facilities, equipment and operations of Contractor to assure itself of the appearance and compliance with contractual provisions of this Agreement. Upon reasonable advance request, CITY reserves the right to review the records kept on the Soft Recyclables collected under the terms of this Agreement to test and validate the weights claimed. CITY agrees to notify Contractor, in writing, at least forty-eight (48) hours prior to such inspections and shall indicated the reasonable basis for requesting the inspection.

22. **Meetings and Communications.** In order to minimize problems and to provide thereafter a forum for discussing and resolving any issues that may arise, the parties agree to meet on a regular basis and to adopt communications procedures as follows:

Meetings After Collection Begins. After the Collections begin, meetings shall be held at least on a quarterly basis, unless otherwise mutually agreed to, between representatives of the parties. Such meetings shall be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information and public relations.

Designation of Representatives. Each party shall send at least one representative to each meeting. CITY shall send to each meeting at least one staff member with operation expertise. Each party shall designate one, and only one, representative as its Lead Representative. If a party sends only one representative to any meeting, that person shall be conclusively presumed to be its lead representative.

23. **Compliance with Laws and Regulations.** Contractor agrees that, in performance of work and services under this contract, Contractor will qualify under and comply with any and all known federal, State and local laws and regulations now in effect, or hereafter enacted during the term of this contract, which are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

24. **Severability.** Should one or more of the provisions of this Agreement be held by any to court to invalid, void or unenforceable, the remaining provisions shall nevertheless remain and continue in full force and effect, provided that the continuation of such remaining provisions does not materially change the original intent of this Agreement.

25. **Independent Contractor Status.** In the performance of services pursuant to this Agreement, Contractor shall be an independent contractor and not an officer, agent, servant or employee of CITY. Contractor shall have exclusive control over the details of the service and work performed and over all persons performing such service and work. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, Contractors and subcontractors, if any. Neither Contractor nor its officers, agents, employees or subcontractors shall obtain any right to retirement benefits, Workers' Compensation benefits, or any other benefits which accrue to CITY employees and Contractor expressly waives and claim it may have or acquire to such benefits.

26. **No Assignment.** This Agreement, or any interest herein, shall not be transferred, sold, nor assigned by either Party to any person, firm, or corporation, without the prior written consent of the other Party.

27. Definitions.

Commercial Customer: The term "Commercial Customer" means non-residential customers, including businesses, public or private schools, institutions, governmental agencies and all other users of commercial-type Garbage collection services.

Container: The term "Container" means Contractor supplied bag, box or bin for the Residential Customer to place Soft Recyclables.

Contractor: The word "Contractor" means Great Lakes Recycling, Inc. dba Simple Recycling which has contracted with CITY to collect and dispose of Soft Recyclables.

Curb or Curbside: The words "Curb" or "Curbside" relate to the homeowners' property, within five (5) feet of the Public Street or Private Road without blocking sidewalks, driveways or on-street parking. If circumstances preclude such a Curbside shall be considered a placement suitable to the resident, convenient to Contractor's equipment, and mutually agreed to by CITY and Contractor.

Date of Commencement: The term "Date of Commencement" means the date that Contractor agrees to commence the provision of collection and other services as described throughout this Agreement.

Date of Execution: The term "Date of Execution" means the date that this Agreement is approved by CITY and executed by a designated and authorized representative.

Excluded Items: The term "Excluded Items" means Garbage, Hazardous Waste, large furniture, large appliances such as refrigerators, stoves, washers and dryers, magazines, newspapers, car seats, cribs, mattresses, paint, tires, cleaners, etc. and any item heavier than fifty (50) pounds.

Garbage: The term "Garbage" means all putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, grass, yard debris, leaves, swill, demolition and construction wastes, dead animals piles of debris, car parts, construction or demolition debris, any item that would be considered Hazardous Waste, or stumps.

Hazardous Waste: The term "Hazardous Waste" means any hazardous, toxic or dangerous waste, substance or material, or contaminant, pollutant or chemical, known or unknown, defined or identified as such in any existing or future local, state or federal law, statute, code, ordinance, rule, regulation, guideline, decree or order relating to human health or the environment or environmental conditions, including but not limited to any substance that is defined as hazardous by 40 C.F.R. Part 261 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA or any Texas statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by federal law.

Holiday: The term "Holiday" means the following days: New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. (**We will follow the city recycling holiday schedule)

Private Road: The term "Private Road" means a privately owned and maintained way that allows for access by a service truck and that serves multiple Residences.

Public Street: The term "Public Street" means a public right-of-way used for public travel, including public alleys.

Residence: The term “Residence” means a living space individually rented, leased or owned.

Residential Customer: The term “Residential Customer means individuals residing in a Residence.

Service Area: The term "Service Area" means the corporate limits of the municipalities participating in CITY as of the Date of Commencement, and thereafter, shall be the collection area as may it be amended thereafter by CITY.

Service Recipients: The term “Service Recipients” means Residential Customers in the Service Area.

Soft Recyclable: The term “Soft Recyclable” means items of an individual weight less than fifty (50) pounds and can be carried by one person. Soft Recyclables include primarily men’s, women’s and children’s clothing as well as items such as jewelry, shoes, purses, hats, toys, pictures, mirrors, blankets, drapes and curtains, pillows, rags, sewing scraps, sleeping bags, small furniture, small appliances, irons, radios and audio equipment, TVs and video equipment, cameras, lamps, hairdryers, tools, toasters, microwaves, coffee makers, computers and household or consumer electronics, silverware, dishes, pots and pans, glasses and the like. The definition of Soft Recyclable is subject to modification in the discretion of Contractor based upon experience gained during the term of this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

CITY Texas

By: _____

Its: _____

Great Lakes Recycling, Inc. dba Simple
Recycling

By: _____

Adam Winfield

As its President



Council Agenda Background

PRESENTER: Jeff Gibson, Police Chief
James Tindell, Fire Chief

DATE: 10/27/15

Council Recognition

ITEM:

Employee Service Recognition

City Manager Review: _____

DISCUSSION:

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

Todd Rorie	Fire Department	10 years of service
James Hager	Police Department	25 years of service

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 10/27/15

Council Recognition

ITEM:

Proclamation declaring November 2015 as American Diabetes Month in the City of Bedford.

City Manager Review: _____

DISCUSSION:

Janet Sigler with the American Diabetes Association will accept the proclamation.

ATTACHMENTS:

**Proclamation
Letter of Request**



CITY OF
BEDFORD

Proclamation

WHEREAS, in the United States, nearly 30 million people have diabetes, a serious disease with potentially life-threatening complications such as heart disease, stroke, blindness, kidney disease and amputation; and

WHEREAS, an additional 86 million people in the United States are at risk for developing type 2 diabetes; and

WHEREAS, recent estimates project that as many as one in three American adults will have diabetes by 2050 if current trends continue; and

WHEREAS, an increase in community awareness is necessary to put a stop to the diabetes epidemic.

NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim the month of November, 2015 as:

American Diabetes Month

in the City of Bedford and encourage our residents to recognize American Diabetes Month and be part of the American Diabetes Association's Stop Diabetes movement to confront, fight and most importantly, change the future of this deadly disease.

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this
27th day of October, 2015.*

JIM GRIFFIN, MAYOR



From: Ashley Hill [<mailto:AsHill@diabetes.org>]
Sent: Friday, October 02, 2015 2:52 PM
Subject: Proclamation Request for American Diabetes Month
Importance: High

October 2, 2015

Dear Honorable Mayors and City Officials:

If current trends continue, one out of three American adults will have diabetes by 2050. It doesn't have to be that way, and you and the residents of your city can help this November. Please join with us to Stop Diabetes® during American Diabetes Month®, and encourage the people to become involved in changing the future of this disease, by proclaiming November to be American Diabetes Month in your city.

Nearly 30 million children and adults in the United States have diabetes, including 400,000 in North Texas, and another 86 million are at high risk for developing type 2 diabetes. During American Diabetes Month, the American Diabetes Association invites local residents to join us in living healthfully and eating well.

This year, the American Diabetes Month theme, *Eat Well, America!*SM, will empower people to plan healthy, budget-friendly meals, cook with tools and techniques for success and plate and serve food that is nutritious and appealing. The Association will provide breakfast, lunch, snack, dinner and special occasion recipes to inspire people to eat well as part of their diabetes management and a healthy lifestyle. In addition to healthy tips and recipes, the Association will be celebrating National Healthy Lunch Day on November 17, a day when we encourage everyone to "lunch right with every bite" and make better food choices. Throughout the month, local residents can find out more information about diabetes online at diabetes.org/adm or by calling 1-800-DIABETES.

Attached is suggested language for an American Diabetes Month proclamation. Also attached is more information about American Diabetes Month, which includes relevant diabetes statistics in the United States.

To be successful in stopping diabetes, we need everyone, including the residents of your city, to come together and fight this deadly epidemic.

Should you have any questions regarding our request, please feel free to contact me at 972-392-1181 x6101 or Ashley Hill by email at ashill@diabetes.org. We look forward to your response and hope we can work with you to highlight this important month!

Sincerely,



Quin Neal
Senior Executive Director
American Diabetes Association
North Texas Area
4100 Alpha Road, Suite 100
Dallas, Texas 75244



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 10/27/15

Minutes

ITEM:

Consider approval of the following City Council minutes:

a) October 13, 2015 regular session

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

October 13, 2015 regular session

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 6:00 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 13th day of October, 2015 with the following members present:

Jim Griffin	Mayor
Ray Champney	Council Members
Steve Farco	
Roger Fisher	
Dave Gebhart	
Rusty Sartor	
Roy W. Turner	

Staff present included:

Roger Gibson	City Manager
Kelli Agan	Assistant City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Cliff Blackwell	Administrative Services Director
Natalie Foster	Public Information Officer
Jeff Gibson	Police Chief
Tom Hoover	Public Works Director

COUNCIL CHAMBER WORK SESSION

Mayor Griffin called the Work Session to order at 6:00 p.m

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

Council discussed placing the following items on consent: 3, 6, 7, 8, 9 and 10.

