



Post Office Box 9010      Addison, Texas 75001-9010      5300 Belt Line Road      (972) 450-7000  
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**AGENDA**

**SPECIAL MEETING OF THE CITY COUNCIL**

**OCTOBER 23, 2006**

**7:30 P.M.**

**TOWN HALL**

**5300 BELT LINE ROAD**

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**REGULAR SESSION**

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Item #R1 -      Consideration of Old Business.

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Item #R2 -      Consent Agenda.

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## CONSENT AGENDA

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- #2a - Approval of the Minutes for the October 10, 2006, Council Meeting.
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- #2b - Consideration and approval of an ordinance amending Chapter 30, Article III, Sections 30.62, 30.95 and 30.147 of the Code of Ordinances, regarding alarm permits and false alarm fees.
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- #2c - Consideration and approval to reject all bids submitted for the purchase and installation of Voice/IP communication system.
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- #2d - Consideration and approval of a resolution authorizing the City Manager to enter into a sponsorship contract with Coca Cola to be the exclusive non-alcoholic beverage supplier (carbonated soft drinks, bottled water, bottled tea, sport drinks, juice drinks, etc.) for the Town of Addison produced special events and public facilities.
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- #2e - Consideration and approval for the City Manager to enter into a contract for FY '07 with the Trinity River Authority to provide inspection, sampling and laboratory analysis on certain industries in Addison to comply with wastewater pretreatment laws as required by EPA.
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- #2f - Consideration and approval of a resolution authorizing the City Manager to enter into an agreement with the Dallas County Health Department that would allow the Town of Addison to participate in the cost of providing selected public health services at reduced prices to Addison residents.
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- #2g - Consideration and approval to enter into a professional services agreement with Marlin Price, an individual, dba Law Enforcement Management Services for the development of Policy and General Orders for the police department.
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#2h - Consideration and approval of final payment to Advanced Paving Co., in the amount of \$50,000, for the Addison Airport Asphalt Paving Improvements Project.

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Item #R3 - Consideration and approval of an ordinance amending Ordinance No. 005-010 of the Town, being a franchise agreement with TXU Electric Delivery Company for the provision of electric service within the Town, by, among other things, amending the time of payment of the municipal franchise charge from annual to quarterly and by extending the term of the franchise agreement.

Attachments:

1. Council Agenda Item Overview
2. Ordinance

Administrative Recommendation:

Administration recommends approval.

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Item #R4 - Consideration and approval of a 9-1-1 Emergency Service Agreement with AT&T Corporation as Interconnected Voice over Internet Protocol Service Provider.

Attachments:

1. Council Agenda Item Overview
2. VOIP Call Flow Diagram Steps
3. 9-1-1 Emergency Service Agreement

Administrative Recommendation:

Administration recommends approval.

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Item #R5 - Consideration and approval of the City Council authorizing the City Manager to enter into a contract with Mercury Communication Services, Inc. for the upgrade, and installation of the phone system in the amount of \$210,303.25 subject to the City Attorney's final approval.

Attachments:

1. Council Agenda Item Overview
2. Contract
3. Schedules A-I

Administrative Recommendation:

Administration recommends approval.

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Item #R6 - Consideration and approval of the City Council authorizing the City Manager to enter into a contract with Convergent Technologies LLC, for the purchase and installation of a Video Camera Monitoring System at the Art and Events District in the amount of \$149,749.00, subject to the City Attorney's final approval.

Attachments:

1. Council Agenda Item Overview
2. Video Surveillance RFP
3. Comparison
4. Memo from Ron Davis
5. Agreement
6. Convergent IP Video Proposal

Administrative Recommendation:

Administration recommends approval.

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Item #R7 - Consideration and approval of a resolution approving the nomination to the NCTCOG's Regional Emergency Preparedness Planning Council.

Attachment:

1. Nomination Packet

Administrative Recommendation:

Administration recommends approval.

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Item #R8 - Consideration and approval of the City Council authorizing the City Manager to enter into an agreement regarding a feasibility study for the WaterTower Theatre.

Attachment:

1. Letter from Robert Long

Administrative Recommendation:

Administration recommends approval.

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Item #R9 - Presentation and discussion of the sales and mixed beverage tax audit report prepared by Kasner and Associates.

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Item #R10 - Consideration and approval of Change Order No. 1, in the amount of \$98,225.00, for the corrective measures to make the bulk storage fuel facility on Addison Airport operational.

Attachments:

1. Council Agenda Item Overview

Administrative Recommendation:

Administration recommends approval.

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Item #R11 - Consideration and approval of final payment to Archer Western, Inc. in the amount of \$438,096.81 for the Arapaho Road Phase III project from Surveyor Blvd. to Addison Road.

Attachments:

1. Council Agenda Item Overview
2. Construction Estimate Summary

Administrative Recommendation:

Administration recommends approval.

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Item #R12 – Consideration and approval of final payment to TXU Electric Delivery in the amount of \$70,175, for cost overruns for Arapaho Road Phase III.



Attachments:

1. Council Agenda Item Overview
2. Letter and Invoice from James Davis

Administrative Recommendation:

Administration recommends approval.

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Item #R13 - Discussion and consideration of any action regarding the Dallas Area Rapid Transit (DART) 2030 Transit System Plan Update and the provision of transportation and transportation equipment and facilities by DART to and within the Town of Addison.

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Adjourn Meeting

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Posted 5:00 p.m.  
October 19, 2006  
Mario Canizares  
City Secretary

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS  
WITH DISABILITIES. PLEASE CALL (972) 450-2819 AT LEAST  
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

**OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL**

October 10, 2006  
7:30 p.m. - Council Chambers  
5300 Belt Line Road

Present: Mayor Chow, Councilmembers Braun, Hirsch, Kraft, Mallory, Mellow,  
Niemann

Absent: None

Item #R1 - Consideration of Old Business.

The following employees were introduced to the Council: Rodney Johnson (Fleet Services), Dennis McAnally (Police), and Jon Weible (Parks).

Item #R2 - Consent Agenda.

Item #2b was considered separately.

#2a – Approval of the Minutes for the September 26, Council Meeting.  
(Approved as written)

Councilmember Braun moved to duly approve the above listed items.  
Councilmember Niemann seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann  
Voting Nay: None  
Absent: None

#2b - Consideration and approval of a resolution authorizing the city manager to enter into a memorandum of understanding (MOU) with the Dallas County Health Authority for assistance during health emergencies and acts of bioterrorism.

Councilmember Kraft duly moved to approve Resolution No. R06-080 authorizing the city manager to enter into a memorandum of understanding (MOU) with the Dallas County Health Authority for assistance during health emergencies and acts of bioterrorism, subject to corrections. Councilmember Mallory seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann  
Voting Nay: None  
Absent: None

Item #R3 - Consideration and approval of an ordinance amending Ordinance No. 005-010 of the Town, being a franchise agreement with TXU Electric Delivery Company for the provision of electric service within the Town,



by, among other things, amending the time of payment of the municipal franchise charge from annual to quarterly and by extending the term of the franchise agreement.

This item was pulled by staff.

Item #R4 - PUBLIC HEARING, regarding, and consideration of approval of, a change of zoning from C-2, (Commercial-2) to PD (Planned Development) in order to provide for residential and Local Retail uses, located on 7.37 acres at the southeast corner of Addison Road and Keller Spring Road, on application from Woodmont Development, represented by Mr. Paris Rutherford.

Mayor Chow opened the meeting as a public hearing. There were no questions or comments. Mayor Chow closed the meeting as a public hearing.

Councilmember Mallory duly moved to approve a change of zoning from C-2, (Commercial-2) to PD (Planned Development) in order to provide for residential and Local Retail uses, located on 7.37 acres at the southeast corner of Addison Road and Keller Spring Road, on application from Woodmont Development, represented by Mr. Paris Rutherford, subject to the following conditions:

Landscaping:

Applicant shall submit a revised plan that provides calculations of the percentage of landscaped area versus the gross site (with and without the detention/Pocket Park area), a revised landscape buffer along the east, west, and south sides of the detention area, a sidewalk along the west side of the detention area along Addison Road, and an alternative planting plan for the street trees shown along Addison Road and Keller Springs that will allow them more space to grow and mature.

In addition, the fire lane on the east side shall be moved to the east to be flush against the property line. The trees shall be shifted to the west side of the fire lane, in front of the units. The fire lane against the south property (on the east end) shall also be moved to be flush against the south property line, and trees added in front of the units on the south. The fire lanes shall be configured so that they can be converted to either R-streets, or Mews streets in the future

Fire:

The revised plan shows a continuous fire lane, which is adequate, but the Department needs to be sure that the dimensions are sufficient. In addition, fire hydrants shall be installed at 300-foot intervals along the fire lane.

Engineering:

The site must be platted, and complete engineering drawings, including all drainage calculations, must be submitted with the final plat.

Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann  
Voting Nay: None  
Absent: None

Item #R5 - PUBLIC HEARING, requesting, consideration of approval of, a final development plan, with waivers, for approximately 414 multi-family units in an Urban Center – Residential district, located on 8.919 acres at the northwest corner of Goodman Avenue and Quorum Drive, on application from Fairfield Residential, represented by Mr. Larry Lee.

Mayor Chow opened the meeting as a public hearing. There were no questions or comments. Mayor Chow closed the meeting as a public hearing.

Councilmember Mallory duly moved to approve a final development plat , with waivers, for approximately 414 multi-family units in an Urban Center – Residential district, located on 8.919 acres at the northwest corner of Goodman Avenue and Quorum Drive, on application from Fairfield Residential, represented by Mr. Larry Lee, subject to the following conditions:

#### DESIGN WAIVER

##### Waiver 1 – Section 3. Dimensional and Design Standards Subsection A, *Lot Dimensions*.

The minimum lot width dimension for a multi-family use is 200 feet. The minimum lot depth dimension for a multi-family use is 200 feet. Lot 1, Block 1 meets the requirements. However, Lot 1, Block 2 is only 170 feet deep. As this property is at the edge of the district, there is not any more land available to make the lot deeper.

#### CONDITIONS FOR APPROVAL

-The fire lane on the north and west sides of the development must be continuous from Quorum to Artist Way, and be constructed of an approved all-weather driving surface capable of supporting a 100,000 pound vehicle.

-In addition, the Fire Department is opposed to the gating or other obstruction of the fire lane as this drive will be our primary access to the



sprinkler valves, alarm panels, and other fire service features of the buildings.

-All construction shall comply with the 2003 IBC, IPC, IMC, IECC, IFC, and 2002 NEC.

-The buildings shall be sprinklered, including all portions of the parking garage deemed necessary by the Fire Marshal.

Councilmember Niemann seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann  
Voting Nay: None  
Absent: None

Item #R6 - Consideration and approval of a final plat for three lots on 8.919 acres in the UC – Urban Center District, Residential sub-district, located on 8.919 acres the northwest corner of Goodman Avenue and Quorum Drive, on application from Fairfield Residential, represented by Mr. David Meyers of Huitt-Zollars, Inc.

Councilmember Niemann duly moved to approve a final plat for three lots on 8.919 acres in the UC – Urban Center District, Residential sub-district, located on 8.919 acres the northwest corner of Goodman Avenue and Quorum Drive, on application from Fairfield Residential, represented by Mr. David Meyers of Huitt-Zollars, Inc., subject to the following conditions:

1. Plat needs to be revised to clearly reflect dedication of park and street rights-of-way to the Town.
2. Plat needs to be revised to provide a Certificate of Approval, with lines available for the date the plat was approved by the Town, a signature line for the Mayor, and a signature line for the City Secretary.
3. Applicant shall revise construction plans to address all comments made by the Public Works Department. All revisions shall be made to the construction documents before the final plat will be filed.

Councilmember Mellow seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann  
Voting Nay: None  
Absent: None

Item #R7 -  
Presentation and discussion of the Belt Line Road Corridor Revitalization Strategy.

No action taken.

Item #R8 - Consideration and approval of a resolution approving the nomination to the NCTCOG's Regional Emergency Preparedness Planning Council.

This item was tabled.

Item #R9 - Consideration and approval of a resolution approving the Town of Addison's membership to the Transportation Excellence for 21<sup>st</sup> Century (TEX-21).

Councilmember Hirsch duly moved to approve Resolution No. R06-081 approving the Town of Addison's membership to the Transportation Excellence for 21<sup>st</sup> Century (TEX-21). Councilmember Niemann seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann  
Voting Nay: None  
Absent: None

Item #R10 - Discussion regarding the Town's participation in the River of Trade Corridor Coalition.

No action taken.

Item #R11 - Discussion of a feasibility study to expand the WaterTower Theatre.

No action taken.

Item #R12 - Presentation of plans for Addison Road project.

No action taken.

**EXECUTIVE SESSION.** At 10:14 p.m., Mayor Chow announced that the Council would convene into Executive Session to discuss the following item:

Item #ES1 - Closed (executive) session of the City Council pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with its attorney(s) on a matter in which the duty of the attorney(s) to the Town Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, regarding and relating to the Addison Airport fuel farm.

The Council came out of Executive Session at 10:38 p.m.

There being no further business before the Council, the meeting was adjourned.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Secretary



Council Agenda Item: #2b

**SUMMARY:**

Staff requests approval of an ordinance amending alarm system permits and fees.

**FINANCIAL IMPACT:**

Additional revenue generated from this proposed increase is projected to be approximately \$1,050.

**BACKGROUND:**

Police and Financial and Strategic Services staff have recently begun reviewing and revising our procedures regarding alarm billing. As a component of this review, staff surveyed other Metroplex cities to determine how Addison's current ordinance compares to other communities. Two of the items that staff identified as potential improvements to Addison's ordinance were: 1.) the identification of a specific action for violation of the ordinance, and 2.) the addition of a penalty charge for fees that are more than sixty days delinquent. The cities of Allen, Plano and Richardson include these provisions in their alarm ordinances.

Staff estimates that 73% of all alarm permits and false alarm invoices are paid within 60 days. The amendments to this ordinance are not anticipated to generate a substantial amount of revenue nor be regularly utilized. These amendments will be helpful for staff in working with the 27% of customers who are not paying these fees or permits within a timely manner. In particular, one customer has 39 false alarm charges totaling \$2,025 in false alarm fees in that have not been paid as of October 13, 2006.

The effective date for these amendments would be January 1, 2007.

Attached is a copy of the Town's current entire alarm ordinance for reference.

**RECOMMENDATION:**

Staff recommends approval of the attached ordinance.



## CURRENT ORDINANCE

### ARTICLE III. ALARM SYSTEMS\*

\***State law references:** Regulation of alarm system companies, Vernon's Ann. Civ. St. art. 4413(29bb); local regulation of burglar alarms, V.T.C.A., Local Government Code ch. 218.

#### DIVISION 1. GENERALLY

##### **Sec. 30-61. Definitions.**

The following words, terms and phrases when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Alarm site* means a location or premises served by an alarm system.

*Alarm system* means a device or system that transmits or relays a signal intended to summon law enforcement emergency services of the town, as illustrated by, but not limited to, local alarms. Alarm system does not include:

- (1) An alarm installed on a vehicle unless installed at a permanent site;
- (2) An alarm designed to alert only the inhabitants of a premises; or
- (3) An alarm installed upon premises occupied by the town.

*Burglar alarm* means an alarm system designed to provide a burglar alarm notification.

*Burglar alarm notification* means a notification intended to summon the police, which is initiated or triggered manually or by an alarm system designed to respond to a stimulus characteristic of unauthorized intrusion.

*Chief of Police* means the chief of police of the town or the chief's designee.

*False burglar alarm notification* means a burglar alarm notification to the police, when the responding police officer finds no evidence of unauthorized intrusion or attempted unauthorized intrusion.

*False robbery alarm notification* means a robbery alarm notification to the police, when the responding police officer finds no evidence of a robbery.

*Local alarm* means an alarm system that emits a signal at an alarm site that is audible or visible from the exterior of a structure and has as its purpose the summoning of aid from a town department.

*Robbery alarm* means an alarm system designed to provide a robbery alarm notification.

*Robbery alarm notification* is a notification intended to summon the police when a robbery occurs by means of an alarm system designed to be purposely activated by a human, and includes a panic/ambush alarm system.

(Code 1982, § 3-1; Ord. No. 000-001, § 1, 1-11-00)

##### **Sec. 30-62. Violations--Generally.**

A person commits an offense if he violates by commission or omission any provision of this article that imposes upon him a duty or responsibility.

(Code 1982, § 3-2)

##### **Sec. 30-63. Same--Associations.**

In addition to prohibiting or requiring certain conduct by individuals, it is the intent of this article to hold a corporation, partnership or other association criminally responsible for acts or omissions performed by an agent acting in behalf of the corporation, partnership or other association, and within the scope of his employment.

(Code 1982, § 3-3)

**Sec. 30-64. Operation and maintenance.**

(a) An permit holder under this article shall:

(1) Cause an adjustment to be made to the sensory mechanism of his alarm system in order to suppress false indications; and

(2) Maintain premises containing an alarm system in a manner that ensures proper operation of the alarm system.

(b) A person in control of a local alarm shall:

(1) Adjust the mechanism so that an alarm signal will sound for no longer than 30 minutes after being activated; or

(2) Provide personnel within 30 minutes after being notified by the town, to reset the alarm system and provide access to the premises; and

(3) Display in a prominent exterior location an identification notice provided by the chief of police.

(Code 1982, §§ 3-4, 3-5; Ord. No. 000-001, § 1, 1-11-00)

**Sec. 30-65. Manual reset.**

A person in control of a local alarm or an alarm system that causes an alarm notification to be sent directly to the town shall adjust or cause the adjustment of the mechanism so that upon activation the system will transmit only one alarm signal and will not transmit another alarm signal without first being manually reset.

(Code 1982, § 3-6)

**Sec. 30-66. Reporting of alarm signals generally.**

A permit holder under this article shall not report his alarm signals through a relaying intermediary that does not meet the requirements of this article and any rules and regulations promulgated by the chief of police or is not licensed by the state board of private investigators and private security agencies.

(Code 1982, § 3-7; Ord. No. 000-001, § 1, 1-11-00)

**Sec. 30-67. Indirect alarm reporting.**

A person who is engaged in the business of relaying alarm notifications to the town shall:

(1) Send notification of an alarm to the town by a human operator;

(2) Report alarms only over a special telephone number or numbers, designated by the chief of police; and

(3) Send alarm notifications to the town in a manner and form determined by the chief of police.

(Ord. No. 000-001, § 1, 1-11-00; Ord. No. 000-001, § 1, 1-11-00)

**Sec. 30-68. Inspection.**



Upon reasonable notification, the police chief may inspect an alarm site and alarm system of a permit holder under this article.

(Code 1982, § 3-17; Ord. No. 000-001, § 1, 1-11-00)

**Sec. 30-69. Other types of alarms.**

A person shall not install or maintain an alarm system except for the purpose of eliciting responses to burglaries, robberies, fires or requests for emergency medical assistance, unless specifically authorized by the chief of police or the fire chief of the town.

(Code 1982, § 3-18; Ord. No. 000-001, § 1, 1-11-00)

**Sec. 30-70. Innovations.**

If innovations in alarm systems or other types of alarm devices adversely affect emergency law enforcement services of the town, the chief of police may promulgate rules and regulations in order to protect the town's emergency services.

(Code 1982, § 3-19; Ord. No. 000-001, § 1, 1-11-00)

Secs. 30-71--30-90. Reserved.

**DIVISION 2. PERMIT**

**Sec. 30-91. Required.**

A person who owns or exercises control over any dwelling or any business and who desires to operate an alarm system at the dwelling or the business shall obtain a permit to operate the alarm system from the chief of police. A person commits an offense if he operates or causes to be operated an alarm system without first obtaining such a permit from the chief of police. A separate permit shall be obtained for each property, whether a dwelling or a business, with its own street address.

(Code 1982, § 3-31; Ord. No. 000-001, § 1, 1-11-00)

**Sec. 30-92. Application.**

Each permit application under this article must contain the following information:

- (1) Name, address, and telephone number of the individual or alarm user representative who will be the permit holder and will be responsible for the proper maintenance and operation of the alarm system and payment of fees or charges levied under this article;
- (2) The street address of the property, including the suite or office number, on which the alarm system is to be installed and operated;
- (3) Classification of the alarm site as either residential or commercial;
- (4) Any business name or title used for the alarm site;
- (5) The name of at least two other people to respond to an alarm in the event the permit holder is not available; and
- (6) Any other information required by the chief of police or fire chief which they deem necessary to enforce the provisions of this article.

(Code 1982, § 3-33; Ord. No. 000-001, § 1, 1-11-00)

**Sec. 30-93. False statement.**

Any false statement or misrepresentation of a material fact made by an applicant for the purpose of obtaining an alarm permit or renewal, or while making a change thereto, shall be sufficient cause for refusal to grant, or suspension of, a permit.

(Code 1982, § 3-34; Ord. No. 000-001, § 1, 1-11-00)

**Sec. 30-94. Issuance.**

Upon receipt of the required fee and completed application form, the chief of police shall issue a permit under this article unless there is cause to believe the equipment responsible for initiating an alarm will not be maintained and operated in accordance with this article or the applicant will not comply with each provision of this article.

(Code 1982, § 3-35; Ord. No. 000-001, § 1, 1-11-00)

**Sec. 30-95. Fee.**

A nonrefundable fee of \$25.00 per year is required for a burglar permit or robbery alarm permit, or both, or permit renewal (the total fee owed for either permit or both permits being \$25.00) under this article; provided, however, that no permit fee is required for new permits or renewal of existing permits for residential alarm systems. The permit fee shall be paid on or before January 15 of each year. The cost of an initial permit shall be prorated by multiplying the permit fee times the number of months remaining in the calendar year at the time of issuance (including the month in which the permit is issued) divided by 12 months (example: permit issued on July 20 =  $\$25.00 \times 6$  months remaining / 12 months = \$12.50 initial permit fee). Permits issued prior to January 1, 2001 shall expire on December 31, 2000 and a person holding such a permit shall obtain a new permit or permit renewal in accordance with this article; provided, however, that a person shall be entitled to a credit for such new permit or permit renewal equal to the cost of the permit times the number of months which would have remained for the permit (based on a 12 month permit) had the permit not expired in accordance herewith (example: one year permit issued September 1, 2000 at a cost of \$25.00; permit expires December 31, 2000; 8 months would have remained on permit had permit not expired, and  $8/12$  of \$25.00 = \$16.67; new permit or permit renewal issued at cost of \$25.00 - \$16.67 = \$8.33).

(Code 1982, § 3-36; Ord. No. 000-001, § 1, 1-11-00)

State law references: Fee authorized, V.T.C.A., Local Government Code § 218.004.

**Sec. 30-96. Transfer.**

An alarm permit cannot be transferred to another person. However, the individual designated to respond to an alarm or relay an alarm may be changed. A permit holder shall inform the director of any change that alters information listed on the permit application. No fee will be assessed for such changes.

(Code 1982, § 3-37; Ord. No. 000-001, § 1, 1-11-00)

**Sec. 30-97. Duration.**

An initial permit issued under this article shall expire on December 31 of the year in which it is issued. Each renewal permit issued thereafter is valid for a period of one year (with an expiration date of December 31) and must be renewed by payment of the permit fee.

(Code 1982, § 3-38; Ord. No. 000-001, § 1, 1-11-00)

State law references: Mandatory provisions, V.T.C.A., Local Government Code § 218.003.



**Sec. 30-98. Renewal generally.**

It is the responsibility of the permit holder under this article to pay the renewal fee in accordance with section 30-95.

(Code 1982, § 3-39; Ord. No. 000-001, § 1, 1-11-00)

**Sec. 30-99. Suspension or refusal to renew; termination of permit.**

(a) The chief of police may terminate, suspend or refuse to renew an alarm system permit for any violation of this article; provided, however, that an alarm system permit may not be terminated for nonrenewal unless at least 30 days written notice of such termination has been provided.

(b) The chief of police shall suspend, terminate or refuse to renew an alarm permit if an alarm system generates more than an excessive number of false alarm notifications in a consecutive 12 month period. In each respective category, an excessive number shall be:

(1) Ten false burglar alarms; and

(2) Five false robbery alarms;

(c) A suspension of an alarm system permit may be lifted or permit renewed upon a sufficient showing that the conditions which caused the action have been corrected and if the chief of police determines that the alarm system is likely to be maintained and operated in a responsible manner in accordance with the provisions of this article.

(d) A person commits an offense if he operates an alarm system during a period of suspension or termination or after the chief of police refuses to renew his permit.

(Code 1982, §§ 3-40--3-43; Ord. No. 000-001, § 1, 1-11-00)

**Sec. 30-100. Appeals.**

(a) If the chief of police refuses to issue or renew a permit, or suspends a permit, issued under this article, he shall, within a reasonable time, send to the applicant or permit holder by certified mail, return receipt requested, written notice of his action and a statement of the right to an appeal. In the event the notice by certified mail is not received, the police chief may send the notice by regular United States mail or by hand delivery.

(b) The applicant or permit holder may appeal a decision of the chief of police under subsection (a) of this section to the city manager by filing with the city manager a written request for a hearing, setting forth the reasons for the appeal, within ten days after receipt of the notice or in the event the notice sent by certified mail is not received, within ten days from the date of the notice sent by regular United States mail or by hand delivery. The filing of a request for an appeal hearing with the city manager stays the action appealed from until the city manager makes a final decision. If a request for an appeal hearing is not made within the said ten-day period, the action of the chief of police is final.

(c) The town manager or his representative shall serve as the hearing officer at an appeal hearing and shall consider evidence offered by any interested person relative to the decision appealed from. The formal rules of evidence do not apply at an appeal hearing; the hearing officer shall make his decision on the basis of a preponderance of the evidence presented at the hearing. The hearing officer must render a decision within 30

days after the request for an appeal hearing is filed. The hearing officer shall affirm, reverse or modify the action of the chief of police. The decision of the hearing officer in an appeal under this article is final.

(Code 1982, §§ 3-76--3-80; Ord. No. 000-001, § 1, 1-11-00)

### **DIVISION 3. ALARM SIGNAL LINES FOR FINANCIAL INSTITUTIONS**

#### **Sec. 30-121. Connection to police department.**

A financial institution required to have an alarm system pursuant to the provisions of the Bank Protection Act of 1968 (12 USC, 1882) may install, with the permission of the chief of police, a signal line directly to the police department for the purpose of reporting burglaries and robberies. If such an arrangement is made, all other requirements of this article must be met. The financial institution shall execute a letter of agreement with the town permitting the installation of all necessary equipment on an indicator panel monitored in the communications division of the police department. The installation must be accomplished at the institution's expense.

(Code 1982, § 3-10)

#### **Sec. 30-122. Fee.**

A financial institution shall pay an annual fee under this article of \$100.00 for each indicator.

(Code 1982, § 3-11)

#### **Sec. 30-123. Authority of police chief.**

The chief of police shall have the right, at reasonable times and upon oral notice, to inspect the alarm system of financial institutions at the alarm site and require necessary repairs or improvements. If the chief of police finds that the alarm system continually fails to operate or be operated to his satisfaction, he may terminate the privilege to have equipment and indicators in the communications center of the police department and require prompt removal of same at the expense of the financial institution.

(Code 1982, § 3-12; Ord. No. 000-001, § 1, 1-11-00)

#### **Sec. 30-124. Continuous operation; town not liable.**

A financial institution, at its expense, shall make arrangements to provide service for the alarm system at the instance of the financial institution or the chief of police on a 24-hour basis, seven days a week. In no event shall the town become liable for service charges for repairs and maintenance of any such signaling device.

(Code 1982, § 3-13)

#### **Sec. 30-125. Cancellation of agreement.**

A financial institution may cancel its agreement under this article with the town at any time by giving the town written notice through the chief of police, whereupon such institution, at its expense, shall have its equipment and indicators promptly removed from the monitor panel in the communications center.

(Code 1982, § 3-14)



**Sec. 30-126. Changes in equipment.**

The chief of police has the right to require any change, modernization or consolidation of alarm signaling equipment of financial institutions that he deems advisable. In no event shall the town become liable for charges for such changes.

(Code 1982, § 3-15; Ord. No. 000-001, § 1, 1-11-00)

**Sec. 30-127. Telephone reporting.**

Instead of a direct line, a financial institution may instead choose to report burglaries and robberies by transmission through an alarm reporting service using a telephone number designated by the chief of police.

(Code 1982, § 3-16)

**DIVISION 4. FALSE ALARM SERVICE CHARGE\***

\***State law references:** Fee, V.T.C.A., Local Government Code § 218.007.

**Sec. 30-146. Exemption.**

A permit holder under this article shall be exempt from any service fee charged for a false alarm notification which is later shown to have been justified or which was due to a natural or man-made catastrophe or other situation specifically exempted by the chief of police.

(Code 1982, § 3-61; Ord. No. 000-001, § 1, 1-11-00)

**Sec. 30-147. Time of payment.**

A permit holder under this article shall pay a fee assessed under this division within 30 days after receipt of notice that such fee has been assessed.

(Code 1982, § 3-56)

**Sec. 30-148. Burglar and robbery alarms.**

(a) *Burglar alarms.* The holder of a permit (whether current, suspended, terminated or nonrenewed) for a burglar alarm system issued under this article shall pay a service fee of \$50.00 for each false burglar alarm notification emitted from an alarm site that is in excess of five false burglar alarm notifications for the period of time during which the permit is in effect.

(b) *Robbery alarms.* The holder of a permit (whether current, suspended, terminated or nonrenewed) for a robbery alarm system issued under this article shall pay a service fee of \$75.00 for each false robbery alarm notification emitted from an alarm site for the period of time during which the permit is in effect.

(Code 1982, § 3-57; Ord. No. 000-001, § 1, 1-11-00)

TOWN OF ADDISON, TEXAS

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING THE CODE OF ORDINANCES OF THE CITY BY AMENDING CHAPTER 30 (EMERGENCY SERVICES), ARTICLE III (ALARM SYSTEMS), SECTION 30-62 (VIOLATIONS - GENERALLY), SECTION 30-95 (FEE), AND SECTION 30-147 (TIME OF PAYMENT) THEREOF AS SET FORTH HEREIN; PROVIDING THAT THE OPERATION OF AN ALARM SYSTEM WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY CONSTITUTES A MISDEMEANOR WHICH, UPON CONVICTION, IS SUBJECT TO A FINE IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00) AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY ON WHICH A VIOLATION OCCURS; PROVIDING THAT DELINQUENT FEES ARE SUBJECT TO A LATE CHARGE IN THE AMOUNT OF TEN PERCENT OF THE FEE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

**Section 1. Amendment.** Chapter 30 (Emergency Services), Article III (Alarm Systems), Section 30-91 (Required), Section 30-95 (Fee), and Section 30-147 (Time of Payment) of the Code of Ordinances (the "Code") of the Town of Addison, Texas (the "City") is hereby amended in the following particulars, and all other chapters, articles, section, subsections, paragraphs and words are not amended but are ratified and confirmed.

A. Section 30-62 of the Code is amended so that it shall hereafter read as follows (additions are underlined, deletions are ~~struck through~~):

**Sec. 30-62. Violations - Generally.**

A person commits an offense if he violates by commission or omission any provision of this article that imposes upon him a duty or responsibility. Any person who operates an alarm system in violation of this article shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed five hundred dollars (\$500.00). Each day of violation shall constitute a separate and distinct offense.

B. Section 30-95 of the Code is amended so that it shall hereafter read as follows (additions are underlined, deletions are ~~struck through~~):



**Sec. 30-95. Fee.**

(a) A nonrefundable fee of \$25.00 per year is required for a burglar permit or robbery alarm permit, or both, or permit renewal (the total fee owed for either permit or both permits being \$25.00) under this article; provided, however, that no permit fee is required for new permits or renewal of existing permits for residential alarm systems. The permit fee shall be paid on or before January 15 of each year. ~~The cost of an initial permit shall be prorated by multiplying the permit fee times the number of months remaining in the calendar year at the time of issuance (including the month in which the permit is issued) divided by 12 months (example: permit issued on July 20 = \$25.00 x 6 months remaining /12 months = \$12.50 initial permit fee), and shall be paid at the time of the issuance of the initial permit. Permits issued prior to January 1, 2001 shall expire on December 31, 2000 and a person holding such a permit shall obtain a new permit or permit renewal in accordance with this article; provided, however, that a person shall be entitled to a credit for such new permit or permit renewal equal to the cost of the permit times the number of months which would have remained for the permit (based on a 12 month permit) had the permit not expired in accordance herewith (example: one year permit issued September 1, 2000 at a cost of \$25.00; permit expires December 31, 2000; 8 months would have remained on permit had permit not expired, and 8/12 of \$25.00 = \$16.67; new permit or permit renewal issued at cost of \$25.00 - \$16.67 = \$8.33).~~

(b) A permit fee that is not timely paid in accordance with this section is delinquent. A permit fee that has been delinquent for at least sixty (60) days shall be subject to a late charge equal to ten (10) percent of the amount of the fee.

C. Section 30-147 of the Code is amended so that it shall hereafter read as follows (additions are underlined, deletions are ~~struck through~~):

**Sec. 30-147. Time of payment.**

A permit holder under this article shall pay a fee assessed under this division within 30 days after receipt of notice that such fee has been assessed; a fee not paid within such time period is delinquent. Such a fee that has been delinquent for at least sixty (60) days shall be subject to a late charge equal to ten (10) percent of the amount of the fee.

**Section 2. Effective Date of Increase.** The changes in the fees set forth in Section 1 above shall be effective from and after January 1, 2007.

**Section 3. Savings.** This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those Ordinances are in direct conflict with the provisions of this Ordinance.

**Section 4. Severability.** The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, and the City Council hereby declares that it would have passed such remaining portion of this Ordinance despite such invalidity, which remaining portion shall remain in full force and effect.

**Section 5. Effective Date.** This Ordinance shall become effective from and after its date of passage and publication as provided by law.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this \_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Joe Chow, Mayor

ATTEST:

By: \_\_\_\_\_  
Mario Canizares, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Ken Dippel, City Attorney

**Council Agenda Item: #2c**

**SUMMARY:**

This item is to request the Council's approval for rejecting all the bids received for the purchase and installation of an IP-based Voice communication system. The rejection of these proposals is due to funding constraints. Admittedly, the Town will benefit and reach the same goal by rethinking the design and implementing it in two (2) phases. We received thirteen (13) proposals. A copy of the evaluation sheet is attached.

**FINANCIAL IMPACT:**

Budgeted Amount: \$250,000

**BACKGROUND:**

In December of 2005, the Town released a RFP to solicit sealed written proposals from qualified vendors for the purchase and installation of an IP-based Voice communication system. However, as you will notice on the attached file, the total cost of implementation was exceeding the budgeted amount which led the staff to rethink the process and to explore the other possibilities to achieve the same goal cost-effectively. RFPs were due in March.

**RECOMMENDATION:**

Staff recommends rejection of all the bids submitted for the purchase and installation of Voice/IP communication system.



Integrator	Manufacturer	Score (Preliminary)	Ease-of-Use 15 Points	Project Experience 5 Points	Qualification & Reputation 5 Points	Cost 45 Points	Performance (Technical) 30 Points	Initial Cost (No Maintenance )	Estimated 10-Year Maintenance	Total 10- Year with Maintenance
Lantana	Zultys	82.00	13.00	4.00	4.00	36.00	25.00	\$375,435.00	\$75,720.00	\$451,155.00
Westron	ShoreTel	80.00	14.00	4.00	3.00	31.00	28.00	\$315,260.00	\$183,030.00	\$498,291.00
Allcom	3Com	76.00	10.00	5.00	5.00	40.00	16.00	\$265,962.20	\$137,475.00	\$403,437.00
Affiliated	Nortel	76.00	3.00	3.00	4.00	41.00	25.00	\$253,848.90	\$141,116.00	\$394,965.00
Preferred	3Com	74.00	10.00	5.00	5.00	39.00	15.00	\$295,261.50	\$124,133.30	\$419,394.00
Source	Avaya	73.00	5.00	5.00	5.00	28.00	30.00	\$378,030.06	\$152,874.00	\$533,560.00
Mercury	Inter-Tel	70.50	9.00	2.00	2.00	35.50	22.00	\$325,498.00	\$130,000.00	\$455,498.00
AIT	NEC	65.50	6.00	4.50	5.00	29.00	21.00	\$374,246.34	\$107,000.00	\$481,246.00
Netversant	Nortel	64.50	3.00	5.00	3.00	31.50	22.00	\$369,884.40	\$123,660.00	\$493,544.00
eLinear	Cisco	64.50	1.00	4.00	4.50	29.00	26.00	\$368,906.68	\$157,612.00	\$526,518.00
Inter-Tel	Inter-Tel	63.00	9.00	5.00	5.00	22.00	22.00	\$307,381.24	\$270,661.90	\$578,043.00
Optus	NEC	57.50	6.50	4.00	3.00	24.00	20.00	\$341,234.00	\$211,046.70	\$552,280.00
AT&T	Avaya	44.50	5.00	4.50	5.00	0.00	30.00	\$476,384.76	\$488,884.80	\$965,269.00



**Council Agenda Item: #2d****SUMMARY:**

Consideration of a Resolution authorizing the City Manager to enter into a sponsorship contract with The Coca Cola Bottling Company of North Texas for Coca Cola to be the exclusive non-alcoholic beverage supplier (carbonated soft drinks, bottled water, bottled tea, sport drinks, energy drinks, juice drinks, etc.) for the Town of Addison produced special events and public facilities.

**FINANCIAL IMPACT:**

Budgeted Amount: N/A

Cost: N/A

Revenue to Addison: \$52,000 over three years as follows: \$10,000 upon signing of contract plus \$14,000 per year. Bottler will also pay a rebate of one dollar case rebate if the volume target of 5,150 cases is met plus 18% commission on vending sales on product priced at \$1.25.

**BACKGROUND:** The Town's three year sponsorship agreement with the Pepsi Bottling Group expired in April of this year so staff submitted a Request for Proposal for these services. Proposals were received by three companies in the soft drink industry: Pepsi Cola, Coca Cola and Dr. Pepper. Staff is recommending the Coca Cola Company as the Town's official soft drink provider because we feel they provide the best combination of product, service and marketing support to meet all of the Town's needs.