Public Works Director Tom Hoover presented information regarding Item #9. He stated that it is to replace their current software, which is not working with the newer computers, with a more cloud-based product in order to access and keep track of various items in their department. Currently, one piece of software tracks backflow devices and cross connections, another piece of software tracks grease traps, and Excel is used to track fire hydrants. The new software will be utilized to track everything. The current software has also had reporting issues and there are no updates for it. The new software has no annual maintenance fees, and will update automatically since it is cloud-based. In answer to questions from Council, Mr. Hoover stated that the purpose of the software is for data manipulation as well as to give updates and reminders, and to generate reports; and that the Texas Commission on Environmental Quality (TCEQ) recently performed an inspection and pointed out shortcomings in the reporting and tracking of businesses that have backflow devices. There was discussion on utilizing Microsoft Access; the size of the database; the capability of doing programming in-house; requirements of the TCEQ including tracking seven years worth of data; potential time savings for employees; that the item was budgeted; improving efficiencies and keeping the City compliant with requirements from the TCEQ; and having staff with the requisite skills for database construction and maintenance.

Assistant City Manager Kelli Agan presented information regarding Item #10, which is for Council, if they so choose, to nominate a person to the Board of Directors of the Tarrant Appraisal District. Nominations need to be submitted by October 15 and an item will be brought to Council in December to take a formal vote. Mayor Griffin stated that there is currently one open spot and there has been a recommendation for Mark Wood, who has already been nominated by another city. For the formal vote

in December, the City receives 23 out of 5,000 votes, which can all be given to one candidate or split between multiple candidates. There was discussion on if there were other nominees; the critical nature of the Board; studies of residential property appraisals by the Tarrant County Judge and North Richland Hills, both of which indicated a ten percent disparity; and Mr. Woods' qualifications. Council was of the consensus to not take any action on this item.

EXECUTIVE SESSION

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

- a) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to First State Addition.**

Council convened into Executive Session pursuant to Texas Government Code Section 551.087, deliberation regarding economic development negotiations relative to the First State Addition at 6:23 p.m.

Council reconvened from Executive Session at 6:31 p.m.

Any necessary action to be taken as a result of the Executive Session will occur during the Regular Session of the Bedford City Council Meeting.

Mayor Griffin adjourned the Work Session at 6:32 p.m.

REGULAR SESSION

The Regular Session began at 6:32 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order.

INVOCATION (Pastor Ken Ehrke – Cathedral of Hope)

Pastor Ken Ehrke of Cathedral of Hope gave the invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the flags of the United States and Texas were given.

ANNOUNCEMENTS/UPCOMING EVENTS

Public Information Officer Natalie Foster reported that on Saturday, October 17, the Fire Department open house will be held from 10:00 a.m. to 2:00 p.m. with fire demonstrations, a bounce house and free food. The event is free but patrons are asked to donate non-perishable food items for the Holiday Food Drive. Also on Saturday, the annual Big Bedford Bazaar will be held at Pennington Field from 9:00 a.m. to 3:00 p.m. The event is free and there will be a variety of items to purchase such as arts and crafts, antiques, and household goods. On Wednesday, October 21, the Bedford Citizen's Police Academy will be sponsoring a "Back the Blue" event at the Law Enforcement Center from 4:00 p.m. to 7:00 p.m. to honor local law enforcement officers and their families. The Texas Municipal Police Association will be onsite with their memorial truck, and food, lapel ribbons and stickers will be handed out. On Thursday, November 5, there will be a business roundtable from 8:00 a.m. to 9:00 a.m. at the Library. Topics include the Bedford Commons, the budget and the Boys Ranch construction.

Ms. Foster presented an update on the Boys Ranch construction. The lake continues to be excavated and concrete ledges placed around it. The electrical and irrigation continues to be set up around the upper creek area and work continues on the pavilion pads and sidewalks. Several large mounds of concrete rubble will be used to make the natural fish habitat. Fencing has been placed around the rubble as a safety precaution and large four by four "keep out" signs have been put in place. Additional

fencing has been asked for and the Police Department will do close patrol watches for the remainder of construction. The target date for completion has moved to December.

OPEN FORUM

Nobody chose to speak during Open Forum.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilmember Champney, seconded by Councilmember Turner, to approve the following items by consent: 3, 6, 7, 8, 9, with Item #4 being tabled.

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

COUNCIL RECOGNITION

1. Proclamation recognizing October 23 – 31, 2015 as Red Ribbon Week in the City of Bedford.

Mayor Griffin read a proclamation recognizing October 23 – 31, 2015 as Red Ribbon Week in the City of Bedford. Police Chief Jeff Gibson and Sergeant Doug Crowell accepted this proclamation.

2. Presentation of the 6Stones Mayor's Cup Sporting Clays Event award. **This item requested by Councilmember Fisher.

Councilmember Fisher presented the Mayor and the City the trophy for winning the Mayoral Challenge Sporting Clays event held on September 11. The City's team was made up of Lt. Ron Wilkey, Casey Sartor who is the son of Councilmember Sartor, retired Sergeant Randy Gardner, and Police Officer Brad Deutsch. The City won the inaugural event in 2012, while the School District won in 2013 and 2014. The event raised over \$10,000 for 6Stones' "Night of Hope" to provide Christmas for almost 3,500 children in the School District. On December 5, 6Stones will hold the "Pulling for Hope" event with the cities of Hurst, Euless and Bedford, the School District and Classic Chevrolet. The event features teams pulling school buses across the Pennington Field parking lot. Last year, \$115,000 was raised for "Night of Hope." Councilmember Sartor discussed how much fun his son had shooting with the Bedford Police Officers.

APPROVAL OF THE MINUTES

3. Consider approval of the following City Council minutes: a) September 22, 2015 regular session

This item was approved by consent.

NEW BUSINESS

4. Consider a resolution authorizing the City Manager to enter into an agreement with Active Network, LLC for the implementation of ActiveNet at the Senior Center, Bedford Splash, and the Boys Ranch Activity Center in the amount of \$35,000.

This item was tabled to the next Council meeting.

5. Consider a resolution of the City Council of the City of Bedford, Texas approving an Economic Development Program Agreement, pursuant to Chapter 380 of the Texas Local Government Code and the City's Economic Development Incentive Policy and Program, with Cielo Property Group.

This item was discussed in Executive Session.

Motioned by Councilmember Fisher, seconded by Councilmember Farco, to approve a resolution of the City Council of the City of Bedford, Texas approving an Economic Development Program Agreement,

pursuant to Chapter 380 of the Texas Local Government Code and the City's Economic Development Incentive Policy and Program, with Cielo Property Group.

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

6. **Consider a resolution authorizing the City Manager to purchase an Atlas Copco XAS air compressor with a 70-pound pneumatic jackhammer in the amount of \$24,950 through Kirby-Smith Machinery, Inc., utilizing the Buyboard Cooperative Purchasing Contract.**

This item was approved by consent.

7. **Consider a resolution authorizing the City Manager to purchase two 1/2 ton Ford F150 Supercab trucks in the amount of \$44,590 through Silsbee Ford utilizing the Texas Procurement and Support Services Contract.**

This item was approved by consent.

8. **Consider a resolution authorizing the City Manager to purchase a Vac-Hunter Mini-Combo Jetter Truck in the amount of \$245,990 through Freightliner Inc., utilizing the Houston Galveston Area Council Contract.**

This item was approved by consent.

9. **Consider a resolution authorizing the City Manager to purchase XC2 Backflow Prevention Software and Modules from XC2 Software, LLC in the amount of \$23,200.**

This item was approved by consent.

10. **Consider a resolution nominating one or more candidates for the Tarrant Appraisal District Board of Directors.**

No action was taken on this item.

11. **Report on most recent meeting of the following Boards and Commissions:**
 - ✓ **Animal Shelter Advisory Board - Councilmember Fisher**

No report was given.

- ✓ **Beautification Commission - Councilmember Turner**

Councilmember Turner reported on the successful Shred Day the previous Saturday. After the first hour of the event, 72 cars had come through with materials to be shredded.

- ✓ **Community Affairs Commission - Councilmember Farco**

Councilmember Farco recognized Commission members Roy Savage and Gary Morlock who were in attendance. The Commission hosted another well attended block party in the Rolling Wood area and he thanked staff and the Commission, specifically Sal Caruso, for their work on the event. The Commission's first meeting of the fiscal year will be held on Thursday and they will discuss planning events for the remainder of 2015 as well as 2016. The Commission will sponsor a business outreach breakfast at 7:30 a.m. on November 5 at the Library.

- ✓ **Cultural Commission - Councilmember Champney**

No report was given.

- ✓ **Library Advisory Board - Councilmember Farco**

Councilmember Farco reported that the Board will meet the following Wednesday and reminded everybody about the Big Bedford Bazaar on Saturday.

✓ **Parks and Recreation Board - Councilmember Sartor**

Councilmember Sartor reported that the Board met on October 1 and continued their discussion on updating the Parks Master Plan that will be presented to Council at a later date. The playground equipment at Monterrey Park and Brook Hollow Park has been torn down and the new equipment will be put in place shortly.

✓ **Teen Court Advisory Board - Councilmember Gebhart**

No report was given.

✓ **Senior Citizen Liaison - Councilmember Turner**

Councilmember Turner reported that a meeting is scheduled for Friday, October 16 to discuss changes going on with the activities at the Senior Center.

12. Council member Reports

Mayor Griffin reported that he received emails from people at the Senior Center who are appreciative of the changes and improvements going on there, many of whom highlighted the dances. Some were from people new to the program some of whom stated that the Center is a very good environment in comparison to other venues. He discussed the Pet Fair the previous Saturday and stated that there was great involvement from various organizations. He gave special thanks to the employees of the Animal Shelter and the Police Department who do a great job day in and day out at the facility. He discussed the number of animals adopted at the event and the new Police Chief Jeff Gibson working in the cooking area. He stated that the Community Powered Revitalization (CPR) Fall Blitz will be held the on Friday and Saturday. The program will be hitting its 400th home in the HEB area, which is in Bedford. He stated that he loves the byproduct of making a difference in the neighborhoods and community. He discussed the "Back the Blue" event on October 21 at the Law Enforcement Center, which is a great opportunity for residents to come out and thank Police Officers and their families.

Councilmember Fisher stated that the CPR program is the largest out of approximately 300 such programs across the country.

13. City Manager/Staff Reports

City Manager Roger Gibson stated that the Police Department is all about customer service and that they would love to see the community at the "Back the Blue" event. He discussed National Night Out the previous week including that several groups in the City helped organize the event and that the Mayor and several members of the Council were out that evening with staff. In regards to the Pet Fair, he stated that the Mayor cooked for the entire event, which is not lost on staff. He recognized major supporters of the Fair including Kim Brown and Karen Killian. He stated that there were a total of ten adoptions and that the adoption trailer approved by Council several months ago has turned out to be a key component at offsite events to promote adoptions.

ADJOURNMENT

Mayor Griffin adjourned the meeting at 7:00 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: Marty Geer, Beautification Commission
Chairperson
Eric Valdez, Community Services Manager

DATE: 10/27/15

Council Mission Area: Foster economic growth.

ITEM:

Consider a resolution authorizing the Beautification Commission to recognize Fort Worth Community Credit Union, Lupe's Tex Mex Grill, Mexican Inn Café, St. Michael's Catholic Church and the Cimarron Shopping Center for maintaining, improving, and/or keeping their property visually attractive to the community.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The Beautification Commission recommends the recognition of Bedford establishments for their contribution to the beautification of Bedford through keeping their property maintained with the highest of standards. The City appreciates the visual appeal and well-maintained landscape of these properties.

Property/Establishment	Category
Fort Worth Community Credit Union 1905 Forest Ridge Dr. Bedford, Texas 76021	Superior Landscaping
Lupe's Tex Mex Grill 2200 Airport Fwy Bedford, Texas 76022	Best Improved
Mexican Inn Café 1400 Airport Fwy Bedford, Texas 76022	Eco-Friendly Landscaping
St. Michael's Catholic Church 3713 Harwood Rd. Bedford, Texas 76021	Overall Appearance
Cimarron Shopping Center 1220-1424 Airport Freeway Bedford, TX 76022	Eco-Friendly Landscaping

The awards are scheduled to be presented at 10:00 a.m. to Fort Worth Community Credit Union, Lupe's Tex Mex Grill, Mexican Inn Café, St. Michael's Catholic Church and the Cimarron Shopping Center on Saturday, November 6 and Saturday, November 13, 2015.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the Beautification Commission to recognize Fort Worth Community Credit Union, Lupe's Tex Mex Grill, Mexican Inn Cafe, St. Michael's Catholic Church and the Cimarron Shopping Center for maintaining, improving, and/or keeping their property visually attractive to the community.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE BEAUTIFICATION COMMISSION TO RECOGNIZE FORT WORTH COMMUNITY CREDIT UNION, LUPE'S TEX MEX GRILL, MEXICAN INN CAFÉ, ST. MICHAEL'S CATHOLIC CHURCH AND THE CIMARRON SHOPPING CENTER FOR MAINTAINING, IMPROVING, AND/OR KEEPING THEIR PROPERTY VISUALLY ATTRACTIVE TO THE COMMUNITY.

WHEREAS, the Bedford Beautification Commission has nominated Fort Worth Community Credit Union, Lupe's Tex Mex Grill, Mexican Inn Café, St. Michael's Catholic Church and the Cimarron Shopping Center for the Business Recognition Award based on observations, discussions and comments of the Commission members; and,

WHEREAS, a Certificate of Recognition will be signed by the Mayor, the Community Services Department, and the Bedford Beautification Commission Chairperson; and,

WHEREAS, the award is scheduled to be presented at 10:00 a.m. to Fort Worth Community Credit Union, Lupe's Tex Mex Grill, Mexican Inn Café, St. Michael's Catholic Church and the Cimarron Shopping Center on Saturday, November 6 & 13, 2015.

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

SECTION 1. That the findings above are found to be true and correct, and are incorporated herein

SECTION 2. That the City Council does hereby authorize the Bedford Beautification Commission to award, Fort Worth Community Credit Union a Certificate of Recognition for Superior Landscaping, Lupe's Tex Mex Grill a Certificate of Recognition for Best Improved, Mexican Inn Café a Certificate of Recognition for Eco-Friendly Landscaping, St. Michael's Catholic Church a Certificate of Recognition for Overall Appearance, Cimarron Shopping Center a Certificate of Recognition for Eco-Friendly Landscaping and all being visually attractive to the community.

PRESENTED AND PASSED on this 27th day of October 2015, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Council Agenda Background

PRESENTER: Eric Valdez, Community Services Manager

DATE: 10/27/15

Council Mission Area: Be responsive to the needs of the community.

ITEM:

Consider a resolution authorizing the City Manager to enter into an agreement with Active Network, LLC for the implementation of ActiveNet recreation software at the Senior Center, Bedford Splash, and the Boys Ranch Activity Center in the amount of \$14,772.50.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

On September 8, 2015, the City Council passed an ordinance adopting the FY 2015/16 Budget. Funds were allocated within the budget for the purchase of upgraded software for the Senior Center, Bedford Splash, and the Boys Ranch Activity Center.

Active Network, LLC is phasing out technical support of the current CLASS system software. Since the current software will no longer be supported, staff recommends upgrading to ActiveNet recreation software. ActiveNet software is web based and will enhance current class registrations by offering the public the ability to register and pay online. ActiveNet will not require any additional yearly maintenance or upgrade costs.

Active Network, LLC is currently offering the City a discount due to several area cities participating in a group buy. This discount will greatly decrease the cost of transaction fees. Transaction fees are built into the class registration costs and are payable to Active Network, LLC. Based on last year's revenue, transaction fees are estimated to be approximately \$17,000.

Additional costs associated with the upgrade include third party equipment and software for six credit card terminals in the amount of \$3,200.

On September 22, 2015, the City Council approved staff's recommendation to increase all recreational fees to offset the financial impact for this upgrade.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an agreement with Active Network, LLC for the implementation of ActiveNet recreation software at the Senior Center, Bedford Splash, and the Boys Ranch Activity Center in the amount of \$14,772.50.

FISCAL IMPACT:

Upgrade Fee:	\$14,772.50
Transaction Fees:	\$17,000.00
Credit Card Terminal Costs:	\$3,200.00

ATTACHMENTS:

Resolution
Active Network, LLC Agreement
Third Party Products Agreement

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ACTIVE NETWORK, LLC FOR THE IMPLEMENTATION OF ACTIVENET RECREATION SOFTWARE AT THE SENIOR CENTER, BEDFORD SPLASH, AND THE BOYS RANCH ACTIVITY CENTER IN THE AMOUNT OF \$14,772.50.

WHEREAS, the City Council of Bedford, Texas determines the necessity to convert the recreation software with funds approved in the FY 2015/2016 Budget; and,

WHEREAS, the City Council of Bedford, Texas determines that in order to demonstrate excellent customer service in an efficient manner, the software must be converted.

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

SECTION 1. That the findings above are found to be true and correct, and are incorporated herein.

SECTION 2. That the City Council does hereby authorize the City Manager to purchase a conversion to the current recreation software from the CLASS to ActiveNet through Active Network, LLC.

SECTION 3. That funding in the amount of \$14,772.50 will come from the FY 2015/2016 Recreation Budget and will be offset by approved increases in user fees.

PRESENTED AND PASSED on this 27th day of October 2015, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

Service Agreement Contract #[01440011]

This Service Agreement ("Agreement") is made effective as of [October 27, 2015] (the "Effective Date") and entered into between Active Network, LLC ("Active" or "we" or "us") and [The City of Bedford, Texas] ("you" or "your" or "Client"). The parties agree as follows:

1. Services. Active will provide services and support ("Services") related to events, camps, licenses, classes, tickets, contests, permits, facility/equipment use, transactions, sales, memberships, reservations, donations, and/or activities (together, "Events"), including without limitation access to its software as a solution product ("Software"). The features, services, options, and fees may be described more fully on web pages describing the Software and Services, and/or in an applicable schedule, quote, pricing form, order form, or similar document (each, a "Schedule"). From time to time, the parties may enter into new Schedules. Each Schedule will be generated by Active, reference this Agreement or the Contract Number above (if applicable), must be signed by Client, and will be governed by and incorporated into this Agreement. You agree to cooperate with us and to provide us with certain information relating to your organization as necessary for us to provide the Software and Services. Software provided under this Agreement is deemed delivered when access is made available to you.