**ATTACHMENT:** Beverage Marketing Agreement is subject to the final review and approval of the City Manager and City Attorney.

**RECOMMENDATION:**

Staff recommends approval.

**Beverage Marketing Agreement**  
**Town Of Addison, Texas**

This Beverage Marketing Agreement ("Agreement") is made as of the 24th day of October, 2006 by and between the Town of Addison, Texas, with its principal offices located at 5300 Belt Line Road, Dallas, Texas 75254 (herein sometimes referred to as the "Account" or the "Town") and Coca-Cola Enterprises Inc. d/b/a Coca-Cola Bottling Company of North Texas, a Delaware corporation, with a business office located at 14185 Dallas Parkway, Dallas, Texas (the "Bottler") (Account and Bottler are herein sometimes referred to together as the "parties" and individually as a "party").

**WITNESSETH:**

WHEREAS, Account owns and operates several municipal Facilities (as defined below) and conducts several Events (as defined below) within the Town, and desires to grant to Bottler, for the period of time and according to the terms and conditions set forth herein, the exclusive right to advertise and sell its beverage products in the Facilities and at the Events as described herein; and

WHEREAS, Bottler desires to sell and promote certain of its beverage products in such Facilities and at such Events in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained the parties do hereby agree as follows:

1. Definitions.

(a) "Agreement Year" shall mean each consecutive twelve-month period during the Term beginning with the first day of the Term.

(b) "Beverage" or "Beverages" shall mean all nonalcoholic beverages of any kind, excluding fresh-brewed unbranded coffee products and fresh-brewed unbranded tea products, unflavored dairy drinks, water drawn from the public water supply or unbranded juice squeezed fresh at the Facilities.

(c) "Products" shall mean all Beverages purchased directly from Bottler or sold through vending machines owned, stocked and serviced exclusively by Bottler.

(d) "Competitive Products" shall mean all Beverages which are not Products.

(e) "Approved Cups" shall mean disposable cups approved by Bottler from time to time as its standard trademark cups and/or vessels and/or other (disposable and nondisposable) containers approved by Bottler from time to time, all of which shall prominently bear the trademark(s) of Coca-Cola® and/or other Products on 100% of the cup surface.

(f) "Facilities" shall mean that portion of the Account Properties which Account and Bottler have mutually identified as an appropriate location to place Beverage dispensing equipment, including without limitation, Beverage vending machines, from which Beverages are dispensed. Such properties owned by Account shall include, but not be limited to, those which are identified in Exhibit A attached hereto and incorporated herein. The Facilities may be modified as determined by Account.



(g) "Events" shall mean those events which are (i) hosted and produced solely by Account and (ii) held in Addison Circle Park, as identified in Exhibit C attached hereto and incorporated herein, and may be modified by Account, in Account's sole discretion, during the Term, with notice of such modification provided to Bottler.

(h) "Account Properties" shall mean the entire premises of each of the locations set forth in Exhibit A, including without limitation, parking lots, grounds, all vending and concession areas, sidelines, benches and locker rooms, food outlets, and dining facilities.

## 2. Term

Subject to the annual appropriation of funds by Account to make payments as described herein, this Agreement shall be in effect for a period of three years, beginning November 1, 2006 and ending, unless terminated earlier in accordance with the terms and conditions of this Agreement, on October 31st, 2009 (the "Term"). If Account does not appropriate such funds on or before September 30 of any Agreement Year during the Term, this Agreement shall end at 12:00 a.m. (midnight) on the October 1 immediately following the said September 30, and the parties hereto shall thereafter have no further obligation one to the other, other than the repayment by Account of any unearned Sponsorship Fees as such repayment is described herein, less any commissions or other payments due to Account under this Agreement.

## 3. Advertising Rights

During the Term and subject to the Permitted Exceptions set forth in Section 8:

(a) Account hereby grants to Bottler the exclusive right to advertise Beverages and specifically Products at the Events. Specific advertising, including, without limitation, the size, content, materials used, and location of the advertising, shall be subject to the prior review and approval of Account.

(b) Bottler and Account agree to discuss plans for joint promotions. The terms and conditions of such a promotion, if any is agreed upon, shall be mutually agreed upon.

(c) Account agrees that Bottler's advertising shall be positioned at all times in such a manner that the advertising message is in no way obscured (electronically or otherwise) and is clearly visible to Accounts and the media. The Products shall be listed on all menus located at the Events and/or Facilities and all equipment dispensing Products shall be prominently identified with the appropriate trademarks/logos of The Coca-Cola Company, to the extent such trademarks/logos are customarily identified on such equipment.

(d) Account further agrees that, at Events, when (i) Account has not provided cups for an Event, and (ii) Approved Cups are provided by Bottler for the Event, all Products will be dispensed in Approved Cups at the Event.

## 4. Sponsorship Rights

During the Term and subject to the Permitted Exceptions set forth in Section 8:

(a) Bottler will have the exclusive right to advertise the Products as the "Official" or "Exclusive" soft drinks, sports drinks, water, tea and/or juice or juice drink, etc. of the Facilities and/or Events. Such advertising rights and the specific advertising (including, without limitation, the size, content,



materials used, and location of the advertising) shall be subject to Account's prior written approval, such approval not to be unreasonably withheld.

(b) Account hereby grants to Bottler a royalty-free license, exclusive for Beverages, to use the name and logos of the Account ("Account Marks") in connection with the promotion of Products, but only directly in connection with the Facilities and the Events and subject to the terms and conditions of this Agreement. Such promotion may occur in advertising (TV, radio, and print), packaging, vessels, promotional materials, and point of sale materials for Products and may be in connection with the marks and logos of Bottler's Accounts. All reproduction and use of the Account Marks shall be under the strict control and supervision of the Account. All proposed uses of any Account Marks shall be subject to Account's review and prior written approval. All Account Marks supplied to Bottler under this Agreement will belong to and remain the sole property of Account, and Bottler shall not have or acquire any right to copy, reproduce, publish or use such Account Marks except in connection with the specific purposes of and in accordance with this Agreement. Upon termination or expiration of this Agreement, usage of the Account Marks will cease and all Account Marks then in the possession of Bottler, and all copies thereof, will be promptly returned to Account or disposed of in such manner as Account will direct; this obligation shall survive the expiration or termination of this Agreement.

(c) Bottler hereby grants to Account a royalty-free license, exclusive for Beverages, to use the name and logos of Bottler and The Coca-Cola Company ("Bottler Marks") in connection with the promotion of Account Properties and the Events, but only directly in connection with the Account Properties and the Events and subject to the terms and conditions of this Agreement. Such promotion may occur in advertising (TV, radio, and print), packaging, vessels, promotional materials, and point of sale materials for Products and may be in connection with the marks and logos of Account's Accounts. All reproduction and use of the Bottler Marks shall be under the strict control and supervision of the Bottler. All proposed uses of any Bottler Marks shall be subject to Bottler's review and prior written approval. All Bottler Marks supplied to Account under this Agreement will belong to and remain the sole property of Bottler, and Account shall not have or acquire any right to copy, reproduce, publish or use such Bottler Marks except in connection with the specific purposes of and in accordance with this Agreement. Upon termination or expiration of this Agreement, usage of the Bottler Marks will cease and all Bottler Marks then in the possession of Account, and all copies thereof, will be promptly returned to Bottler or disposed of in such manner as Bottler will direct; this obligation shall survive the expiration or termination of this Agreement.

## 5. Product Rights

During the Term and subject to the Permitted Exceptions set forth in Section 8:

(a) Account hereby grants to Bottler the exclusive right to sell or distribute Beverages at the Facilities and during the Events. Account and its concessionaires shall purchase all Products directly from Bottler; provided, however, that notwithstanding any other provision of this Agreement, in the event Bottler fails to timely and fully provide Products to any of the Facilities or Events, Account has the right to obtain Products from a third-party retailer.

(b) During the Term, Bottler will loan to Account, pursuant to the terms of Bottler's equipment placement agreement, at no cost, that Beverage dispensing equipment (Beverage vending machines) which is reasonably required and as mutually agreed upon between the parties to dispense Beverages at the Facilities ("Equipment"). The type, number and location of such Equipment and any other equipment of Bottler shall be as agreed upon by Account and Bottler. Account understands that electric service (including standard electrical outlets) at the Facilities is proper and adequate for the installation of



Equipment, but a determination of the same is the sole responsibility of Bottler, and Account shall in no way be responsible or liable for any damage to the Equipment or other materials or equipment of Bottler resulting from defective electrical services. Title to all Equipment will remain vested in Bottler, who shall be responsible for repairing, cleaning, and maintaining the same in good working order and condition.

(c) With respect to all Equipment and other equipment and materials of Bottler, except to the extent attributable to the intentional or negligent act or omission of Account, its employees and agents, Bottler shall be responsible for and shall bear the risk of loss or damage to the same, whether by theft and/or vandalism or otherwise.

6. Consideration

(a) In consideration of the rights and benefits granted to Bottler hereunder, Bottler agrees to pay Account the total sum of Fifty Two Thousand Dollars (\$52,000) (the "Sponsorship Fees") for the entire Term. The Sponsorship Fees will be paid as follows:

Agreement Year One	\$10,000 payable within thirty (30) days of the date this Agreement is fully executed
Agreement Year One	\$14,000 payable on or before November 1, 2006
Agreement Year Two	\$14,000 payable on or before November 1, 2007
Agreement Year Three	\$14,000 payable on or before November 1, 2008

Except as otherwise provided for herein, the Sponsorship Fees will be deemed earned evenly on a monthly basis, over the entire Term.

(b) Bottler agrees to pay Account a rebate at the rate of one dollar (\$1.00) on all standard physical cases of non-vended 20 ounce bottle/can Products purchased and paid for by Account directly from Bottler for sale at the Facilities and/or Events during the Term (the "Rebate"), but only after Account reaches the annual case sales volume target of 5,060 standard physical cases. The Rebate shall be paid with respect to incremental cases over and above 5,060. The Rebate shall be paid annually, in arrears, within thirty (30) days after the end of each applicable Agreement Year in which the Rebate was earned beginning with case number 5,060, and will be based on Bottler's case sales records.

(c) Bottler will pay Account a commission based on cash collected (after deducting taxes and government mandated deposits and/or handling fees, if any) from full service vending at the Facilities and during the Events. Such commission rates and initial vend prices shall be as follows:

Public Vending Locations

<u>Package</u>	<u>Commission Rate</u>	<u>Initial Vend Price</u>
20 ounce bottles – carbonated	18%	\$1.25
20 ounce bottles – Nestea	18%	\$1.25
20 ounce bottles – PowerAde	18%	\$1.25
20 ounce bottles – Dasani	18%	\$1.25
20 ounce bottles – Dasani Flavor	18%	\$1.25
16 ounce cans – Full Throttle	15%	\$2.00

Employee Vending Locations

<u>Package</u>	<u>Commission Rate</u>	<u>Initial Vend Price</u>
20 ounce bottles – carbonated	0%	\$0.85

20 ounce bottles – PowerAde	0%	\$0.85
20 ounce bottles – Dasani	0%	\$0.85
20 ounce bottles – Dasani Flavor	0%	\$0.85
20 ounce bottles – Minute Maid	0%	\$0.85
Refreshment		

All Commissions will be paid through Electronic Funds Transfer each Month.

Commissions shall not be payable on any sales from vending machines not filled or serviced by Bottler. Bottler may adjust the vend prices on an annual basis as necessary to reflect changes in its costs, including cost of goods, and the commission, at the commission rate, shall be paid on the adjusted vend prices. These commissions will be paid on or about the 20th of each month following the month in which they are earned, with an accounting of all sales and monies in a form satisfactory to Account, and shall become the immediate property of Account.

(d) Each Agreement Year, Bottler agrees to provide Account with complimentary Products, as mutually agreed upon between Bottler and Account, with an approximate annual retail value of one hundred dollars (\$100).

(e) At each of the Events, Bottler shall pay for the production and provision of all signs which promote or advertise Products for all third-party food and beverage sellers participating in an Event.

7. Competitive Products

During the Term and subject to the Permitted Exceptions set forth in Section 8:

(a) No Competitive Products may be sold, dispensed, sampled or served anywhere, at any time at the Facilities and/or during the Events. Employees and officials of Account will not be prohibited from bringing to the Facilities and/or the Events Beverages (and cups or other containers to be used with such Beverages) of their choosing, including PepsiCo. Beverages for their own personal consumption and not for resale.

(b) No permanent or temporary advertising, signage or trademark visibility for Competitive Products will be displayed or permitted anywhere (i) at the Facilities, (ii) during the Events, (iii) in advertising for the Events.

(c) Account will not enter into any agreement or relationship whereby any Competitive Products are associated in any manner with the Facilities or the Events.

(d) Should Account learn of any Competitive Products advertising or promoting any association with the Facilities or the Events, Account and Bottler shall use their respective reasonable efforts to stop such advertising or promotion to protect the exclusive associational rights granted to Bottler in this Agreement.

8. Permitted Exceptions

(a) Account shall have the right to make (i) specialty syrups and mixes used for mixed drinks available at the Facilities and/or during the Events. This provision shall not be read to allow advertising and merchandising rights for such Competitive Products, except that trademarks for such Competitive Products may be displayed on menu boards and packaging.



(b) Account shall have the right to make Competitive Products (and signs in connection therewith) available to a third party (and any food service provider or any concessionaire used by such third party) temporarily using space in (i) any of the Account Properties or (ii) that area which comprises the outdoor portion of the Addison Conference Centre and generally referred to as Addison Circle Park (and herein referred to as "Addison Circle Park"), and Account is permitted to allow third parties (and any food service provider or concessionaire used by such third parties) to provide Competitive Products (and signs in connection therewith) to satisfy requests by third-parties temporarily utilizing (i) the facilities at any Account Properties or (ii) Addison Circle Park (for example, a third party renting a room in the Addison Conference Centre or any part thereof, including utilizing the Addison Arts and Events District, would be able to serve Products or Competitive Products (and use signs with the names or logos of Competitive Products thereon), through its own means or otherwise (such as through a food service provider or a concessionaire), which are not covered by this Agreement). After an event held by a third party at any of the Account Properties or Addison Circle Park, Account agrees to remove or cause the removal of any unused Competitive Product and related signs there from.

#### 9. Pricing

Account shall be entitled to purchase bottle/can Products from Bottler in accordance with the price schedule set forth in Exhibit C. Such prices shall remain in effect until December 31, 2007. Thereafter, such prices will be subject to an annual increase of no more than three percent (3%) over the previous year's prices, except in the event of a substantial and unforeseen increase in a material component of Bottler's cost of goods, manufacture or delivery, in which case Bottler may increase prices to cover such increased costs. Annual price increases shall occur automatically on January 1<sup>st</sup>.

#### 10. Termination

(a) Either party may terminate this Agreement if the other party materially breaches this Agreement and the breaching party does not correct such breach within thirty (30) days after its receipt of written notice from the non-breaching party specifying such breach. For purposes hereof and without limitation, an example of a material breach by Bottler includes the failure to timely service Beverage dispensing equipment located within the Facilities as set forth in Section 12.

In the event of such termination due to Account's breach, Account shall: (i) return any Equipment, (ii) pay to Bottler a pro rata portion of the costs of refurbishing and installing the Equipment, and (iii) pay to Bottler the unearned portion of any pre-paid Sponsorship Fees (determined by multiplying the Sponsorship Fee paid by Bottler for the Agreement Year in which the Agreement is terminated by a fraction, the numerator of which is the number of days remaining in the Agreement Year in which the Agreement is terminated at the time such termination occurs, and the denominator of which is 365).

In the event of such termination due to Bottler's breach, Bottler shall, (i) at Account's request and at Bottler's sole cost and expense, remove the Equipment from the Facilities, and remove signs, and all other materials or equipment of Bottler or any authorized affiliate of Bottler, and (ii) within thirty (30) days following such termination, pay to Account any unpaid Rebate or commission as described in Section 6 or any other earned but unpaid sponsorship fees.

(b) Expiration. Upon expiration of this Agreement, if Account has not entered into a further agreement with Bottler for the purchase of Products, Account shall surrender to Bottler, the Equipment, signs, and all other materials or equipment of Bottler or any authorized affiliate of Bottler, and Bottler shall remove the same at its sole cost and expense. Such removal shall occur not later than ten (10) days



following the expiration of this Agreement. If the event Bottler fails to remove such Equipment, signs, and other materials or equipment of Bottler within such ten (10) day period, Account shall have the right, without liability of any kind whatsoever to Bottler, to remove the same, and Bottler shall pay for all costs and expenses incurred by Account in connection with such removal.

(c) Notwithstanding the other provisions of this Agreement, if any federal, state or local law, rule, regulation or order prohibits, restricts or in any manner interferes with the sale or advertising of Beverages at any time during the Term of this Agreement, or if for any reason the use of any of the Events unreasonably declines, or any of the Facilities are closed, then at its option and as its sole remedy, Bottler may terminate this Agreement, and Account shall: (i) return any Equipment, and (ii) pay to Bottler the unearned portion of any pre-paid Sponsorship Fees (determined in the same manner as set forth above in subsection (a) of this Section).

(d) Account represents to Bottler that, to the best of its actual knowledge, it has full right and authority to enter into this Agreement. Upon expiration or revocation of such authority, then at its option and as its sole remedy, Bottler may terminate this Agreement, and Account shall: (i) return any Equipment, pay to Bottler the unearned portion of any pre-paid Sponsorship Fees (determined in the same manner as set forth above in subsection (a) of this Section).

(e) Bottler shall have the right to withhold and not pay further Sponsorship Fees or any other amounts which may become payable to Account pursuant to this Agreement if: (i) Account has failed to perform its material obligations hereunder after any cure period as set forth in Section 10(a) above, (ii) Bottler's rights hereunder have been lost, limited or restricted, or (iii) there exists a bona fide dispute between the parties.

#### 11. Maintenance and Delivery; Service

(a) All Equipment or any other equipment or materials used or provided by or on behalf of Bottler in connection with this Agreement shall be in good working order. Bottler agrees to and shall provide regular preventive maintenance on the Equipment or any other equipment or materials used or provided by or on behalf of Bottler and shall provide mechanical service, without charge, and delivery of Products to Account, within eight (8) hours of Bottler's receipt of a service request. Bottler agrees to provide such service during Account's regular business hours and within Twenty Four (24) hours during Account's non-business hours and weekends, excluding holidays recognized by Account. Bottler agrees to provide a toll-free service number on the Equipment.

(b) Defective workmanship during the maintenance or repair of the Equipment undertaken by Bottler will be corrected by Bottler, at no additional charge to Account, when Bottler is given notification of any such defective workmanship.

(c) Bottler will not be obligated to provide service hereunder during periods in which it is prevented from doing so due to strikes, civil disturbances, unavailability of parts or other causes beyond the control of Bottler.

(d) Bottler will install and move all Equipment and all other equipment or materials used or provided by or on behalf of Bottler. Direct delivery schedules will be set to assure each facility maintains adequate inventory to accommodate Account demand.



(e) In connection with the removal of any Equipment or other equipment or materials of Bottler, Bottler shall use its reasonable commercial efforts to leave each site where the same is located in the condition it existed prior to installation of such equipment, reasonable wear and tear excepted.

(f) Bottler employees shall be dressed professionally and in easily identifiable uniforms, and shall act professionally at all times (including, without limitation, no drinking of alcoholic beverages while working hereunder, and careful and prudent driving);

(g) Bottler shall provide timely delivery of all Products to multiple Event participant outlets/tents;

(h) Bottler guarantees that there will be sufficient amounts of Product on trucks during Events to adequately supply the Events or that there is ready capability to promptly re-stock to meet demand for Products;

(i) All Products provided by Bottler shall be fresh and comply with, and the activities of Bottler hereunder shall comply with, all applicable governmental or regulatory laws, rules, standards, and regulations.

(j) Bottler agrees to provide to the Account a refrigerated truck adequate to supply refrigerated Products each day for Events, which truck shall have a refrigeration unit at least a mid-size Bobtail trailer 96x93.5 x 280 in size. The Products shall be stored in the refrigerated trucks in advance and delivered cold to the Event participants. At Events, Bottler personnel shall be on-site of the Event at least one (1) day prior to the start of the Event. Bottler shall provide sufficient personnel and Products at all times (including, without limitation, peak times) during each such Event to ensure that its services and Products are provided in a first class manner. Account shall provide Bottler with a schedule for such Events, which schedule may be modified from time to time by Account. Such schedule will be provided to Bottler at least two weeks in advance of any Event, and thereafter Account shall promptly provide Bottler with any changes to such schedule.

(k) Bottler shall provide the following minimum personnel for and during all times of these Events: (i) at least six (6) service personnel for Taste Addison, (ii) at least three (3) service personnel for Kaboom Town!, and (iii) at least six (6) service personnel for Oktoberfest. For all other Events, Bottler shall provide a minimum of (2) two Event personnel for and during each Event.

13. Governing Law; Venue

This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Dallas County, Texas.

14. Compliance with Law.

Each of the parties hereto agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and shall obtain all licenses, registrations or other approvals required in order to fully perform its obligations hereunder.

15. Retention of Rights



Except as provided for in this Agreement, Account shall not obtain, by this Agreement, any right, title or interest in the trademarks of The Coca-Cola Company or Bottler, nor shall this Agreement give Account the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of Bottler or The Coca-Cola Company. Except as provided for in this Agreement, Bottler shall not obtain, by this Agreement, any right, title or interest in the trademarks of the Town of Addison, Texas, nor shall this Agreement give Bottler the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of the Town of Addison, Texas.

16. Miscellaneous

(a) Insurance. During the Term, Bottler shall provide and maintain the minimum insurance coverages set forth below:

- (1) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$2,000,000 products/completed operations aggregate) and contractual liability. Coverage for products/completed operations must be maintained for at least two (2) years after the termination or expiration of this Agreement. Coverage must be amended to provide for an each-location aggregate limit of insurance.
- (2) Workers Compensation insurance at statutory limits, including Employers Liability coverage at minimum limits of \$500,000 each-occurrence each accident/\$500,000 by disease each-occurrence/\$500,000 by disease aggregate.
- (3) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

Any approved subcontractor(s) hired by Bottler shall maintain insurance coverage equal to that required of Bottler. It is the responsibility of Bottler to assure compliance with this provision.

With reference to the foregoing insurance requirements Bottler shall specifically endorse applicable insurance policies as follows:

- (1) The Town of Addison, Texas shall be named as an additional insured with respect to the workers compensation insurance and all liability policies, including, without limitation, employers liability coverage.
- (2) All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- (3) A waiver of subrogation in favor of the Town of Addison shall be contained in the Workers Compensation and all liability policies. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison of any material change in the insurance coverage.

- (4) All insurance policies shall be endorsed to the effect that the Town of Addison will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.
- (5) All insurance policies, which name the Town of Addison as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- (6) Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- (7) Bottler may maintain reasonable and customary deductibles, subject to approval by the Town of Addison.
- (8) Insurance must be purchased from insurers that are financially acceptable to the Town of Addison.

Certificates of Insurance for all insurance required hereby shall be prepared and executed by the insurance company or its authorized agent, delivered to Account at the time of execution of this Agreement (and updated copies thereof shall be promptly provided to the Town upon renewal or any modification or other change to such insurance), and shall contain provisions representing and warranting the following:

- (1) Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein (including, without limitation, naming the Town of Addison, Texas as an additional insured).
- (2) Shall specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison.

(b) Bottler is an independent contractor, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, joint enterprise, or employment between the parties. Each party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way.

(c) Neither party shall have the authority to or shall assign, convey, pledge, or otherwise transfer in any manner this Agreement, or any of the privileges, rights, or duties set forth herein, to any other person or entity, without the express prior written approval and consent of the other party. Any assignment, conveyance, pledge, or other transfer in violation of this provision shall be null and void *ab initio*.

(d) This Agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

(e) In connection with this Agreement, Bottler shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement. Account and Account's duly authorized representatives shall be afforded reasonable access to Bottler's records, books and other data relating to this Agreement during normal business hours at the Bottler's address first listed above, including the right to audit or inspect the same. Any audit or inspection must take place within three (3) years of the applicable transaction.

(f) All obligations and responsibilities arising prior to the expiration or termination of this Agreement allocating responsibility or liability of or between Account and Bottler shall survive the completion or termination of this Agreement, and any rights and remedies either party may have with respect



to the other arising out of the performance of services during the term of this Agreement shall survive the cancellation, expiration, or termination of this Agreement.

(g) Notwithstanding any other provision of this Agreement, the scheduling, production, holding and conduct of any Events is at and is subject to the sole discretion of Account, and Account is not and shall not be required to schedule, produce, hold or conduct the Events; provided however; that in the event any of the Events are not held, Account shall: (i) return any Equipment used solely in connection with such Event, and (ii) pay to Bottler the unearned, pro-rata portion of any pre-paid Sponsorship Fees directly applicable to the Event.

(h) The failure of either party to enforce any provision or condition contained in this Agreement at any time will not be construed as a waiver of that condition or provision nor will it operate as a forfeiture of any right of future enforcement of the condition or provision.

(i) All obligations and responsibilities arising prior to the expiration or termination of this Agreement allocating responsibility or liability of or between Sponsor and Promoter shall survive the completion or termination of this Agreement, and any rights and remedies either party may have with respect to the other arising out of the performance of services during the term of this Agreement shall survive the cancellation, expiration, or termination of this Agreement.

(j) All notices to be given, provided for or permitted under this Agreement shall, unless otherwise provided for herein, be in writing and shall be delivered personally, or sent by certified or registered U.S. mail, postage prepaid and return receipt requested, to the party to be notified, at the address for such party first set forth above (and such notices shall be deemed effective upon receipt).

(k) The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

17. Entire Agreement

This Agreement and its exhibits contain the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be assigned without the prior written consent of all parties. All amendments to or waivers of this Agreement must be in writing signed by all the parties.

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

COCA-COLA ENTERPRISES INC. d/b/a  
COCA-COLA BOTTLING COMPANY OF  
NORTH TEXAS

THE TOWN OF ADDISON, TEXAS

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

EXHIBIT A

Beverage vending machine placements  
(all addresses located within the Town of Addison, Texas)

<b>Area / Facility</b>	<b>Address</b>
Town Hall (1 machine)	5300 Beltline Road 75240
Service Center (3 machines)	16801 Westgrove Dr 75001
Police Headquarters (2 machines)	4799 Airport Pkwy 75001
Athletic Club & Swimming Pool Area (3 machines)	3900 Beltway Dr 75001
Central Fire Station (2 machines)	4798 Airport Pkwy 75001
Airport Pilot Lounges (2 machines)	4765 Roscoe Turner and 4551 Jimmy Doolittle
Conference and Theatre Centre (1 machine in Theatre building)	15650 Addison Rd 75001

**\* 20oz. Dasani Water will be in made available in all Beverage vending machines.**



Exhibit B

Pricing Schedule

<u>Package</u>	<u>Price Per Case</u>
20 ounce bottles – carbonated	\$15.00
20 ounce bottles – Nestea	\$15.00
20 ounce bottles - Dasani Water	\$10.00
20 ounce bottles – Dasani Flavor	\$10.00
12 ounce cans – carbonated	\$ 8.00
20 ounce bottles – Minute Maid Refreshment	\$15.00
20 ounce bottles – PowerAde	\$17.50
16 ounce cans – Full Throttle	\$32.00
16 ounce bottles – Minute Maid Juices to Go	\$18.50
16 ounce bottles – Nestea	\$18.50
Pre-mix beverage concentrate	\$22.00 per tank.
Post-mix beverage concentrate	\$49.50 per 5 gal box

Estimated annual 3% price increase due to rising fuel, labor and packaging cost.

\*\* There are no additional fees for service or delivery.

Exhibit C

Annual Events

(all Events are held in Addison Circle Park located within the Town of Addison)  
(dates are subject to change by Account)

A Taste of Addison	Addison Circle Park	May 11 – 13, 2007 May 9 – 11, 2008 May 8 – 10, 2009
Cinema in the Circle	Addison Circle Park	June 9, 16, 23 & 30, 2007 June 7, 14, 21, & 28, 2008 June 6, 13, 20, & 27, 2009
Kaboom Town	Addison Circle Park	July 3 of each year (2007, 2008,2009)
Oktoberfest	Addison Circle Park	September 20 – 23, 2007 September 18 – 21, 2008 September 17 – 20, 2009



**Council Agenda Item: #2e**

**SUMMARY:**

Annual contract for FY '07 with the Trinity River Authority to provide inspection, sampling and laboratory analysis on certain industries in Addison to comply with wastewater pretreatment laws as required by EPA.

**FINANCIAL IMPACT:**

Budgeted Amount: \$0

Cost: \$0

If over budget or not budgeted, what is the budget impact?

N/A

**BACKGROUND:**

The EPA requires that industries categorized as significant industrial users (SIUs) regarding their wastewater discharges be scrutinized by the local governing authority for compliance with federal law. Since the Trinity River Authority (TRA) treats all of the wastewater generated in the industrially zoned areas in Addison and is the agency responsible to the EPA, in the interest of impartiality and credibility, we felt it is prudent to continue our relationship with TRA for EPA required services.

Being that the actual expenditures to TRA are recoverable from SIUs, no monies are budgeted for this regulatory program. An enterprise account (#01-000-11505) in the Utility Fund has been created to handle this financial arrangement. For your information, we do not expect expenditures for the term of this contract to exceed \$3,000. Find attached a cover letter from TRA and a draft contract for Mr. Whitehead's signature. Please forward both signed contracts to TRA for their signature and provide to me a copy of the fully executed contract when it returns from TRA.

**RECOMMENDATION:**

Staff recommends approval

# **EXHIBIT A**

## **CONTRACT FOR TECHNICAL SERVICES**

### I. CONTRACTING PARTIES

The Receiving Agency: **TOWN OF ADDISON**, whose authorized address is:

**PO Box 9010**  
**Addison, Texas 75001**  
**Attn: Neil Gayden, R.S. Environmental Services Official**

The Performing Agency: Trinity River Authority of Texas, whose authorized address is 5300 South Collins, P. O. Box 240, Arlington, Texas 76004-0240, Attention: Danny F. Vance, General Manager (or his designated representative).

### II. STATEMENT OF SERVICES TO BE PERFORMED

In order to discharge the responsibilities associated with the enforcement of Federal, State, and City regulations, the Receiving Agency requires services of a laboratory qualified to perform water and wastewater analysis, and of personnel to conduct industrial inspection and/or sampling services, such services detailed in Section A, Subsection(s) **1, 2 & 3**, below.

#### A. PERFORMANCE OF SERVICES

##### 1. Industrial Inspection Services

In keeping with the foregoing, the Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform industrial inspection services within the parameters listed on the attached schedule sheet.

The Performing Agency (Trinity River Authority of Texas) shall perform all Industrial Pretreatment Inspections, review permit applications and prepare for submittal Permits to Discharge Industrial Wastes to the Sanitary Sewer in accordance with procedures established by the Trinity River Authority of Texas in accordance with 40 CFR Part 403.8. Industrial Pretreatment Inspections, Application reviews and Permit preparations and submittals shall be in compliance with the Receiving Agency's Industrial Waste Ordinances, Sewer Ordinances Numbers **003-003**, and EPA General Pretreatment Regulations for Existing and New Sources. Records of Inspections, Applications and Permits shall be maintained as required by EPA General Pretreatment Regulations, 40 CFR Part 403.12.

##### 2. Industrial Sampling Services

In keeping with the foregoing, the Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform industrial sampling services within the parameters listed on the attached schedule sheet and in accordance with the Receiving Agency's Industrial Waste Ordinances and Sewer Ordinances Numbers **003-003**.

The Performing Agency (Trinity River Authority of Texas) shall perform all sample collections, sample preservation, and maintenance of chain-of-custody records in accordance to the approved procedures set forth in Test Methods for Evaluating Solid Waste, EPA Manual SW-846, Methods for Chemical Analysis of Water and Wastes,



EPA Manual EPA-600/4-79-020, and the Handbook for Sampling and Sample Preservation of Water and Wastewater, EPA Manual EPA-600/4-82-029. The samples shall be properly collected, preserved and delivered by the Performing Agency to the Performing Agency's laboratory located at 6500 West Singleton Blvd., Dallas, Texas. When feasible flow or time composited sampling will be conducted. When composited sampling is not feasible, grab sampling will be appropriate.

3. Analytical Services

In keeping with the foregoing, the Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform analytical services within the parameters listed on the attached schedule sheet.

The Receiving Agency will collect samples and deliver them to the laboratory for analysis. It is understood that these samples will be properly collected and preserved in accordance with applicable sections of A Practical Guide to Water Quality Studies of Streams, Federal Water Pollution Control Administration publication and Methods for Chemical Analysis for Water and Wastes, EPA manual, as well as the latest edition of Standard Methods for the Examination of Water and Wastewater. A chain-of-custody procedure shall be maintained in the field and the laboratory in accordance with procedures to be established by the Receiving Agency. The Receiving Agency will furnish chain-of-custody.

The Performing Agency (Trinity River Authority of Texas) will perform all analyses according to the approved procedures set forth in Standard Methods for the Examination of Water and Wastewater, current edition or the latest edition of Methods for Chemical Analysis of Water and Wastes, EPA manual. Samples will be analyzed by these methods on the production basis, to include appropriate analytical quality assurance procedures. Records will be kept for documentation of the Performing Agency's quality assurance program and copies will be available to the Receiving Agency upon request. Unusual interferences and problems will be reported to the Receiving Agency at its authorized address noted above. Research into specific techniques to overcome these difficulties will be undertaken when practical, and by mutual agreement. The chain-of-custody sheet submitted with each sample will designate the particular analysis or analyses to be made of each sample submitted. The laboratory will be operated in such a manner as to insure the legal sufficiency of the sample handling; analytical and reporting procedures; and to remedy effects in the procedures should such be discovered.

The various laboratory personnel shall be directed upon receipt of written notice from the Receiving Agency 72 hours in advance, to appear and testify in enforcement actions. In such event, travel and per diem expenses for such employees shall be paid by the Receiving Agency. Travel and per diem for court appearances hereunder shall be based on current State laws.

Receiving Agency may deliver to Performing Agency samples for analysis separate and apart from those samples collected by the Performing Agency. When the Receiving Agency delivers samples to the Performing Agency for analysis, the Receiving Agency shall indicate the nature and extent of the analyses it desires to be conducted. Performing Agency shall not be responsible for the manner of collection or chain-of-custody or sheets which are matters entirely outside Performing Agency's control. Performing Agency shall receive, log and perform such analyses of samples in accordance with that part of the chain-of-custody procedures identified as Transfer of Custody and Shipment attached hereto.



Samples analyzed to maintain the normal quality assurance program which the Performing Agency presently maintains in its laboratory will be charged to the Receiving Agency at the same rate as submitted samples.

#### B. TERMINATION

Either party to this Contract may terminate the Contract by giving the other party thirty (30) days notice in writing at their authorized address as noted previously. Upon delivery of such notice by either party to the other and before expiration of the thirty (30) day period, the Performing Agency will proceed promptly to cancel all existing orders, contracts, and obligations which are chargeable to this Contract. As soon as practicable after notice of termination is given, the Performing Agency will submit a voucher for work performed under this Contract through its termination. The Receiving Agency will pay the Performing Agency for the work performed less all prior payments. Copies of all completed or partially completed reports, documents, and studies prepared under this Contract will be delivered by the Performing Agency to the Receiving Agency when and if this Contract is terminated prior to the completion of the prescribed work.

#### C. AMENDING THE CONTRACT

The parties hereto without invalidating this Contract may alter or amend this Contract upon advance written agreement of both parties to exclude work being performed or to include additional work to be performed and to adjust the consideration to be paid hereunder by virtue of alterations or amendments.

### III. BASIS FOR CALCULATING REIMBURSABLE COSTS

The financial basis for calculating reimbursable costs shall be as stated in Attachment A, said Attachment A shall be revised and updated annually. A cost analysis shall be prepared each year by the Trinity River Authority of Texas and shall be approved by the Trinity River Authority of Texas Board of Directors prior to effective date of said revision.

The expenditures by the Trinity River Authority of Texas of funds paid to it under this Contract shall be subject to such State or Federal audit procedures as may be required by law and by accepted practices of the State or Federal auditor, or both, if requested. The Trinity River Authority of Texas shall be responsible for maintaining books of account that clearly, accurately and currently reflect financial transactions. The financial records must include all documents supporting entries on the account records which substantiate costs. The Trinity River Authority of Texas must keep the records readily available for examination for a period of three (3) years after the close of the last expenditure.

Reimbursement for the inspection, sampling, and/or analytical costs, and cost for any travel and per diem expenses shall not exceed **Three Thousand Dollars (\$3,000)** for the period of this Contract.

### IV. CONTRACT AMOUNT

The total amount of this Contract shall not exceed **Three Thousand Dollars (\$3,000)** nor be less than **One Thousand Five Hundred Dollars (\$1,500)**, per annum, unless mutually agreed by the parties hereto.

### V. PAYMENT FOR SERVICES



The Performing Agency shall bill the Receiving Agency monthly for services performed. Charges for these services shall be based on the attached cost schedules.

The Receiving Agency shall pay the monthly billings of the Performing Agency within thirty (30) days of their receipt.

VI. TERM OF CONTRACT

This Contract is to begin **October 1, 2006** and shall terminate **September 30, 2007** subject to Section II, paragraph B of this contract.

VII. INTERLOCAL AGREEMENT

Inasmuch as the Receiving Agency and the Performing Agency are political subdivisions of this state, and inasmuch as the testing of water and wastewater are critical to the maintenance of public health and such testing is therefore, a governmental function and service, this contract shall be deemed authorized by the Interlocal Cooperation Act, art. 4413(32c), Tex. Rev. Civ. Stat.

Receiving Agency:

Performing Agency:

CITY OF \_\_\_\_\_

TRINITY RIVER AUTHORITY OF TEXAS

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

GENERAL MANAGER

DATE: \_\_\_\_\_

DATE:

ATTEST: \_\_\_\_\_

ATTEST:

(SEAL)

(SEAL)

## CHAIN-OF-CUSTODY PROCEDURES

### Sample Collection and Shipment

1. To the maximum extent achievable, as few people as possible should handle a sample.
2. Stream and effluent samples should be obtained using standard field sampling techniques and preservation procedures.
3. Chain-of-Custody sheets should be attached to each sample at the time it is collected. Sample containers must be appropriate for requested testing with appropriate preservation and legibly labeled.