2. License to Intellectual Property/Promotion. a) Active retains all right, title, and interest in and to its Software and Services and any underlying software subject to the limited license in this Agreement.

b) Active hereby grants to you a limited, non-exclusive, non-transferable, non-sublicensable license during the term of this Agreement (i) to use the Software and Services for the purposes of offering, promoting, managing, tracking, and collecting fees in connection with your Event(s) solely in accordance with the Schedule and this Agreement, and (ii) to display, reproduce, distribute, and transmit in digital form Active's name and logo solely for the purposes set forth in this Section 2. You hereby grant to Active a limited license to use information provided by you relating to your organization and Event, which may include content regarding the Event, your organization's name, trademarks, service marks, and logo, solely in connection with the promotion of your organization or Events and the Services that we provide. All rights not expressly granted herein are reserved.

c) You will make reasonable efforts to promote and encourage the use and availability of the Software in connection with the promotion of Events. You will include Active's name and logo in newsletters, printed registration forms or mailings provided by you to prospective participants (e.g., by inserting the following statement in any online or print media related to your Event: "Online Registration by Active.com"). During the term of this Agreement, Active will be the sole and exclusive provider of registration software and other services similar to the Software and Services provided to Client hereunder for all of Client's Events for which registration begins during the term of this Agreement. Client expressly understands and agrees that the exclusivity set forth in this Section is consideration in exchange for the pricing and other benefits being provided to Client hereunder. In the event that Client breaches its exclusivity obligations under this Section, Client agrees to pay the Liquidated Damage Amount (as defined below) related to the breach of exclusivity.

d) You agree to receive notifications regarding free product, promotional items, and giveaways at your Event(s) or facility(ies), but you may opt not to receive the items. Users who register for, sign up, or otherwise use the Services in connection with Events ("End Users") may opt-in to receive information, items, or promotions/deals from Active or other third parties, in which case, Active or such third party will be responsible for fulfillment and for providing customer service for any such offers.

e) Client shall: (i) not reverse engineer, disassemble, modify, incorporate into or with other software, or decompile any Software or prepare derivative works thereof; (ii) not copy, modify, transfer, display, or use any portion of the Software or Services except as expressly authorized in this Agreement or in the applicable documentation; (iii) not contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or intellectual property rights, title, or interest of Active in and to any Software or Services; (iv) not use the Software to transmit, publish, or distribute any material or information: (1) for which Client does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the intellectual property rights of any third party; (2) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the Software; (3) that is inaccurate or misleading; or (4) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable; (v) not attempt to gain access to any systems or networks that connect thereto except for the express purpose of using the Software for their intended use; (vi) not rent, lease, sublicense, resell, or provide access to the Software on a time-share or service bureau basis; (vii) not engage in any activity that interferes with or disrupts the Software or Services; (viii) not obliterate, alter, or remove any proprietary or intellectual property notices from the Software or Services; (ix) use the Software and Services exclusively for authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others; (x) not take any steps to avoid or defeat the purpose of security measures associated with the Software and Service, such as sharing of login and password information, or attempt to circumvent any use restrictions.

f) The Software may include encryption software or other encryption technologies that may be controlled for import, export, or purposes under the laws and regulations of the countries and/or territories in which the Software and Services are used ("Applicable Law"). Client may not export, re-export, or assist or facilitate in any manner the export or re-export of, any portion of the Software, as determined by Applicable Law under which Client operates: (i) to any country on Canada's Area Control List; (ii) to any country subject to UN Security Council embargo or action; (iii) contrary to Canada's Export Control List Item 5505; (iv) to countries subject to U.S. economic sanctions and embargoes; and (v) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items, including, to any person or entity appearing on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the Bureau of Industry and Security's Denied Persons List. Client hereby represents and covenants that: (a) to the best of Client's knowledge, Client is eligible to access the Software under Applicable Law; (b) Client will import, export, or re-export the Software to, or use or access the Software in, any country or territory only in accordance with Applicable Law; and (c) Client will ensure that End Users use the Software in accordance with the foregoing restrictions.

3. Information Collection. Active collects certain information from End Users. You may login to our data management system to access End User information relevant to an Event. You are responsible for the security of your login information and for the use or misuse of such information. You will immediately disable a user's access who is using the Software or Services on your behalf or notify Active in writing if any such user is no longer authorized or is using such information without your consent. Active may rely, without independent verification, on such notice, and Client, inclusive of Client's parent, subsidiary and affiliated entities, as applicable, and each of their respective officers, directors, managers, shareholders, owners, agents, employees, contractors, and representatives covenant not to sue and agree to defend, indemnify, and hold harmless Active from any claims arising from Active providing, denying, suspending, or modifying access to or use of the Software and Services of any individual as directed by Client or by someone who Active reasonably, under the circumstances, believes is authorized to act on behalf of Client. In the event of any dispute between two or more parties as to account ownership, you agree that Active will be the sole arbiter of such dispute in its sole discretion and that Active's decision (which may include termination or suspension of any account subject to dispute) will be final and binding on all parties. You agree not to use the Software or Services to collect or elicit (a) any special categories of data (as defined in the European Union Data Protection Directive, as may be amended from time to time), including, but not limited to, data revealing racial or ethnic origin, political opinions, or religious or other beliefs, trade-union membership, as well as personal data concerning health or sexual life or criminal convictions other than as expressly directed by Active, and in such event, only in pre-defined fields within the Software that are intended for that purpose; or (b) credit card information other than in pre-defined fields within the Software that are intended for that purpose. Both parties agree to use the collected information in compliance with (i) all applicable laws, rules and regulations, including, without limitation, those governing privacy (e.g., by including an appropriate CAN-SPAM opt out mechanism in email communications)

Services Agreement

and the use of credit card data (e.g., using credit card information only for purposes authorized by the cardholder); (ii) applicable credit card network rules and Payment Card Industry Data Security Standards; and (iii) Active's privacy policy, as published on its website or otherwise provided by Active from time to time.

4. **Fees.** a) Client will pay the fees as more fully described in the applicable Schedule. Unless otherwise set forth on the applicable Schedule, Active will charge registration fees to individuals who register for the Events online, and will process and collect such fees as a merchant of record according to the card networks. On a bi-weekly basis, unless otherwise set forth in the applicable Schedule, Active will pay you sums due you based on the total fees collected, net of Active's service fees as set forth in the applicable Schedule and any other deductions provided herein. The applicable currency will be set forth on the Schedule.

b) Active may suspend its performance hereunder, including remitting payments, or terminate this Agreement in the event it reasonably believes that your use of the Software or Services is not in compliance with applicable law or this Agreement, is fraudulent, or is otherwise suspect, or if there is a dispute as to the legal authority of a Customer-associated party to perform hereunder. If Active reasonably believes that a transaction may be fraudulent or otherwise contrary to law, Active may issue an invoice or offset an equivalent amount from your account or any payment Active owes to you and return the value to the End User (as set forth below) and if sufficient funds are not available, you must reimburse Active on demand. Active will notify you of the reason for such offset provided that it is lawful to do so.

c) Any minimum volume commitment will be set forth in the applicable Schedule. The minimum volume calculation will begin on the date of the first live operational use of the Software for the Event(s) ("Go-Live Date"). If the Schedule indicates that you are paying on a subscription basis, you will be invoiced for the first year of subscription fees upon the Go-Live Date, with subsequent annual subscription fees being invoiced upon each anniversary of Go-Live Date.

d) If (i) you fail to meet an agreed upon minimum volume commitment as set forth in a Schedule; (ii) there are any overdue amounts owed by you; or (iii) there are returned charges or items, including those resulting from any error or complaint related to an Event, Active has the right to charge fees owed to Active by you by issuing an invoice, or by offsetting the deficiency from any account balance you maintain with Active or any payment Active owes you.

e) All amounts owed by you that are not directly collected by Active from End Users are due from you within thirty (30) days from either (i) the end of the remittance cycle during which the fees accrued (if related to registrations) or (ii) the date of the applicable invoice. These fees are displayed on your account statement. Past due fees shall accrue interest at the lesser of the annual rate of ten percent (10%) per annum or the maximum amount permitted by applicable law. In the event of delay in paying a fee, you agree to reimburse Active for any fees incurred in its collection efforts. Active may suspend or deactivate your account, including suspending its performance and obligation to remit payments hereunder, if your account is more than thirty (30) days past due.

f) Active may modify the fees once per calendar year, provided that any increase will not exceed twelve and a half percent (12.5%) over the then-current fees.

g) You are solely responsible for, and will pay, any and all use, excise, sales or privilege taxes, duties, value added taxes, fees, assessments, or similar liabilities, chargeable by a governmental authority (collectively, "Taxes") as a result of any Software or Service provided under this Agreement. Taxes on Active's net income are excluded. h) All fees described in the applicable Schedule are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agrees not to impose such a surcharge on any end user.

i) In the event you are entering into this Agreement and using the Services for the benefit of a third-party Event or organization ("Third Party Beneficiary"), you agree that we may remit amounts directly to the Third Party Beneficiary identified by you. In addition, you agree to include provisions in your agreement with such Third Party Beneficiary that are at least as protective of Active as Sections 5 and 6 herein. Should you fail to include such provisions in your contract with the Third Party Beneficiary and the failure results in costs or damages to Active, you agree to defend, indemnify, and hold Active harmless from any such costs and damages, including, without limitation, reasonable attorneys' fees. In addition, you agree to be responsible and liable for each Third Party Beneficiary's compliance with the terms and conditions of this Agreement.

j) It is your responsibility to notify End Users of your refund policy. You must ensure that your refund policies are consistent with this Agreement. You agree that all fees for a given Event are earned by you only following either the conclusion or delivery of the applicable Event (as applicable) and all amounts ultimately due to you will be net of all service fees, reversals, refunds, disputed charges, chargebacks and other deductions, whether due to customer complaints, allegations of fraud, discrepancies related to the applicable Event or otherwise. No payments shall be made to you with respect to any Event that is cancelled. If payments have already been made by Active to you for a cancelled Event or if Active reasonably determines that it is prudent or otherwise necessary to pay a refund to or honor a chargeback request from an End User, Active may issue an invoice or offset an equivalent amount from your account or payment owed by Active to you and return the value to the End User, and if sufficient funds are not available, you must reimburse Active on demand. Active will notify you of the reason for such offset provided that it is lawful to do so.