The tag or sheet contains basically laboratory (requested parameters) information; however, certain identifying items including City, City Code, Contact Name and Phone Number, Type, Sample Matrix, Material Sampled, and Method of Preservation must be completed by the field personnel collecting the sample.

In completing the Chain-of-Custody tag or sheet, care should be utilized to insure that all necessary information is correctly and legibly entered onto the form. A black ballpoint with water proof ink should be used at all times.

4. During shipment, samples should be appropriately cooled. TRA lab receiving technician will check temperature.

### Transfer of Custody and Storage

1. All samples should be handled by the minimum possible number of persons.
2. All incoming samples shall be received by the laboratory technician or his alternate, and logged into a record book (log book). Information to be entered into the Log Book shall include the client sample number, date received, source, time(s) sampled, date(s) sampled, and analyses requested and comments from the Chain-of-Custody.
3. Promptly after logging, the custodian technician will distribute the sample to an analyst or place the sample in the secure sample vault, which will be locked at all times except when samples are removed or returned by analysts.
4. Samples shall be kept in the sample storage security area at all times when not actually being used by analysts, such as during overnight absences. The technician shall ensure that heat-sensitive samples, or other sample materials having unusual physical characteristics, or requiring special handling, are properly stored and maintained.
5. A log of sample removal and replacement will be kept in the secure sample vault and be retained as a permanent record of the laboratory.
6. The original Chain-of-Custody and a Sample Evaluation/Variance record shall be sent by the laboratory to the appropriate Receiving Agency control point as part of the final data report.



# Trinity River Authority of Texas



Central Regional Wastewater System

3110.500.040.100

September 6, 2006

Mr. Neil Gayden  
Supervisor, Environmental Services  
City of Addison  
P.O. Box 9010  
Addison, Texas 75001-9010

Dear Mr. Gayden:

Subject: Contract for Services - Fiscal Year 2007  
Revised Technical Services Fee Schedule  
Central Regional Wastewater System

The Trinity River Authority Board of Directors, in Board Action June, 2006, approved the Technical Services Fee Schedule for Fiscal Year 2007 which is in connection with all contracting work relating to the analysis of water and wastewater, industrial inspections, and/or sampling services. As in past years we propose to continue performing associated services to all Authority Contributing Parties under the provisions of a contract for services. Enclosed please find two (2) copies of the Trinity River Authority Contract for Services and Fee Schedules for Fiscal Year 2007 attached for your review and official authorization. Upon the City's approval for requested services between the City and Trinity River Authority, please return both notarized or sealed copies with Attachment A - Technical Services Fee Schedules for final execution to this office. After execution by the Authority's General Manager, one (1) original Contract for Services will be returned for your files unless otherwise noted by the City.

Please address and refer the correspondence regarding this matter to:

Trinity River Authority  
Central Regional Wastewater System  
6500 West Singleton Blvd.  
Dallas, Texas 75212  
Attention: Wm. B. Cyrus, Manager  
Technical Services

6500 W. Singleton Blvd.  
Dallas, Texas 75212  
Metro (972) 263-2251  
Admin Fax (972) 331-4412  
Lab Fax (972) 331-4414

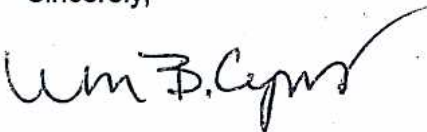
September 6, 2006  
FY-2007 Contract for Services  
Page 2

To coordinate our efforts accordingly, the Authority requests the approval of the contract to begin on October 1, 2006, and terminate on date specified by the contracting party in Section VI. Please note that the contract may now be greater than one (1) year at the contracting party's preference.

Also enclosed are additional copies of our Board Approved Fiscal Year 2007 Services Fee Schedule for your use and files. The service fees are effective December 1, 2006 through November 30, 2007. Historically the fee schedule for these services is derived annually from the direct costs of performing each test, including manpower, materials, supplies, and equipment costs. Additionally, the cost associated with maintaining quality assurance is included in the cost of the test.

Should you have any questions concerning this contract or changes in fee schedule, please contact this office at your convenience.

Sincerely,



WM. B. CYRUS  
Manager, Technical Services

BC/ao

Enclosures



# **ATTACHMENT C**

## **TECHNICAL SERVICES FEE SCHEDULE**

**FOR**

**LABORATORY ANALYSES**

**INDUSTRIAL INSPECTIONS**

**AND**

**INDUSTRIAL SAMPLING**

**FISCAL YEAR 2007**

**December 1, 2006 through November 30, 2007**

**Council Agenda Item: #2f**

**SUMMARY:**

Annual contract with the Dallas County Health Dept. for the Town of Addison to participate in the cost of providing selected public health services at reduced prices to Addison residents.

**FINANCIAL IMPACT:**

Budgeted Amount: \$5,751

Cost: \$5,751

If over budget or not budgeted, what is the budget impact?

N/A

**BACKGROUND:**

Being that the Town of Addison does not offer public health services in-house (i.e. immunizations, sexually transmitted disease screening, etc.), we enter into an annual contract with the Dallas County Health Dept. to make available and defray some of the costs of certain health services for less fortunate residents. Find attached a cover letter from Dallas County and a draft contract obligating the Town of Addison for payment of \$5,751 based on expenses incurred in calendar year 2005.

Also find attached a historical summary of past contracts and several addendums relevant to this year's contract.

**RECOMMENDATION:**

Staff recommends approval





DALLAS COUNTY  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION

ZACHARY THOMPSON  
DIRECTOR

DR. JOHN CARLO  
MEDICAL DIRECTOR

August 29, 2006

Neil Gayden, Environmental Services Official  
Town of Addison  
P.O. Box 9010  
Addison, TX 75001-9010

Dear Mr Gayden:

Enclosed please find the **FY'07** contract for **Health Services** between your city and the Dallas County Department of Health and Human Services. The contract cost is based on the FY'06 contract amount.

Please present this contract to your city council for their approval and return both signed copies to Dallas County Department of Health and Human Services. If our services are required in presenting the agreement to your council, we will be more than happy to assist you. Also enclosed is a copy of the **FY'07 Exhibits A, B, C, and D**. Thank you for your continued support for quality health care for the citizens of Dallas County.

Should you have any questions, please feel free to contact Denise Cherry at (214) 819-2104.

Sincerely,

A handwritten signature in blue ink that reads "Zachary Thompson".

Zachary Thompson  
Director

enclosures

xc: Denise Cherry, Program Monitor

**THE STATE OF TEXAS                    §        AGREEMENT BETWEEN DALLAS COUNTY,  
   §        ON BEHALF OF DALLAS COUNTY HEALTH  
   §        AND HUMAN SERVICES, AND THE TOWN OF  
COUNTY OF DALLAS                   §        ADDISON, TEXAS**

**1. PARTIES**

**Whereas**, Dallas County (“County”) has offered to provide certain health services to the various cities throughout Dallas County on a contract for services basis; and

**Whereas**, the Town of Addison, Texas (“Town”) desires to participate with County in establishing coordinated health services for Town and County; and

**Whereas**, County will operate certain health services for the residents of Town in order to promote the effectiveness of local public health programs; and

**Whereas**, the cooperative effort will allow cities located within Dallas County to participate in providing public health services for their residents; and

**Whereas**, such cooperative effort serves and further the public purpose and benefit the citizens of County as a whole.

**Now therefore**, County, on behalf of Dallas County Health and Human Services (“DCHHS”), enters into this Agreement (“Agreement”) with Town, pursuant to the authorities of the Texas Health and Safety Code Chapter 121, the Texas Government Code Chapter 791, and other applicable laws for health services to Town.

**2. HEALTH SERVICES TO BE PERFORMED**

- A. County agrees to operate the Dallas County Health Services Program (“Program”), which will include the following health services:
- 1) Tuberculosis Control Services: providing preventive, diagnostic treatment, and epidemiological services;
  - 2) Sexually Transmitted Disease Control Services: consisting of education to motivate people to use preventive measures and to seek early treatment, prophylaxis, epidemiological investigation, and counseling in accordance with County policy;
  - 3) Communicable Disease Control Services: providing information concerning immunization and communicable diseases and coordinating with the Texas Department of State Health Services (“DSHS”) in monitoring communicable diseases;



- 4) Laboratory Services: performing chemical, biological, and bacteriological analysis and tests on which are based diagnosis of disease, effectiveness of treatment, the quality of the environment, the safety of substance for human consumption, and the control of communicable disease;

B. County agrees to provide to Town, in accordance with state and federal law, the following public health services:

- 1) Immunizations;
- 2) Child health care;
- 3) High risk infant case management; and
- 4) Home visits.

County also agrees to work with Town in order to decentralize clinics and to plan and provide for desired services by Town; however, any other services that Town requires, in addition to the above mentioned services, may result in additional fees to Town.

C. County agrees to charge a sliding fee based on ability to pay to all residents of every municipality, including Town, in Dallas County. The fees charged by County for the services listed in Section 2A of this Agreement will be used to offset the Town's Program costs for the next Agreement Term. A schedule of fees to be charged by County is set out in "Exhibit A" attached hereto and incorporated herein for all purposes.

D. County agrees that the level of service provided in the Program for Town will not be diminished below the level of service provided to Town for the same services in the prior Agreement Term except as indicated in Section 2E of this Agreement. For purposes of Section 2E, level of service is measured by the number of patient visits and number of specimens examined. County will submit to Town a monthly statement, which will also include the number of patient visits and number of specimens examined during the preceding month.

E. The possibility exists of reductions in state and federal funding to the Program that could result in curtailment of services if not subsidized at the local level. County will notify Town in writing of any amount of reduction, and any extent to which services will be curtailed as a result. The notice will also include an amount that Town may elect to pay to maintain the original level of services. Town will notify County in writing no later than fourteen (14) calendar days after the date of Town's receipt of the notice of funding reduction as to Town's decision to pay the requested amount or to accept the curtailment of service. If Town elects to pay the requested amount, payment is due no later than forty-five (45) calendar days after the date of the notice of funding reduction.

### **3. BUDGET**

- A. County agrees to submit to Town by July 31st of each year a proposed budget describing the proposed level of services for the next Agreement Term;
- B. For the Term of this Agreement County agrees to provide the services listed in Section 2 of this Agreement at the level of services and for the amount stated in Exhibit D, which is attached hereto and incorporated herein for all purposes;
- C. Town shall pay to County for the Term of this Agreement the amount stated in Exhibit D, **Five Thousand Seven Hundred Fifty One Dollars and Zero Cents (\$5,751.00)**, which is the agreed upon amount of Town's share of the total cost of the Program less federal and state funding.
- D. In lieu of paying the actual dollar amount stated in this Agreement, Town has the option, to the extent authorized by law, ordinances or policy, of making a request to negotiate for in-kind services that are equal in value to the total amount.
- E. This Agreement is contingent upon Town's appropriation of funds, or ability to perform in-kind services as described in Section 3D of this Agreement, for the services set forth herein. In the event Town fails to appropriate such funds, or provide in-kind services, County shall not incur any obligations under this Agreement.

#### 4. ASSURANCES

- A. County shall operate and supervise the Program.
- B. Nothing in this Agreement shall be construed to restrict the authority of Town over its health programs or environmental health programs or to limit the operations or services of those programs.
- C. Town agrees to provide to County or assist County in procuring adequate facilities to be used for the services under this Agreement. These facilities must have adequate space, waiting areas, heating, air conditioning, lighting, and telephones. None of the costs and maintenance expenses associated with these facilities shall be the responsibility of County and County shall not be liable to Town or any third party for the condition of the facilities, including any premise defects.
- D. Town and County agree that other cities/towns/municipalities may join the Program by entering into an agreement with County that contains the same basic terms and conditions as this Agreement.
- E. Each party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying party.

#### 5. FINANCING OF SERVICES



- A. The health services provided under this Agreement will be financed as follows:
  - 1) Town and County will make available to the Program all appropriate federal and state funds, personnel, and equipment to provide the health services included under this Agreement and will use best efforts to cause these funds and resources to continue to increase.
  - 2) Town shall pay to County, or provide in-kind services, its share of budgeted costs that are in excess of the federal and state funding for providing the health services under this Agreement. Budgeted costs shall not exceed those reflected in Exhibit D for the appropriate Agreement Term.
- B. Town has elected to pay to County a lump sum payment for the Term the amount stated in Exhibit D.
- C. Any payment not made within thirty (30) calendar days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.
- D. Town and County agree that no more than ten percent (10%) of the Town's cost of participating in the Program will be used for administration of the Program.

## 6. TERM

This Agreement shall be effective from October 1, 2006 through September 30, 2007 ("Term"), unless otherwise stated in this Agreement.

## 7. TERMINATION

- A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) calendar days prior written notice to the other party.
- B. With Cause: Either party may terminate the Agreement immediately, in whole or in part, at its sole discretion, by written notice to the other party, for the following reasons:
  - 1) Lack of, or reduction in, funding or resources;
  - 2) Non-performance;
  - 3) The improper, misuse or inept use of funds or resources directly related to this Agreement;
  - 4) The submission of data, statements and/or reports that is incorrect, incomplete and/or false in any way.

- C. In the event of any such termination, County shall refund to Town a pro-ratable portion of Town's lump sum payment made to County hereunder in accordance with the following formula: Amount of Town's Payment x Number of Months Remaining in Fiscal Year (excluding the month of termination) ÷ 12.

## **8. RESPONSIBILITY**

**County and Town agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or Town or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.**

## **9. INSURANCE**

Town and County agree that they will, at all times during the Term of this Agreement, maintain in full force and effect insurance or self-insurance to the extent permitted by applicable laws. Town and County will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

## **10. ACCESS TO RECORDS RELEVANT TO PROGRAM**

Town and County agree to provide to the other upon request, copies of the books and records relating to the Program. Town and County further agree to give Town and County health officials access to all Program activities. Both Town and County agree to adhere to all applicable confidentiality provisions, including those relating to Human Immunodeficiency Virus (HIV) and Sexually Transmitted Disease (STD) information, as mandated by federal and State law, as well as by DSHS.

## **11. NOTICE**

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person by a reputable courier service or mailed by Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given, if by courier, at the time of delivery, or if by mail, three (3) business days subsequent to the deposit of the notice in the United States mail in accordance herewith. The names and addresses of the parties' hereto to whom notice is to be sent are as follows:

**Zachary Thompson, Director**  
Dallas County Health & Human Services  
2377 N. Stemmons Freeway, LB 12  
Dallas, TX 75207-2710

**Carmen Moran, Town Secretary**  
Town of Addison  
PO. Box 9010  
Addison, TX 75001-9010  
(972) 450-2881



## **12. IMMUNITY**

**This Agreement is expressly made subject to County's and Town's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that Town or County has by operation of law or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.**

## **13. COMPLIANCE WITH LAWS AND VENUE**

In providing services required by this Agreement, Town and County must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and exclusive venue shall lie in Dallas County, Texas.

## **14. AMENDMENTS AND CHANGES IN THE LAW**

No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

## **15. ENTIRE AGREEMENT**

This Agreement, including all Exhibits and attachments, constitutes the entire agreement between the parties hereto and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written.

## **16. BINDING EFFECT**

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

## **17. GOVERNMENT FUNDED PROJECT**

If this Agreement is funded in part by either the State of Texas or the federal government, County and Town agree to timely comply without additional cost or expense to the other party, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement.



## **18. DEFAULT/CUMULATIVE RIGHTS/MITIGATION**

In the event of a default by either party, it is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Both parties have a duty to mitigate damages.

## **19. FISCAL FUNDING CLAUSE**

Notwithstanding any provisions contained herein, the obligations of County and Town under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the Term of the Agreement and any extensions thereto. Town and County shall have no right of action against the other party in the event the other party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future Agreement Terms. In the event that County or Town is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, each party, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the other party at the earliest possible time.

## **20. COUNTERPARTS, NUMBER/GENDER AND HEADINGS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

## **21. PREVENTION OF FRAUD AND ABUSE**

Town and County shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving County or Town's employees or agents shall be reported immediately for appropriate action. Moreover, Town and County warrant to be not listed on a local, county, State or federal consolidated list of debarred, suspended and ineligible contractors and grantees. Town and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Each party shall, upon notice by the other party, refund their respective expenditures that are contrary to this Agreement.



**22. AGENCY / INDEPENDENT CONTRACTOR**

County and Town agree that the terms and conditions of this Agreement do not constitute the creation of a separate legal entity or the creation of legal responsibilities of either party other than under the terms of this Agreement. County and Town are and shall be acting as independent contractors under this Agreement; accordingly, nothing contained in this Agreement shall be construed as establishing a master/servant, employer/employee, partnership, joint venture, or joint enterprise relationship between County and Town. Town and County are responsible for their own acts, forbearance, negligence and deeds, and for those of their respective officials, agents or employees in conjunction with the performance of work covered under this Agreement.

**23. SEVERABILITY**

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

**24. SIGNATORY WARRANTY**

Each person signing and executing this Agreement does hereby warrant and represent that such person has been duly authorized to execute this Agreement on behalf of Town or County, as the case may be.

The Town of Addison has executed this Agreement pursuant to duly authorized Town Council Resolution No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_. The County of Dallas has executed this Agreement pursuant to Commissioners Court Order No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2006.

**COUNTY:**

**TOWN:**

By: Margaret Keliher  
Dallas County Judge

By: \_\_\_\_\_  
Town Manager/Mayor

**Recommended:**

\_\_\_\_\_  
By: Zachary Thompson  
Director, DCHHS

\_\_\_\_\_  
By: Carmen Moran  
Town Secretary

**Approved as to Form\*:**

\_\_\_\_\_  
By: Bob Schell  
Chief, Civil Division  
Assistant District Attorney

\_\_\_\_\_  
By: \_\_\_\_\_  
Town Attorney

\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).



## CONTRACTS WITH DALLAS CO. FOR PUBLIC HEALTH SERVICES

(Contract amounts based on usage during previous calendar year)

<u>Fiscal Year</u>	<u>98-99</u>	<u>99-00</u>	<u>00-01</u>	<u>01-02</u>	<u>02-03</u>	<u>03-04</u>	<u>04-05</u>	<u>05-06</u>	<u>06-07</u>
<u>Contract Amt.</u>	\$6,776	\$6,776	\$5,751	\$5,751	\$5,751	\$5,751	\$5,751	\$5,751	\$5,751

<u>Cal yr</u>	<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
STD	109	27	47	43	37	80	56	72	61
TB	57	247	25	199	85	179	102	200	377
LAB	210	236	242	197	301	280	367	346	318
COM DIS	34	249	127	276	172	127	97	10	153

STD - sexually transmitted diseases

TB - tuberculosis

LAB - laboratory services

COMM DIS - communicable diseases

**FY'2007 FEE SCHEDULE  
EXHIBIT A**

Proposed

**SEXUALLY TRANSMITTED**

Treatment	\$20 - \$45 (Sliding Scale)
Blood Drawing	\$5
Cryosurgery (F)	\$60
Cryosurgery (M)	\$50
Chemical Lesion Reduction	\$45
Medical Records Copies	\$5 each

**TUBERCULOSIS**

TB Testing-Level I (PPD)	\$25*
TB Testing-Level II (Quantiferon)	\$50*
Chest X-Ray Copies	\$5

**LABORATORY**

Wet Prep	\$6 each
Gram Stain	\$6 each
GC Culture	\$14 each
RPR	\$11 each
GEN Probe GC Screen	\$23 each
GEN Probe CT Screen	\$23 each
HIV Test	\$15 each
HIV Test - Rapid	\$20 each
Salmonella/Shigella	\$16 each
TB Culture & Concentration	\$25 each
TB Identification	\$15 each
TB Susceptibility	\$31 each
TB Acid Fast Stain	\$8 each

**NURSING SERVICE**

Hepatitis A Havrix	\$45/Injection
Hepatitis B Vaccine	\$150/Series
Twinnix	\$60/Injection
HDCV (IM) Rabies	\$540/Series *
HDCV (ID) Rabies	\$270/Series
Hepatitis C Screening	\$35/Test
Japanese Encephalitis	\$330/Series*
Meningococcal Vaccine	\$110/Injection*
Typhoid (Polysaccharide)	\$60/Injection
Typhoid (Oral)	\$45/box
Varivax	\$85/Injection*
Yellow Fever Vaccine	\$85/Injection
Boostrix Vaccine	\$45/Injection*
HIB	\$35/Injection*
Adacel (Pertusis)	\$50/injection*
Rabies Administrative Fee/ Serves State Vaccine	\$25
Foreign Travel Office Visit Fee	\$25

**ENVIRONMENTAL HEALTH**

Septic Tank Inspection	#\$310/Commercial/Business*
	#\$260/Residential *
Septic Tank Re-inspection	\$35/Residential*
	\$85/Commercial*
Food Establishment Inspection	\$150/yr./establishment
Half-Way Houses & Boarding Homes, Residential	\$75/plus \$25 for each additional unit on site
Mosquito Spraying for Non- contracting cities	\$185/ per hour
Water Sample	\$50*
Mosquito Testing	\$35
Food Mgr. Cert. Program	\$85/per person

**CRIMINAL TESTING**

Blood Draws	\$38
Buccal Swabs	\$38

Comprehensive TB Testing & Evaluation (Incl. Chest X-ray)	\$60*
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Pregnancy Test	\$15 each
Urinalysis	\$15 each
Dark Field	\$16 each
Chancroid Culture	\$10 each
Herpes Culture	\$38 each
Herpes Type 1 & 2 Serology	\$35 each
Group A Strep	\$14 each

*Urine Screen:*

Neisseria Gonorrhoeae	\$47 each
Chlamydia Trachomatis	\$47 each
Lead Screen	\$10 each
Staphylococcus/Aureus Culture	\$17 each*

*Immunization/VFC Program:*

DPT,DT,Hib,	\$5/Per child
Diabetic Testing	\$5/Test
Pneumococcal	\$40/Injection *
Influenza Vaccine	\$20/Injection
MMR	\$55/Injection*
TD	\$30/Injection*
IPV	\$40/Injection
Menactra	\$110/Injection*
EPSDT	\$40/Screen
Well Baby	\$5/Visit
<i>Records:</i>	
Immunization Record	\$5 each
Foreign Travel Yellow Card	\$3 each

Day Care Center Inspections	\$2/per authorized child
Temporary Food Permit	\$75/plus \$10 per day *
Funeral Home Inspection	\$200*
FHA, VA, Conventional Loans	\$125/Licensed *
	\$150/Unlicensed*
Annual Group Home Inspection	\$50
Food Handler Class	\$15/per person*
Sub-division Plat Approval	\$200/Residential
	\$150/Commercial
Animal Control/Quarantine	\$7/per day
Animal Control/Wild Animal	\$12/per day

Note: 1) # Indicates \$10 charge for State fee

2) \* Indicates Fee Increase

Effective 10/01/06



## January, 2005 thru December, 2005

<i>Municipality</i>	<i>Tuberculosis</i>	<i>Sexually Transmitted Diseases</i>	<i>Laboratory</i>	<i>Communicable Disease</i>
<i>Addison</i>	377	61	318	153
<i>Balch Springs</i>	66	124	148	219
<i>Carrollton</i>	1454	222	1539	815
<i>Cedar Hill</i>	192	205	538	251
<i>Cockrell Hill</i>	244	0	9	127
<i>Coppell</i>	103	18	17	231
<i>Dallas</i>	32509	11446	61983	15287
<i>Desoto</i>	300	242	319	456
<i>Duncanville</i>	383	147	514	282
<i>Farmers Branch</i>	226	70	581	286
<i>Garland</i>	4444	658	5376	1867
<i>Glenn Heights</i>	16	39	253	34
<i>Grand Prairie</i>	978	342	4189	1376
<i>Highland Park</i>	0	3	0	22
<i>Hutchins</i>	28	34	65	38
<i>Irving</i>	3158	741	5393	1626
<i>Lancaster</i>	428	296	1415	310
<i>Mesquite</i>	1660	469	4204	1024
<i>Richardson</i>	1748	153	1119	1065
<i>Rowlett</i>	322	55	150	530
<i>Sachse</i>	55	16	1	123
<i>Seagoville</i>	53	38	101	146
<i>Sunnyvale</i>	4	0	0	24
<i>University Park</i>	2	1	0	34
<i>Wilmer</i>	92	33	2092	22
<i>Out of County</i>	619	1115	5898	6330
<b>Total</b>	<b>49461</b>	<b>16528</b>	<b>96222</b>	<b>32678</b>

June 5, 2006

DALLAS COUNTY HEALTH & HUMAN SERVICES  
FY '07

EXHIBIT C

Municipality	TB Clinic	STD Clinic	Public Health Lab	Communicable		FY '07 Contract Total
				Disease	Control	
Addison	6,846	4,440	3,814	1,703		5,751
Balch Springs	1,198	9,026	1,775	2,438		9,377
Carrollton	26,403	16,160	18,458	9,072		23,823
Cedar Hill	3,487	14,922	6,452	2,794		2,498
Cockrell Hill	4,431	0	108	1,414		2,301
Coppell	1,870	1,310	204	2,571		3,131
Dallas	590,327	833,176	743,383	170,166		1,754,252
Desoto	5,448	17,616	3,826	5,076		17,620
Duncanville	6,955	10,700	6,165	3,139		11,273
Farmers Branch	4,104	5,095	6,968	3,184		6,856
Garland	80,698	47,897	64,476	20,782		80,156
Glenn Heights	291	2,839	3,034	378		574
Grand Prairie	17,759	24,895	50,240	15,317		38,854
Highland Park	0	218	0	245		132
Hutchins	508	2,475	780	423		3,149
Irving	57,346	53,939	64,680	18,100		81,906
Lancaster	7,772	21,546	16,971	3,451		12,106
Mesquite	30,144	34,139	50,420	11,399		31,608
Richardson	31,742	11,137	13,421	11,855		23,756
Rowlett	5,847	4,004	1,799	5,900		4,925
Sachse	999	1,165	12	1,369		362
Seagoville	962	2,766	1,211	1,625		6,440
Sunnyvale	73	0	0	267		99
University Park	36	73	0	378		48
Wilmer	1,671	2,402	25,090	245		2,597
Out of County	11,240	81,163	70,737	70,462		77,142
	\$898,156	\$1,203,105	\$1,154,023	\$363,753		\$2,200,736



## EXHIBIT D

## FY'07 CONTRACT COSTS

MUNICIPALITIES	CONTRACT COST
ADDISON	\$5,751
BALCH SPRINGS	\$9,377
* CARROLLTON	\$23,823
CEDAR HILL	\$2,498
COCKRELL HILL	\$2,301
COPPELL	\$3,131
* DALLAS	\$1,754,252
* DESOTO	\$17,620
* DUNCANVILLE	\$11,273
FARMERS BRANCH	\$6,856
* GARLAND	\$80,156
GLENN HEIGHTS	\$574
GRAND PRAIRIE	\$38,854
HIGHLAND PARK	\$132
HUTCHINS	\$3,149
IRVING	\$81,906
LANCASTER	\$12,106
* MESQUITE	\$31,608
* RICHARDSON	\$23,756
ROWLETT	\$4,925
SACHSE	\$362
* SEAGOVILLE	\$6,440
SUNNYVALE	\$99
UNIVERSITY PARK	\$48
* WILMER	\$2,597
* UNINCORPORATED	\$77,142
TOTAL	\$2,200,736

\*NON-CONTRACTING CITIES

**Addison Police  
Department**

# Memo

**To:** Mayor and Council  
**From:** Ron Davis  
**Date:** October 19, 2006  
**Re:** Professional Services Agreement

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The Police Department's Written Directives are in need of a total re-write. Written Directives in a police department provide officers with the guidance necessary to perform department operations. Typically these are broken down as follows:

Policy – A course or line of action adopted by an agency that provides philosophy guidance on identified issues.

Procedure – Detailed descriptions of how a policy is to be accomplished, the steps taken and those responsible for completing the tasks.

General Orders – Directives related to policy, procedures, rules and regulations involving more than one organizational unit.

Our Written Directives were last modified in 1998 and are out of date in many respects, not only in regard to how we currently perform some tasks but also in comparison to many of today's professionally accepted philosophies and standards for policing. Because of the time it would take for us to perform the revision in-house we have sought out the assistance of a consulting group comprised of former police chiefs who specialize in this area. Not only will this allow us to complete the project within six months but we will also gain the benefit of the most current trends and best practices in policing.



**AGREEMENT FOR PROFESSIONAL SERVICES  
DEVELOPMENT OF GENERAL ORDERS  
ADDISON POLICE DEPARTMENT**

**#2g-2**

**STATE OF TEXAS**                    §

§

**COUNTY OF DALLAS**           §

**THIS AGREEMENT FOR PROFESSIONAL SERVICES** ("Agreement") is entered into by and between the Town of Addison, Texas, a home rule municipal corporation located in Dallas County, Texas, acting by and through its duly authorized Town Manager (hereinafter referred to as "Town"), and Marlin Price, an individual, d/b/a Law Enforcement Management Services located at 2003 Old York Drive, Keller, Texas, acting by and through its duly authorized representative, Marlin Price, (hereinafter referred to as "Law Enforcement Management Services") (the Town and Law Enforcement Management Services are sometimes referred to herein together as the "parties" and individually as a "party").

**WHEREAS**, the Town of Addison has established a Police Department (the "Department") headed by a Chief of Police; and

**WHEREAS**, the Town desires to review the Written Directives, Policies and Procedures that guide the daily operational activities of the Police Department and desires to retain the services of Law Enforcement Management Services to perform the review; and

**WHEREAS**, Law Enforcement Management Services warrants and represents that it has the skills, qualifications, expertise, experience and financial capability necessary to perform the services described in the Proposal, a true and correct copy of which is attached hereto and incorporated herein, in an efficient and cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for other municipalities; and

**WHEREAS**, the Town and Law Enforcement Management Services desire to enter into this Agreement whereby Law Enforcement Management Services will provide its services to in connection with the review of the Department's written directives, policies and procedures.

**NOW, THEREFORE**, for and in consideration of the above and foregoing premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Town of Addison, Texas and Marlin Price d/b/a Law Enforcement Management Services do hereby agree as follows:

**SECTION 1**  
**SCOPE OF SERVICES**

Law Enforcement Management Services shall provide to the Town the professional services and the product (such services and product being referred to herein as the "Services") identified in the attached "PROPOSAL" (the "Proposal", which is incorporated herein and made a part hereof) within the time frame indicated in the Proposal and to the satisfaction of the Town.

Law Enforcement Management Services warrants that its Services and work will be provided in a professional manner, consistent with the commercially accepted best practices and standards that are in use in Law Enforcement Management Services line of business as of the time such Services and work are provided. Law Enforcement Management Services warrants and represents that it has the skills, qualifications, expertise, and experience necessary to provide and perform the Services, and has performed and continues to perform the same and similar services for other entities.

**SECTION 2**  
**GUARANTEES**

Should the Town Chief of Police (the "Chief") not be provided with Services that meets the needs of and is satisfactory to the Town as determined by the Chief, Law Enforcement Management Services shall use its best efforts to revise its Services and final product so that the same that do meet the needs of and are satisfactory to the Town within ninety days following Law Enforcement Management Services' receipt of written notice from the Chief of Police of the Chief's determination . Such notice and any objections to the Services and final product must be made in writing by the Chief within 15 days of the Town's receipt of all portions of the Services and final product as described in the Proposal. If Law Enforcement Management Services is unable to correct the deficiencies to the satisfaction of the Chief, the Town of Addison will owe Law Enforcement Management Services only the itemized Expenses (as hereinafter defined) of Law Enforcement Management Services, not to exceed \$1,000.

**SECTION 3**  
**PAYMENT FOR SERVICES**

For the services to be provided and product to be delivered by Law Enforcement Management Services as set forth in the Proposal, the Town agrees to (1) pay to Law Enforcement Management Services the sum of \$9,500.00 (subject, however, to the provisions of Section 2 of this Agreement), and (2) reimburse Law Enforcement Management Services for the cost of travel (solely within Dallas County, Texas), materials, and related costs and supplies, not to exceed \$1,000.00 (such cost of travel, materials, and related costs and



supplies being referred to herein as the "Expenses"). In any event, the total cost for the Town under this Agreement Will Not Exceed \$10,500.00. Law Enforcement Management Services agrees to invoice the Town for all such charges, itemizing all hours worked under this Agreement and all Expenses to be reimbursed in sufficient detail to permit the Town to audit payments in accordance with Town finance policies which invoice shall be in form and content satisfactory to the Town. An invoice shall not be submitted until the Services have been completed to the Town's satisfaction. The invoice shall be accompanied by such documentation as the Town may require to verify the accuracy of the invoice. The Town shall pay such invoice within thirty days of receipt, except for any portion of such invoice which is disputed by the Town.

#### **SECTION 4 TERM OF AGREEMENT**

The term of this Agreement shall begin on the date of execution of this Agreement by the last of the parties to do so, and shall end upon the completion by each of the parties of their respective obligations hereunder or upon the termination of this Agreement as set forth herein. Notwithstanding any other provision or term of this Agreement, either the Town or Law Enforcement Management Services may terminate this Agreement at any time and for any reason by giving the other party at least ten (10) days written notice of the termination. If this Agreement is terminated by either party prior to the completion of services by Law Enforcement Management Services, Law Enforcement Management Services will be entitled to payment of Expenses incurred up to the date of termination and cancellation, provided such Expenses are set forth in an invoice as described in Section 3 of this Agreement.

#### **SECTION 5 DOCUMENTS**

All documents, reports, studies, data, records, materials, items, and other information, in whatever form or format (whether kept electronically, in writing, or otherwise), prepared or assembled by or for Law Enforcement Management Services pursuant to this Agreement (together, "Documents") is the sole property of the Town. In the event of the expiration or earlier termination of this Agreement, all finished or unfinished Documents shall be promptly delivered to the Town, and such obligation shall survive the expiration or termination of this Agreement.

#### **SECTION 6 MISCELLANEOUS**

A. *Confidentiality.* All reports, records, documents, plans, and all other materials and information, in whatever form or format (whether kept electronically, in writing, or otherwise), written or oral, provided to



Law Enforcement Management Services pursuant to or in connection with this Agreement, and all Documents, are confidential, and shall not be given, transmitted to, or otherwise made available by or on behalf of Law Enforcement Management Services to any person (including, without limitation, any individual) or business entity of any kind whatsoever (including, without limitation, any corporation, partnership, limited liability company, and sole proprietorship) without the prior written approval of the Town. This obligation shall survive the expiration or termination of this Agreement. Law Enforcement Management Services further agrees that upon request by the Town, or upon the termination or expiration of this Agreement, Law Enforcement Management Services will immediately return to the Town any and all such reports, records, documents, plans, and all other materials and information which may have been provided to or prepared by or for Law Enforcement Management Services, or which is in Law Enforcement Management Services' possession or under Law Enforcement Management Services control. In the event of Law Enforcement Management Services breach or threatened breach of this provision, the Town shall be entitled to an injunction or restraining order obtained from any court having appropriate jurisdiction restraining Law Enforcement Management Services from any unauthorized use or disclosure of such information, but such injunction or restraining order shall not limit the Town's right to seek any other remedy available to the Town, whether at law or in equity or otherwise, in connection with such breach or threatened breach.

B. *Assignment.* Inasmuch as this Agreement is intended to secure the specialized services of Law Enforcement Management Services, Law Enforcement Management Services has no authority or power to and shall not assign, transfer, pledge, delegate, license, subcontract or otherwise convey this Agreement or any right, duty or obligation hereunder or any other part hereof without the prior written consent of the Town, and any such assignment, transfer, pledge, delegation, license, subcontract or other conveyance without the Town's prior written consent shall be considered null and void *ab initio*.

C. *Independent Contractor.* In providing its Services, Law Enforcement Management Services is an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a partnership, a joint venture, or a joint enterprise relationship, or to allow the Town to exercise discretion or control over the professional manner or method in which Law Enforcement Management Services performs its Services which are the subject matter of this Agreement; provided always however that the services to be provided by Law Enforcement Management Services shall be provided in a manner consistent with all applicable standards and regulations governing such services and with this Agreement.

D. *Force Majeure.* Neither party is liable to the other for any damages for delay in performance caused by acts of God, strikes, lockouts, accidents, fire, casualty, labor trouble, failure of power, governmental authority, riots, insurrections, war, acts or threatened of terrorism, or other events or reasons of a like nature



which are beyond the control of the party obligated to perform and not avoidable by the diligence of that party ("Event of Force Majeure"); in such event, the party obligated to perform give the other party prompt notice of such delay and the performance of this Agreement shall be excused for the period of such delay. If such an event necessitates a change in the time required for performance of any act or services hereunder, the parties shall make an equitable adjustment of the schedule and price; provided, however, that the party obligated to perform shall continue to promptly perform all of its obligations under this Agreement while the parties are determining the nature and extent of any such adjustments.

E. *No Third Party Benefits.* This Agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

F. *Notices.* Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent first class mail or by hand-delivery (including by reputable overnight carrier, such as Federal Express) to:

To the Town:

Town of Addison  
5300 Belt Line Road  
Dallas, Texas 75254  
Attn: City Manager

To Law Enforcement Management Services:

Law Enforcement Management Services

\_\_\_\_\_  
\_\_\_\_\_  
Attn: Mr. Marlin Price

Notice shall be deemed to have been given upon receipt. The addresses and addressees for the purpose of this Section may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

G. *Venue; Compliance With Laws.* In the event of any suit or action under this Agreement, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

Law Enforcement Management Services shall comply with and give notices required by all laws, ordinances, rules and regulations and lawful orders and all other requirements of public authorities bearing on its performance of and under this Agreement.

H. *Entire Agreement and Modification; Severability.* This Agreement supersedes all previous agreements and constitutes the entire understanding of the parties. Law Enforcement Management Services shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect.

I. *Survival; Rights and Remedies Cumulative.* All obligations arising prior to the termination of this Agreement allocating responsibility or liability of or between the Town and Law Enforcement Management Services shall survive completion of the work and services hereunder and termination of this Agreement. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other rights and remedies, and said rights and remedies are given in addition to any other rights and remedies the parties or either or them may have in law, in equity, or otherwise. No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver of the right, power or privilege. A single or partial exercise of any right, power or privilege shall not preclude any other further exercise of the right, power or privilege.