5. **Disclaimer of Warranty/Limitation of Liability.** ACTIVE EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS. SOFTWARE AND SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ACTIVE SHALL NOT BE LIABLE FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT, TORT, OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, COST OF REPLACEMENT SERVICES, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES. ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY YOU AS CONSIDERATION FOR THE SOFTWARE AND SERVICES GIVING RISE TO SUCH CLAIMS DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CAUSE OF ACTION AROSE.

6. **Indemnification.** a) Active shall defend, settle, and pay damages (including reasonable attorneys' fees) ("Damages") relating to any third party claim, demand, cause of action or proceedings (whether threatened, asserted, or filed) ("Claims") against Client to the extent that such Claim is based upon Active's proprietary Software infringing a United States patent, registered copyright, or registered trademark provided that the Software is used in accordance with this Agreement.

b) To the extent not prohibited by Texas law, you shall defend, settle, and pay Damages relating to Claims to the extent based on (i) injury or death to a person or damage to property resulting from the participation in an Event operated by you in connection with the Software and/or Services; (ii) your provision of materials, products, or services as part of your obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used by Active in accordance with this Agreement; (iii) your use of the Software and/or Services in violation of Section 2(e); (iv) any claims for refunds, reversals, or chargeback requests from End Users; and/or (v) brought by a Third Party Beneficiary or brought in connection with Active's payment to a Third Party Beneficiary of any fees due hereunder in accordance with this Agreement. For the purposes of Sections 5 and 6, reference to Active shall also include its suppliers and licensors.

7. **Term and Termination.** The term of this Agreement shall be for three (3) years from the Effective Date with automatic renewals for three (3) year terms thereafter, unless either party gives written notice to the other party to terminate this Agreement no less than twelve (12) months prior to the expiration of the then-current term. Either party may terminate this Agreement: (a) upon a material breach by the other party, if such breach is not cured within thirty (30) days following written notice to the breaching party; or (b) where the other party becomes unable to fulfill its payment obligations generally or is subject to a filed bankruptcy petition or formal insolvency proceeding that is not dismissed within thirty (30) days. Notwithstanding the termination or expiration of this Agreement under any circumstance other than in the event of Active's breach of the Agreement, the parties agree that Active will continue to be the exclusive provider of

Services Agreement

registration software and other services similar to the Software and Services provided to Client hereunder for all of Client's Events for which registration begins during the term of this Agreement until the Event occurs or registration or similar services are no longer needed.

8. Assignment. a) Active may assign any of its rights or obligations under this Agreement. Client may not resell, assign, or transfer any of its rights or obligations hereunder except as expressly provided herein, and any attempt to resell, assign, or transfer such rights or obligations without Active's prior written approval will be null and void.

b) Except for Retained Assets (as defined below), Client shall cause each Schedule hereunder to be assigned to (i) the purchaser of all or substantially all of Client's assets or equity securities or (ii) to any successor by way of merger, consolidation, or other corporate reorganization of Client ((i) and (ii) together, a "Change of Control").

c) In addition, if Client seeks to sell, assign or otherwise transfer any Events which are the underlying subject matter of any Schedule (the "Subject Assets") regardless of whether such sale, assignment or transfer constitutes a Change of Control (any such transaction, a "Transfer"), Client shall cause the portion of the applicable Schedule relating to such Event(s) to be assigned to the purchaser or assignee of the Subject Assets (i.e. Client shall require the purchaser to assume Client's obligations under the applicable Schedule and this Agreement relating to such Event); provided however, in the event Client seeks to consummate a Transfer or enters into a Change of Control, but Client retains assets (i.e. Events) which are the underlying subject matter of a Schedule ("Retained Assets"), Client shall cause the applicable portion of the Schedule relating to the Subject Assets to be assigned to the purchaser or assignee of the Subject Assets, and Client shall retain its obligations under this Agreement and the Schedule(s) relating to the Retained Assets. Client shall be responsible for any and all costs incurred by it in connection with any such assignment. In the event that Client fails to cause an assignment as specified above, to the extent that there is a line item in the Schedule(s) entitled "Projected Contract Value," Client agrees to pay the amount of the Projected Contract Value related to such failed assignment as liquidated damages to Active, minus the amount of revenue already paid to Active net of all refunds, credit card chargebacks, and all other deducted amounts (the "Liquidated Damage Amount").

d) In the event that Client plans to enter into a Change of Control or otherwise consummate a Transfer, Client agrees to provide prior written notice to Active of the contemplated transaction. Within the thirty (30) day period following such transaction, Active shall have the right to immediately terminate each applicable Schedule if Active determines, in its reasonable good faith discretion that the purchaser or assignee of the Subject Assets is a competitor of Active or a party with whom Active does not want to do business. In the event of such termination by Active, Client will pay the Liquidated Damage Amount.

e) Client agrees (i) to require that the assignee (as outlined in this Section 8) agree, in writing, to be bound by the terms and conditions of the Agreement and each applicable Schedule; (ii) that Active may offset any Liquidated Damages Amount set forth in this Agreement from any account balance you maintain with Active or any payment Active owes you; (iii) all Liquidated Damage Amounts set forth in this Agreement will automatically reset during each renewal term; and (iv) because of the difficulty in making a precise determination of actual damages incurred by Active in the event that Client breaches its exclusivity obligations in Section 2(c), fails to cause an assignment pursuant to Section 8(c), or if Active terminates this Agreement pursuant to Section 8(d), the Liquidated Damage Amount will be assessed, not as a penalty, but as a reasonable approximation of costs incurred by Active and Active's loss of revenue; and (iv) that in any suit or other action or proceeding involving the assessment or recovery of liquidated damages, the reasonableness of the Liquidated Damage Amount shall be presumed and the liquidated damages assessed will be in addition to every other remedy now or hereinafter enforceable at law, in equity, by statute, or under the Agreement.

9. Miscellaneous. a) Any notices required to be given under this Agreement shall be in writing sent to the address set forth below for Client or, in the case of Active, to the address set forth above to the attention of Chief Legal Officer. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or three (3) days after deposited in the mail sent certified or registered.

b) This Agreement shall be governed by the laws of the State of Delaware, without giving effect to the conflict of laws provisions thereof. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act shall apply to this Agreement. The parties irrevocably agree that any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Delaware.

c) This Agreement contains the entire understanding of the parties regarding the subject matter hereof and can only be modified or amended by a subsequent written agreement executed by both parties. This Agreement supersedes and replaces all oral or written RFPs, proposals, prior agreements, and other prior or contemporaneous communications between the parties concerning the subject matter of this Agreement, including without limitation that certain Products and Services Agreement dated as of March 22, 2013 between The Active Network, Inc. (predecessor-in-interest to Active) and Client. The Products and Services Agreement shall automatically terminate on the Effective Date hereof without further action by the parties.

d) Sections 2, 3, 5, 6, and 9 of this Agreement and any fees owed by you shall survive any termination or expiration of this Agreement.

e) If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision shall be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement shall be deemed amended accordingly.

f) No waiver of any provision of this Agreement or any attachment shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

g) Neither party will be deemed to be in default hereunder, or will be liable to the other, for delay or failure to perform any of its obligations under this Agreement to the extent that such delay or failure results from any event or circumstance beyond that party's reasonable control, including without limitation, delays or failures of any Internet service provider, third-party payment processor or other third party.

h) Client has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an Active employee or agent in connection with this Agreement.

i) The Software is provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is Active Network, LLC or one of its affiliates or subsidiaries.

j) This Agreement may be executed in separate counterparts and delivered by facsimile or such other electronic means as are available to the parties. Such counterparts taken together shall constitute one and the same original document.

SIGNATURE PAGE

By signing this Agreement, each party represents and warrants that it has the necessary and full right, power, authority, and capability to enter into this Agreement and to perform its obligations hereunder.