J. *Authority.* Each party hereby represents that the undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of each of the respective parties.

**IN WITNESS WHEREOF** the Town and Law Enforcement Management Services have executed this Agreement as of this day \_\_\_\_\_ of \_\_\_\_\_, 2006.

**TOWN OF ADDISON, TEXAS**

By: \_\_\_\_\_  
Ron Whitehead, City Manager  
Town of Addison, Texas

**MARLIN PRICE d/b/a LAW  
ENFORCEMENT MANAGEMENT  
SERVICES**

\_\_\_\_\_  
Marlin Price  
d/b/a Law Enforcement Management Services



**Council Agenda Item: #2h**

**SUMMARY:**

This item is to authorize the final payment to Advanced Paving Co. in the amount of \$50,000 for the Addison Airport Asphalt Paving Improvements Project.

**FINANCIAL IMPACT:**

Budgeted Amount: \$696,000.00

Cost: \$690,146.41

Funding Source: FY 2005-06 Airport Fund

**BACKGROUND:**

The Public Works Department and Addison Airport staff established the need for pavement improvements in various areas of the airport. These improvements were performed on Taxiway "Q", Taxiway "R", the north end of the Richard Byrd hangers and Taxiway "P". This project is the result of numerous pavement failures and the observations of Public Works and Addison Airport staff.

Council awarded the contract to Advanced Paving February 28, 2006 in the amount of \$677,765.00. A total of three change orders were executed during the construction process as listed below increasing the final contract amount to \$690,146.41.

C. O. #	Amount	Comments
1	\$32.00	Construct a stabilized base underneath the Hangers served by Taxiway "R" and deduct full depth repair quantity.
2	\$2,733.00	Stabilize 895 SY of base on Richard Byrd that did not pass proof roll test.
3	\$9,616.41	Final quantity adjustment to reflect actual quantities.

**TOTAL \$12,381.41**

**RECOMMENDATION:**

Staff recommends final payment to Advanced Paving Co. in the amount of \$50,000.00 for the Addison Airport Asphalt Paving Improvements Project.





**Council Agenda Item: #R3**

**SUMMARY:**

Council's eventual approval is requested of an ordinance amending the franchise agreement the Town has with TXU Electric Delivery Company.

**FINANCIAL IMPACT:**

The Town received from TXU its annual franchise payment for this fiscal year in August and it totaled \$1,563,239.43 compared to budget of \$1,619,430. We have included in the 2007 budget \$1,668,010. In addition to this amount, the Town will benefit slightly from interest earnings derived from receiving its annual franchise payment in quarterly installments.

**BACKGROUND:**

The Town is a member of a city coalition known as the Steering Committee of Cities Served by TXU (SC). The Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when TXU Cities gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by per capita assessments, the SC has been for years the primary public interest advocate before the Public Utility Commission (PUC), the Courts, and the Legislature on electric utility regulation matters dealing with TXU.

This past February the Town was one of many cities served by TXU that passed a resolution approving terms of a settlement agreement between the SC and the company. Separate from the rate settlement, but linked in benefit under the Settlement Agreement, is the Company's commitment to increase franchise fee factors and permit all Cities who desire to receive quarterly franchise fee payments as opposed to annual payments to obtain that result.

In return for the quarterly payment of the franchise fee, TXU is requesting a five-year extension to its franchise agreement, extending it to July, 2019. For all intents and purposes the electric franchise is indefinite since TXU, or any other company that wishes to supply power to its customers must utilize the Town's right-of-way. There is no disadvantage to the Town in extending the franchise's term.

The Town's charter requires a fairly rigorous process for making changes to franchises. Below is a brief summary of the requirements:

- September 12 First Reading of and Public Hearing on Ordinance
- September 26 Second Reading of and Public Hearing on Ordinance
- October 24 Public Hearing on and Adoption of Ordinance
- Week of October 23 Publish full text of the Ordinance
- Week of October 30 Publish full text of the Ordinance
- Week of November 6 Publish full text of the Ordinance
- Week of November 13 Publish full text of the Ordinance
- November 24 Effective Date of Ordinance

**RECOMMENDATION:**

The quarterly payments will enhance the Town's cash flow and result in additional interest earnings. It is recommended Council approve the process as noted above culminating with the passage of the ordinance in November.



TOWN OF ADDISON, TEXAS

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING ORDINANCE NO. 005-010 (THE SAME BEING CONTAINED IN APPENDIX C, ARTICLE II, DIVISION 4 OF THE CODE OF ORDINANCES OF THE TOWN OF ADDISON) BETWEEN THE TOWN OF ADDISON AND TXU ELECTRIC DELIVERY COMPANY, A TEXAS CORPORATION, ITS SUCCESSORS AND ASSIGNS, BY (I) AMENDING THE PAYMENT SCHEDULE THEREIN TO PROVIDE FOR QUARTERLY FRANCHISE PAYMENTS, AND (II) EXTENDING THE TERM OF THE FRANCHISE FOR AN ADDITIONAL FIVE (5) YEARS; PROVIDING FOR TXU ELECTRIC DELIVERY ACCEPTANCE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (the "City") previously granted to TXU Electric Delivery Company, ("Electric Delivery Utility") by Ordinance No. 005-010 (the same being in Appendix C, Article II, Division 4 of the City's Code of Ordinances) (the "Franchise Ordinance"), the non-exclusive franchise to use the public rights-of-way of the City for the purpose, among other things, of operating facilities for the transmission and distribution of electric power within the City, the terms of which Franchise Ordinance were duly accepted by Electric Delivery Utility; and

WHEREAS, pursuant to that document entitled "Agreement to Resolve Outstanding Franchise Issues" dated January 27, 2006, the City has requested and Electric Delivery Utility has agreed that the terms of the Franchise Ordinance should be amended to provide for a different payment schedule and an extension of the term; and

WHEREAS, the City Council does hereby find that the adoption of this Ordinance is in accordance with applicable provisions of law and the City Charter, and is in the best interests of the citizens of the City.

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

Section 1. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof.

Section 2. Ordinance No. 005-010 of the City, the same being the franchise agreement between the City and Electric Delivery Utility, is hereby amended as follows:

A. Electric Delivery Utility has made an annual payment of the Municipal Franchise Charge (as defined in Ordinance No. 005-010) to the City on or before August 1, 2006, based on each kilowatt hour of electricity delivered by Electric Delivery Utility during the twelve-month



period ending June 30, 2006, to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries. This payment is for the rights and privileges granted under the Franchise Ordinance for the twelve-month period August 1, 2006 – July 31, 2007. Such payment is the final annual payment of the Municipal Franchise Charge, and payment of the Municipal Franchise Charge (as described in Section 5.1(a) of Ordinance No. 005-010) shall hereafter be made in accordance with the following:.

Effective November 1, 2006 the annual prospective payment schedule of the Municipal Franchise Charge is hereby changed to a quarterly prospective schedule as follows:

<u>Payment Due Date</u>	<u>Basis Period</u> (period immediately prior to Payment Due Date)	<u>Privilege Period</u> (period immediately following Payment Due Date)
November 1	July 1 - September 30	August 1 - October 31
February 1	October 1 – December 31	November 1 – January 31
May 1	January 1 – March 31	February 1 – April 30
August 1	April 1 – June 30	May 1 – July 31

Notwithstanding the foregoing schedule, the first quarterly payment shall be due and payable on or before December 1, 2006, based on each kilowatt hour of electricity delivered by Electric Delivery Utility during the period beginning July 1, 2006 and ending September 30, 2006 to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries; and such quarterly payment is for the rights and privileges granted under Ordinance No. 005-010 during the period beginning August 1, 2007 and ending October 31, 2007. Following the first quarterly payment, subsequent payments shall be made on a quarterly basis as provided in and in accordance with the above schedule, based on each kilowatt hour of electricity delivered by Electric Delivery Utility during the applicable Basis Period as set forth in the above schedule to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries; and such payments shall be for the rights and privileges granted under Ordinance No. 005-010 for the applicable Privilege Period as set forth in the said schedule. The final quarterly payment under this Franchise Ordinance will be made on or before August 1, 2018, based on the period beginning April 1, 2018 and ending June 30, 2018, for the rights and privileges beginning May 1, 2019 and ending July 31, 2019.

After the final payment date of August 1, 2018, Company may continue to make additional quarterly payments in accordance with the above schedule. City acknowledges that such continued payments will correspond to applicable privilege periods that extend beyond the term of this Franchise Ordinance and that

such continued payments will be recognized in any subsequent franchise agreement as full payment for the relevant quarterly periods; and

B. The term of the Franchise Ordinance shall be extended for an additional five years, to expire on July 31, 2019.

Section 2. In all respects, except as specifically and expressly amended by this Ordinance, all other terms, conditions, standards, and obligations of Ordinance No. 005-010 heretofore duly passed by the governing body of the City and duly accepted by Electric Delivery Utility shall remain unchanged and in full force and effect according to its terms until said Franchise Ordinance terminates as provided herein. Without limiting the generality of the foregoing, Section 5.1(b) of the Franchise Ordinance is not amended by this Ordinance.

Section 3. This Ordinance shall take effect thirty (30) days from and after the date of the final passage and approval of this Ordinance by the City Council in accordance with the City's Home Rule Charter. Electric Delivery Utility shall, within thirty (30) days from the date of passage of this Ordinance by the City Council, file its written acceptance of this Ordinance with the Office of the City Secretary; this Ordinance shall be rendered null and void and of no force or effect whatsoever if such written acceptance of this Ordinance is not filed by the Electric Delivery Utility within such thirty (30) day period.

Section 4. It is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

First reading of this Ordinance by the City Council of the Town of Addison, Texas occurred on the \_\_\_ day of \_\_\_\_\_, 2006.

Second reading of this Ordinance by the City Council of the Town of Addison, Texas occurred on the \_\_\_ day of \_\_\_\_\_ 2006.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this the \_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Joe Chow, Mayor

ATTEST:

By: \_\_\_\_\_  
Mario Canizares, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Ken Dippel, City Attorney



## **Council Agenda Item: #R4**

### **SUMMARY:**

Council approval is requested of a 9-1-1 Emergency Service Agreement with AT&T Corporation using Voice Over Internet Protocol (VOIP) technology.

### **FINANCIAL IMPACT:**

The Town has budgeted receiving this current fiscal year \$400,000 in 9-1-1 fees from telecommunication providers. Because any customer converting from standard telephone services to VOIP will be paying the same 9-1-1 surcharge, there is no net financial impact.

### **BACKGROUND:**

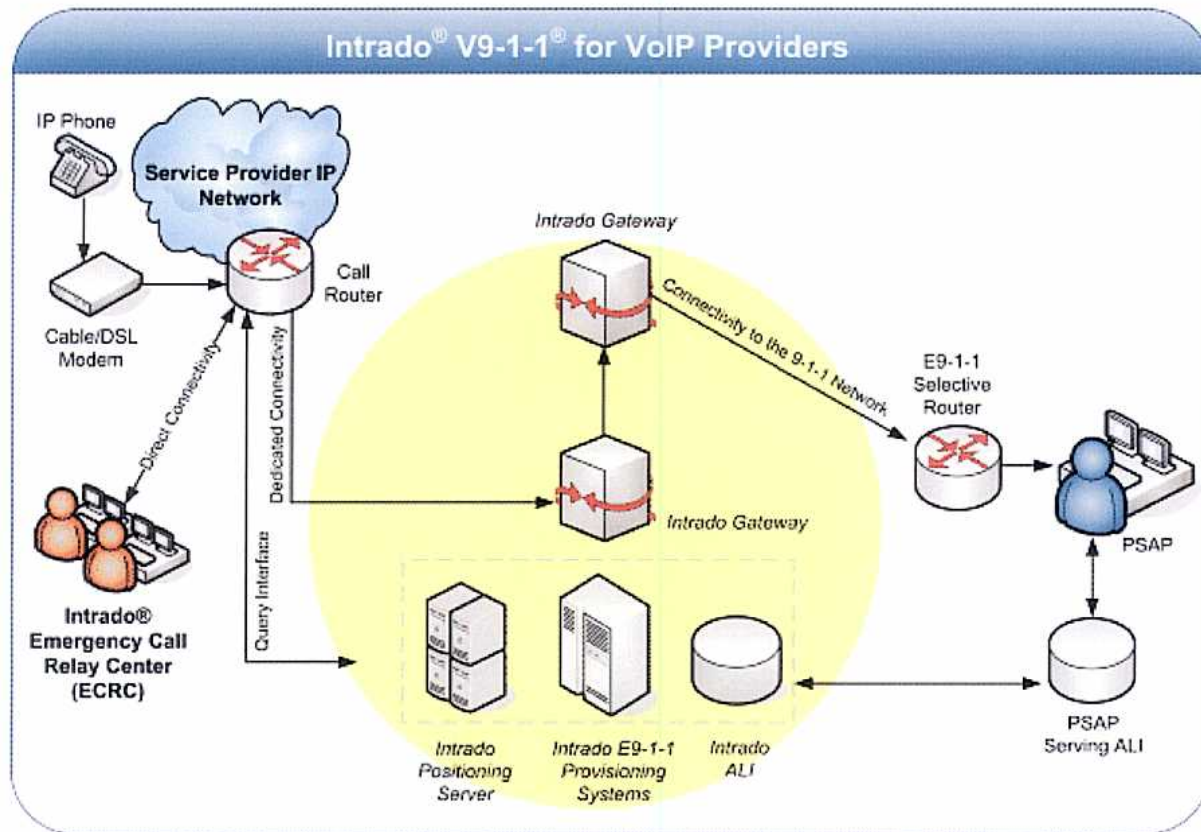
VOIP technology allows people to utilize the Internet to make their telephone calls. Although still in its infancy, the number of customers utilizing VOIP is rapidly expanding and the Federal Communications Commission has issued orders that VOIP providers must enable their technology to allow customers to take advantage of the features of local public safety 9-1-1 communications.

Although the Town has received inquiries from various VOIP providers, AT&T is the first to actually have acquired customers in Addison. Because this is the first instance of the Town having to accommodate this new technology, we enlisted the services of Clarence Williams, an Austin attorney who has assisted Addison and other cities with telecommunication and utility right-of-way issues. The attached ordinance is one he fashioned from reviewing the ordinances of other cities, council of government dispatching districts, and discussing the issue with state emergency communication officials.

### **RECOMMENDATION:**

It is recommended Council authorize the city manager to enter into the agreement with AT&T Corporation.

## VoIP Call Flow Diagram Steps:



1. VoIP Service Provider (VSP) customer calls 9-1-1
2. VSP receives customer's 9-1-1 call
3. VSP requests call routing instructions from Intrado
4. Intrado responds to VSP with call routing instructions to route call to either Intrado VoIP 9-1-1 Gateway (including pANI/ESQK assignment) or to existing SR infrastructure in place through VSP
5. VSP routes VoIP 9-1-1 call to Intrado VoIP 9-1-1 Gateway over dedicated IP network (IP) or over dedicated private lines (TDM)
6. Intrado VoIP 9-1-1 Gateway accepts VSP VoIP 9-1-1 call and sends to regional Intrado IP Gateway over dedicated Intrado network
7. Intrado regional IP Gateway passes call to SR over dedicated trunk
8. Selective router transports the call to the PSAP using ESQK (pANI) received with the call
9. PSAP queries ALI database with pANI
10. ALI steers to the Intrado Dynamic ALI database
11. Intrado returns ALI including subscriber's name, address and CBN
12. ALI display is sent to the PSAP by the ALI node



## 9-1-1 EMERGENCY SERVICE AGREEMENT

This 9-1-1 Emergency Service Agreement ("Agreement") is by and between the **Town of Addison**, ("Town or 9-1-1 Entity") and AT&T Corp as interconnected Voice over Internet Protocol service providers (collectively "Company" or "AT&T").

This Agreement establishes the terms and conditions for Company to interconnect with the 9-1-1 Entity's Wireline E911 Network to provide Company's interconnected Voice over Internet Protocol ("VoIP") service customers with wireline-equivalent, enhanced 9-1-1 service (E9-1-1) within the 9-1-1 Entity's corporate municipal limits (or "service area") using the Dynamic Automatic Location Identification ("Dynamic ALI") solution in compliance with the *FCC's Order* (as defined below), and the Applicable Laws.

Company will submit to 9-1-1 Entity completed **Attachment Nos. 1, 2, 6, and 8a**.

9-1-1 Entity is responsible for submitting completed **Attachment Nos. 7 and 8b**.

This Agreement is specifically limited to that portion of Company's interconnected VoIP service that is (i) nomadic, because it can be accessed from any broadband connection, but not mobile; (ii) provided to customers whose place of primary use is within the 9-1-1 Entity's service area; and (iii) for those customers' whose Automatic Location Information ("ALI") or Registered Location information is delivered by Company using the Dynamic ALI solution. Company's mobile interconnected VoIP service customers (if any) shall be addressed via a separate agreement or an amendment to this Agreement prior to Company providing E9-1-1 to such customers. Further, Company's non-portable, a/k/a fixed-location or static, interconnected VoIP service customers (if any) shall be covered by the *VSP Fixed: 9-1-1 Emergency Agreement for Fixed Interconnected VoIP Service Provider*.

This Agreement does not address automated provisioning/updating of an interconnected VoIP service customer's Registered Location (i.e., the ability to automatically identify the location of a VoIP customer without the customer having to register their location via an automated process), but does not preclude Company from using such automated provisioning/updating if such Registered Location information is delivered to the 9-1-1 Entity's Wireline E9-1-1 Network and the appropriate Database Management Service Provider ("DBMSP") in the same or comparable format and way as if provided as Master Street Address Guide ("MSAG") valid civic address location information.

WHEREAS, the 9-1-1 Entity is a home-rule city that provides E9-1-1 service pursuant to Health and Safety Code Chapter 771 or Chapter 772 and operates the Wireline E9-1-1 Network in the 9-1-1 Entity's corporate municipal limits or service area; and

WHEREAS, Company is a VoIP Service Provider ("VSP") that offers interconnected VoIP service to its customers; and

WHEREAS, the Federal Communications Commission ("FCC") issued its First Report and Order in WC Docket No. 04-36 and WC Docket No. 05-196 (the "FCC's Order") and adopted Title 47 U.S. Code of Federal Regulations Part 9 ("47 C.F.R. Part 9") requiring Interconnected VSPs to, at a minimum, transmit all 9-1-1 calls to the appropriate Public Safety Answering Point ("PSAP") and to also provide Automatic Number Identification



("ANI") and the caller's Registered Location, unless the PSAP cannot receive either ANI or Registered Location information; and

WHEREAS the FCC's Order calls for all 9-1-1 calls initiated by an interconnected VoIP service customer to be routed through the use of ANI and, if necessary, pseudo-ANI ("pANI"), to the appropriate 9-1-1 Entity's Wireline E9-1-1 Network; and

WHEREAS, to implement E9-1-1 service, Company requires that it, or its third-party agents or vendors, have connection to the 9-1-1 Entity's Wireline E9-1-1 Network, access to the 9-1-1 ALI database, access to the 9-1-1 Entity's MSAG and MSAG updates for their service area; and

WHEREAS, to facilitate Company's deployment of E9-1-1 service, the 9-1-1 Entity hereby agree to provide Company to the fullest extent possible with access to their Wireline E9-1-1 Network, ALI databases, MSAG and MSAG updates on a non-discriminatory and technology-neutral basis vis-à-vis other voice service providers that are obligated to provide E9-1-1 capabilities; and

WHEREAS, Company and the 9-1-1 Entity agree at all times to conform their operations and practices hereunder in accordance with Applicable Laws; and

WHEREAS, Company and the 9-1-1 Entity agree that 9-1-1 emergency service interconnection must protect, maintain, and further the high quality, standards-based 9-1-1 emergency service, but should not inappropriately and unreasonably increase the costs of 9-1-1 emergency service to Company or the 9-1-1 Entity; and

WHEREAS, the Parties recognize that rules and industry practices and standards related to VoIP are evolving, and that nothing in this Agreement shall be interpreted as inconsistent with or to prohibit any Party's compliance with current or future Applicable Laws; and

WHEREAS, Company recognizes that the 9-1-1 Entity's Wireline E911 Networks are evolving and that nothing in this Agreement shall be interpreted as inconsistent with or to prohibit the further evolution of their Wireline E911 Network and 9-1-1 Database Management Services, and in particular towards the evolution to a next generation IP-based 9-1-1 network or National Emergency Number Association ("NENA") Future Path Compliance.

NOW, THEREFORE, in consideration of the listed mutual promises and benefits, the Parties agree as follows:

The Attachments attached hereto and incorporated herein are:

- |                |  |
|----------------|--|
| Attachment 1.  | Company Notification Form [Identification of ESGW(s) and VPC(s)] |
| Attachment 2.  | Service Plan   |
| Attachment 3.  | Implementation, Testing and Maintenance Procedures               |
| Attachment 4.  | Work Plan  |
| Attachment 5.  | 9-1-1 Service Fee  |
| Attachment 6.  | 9-1-1 Fee Remittance Information                                 |
| Attachment 7.  | 9-1-1 Default Routing Information                                |
| Attachment 8a. | Company Notice, Escalation and Contact List                      |
| Attachment 8b. | 9-1-1 Entity Notice, Escalation and Contact List                 |



Attachment 9. 9-1-1 Entity's Service Area (optional)

1. **Definitions.** For purposes of this Agreement, terms not specifically defined herein shall have the same meaning as such are used in the Applicable Laws (see Section 2, *infra.*). References hereunder to specific timeframes shall be intended to refer to calendar days, unless the specific reference to business or working days is used.

2. **Applicable Laws.** Without admitting or denying that Company is subject to the following Applicable Laws, Company agrees that its interconnection arrangements for 9-1-1 emergency service, including, but not limited to, interconnection arrangements to the 9-1-1 Entity's Wireline E9-1-1 Network, shall meet applicable minimum standards specified in:

- a. The FCC's Order and 47 C.F.R. Part 9, or other applicable FCC regulation related to the provisioning of E9-1-1;
- b. Applicable state and federal laws, orders, rules and regulations addressing, including, or interpreting standards or features for 9-1-1 emergency service, including applicable rules and/or program policy statements ("PPS") of Commission on State Emergency Communications ("CSEC") or a 9-1-1 Entity; and
- c. Applicable provisions under Texas Health and Safety Code, Chapter 771 or Chapter 772.

(2a – c are collectively referred to as the "Applicable Laws").

2.1 In the event a Party identifies any part of this Agreement as being in direct conflict with the Applicable Laws, or a decision interpreting the Applicable Laws, the Parties agree to modify this Agreement in accordance with Section 18 to resolve the conflict and/or to fairly reflect the impact of a change in, or interpretation of, the Applicable Laws.

3. **Interconnected VoIP Service E9-1-1 Configuration.** Company may provide the Emergency Services Gateway ("ESGW") and/or Voice Positioning Center ("VPC") functions required by this Agreement itself or contract with third party ESGW and/or VPC entities. In either case, only entities that have been authorized by the 9-1-1 Entity are allowed to provide ESGW and VPC functions within the 9-1-1 Entity's service areas. Nothing in this Agreement constitutes authorization for Company to provide either ESGW or VPC functions.

3.1 Unless otherwise negotiated and agreed to in writing by the Parties in advance, Company shall use the 9-1-1 tandem, also known as the 9-1-1 selective router, designated and approved by the 9-1-1 Entity and shall not directly trunk to any PSAP. Unless Company uses a 9-1-1 selective router negotiated and agreed to in writing in advance, the tandem designated and approved by the 9-1-1 Entity shall be used to provide E9-1-1 emergency service pursuant to this Agreement.

3.2 To facilitate Company's deployment of E9-1-1 service, the 9-1-1 Entity shall provide Company with access to their individual Wireline E9-1-1 Networks, ALI databases, MSAGs and MSAG updates on a non-discriminatory and technology-neutral basis vis-à-vis other voice service providers that are obligated to provide E9-1-1 capabilities.

3.4 Where possible, Company may exceed the service standards set forth in this Agreement and the Applicable Laws, provided doing so does not cause a material increase in the cost to the 9-1-1 Entity or negatively impact the 9-1-1 Entity operations.

4. **Revising E9-1-1 Requirements.** A 9-1-1 Entity may modify its 9-1-1 emergency service specifications and operational interface requirements as a result of: (i) a transition to an IP-based 9-1-1 network, (ii) a transition to the NENA i3 standard or Future Path



compliance, (iii) a jurisdiction-wide 9-1-1 system upgrade which is material and required for the continued upkeep of E9-1-1 service, or (iv) a change in the Applicable Laws; provided, however, that any such modification requested of Company shall also be required of all other VSPs within the 9-1-1 Entity's jurisdiction. Unless a shorter time period is necessary to protect the public safety, the 9-1-1 Entity and Company will meet in good faith to discuss such modifications within thirty (30) days from the date it receives written notice from 9-1-1 Entity requesting such changes. Unless a shorter time period is necessary to protect the public safety, Company shall be provided at least 180 days to comply with the requested modifications. Where a shorter time period is necessary to protect the public safety, the Parties will work together as promptly as possible to discuss any agreed upon modifications, and the 9-1-1 Entity shall permit Company the greatest length of time possible, without jeopardizing the public safety, to comply with the requested modifications.

5. **ESGW and/or VPC Functions.** It is the responsibility of Company, notwithstanding its use of third-party ESGW and/or VPC entities, to adequately provide the ESGW and VPC Functions identified herein or in the Applicable Laws, including any reporting requirements in either a 9-1-1 Entity's or CSEC Rule and/or PPS for the purpose of quality measurement or emergency notification purposes. Company agrees to require any third-party ESGW and/or VPC entities acting on its behalf to comply with any reporting requirements in either a 9-1-1 Entity's or a CSEC rule and/or program policy statement.

5.1 Company shall designate the entity(ies) responsible for its ESGW and/or VPC functions, even where Company is itself performing these functions, by completing the Company Notification Form (**Attachment No. 1**).

5.2 Any change in the entity(ies) providing the ESGW and/or VPC functions shall require at least thirty (30) days advance notice to the 9-1-1 Entity, unless a shorter time is necessary to protect the public safety, and an updating of **Attachment No. 1**.

5.3 The Parties recognize that some ESGW and/or VPC functions may not have been clearly defined or identified as of the date of this Agreement. The Parties agree to amend this Agreement to the extent necessary to reflect more clearly defined or newly identified ESGW and/or VPC functions, if any.

6. **Service Plan.** Company' shall submit for the 9-1-1 Entity's approval a plan for the provisioning of E9-1-1 service within that 9-1-1 Entity's service area (the "Service Plan"). The form Service Plan approved by the 9-1-1 Entity is provided as **Attachment No. 2**.

6.1 The 9-1-1 Entity shall review the Service Plan and either notify Company or, if authorized by Company, its ESGW and/or VPC entities of any deficiencies therein or approve the Service Plan within ten (10) days of 9-1-1 Entity's receipt of the Service Plan. If not approved, the 9-1-1 Entity shall provide reasonable specificity as to any such deficiencies, and shall work in good faith with Company or, if authorized by Company, its ESGW and/or VPC entities to resolve such deficiencies. Service Plans deemed deficient must be resubmitted for approval and the review process and ten (10) day timeline starts again. A Service Plan shall be deemed approved on the 10th day following receipt thereof if the 9-1-1 Entity fails to comply with this section.

6.2 Any changes by Company, or Company's ESGW and/or VPC entities, to the Service Plan or in the originating, routing, and/or termination of calls that might materially affect the routing or completion of E9-1-1 calls shall be submitted in writing by Company, or Company's ESGW and/or VPC entities, to the 9-1-1 Entity no later than thirty (30) days prior to such change unless a shorter time period is necessary to protect the public safety.



6.3 The 9-1-1 Entity shall, within ten (10) days from receipt of such notice of changes, notify Company, or Company's ESGW and/or VPC entities, as to whether any of the proposed changes to the Service Plan or in the originating, routing, and/or termination of calls are material (i.e., changes are material if they involve a change to a different ESGW or VPC entity, or a transition to a NENA i3 solution). Changes deemed material must be submitted for 9-1-1 Entity approval in an amended Service Plan. Approval of an amended Service Plan shall be in accordance with Section 6.1. Review of an amended Service Plan shall not affect prior approval by the 9-1-1 Entity of the then-current Service Plan.

7. **Implementation, Testing and Maintenance Procedures.** As a condition to Company's interconnection, or continued interconnection, to the 9-1-1 Entity's Wireline E9-1-1 Network, Company is required to implement, test, and maintain its ability to correctly route and deliver accurate ANI and Registered Location information for its customers' 9-1-1 dialed calls in accordance with **Attachment No. 3** (unless such implementation, testing and maintenance procedures are superseded by, and incorporated into, a 9-1-1 Entity or CSEC Rule or PPS). In the interest of public safety and Company's compliance with the *FCC's Order*, the Parties acknowledge and agree that Company may proceed with testing prior to the effective date of this Agreement, and that once interconnected and successfully tested any termination of Company's ability to deliver 9-1-1 dialed calls with E911 capabilities within the 9-1-1 Entity's service area shall be pursuant to the restrictions set forth in Section 12.1.

7.1 Company, in conjunction with its ESGW and/or VPC entities, shall demonstrate that any test of the 9-1-1 interconnection allows 9-1-1 dialed calls to flow end-to-end to the appropriate PSAP(s) before live 9-1-1 traffic is allowed and final approval is granted by the 9-1-1 Entity. The 9-1-1 Entity represents and warrants that any testing and approval requirements are non-discriminatory and technology-neutral vis-à-vis any testing and approval required, or having been required, of other voice service providers with E9-1-1 compliance obligations.

7.2 Final approval as to the satisfactory provisioning of 9-1-1 emergency service rests with the 9-1-1 Entity and is to be provided in an agreed upon manner to Company, or its ESGW and VPC vendors, upon successful testing in accordance with **Attachment No. 3**.

8. **Work Plan.** The Work Plan of Roles and Responsibilities (**Attachment No. 4** unless such roles and responsibilities are superseded by, and incorporated into, a 9-1-1 Entity or CSEC Rule or PPS) describes the roles and responsibilities of the Company, its ESGW and/or VPC function providers, and the 9-1-1 Entity specifically related to the provisioning of E9-1-1 service pursuant to this Agreement.

8.1 The Parties recognize that functions of the Validation Database ("VDB") and Emergency Services Zone Database ("ERDB") and roles and responsibilities related to the VDB and ERDB have not been clearly defined as of the preparation of this Agreement. The Parties agree to amend this Agreement to the limited extent necessary and appropriate to reflect those functions, roles, and responsibilities as they become more clearly defined. The Parties further agree that as a fundamental principle there should be no denial by either Party of access to any needed data for service provision or service quality unless such denial is required by law or valid contractual restriction.

9. **9-1-1 Fees.** Company shall remit monthly to the 9-1-1 Entity the 9-1-1 Emergency Service Fee ("9-1-1 Fee") consistent with the definition of an access line as defined in 1 Texas Administrative Code § 255.4, as that rule provides now and as the rule may be amended from time to time, and in accordance with the current 9-1-1 Fee is set out in **Attachment No. 5** and as the 9-1-1 Fee may be revised from time to time by the 9-1-1



Entity, as allowed by Applicable Law and provide for below. The payment is due to 9-1-1 Entity no later than the thirtieth (30<sup>th</sup>) day after the last day of the calendar month to which the fees were related. The initial payment due is due no later than the 30th day after the last day of the calendar month, in which the fees were collected. Remittances shall be made by direct deposit to the 9-1-1 Entity's bank or by check, the procedure to be designated by mutual agreement of the Parties.

The 9-1-1 Fee may be revised from time to time by the 9-1-1 Entity. Such changes shall be communicated in writing to Company for changes in Company's remittance of the 9-1-1 Fee. The 9-1-1 Entity shall notify Company of any change Company must make in Company's remittance of 9-1-1 Fee with sufficient advance time, at least thirty (30) days in advance of the effective date of the new 9-1-1 fee, but not to exceed ninety-one (91) days before the date the change takes effect, to permit Company's billing system to comply timely with the change.

9.1 In **Attachment No. 6**. A 9-1-1 Fee Remittance Report similar in form to Attachment No. 6 shall be sent by U.S. mail by Company or Company's designated agent, to City Finance Director, Town of Addison, P. O. Box 9010, Addison, Texas 75001-9010. That 9-1-1 Fee remittance report, to be made monthly, shall state the number of access lines, designating the number of both residential, business lines and trunks service, for which fees have been collected and are being transmitted. At all times Company shall be responsible for the accuracy of the report Company will provide, and keep current, the name and contact information of the individual or entity responsible for remitting the 9-1-1 Fee on Company's behalf. In the event Company uses a remitting agent, Company shall require the agent to identify Company on the remittance forms and to not combine Company's remittances with that of any other entity. If Company collects the 9-1-1 Fee it may retain an administrative fee equal to one percent (1%) of the total amount collected.

9.2 In the event that Company provides wholesale, non-retail customers with dedicated access to the 9-1-1 Entity's Wireline E9-1-1 Network, Company agrees to provide such wholesale access only to such retail service providers that have entered into an Agreement with the 9-1-1 Entity.

9.3 VoIP allows a customer to obtain a non-native telephone number (i.e., has an NPA/NXX that does not match the service address's rate center). For this reason determining the location of a customer with a non-native telephone number for the purpose of applying the 9-1-1 Fee shall be based on the end-user customer's billing address or registered location, unless a different method of determination is adopted by rule or statute.

9.4 Notwithstanding any provision of this Agreement to the contrary, Company agrees that it will not seek to recover any attorneys' fees or costs from the 9-1-1 Entity for any litigation related to a dispute initiated in good faith involving this Agreement, or the proper application of any law or regulation related to 9-1-1 service to Company.

10. **Reimbursement for 9-1-1 Trunking.** At this time, Company is not requesting and will not be receiving any reimbursement for 9-1-1 Trunking pursuant to the rates permitted by PUC Substantive Rule 26.435 from 9-1-1 Entity. If in the future, Company desires to receive reimbursement for 9-1-1 Trunking at the rates permitted by PUC Substantive Rule 26.435, Company shall provide 9-1-1 Entity ninety (90) days advance notice of such request. If approved by 9-1-1 Entity, reimbursement shall only be provided to Company to the extent permitted by and within 9-1-1 Entity's approved budget and/or appropriations. Any reimbursement for 9-1-1 Trunking shall comply with all applicable federal and state laws and rules and PUC Substantive



Rules 26.272, 26.433, and 26.435 and shall not exceed the amount permitted by PUC Substantive Rule 26.435. Company's Schedule of 9-1-1 Trunking to be billed 9-1-1 Entity shall be provided as an amendment to this Agreement. Unless the Parties agree to a different remittance schedule, 9-1-1 Entity shall remit any such 9-1-1 Trunking monthly. 9-1-1 Entity shall make any such payments as directed by and in accordance with state law. Company shall not be entitled to any reimbursement for 9-1-1 Trunking that is already being reimbursed by any 9-1-1 Entity or pursuant to another agreement with 9-1-1 Entity.

11. **Database Management Activities.** Where applicable, Company shall coordinate and cooperate with the 9-1-1 Entity and/or the DBMSP regarding 9-1-1 database activities necessary to provide accurate, efficient, seamless, and transparent E9-1-1 emergency service. Company agrees to use reasonable efforts to comply with current NENA standards (available at [www.nena9-1-1.org](http://www.nena9-1-1.org)) and any current reasonable and lawful requirement of the 9-1-1 Entity addressing 9-1-1 database activities, provided that Company has had sufficient prior notice of such requirement, or future requirements promulgated pursuant to the terms of this Agreement or provide reasonable function equivalence otherwise in compliance with Applicable Law. Company shall submit records with the correct NENA ID applied in accordance with NENA standards. The 9-1-1 Entity will cooperate with Company regarding activities necessary to provide the services contemplated hereunder. The 9-1-1 Entity agrees to facilitate cooperation with other entities that it has agreements with that may be necessary to provide the services contemplated hereunder.

11.1 **Number Portability.** Company and 9-1-1 Entity agree that it is in the public interest for number portability to be as seamless and transparent as possible to persons seeking emergency assistance by calling the number 9-1-1 and to PSAP personnel answering those 9-1-1 emergency service calls. Company shall cooperate and coordinate with 9-1-1 Entity in a commercially reasonable manner regarding the implementation and effect of number portability on the 9-1-1 emergency service and shall assist 9-1-1 Entity with educating PSAP personnel. The Parties agree that 9-1-1 Entity shall bear the cost of any PSAP modifications and Company shall bear its costs of implementing number portability solutions, except 9-1-1 Entity is not required to make any modifications to address service to non-native telephone number service or to address Geographic Number Portability by the act of entering into this Agreement.

12. **Dispute Resolution.** The Parties agree to work in good faith with each other to resolve any disagreements and negotiations, including those arising as a result of a change in, or implementation of any laws or regulations, prior to the 9-1-1 Entity or Company taking any formal action. Formal action shall consist of the following, in the order stated: first, alternative dispute resolution by a mutually agreed third party; second, an administrative proceeding, including arbitration, if authorized by statute; and third, a judicial proceeding. Neither the 9-1-1 Entity nor Company waives any rights that they may have respectively to seek any relief or enforcement from any regulatory body of competent jurisdiction.

12.1 Company and the 9-1-1 Entity agree that E9-1-1 emergency service is an essential, life-saving service. Each Party reserves the right to seek any relief from a court or regulatory body of competent jurisdiction against another Party related to ensuring that the public safety of persons within the 9-1-1 Entity's jurisdiction are protected. Under no event, however, may 9-1-1 Entity unilaterally terminate Company's ability to complete 9-1-1 dialed calls and/or E911 service capability within the 9-1-1 Entity's jurisdiction without a final order by a court or regulatory body of competent jurisdiction expressly authorizing the same.



13. **Default Routing Information.** Unless otherwise authorized by the appropriate 9-1-1 Entity, Company is required to route all 9-1-1 dialed calls that cannot be selectively routed to the appropriate PSAP in accordance with **Attachment No. 7**.

14. **Notices, Contacts and Escalation Information.** Any notice required or permitted to be given by the 9-1-1 Entity to Company under this Agreement shall be mailed via certified or registered U. S. Mail, postage prepaid, return receipt requested to the individual identified in **Attachment No. 8a**. Any notice required or permitted to be given by the Company to a 9-1-1 Entity under this Agreement shall be mailed via certified or registered U. S. Mail, postage prepaid, return receipt requested or delivered to the individual identified in the 9-1-1 Entity's **Attachment No. 8b**. The Parties will exchange and keep current the escalation and contact lists provided as **Attachment Nos. 8a and 8b**, respectively.

15. **9-1-1 Entity's Service Area.** The 9-1-1 Entity's service area may be provided by the 9-1-1 Entity as an optional **Attachment No. 9**.

16. **Confidentiality.** Company may designate as confidential and submit under seal any Attachment or portion thereof that it considers exempt from the requirements of the Texas Public Information Act (Texas Government Code Chapter 552, the "Act"); and shall identify with specificity which provisions of the Act apply. The 9-1-1 Entity shall keep confidential any part of an Attachment so designated to the extent permitted by, and in accordance with, the Act. Upon receiving a request for information the response to which would include a portion of an Attachment marked confidential, the 9-1-1 Entity shall request an Attorney General Open Records Decision in accordance with the Act and shall notify Company concurrently with such request. The 9-1-1 Entity shall not release any portion of the Service Plan designated confidential until the Attorney General issues an Open Records Decision resolving the request for such information. The 9-1-1 Entity is not required to request an open records decision with respect to information designated as confidential for which an open records decision has been made that the same or similar information is public information.

16.1 For a period of three (3) years from the date of receipt, each party shall maintain the confidentiality of and not disclose to third parties the information or data of any nature provided to it by the other party hereto provided such information (i) contains a conspicuous marking identifying it as confidential or proprietary, or (ii) in the case of confidential information disclosed orally, is identified as confidential at the time of disclosure and subsequently confirmed and designated in writing within ten (10) calendar days ("Confidential Information"). Each Party shall use the same efforts to protect from disclosure Confidential Information it receives hereunder as such Party accords to similar confidential information of its own.

This Agreement imposes no obligation on the receiving party with respect to Confidential Information received from the disclosing party which:

- is or becomes publicly know through no wrongful act on the receiving party's part,
- is already know to the receiving party at the time of disclosure
- is rightfully received by the receiving party from a third party without breach of this Agreement,
- is independently developed by the receiving party without breach of this Agreement,
- is furnished to a third party by the disclosing party without a similar restriction on the third party's rights,
- is explicitly approved for release by written authorization for the disclosing party, or



-is disclosed pursuant to the lawful requirement or request of a Governmental Agency or disclosure if permitted by operation of law, provided that the party making the disclosure has given prior notice to the other party so that it may appear and defend its interests in a timely manner.

17. **Non-Waiver of Rights.** The Parties do not waive and expressly reserve their respective rights to seek relief and/or advocate any position before the FCC, or other regulatory or administrative body of competent jurisdiction, or to seek any available judicial remedies at law or in equity.

18. **Modifications and Termination.** Except as otherwise provided herein regarding the submission of Attachments, this Agreement may not be modified other than by a written instrument executed by both Parties.

18.1 The Agreement may be terminated before the end of the then-current term solely under the following circumstances:

- a. Company may terminate this Agreement with thirty (30) days written notice if Company is discontinuing the services provided for under this Agreement;
- b. A 9-1-1 Entity may terminate this Agreement with thirty (30) days written notice if authorized to do so by a final order issued pursuant to Section 12.1; or
- c. Within the timeframe established under a mutual agreement of the Parties to terminate this Agreement set forth in writing and executed by both Parties.

19. **Limitation of Warranties.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NO PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR ANY SERVICE (OR GOOD) PROVIDED UNDER THIS AGREEMENT. COMPANY PROVIDES A SERVICE UNDER THIS AGREEMENT AND NOT "GOODS" AS DEFINED IN THE UNIFORM COMMERCIAL CODE, AS ADOPTED IN TEXAS.

20. **No Assumption of Liability.** IN ADDITION TO THE LIMITATIONS OF LIABILITY DESCRIBED ELSEWHERE IN THIS AGREEMENT, COMPANY ASSUMES NO LIABILITY FOR ANY ACT OR OMISSION BY THE 9-1-1 ENTITY BY VIRTUE OF ITS ENTERING INTO THIS AGREEMENT. THE 9-1-1 ENTITY ASSUMES NO LIABILITY FOR ANY ACT OR OMISSION OF COMPANY BY VIRTUE OF ITS ENTERING INTO THIS AGREEMENT.

21. **Immunity from Liability.** To the extent provided for pursuant to the Applicable Laws, Company, Company officers, and Company employees are not liable for any claim, damage, or loss arising from Company's provision of 9-1-1 emergency service unless the act or omission proximately causing the claim, damage, or loss constitutes, gross negligence, recklessness, or intentional misconduct. Nothing in this provision limits the right of Company, Company officers, and Company employees to appeal the judgment of a court of competent jurisdiction.

22. **Force Majeure.** Neither Party shall be liable for failure to perform pursuant to this Agreement if such performance is precluded by acts or events beyond the Party's reasonable, good faith control, including, but not limited to: labor difficulties, strikes or embargoes, inability to secure products or services from third parties, governmental mandates, civil commotion, wars, equipment or power failures, cable cuts, fires, floods, unusually severe weather conditions, explosions and any other acts of God.



23. **No Consequential Damages.** Except as otherwise provided in this Agreement, each Party agrees that the other Party shall in no event be liable for, and each Party expressly waives its right to claim, any, special, collateral, punitive, incidental or consequential damages (including, but not limited to, lost profits) directly or indirectly arising out of or in connection with performance or nonperformance of the services to be provided under this Agreement.

24. **Entire Agreement.** This Agreement, together with all attachments, sets forth the entire understanding of the Parties. 9-1-1 Entity represents and warrants that it has the requisite power and authority to enter into this Agreement and that the Agreement constitutes a valid and binding obligation enforceable against the E9-1-1 Entity according to its terms. Company represents that it has the requisite power and authority to enter into this Agreement and that the Agreement sets forth valid and binding obligations enforceable against Company according to its terms. Neither Party has made any representation, promise, or statement of intention or any oral or written communication that is not embodied herein.

25. **Severability.** In the event that any part of this Agreement is held to be invalid, unenforceable, or pre-empted for any reason, the affected part shall be deemed deleted or reformed to the extent necessary to be enforceable, and the remainder of the Agreement shall remain in full force and effect. Any direct conflicts between the terms of this Agreement and the Applicable Laws shall be addressed in accordance with Section 2.1.

26. **Governing Law and Venue.** This Agreement shall be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of this Agreement shall be in Travis County, Texas.

27. **Effective Date and Term.** This Agreement is effective as of the date the 9-1-1 Entity has executed the Agreement and shall continue for a period of one (1) year, unless terminated earlier as provided for in this Agreement. Thereafter, this Agreement shall automatically renew each year, (subject to the availability of appropriations or budget funds as applicable for any payments required by 9-1-1 Entity to Company but even without such payment obligations the Agreement may otherwise continue without such payments) provided that either Party may provide written notice to the other Party no less than sixty (60) days prior to the end of the current term to request an amendment to the Agreement memorializing any modifications that have then not yet been incorporated pursuant to Sections 2.1, 4 and 6 herein.

28. **Assignment.** Neither the 9-1-1 Entity nor Company shall have the right or power to assign, transfer or otherwise convey this Agreement, in whole or in part, without the prior written consent of the non-assigning party; provided, however, that an assignment to an Affiliate of Company shall not require the consent of the 9-1-1 Entity (provided that such Affiliate assumes all of the rights, duties, and obligations of Company hereunder), except that Company shall give notice of such an assignment to the 9-1-1 Entity at least ten (10) days prior to such assignment or transfer. For purposes of this Agreement, *Affiliate* means (i) all persons, corporations or other entities, if any, controlled by Company, and (ii) all persons, corporations or other entities, if any, which control Company. As used in this definition of *Affiliate*, *control* means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities or partnership interests, by contract, or otherwise.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the last date signed below.

**Town of Addison, Texas**  
A home rule municipal corporation

By: \_\_\_\_\_

\_\_\_\_\_  
City Manager

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

By: AT&T Corp

Name: Richard Kaplan

Title: Group Director 911 and Numbering.

Authorized Representative for AT&T Corp

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

*Richard Kaplan*  
9/28/06

## 9-1-1 Emergency Service Equalization Surcharge

The 911 Emergency Service Equalization Surcharge shall be charged pursuant to Texas Health and Safety Code Chapter 771 as follows:

### 9-1-1 FEE SURCHARGE AMOUNTS:

9-1-1 Fee  
Surcharge

% 1.00

Percent applied per customer to charges for intrastate long-distance service as defined by CSEC rule.

Pursuant to statute, CSEC is authorized to set the 9-1-1 fee in a different amount for each Regional Planning Commission—not to exceed \$.50.

Pursuant to statute, the amount of the surcharge may not exceed 1.3%.

### REMIT TO:

Texas Comptroller of State Accounts  
111 17<sup>th</sup> Street  
Capitol Station  
Austin, Texas 78944-0100

- Remittance Forms available Electronically at [www.cpa.state.tx.us](http://www.cpa.state.tx.us)

Company Provided Information:

**Contact Information of Individual or Entity Responsible for Remitting the 9-1-1 Fee and Surcharge on Company's Behalf:**

The Surcharge

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

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City, State Zip \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

\_\_\_\_\_



# Attachment 1

## VSP Notification Form

FUNCTION OF EXHIBIT ISSUED:      NEW      REVISED  
                     

STATUS OF EXHIBIT: \_\_\_\_\_

DATE PREPARED: 09/20/06

VSP COMPANY NAME: AT&T Corp

CONTROL NUMBER: \_\_\_\_\_

BUSINESS ADDRESS: One AT&T Way  
Bedminster, NJ 07921

VSP NENA CO ID: ATTCS

REQUESTED SERVICE DATE: 09/25/06

VSP web site \_\_\_\_\_

### VSP CONTACT INFORMATION

CONTACT	NAME	NUMBER	EMAIL
VSP E911 COORDINATION MANAGER	Carol Criscuolo	718 931 0999	ccriscuolo@att.com
VSP 911 TRANSLATIONS MANAGER			
VSP 24X7 OPERATIONS		1-800-829-1011 or 888 249 4980	

### VPC ASSOCIATIONS (List Names of VPC entities that will process 911 calls for this VSP in Texas)

VPC NAME	NENA CO ID	CONTROL NO.	VPC CONTACT	NUMBER	EMAIL
Intrado	TRDO	n/a	Mary Sharp	720-494-6256	msharp@intrado.com

### ESGW AFFILIATIONS (List Names of ESGW entities that will route 911 calls for this VSP in Texas)

ESGW NAME	NENA CO ID	CONTROL NO.	ESGW CONTACT	NUMBER	EMAIL
Intrado	TRDO	n/a	Mary Sharp	720-494-6256	msharp@intrado.com

### ACTIVITY REQUESTED


### PREPARED BY:

AT&T	NUMBER	EMAIL	DATE
Carol Criscuolo	718 931 0999	ccriscuolo@att.com	9/20/2006

## **Attachment No. 2**

### **Service Plan**

Company Information

#### **Explanation of Company Service Plan**

AT&T will provide E9-1-1 emergency service utilizing Voice over Internet Protocol ("VoIP") technologies in partnership with authorized ESGW and VPC entities identified in Attachment No. 1 to the Agreement (the "Network Partner(s)"). Customers will have the functionality and appearance of conventional telephones and 9-1-1 emergency service access. AT&T will convert analog voice signals to digital data that will be sent over the AT&T facilities as digital data signals. AT&T network will identify 9-1-1 dialed calls and route them to its Network Partner(s), which will convert the digital signals back to analog voice signals then route them through to the public switched telephone network ( PSTN ) and the appropriate Public Safety Answering Point ( PSAP ).

For each 9-1-1 dialed call, AT&T and its Network Partner(s) will use the 9-1-1 Entities Wireline 9-1-1 Network to provide PSAP operators with ALI and ANI information that is equivalent to traditional voice calls.

#### **Declaration of Area of Service**

AT&T's area of service will encompass the 9-1-1 Entity corporate municipal limits in the City of Addison.



## **Attachment No. 2**

### **Service Plan (Con't)**

#### **911 Interconnection Details**

AT&T, through its Network Partner(s), will provide 9-1-1 emergency service to its end-user customers utilizing the dynamic ALI solution which requires calls to be routed using ESQKs and standard end-office 9-1-1 trunk interconnections from to the serving 9-1-1 Selective Routing Tandem office (see Company's 9-1-1 diagram). The 911 trunk interconnections use SS7 signaling. MF signaling 911 trunks will be used if specified by the 9-1-1 Entity or due to technical limitations of the 911 System Service Provider. The 911 trunks are provisioned on dedicated DS1 facilities with a minimum of two (2) DS0s per serving arrangement. Diverse DS1 facilities are used where required by the 9-1-1 Entity and technically feasible.

#### **911 Database Management**

AT&T, or its Network Partner(s), have obtained the necessary access to the 9-1-1 Entities' DBMSP. AT&T will adhere to the applicable NENA Data Exchange format as specified by the DBMSP. AT&T will process all records and perform error correction in accordance with the NENA recommended standards.

#### **Numbering Resources**

AT&T obtains NPA-NXXs for its own account after having received a numbering waiver from the FCC. The process to obtain numbering resources requires AT&T to provide the FCC and the applicable State Commission with a 30 day notice that Company will be applying for an NPA-NXX to provide service in specific rate center. Once the 30 day advance notice expires, AT&T will submit the appropriate application to Neustar to obtain an NPA-NXX for a specified rate center or a pooled one thousand block from an NPA-NXX. All codes received (NPA-NXXs) follow industry guidelines with respect to rate center designation and intervals for Local Exchange Routing Guide (LERG) effective dates.

# ATTACHMENT NO. 3

## Implementation, Testing and Maintenance Procedures

### Purpose

This document provides procedures for the 9-1-1 Entity, interconnected Voice over Internet Protocol (VoIP) Service Providers (VSPs), and third party vendors to follow in the implementing, testing, and maintaining the provisioning of E9-1-1 service using a dynamic automatic location information solution (Dynamic ALI).

### Terms/Definitions

**New Service Deployment:** Initial deployment of service when a VSP has not previously deployed in a PSAP jurisdiction within the 9-1-1 Entity's region – regardless of architecture used to provide 9-1-1 service.

**Successful Testing:** Demonstrated capability to correctly route and deliver accurate automatic number information (ANI) and Dynamic ALI for 9-1-1 calls from the point of initiation of the call to the appropriate Public Safety Answering Point (PSAP). All tested ESQKs must route to the correct PSAP.

**Maintenance:** Maintenance occurs when a VSP, and/or its third party ESGW or VPC vendors, has already deployed E9-1-1 service within a PSAP jurisdiction, adds a new area or service, or changes such service, within that PSAP jurisdiction to comply with industry standards.

### I. Implementation Processes:

#### a. New Service Deployment by VSP:

- i. Notify 9-1-1 Entity in writing of its intention to implement E9-1-1 service and include:
  1. VSP name, business address, web site, NENA ID and requested service date;
  2. VSP contact person(s) for E9-1-1 coordination, 9-1-1 translations, and 24X7 operations;
  3. Associated VPC information and control number; and
  4. Associated ESGW information and control number.
- ii. Execute the 9-1-1 Entity VSP Dynamic ALI Agreement

#### b. VPC Responsibilities:

- i. Complete the 9-1-1 Entity VPC E911 Exhibit (including the ESQK Allocation and VSP Information worksheets), which includes:
  1. VPC company information and contact person(s);



2. List of ESGWs routing calls for VPC along with contact information and control numbers;
  3. List of 9-1-1 entities served by VPC(optional);
  4. Attachment detailing VSPs served; and
  5. Attachment detailing ESQKs assigned by PSAP to VPC.
- ii. Complete one Exhibit per each Selective Router/Tandem Provider in the state of Texas;
  - iii. Submit a copy of the Exhibit(s) to each impacted 9-1-1 Entity (9-1-1 Entity will submit approval of the ESQK Allocation to the pANI administrator);
  - iv. Update VSP Information worksheet and copy the appropriate 9-1-1 Entity(ies) when adding a new VSP; and
  - v. Update ESQK Allocation worksheet and copy the appropriate 9-1-1 Entity(ies) when deploying new service or adding additional ESQKs.
- c. ESGW Responsibilities:
- i. Complete the 9-1-1 Entity E911 Service Plan (including Trunk Group and VSP Information worksheets) and Trunk Exhibit, which includes:
    1. ESGW company information and contact people;
    2. List of VPCs routing calls along with contact information and control numbers;
    3. List of 9-1-1 entities served by ESGW (optional);
    4. Attachment detailing the tandem 9-1-1 trunk groups and the 9-1-1 Entity(ies) authorizing trunk group; and
    5. Attachment detailing VSPs served.
  - ii. Complete one Service Plan and Trunk Exhibit for each Selective Router/Tandem Provider in the state of Texas;
  - iii. Submit a copy of the Service Plan(s) and Trunk Exhibit(s) to each impacted 9-1-1 Entity; and
  - iv. Update the Service Plan and/or Trunk Exhibit when adding a new VSP or trunks.

## II. Exhibit Process

- a. The following exhibit process and timelines apply (particularly for the ESGW & VPC exhibits):
  - i. The appropriate entity will obtain default criteria & ESN assignment from the 9-1-1 Entity;
  - ii. ESQK range obtained from applicable numbering administrator;
  - iii. 9-1-1 Entity send confirmation of receipt of Exhibits within 5 business days of receipt thereof;
  - iv. PSAP has 10 calendar days to respond with notice of deficiencies; and
  - v. If 9-1-1 Entity fails to respond within 10 calendar days, Exhibits are deemed approved.



- b. If 9-1-1 Entity does not respond within time frame, VSP, VPC, and/or ESGW will notify 9-1-1 Entity, CSEC, and 9-1-1 network service provider that trunks are being released for live 9-1-1 traffic based on no response signifying approval.

### III. New Deployment Testing

- a. Testing Notification: A VSP, or its VPC, must provide notice to the 9-1-1 Entity of its intention to begin testing New Service Deployment. The VSP, or its VPC, must coordinate with the 9-1-1 Entity on scheduling. Advance paperwork must include all appropriate exhibit documents, which must be received from the VSP within 5 working days in advance of scheduled test date. The 9-1-1 Entity will be responsible for distribution to respective PSAPs for documentation of test results, along with call-taker instructions.
- b. Testing: For each affected PSAP, VSP, and/or its VPC and ESGW entities, should place a call into the PSAP using the administrative line to provide notice that testing is about to begin and to verify the PSAPs availability to process the test calls. (Testing protocols can be downloaded from CSEC at [www.911.state.tx.us/browse.php/VoIP Committees](http://www.911.state.tx.us/browse.php/VoIP%20Committees). Upon successful testing, the 9-1-1 Entity should document the testing and send notice to the VSP.
- c. Successful Testing Documentation and Notice: 9-1-1 Entity should provide to the party conducting testing timely notice of successful testing. The notice should include, at a minimum, the following:
  - i. Name of Testing Party and type of Entity (i.e., VSP, VPC, and/or ESGW) being tested;
  - ii. PSAP Name;
  - iii. ESQK Information Tested (for each ESQK);
    - 1. NPA
    - 2. ESQK NXX
    - 3. ESQK Number
  - iv. ALI Information Received for each ESQK tested (Yes or No);
  - v. Callback Number Received for each ESQK tested (Yes or No);
  - vi. Date and Time of successful test for each ESQK tested; and
  - vii. Test-call Taker's initials for each successfully tested ESQK
- d. Upon completion of successful testing, 9-1-1 Entity should notify CSEC by completing and sending CSEC's *Model Certification Letter*.

#### 1) System testing

- a) 9-1-1 Entity may assign a PSAP to take initial system test calls
- b) VPC will test all ESQKs & ESGW with at least one VSP

#### 2) Field or rollout testing

- a) Test every ESQK in every pool to every PSAP with at least one VSP.



b) CSEC reserves the right to request that a VPC test with more than one VSP.

**3) ESGW Testing Requirements:**

a) ESGW will test every trunk member in every trunk group & the default trunks.

**IV. Maintenance**

a. Notice of Maintenance: A VSP, or its ESGW and/or VPC providers, must provide written notice to the 9-1-1 Entity of maintenance testing or changes.

b. Call Handoff Procedures from the VPC Call Center: At a minimum, the procedure must include:

i. Caller's name, call back number and location information for each call being handed off; and

ii. Call Center's call back number. This information may be provided once (at deployment for each VPC) instead of at the call handoff.

**V. Quality Assurance**

If resources are available, the 9-1-1 Entity and VSPs should conduct frequent Quality Assurance testing to ensure continued compliance.

**Model VSP Dynamic ALI Agreement**  
**Attachment No. 4**

**Work Plan of Responsibilities**

**I. Responsibilities of Company**

Company is responsible, in cooperation with the 9-1-1 Entity (in this attachment 9-1-1 Entity may also be referred to and is included in "9-1-1 Entities") as and any third parties (including, but not limited to 9-1-1 Network Provider, Host ALI Provider, VPC software developers and hardware providers, and other suppliers and manufacturers), to implement and provide E9-1-1 emergency service to their customers within the 9-1-1 Entity service area in an agreed upon manner.

- a. **VSP Functions** (may be performed by Company or its designated ESGW and/or VPC entities):
- i. establishing contacts with any impacted 9-1-1 Entities, obtaining applicable boundary information, and determining what type of information PSAPs in the 9-1-1 Entities' service area are capable of receiving;
  - ii. participating in network design, implementation, installation;
  - iii. causing its network elements (such as the ESGW, VPC and related data links or trunks) to be installed or documented as installed by an authorized ESGW and/or VPC;
  - iv. operating, maintaining, provisioning, contracting, and testing these network elements;
  - v. obtaining a civic address from the end user. A civic address must meet the following criteria: a) the civic address must conform to USPS Publication 28 albeit limited to the delivery address and last lines of the postal addressing standard for purposes of this rule; b) the civic address must be a physical location (excluding Rural Route, Highway Contract, Post Office Box, and Military addresses); and c) the civic address must be processed through a postal validation process;
  - vi. submitting Service Order Inputs (SOIs) for each ESQK in their inventory, to the applicable DBMSP;
  - vii. providing MSAG valid location information to the PSAP during a call. Where a civic address/valid registered location input is not MSAG validated or VSP cannot pass MSAG validation, the VSP may opt to have delivered the civic address, where technically feasible. Additionally, the location information data delivered to the PSAP must



**Model VSP Dynamic ALI Agreement**  
**Attachment No. 4**

indicate that the information is NOT MSAG valid. The decision tree determining the location data to be delivered to the PSAP is as follows:

Registered Location Geo-coded	Input Postal Valid	Registered Location MSAG Valid	Input VSP/VPC Display Action
NO	-	-	Default the call to the VSP's default call center(s)
YES	NO	NO	CBN & indication that no address information is available
YES	NO	YES	CBN & MSAG Valid Address
YES	YES	NO	CBN & Postal Valid Address; indicate location information is MSAG invalid
YES	YES	YES	CBN & MSAG Valid Address

- viii. using the appropriate 9-1-1 Entity's MSAG in the address validation process;
- ix. facilitating or participating in the development of an implementation plan which will establish target dates for actions necessary for installation and activation of E9-1-1 emergency service;
- x. acquiring necessary software and equipment (exclusive of Selective Router or ALI System or CPE upgrades);
- xi. assisting in the formulation of routing decisions;
- xii. remitting, as appropriate, the 9-1-1 Service Fee and Equalization Surcharge to the Texas Comptroller of Public Accounts;
- xiii. entering into or ensuring that the necessary interconnection agreements for interconnecting the ESGW to Selective Routers and ensuring VPC ALI system connectivity exists if applicable;
- xiv. working with the 9-1-1 Entities to establish and provide internal performance measures, including, but not limited to, statistics for call

**Model VSP Dynamic ALI Agreement**  
**Attachment No. 4**

volumes, call set-up times, error resolution and other critical measurements;

- xv. working with the 9-1-1 Entities in the assignments of ESQKs for a specified ESZ and building associated ALI database records;
- xvi. coordinating or participating in the adds, changes and deletions of database records in appropriate databases, including, but not limited to ALI Host database and Selective Router;
- xvii. validating end-user submitted Registered Location Information and resolving errors in a timely manner;
- xviii. identifying a 24 x 7 contact for E9-1-1 emergency resolution;
- xix. complying with the Applicable Laws;
- xx. obtaining from NENA a Company ID;
- xxi. adhering to the draft NENA I2 standard, the final adopted NENA I2 standard or other industry and technical standards that provide reasonable functional equivalence;
- xxii. notifying the appropriate 9-1-1 Entity of any new services or changes to existing services or arrangements that may impact E9-1-1 services (including, but not limited to, deployment of automated Registered Location information);
- xxiii. participating in the creation of a trouble reporting mechanism and associated trouble resolution process;
- xxiv. providing statistical measurements and reports to document quality of service and compliance with best practices, when technically feasible; and
- xxv. if available, providing confidential end user customer record information to the 9-1-1 Entity for database quality and emergency notification purpose when requested.

b. **ESGW Functions** (may only be provided by authorized ESGWs):

- i. completing the applicable 9-1-1 System Service Provider form;
- ii. interconnecting trunks groups from the ESGW to the applicable 9-1-1 SR;



**Model VSP Dynamic ALI Agreement**  
**Attachment No. 4**

- iii. having access to a minimum of two trunks, on physically diverse paths, to each SR within the 9-1-1 Entities' service area;
- iv. testing trunks to the SRs;
- v. utilizing Signaling System 7 (SS7) connectivity to the SR where technically feasible, and employing MF CAMA where using SS7 connectivity is not technically feasible;
- vi. notifying the appropriate 9-1-1 Entity of each entity for whom it provides ESGW functions in the 9-1-1 Entity's service area;
- vii. working with the 9-1-1 Entities to test service;
- viii. adhering to the draft NENA I2 standard, the final adopted NENA I2 standard, or other industry and technical standards that provide reasonable functional equivalence;
- ix. notifying the appropriate 9-1-1 Entities of any new services or changes to existing services or arrangements that materially affect 9-1-1 call routing or completion;
- x. participating in the creation of a trouble reporting mechanism and associated trouble resolution process;
- xi. identifying of 24 x 7 contact for E9-1-1 emergency resolution; and
- xii. upon request, providing statistical measurements and reports to document quality of service.

c. **VPC Functions** (may only be provided by authorized VPCs):

- i. completing the applicable 9-1-1 System Service Provider form;
- ii. using the most recent available versions of the 9-1-1 Entities' MSAG;
- iii. establishing connectivity with the appropriate ALI provider;
- iv. ensuring that all involved entities and providers (including the ALI and/or SR providers) are aware of which ESQKs the VSP/VPC provider is using and the relationship of the ESQKs to an ESZ or PSAP;
- v. notifying the appropriate 9-1-1 Entity of each entity for whom it provides VPC functions in the 9-1-1 Entity's service area;

**Model VSP Dynamic ALI Agreement**  
**Attachment No. 4**

- vi. adhering to the draft NENA I2 standard, the final adopted NENA I2 standard, or other industry and technical standards that provide reasonable functional equivalence;
- vii. notifying the appropriate 9-1-1 Entities of any new services or changes to existing services or arrangements that materially affect 9-1-1 call routing or completion;
- viii. participating in the creation of a trouble reporting mechanism and associated trouble resolution process;
- ix. identifying a 24 x 7 contact for E9-1-1 emergency resolution; and
- x. upon request, providing statistical measurements and reports to document quality of service.

**II. Responsibilities of 9-1-1 Entities**

The 9-1-1 Entities are responsible for working and cooperating with Company and its ESGW and VPC vendors, and, where necessary, with other third parties (including, but not limited to, 9-1-1 Provider/LEC, Host ALI Provider, VPC software developers and hardware providers, and other suppliers and manufacturers) for the successful implementation and provision of E9-1-1 Service. This shall include the following:

- a. validating 9-1-1 Entity Jurisdiction map boundaries to delineate ESZs for call routing criteria, forming and implementing data management processes for jurisdictional routing changes;
- b. providing timely and prompt authorization to Company or its ESGW, as applicable, to connect trunks to the SR after receipt of applicable 9-1-1 System Service Provider form;
- c. providing timely and prompt authorization to Company or its VPC provider, as applicable, for access to the MSAG and MSAG updates;
- d. ensuring availability of MSAG records for the purpose of ESQK SOIs MSAG validation;
- e. participating in the development of an implementation plan which will establish target dates for any actions necessary for installation and activation of E9-1-1 emergency service;
- f. providing and verifying needed data about each PSAP's existing infrastructure and any other information necessary for successful installation, maintenance and provision of E9-1-1 Service;



**Model VSP Dynamic ALI Agreement**  
**Attachment No. 4**

- g. identifying appropriate ESN Routing Codes;
- h. informing third-party vendors, such as Computer Aided Dispatch (CAD) providers, of data to be delivered with 9-1-1 calls for coordination with PSAP premise-based systems;
- i. augmenting the trunks, when necessary, between a selective router and the 9-1-1 Entity;
- j. ensuring that all PSAP premises equipment is equipped to receive MSAG-valid civic address information;
- k. promptly informing Company, or its designated ESGW and/or VPC providers, of any 9-1-1 Entity system changes that may affect E9-1-1 emergency service;
- l. providing that necessary changes, modifications, and/or updates made with respect to the ALI Database for successful receipt of ALI Host Records;
- m. training 9-1-1 Operators to understand the data that they will receive about 9-1-1 calls using the Dynamic ALI solution including, but not limited to, non-native telephone numbers;
- n. supporting all testing/verification activities to be undertaken by Company, or its designated ESGW and/or VPC vendors;
- o. participating in the creation of a trouble reporting mechanism and associated trouble resolution process;
- p. authorizing the DBMSP to make available its MSAG (including delta MSAGs), to Company, or its designated VPC. This requirement is contingent upon Company or its VPC providing its NENA ID;
- q. identifying a 24 x 7 contact for E9-1-1 emergency resolution;
- r. addressing SR or ALI system software upgrades that may be necessary to accommodate the delivery and display of new VoIP-related parameters required by the PSAP (e.g.; COS, Type of Service, etc.);
- s. mediating SR interconnection and ALI Steering conflicts; and
- t. to the extent permitted by law, maintaining the confidentiality of information provided by Company, or its designated ESGW and/or VPC providers, pursuant to Texas Health and Safety Code Ann. § 771.061 and/or 47 U.S.C. § 222.

**Model VSP Dynamic ALI Agreement**  
**Attachment No. 4**

**III. Responsibilities of the Selective Routing Service Provider**

- a. validating the 9-1-1 Entities service area map(s) boundaries to delineate ESZs for call routing criteria, forming and implementing data management processes for jurisdictional routing changes; providing connectivity to the Selective Router for Company, and its ESGW provider(s), to provision E9-1-1 as needed;
- b. routing calls based on the draft NENA I2 standard, the final adopted NENA I2 standard, or other industry and technical standards that provide reasonable functional equivalence; and
- c. trouble shooting issues with Company, and its ESGW and VPC vendors, and 9-1-1 Entities as needed.

**IV. Responsibilities of the of the ALI Host Service Provider**

- a. trouble shooting issues with Company, and its ESGW and VPC vendors, and 9-1-1 Entities as needed;
- b. providing ALI connectivity to Company, and its VPCs, to provision E9-1-1 as needed;
- c. providing MSAGs, daily updates, and direct real-time access, if available, to Company, and its VPCs, as needed; and
- d. trouble shooting issues with Company, and its ESGW and VPC vendors, and 9-1-1 Entity as needed.



**ATTACHMENT NO. 5**

**9-1-1 FEES TO BE BILLED BY COMPANY**

**FEE AMOUNTS:**

The 911 Emergency Service Fee shall be charged pursuant to applicable laws and regulations of the City, as the same may be amended or superseded, and the fee is:

Residential: \$0.62 per line

Business:

Line: \$1.52 per line

Trunk: \$2.40 per trunk line

**REMITTANCE TO 9-1-1 ENTITY:**

Payable to: Town of Addison, Texas

Send to: Director, Financial & Strategic Services  
Town of Addison  
P.O. Box 9010  
Addison, Texas 75001-9010

Attachment No. 6

**ADDISON PUBLIC SAFETY COMMUNICATIONS  
9-1-1 SERVICE FEE TRANSMITTAL FORM  
Collections for the month of \_\_\_\_\_**

Company Name, contact person, telephone number, email and Address

AT&T Corp  
Janet Incao , 1 AT&T Way, Bedminster, NJ 07921 908 234 8388 jmincao@att.com

If entity other than Company collects and remits 9-1-1 Fee, provide name of entity, contact person, address, telephone number and email of Company's Agent that collects and remits 9-1-1 Fee \_\_\_\_\_

Access Line Count:	In Addison
Residence	_____
Business	_____
Trunks	_____
Total	_____

Fee Transmittal:  
Total Amount Collected \_\_\_\_\_  
Less 1% Administrative fee \_\_\_\_\_  
Net fees transmitted \_\_\_\_\_

**SWORN CERTIFICATION**

On oath, the undersigned certifies that the information on this transmittal form and attachments, if any, are, to the best of the undersigned's knowledge and belief, true, correct and complete in every respect. Furthermore, the undersigned understands that this information is subject to audit at the order of the 9-1-1 Entity, as and to the extent provided for in Chapter 772, as amended, of the Texas Health and safety Code.

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (printed or typed)

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Title (printed or typed)

**Mail with remittance check to:  
REMITTANCE TO 9-1-1 ENTITY:**

Payable to: Town of Addison, Texas  
  
Send to: Director, Financial & Strategic Services  
Town of Addison  
P.O. Box 9010  
Addison, Texas 75001-9010



## **Attachment No. 7**

### **9-1-1 Entity Default Routing Designation**

Unless otherwise stated in the below form, 9-1-1 Entity's (also referred to and included in "9-1-1 Entities" in this Attachment) or in an Amended Attachment No. 7, the 9-1-1 Entity has determined that for the present, Company, or its Emergency Services Gateway (ESGW) entity, is required to have a minimum of two trunks to each selective router within Company's designated service area (see Company Service Plan--Attachment No. 2).

For each selective router, the 9-1-1 Entities have designated a single 9-1-1 Authority (which will either be a 9-1-1 Entity, an Emergency Communications District, or a Home Rule City) as the recommended entity authorized to approve Company's, or its ESGW entity's, request for trunks. The designated 9-1-1 Authority for each selective router can be found in the ESGW Service Plan (Attachment 2 to the ESGW Agreement). The designated 9-1-1 Authority will identify on the Selective Router Provider's trunk ordering form (e.g., AT&T's Exhibit 1s) the Default PSAP and ESN to be used in the event that a 9-1-1 call can be routed to the correct selective router, but not to the correct PSAP. In the event the Registered Location of the 9-1-1 call has been Geo-coded, but cannot be delivered to the correct selective router, the 9-1-1 call will be completed using the correct PSAP's 10-Digit Public Switched Network Emergency Number (also know as the Contingency Routing Number under the NENA i2 standard). The 10-Digit number for each of the 9-1-1 Entities' PSAPs can be obtained directly from each 9-1-1 Entity or found on CSEC's website ([www.csec.state.tx.us](http://www.csec.state.tx.us)). Additional information on the 9-1-1 Entities' PSAPs can be found on the FCC's PSAP Registry (<http://www.fcc.gov/911/enhanced/reports/psapregistry.html>).

In the event the routing information for a 9-1-1 dialed call does not contain at least the caller's Geo-coded Registered Location and cannot be routed to the correct 9-1-1 tandem or PSAP, the call should be routed by Company or its ESGW entity to a call center, where the customer's location should be determined and the call then routed to the appropriate PSAP using the PSAP's 10-Digit number

Detailed Default Routing Form:

9-1-1 Entity to provide information for each selective router within its service area that is within Company's designated service area as identified in Attachment No. 2.

**Rate Center**

**PSAP(s) included**

**Default PSAP:**

A. ANI/ALI Failure:

1. PSAP Name:

2. PSAP ESN #:

B. Company 9-1-1 Trunk Group Failure:

1. PSAP Name:

2. 10-Digit Public Switched Network Emergency # for PSAP access:

C. Emergency Calls to an Operator:(0-):

1. PSAP Name:

2. 10-Digit Public Switched Network Emergency # for PSAP access:



**Attachment No. 8a**

**Company's Escalation & Contact List**

Company Provided Information:

	<b>Contact 1</b>	<b>Contact 2</b>
<b>Database</b>	<p style="text-align: center;"><b>Dynamic ALI (ONLY)</b>  <b>Mary Sharp</b>  <b>Intrado</b>  <b>720-494-6256</b>  <b>msharp@intrado.com</b></p>	
<b>Network Operations</b>	<p style="text-align: center;"><u><b>AT&amp;T</b></u>  <u><b>24hr Network Management Center (NMC)</b></u>  <b>Trouble Reporting Number</b>  <b>888 249 4980</b></p>	
<b>Location General Manager</b>		
<b>9-1-1 Entity Coordination</b>	<p><b>Carol Criscuolo</b>  <b>911 Negotiations Manager</b>  <b>718-931-0999</b>  <u><b>ccriscuolo@att.com</b></u></p> <p><b>Thom Selleck</b>  <b>911 Negotiations Manager</b>  <b>516 777 3899</b>  <u><b>sselectj@att.com</b></u></p>	<p><b>AT&amp;T</b>  <b>Richard Kaplan</b>  <b>Group Manager – Net Engrg</b>  <b>908-234-3065</b>  <b>rskaplan@att.com</b></p>

**ATTACHMENT NO. 8(B)**

**9-1-1 ENTITY ESCALATION & CONTACT LIST**

Database & Billing

Town of Addison  
Financial & Strategic Services/Collections  
(972) 450-7051

PSAP Operations

Janet Cowart  
Communications Supervisor  
Town of Addison Police Department  
(972) 450-7159

9-1-1 Entity Management

Joni Ramsey  
Manager, Public Safety Communications  
Town of Addison Police Department  
(972) 450-7122



## Council Agenda Item: #R5

### SUMMARY:

This item is to request Council's approval of a contract with Mercury Communication Services, Inc. for the upgrade of the existing phone system. A copy of the contract is attached.