Active Network, LLC By: _____ Signature (Authorized Representative Only) Name: _____ Title: _____ Date: _____	City of Bedford By: _____ Signature (Authorized Representative Only) Name: Roger Gibson Title: City Manager Date: _____	Email: _____ Phone: _____ Address: _____ _____ Event URL (site): _____
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Schedule

Company Address 717 North Harwood Street
Suite #2500
Dallas, Texas
75201
USA

Created Date 08/07/2015
Quote Number 01440011
Currency USD

Prepared By Taylor Thiel
Email Taylor.Thiel@activenetwork.com

Contact Name Robert Valdez
Phone 8179522322
Email eric.valdez@bedfordtx.gov

Bill To Name City of Bedford
Bill To Contact Robert Valdez
Bill To Address Attn: Eric Valdez
2000 Forest Ridge Drive
Bedford
76021-5713

Ship To Contact Robert Valdez
Ship To Address 2000 Forest Ridge Drive
Attn: Eric Valdez
Bedford
76021-5713
United States



Product	Product Type	Description	Quantity	Sales Price	Fee %	Total Price
ACTIVE Net - Staff Interface - Technology Fee	SaaS	Migration Loyalty Rates for first term of contract for organizations under \$1,500,000 in annual revenue through ACTIVE Net.	1		2.00%	
ACTIVE Net - Public Interface - Online Transaction Fee	SaaS	Migration Loyalty Rates for first term of contract for organizations under \$1,500,000 in annual revenue through ACTIVE Net.	1		5.00%	
ACTIVE Net - Staff Interface - Payment Processing Fee - Credit Card	SaaS	Migration Loyalty Rates for first term of contract for organizations under \$1,500,000 in annual revenue through ACTIVE Net.	1		3.00%	
ACTIVE Net - Staff Interface - Payment Processing Fee - Electronic Cheque/Check Processing	SaaS		1		0.50%	
ACTIVE Net - (credit card refunds - flat fee)	SaaS		1	\$0.10		
ACTIVE Net - Functionality: Facility Reservation	SaaS		1			
ACTIVE Net - Functionality: POS	SaaS		1			
ACTIVE Net - Functionality: Activity Registration	SaaS		1			
ACTIVE Net - Functionality: Memberships	SaaS		1			
ACTIVE Net - Service Package Standard 4	Service	ACTIVE Net Service Package Standard 4 consists of the following Services: <ul style="list-style-type: none"> • remote business process review • remote functionality review & data collection preparation • remote data collection review • remote data entry (system inventory and policy controls) • remote user testing • remote train the trainer training • remote Go Live preparation • remote hardware configuration 	1	\$19,200.00		\$19,200.00



		<p>The scope of Services is contained to the 4 functionalities listed below.</p> <p>50% of total Service costs will be billed at Service initiation, payable within 30 days of the date of invoice.</p> <p>50% of total Service costs will be billed at Service completion, payable within 30 days of the date of invoice.</p>				
ACTIVE Net - Class Customer Loyalty - Professional Services Conversion to ACTIVE Net Credit	Service	<p>The Class Customer Loyalty – Professional Services Conversion to ACTIVE Net Credit (the "Credit") is conditioned upon Client fulfilling all of its obligations under the Agreement during the initial term of the Agreement or three years, whichever is longer. If Client fails to fulfill such obligations, Client must pay to Active the full amount of the Credit. The Credit is only to be used for professional services, but cannot be used for hardware or reimbursement of airfare/transportation cost. Client must be current on Class Maintenance until ACTIVE Go Live to be eligible for the Credit. Service Charges will increase to standard list rate after initial term of the Agreement.</p>	1	(\$5,827.50)		\$-5,827.50
ACTIVE Net - Technical Services: GIS Import	Service	<p>ACTIVE Net Technical Services: GIS Import consists of the following Services:</p> <ul style="list-style-type: none"> remote configuration, testing & training 	1	\$1,400.00		\$1,400.00

Service Total \$14,772.50

Total Price \$14,772.50

All fees described herein are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User.

The payment options we offer may include MasterCard, Visa, American Express and Discover.

*Sales Tax not included in total price. Sales tax, where applicable, will be added to your invoice.



Quote Acceptance Information

Signature: _____

Printed Name: _____

Title: _____

Date: _____

PO# (if applicable): _____

SUPPORT AND MAINTENANCE

The following supplies and services are included in Support and Maintenance:

- Unlimited technical support between 5:00am and 6:00pm Pacific Time, Monday through Friday via telephone (800.663.4991), email or web portal (<http://support.theactivenetwork.com>)
- Unlimited phone support for System Down issues on a **24 hours x 7 days a week** basis, provided that:
 - If self-hosted, the site must have remote access and Internet email capability for extended support hours
 - Support calls placed during extended support hours must be placed by an authorized contact person
 - The type of support call is an urgent issue that includes site down, revenue impacting, or customer facing issues that have no reasonable work-around
- Access to Active's secure customer care web portal, discussion forums, knowledgebase and online training materials
- Regular documentation and communication
- **Support also includes, if such assistance can be provided in 15 minutes or less:**
 - Assistance troubleshooting Third Party Products (e.g., Crystal Reports, Citrix client)
 - Assistance to isolate and/or troubleshoot difficulties resulting from sources other than Active Network products and services, such as:
 - General network/internet support (e.g., network access, printing, internet access)
 - PC hardware troubleshooting
 - PC setup, configuration and optimization
 - Network operating system configuration and functionality
 - Basic Microsoft Windows functionality (i.e. Windows Explorer or Internet Explorer)
 - Loss of supervisor or other password

ANNUAL SUPPORT AND MAINTENANCE FOR NON-HOSTED CUSTOMERS

The following supplies and services are included in Support and Maintenance for non-hosted customers:

- New releases and version of the Software and free assistance in planning upgrades

SUPPORT AND MAINTENANCE FOR HOSTED CUSTOMERS
<p>The following supplies and services are included in Support and Maintenance:</p> <ul style="list-style-type: none"> • Installation of new Software releases • Monitoring of connectivity and critical functionality at all times (24hr x 365 days/year) by skilled personnel using an extensive series of automated probes from multiple locations • Response to site-down/critical issues within one hour, with reasonable efforts to advise your organization of the current status and expected resolution time • Service agreements between Active and critical vendors essential to the continuing successful operation of the hosted environment • Scheduled maintenance to increase performance, fix defects or update applications, with reasonable efforts to notify your organization of scheduled maintenance times and potential impacts to service • Urgent maintenance (done to correct network, hardware or Software issues that are likely to cause significant service disruption and that require immediate action), which may temporarily degrade service or cause outages. Active may undertake urgent maintenance at any time deemed necessary and shall provide status updates to your organization as soon as possible.

SUPPORT ISSUE PRIORITIES AND TIMELINES		
TICKET RESOLUTION TARGETS		
<ul style="list-style-type: none"> • New support incidents are assigned one of the following levels, each with its respective standard ticket resolution target: 		
Call Priority Level	Description	Standard Completion Target
Priority 1 – System Outage	Fatal issues that result in the customer’s inability to fulfill critical business functions (i.e., those pertaining to core functionality such as processing registrations, memberships, rentals) and that have no reasonable work-around	1 business Day
Priority 2 – High Business Impact	Serious issues significantly impacting use of the system but do not prevent core functions from being fulfilled (i.e., Customer cannot perform critical business functions; Customer experiences severe site degradation)	2 business day
Priority 3 – Medium Business Impact	All other issues, except those classified as low; (e.g., how-to questions, reporting/reconciliation issues, general questions, work around options)	3 business days
Priority 4 – Low Business Impact	Issues that are not time-sensitive or may be undertaken as customer service initiatives outside the scope of this Agreement (i.e., feature requests or low priority questions)	None
Guaranteed Uptime	For clients licensing Hosted Software	99%

SERVICES NOT INCLUDED

The following supplies and services are excluded from Support and Maintenance:

- Services required to remedy problems that stem from changes to or defects in system configuration upon which the Software was originally installed
- Services required to remedy problems which do not stem from any defect in the Software
- Services required to remedy problems caused by lack of training of Client's personnel
- Improper treatment or use of the Software
- Onsite or remote training services
- Full report customization service
- Database-specific services or assistance

RESTRICTIONS

The following actions will void Active's obligations under this Support and Maintenance Handbook:

- The use of any other application that modifies data in the database, whether created by you or otherwise
- The use or creation of third party applications that work in connection with Active's application or application database without prior written notification and consent from Active

HOLIDAY HOURS (US AND CANADA)		
Holiday	Open with reduced staff	Closed
New Year's Day (January 1st)		✓
Martin Luther King Day (3rd Monday in January)	✓	
President's Day (3rd Monday in February)	✓	
Good Friday (Friday before Easter)	✓	
Victoria Day (3rd Monday in May)	✓	
Memorial Day (Last Monday in May)	✓	
Canada Day (July 1st)	✓	
Independence Day (July 4th)	✓	
Civic holiday (1st Monday in August)	✓	
Labor Day (1st Monday in September)		✓
Canadian Thanksgiving/Columbus Day (2nd Monday in October)	✓	
Remembrance Day/Veteran's Day (November 11th)	✓	
US Thanksgiving (4th Thursday in November)	✓	
Day after US Thanksgiving (4th Friday in November)	✓	
Christmas Day (Dec. 25th)		✓
Boxing Day (December 26th)	✓	
New Year's Eve (December 31st)	✓	

**THIRD PARTY PRODUCTS ADDENDUM
TO SOFTWARE AS A SERVICE AGREEMENT**

This Addendum to the Software as a Service Agreement (“**Addendum**”) is entered into by and between the City of Bedford, Texas (“**Client**”) and Active Network, LLC (“**Active**”) as of October 27, 2015 (the “**Effective Date**”). Client and Active are also singularly referenced herein as a “Party” and collectively as the “Parties.”

- A. This Addendum is made part of that certain Software as a Service Agreement dated as of October 27, 2015 between Client and Active (the “**Agreement**”) that provides Software and Services.
- B. Client and Active now desire to supplement and amend certain terms and conditions of the Agreement, pursuant to the terms and conditions set forth in this Addendum.

NOW, THEREFORE, in consideration of the mutual covenants, recitals and promises contained in this Addendum and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by each Party, the Parties hereto hereby agree as follows:

1. **Changes to the Agreement.** The Appendix attached hereto is hereby incorporated by reference into the Agreement.

2. **Agreement Remains in Effect.** Except as expressly described herein, the Agreement remains in full effect according to its terms. The Agreement and this Addendum, as well as any exhibits attached to each respectively, shall be read in concert to the fullest extent possible and be considered collectively as a singular agreement. In the event any of the terms and conditions of the Agreement conflict with the terms and conditions of this Addendum, the terms and conditions of this Addendum shall prevail only as to the subject matter expressly stated herein.