### FINANCIAL IMPACT:

Total cost of the system:	\$210,303.25
Budgeted amount:	\$250,000

### BACKGROUND:

Our existing phone system is an antiquated system that is no longer being supported and maintained by NEC and as with any telecommunication or computer equipment there comes a time when it needs to be upgraded to meet the supported technical specifications of the manufacturer.

This proposed upgrade will include upgrading/replacing the NEC equipments at every site including Town Hall, Finance, Police, Fire, Athletic Club, Fire Station 2, and Conference and Theater centre. This upgrade will also over-haul the "main host phone system" at the Service Center with full level of redundancy at the CPU, power supplies on each shelf and the main switch matrix cards. AVST Voice Mail system and all the existing phone instruments also will be replaced.

This hybrid system has a **dual T1 and Fiber connectivity module** which guarantees the scalability of the transmission line and the integration of Voice/IP Technology further down the road (**phase II**)...

Mercury is an authorized dealer for NEC business telephones and advanced applications, AVST voice mail and unified messaging, Southwestern Bell, XO and Sprint. Since its inception, Mercury has been the proud recipient of many prestigious awards such as: NEC's Top Producer in Texas, as well as in the top 10% in the United States, Southwestern Bell's Agent of the Year, Sprint's President Club, and an AVST Platinum Dealer. Mercury Communication Services has serviced the Town's telephone and voice mail systems over the last ten years and has always viewed the Town of Addison as one of their premier customers.

We recommend declaring Mercury as a sole source based on total cost of implementation, their level of expertise, longevity, quality of support, and **more importantly** their dedication and loyalty to their customers. Addison has been receiving unprecedented attention during the past 10 years in spite of not having an annual maintenance agreement in place...

### RECOMMENDATION:

Staff recommends that the Council authorize the City Manager to enter into a contract with Mercury Communication Services, Inc. for the upgrade, and installation of the phone system in the amount of \$210,303.25 subject to the City Attorney's final approval.



## Mercury Investment Protection Plan Warranty Terms and Conditions

Mercury Communication Services, Inc. shall repair or replace all registered hardware components and eligible station terminals found to be defective. System components and phones, which are replaced, shall become Mercury Communication Services property. All replacement components shall be warranted for the remaining term of the Investment Protection Plan term. Mercury Communication Services may replace a defective component with a component from its inventory, provided such component is new. Defective components not purchased from or upon the recommendation of Mercury Communication Services will not be repaired or replaced. Customer will be responsible for the \$50.00 deductible per occurrence.

### *Exclusions from Warranty:*

The following are not included under the Investment Protection Plan agreement.

1. Repair or replacement of components, which, in Mercury Communication Services' reasonable opinion and after consultation with Purchaser, is required due to misuse, abuse, improper installation or application, improper maintenance or repair, alteration, accident or negligence in use, improper temperature, humidity or other environmental condition (i.e., lightning, water, shock damage), improper storage, transport or handling or failure of components or supplies not furnished by Mercury Communication Services, Inc., provided that the same is not due to, in whole or in part, any act or omission of Mercury Communication Services, Inc., or Mercury's officers, employees, agents, representatives, contractors, subcontractors, or any other person or entity for whom Mercury is responsible or liable (together, "Mercury Persons"), in which event such repair or replacement shall be included under the Investment Protection Plan agreement.
2. Repair or replacement of components that is required due to unauthorized attempts by persons not authorized by Mercury Communication Services to provide service to repair, maintain, or modify the hardware components covered by this Agreement.
3. Repair or replacement of components, which are not part of the original system installed by Mercury Communication Services, Inc. and have not been registered with Mercury Communication Services as covered by the Investment Protection Plan.
4. Repair or replacement of components which, when installed, were neither new nor reconditioned in accordance with Mercury Communication Services procedures and specifications, unless installed by Mercury or any Mercury Persons.
5. Software failure, batteries, headsets, printers, and analog cordless telephones.
6. Investment Protection Plan (Warranty) coverage will be available on added or substitute components upon payment to Mercury Communication Services, Inc. of the applicable fee, if such added or substitute components are not covered by the Investment Protection Plan; otherwise, all added or substitute components shall be warranted for the remaining term of the Investment Protection Plan term.
7. Mercury Communication Services labor and materials that are required in the servicing of system equipment, cabling, or any other non-equipment repair, service, or replacement of components that are not covered under the Investment Protection Plan as set forth in this Exclusions from Warranty.

### *Transfer and Assignment*

This Investment Protection Plan is not transferable and may be enforced only by the original purchaser, except with the written consent of Mercury Communication Services, Inc. and upon payment of any applicable transfer fee (\$100.00) and execution of required documentation confirming the terms of such assignment.





## TERMS AND CONDITIONS

### **CUSTOMER RESPONSIBILITIES**

Purchaser is responsible for each and all of the following:

1. The completion of all building, electrical conduit and cabling work to the location of the installation main telephone equipment room prior to the date of delivery of the Equipment to the Installation Address; and
2. the installation of telephone wires and any conduit through which telephone wires are to be installed, and any special wiring, cabinets and backboards required under the appropriate building, electrical or other codes or regulations in the demised premises including the main telephone equipment room; and
3. the installation of electrical outlets with the proper voltage for operation of the Equipment; and
4. providing the appropriate clean, air-conditioned environment necessary for the continuous operation of the Equipment; and
5. the ordering and installation of all telephone lines, circuits, cables, fiber connectors or other media providing the aligned services necessary to operate the Equipment in the manner for which it is intended, including laying, running, digging, cutting, patching, trenching and repairs necessary to bring the aligned services to the main telephone equipment room, ready for installation connection to the Equipment and circuit confirmation.

### **MERCURY RESPONSIBILITIES**

Mercury's obligations under this Contract are as follows:

1. Installation in a prompt and expeditious manner of the Equipment itemized and purchased in the Description section under the terms and conditions of this Agreement; all Equipment and all other parts or materials shall be new; and
2. Mercury will assist Purchaser, to the best of its ability, in obtaining trunk lines, and the timely delivery and installation of the Equipment, but Mercury shall be excused from any delay in the installation of the Equipment or trunk lines arising out of causes beyond its reasonable control; and
3. Mercury will establish projected delivery and cutover dates, but all dates established shall be considered approximate, and under no circumstance shall Mercury be liable for damages, special, consequential, or otherwise, resulting from delay or failure to give notice of delay, except to the extent that such damages are caused by or result from Mercury's negligence, gross negligence, or willful misconduct; and
4. Mercury shall only be responsible for pulling cable or extracting cable at the installation site if such work is specifically delineated as being within the scope of work to be done in the Description section of this Agreement; and
5. Mercury shall not be held responsible for damages resulting from the attempted or completed installation of "J" hooks or other similar fasteners in walls, ceilings, partitions, rafters, floors, and roofs, when such "J" hooks or other similar fasteners are necessary to the installation and operation of the Equipment, except to the extent that such damages are caused by or result from Mercury's negligence, gross negligence, or willful misconduct.
6. Mercury will retain risk of loss and damage for all Equipment while the same is in its possession or control and during any periods of delivery (whether initially or upon the return to Mercury of any Equipment) and installation.
7. Mercury is responsible for any injury, damage, or destruction caused by or resulting from any act or omission of Mercury or of Mercury's officers, employees, agents, representatives, contractors, subcontractors, or any other person or entity for whom Mercury is responsible or liable (together, "Mercury Persons").
8. Mercury shall procure at its own expense and maintain at all times while Mercury is performing services under this Contract at the Purchaser's facilities, (a) a commercial general liability insurance policy with minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include contractual liability for obligations assumed under this Contract, blanket contractual liability, products and completed operations (\$1,000,000 products/ completed operations aggregate) and owner's and contractor's protective insurance (coverage for products/completed operations must be maintained for at least two (2) years after the termination of this Contract); such coverage must be amended to provide for an each-project aggregate limit of insurance (an alternative would be to have separate limits for all lines of general liability coverage for each project), (b) comprehensive automobile liability insurance policy at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned and hired automobile coverage, (c) technology errors and omissions insurance (which must not contain an exclusion for personal injury or property damage) for electronic data processing consultants at minimum limits of \$1,000,000 (and such insurance must be maintained for at least two (2) years after the termination of this Contract; if such coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of this Contract (or earlier) must be maintained during the full term of this Contract), and (d) Workers Compensation insurance at statutory (Texas) limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate. Liability coverage shall be provided on an "occurrence" basis. "Claims made" coverage will not be acceptable.

With reference to the foregoing insurance requirements, Mercury shall specifically endorse applicable insurance policies as follows: (i) the Town of Addison, Texas shall be named as an additional insured with respect to general liability and automobile liability; (ii) all liability policies shall contain no cross liability exclusions or insured versus insured restrictions; (iii) a waiver of subrogation in favor of the Town of Addison, Texas shall be contained in the workers compensation and all liability policies; (iv) all insurance policies shall be endorsed to require the insurer to provide at least thirty (30) days notice to the Town of Addison of any material change in the insurance coverage; (v) all insurance policies shall be endorsed to the effect that the Town of Addison will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance (vi) all insurance policies, which name The Town of Addison as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance; (vii) required limits may be satisfied by any combination of primary and umbrella liability insurances; (viii) Mercury may maintain reasonable and customary deductibles, subject to approval by the Town of Addison; (ix) insurance must be purchased from insurers that are financially acceptable to the Town of Addison.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, provided to the Purchaser, and shall contain provisions representing and warranting the following: (i) sets forth all endorsements and insurance coverages according to requirements and instructions contained herein; (ii) shall specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison; and (iii) upon request, Mercury shall furnish the Town of Addison with certified copies of all insurance policies.

9. MERCURY AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS, ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES (TOGETHER, "INDEMNIFIED PERSONS") FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CLAIMS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES AND COSTS (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES OF ANY NATURE WHATSOEVER (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH (A) MERCURY'S PERFORMANCE OF THIS CONTRACT, (B) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF MERCURY'S OBLIGATIONS UNDER THIS CONTRACT, AND (C) WITHOUT LIMITING ANY OF THE FOREGOING, ANY ACT OR OMISSION OF MERCURY OR OF ANY MERCURY PERSONS UNDER, RELATED TO, OR IN CONNECTION WITH, THIS CONTRACT, INCLUDING DAMAGES CAUSED BY THE NEGLIGENCE OF ANY OF THE INDEMNIFIED PERSONS, EXCEPT AS SPECIFICALLY LIMITED HEREIN.

WITH RESPECT TO MERCURY'S DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATIONS SET FORTH HEREIN, MERCURY SHALL HAVE NO DUTY TO INDEMNIFY ANY OF THE INDEMNIFIED PERSONS FOR ANY DAMAGES CAUSED BY THE SOLE NEGLIGENCE OF THE INDEMNIFIED PERSONS. FURTHER, IF AN INDEMNIFIED PERSON SUFFERS DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS CONTRACT THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF MERCURY AND PURCHASER, MERCURY'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL DAMAGES EQUIVALENT TO MERCURY'S OWN PERCENTAGE OF RESPONSIBILITY.

With respect to Mercury's duty to defend set forth herein in subsection, Mercury shall have the duty, at its sole cost and expense, through counsel of its choice (subject to Purchaser's reasonable consent), to litigate, defend, settle or otherwise attempt to resolve any claim, lawsuit, cause of action, or judgment arising out of or in connection with this Contract. In the event that Mercury fails or refuses to provide a defense to any claim, lawsuit, judgment, or cause of action arising out of or in connection with this Contract, Purchaser (and any of the Indemnified Persons, as the case may be) shall have the right to undertake the defense, compromise, or settlement of any such claim, lawsuit, judgment, or cause of action, through counsel of its own choice, on behalf of and for the account of, and at the risk of Mercury,



and Mercury shall be obligated to pay the reasonable and necessary costs, expenses and attorneys' fees incurred by the Town (and any of the Indemnified Persons, as the case may be) in connection with handling the prosecution or defense and any appeal(s) related to such claim, lawsuit, judgment, or cause of action.

The terms and provisions of the defense and indemnity set forth in this Contract shall survive the expiration or termination of this Contract.

#### **DELIVERY AND CUTOVER DATES**

"Cutover Date" is the date on which Purchaser is notified in writing by Mercury (the "Initial Substantial Performance Notice") that the Equipment is installed and substantially performs the function for which it is intended. If the Equipment does not substantially perform to Purchaser's satisfaction as of the Cutover Date, Mercury will correct the deficiencies, and the Cutover Date shall be extended to the date on which the Equipment substantially performs to Purchaser's satisfaction; provided, however, that if after ten (10) calendar days (unless further extended by Purchaser) following the date of the Initial Substantial Performance Notice, the Equipment still has not met all of the specifications and the terms and conditions of this Contract to Purchaser's satisfaction, Purchaser may elect to exercise any of its remedies. Minor performance conditions, unavailability of certain features, or failures, which do not materially affect or impede the basic function of the entire system do not affect the Cutover Date. The Cutover Date is not affected by the failure of the system to operate due to the unavailability of electrical power or trunk lines from the serving utility companies or by Purchaser's failure to meet any of its responsibilities or perform any of its obligations prior to Equipment installation.

No use of the Equipment by Purchaser prior to the final acceptance date of the Equipment by the Purchaser shall constitute an acceptance of the Equipment, any component thereof, or any of Mercury's services.

#### **TERMINATION**

(A) **Termination for Cause.** Either party may terminate this Contract for the other party's failure to meet any material obligation hereunder if the defaulting party has failed to take corrective action within seven (7) days (or such longer period as the parties may agree) of its receipt of written notification of a failure, which corrective action has a substantial likelihood of effecting a cure of the failure within a reasonable period thereafter. If Purchaser terminates the Agreement for an uncured failure by Mercury, Purchaser will pay Mercury for any Equipment that Purchaser elects to accept. Purchaser will return to Mercury any Equipment that it does not elect to accept and pay for. Mercury will pay to Purchaser the actual damages that are caused by Mercury's failure.

(B) **Termination for Convenience.** Purchaser, by written notice, may terminate this Contract, in whole or in part. Upon receipt of the termination notice, Mercury will stop work as specified in the notice in an orderly and expeditious manner, place no further subcontracts or orders in connection with this Contract (except as necessary to complete the continuing portion of the Contract, if any), terminate all subcontracts to the extent they relate to terminated work and, with the approval of Purchaser, settle all outstanding liabilities arising thereunder, deliver to Purchaser all Equipment in progress (including all applicable interests in and rights thereto), completed work, supplies, and services produced or acquired for the work terminated, and complete performance of any work not terminated. Purchaser will pay Mercury for all Equipment delivered and installed and for Mercury's services provided through the effective date of termination.

(C) **Failure of Equipment to Work Properly.** In the event the Equipment or any portion thereof does not conform to applicable Equipment specifications and does not work to Purchaser's satisfaction, Purchaser may, in its sole discretion and in addition to any other remedy hereunder, elect any of the following remedies: (i) require continued refinement and retesting of the Equipment; (ii) accept the Equipment with an equitable price adjustment for the non-conforming part of the Equipment; or (iii) return the Equipment, in whole or in part, and receive from Mercury a repayment of any funds paid to Mercury by Purchaser under this Contract and any damages resulting from the failure of the Equipment to work properly (and Mercury shall remove the Equipment and reinstall the existing equipment).

#### **ASSIGNMENT**

Neither Mercury nor Purchaser shall assign, transfer, or otherwise convey, or subcontract, this Contract or any of their respective rights, obligations, duties, and responsibilities contained herein, without the prior written consent of the other party, and any such assignment, transfer, conveyance, or subcontract without the other party's prior written consent shall be considered null and void.

#### **MISCELLANEOUS**

In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such illegal, invalid or unenforceable provision had never been contained therein.

This Contract shall be governed by and construed in accordance with the laws of the State of Texas (without reference to its conflict of law provisions) and is fully performable in Dallas County, Texas. The parties agree that the exclusive venue of any action to construe, enforce or interpret this Contract shall be in Dallas County, Texas.

This Contract contains the entire agreement of the parties hereto with respect to the sale of equipment and no modifications, additions or amendments hereto shall be valid unless in writing and signed by Mercury and the Purchaser.

Mercury shall, during the entire term of the Contract, be construed to be an independent contractor and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture or joint enterprise relationship, or to allow the Purchaser to exercise discretion or control over the professional manner in which Mercury performs the services which are the subject matter of the Contract; provided always however that the services to be provided by Mercury shall be provided in a manner consistent with all applicable standards and regulations governing such services. In no event shall the Purchaser have control over, charge of, or responsibility for construction means, methods, techniques, sequences, or procedures for safety precautions and programs in connection with the work of Mercury hereunder, notwithstanding any of the rights and authority of the Purchaser set forth in this Contract.

#### **WARRANTY AND MAINTENANCE PROGRAM**

**Limited Warranty-First Year.** Subject to the provisions of this section, Mercury warrants ("Limited Warranty") that the Equipment will be free from defects in material and workmanship and will conform to applicable Equipment specifications for a period of one (1) year (the "Original Warranty Period") from the Cutover Date.

**Mercury Investment Protection Plan.** Subject to the provisions of this section and the terms and conditions of the Mercury Investment Protection Plan, Mercury and Mercury Protection, Inc. ("Protection") warrant that the Equipment will be free from defects in material and workmanship and will conform to applicable equipment specifications for a period of four (4) years ("Extended Warranty Period") from the expiration of the Original Warranty Period. These Terms and Conditions shall apply to such Mercury Investment Protection Plan, and are hereby incorporated therein and made a part thereof. If the Mercury Investment Protection Plan is terminated early for any reason, Mercury shall promptly refund to Purchaser a ratable share of any fees paid or payments made by Purchaser for the same applicable to the year of termination (which share shall be determined by multiplying the amount of such payments or fees by a fraction, the numerator of which is the number of months remaining in the year (including the month of termination) on the date of termination and the denominator of which is 12).

**Mercury Maintenance Protection Plan.** If purchased, and subject to the provisions of this section and the terms and conditions of the Mercury Maintenance Protection Plan Agreement attached hereto, Mercury and Protection will provide a total maintenance program for the Equipment during the Extended Warranty Period. These Terms and Conditions shall apply to such Mercury Maintenance Protection Plan, and are hereby incorporated therein and made a part thereof. If the Mercury Maintenance Protection Plan is terminated early for any reason, Mercury shall promptly refund to Purchaser a ratable share of any fees paid or payments made by Purchaser for the same applicable to the year of termination (which share shall be determined by multiplying the amount of such payments or fees by a fraction, the numerator of which is the number of months remaining in the year (including the month of termination) on the date of termination and the denominator of which is 12).

**Other Warranty.** Mercury warrants that its services and work will be provided in a professional, good and workmanlike manner, consistent with the commercially accepted best practices and standards that are in use in Mercury's line of business as of the time such services and work are provided. Mercury covenants that its services and work shall meet the Purchaser's standard work rules, security regulations or similar requirements if Mercury is informed of same. Mercury warrants and represents that it has the skills, qualifications, expertise, experience and financial capability necessary to perform the services described in connection with this Contract in an efficient and cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for other governmental entities.



Mercury represents and warrants that it has clear title to and the right to sell (or will have clear title to and the right to sell prior to and at the time of the sale of the items to the Purchaser) the Equipment and any other items to be delivered by Mercury hereunder.

In connection with this Contract and prior to the Final Acceptance Date, Mercury shall, with respect to the Equipment assign to the Purchaser all benefits of the manufacturer's warranty on such Equipment, or any other guarantee which may apply to any such Equipment, if Mercury has such benefits, warranty or guarantee. Any third party warranties shall begin on the final acceptance date. In addition, Mercury represents that: (i) any third party products shall be of satisfactory quality and fit for any purpose held out by Mercury and its subcontractors; (ii) such third party products shall comply in every material respect with any specifications, drawings, samples or description provided by Mercury, and its subcontractors; and (iii) such third party products shall comply with all statutory requirements and regulations and all codes of conduct relating to the sale of such products.

Mercury warrants that all work performed under this Contract shall be free and clear of liens, claims, security interests or encumbrances in favor of Mercury, its subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to this Contract. MERCURY SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS, ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (TOGETHER, THE "INDEMNIFIED PERSONS") FROM AND AGAINST ANY AND ALL ACTIONS, LAWSUITS, OR PROCEEDINGS BROUGHT AGAINST THE INDEMNIFIED PERSONS (OR ANY OF THEM) AS A RESULT OF ANY LIEN FILED AGAINST THE WORK HEREUNDER, THE SITE OF ANY SUCH WORK, OR ANY OTHER PROPERTY OF THE PURCHASER OR ANY THIRD PARTY, AND AGREES TO PAY ANY JUDGMENT OR LIEN RESULTING FROM ANY SUCH ACTIONS, LAWSUITS, OR PROCEEDINGS. Mercury shall, in connection with its work hereunder, keep the premises, improvements, and property (whether real or personal) of the Purchaser and any third party free and clear of all liens.

Prior to execution of this Contract, Mercury evaluated and satisfied itself as to the conditions and limitations under which their work is to be performed, including, without limitation, the location, condition, layout and nature of the site and surrounding areas. Purchaser assumes no responsibility or liability for the physical condition or safety of any site or any improvements located on any site. Mercury shall be solely responsible for providing a safe place for the performance of its work.

Mercury represents and warrants that it is and shall be during all time of this Contract duly organized, validly existing, and authorized to do business and in good standing in all applicable governmental jurisdictions (including, without limitation, the State of Texas) in which the failure to so qualify would have a materially adverse effect on Mercury's ability to perform its obligations hereunder.

**Limitations.** If any defects covered by the Limited Warranty or Mercury Investment Protection Plan appear within any warranty period, Mercury shall have the option of repairing or replacing (with new Equipment) the Equipment at its sole expense. Such repair or replacement shall be Purchaser's exclusive remedy for breach of warranty, and such repair or replacement shall be to Purchaser's satisfaction. The Limited Warranty, Mercury Investment Protection Plan and Mercury Maintenance Protection Plan program do not extend to any Equipment which has been (a) misused, neglected, abused or involved in or subjected to an accident (except for misuse, neglect, abuse or accident resulting from any act or omission of Mercury or any Mercury Persons), (b) modified, rewired, repaired, altered, reworked or redesigned by anyone other than Mercury without its prior written approval, (c) installed by someone other than Mercury, its affiliates, or any Mercury Persons, or (d) used in violation of instructions furnished by Mercury (except for such use by Mercury, its affiliates, or any Mercury Persons).

Equipment must be installed by Mercury and operated within an environment meeting or exceeding minimum operational environmental conditions as defined by equipment manufacturers documentation.

PURCHASER AGREES THAT ITS EXCLUSIVE REMEDIES AND MERCURY'S ENTIRE LIABILITY WITH RESPECT TO THE EQUIPMENT IS AS SET FORTH IN THIS CONTRACT. MERCURY SHALL NOT BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS DAMAGES (INCLUDING LOST PROFITS OR LOST SAVINGS) OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM PURCHASER'S IMPROPER USE OF THE EQUIPMENT.

THE LIMITED WARRANTY, MERCURY INVESTMENT PROTECTION PLAN, MERCURY MAINTENANCE PROTECTION PLAN PROGRAM, AND OTHER WARRANTIES SET FORTH HEREIN SHALL BE IN LIEU OF AND TO THE EXCLUSION OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.

**ADDITIONAL PROVISIONS:**

This Agreement and all of its terms and provisions are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

The undersigned officers and/or agents of the Parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of each of the respective Parties.

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent first class mail or by hand-delivery to: (i) to Purchaser: Town of Addison, Texas, 5300 Belt Line Road, Dallas, Texas 75254, Attn: City Manager; (ii) To Mercury: \_\_\_\_\_ . For purposes of this Contract, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally or sent via telecopy or facsimile transmission with written confirmation of receipt; forty-eight (48) hours after deposit if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier. From time to time either party may designate another address within the 48 contiguous states of the United States of America for all purposes of this Agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

This Contract is not binding until accepted by Mercury Communication Services, Inc. and signed by its corporate officer.

MERCURY COMMUNICATION SERVICES, INC.

PURCHASER: -

By: Gregory F. Osler

By: \_\_\_\_\_

Its: President

Its: \_\_\_\_\_

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

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

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

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



## TERMS AND CONDITIONS

The Mercury Maintenance Protection Plan ("MMPP") covers all telephone system repairs including replacement parts and labor, and travel in the event of a hardware failure of a component. MMPP covers additional training as long as the system is covered. MMPP provides full service four (4) hour response to emergencies. An emergency is defined as a major failure where the Equipment or any portion thereof cannot make or receive calls. Customer specifically agrees that service calls made by Mercury Communication Services, Inc. upon the customer's request after 5:00 p.m. or before 8:00 a.m. weekdays or on Saturday, Sunday or holidays that is not an emergency as mentioned previously herein, will be invoiced to the customer at the then applicable rate per hour with a minimum of four (4) hours charge per visit by technician. In all other circumstances, response will be within twenty-four (24) hours of notification and may be billed as a service call if no covered repair is required. This maintenance agreement does not apply to installation of additional equipment (except as may be necessary to make a covered repair), moving previously installed equipment (except as may be necessary to make a covered repair), or customer requested changes in Equipment configuration.

The maintenance plan will not provide for: (1) repair, replacement, modification, alteration or additions to the Equipment by any person other than an authorized representative of Mercury Communication Services, Inc. ("Mercury") or as otherwise directed or authorized by Mercury (if such action occurs, Mercury may terminate this agreement); (2) repair or replacement required where damage to covered equipment or components is due to any Act of God, insufficient heating/ventilation/air conditioning, lightning, power surges, vandalism, fire, water, or other peril, misuse, abuse, or negligence of the customer or any agent or employee thereof; or (3) replacement of batteries, and service to headsets, printers, and cordless telephones; and (4) for service when account is in default (unless there is a dispute regarding the same).

This maintenance plan shall be void as to equipment damage caused by any move, relocation, modification, repair, or alteration of the Equipment not authorized by Mercury. The liability of Mercury is only as herein set forth and as set forth in any other provisions or other terms and conditions made a part hereof or incorporated herein by reference.

### **MMPP adds the following coverage:**

1. \$50.00 deductible waived.
2. No charge for:
  - a. Any non-Investment Protection Plan service or repair;
  - b. Service Order Charges;
  - c. Administrative fees;
  - d. Wiring and cabling problem service;
  - e. No-Trouble-Found visits;
  - f. Assist in reporting telephone provider problems;
  - g. Additional customer training;
  - h. Coordinating with long distance companies;
  - i. The replacement of defective base cords and handset cords;
  - j. Free consultation and re-design;
  - k. Free remote programming;
  - l. Etiquette training;
  - m. Guaranteed emergency response times;
  - n. Price protection guarantee on current parts in current production;
  - o. Guarantee that maintenance prices will not increase over three-year coverage.

### **Items Not Covered:**

1. Adds, moves and changes in equipment configuration.
2. Abuse, neglect, misuse of equipment (except as may be caused by an act or omission of Mercury, its officers, employees, agents, representatives, contractors, subcontractors, or other person or entity for whom Mercury is responsible or liable (together, "Mercury Persons").
3. Equipment involved in a fire, accident or other casualty (except as may be caused by an act or omission of Mercury or any Mercury Persons).
4. Equipment that has been re-wired, altered, re-worked or re-designed by anyone other than Mercury or any Mercury Persons without its prior written approval.
5. Equipment installed by someone other than Mercury, its affiliates, or any Mercury Persons.



6. Equipment used in violation of instructions furnished by Mercury, except as so used by Mercury, its affiliates, or any Mercury Persons.

**SCHEDULE A**

**TOWN OF ADDISON - SERVICE CENTER WITH CCIS AND IP TRUNKING  
DATED 10-2-2006**

<b>NEC NEAX 2400IPX</b>	<b>QUANTITY</b>	<b>PRICE</b>	<b>TOTAL</b>
PZ-GT25	1	\$ 826.27	\$ 826.27
FLASH-ATA-320M	1	\$ 826.27	\$ 826.27
PZ-DK222 (KEY)	1	\$ 272.23	\$ 272.23
PH-PC36	1	\$ 797.54	\$ 797.54
FRONT COVER	1	\$ 141.59	\$ 141.59
SPH-SW10	1	\$ 1,497.28	\$ 1,497.28
SR1276 IPX CAU-B	1	\$ 204.52	\$ 204.52
SR1276 IPX CAU-F	1	\$ 292.07	\$ 292.07
IPX 2 PORTS CA-A	2	\$ 59.85	\$ 119.70
34PH EXCLK CA-B	1	\$ 97.81	\$ 97.81
IPX EXALM-CA-A	1	\$ 179.89	\$ 179.89
MT24 TSW CA-90	1	\$ 112.18	\$ 112.18
NEAX 2400 IPX DOCUMENTATION CD	1	\$ 194.94	\$ 194.94
SP-3001 16 LCBH (CHIP KIT)	1	\$ 164.16	\$ 164.16
CHIP KIT SP-3029 (24PRTBA)	3	\$ 54.72	\$ 164.16
CHIP KIT SW-200 (24CCT)	3	\$ 54.72	\$ 164.16
CHIP KIT SP-3125 (16ELCH)	2	\$ 41.04	\$ 82.08
CD 50-101 UNIV 2400 GENERIC CONFIG	1	\$ 6,804.43	\$ 6,804.43
NEAX 2400 2 PIM CONFIG OPTION	1	\$ 2,735.32	\$ 2,735.32
UNIV2400 CCIS/FCCS NETWORKING LICENSE	1	\$ 3,939.32	\$ 3,939.32
UNIV2400 ISDN/SIG NETWORKING LICENSE	1	\$ 3,939.32	\$ 3,939.32
UNIV2400 P2P CCIS (1CH) LICENSE	64	\$10,368.51	\$ 10,368.51
NETWORKING CONFIG	1	\$ 4,860.50	\$ 4,860.50
MPX/IMX SOFT UPGRADE FEE	1	\$ 1,641.60	\$ 1,641.60
IMG0 UNIV UPG KIT-A	1	\$ 6,318.11	\$ 6,318.11
SN1734 CPRRS-A	1	\$ 6,804.43	\$ 6,804.43
FRONT COVER	3	\$ 58.36	\$ 175.10
SP-785 16LCBE CHIP KIT	2	\$ 13.68	\$ 27.36
SPA-32IPPADB	2	\$ 9,454.37	\$ 9,454.37
PX-PC01 WITH CUSTOMIZING	1	\$ 1,313.30	\$ 1,313.31
NEC IPX MAT	1	\$ 215.60	\$ 215.60

TOTAL LABOR & MISCELLANEOUS MATERIALS: \$ 3,640.00

SOFTWARE UPGRADE CREDITS FROM NEC \$ (18,062.00)

**TOTAL INSTALLED COST OF SYSTEM: \$ 50,312.13**

IF OVERTIME HOURS ARE REQUESTED ADD AN ADDITIONAL \$2,320

**ALL CONNECTIVITY FROM PHONE SYSTEM TO CUSTOMER PRIVATE NETWORK AND ANY ASSOCIATED EQUIPMENT IS THE SOLE RESPONSIBILITY OF THE CUSTOMER**



**SCHEDULE B**

**TOWN OF ADDISON - POLICE STATION  
WITH NEW PIMS, CCIS AND IP TRUNKING  
DATED 10-2-2006**

<b>NEC NEAX 2000 IPS</b>	<b>QUANTITY</b>	<b>PRICE</b>	<b>TOTAL</b>
Univ IPS IP 8 Seat System Package	1	\$ 4,348.26	\$ 4,348.26
IPS Univ Pimmj	3	\$ 2,484.11	\$ 2,484.11
Key Keeper (FD) - Software Key	1	\$ 1.22	\$ 1.22
CCIS Link (4) Software Key	1	\$ 528.35	\$ 528.35
CCH (AP) Chip Kit	2	\$ 219.87	\$ 219.87
PZ-24IPLA	1	\$ 3,536.75	\$ 3,536.75
NEAX 2000IPS Documentation CD	1	\$ 48.35	\$ 48.35
PN-CP15	1	\$ 3,381.91	\$ 3,381.91
IPT Card (1) Software Key	1	\$ 96.70	\$ 96.70
LT-64 Port Software	3	\$ 870.26	\$ 870.26
Power Cable A	2	\$ 77.11	\$ 77.11
MAT CA-T Cable	1	\$ 140.15	\$ 140.15
RS-NORM-4S Cable A	1	\$ 106.49	\$ 106.49
48-TW-0.7 Conn Cable	3	\$ 347.00	\$ 347.00
Internal Batteries	4	\$ 308.45	\$ 308.45
Hanger Assembly	4	\$ 96.00	\$ 96.00
TOTAL LABOR & MISCELLANEOUS MATERIALS:			\$ 3,200.00
<b>TOTAL INSTALLED COST OF SYSTEM:</b>			<b>\$ 19,790.98</b>

IF OVERTIME HOURS ARE REQUESTED ADD AN ADDITIONAL \$1,100.00

**SCHEDULE C**

**TOWN OF ADDISON - TOWN HALL  
WITH NEW PIMS, CCIS AND IP TRUNKING  
DATED 10-2-2006**

<b>NEC NEAX 2000 IPS</b>	<b>QUANTITY</b>	<b>PRICE</b>	<b>TOTAL</b>
Univ IPS IP 8 Seat System Package	1	\$ 4,348.26	\$ 4,348.26
IPS Univ Pimmj	1	\$ 828.04	\$ 828.04
Key Keeper (FD) - Software Key	1	\$ 1.22	\$ 1.22
CCIS Link (4) Software Key	1	\$ 528.35	\$ 528.35
CCH (AP) Chip Kit	1	\$ 132.09	\$ 132.09
PZ-24IPLA	1	\$ 3,536.75	\$ 3,536.75
NEAX 2000IPS Documentation CD	1	\$ 48.35	\$ 48.35
IPT Card (1) Software Key	1	\$ 96.70	\$ 96.70
LT-64 Port Software	1	\$ 290.09	\$ 290.09
Power Cable A	1	\$ 38.57	\$ 38.57
MAT CA-T Cable	1	\$ 140.15	\$ 140.15
RS-NORM-4S Cable A	1	\$ 106.49	\$ 106.49
48-TW-0.7 Conn Cable	1	\$ 115.67	\$ 115.67
Internal Batteries	2	\$ 154.22	\$ 154.22
Hanger Assembly	2	\$ 48.00	\$ 48.00
TOTAL LABOR & MISCELLANEOUS MATERIALS:			\$ 2,400.00
<b>TOTAL INSTALLED COST OF SYSTEM:</b>			<b>\$ 12,812.95</b>

IF OVERTIME HOURS ARE REQUESTED ADD AN ADDITIONAL \$910.00



SCHEDULE D

TOWN OF ADDISON - FINANCE CENTER  
WITH NEW PIMS, CCIS AND IP TRUNKING  
DATED 10-2-2006

<b>NEC NEAX 2000 IPS</b>	<b>QUANTITY</b>	<b>PRICE</b>	<b>TOTAL</b>
Univ IPS IP 8 Seat System Package	1	\$ 4,348.26	\$ 4,348.26
IPS Univ Pimmj	1	\$ 828.04	\$ 828.04
Key Keeper (FD) - Software Key	1	\$ 1.22	\$ 1.22
CCIS Link (4) Software Key	1	\$ 528.35	\$ 528.35
CCH (AP) Chip Kit	1	\$ 219.87	\$ 219.87
PZ-24IPLA	1	\$ 3,536.75	\$ 3,536.75
NEAX 2000IPS Documentation CD	1	\$ 48.35	\$ 48.35
IPT Card (1) Software Key	1	\$ 96.70	\$ 96.70
LT-64 Port Software	1	\$ 290.09	\$ 290.09
Power Cable A	1	\$ 38.56	\$ 38.56
MAT CA-T Cable	1	\$ 140.15	\$ 140.15
RS-NORM-4S Cable A	1	\$ 106.49	\$ 106.49
48-TW-0.7 Conn Cable	1	\$ 115.67	\$ 115.67
Internal Batteries	2	\$ 154.22	\$ 154.22
Hanger Assembly	2	\$ 47.74	\$ 47.74
TOTAL LABOR & MISCELLANEOUS MATERIALS:			\$ 2,400.00
TOTAL INSTALLED COST OF SYSTEM:			\$ 12,900.46

IF OVERTIME HOURS ARE REQUESTED ADD AN ADDITIONAL \$910.00

**SCHEDULE E**

**TOWN OF ADDISON - ATHLETIC CENTER  
WITH NEW PIMS, CCIS AND IP TRUNKING DATED  
DATED 10-2-2006**

<b>NEC NEAX 2000 IPS</b>	<b>QUANTITY</b>	<b>PRICE</b>	<b>TOTAL</b>
Univ IPS IP 8 Seat System Package	1	\$ 4,348.26	\$ 4,348.26
IPS Univ Pimmj	2	\$ 1,656.07	\$ 1,656.07
Key Keeper (FD) - Software Key	1	\$ 1.22	\$ 1.22
CCIS Link (4) Software Key	1	\$ 528.35	\$ 528.35
CCH (AP) Chip Kit	2	\$ 219.87	\$ 219.87
PZ-24IPLA	1	\$ 3,536.75	\$ 3,536.75
NEAX 2000IPS Documentation CD	1	\$ 48.35	\$ 48.35
IPT Card (1) Software Key	1	\$ 96.70	\$ 96.70
LT-64 Port Software	2	\$ 580.18	\$ 580.18
PN-CP15	1	\$ 3,381.91	\$ 3,381.91
Power Cable A	1	\$ 38.57	\$ 38.57
MAT CA-T Cable	1	\$ 140.15	\$ 140.15
RS-NORM-4S Cable A	1	\$ 106.49	\$ 106.49
48-TW-0.7 Conn Cable	2	\$ 231.34	\$ 231.34
Internal Batteries	3	\$ 231.34	\$ 231.34
Hanger Assembly	3	\$ 70.60	\$ 70.60
TOTAL LABOR & MISCELLANEOUS MATERIALS:			\$ 2,400.00
<b>TOTAL INSTALLED COST OF SYSTEM:</b>			<b>\$ 17,616.15</b>

IF OVERTIME HOURS ARE REQUESTED ADD AN ADDITIONAL \$910.00



**SCHEDULE F**

**TOWN OF ADDISON - CONFERENCE CENTER  
WITH NEW PIMS, CCIS AND IP TRUNKING  
DATED 10-2-2006**

<b>NEC NEAX 2000 IPS</b>	<b>QUANTITY</b>	<b>PRICE</b>	<b>TOTAL</b>
Univ IPS IP 8 Seat System Package	1	\$ 4,348.26	\$ 4,348.26
IPS Univ Pimmj	2	\$ 1,656.07	\$ 1,656.07
Key Keeper (FD) - Software Key	1	\$ 1.22	\$ 1.22
CCIS Link (4) Software Key	1	\$ 528.35	\$ 528.35
CCH (AP) Chip Kit	2	\$ 219.87	\$ 219.87
PZ-24IPLA	1	\$ 3,536.75	\$ 3,536.75
NEAX 2000IPS Documentation CD	1	\$ 48.35	\$ 48.35
IPT Card (1) Software Key	1	\$ 96.70	\$ 96.70
LT-64 Port Software	2	\$ 580.18	\$ 580.18
PN-CP15	1	\$ 3,381.91	\$ 3,381.91
Power Cable A	1	\$ 38.57	\$ 38.57
MAT CA-T Cable	1	\$ 140.15	\$ 140.15
RS-NORM-4S Cable A	1	\$ 106.49	\$ 106.49
48-TW-0.7 Conn Cable	2	\$ 231.34	\$ 231.34
Internal Batteries	3	\$ 231.34	\$ 231.34
Hanger Assembly	3	\$ 70.60	\$ 70.60
<b>TOTAL LABOR &amp; MISCELLANEOUS MATERIALS:</b>			<b>\$ 2,400.00</b>
<b>TOTAL INSTALLED COST OF SYSTEM:</b>			<b>\$ 17,616.15</b>

IF OVERTIME HOURS ARE REQUESTED ADD AN ADDITIONAL \$910.00

SCHEDULE G

TOWN OF ADDISON - REDUNANCY OPTION  
DATED 10-2-2006

REDUNANCY FOR NEC NEAX 2400 IPX	QUANTITY	PRICE	TOTAL
PZ-GT25	1	\$ 826.27	\$ 826.27
PX-PW02	1	\$ 2,236.00	\$ 2,236.00
FLASH-ATA-320M	1	\$ 826.27	\$ 826.27
PH-PC36(MUX)	1	\$ 797.54	\$ 797.54
SPH-SW10 TSW-UB	1	\$ 1,497.28	\$ 1,497.28
PA-PW54-B	2	\$ 973.33	\$ 973.33
SR1276 IPX CAU-E	1	\$ 47.88	\$ 47.88
SR1276 IPX CAU-G	1	\$ 170.32	\$ 170.32
34PH EXCLK CA-B	1	\$ 97.81	\$ 97.81
SR1276 IXP CAU-DA	1	\$ 326.27	\$ 326.27
MT24 TSW CA-90	1	\$ 112.18	\$ 112.18
SN1732 CPRRS-A	1	\$ 6,804.43	\$ 6,804.43
UTPCTG5STCA-AO	3	\$ 811.00	\$ 811.00
<b>TOTAL FOR REDUNANCY:</b>			<b>\$ 15,526.58</b>

REDUNANCY INSTALLATION - LABOR AT NO CHARGE IF DONE DURING UPGRADE



**SCHEDULE H**

**TOWN OF ADDISON - TELEPHONES  
DATED 10-2-2006**

<b>TELEPHONES</b>	<b>QUANTITY</b>	<b>PRICE</b>	<b>TOTAL</b>
16 Button Display Speakerphone (DTR-16D-2 (BK)	200	\$ 215.71	\$ 43,142.00
32 Button Display Speakerphones (DTR-32D-1 (BK)	25	\$ 307.20	\$ 7,680.00
<b>TOTAL</b>			<b>\$ 50,822.00</b>

LABOR IS NOT INCLUDED

SCHEDULE I

TOWN OF ADDISON - VOICEMAIL SYSTEM UPGRADE  
DATED 10-2-2006

<b>CallXpress 7.7</b>	<b>QUANTITY</b>	<b>PRICE</b>	<b>TOTAL</b>
CallXpress Advanced Messaging (8 ports / 50 UM Seats)	1	\$ 5,967.00	\$ 5,967.00
NEAX 2000/2400 MCI Integration	1	\$ 810.90	\$ 810.90
D-41 JCT-LS 4 Port PCI Card	2	\$ 1,093.95	\$ 2,187.90
PCI CTBus Cable	1	\$ 68.85	\$ 68.85
SP Line Cords (Bundle of 10)	1	\$ 30.60	\$ 30.60
2 Year Xpresscare for 8 ports	8	\$ 195.08	\$ 1,560.60
Customer Provided Computer	0		
TOTAL LABOR & MISCELLANEOUS MATERIALS:			\$ 2,280.00
TOTAL INSTALLED COST OF SYSTEM:			\$ 12,905.85



## Council Agenda Item: #R6

### SUMMARY:

In March of 2006 we received confirmation that the State Homeland Security Office (SHS) has reallocated funding for the Town of Addison under the fiscal year 2006 in the amount of \$99,316 for the purchase and installation of a Video Camera Monitoring System at the Art and Events District. We released a RFP and received four (4) proposals. The Police Chief's memorandum, copy of the RFP, copy of the evaluation matrix, and a copy of the contract are attached.