3. **General.**

3.1 **Miscellaneous.** If any one or more of the provisions of this Addendum is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Addendum, and this Addendum shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The captions used in this Addendum are for convenience and reference only and will not be deemed to limit, characterize or in any way affect any other provision contained herein. All provisions of this Addendum will be enforced and construed as if no caption had been used. This Addendum will be assigned automatically and only upon the assignment of the Agreement according to its terms.

3.2 **Entire Agreement.** The Agreement, this Addendum and any exhibits attached to each respectively constitute the entire agreement between the Parties with respect to the subject matter thereof and supersede all previous negotiations, comments and writings by the Parties with respect to the subject matter referenced in each. The Agreement and this Addendum may be changed only by a written agreement signed by both Parties. No oral agreement or conversation with any officer, agent or employee of Client, either before or after the execution of the Agreement or this Addendum, shall affect, alter or modify the obligations hereunder.

3.3 **Counterparts and Facsimile:** This Addendum may be executed by the Parties in separate counterparts, which counterparts when combined are hereby deemed to constitute a single document, and the Parties may execute this Addendum by facsimile and such facsimile(s) will have the same effect as an originally executed document.

The Parties hereto have executed this Addendum effective as of the Effective Date.

ACTIVE NETWORK, LLC:
by its authorized signatory

The City of Bedford:
by its authorized signatory

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX: TERMS APPLICABLE ONLY TO THIRD PARTY PRODUCTS AND SERVICES

1. PURCHASE AND SALE; DELIVERY

1.1 **Purchase Commitment and Price.** Active hereby agrees to sell to Client, and Client hereby agrees to purchase from Active, the Third Party Products listed in the applicable Schedule in the volumes and at the prices described therein. For purposes of this Addendum, "Third Party Products" means those hardware, firmware and/or software products, provided to Active by third parties, listed in the Pricing Form, together with all user manuals and other documents accompanying the delivery of the Third Party Products, provided that the Third Party Products shall not include software developed by Active.

1.2 **Delivery.** Active will ship all or any part of the Third Party Products to Client as soon as reasonably practicable (or, if the below-described purchase order documentation does not seek immediate shipping, at the time Active considers reasonable in order to meet the desired delivery date described) after receipt by Active of a purchase order from Client specifying the particular Third Party Products sought, the number of such Third Party Products sought, the price payable therefore, and the desired date and location of delivery thereof. Any such purchase order must, at a minimum, reference quantity, description and price.

1.3 **Changes by Client to Delivery Schedule.** Following delivery by Client of any purchase order documentation described in section 1.2, no changes by Client to the shipment schedule described therein will be permitted unless Active is notified thereof in writing at least ninety (90) days in advance of the delivery date sought in such purchase order documentation.

1.4 **Acceptance of Purchase Orders.** Purchase orders delivered by Client to Active in respect of Third Party Products are not binding upon Active until accepted by Active in writing. In any case, despite any indication to the contrary contained in any such purchase order documentation, no terms or conditions on purchase order documentation issued by Client, other than the information required by Active as set forth expressly in this Agreement, will be binding upon Active, nor will any such terms or conditions modify or supplement this Agreement in any way, notwithstanding the fact that Active may accept or otherwise approve such purchase orders. Active reserves the right to refuse any such purchase order for any reason not contrary to this Agreement, including without limitation pricing differences as described in section 2.2.

1.5 **Additional Third Party Products.** Client may purchase Third Party Products in addition to those listed in the Schedule by issuing additional purchase order documentation as described herein, provided that the supply (or non-supply) of such additional Third Party Products will be subject to this Agreement as though such additional Third Party Products had been included in the Schedule on the date of execution of Schedule subject to the following:

- (a) the price for such additional Third Party Products is subject to agreement between the parties each in their own absolute discretion, and
- (b) Active shall have the right to discontinue delivery of such additional Third Party Products upon at least ninety (90) days written notice to Client without any liability to Client whatsoever for such discontinuance.

2. CHARGES AND PAYMENTS

2.1 **Prices.** The pricing applicable to Third Party Products is as set out in the Schedule in the form finally agreed to by the Parties.

2.2 **Pricing Variability.** Client acknowledges that:

(a) the prices described in the Schedule are applicable for six (6) months after the date of execution hereof, and such prices are based upon Client taking delivery of the full number of any particular Third Party Product listed in the Schedule in a single shipment; and

(b) Client hereby agrees that after the expiry of such initial six-month period or, in case of Client seeking, in a particular shipment, delivery of less than all of the Third Party Products of a particular type listed the Schedule, the actual prices may be higher. Prior to shipment of any Third Party Products that would be subject to pricing that differs from that described in the Schedule, Active will notify Client of any such different pricing and Client will accept such different pricing, as mutually agreed between Client and Active, in writing.

3. SUPPORT FOR THIRD PARTY PRODUCTS

For the purpose of isolating support issues and responsibility in respect of Third Party Products and their interaction with any Products, Active will provide initial first-tier support, to a maximum of fifteen (15) minutes per support inquiry.

4. PROPRIETARY RIGHTS

4.1 **Third Party Proprietary Rights and Indemnity by Client.** Client acknowledges that any Third Party Products supplied by Active hereunder are supplied by Active as a reseller thereof and that the Third Party Products are subject to the intellectual property rights of the various third party developers and/or manufacturers thereof, as applicable, including without limitation copyright, trade secret, trademark, and patent rights. Client will maintain in confidence and not use or disclose any and all confidential business or technical information connected with any Third Party Product except as specifically permitted by a party having legal control of such rights, and Client will defend or settle any claim made or any suit or proceeding brought against Active insofar as such claim, suit, or proceeding is based on an allegation that any Third Party Product provided to Client hereunder has been installed, used, or otherwise treated by Client or any client or customer of Client in violation of the proprietary rights of any third party or on an allegation that Client or any client or customer of Client has disclosed or used any confidential business or technical information connected with any Third Party Product, provided that Active will notify Client in writing promptly after the claim, suit, or proceeding is known to Active and will give Client such information and assistance as is reasonable in the circumstances. Client will have sole authority to defend or settle any such claim at Client's expense. Client will indemnify and hold Active harmless from and against any and all such claims and will pay all damages and costs finally agreed to be paid in settlement of such claim, suit or proceeding.

4.2 **Third Party Products which are Software.** Client acknowledges that the possession, installation and use of all Third Party Products which are software shall be governed by the terms of the software license(s) of the persons other than Active who possess the rights to control such possession, installation and use.

5. WARRANTY

5.1 **Warranty.** Active warrants to Client that Active has the right to deliver the Third Party Products subject to any documentation accompanying such Third Party Products at the time of delivery and/or any licensing mechanisms, physical, electronic or otherwise, included in any Third Party Products that are software.

5.2 **Warranties Provided by Third Party Suppliers.** Third Party Products are warranted by the manufacturers, suppliers or licensors thereof in accordance with the warranty statements accompanying delivery of the Third Party Products, and Client agrees that Client will rely solely on such Third Party Product warranties. Client agrees not to make a claim against Active on account of any warranty, express or implied, which may apply to any Third Party Product. If Client notifies Active of a defect or nonconformity within thirty (30) days of the date of delivery of such Third Party Product, Active will assist Client in troubleshooting such Third Party Product in accordance with Section 3. If such defect or nonconformity cannot be remedied during such troubleshooting and such Third Party Product is still under the Third Party Product warranty, Active shall contact the applicable manufacturer, supplier or licensor of such Third Party Product to coordinate any returns or refunds. If a notice of a defect or nonconformity is received by Active from Client of the defect or nonconformity following the initial the 30-day period, Active's sole obligation and liability will be to provide support in accordance with Section 3. Returns and refunds are at the sole discretion of the applicable manufacturer, supplier or licensor.



Council Agenda Background

PRESENTER: Jeff Gibson, Police Chief

DATE: 10/27/15

Council Mission Area: Demonstrate excellent customer service in an efficient manner.

ITEM:

Consider a resolution authorizing the City Manager to purchase nine replacement radars for the Police Department in the amount of \$16,865.68 through Kustom Signals, Inc. utilizing the HGAC cooperative purchasing agreement.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

On September 8, 2015, the Bedford City Council passed an ordinance adopting the FY 2015/16 Budget. Funds were allocated within the budget for the purchase of replacement radars for the Patrol Division and replacement laser radars for the Traffic Division.

Current radar devices for the Patrol Division range from 18 to 22 years old. These devices have well exceeded the manufacturers life expectancy of seven years. Current laser radar devices for the Traffic Division are eight to 15 years old and have also exceeded the manufacturer life expectancy of seven years. Due to the age and high utilization of these devices, the costs of repairs are beginning to increase.

Staff is recommending the purchase of five replacement Raptor RP-1, Traffic Safety Radars with Dual K-Band Antenna, Directional Mode for the Patrol Division at a cost of \$7,249.60 and four replacement ProLaser Traffic Safety Lidars for the Traffic Division at a cost of \$9,616.08. Additional devices will be purchased every two to three years until the entire radar inventory is updated.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase nine replacement radars for the Police Department in the amount of \$16,865.68 through Kustom Signals, Inc. utilizing the HGAC cooperative purchasing agreement.

FISCAL IMPACT:

Patrol Instruments & Apparatus:	\$9,616.08
Traffic Instruments & Apparatus:	<u>\$7,249.60</u>
Total:	\$16,865.68

ATTACHMENTS:

Resolution
Quote

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE NINE REPLACEMENT RADARS FOR THE POLICE DEPARTMENT IN THE AMOUNT OF \$16,865.68 THROUGH KUSTOM SIGNALS, INC. UTILIZING THE HGAC COOPERATIVE PURCHASING AGREEMENT.