### FINANCIAL IMPACT:

Total cost of the system: \$149,749

Budgeted amount: \$150,000 (A portion of this expense will be offset with a \$99,316 grant from the Department of Homeland Security.)

Grant funds are typically provided to local governments on a reimbursement basis. Once documentation of the expense has been reviewed and approved, grant funds in the amount of the expense are disbursed. The Town of Addison expects to receive reimbursement from the Texas Homeland Security Grant Program in the amount of \$99,316 for the expenditures of the equipment installed at the Arts and Events District. The cost difference (\$50,433) between the total cost of the implementation (\$149,749) and the grant money (\$99,316) is budgeted in Special Events FY 06-07 budget.

Although grant funds will not be received prior to the expenditure of funds, staff feels comfortable recommending expenditure of funds based on correspondence and conversations with the Texas Engineering Extension Service, which administers this grant program. Staff will be working closely with this agency to ensure compliance with any grant requirements to ensure reimbursement for these expenses.

### BACKGROUND:

At the beginning of the fiscal year 2005 the Town of Addison applied for a grant in the amount of \$99,316 for the purchase, installation, and 5 year maintenance support of a Video Camera Monitoring System at the Art and Events District. On April 29, 2005, we received confirmation that the SHS Office had allocated funding for the Town of Addison under the fiscal year 2005 in the amount of \$99,316. Consequently, based on staff recommendation, on July 12, 2005 Council authorized the City Manager to enter into a five (5) year agreement with Wagner Security & Electronics, Inc. in the amount of \$99,316 for the purchase, installation, and maintenance of recommended System at the Art and Events District. However, 2 weeks later the SHS office unexpectedly moved the project completion deadline from April of 2006 back to September of 2005. This sudden

shortening of system implementation timeline created a great concern for the vendor and eventually caused the vendor to withdraw.

Staff reapplied for this grant, and in March of 2006 we received confirmation that the SHS Office has reallocated funding for the Town of Addison under the fiscal year 2006 in the amount of \$99,316. However, this time, SHS has placed a restriction on the grant money and it can now only be used to cover the cost of the purchase and installation of the system. It can not be used to pay 5 year maintenance support for the system as was the case with 2005 grant.

We released a RFP in June and received four (4) proposals.

**RECOMMENDATION:**

Staff recommends that the Council authorize the City Manager to enter into a contract with Convergent Technologies LLC for the purchase, and installation of a Video Camera Monitoring System at the Art and Events District in the amount of \$149,749 subject to the City Attorney's final approval....





INFORMATION TECHNOLOGY (972) 450-2868 FAX (972) 450-2834  
16801 Westgrove Dr Addison, Texas 75001-9010

June 01, 2006

Dear Potential Bidders:

Thank you for considering bidding on RFP 06-22, Video Monitoring System, for the Art and Events District. I appreciate your interest in this RFP and your willingness to review this material.

I would like to take this opportunity to provide some background information regarding the history of this bid. At the beginning of the fiscal year 2005, the Town of Addison applied for a grant for the purchase, installation, and 5 year maintenance support of a Video Camera Monitoring System at the Art and Events District. On April 29, 2005, we received confirmation that the State Homeland Security Office had allocated funding for the Town of Addison under the fiscal year 2005. Consequently, based on staff recommendation, on July 12, 2005 Council authorized the City Manager to enter into a five (5) year agreement with Wagner Security & Electronics, Inc. for the purchase, installation, and maintenance of recommended System at the Art and Events District. However, 2 weeks later the State Homeland Security Office unexpectedly moved the project completion deadline from April of 2006 back to September of 2005. This sudden shortening of system implementation timeline created a great concern for the vendor and eventually caused the vendor to withdraw.

Staff reapplied for this grant, and in March of 2006, we received confirmation that the State Homeland Security Office has reallocated funding for the Town of Addison under the fiscal year 2006. However, this time, State Homeland Security Office has placed a restriction on the grant money and it can now only be used to cover the cost of the purchase and installation of the system. It can not be used to pay 5 year maintenance support for the system, as was the case with 2005 grant.

I hope that the aforementioned background information encourage all you especially vendors who previously submitted RFP to reconsider submitting a bid again.

Should you have any questions or concerns please call me, 972-450-2868 or Shanna Sims, Budget and Procurement Manager, 972-450-7089. Thanks again for your time and efforts.

Sincerely,

Hamid Khalehipour  
Information Technology Director

**Town of Addison, Texas**  
**Request for Proposal (RFP)**  
**RFP 06-22 – Video Camera Monitoring System**

**Proposals are due by 4:00 PM on July 14, 2006**



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FINANCE DEPARTMENT / PURCHASING DIVISION

5350 Belt Line Road, Post Office Box 9010, Addison, Texas 75001  
(972) 450-7089 – Fax (972) 450-7096

## REQUEST FOR PROPOSALS

The Town of Addison is accepting proposals from all interested parties for a  
Video Camera Monitoring System

Proposal Number: 06-22

Proposal Name: Video Camera Monitoring System

Proposals Due: Friday, July 14, 2006 at 4:00 pm  
Office of the Budget and Procurement Manager  
Addison Finance Building  
5350 Belt Line Road  
Addison Texas 75254

Since DemandStar.com maintains the vendor files for the Town of Addison, proposers do not need to notify the Town if they do not intend to submit a proposal for this project. For vendors that would like to be removed from the bidder's list, please notify the Town of Addison in writing.

If you are not a member of DemandStar.com and wish to obtain a free copy of this proposal, you may pick up a copy at the Purchasing Division, 5350 Belt Line Road, Dallas, TX 75254 or by contacting Shanna Sims, Budget and Procurement Manager, at 972-450-7089.

Late proposals will be returned unopened, and unsigned proposals will be rejected as non-responsive.

For questions concerning the bid process, contact Shanna N. Sims, Budget and Procurement Manager, at 972-450-7089 or e-mail at [ssims@ci.addison.tx](mailto:ssims@ci.addison.tx). For questions concerning the specifications or the work to be performed, contact Hamid Khaleghipour, Information Technology Director, at 972-450-2868 or e-mail at [hkhaleghipour@ci.addison.tx.us](mailto:hkhaleghipour@ci.addison.tx.us).



**TOWN OF ADDISON  
REQUEST FOR PROPOSALS NO. 06-22  
VIDEO CAMERA MONITORING SYSTEM**

**INTENT**

The Town of Addison Information Technology Department is soliciting sealed written proposals from qualified vendors for the purchase and installation of 20 (5 fixed, 2 portable PTZ for inside tents, and 13 with PTZ capabilities) Sony Network Video Recorders for our Arts and Events District. **Final number of cameras to be determined by proposer according to their recommendation after site visit. Equipment proposed can be specified equipment in RFP or can be comparable equipment.**

Connectivity of cameras to base station can be wireless or fiber connected, if possible. Connectivity of base station to remote base station/backend server can be wireless, wireless fiber, or microwave. If proposing to link multiple cameras via fiber, installation into existing conduit must comply with 2005 NEC standards.

**CRITERIA FOR PROPOSAL ACCEPTANCE**

The proposals will be evaluated with respect to criteria specifically developed to examine the technical competence and suitability of prospective proposals. The Town will only award the contract to a responsible bidder. In order to qualify as responsible, vendor must meet the following criteria as they relate to this proposal request:

- 1) The successful vendor must have adequate technical and financial resources to ensure satisfactory performance.
- 2) The successful vendor must have the necessary experience, organization, and technical skill to ensure satisfactory performance.
- 3) The successful vendor must have a satisfactory record of performance in developing and implementing similar jobs.
- 4) **The successful vendor must be licensed by the State of Texas.**

**PROPOSAL EVALUATION PROCESS**

Proposals will be evaluated using the following weighted criteria:

**MAXIMUM PROPOSAL GRADE IS 100 POINTS**

**30 Points:**

Ability of hardware/software to meet our requirements.  
Ease of use and operation of the system.

**50 Points:**

Total cost, which considers both initial acquisition and ongoing operating costs

**20 Points:**

Vendor's ability to support our users' needs (Qualifications of the Vendor's staff).  
Results of reference checks (Vendor's reputation).  
Level, quality, and type of client training and technical assistance provided.

## **VENDOR PROPOSAL EVALUATION MEETINGS**

Discussions may be conducted with vendors to clarify the Town's requirements and the vendor's proposals.

## **AWARD**

Award shall be made to the responsible vendor whose proposal is determined to be the most advantageous to the Town taking into consideration the criteria for proposal acceptance and the proposal evaluation composite score.

Once awarded by Council, the contract will be good for 6 months from award date to proceed with work.

## **CONTRACT TERM**

Negotiations may be undertaken with those contractors whose proposals, as to price and other factors, demonstrate them to be qualified, responsible, and capable of performing the work. The contract selected will be the one most advantageous to the Town of Addison, cost and other factors considered. The Town reserves the right to consider proposals or modifications thereof received at any time before an award is made, if such action will be in the best interest of the Town.

The contents of the proposal by the successful agency shall become contractual obligations if a contract ensues. Failure of the successful contractor to accept these obligations may result in cancellation of the award.

## **TIMELINE**

- RFP Released June 9<sup>th</sup>, 2006
- Pre-bid Meeting / Site Visit June 30<sup>th</sup>, 2006
  - Pre-bid meeting will begin at 10:00 a.m. at the Addison Conference Centre, 15650 Addison Road
- Proposal Due date July 14<sup>th</sup>, 2006
  - Proposals are due at 4:00 p.m

## **PROPOSAL FORMAT**

To assure consistency, proposals must conform to the following format:

- 1) **Table of Contents**
- 2) **Introduction**

This section should contain your understanding of the Town's needs and objectives.



3) **Descriptive Literature**

Provide complete descriptive literature for each item. Bidder is cautioned that any product delivered which does not meet specifications in every aspect will not be accepted.

Provide proposed design including camera, base station, access points, etc. locations on map provided on Event Map 1 in Appendix-A.

4) **Vendor Questionnaire**

Complete the vendor questionnaire (Form 1). All questions must be answered.

5) **References**

This section (Form 2) shall contain names of at least five organizations, most preferable local governmental entities for which you have provided this service. Please include organization name, address, telephone number and contact person.

4) **Fee Structure**

Provide a fee schedule for your services. This schedule should include a description of the following products and services; hardware, software, implementation, installation, configuration, training, documentation, and project management.

Propose bid in two ways:

- a. With all of above in fee schedule
- b. With video management software only

6) **Contract**

Enclose a copy of your standard contract. Indicate any clause(s) that are conditional or non-negotiable.

## SPECIFICATIONS FOR RFP 06-22 VIDEO CAMERA MONITORING SYSTEM

### **IP CAMERA MONITORING SPECIFICATIONS:**

#### **HARDWARE:**

**20 (5 fixed, 13 PTZ, and 2 portable) Sony or comparable cameras for Arts and Events District Area. Sony Network Video Recorder (or comparable) w/16 camera licenses**

#### **Video Recorder Requirements:**

**NVR-5M Series - NVR-5M16/A (RSM with 16 camera licenses) - StorStation® RSM RAID Server.** Ideal for a multi-server environment that requires the redundancy of RAID 5 for optimal video data retrieval and protection.

- 19" rack-mountable
- Up to 16 camera licenses can be installed per device
- 2 TB storage capacity (500 GB HDD x 4)
- RAID 5 for redundancy
- DVD±RW/CD-RW drive
- Pentium 4 2.80E GHz2 with Hyper-Threading Technology
- Real Shot Manager software pre-installed
- Video Card supporting 1024 X 768 at 16/24 bits color depth.
- Ethernet 100 base-T network interface card.

System should be able to be easily upgradeable or added to in order to accommodate future installations possibly at the Airport, Town buildings, additional parks, and street intersections.

System should be able to keep 30 days of video for retention and be easily searched for later viewing and enhancing of video if needed. For maximum enhancement potential, recording should be at maximum resolution.

System will be housed at our EOC located at Fire Station #1 on 4798 Airport Parkway.

#### **Two (2) Portable Camera Requirements**

- Portable cameras will be used inside main tent during events like Oktoberfest
- Camera should be 10 feet tall attached to pole
- Camera should have same wireless connectivity as all other cameras



## **SONY SNC-RZ30N PAN/TILT/ZOOM Camera Requirements:**

### **A. GENERAL REQUIREMENTS:**

- Day/Night mode camera is required with good night vision capabilities
- The SNC-RZ30N shall be a network enabled, integrated pan/tilt zoom color camera. Utilizing a 1/6 type 680,000 pixel SuperHAD™ interline transfer CCD. The camera shall have an analog video output producing better than 470 TV lines of horizontal resolution.
- Network interface shall be via an 8-pin RJ-45 connector, 10 Base T /100 Base TX Ethernet.
- The SNC-RZ30N shall utilize JPEG compression, baseline compliant YCbCr422. Compression levels shall be user selectable in 10 steps, ranging from 1/5 to 1/60 compression ratios, based on an image of 24bits per picture element (8bits each for R, G &B).
- The SNC-RZ30N shall incorporate a built-in web server, such that standard web browsers Internet Explorer or Netscape Navigator can be used to view the camera view without need for special viewer software. Supported operating system shall be Windows 98, 98SE, NT4.0, Me, 2000 and XP. Minimum PC requirements shall be 500MHz, PIII Processor, with 128MB RAM supporting 1024X768 True Color display capability.
- Internet Explorer browser shall be version 5.5 or 6.0; Netscape browser shall be version 4.7 or 6.0 w/ Java plug-in version 1.3.1\_02, version 1.3.1\_03, version 1.4.0, version 1.4.0\_01
- The SNC-RZ30N shall be capable of supporting up to 50 users simultaneously over the network.
- There shall be up to 4 user level settings. Access to functions shall be determined as follows:
  - a. User level 1 Viewing only
  - b. User level 2 Pan/Tilt & preset control
  - c. User level 3 Trigger alarm outputs, capture images, FTP or Email image
  - d. User level 4 All functions (Administrator)
- Maximum frame rate capability of the SNC-RZ30N over LAN shall be up to 30 frames per second on 640 X 480 capture size.
- Image sizes shall be user selectable for the following:
  - i. 736 X 480
  - ii. 640 x 480
  - iii. 320 x 240
  - iv. 160 x 120
- The minimum slow shutter setting shall be ¼ second.
- The SNC-RZ30N shall have Color and B/W mode capability. The switching between modes shall be accomplished automatically by sensing the luminance level, by time schedule, or manually by the administrator.
- On B/W mode, the IR cut filter shall move away from the CCD imager, allowing the camera to fully utilize the sensitivity of the CCD in the near IR range, beyond 700 nm.



- SNC-RZ30N shall have an integral 25X Optical auto focus zoom lens. The camera shall also feature digital zoom that extends the total zoom range to 300X.
- SNC-RZ30N shall incorporate an integral DC servo type pan/tilt mechanism, allowing a total pan range of 340 degrees and a tilt range of –25 degrees to 90 degrees.
- The camera shall be capable of 16 presets and 5 tour settings.
- Pan and tilt speeds on tour mode shall be in 20 steps.
- User shall have the option of having the camera on tour all the time, or via one of 6 possible schedules. Each schedule shall contain the 7 days of the week with each own start and stop times for the tour. Manually controlling the pan/tilt cursor buttons on the GUI shall disable the tour automatically.
- The SNC-RZ30N shall feature SteadyShot® mode, to allow compensation for slight vibrations. There shall be no loss of video resolution when this mode is activated.
- The SNC-RZ30 shall incorporate proportional pan/tilt speed on zoom. The wider the angle of view, the faster the pan/tilt speed and, the higher the zoom ratio, the slower the pan/tilt speed on manual pan/tilt control.
- The SNC-RZ30 shall also feature an Exclusive Control Mode that shall allow multiple users (up to 20) to come in queue for control of the camera. Exclusive control mode shall be user settable for between 10 to 600 seconds.
- The SNC-RZ30N shall also incorporate an Activity Detection circuit to detect changes in luminance levels in the designated area. Detection area shall rectangular, variable in size, set by the administrator. Camera shall have 9 levels of sensitivity.
- The SNC-RZ30N shall have an 18 pin I/O interface located on rear of the base. There shall be 3 separate alarm input ports, and 2 Alarm output ports, an RS-232C port and an RS-485 port. Alarm input ports shall be opto-isolated.
- The SNC-RZ30 shall support data transparency for either RS-232C or RS-485 ports.
- Network protocols supported shall be TCP/IP, ARP, HTTP, ICMP, SMTP, FTP, DHCP and SNMP. Network security shall be via Password (basic authentication) and IP filtering.
- The SNC-RZ30 shall be capable limiting the bandwidth on all ports from 0.5Mbps to 8Mbps.
- The SNC-RZ30 shall have an internal image memory size of 8MB for alarm buffering.
- The SNC-RZ30 shall be capable of pre and post alarm buffering.
- There shall be 2 PCMCIA type II expansion slots. Manufacturer recommended MemoryStick® with PCMCIA memory stick adapter, Compact Flash as well as ATA HDD card should be supported. Use of the PCMCIA shall be one at a time.
- On alarm, user shall have the option of utilizing the onboard image memory area, or an attached PCMCIA memory device. Additionally, captured images on alarm may also be sent via FTP to a server. Moment of alarm image captured shall also be capable of being attached to an email, to an email address specified by the administrator.



## **B. CAMERA LENS SPECIFICATIONS:**

- Camera lens shall have an optical zoom range of 25X minimum.
- Focal length range shall be 2.4mm to 60mm, F1.6 (wide end) to F2.7 (tele end).
- Horizontal viewing angle shall be 2.0 degrees to 45 degrees.
- Camera lens shall feature an inner focus type mechanism.
- Camera lens shall be auto-focus type, but can be switched to manual, which can be set by the administrator.
- Minimum object distance shall be 30mm on wide angle and 800mm on maximum zoom.

## **C. VIDEO-ELECTRICAL REQUIREMENTS**

- The SNC-RZ30 shall use an input voltage of either 12VDC.
- The power connection shall be by means of a coaxial DC jack.
- The scanning system shall be 525 lines, 60 fields/30 frames, 2:1 interlace.
- The video output of the SNC-RZ30 shall meet the EIA/NTSC standard.
- The SNC-RZ30N color day/night camera shall require a minimum scene illumination of:
  - Color: 3.0 lux at f1.6 (50 IRE, AE mode, slow shutter OFF)
  - B&W: 0.18 lx at F1.6 (50 IRE, AE mode, slow shutter OFF)
- Camera synchronization shall be Internal.
- The composite video output shall be 1.0 V peak to peak @ 75 ohms, sync negative via a BNC connector.
- The video signal to noise ratio shall be 48dB.
- Video gain shall be Auto or manual with a range of -3 to +28dB.
- White balance shall be Auto, Indoor, Outdoor, One push AWB, ATW, or manual.
- Power consumption shall be approx: 21.6W maximum w/ an ATA HDD card.

## **D. MECHANICAL REQUIREMENTS:**

- The pan/tilt mechanism shall incorporate direct drive gearless motors, suitable for either desktop or ceiling mount operation.
- Full pan range of 340 degrees shall be achieved in 2 seconds, and full 115-degree tilt travel shall be 1.5 seconds.
- The camera shall employ a motor driven mechanism that removes the IR cut filter position from the front of the CCD when it switches to B/W mode. On B/W mode, the IR cut filter shall move away from the CCD imager, allowing the camera to fully utilize the sensitivity of the CCD in the near IR range, beyond 700 nm.
- The camera shall be capable of 16 presets. Additionally there shall be 5 tour settings that can be established tour, labeled A, B, C, D, &E. User shall have the choice of pan and tilt speeds, including stay time at the preset for each tour. Sequence of presets, choice of presets, shall be independent for each tour set by the user.
- External alarm triggered presets shall be supported. Up to 3 external alarm inputs shall be supported via the I/O port, which shall be opto-isolated.

- The SNC-RZ30 shall have 2 PCMCIA type II slots.
- Video output connector shall be BNC type. Normal view shall be ceiling mounted operation only.
- The camera mounting hole shall be 1/4" –20, located on the base.
- The camera dimensions shall be 5 5/8(W) x 7(H) x 5 3/4(D) inches, 140mm(W) x 175mm(H) x 144mm(D).
- The camera shall weigh approximately 2 lb 10 oz (1.2kg).

#### **E. ENVIRONMENTAL REQUIREMENTS**

- The operating temperature shall be 32°F to 104°F (0°C to +40°C)
- Storage temperature shall be within -4°F to 140°F (-20°C to +60°C)

#### **F. SUPPLIED ACCESSORIES**

- CD ROM containing User guide & setup program (1)
- AC Adaptor w/ AC cord (1)
- I/O interface connector (1)
- Installation guide (1)
- Ethernet cable, UTP Cat 5 cross over cable (1)
- Ceiling brackets A & B
- Wire rope (1)
- Ferrite core (1)
- Screws

### **WIRELESS DEVICE REQUIREMENTS**

#### **Base Stations with 15 clients**

##### **Location of End Point Base Station**

The DVR backend system will be housed at our EOC located at Fire Station #1 on 4798 Airport Parkway so corresponding end point base station could be located on radio tower at this address.

This end point device would pass through a Wireless Gateway – Bluesocket WG 1100 before entering private network.

##### **Hardware Specifications**

All hardware proposed for the project must meet the following specifications:

##### **Network Features**

- Network device type - Ethernet bridge, IP router
- Engineered for multipoint, mesh, fiber, wireless fiber, or microwave networks allowing ample bandwidth for all cameras
- Adaptive Dynamic polling algorithm



- Packet Aggregation
- RADIUS Authentication
- Bridging, 100% transparent (protocol independent)
- Bridge Filters MAC address, Protocol ID
- Spanning Tree
- Automatic channel searching CPEs
- Encryption AES (128 Bit)
- Static and Dynamic IP address
- Bandwidth Management
- Configurable for each remote location
- Configurable for each interface
- SNMP Management, GUI Management utility included
- SNMP Support MIB II and Private MIB

### **Physical and Environmental Features**

- Ethernet Interface (at PoE injector) RJ-45, 10/100 Base-T
- Ethernet Cable Length 300 ft maximum
- RF Interface (external antenna models) N-Female
- Operating Temperature Range -30°C to 60°C (-22°F to 140°F)
- Operating Humidity 0% to 100% (non-immersion rain)
- Power Scheme Power over Ethernet (POE) Cat 5 DC Injector
- Power Supply 110/220 VAC, 50-60 Hz
- Power Consumption 16 W Max
- Current Draw 0.5 A Max
- Input Voltage Required at Radio +36 to +57 VDC, nominal +48 VDC (supplied via POE)
- LED status indicators Power, Wireless Link, and Ethernet Link

## **Radio Frequency Requirements**

### **General**

The 4.9 GHz band will be required if at all possible for this proposed project in order to avoid potential interference with other publicly used radio frequencies currently existing in the installation zones. If 4.9 GHz license is not available, then proposal should include alternative of using 2.4 or 5.8 GHz unlicensed frequencies.

Connectivity of Addison Circle Park base station to Fire Department base station can be either wireless at the above frequencies, microwave in the 57GHz to 64GHz frequency range, or wireless fiber in the 71-76GHz or 81-86GHz licensed frequencies.

The 4.9 GHz band is a licensed band available for use by public safety agencies. Assistance with properly licensing the use of this band, hardware installation, hardware configuration, testing must be performed by a contractor that has a minimum proven experience of 3 years in the industry of providing wireless

network integration using multiple technologies. The license should be attained for the whole Town (4.3 sq miles) in case of future expansion of Video Surveillance or other wireless projects.

In addition, the contractor must be adept at frequency planning and be capable of performing the planning of the RF infrastructure to ensure the ability to use multiple radios in this proposed installation.

**Flat Panel LCD:**

- 4 32" Flat Panel LCD



## **SONY PRESSURIZED CLEAR DOME HOUSING – SNCRD7C2 SPECIFICATIONS**

- The SNCRD7C2 vandal resistant dome shall be an indoor or outdoor housing. The vandal resistant SNCRD7C2 shall be designed to accommodate Sony SNC-RZ30N network PTZ. The unit will include a heater/blower combination, which is effective in temperature ranges from -30° F to +110° F. The heater shall be thermostatically controlled. The heater and blower will have 24vac input. An internal power supply will provide 12vdc power for the camera. The housing top shall be manufactured from durable cast aluminum. The dome shall be from injection molded, optically clear, polycarbonate, and shall be held in place with (3) fasteners, and a sealing O-ring shall be included. A safety cable shall be provided to hold the dome while servicing. Access to the enclosure shall be from below. Pricing should reflect either outside or indoor mounting pendant.

## **SOFTWARE REQUIREMENTS:**

- **CUSTOMIZED LAYOUTS** – Multiple floor plans; clickable camera icons map view for quick navigation.
- **HIGH FRAME RATE** – High quality images captured with a high refresh rate up to 30 fps.
- **EASY SETUP MANAGER** – Fine-tune your digital video system according to your needs and available bandwidth.
- **ACCESS** – Multiple servers with a single client graphic user interface.
- **FLEXIBLE** – Each camera in the system can be configured for Manual, Scheduled, and Alarm/Pre-alarm recording.
- **MANUAL RECORDING** – The user-defined operator can initiate a recording at any time for any selected camera. The camera then records at a defined refresh rate, resolution, and quality.
- **SCHEDULED RECORDING** – Allows users to schedule their recording requirements for any selected camera or group of cameras, with virtually no limit to the number of scheduled items you can select.
- **ALARM AND PRE-alarm RECORDING** - Enables alarm sensors to be configured either per camera or by camera group, and set u to automatically record more detail when an alarm sensor is triggered.
- **PLAYBACK DURING RECORDING** – Recording and playback can be performed simultaneously, so previously recorded images can be viewed while recording continues.
- **EASY SEARCH OF RECORDED IMAGES** – The search recording function allows you to quickly locate a particular recording. The calendar displays all recordings made (per camera or camera group) so you can see when and what kind of recording was made. You can then filter these recordings by time/date, alarm events, and/or inserted comments. Thumbnail, preview images can also be displayed to make searching easier and more effective.
- **ACTIVITY DETECTION/ALARM TRIGGER** – RSM software can perform activity based recording, triggered by the activity detection signal generated by the Sony network cameras or an alarm trigger signal from external equipment. The I/O



management function, of the RSM software can be set up to control switch-operated devices (such as doors and lights) for maximum security and control.

- **PRE-/POST-ALARM IMAGE STORAGE** – RSM software receives an alarm trigger, either from the activity detection signal or the alarm input from the cameras, hundreds of pre-alarm and post-alarm still images can be stored – providing users with a video log of these events.
- **E-MAIL NOTIFICATION** – When an alarm occurs, the RSM software can be programmed to send alarm notification to a specified e-mail address or addresses.
- **DYNAMIC MASKING FUNCTION** – The advanced Dynamic Masking function, unwanted or prohibited areas within an image can be masked appropriately. When zoom is engaged, the size of the masked areas will adjust in proportion to the zoom position. In addition, the masking position can be made to interlock with a camera's pan/tilt to achieve a comprehensive masking operation. Then number of masking areas and types (color, border, Gaussian blur, luminance, mosaic, random noise outside of the area of interest) can be freely set.
- **PAN/TILT/ZOOM (PTZ) CONTROL** – RSM software remotely controls the Pan/Tilt/Zoom of the cameras over the network. In addition, digital pan/tilt and zoom can also be controlled for cameras that do not feature built-in pan/tilt capability. When a point in the image is clicked, the camera automatically pans and/or tilts to make the point the center of the image. And by dragging out a specified area of the image, the camera will digitally zoom in to that area.
- **TOUR FEATURE** – Allows the Sonny Pan/Tilt/Zoom cameras to preset up to five scanning patterns with up to 16 positions in each scan.
- **API INTERFACE** – RSM software provides an API for application developers or system integrators, allowing the RSM monitoring system to be integrated in other application programs or systems such as GUI design software, POS, access control, and alarm system.
- **FILE EXPORT AVI** – The RSM software includes "File Player" in which users can playback recorded images with embedded metadata such as recording start time, recording end time and frame rate. The "File Player" enables recorded images to be exported in the standard AVI file format for easy exchange.
- **DUAL MONITOR SETUP** – The camera image selected on the primary monitor can be displayed on the second monitor as a full-screen-sized "hotspot" providing detailed image.
- **TIME-STAMPED COMMENTS** – Operators can log events should anything notable occur during monitoring by imputing a comment. Comments can be linked to a camera with a given priority and time-stamped for easy logging.
- **USER PRIVILEGES** – The administrator can define user groups, add users, set privileges per user/group, and set up user access to specific camera groups.
- **CUSTOMIZED LOGGING REPORTS** – In the event of a system problem, the logging feature makes it easier to determine the cause. By selecting the items you want to monitor, trouble-shooting is simplified.



**INSTALLATION OF SERVERS, CAMERAS, ACCESS POINTS, BASE STATIONS AND CAMERA DOMES.**

- Pricing for installation of equipment must be based on either outdoor or indoor as directed by the Town of Addison. The installer must provide electrical transformers and mounting hardware for the equipment as required.
- Power supplied to light poles is controlled via light timer, but surrounding poles in park have 110v power outlets as outlined in Appendix-A number 5.
- Pricing for installation of servers (Sony Network Video Recorder or comparable) and all software necessary to complete a fully operational IP camera installation as directed by the Town of Addison.

## INSTRUCTIONS TO PROPOSERS

### 1.0 RECEIPT AND PREPARATION OF THE PROPOSAL

- 1.1 **Two (2) copies** of a sealed proposal should be delivered to the Purchasing Division in the Finance Building of the Town of Addison located at 5350 Belt Line Rd., Addison, TX 75240 by 4:00 p.m., July 14th, 2006. Proposals must be received by the specified time in order to be considered, and proposals submitted after this closing time will not be considered and will be returned unopened.
- 1.2 Each proposal shall be enclosed in a sealed envelope, addressed to the Budget and Procurement Manager, Town of Addison, P.O. Box 9010, Addison, Texas, 75001. Proposals must be labeled in the lower left-hand corner with the Proposal Number and Name (RFP 06-22 Video Camera Monitoring System). Proposers must also include their company name and address on the outside of the envelope.
- 1.3 Proposers are responsible for making certain proposals are delivered to the Purchasing Division. Mailing of a proposal does not insure that the proposal will be delivered on time or delivered at all. If proposer does not hand deliver the proposal, it is suggested that he/she use some sort of delivery service that provides a receipt.
- 1.4 Proposals may be withdrawn prior to the above scheduled time set for closing of the proposals. Any proposal received after the time and date specified shall not be considered.
- 1.5 The Town reserve the right to request additional information or to meet with proposers to discuss points in the proposal before and after submission, any and all of which may be used in forming a recommendation.
- 1.6 The Town reserves the right to reject any all proposals, to waive any non-material irregularities in any RFP, and to accept or reject any item or combination of items. The Town of Addison reserves the right to postpone the date and time for sealed proposals through an addendum.

### 2.0 ADDENDA AND EXPLANATIONS

- 2.1 Proposers having any questions regarding the true meaning of the specifications or terms and conditions shall submit these questions to the Budget and Procurement Manager. Any and all interpretations or supplemental instructions, which, if issued, will be



posted on the Town's website, e-mail and faxed to all prospective proposers. A copy of all addenda issued must be signed and returned with your bid.

### **3.0 TAXES**

- 3.1 All proposals are required to be submitted without State Sales tax. The Town of Addison is exempt from payment of such taxes and a Tax Exemption Certificate will be executed for the successful bidder.

### **4.0 SCOPE OF WORK**

- 4.1 The work under this contract shall consist of the items or services contained in the proposal, including all materials, equipment, labor and all other items necessary to complete said work in accordance with the contract documents.

### **5.0 EXAMINATION OF CONTRACT DOCUMENTS**

- 5.1 Before submitting a proposal, each proposer must thoroughly examine the contract documents to ensure that the services you are proposing meet the intent of these specifications.
- 5.2 The Town of Addison is not responsible for incomplete bid packets.
- 5.3 Proposers are instructed to return all pages of the proposal packet that contain written responses.

### **6.0 BIDDING**

- 6.1 Proposers are instructed to consider the following factors in preparation of your proposal:
  - a. Proposals shall remain firm for a period of 45 calendar days after the scheduled bid opening.
  - b. Exceptions to any specifications, or part thereof, must be clearly stated and included with your Proposal Form.
  - c. Proposers are instructed to include all necessary charges, related to this contract.
  - d. All costs incurred in responding to the RFP shall be the responsibility of the entity submitting the proposal.

- e. The contract will be governed by the laws of the State of Texas. Venue shall be exclusively in Dallas County.
- 6.2 Proposers shall mark any information, which is a trade secret or confidential, as "CONFIDENTIAL" on each page. Pricing of goods and services is not considered as confidential information. Proposals shall be opened so as to avoid disclosure of contents to competing proposers. The contents will not be disclosed during the process of evaluation, revision, and negotiation. All proposals shall be open to the public after contract award, except for information marked "confidential."

## **7.0 AWARD OF CONTRACT**

- 7.1 The Town of Addison reserves the right to reject any or all proposal, reject any particular item on a proposal and to waive immaterial formalities. The contract will be awarded to the lowest responsible proposer whose proposal is most advantageous to the city, price and other factors considered.
- 7.2 Award will be based upon an analysis of the following criteria: Bidders ability to produce the goods or services requested, performance on similar contracts, and an evaluation of the bidder's understanding of the purchaser's needs. To demonstrate bidder's qualifications to perform the work, each bidder must submit with their bid, five (5) customer references for similar projects, including name of customer, telephone number and individual to contact.
- 7.4 The anticipated start date is as soon as practical after the bid is awarded.

## **8.0 NON DISCRIMINATION POLICY**

- 8.1 It is the policy of the Town of Addison to afford all people an equal opportunity to bid or propose on any contract being let by the Town.
- 8.2 The Town of Addison has a policy that prohibits discrimination against any person because of race, color, sex, or national origin, in the award or performance of any contract.
- 8.3 The Town of Addison will require its employees, agents, and contractors to adhere to this policy.



**FORM-1**

**VENDOR QUESTIONNAIRE**

1. How many installations, similar to the one asked for in this RFP, have been made or installed by you? \_\_\_\_\_

2. What part of the work will you sub-contract, if any?

3. Explain your policy on service and repairs and guaranteed response times or how many hours it takes to resolve 95% and 100% of your service/repair requests.

Policy and guaranteed response:

**OR**

<u>Type of repair or service</u>	<u>95%</u>	<u>100%</u>
Routine and minor	_____	_____
Major	_____	_____
Emergency	_____	_____

4. How long has your company been in business? \_\_\_\_\_ Yrs.

How long has your company been under current/owner/management?  
\_\_\_\_\_ Yrs.

5. Please list any exceptions to the required features, referring to a particular page, paragraph, etc. Please attach separate sheet (s) of exceptions.

**FORM-2**

**CUSTOMER REFERENCES**

Please provide names of companies or organizations, phone numbers, and names of contracts of five customers with which you have done business.

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_



**The following list should assist in assembling your proposal. It may not be all-inclusive; therefore, you must review the request to make certain your proposal is responsive.**

- \_\_\_\_\_ Have you signed your proposal?
- \_\_\_\_\_ Is the return envelope properly marked?
- \_\_\_\_\_ Are “CONFIDENTIAL” and /or “PROPRIETARY” pages properly marked?
- \_\_\_\_\_ Are you allowing sufficient time for delivery of your proposal?
- \_\_\_\_\_ If any Addenda were issued, is a copy signed and enclosed?
- \_\_\_\_\_ Did you exclude all sales taxes?
- \_\_\_\_\_ Are you returning all pages that have information entered by you?
- \_\_\_\_\_ Do prices quoted by you include all charges?
- \_\_\_\_\_ Have you made an entry in all blank spaces or entered “n/a” for “not applicable”?
- \_\_\_\_\_ Have you included a listing of “exceptions”, if there are any?
- \_\_\_\_\_ Have you initialed all erasure and/or corrections?

## APPENDIX-A

### AERIAL AND EVENT MAP ATTACHMENTS

1. Addison Circle Park Aerial with following marks:
  - Surveillance Area marked off with Red line
  - Fixed ATM's and money counting location marked by Green dots
  - Entrances and exits marked by Yellow dots (**these need to be surveyed for both people entering and leaving park area**)
  - Restroom locations and other trouble spots marked by Red dots
2. Addison Circle Park and Fire Station #1 Showing Line of Sight for Wireless
3. Taste Addison Event Map with tent locations
4. Oktoberfest Event Map with tent locations
5. Addison Circle Park Utility Map



RFP 06-22 Video Monitoring System  
Proposal Review Comparison

	Convergent Technologies	Red Moon Broadband	Wunderlich-Malec	Bearcom Wireless
Total Cost of main bid	\$149,749.00	\$172,046.00	\$203,847.36	\$207,906.24
Cost of alternate bid	N/A	N/A	N/A	Newer Cameras \$221,825.08
Video Management SW - Model	Sony Real Shot Manager	OnSSI NetDVMS	OnSSI NetDVMS	OnSSI NetDVR
Video Management SW Only	\$3,424.80	\$9,479.00	\$6,108.90	\$8,272.50
Number Cameras Total	20	19	20	20
Fixed	5	5	5	5
PTZ	13	12	13	13
Mobile	2	2	2	2
Number Access Points	22	15	22	20
Installation	\$24,211.85	\$12,500.00	\$15,277.50	\$29,398.00
4 - 32" LCD	\$6,133.32	\$7,996.00	\$5,611.20	\$8,975.00
Video Recorder Server	\$5,733.33	\$10,100.00	\$17,955.00	\$15,000.00
Fixed Camera - Model	SNCDF70N	SNCCS50N	SNCCS3N	SNCZ20N
Fixed Camera - each	\$966.22	\$1,600.00	\$552.30	\$1,015.63
PTZ Camera - Model	SNCRZ30N	SNCRZ25N	SNCRZ30N	SNCRZ30N
PTZ Camera - each	\$1,660.62	\$1,600.00	\$1,354.50	\$1,515.31
Access Point - Model	Firetide AM 3203 PS	Solectek	Wave Speedmesh 9200	Firetide
Access Point - each	\$2,521.05	\$3,745.00	\$1,634.85	\$1,945.00
Backhaul to Fire #1 - Model	Firetide (25mb x 17 channels)	Bridge Wave (100mb)	Gigabeam WiFiber (1gb)	Bridgewave FE60 BH (100mb)
Backhaul to Fire #1 - cost	\$5,042.10	\$23,375.00	\$43,605.00	\$42,604.73
			View Node \$6300 ??	
<b>Proposal Evaluation</b>				
<u>Meets Requirements (30 points)</u>	20	25	25	25
Licensed	Yes	Yes	Yes	Yes
Expansion	Easy	Easiest (Use of Spectrum Tower)	Easy	Easy
Cameras	Meets requirements	Only 18x optical zoom (not 25)	Meets requirements	Meets requirements
Design Explained	Design Not explained in RFP	Yes	Yes	Yes
<u>Total Cost (50 points)</u>	50	40	20	10
Comments	Using the Firetide 4.9 AP for the backhaul while all the others are using Microwave technology. They assured me there would be plenty of bandwidth because of 17 sub frequencies available in the 4.9Ghz.	Fixed camera much costlier than everyone elses	Backhaul very expensive	Backhaul very expensive
<u>Support/Referrals (20 points)</u>	20	18	15	15
Installs	15	8	3 installs in last year / Gigabeam 50 installs	7
Years Company in business	5	6	25 years old / Gigabeam 2 years old	25
Response and/or MTTR	8 - 16 hrs major / 2 - 4 hrs minor MTTR	2 hr Response / 4 - 8 hrs MTTR	2 - 4 days major / 4 - 8 hrs minor MTTR	4 hr Response
<b>Total Points (100 points total)</b>	90	83	60	50

**Addison Police  
Department**

# Memo

**To:** Hamid Khaleghipour  
**From:** Ron Davis  
**Date:** May 15, 2006  
**Re:** Special Event Site Cameras

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You had asked how the police department envisions using surveillance equipment to be installed at the Special Event site. We have two deployment plans, the first is as an active surveillance tool at special events and the second is as a reconstructive or incident follow up tool. As we gain experience with the equipment we anticipate the opportunity to find new uses for this equipment.

As an active surveillance tool we have suggested camera placements that will allow us to monitor critical areas such as entrance and exit points at the event site. Our plan is that during major special events a person will monitor the cameras from within the Addison Circle police office. This person does not necessarily have to be a police officer. The "monitor" will be watching for not only possible criminal activity but also event related issues such as: visitor over-stacking at entrance points, traffic congestion or other event related problems. When the monitor identifies a problem they can then contact the appropriate management personnel; be it police, EMS or special event managers to send resources to deal with the problem.

To a lesser degree internal monitoring of the site will also take place. We see that this could possibly reduce the number of elevated observation posts within the event site that are used to keep an eye on the crowds. Particularly during less crowded hours there might be an opportunity to reduce police manpower costs by not needing as many "boots on the ground". However, we will need to learn the capabilities and limitations of the camera system before we can start reducing manpower by substituting monitoring by camera.

Initially, we envision the largest opportunity for manpower savings will occur at smaller third party events. Instead of hiring enough officers to completely oversee an event an organizer would hire a "monitor" who would observe the event from the Addison Circle police office. The organizer would then only have to hire sufficient officers to respond to problems the monitor observes.

From an incident reconstruction perspective we would like to devise a plan that would allow the cameras to continuously record what takes place in the park. The cameras would not be monitored; however, we would retain the recordings of what took place for a period of time, probably 72 hours. If we get a report of a crime we could then review the recordings to gain information and evidence about the crime or incident. However, for continuous surveillance of the park to occur we would need to secure Council support for this type of program.



While it is not possible at this time to come up with a definite dollar amount of future savings through reduced manpower costs, we do think it has the potential to significantly make an impact in the long run. What is certain is that the impact will be felt immediately by improving the quality of special events by providing another means to identify problems and resolve them more quickly than might otherwise be possible.

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

**VIDEO CAMERA MONITORING SYSTEM AGREEMENT**

This Video Camera Monitoring System Agreement ("**Agreement**") is entered into this 24th day of October, 2006 ("**Effective Date**") by and between the Town of Addison, Texas (the "**City**") and Convergent Technologies, a *[type of entity and state of formation]* ("**Convergent**") (the City and Convergent sometimes referred to together herein as the "**Parties**" and individually as a "**Party**").

Recitals:

1. The City is the owner of certain property and facilities located within the Town of Addison, Texas generally described as the Arts & Events District (the "**Arts District**"), located generally north of Belt Line Road, west of Quorum Drive, south of Addison Circle Road, and east of Addison Road. The Arts District is shown or described on the RFP (as hereinafter defined) attached to this Agreement as Exhibit 1.

2. The City heretofore sought bids for the purchase and installation of a video camera monitoring system (the "**Video Camera System**" or "**System**") for the purpose of remotely monitoring the Arts District by issuance of a Request for Proposal dated June 1, 2006 (the "**RFP**"), a true and correct copy of which is attached hereto as Exhibit 1 and incorporated herein.. The Video Camera System includes video cameras, antennas, an LCD monitor, cables, video recording equipment, and other related equipment and materials, related software and licenses, and related installation training and support services, and is described in the RFP.

3. The City anticipates that the cost of the purchase and installation of the System will ultimately be paid for through grants to the City from the State Homeland Security Office ("**Homeland Security**"). The City has heretofore applied for a Homeland Security grant for the System, and has received authorization ("**Homeland Authorization**") from the Homeland Security grant administrator to proceed with the acquisition and installation of the System.

4. In response to the RFP, Convergent, with its principal offices at 2855 Trinity Square Drive, Suite 110, Carrollton, Texas 75006-2347, submitted its proposal dated July 24, 2006 (the "**Convergent Proposal**" or "**Proposal**"), a true and correct copy of which is attached hereto as Exhibit 2 and incorporated herein.

5. Convergent warrants and represents that it has the skills, qualifications, expertise, experience and financial capability necessary to perform the services described in the RFP, the Convergent Proposal and this Agreement in an efficient and cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for other buyers. Convergent further warrants and represents that it is licensed by the State of Texas to provide the System and the services described in this Agreement.

6. The City's objectives in entering into this Agreement include, among other things, obtaining (i) a high quality video monitoring and recording system for the Arts District, and (ii) a



relationship with Convergent under which Convergent will be responsive to the requests of the City and to changes in technology and methods for providing the System. Convergent has thoroughly reviewed and analyzed the City's requisite current and future needs and requirements as expressed in the RFP. Based on its review of the RFP, Convergent has proposed a System to the City that Convergent represents has the capability to achieve those objectives. Convergent shall provide the System and services described in this Agreement in a manner that will best support the City's ongoing objectives, considering the City's municipal status and the public constituency.

7. On the basis of and in reliance upon the inducements described above and in the Proposal and the representations and warranties made by Convergent in this Agreement, the City desires to engage Convergent to provide the System and perform the services described herein under the terms and conditions of this Agreement. The City has selected Convergent with the full expectation that Convergent will provide the System and services described herein in accordance with the performance levels and standards described in this Agreement.

**NOW THEREFORE**, for and in consideration of the mutual promises and covenants set forth below, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Town of Addison, Texas and Convergent Technologies hereby contract and agree as follows:

Section 1. **Incorporation of Premises.** The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. **Video Camera Monitoring System**

A. ***Sale and Purchase.*** Subject to the terms, conditions, provisions, standards, and contingencies set forth in this Agreement, the City does hereby purchase from Convergent, and Convergent does hereby sell to the City, the Video Camera System as described in the RFP attached hereto as Exhibit 1.

B. ***Delivery and Installation.***

1. Upon the City giving written notice to Convergent to proceed with the Arts District System (the "**Notice to Proceed**"), Convergent shall thereafter promptly provide and cause all of the Video Camera System equipment, materials and supplies (including, without limitation, all cameras, cables, antennas, LCD displays, and software described in the RFP) (together, the "**System Equipment**") to be installed.

2. Convergent will retain risk of loss and damage for all Arts District System Equipment while the same is in its possession or control and during any periods of delivery (whether initially or upon the return to Convergent of any Arts District System Equipment) and installation. Convergent will be responsible for any damage caused by its officers, employees, contractors, subcontractors, agents, or representatives.

3. Convergent shall fully and finally complete to the City's satisfaction the installation of the System Equipment within ninety (90) days following Convergent's receipt of the Notice to Proceed.



If required for the work and services of Convergent hereunder, Convergent shall promptly submit to the City for its review shop drawings, product data, samples and similar submittals, and the City shall promptly review and consider approval of such submittals. Notwithstanding any other provision hereof, City's approval, acceptance, use of or payment for all or any part of Convergent's shop drawings, product data, samples, or similar materials, or any work or services hereunder or of the project itself or any portion thereof, shall in no way alter Convergent's obligations or the City's rights hereunder. Approval, acceptance, use of, or payment by City of or for any of Convergent's shop drawings, product data, samples, or similar materials, or any work or services hereunder or of the project itself or any portion thereof, shall not constitute nor be deemed a release of the responsibility and liability of Convergent, its owners, employees, subcontractors, representatives, agents and consultants for the accuracy and competency of the same, nor shall such approval, acceptance, use or payment be deemed to be an assumption of or an indemnification for such responsibility or liability by City for any defect, error or omission in any shop drawings, product data, samples, or similar materials, or any work or services hereunder or of the project itself or any portion thereof, it being understood that City at all times is relying on Convergent's skill and knowledge in preparing and performing the same.

4. Convergent will develop, in consultation with and subject to the approval of the City, an acceptance test plan outlining the scope of, process for, and criteria for testing of the System. The purpose of the acceptance test ("**Acceptance Test**") is to demonstrate that the System meets all of the System specifications and the terms and conditions of this Agreement. Convergent shall manage the Acceptance Test and shall have primary responsibility for the testing.

5. If, upon the completion of the Acceptance Test, the System or any part thereof does not meet all of the specifications and the terms and conditions of this Agreement to the City's satisfaction, Convergent will correct the deficiencies and acceptance testing will be repeated to the extent necessary to demonstrate that the deficiencies have been corrected and approved by the City. If after ten (10) calendar days (unless further extended by the City) the System still has not met all of the specifications and the terms and conditions of this Agreement to the City's satisfaction, the City may elect to exercise any of its remedies under Section 6 of this Agreement.

6. No use of the System or any portion thereof by the City prior to the Final Acceptance Date (as hereinafter defined) shall constitute an acceptance of the System, any component thereof, or any of Convergent's services. The City's acceptance of the System may include a "punch list" of non-conforming items that are not material to the System performance, and Convergent agrees to use commercially reasonable efforts to promptly address all items on the punch list.

**C. *Price and Payment; System Acceptance.***

1. **Price.** Subject to the terms, conditions, provisions, and contingencies set forth in this Agreement, Convergent will acquire, install, implement, warrant, and provide the services described in this Agreement related to the Video Camera System in accordance with this



Agreement for the sum of One Hundred Forty Nine Thousand Seven Hundred Forty Nine and No/100 Dollars (\$149,749.00) . (the "**System Purchase Price**").

2. Payment; System Acceptance. Payment by the City to Convergent shall be in accordance with the following:

- (a) *Initial Payment.* Following the City's issuance of the Notice to Proceed, Convergent may thereafter submit to the City an invoice, in form and format satisfactory to the City, in the amount of Forty Four Thousand Nine Hundred Twenty-Four and 70/100 Dollars (\$44,924.70), which amount represents thirty percent (30%) of the System Purchase Price. The City shall pay such invoice within thirty (30) days of its receipt of the invoice.
- (b) *Payment following Delivery of System Equipment.* Upon delivery of all of the System Equipment to the location of the work, as certified to the City by Convergent in form and format as the City may require, Convergent shall submit to the City an invoice, which is in form and format satisfactory to the City, for Fifty Nine Thousand Eight Hundred Ninety Nine and 60/100 Dollars (\$59,899.60), which amount represents forty percent (40%) of the System Purchase Price. Such invoice shall include true and correct copies of any and all receipts, invoices, and other documents and materials in support of, and such additional documents, materials and information as the City may request in connection with, the invoice, the equipment, and the cost thereof. The City shall pay such invoice within thirty (30) days of its receipt of the invoice; provided the System Equipment has been properly delivered and is in good working order and to the City's satisfaction.
- (c) *Remaining Purchase Price Amounts; Acceptance.* Upon:
  - (i) the completion of the installation of the System,
  - (ii) final completion of the Acceptance Test and any additional testing of the System to ensure that the System is fully functional and operates in accordance with this Agreement and as represented by Convergent and is to the City's satisfaction,
  - (iii) the completion of the start-up assistance and training for the System, and
  - (iv) the completion to the City's satisfaction of all of other terms and conditions of this Agreement relating to the installation of the System,

the City shall give written notice to Convergent that the System has been accepted (the date of such written notice being the "**System Final Acceptance Date**"). After its receipt of such written notice, Convergent shall submit an invoice to the City for Forty Four Thousand Nine Hundred Twenty-Four and 70/100 Dollars (\$44,924.70), which amount represents thirty percent (30%) of the System Purchase Price, and the City shall pay the same within thirty (30) days following

its receipt of an invoice which is in form and format satisfactory to the City. Such invoice shall include true and correct copies of any and all receipts, invoices, and other documents and materials in support of, and such additional documents, materials and information as the City may request in connection with, the invoice, the System Purchase Price and the work performed and services provided by Convergent hereunder.

Section 3. **Insurance; Indemnity; Bonds.**

A. ***Insurance.*** Convergent, at its own expense, shall purchase, maintain and keep in force such insurance as described and in the minimum amounts set forth below:

1. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include, without limitation, contractual liability and products/completed operations (\$1,000,000 products/ completed operations aggregate). Coverage for products/completed operations must be maintained for at least two (2) years after the work has been completed.

2. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

3. Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

With reference to the foregoing insurance requirements, Convergent shall specifically endorse applicable insurance policies as follows:

1. The Town of Addison, Texas shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the Town of Addison, Texas shall be contained in the Workers Compensation and all liability policies.

4. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days notice prior to cancellation or non-renewal or material change of the insurance.

5. All insurance policies, which name The Town of Addison as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.



6. All insurance policies, which name The Town of Addison as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

8. Convergint may maintain reasonable and customary deductibles, subject to approval by the Town of Addison.

9. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to the City immediately upon execution of this Agreement, and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

2. Shall specifically set forth a 30 day notice-of-cancellation or termination provisions to the Town of Addison, with the exception of non-payment which is 12 days.

3. Upon request, Convergint shall furnish the Town of Addison with certified copies of all insurance policies.

**B. *Indemnity.***

1. (a) CONVERGINT AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS, ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (TOGETHER, "INDEMNIFIED PERSONS") FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CLAIMS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES AND COSTS (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH (A) CONVERGINT'S PERFORMANCE OF THIS AGREEMENT, (B) THE USE OF ANY PREMISES OF OR WITHIN THE TOWN OF ADDISON BY CONVERGINT OR CONVERGINT'S OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS, SUBCONTRACTORS, ASSOCIATES, OR INVITEES, OR ANY PERSON FOR WHOM CONVERGINT IS LEGALLY LIABLE ("CONVERGINT PARTIES") IN CONNECTION WITH THIS AGREEMENT, (C) THE CONDUCT OF CONVERGINT'S BUSINESS OR ANYTHING ELSE DONE OR PERMITTED BY CONVERGINT TO BE DONE IN OR ABOUT THE TOWN OF ADDISON OR IN CONNECTION WITH THIS AGREEMENT, (D) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF CONVERGINT'S OBLIGATIONS UNDER THIS AGREEMENT, (E) ANY



MISREPRESENTATION OR BREACH OF WARRANTY BY CONVERGINT UNDER THIS AGREEMENT, AND (F) WITHOUT LIMITING ANY OF THE FOREGOING, ANY NEGLIGENT ACT OR OMISSION OF CONVERGINT OR ANY OF CONVERGINT PARTIES UNDER, RELATED TO, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING DAMAGES CAUSED BY AN INDEMNITEE'S OWN NEGLIGENCE.

(b) With respect to Convergent's indemnity obligation set forth in subsection (a) of this Section 3.B.1., Convergent shall have no duty to indemnify an Indemnified Person for any Damages caused by the sole negligence of the Indemnitee.

(c) With respect to Convergent's duty to defend set forth herein in subsection (a) of this Section 3.B.1., Convergent shall have the duty, at its sole cost and expense, through counsel of its choice, to litigate, defend, settle or otherwise attempt to resolve any claim, lawsuit, cause of action, or judgment arising out of or in connection with this Agreement; provided however, that the Town of Addison, Texas shall have the right to approve the selection of counsel by Convergent and to reject Convergent's selection of counsel and to select counsel of the Town of Addison, Texas's own choosing, in which instance, Convergent shall be obligated to pay reasonable attorney fees and the expenses associated thereto. The Town of Addison, Texas agrees that it will not unreasonably withhold approval of counsel selected by Convergent, and further, the Town of Addison, Texas agrees to act reasonably in the selection of counsel of its own choosing.

(d) In the event that Convergent fails or refuses to provide a defense to any claim, lawsuit, judgment, or cause of action arising out of or in connection with this Agreement, the Town of Addison, Texas shall have the right to undertake the defense, compromise, or settlement of any such claim, lawsuit, judgment, or cause of action, through counsel of its own choice, on behalf of and for the account of, and at the risk of Convergent, and Convergent shall be obligated to pay the reasonable and necessary costs, expenses and attorneys' fees incurred by the Town of Addison, Texas in connection with handling the prosecution or defense and any appeal(s) related to such claim, lawsuit, judgment, or cause of action.

(e) The provisions of any defense, indemnity, and hold harmless obligation set forth in this Agreement shall survive the termination or expiration of this Agreement.

C. **Bonds.** Convergent shall furnish to the City bonds covering the faithful performance by Convergent of this Agreement and the payment of obligations arising hereunder (including, without limitation, the payment of all persons performing labor or providing materials under or in connection with this Contract) prior to beginning any work hereunder. In addition, Convergent shall furnish to the City, upon the completion of the System and acceptance thereof by the City hereunder, a bond securing and covering the faithful maintenance of Convergent's work for a period of one (1) year following the System Final Acceptance Date.

All such bonds shall be in a form and content, and issued by a surety company, satisfactory to Owner. All such bonds shall be in an amount equal to the Purchase Price (or applicable portion thereof) and all subsequent increases. Every bond required hereunder shall include a rider which (i) provides that the surety agrees that it consents to and waives notice of



any addition, alteration, omission, change, extension of time, or other modification to this Agreement; (ii) that any addition, alteration, omission, change, extension of time, or other modification of this Agreement, or a forbearance of either the City or Convergent, shall not release the surety of its obligations hereunder, and notice to the surety of any such matters is waived.

Section 4. **Warranty and Representations.**

A. Convergent warrants that its services and work will be provided in a professional, good and workmanlike manner, consistent with the commercially accepted best practices and standards that are in use in Convergent's line of business as of the time such services and work are provided. Convergent covenants that its services and work shall meet the City's standard work rules, security regulations or similar requirements if Convergent is informed of same. Convergent warrants and represents that it has the skills, qualifications, expertise, experience and financial capability necessary to perform the services described in the RFP, the Convergent Proposal and this Agreement in an efficient and cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for other business.

B. Convergent warrants its service and work as described in this Agreement for a period of one (1) year from and after the System Final Acceptance Date. If, during such time period, any of Convergent's work is found to be not in accordance with the requirements of this Agreement or is otherwise defective or improperly constructed, Convergent shall correct it promptly after receipt of written notice from the City to do so.

C. Convergent warrants the System and all components thereof, including all equipment, will perform in accordance with the applicable specifications therefor. This warranty is for a period of one (1) year from and after the System Final Acceptance Date. This warranty does not include damage to equipment caused solely by weather, vandalism, modifications of equipment not authorized or performed by Convergent or its authorized subcontractor or representative, or equipment misuse by the City.

D. Convergent represents and warrants that it has clear title to and the right to sell (or will have clear title to and the right to sell prior to and at the time of the sale of the items to the City) the equipment, materials, products, and other items to be delivered by Convergent hereunder. Convergent represents and warrants that it has clear title to and the right to sell or license any computer software, computer hardware and/or materials to be delivered hereunder.

E. In connection with this Agreement and prior to the System Final Acceptance Date, Convergent shall, with respect to the equipment, materials, and products described in this Agreement, assign to the City all benefits of the manufacturer's warranties on such equipment, materials, and products provided to the City, or any other guarantee which may apply to any such products, if Convergent has such benefits, warranty or guarantee. Any third party warranties shall begin on the applicable Final Acceptance Date. In addition, Convergent represents that:

1. Any third party products shall be of satisfactory quality and fit for any purpose held out by Convergent and its subcontractors;



2. Such third party products shall comply in every material respect with any specifications, drawings, samples or description provided by Convergent, and its subcontractors; and
3. Such third party products shall comply with all statutory requirements and regulations and all codes of conduct relating to the sale of such products.

F. Convergent warrants that all work performed under this Agreement shall be free and clear of liens, claims, security interests or encumbrances in favor of Convergent, its subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to this Agreement. CONVERGINT EXPRESSLY UNDERTAKES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PERSONS FROM AND AGAINST, AT THE CONTRACTOR'S SOLE COST AND EXPENSE, AGAINST ANY AND ALL ACTIONS, LAWSUITS, OR PROCEEDINGS BROUGHT AGAINST THE INDEMNIFIED PERSONS (OR ANY OF THEM) AS A RESULT OF LIENS FILED AGAINST THE WORK HEREUNDER, THE SITE OF ANY OF SUCH WORK, OR ANY OTHER PROPERTY OF THE CITY OR ANY THIRD PARTY, AND AGREES TO PAY ANY JUDGMENT OR LIEN RESULTING FROM ANY SUCH ACTIONS, LAWSUITS, OR PROCEEDINGS. Convergent shall, in connection with its work hereunder, keep the premises, improvements, and property (whether real or personal) of the City and any third party free and clear of all liens.

G. Prior to execution of this Agreement, Convergent evaluated and satisfied itself as to the conditions and limitations under which their work is to be performed, including, without limitation, the location, condition, layout and nature of the site and surrounding areas.

H. Convergent represents and warrants that it is and shall be during all time of this Agreement duly organized, validly existing, and authorized to do business and in good standing in all applicable governmental jurisdictions (including, without limitation, the State of Texas) in which the failure to so qualify would have a materially adverse effect on Convergent's ability to perform its obligations hereunder.

I. Convergent will provide support and maintenance services, during any period of warranty or any maintenance period, in accordance with the service provisions set forth in Exhibit

J. There are no actual or threatened suits or claims pending that would affect Convergent's performance under this Agreement, including any suit or claim involving Convergent's right to grant a license to use any software hereunder.

K. The City shall quietly and peacefully possess all equipment, hardware, software, and other materials provided under this Agreement, and the City's right of quiet enjoyment and use and possession of the same will not be interrupted or otherwise disturbed by 'Convergent, its officers, directors, employees, agents, successors or assigns or any person, firm or entity asserting a claim under or through Convergent.

L. To the extent of any conflict between this Section and the Convergent Proposal, the terms of this Section shall control.



M. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, THE RFP, OR THE CONVERGINT PROPOSAL, NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT.

Section 5. **Safety of Persons and Property; City's Right to Stop Work; Cumulative Rights; Time.**

A. In the performance of its work hereunder, Convergent shall take precautions for safety of, and shall provide protection to prevent damage, injury, harm or loss to:

1. employees on the work or other persons who may be affected thereby;
2. the work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of Convergent or Convergent's subcontractors; and
3. other property at any work site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

B. Convergent shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement.

C. Convergent shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, harm or loss.

D. Convergent shall erect and maintain, as required by existing conditions and performance of this Agreement, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

E. If Convergent fails to correct any of its work which is not in accordance with the requirements of this Agreement or fails to carry out or perform its work under this Agreement in accordance with this Agreement, the City, by written notice, may order Convergent to stop the work hereunder, or any portion thereof, until the cause for such order has been eliminated.

Section 6. **Termination; Damages.**

A. ***Termination for Convenience.*** The City, by written notice, may terminate this Agreement, in whole or in part at any time and for any reason whatsoever. Upon receipt of the termination notice, Convergent will stop work as specified in the notice in an orderly and expeditious manner, place no further subcontracts or orders in connection with this Agreement (except as necessary to complete the continuing portion of the Agreement, if any), terminate all subcontracts to the extent they relate to terminated work and, with the approval of City, settle all outstanding liabilities arising thereunder, deliver to City all equipment, materials, and products



(including, without limitation, any computer hardware, software, and materials) in progress, and all applicable interests in and rights thereto, and complete performance of any work not terminated. City will pay Convergent for all equipment, materials, and products delivered and installed and all of Convergent's services properly provided and performed through the effective date of termination. In the event of such termination, Convergent shall promptly repay the City any amounts paid by the City to Convergent (i) for equipment or materials not yet ordered or for which an obligation to purchase has not yet been incurred, and (ii) for any services of Convergent not yet rendered to the City.

B. ***Termination for Cause.***

1. The City may terminate this Agreement:

- (a) if Convergent refuses or fails to supply enough properly skilled workers or proper equipment or materials;
- (b) if Convergent fails to make payment to a subcontractor for materials or labor in accordance with the respective agreements between Convergent and a subcontractor;
- (c) if Convergent disregards laws, ordinances, or rules, regulations or orders of the City or any public authority having jurisdiction over the subject matter hereof;
- (d) if Convergent otherwise breaches any provision of this Agreement, including any standard or provision regarding the services to be provided to the City during any warranty or maintenance period;
- (e) for the institution against Convergent, or against a parent company or companies of Convergent, of bankruptcy, insolvency, reorganization, arrangement, debt adjustment, liquidation or receivership proceedings in which it is alleged that Convergent is insolvent or unable to meet its debts as they mature and the same is not satisfied or discharged within 90 days after such filing;
- (f) for the filing of a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof by Convergent, or adjudication as a bankrupt or insolvent in proceedings filed against Convergent;
- (g) for the appointment of a receiver or trustee for all or substantially all of the assets of Convergent;
- (h) if Convergent fails after commencement of the work hereunder to proceed continuously and with due diligence with the installation, construction and completion of the work.

2. When any of the above reasons exist, the City, without prejudice to any other rights or remedies of the City and after giving Convergent and Convergent's surety, if any, at



least five (5) days' written notice, may, terminate this Agreement and may, subject to any prior rights of the surety and in addition to any other rights or remedies of the City:

- (a) take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the City; and
- (b) finish the work by whatever reasonable method the City may deem expedient.

The cost to the City to finish the work shall be deducted from the System Purchase Price.

In the event of such termination, Convergent shall promptly repay the City any amounts paid by the City to Convergent (i) for equipment or materials not yet ordered or for which an obligation to purchase has not yet been incurred, and (ii) for any services of Convergent not yet rendered to the City.

C. ***Termination for Failure to Pass Acceptance Test.*** In the event the System or any portion thereof does not pass the System Acceptance Test, the City may, in its sole discretion and in addition to any other remedy hereunder, elect any of the following remedies:

1. Require continued refinement and retesting;
2. Accept the System with an equitable price adjustment for the non-conforming part of the System; or
3. Return the System, in whole or in part, and receive from Convergent a repayment of any funds paid to Convergent by the City under this Agreement and any damages resulting from the failure of the System to pass the Acceptance Test (and Convergent shall at its cost remove the System).

Section 7. **Documents.** To the extent of a conflict which cannot be reconciled (as determined by the City) between this Agreement, the RFP, and the Convergent Proposal, this Agreement shall control over the RFP and the Convergent Proposal, and the RFP shall control over the Convergent Proposal.

Section 8. **Assignment.** Inasmuch as this Agreement is intended to secure the specialized services of Convergent, Convergent has no authority or power to and shall not assign, transfer, pledge, delegate, license, subcontract or otherwise convey this Agreement or any right, duty or obligation hereunder or any other part hereof without the prior written consent of the City, and any such assignment, transfer, pledge, delegation, license, subcontract or other conveyance without the City's prior written consent shall be considered null and void *ab initio* and shall be cause for the City to immediately terminate this Agreement.

Section 9. **Venue; Compliance With Laws.** In the event of any suit or action under this Agreement, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of



Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

Convergent shall comply with and give notices required by all laws, ordinances, rules and regulations and lawful orders and all other requirements of public authorities bearing on its performance of and under this Agreement.

Section 10. **Entire Agreement and Modification; Severability.** This Agreement supersedes all previous agreements and constitutes the entire understanding of the Parties. Convergent shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect.

Section 11. **Survival; Rights and Remedies Cumulative.** All obligations arising prior to the termination of this Agreement allocating responsibility or liability of or between City and Convergent shall survive completion of the work and services hereunder and termination of this Agreement. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other rights and remedies, and said rights and remedies are given in addition to any other rights and remedies the Parties or either or them may have in law, in equity, or otherwise.

Section 12. **Independent Contractor.** Convergent shall, during the entire term of this Agreement, be construed to be an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, or to allow the City to exercise discretion or control over the manner in which Convergent performs the services and work which are the subject matter of this Agreement; provided always however that the services to be provided by Convergent shall be provided in a manner consistent with all applicable standards and regulations governing such services and work. In no event shall the City have control over, charge of, or responsibility for construction means, methods, techniques, sequences, or procedures for safety precautions and programs in connection with the work of Convergent hereunder.

Section 13. **Force Majeure.** In the event either the City or Convergent shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, riots, insurrections, war or other reason of like nature, where such delay, hindrance or prevention of performance shall not be within the reasonable control of the Party obligated to perform and not be avoidable by diligence, the Party so delayed shall promptly give notice to the other Party, and thereupon performance of such act shall be excused for such period of delay.

Section 14. **Notices.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent first class mail or by hand-delivery (including by reputable overnight carrier, such as Federal Express) to:



To the City:

Town of Addison  
5300 Belt Line Road  
Dallas, Texas 75254  
Attn: City Manager

To Convergent:

Convergent Technologies  
2855 Trinity Square Drive  
Suite 110  
Carrollton, Texas 75006-2347  
Attn: \_\_\_\_\_

Notice shall be deemed to have been given upon receipt. The addresses and addressees for the purpose of this Section may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

Section 16. **Authority.** Each Party hereby represents that as of the date of execution of this Agreement that it has full power and authority to enter into and to perform this Agreement, and that the undersigned officers and/or agents of the Parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of each of the respective Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

**TOWN OF ADDISON, TEXAS**

**CONVERGINT TECHNOLOGIES**

By: \_\_\_\_\_  
Ron Whitehead, City Manager

By: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

ATTEST:

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

By: \_\_\_\_\_  
Mario Canizares, City Secretary

**EXHIBIT 1**  
**TO VIDEO CAMERA MONITORING SYSTEM AGREEMENT**

[Copy of Request for Proposal]



**EXHIBIT 2**  
**TO VIDEO CAMERA MONITORING SYSTEM AGREEMENT**

[Copy of Convergent Proposal]



## Security Proposal

**Date:** July 24, 2006

**Quotation:** 2010300372

**To:** City of Addison  
  
16801 West Grove Drive  
Addison, TX 75001

**Project:** City of Addison - IP Camera &  
4.9GHZ Wireless Bid

**Attn:** Hamid Khaleghipour

**From:** Convergent Technologies LLC  
Phil Kertz  
phil.kertz@convergent.com

**Mobile:** (972) 989-9282

**Direct:** (469) 568-7900

**Fax:** (469) 568-7901

Convergent Technologies is please to provide this proposal for your consideration. All components are w arranted for a period of one (1) year, unless otherw ise specified, against all defects in material workmanship. This quotation shall remain firm for a period of forty-five (45) days from the proposal date, and price is based upon delivery of equipment w ithin three (3) months. Convergent Technologies payment terms are net 30

## Security System Scope of Work

### City of Addison - Sony NVR & Sony PTZ Cameras

Proposal includes:

- Sony RSM Software 32 Channels
- Dell Server - RAID 5 Dual Processor
- Agile Mesh/Firetide Wireless Units
- Sony PTZ Cameras
- Pole mounting hardware
- 10' Poles for temporary mounting
- Installation labor
- Programming labor
- Lifts



## Agile 4.9GHZ Wireless Mesh Equipment

Proposal includes:

- 22 - Firetide Public Safety - Outdoor 4.9GHZ Wireless Mesh Units for interface with the Sony IP cameras
- 22 - 4.9GHZ antennas

2 - Fixed and 2 - PTZ cameras will be doubled up (Firetide Mesh Units are dual Channel) at ATM's = 18 Mesh Units

2 - Mesh Units for long range shot to Fire Station

2 - Mesh Units for portable PTZ set-up

2 - PTZ Cameras and Mesh units for temporary installation

Installation, programming and testing is included in pricing

Note: Agile Mesh and Convergent will assist the City of Addison with obtaining the 4.9GHZ Public