WHEREAS, the City Council of Bedford, Texas determines the necessity to replace current radar devices through the FY 2015/16 budget; and,

WHEREAS, the City Council of Bedford, Texas determines the necessity of providing replacement radars due to age, usage and cost of repairing to current devices; and,

WHEREAS, the City Council of Bedford, Texas acknowledges that the new radar devices will be purchased through the HGAC Cooperative Purchasing Program.

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

SECTION 1. That the findings above are found to be true and correct, and are incorporated herein.

SECTION 2. That the City Manager is hereby authorized to purchase nine replacement radars for the Police Department in the amount of \$16,865.68 through Kustom Signals, Inc. utilizing the HGAC Cooperative Purchasing Agreement.

PRESENTED AND PASSED this the 27th day of October 2015, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



KUSTOM SIGNALS, INC.

9652 Loiret Blvd, Lenexa, KS 66219-2406
913-492-1400 Fax 913-492-1703
sales@kustomsignals.com www.kustomsignals.com

Quotation

Date 10/15/2015

To... MIKE HAGER
BEDFORD POLICE DEPARTMENT

2121 L DON DODSON
BEDFORD TX 76021

Quote # 1539998089445SC
Terms Net 30
This Quote Expires on 01/13/2016
Phone 817-952-2402
Fax 817-952-2681

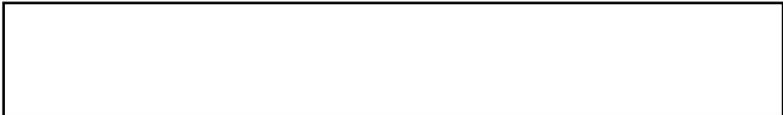
<u>Qty</u>	<u>Product Description</u>	<u>UnitPrice</u>	<u>SubTotal</u>
	HGAC EF04-15 Contract Prolaser 4		
4	ProLaser 4 bundle includes a Hogue grip, 8 AA rechargeable batteries with charger (4 of which are spares), USB to PC interface cable, 12 VDC to USB adapter, hard carry case and industry leading three (3) year warranty.	\$2,370.02	\$9,480.08
4	SHIPPING & HANDLING COSTS	\$34.00	\$136.00
	3-Year Standard Warranty		
		Total	\$9,616.08

Interested in a lease-to-own option? Contact Kustom Signals today at 800-458-7866 or tcamos@kustomsignals.com for a detailed quote and to lock in a rate. Benefits of Leasing:

- Flexible repayment terms structured to meet your budget
- Significantly faster, less complicated and less expensive than other forms of public debt
- 100% financing and immediate ownership of equipment
- Municipal leasing is cash flow friendly

Signature

If applicable sales tax not included, sales and/or freight could be subject to current rates based on your State, County, or City requirements. Seller may charge Buyer a 25% restocking fee.



Toll Free 800-4KUSTOM (800-458-7866)



KUSTOM SIGNALS, INC.

9652 Loiret Blvd, Lenexa, KS 66219-2406
913-492-1400 Fax 913-492-1703
sales@kustomsignals.com www.kustomsignals.com

Quotation

Date 10/15/2015

To... MIKE HAGER
BEDFORD POLICE DEPARTMENT

2121 L DON DODSON
BEDFORD TX 76021

Quote # 1539998089345SC
Terms Net 30
This Quote Expires on 01/13/2016
Phone 817-952-2402
Fax 817-952-2681

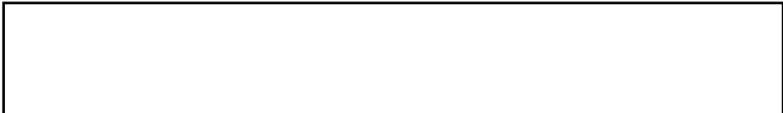
<u>Qty</u>	<u>Product Description</u>	<u>UnitPrice</u>	<u>SubTotal</u>
	***HGAC EF04-15 Contract** Raptor RP-1		
5	Raptor RP-1, Dual K-Band Antenna, Directional Mode	\$1,415.92	\$7,079.60
5	SHIPPING & HANDLING COSTS	\$34.00	\$170.00
	27-Month Standard Warranty		
		Total	\$7,249.60

Interested in a lease-to-own option? Contact Kustom Signals today at 800-458-7866 or tcamos@kustomsignals.com for a detailed quote and to lock in a rate. Benefits of Leasing:

- Flexible repayment terms structured to meet your budget
- Significantly faster, less complicated and less expensive than other forms of public debt
- 100% financing and immediate ownership of equipment
- Municipal leasing is cash flow friendly

Signature

If applicable sales tax not included, sales and/or freight could be subject to current rates based on your State, County, or City requirements. Seller may charge Buyer a 25% restocking fee.



Toll Free 800-4KUSTOM (800-458-7866)

KUSTOM SIGNALS, INC.
TERMS AND CONDITIONS

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is due **30 days after invoice date** in US dollars. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. **TERMINATION, RESTOCKING CHARGES**
Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. **WARRANTY.** Seller's warranty is provided separately.

8. **LIMITATION OF LIABILITY** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

9. **INDEMNIFICATION.** Seller and Buyer shall each indemnify the other against any and all liability, damages, costs and expenses, including without limitation reasonable attorney's fees, made against or sustained by such Party arising from the other Party's gross negligence, willful misconduct or failure to comply with applicable laws in connection with the performance of this Agreement; provided, that, in no event shall either Party be responsible to the other for any compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or for any expenditures investments, lease commitments, property improvements or other commitments made by a Party in connection with this Agreement.

10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersede any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
Attn: Sales Dept.
9652 Loiret Boulevard
Lenexa, KS 66219



Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 10/27/15

Council Mission Area: Demonstrate excellent customer service in an efficient manner.

ITEM:

Consider a resolution in support of statewide Proposition 7 for increased State funding for transportation.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

Senate Joint Resolution 5, approved by the 84th Texas Legislature, proposes a constitutional amendment that will appear on the November 3, 2015 ballot for voter approval. The proposed amendment, Proposition 7, would result in an additional \$3 billion per year for the State Highway Fund by 2020. Although this would not fully fund the State's overall transportation needs, it would be a key step toward securing critical funding for transportation projects in Texas.

In advance of this election, the Regional Transportation Council (RTC) adopted a position statement expressing support for Proposition 7 and encourages the City of Bedford to support this important transportation issue by passing this resolution.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution in support of statewide Proposition 7 for increased State funding for transportation.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution
RTC statement of support

RESOLUTION NO. 15-

A RESOLUTION IN SUPPORT OF STATEWIDE PROPOSITION 7 FOR INCREASED STATE FUNDING FOR TRANSPORTATION.

WHEREAS, the 84th Texas Legislature authorized a constitutional amendment for increased transportation funding to be on the November 3, 2015 statewide ballot; and,

WHEREAS, Proposition 7 is “The constitutional amendment dedicating certain sales and use tax revenue and motor vehicle sales, use, and rental tax revenue to the state highway fund to provide funding for non-tolled roads and the reduction of certain transportation-related debt;” and,

WHEREAS, if approved by voters, Proposition 7 would result in increased state funding for transportation to be used for non-tolled roadway projects and to repay principal and interest on general obligation bonds issued by the State; and,

WHEREAS, although this would not fully fund the state’s overall transportation needs, it would be a key step toward securing funding for transportation projects in Texas.

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

SECTION 1. That the findings above are found to be true and correct, and are incorporated herein.

SECTION 2. That the City of Bedford supports Proposition 7, the proposed amendment on the November 3, 2015 ballot to address Texas’ transportation needs.

SECTION 3. That this resolution shall be in effect immediately upon its adoption.

PRESENTED AND PASSED this 27th day of October 2015, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

September 2015

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
Regional Transportation Council



**November 3, 2015
Constitutional Amendment Election
Regional Transportation Council Position Statement**

Statewide Proposition 7

The constitutional amendment dedicating certain sales and use tax revenue and motor vehicle sales, use, and rental tax revenue to the state highway fund to provide funding for nontolled roads and the reduction of certain transportation-related debt.

The Regional Transportation Council **supports** Proposition 7. If approved by voters, Proposition 7 would require the Comptroller of Public Accounts to deposit portions of the State sales tax revenue and the motor vehicle sales tax revenue that exceed certain amounts to the State Highway Fund to be used for non-tolled roadway projects and to repay principal and interest on general obligation bonds issued by the State. Although this would not fully fund the State's overall transportation needs, it represents a key step toward securing funding for transportation projects in Texas.





Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 10/27/15

Council Mission Area: Encourage citizen involvement.

ITEM:

Consider a resolution appointing members to Bedford's Citizen Boards and Commissions.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

At the September 22, 2015 regular Council meeting, new members were appointed to Bedford's Citizen Boards and Commissions. In order to fill remaining open positions, two additional applications will be considered.

The City Secretary's Office received an application from Karla Setser to serve on the Community Affairs Commission and an application from Rick Solt to serve on the Building and Standards Commission. Currently, there is one opening on the Cultural Commission and five openings on Building and Standards.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution appointing members to Bedford's Citizen Boards and Commissions.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution

RESOLUTION NO. 15-

A RESOLUTION APPOINTING MEMBERS TO BEDFORD'S CITIZEN BOARDS AND COMMISSIONS.

WHEREAS, the City Council of Bedford, Texas desires to fill openings on Bedford's Citizen Boards and Commissions with qualified applicants.

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

SECTION 1. That the findings above are found to be true and correct, and are incorporated herein.

SECTION 2. That the City Council appoints the following members to various Bedford Citizen Boards and Commissions established to serve at the will of the Council:

Building and Standards Commission

Place 7 Alternate – Rick Solt

Community Affairs Commission

Place 5 – Karla Setser

PRESENTED AND PASSED this 27th day of October 2015, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney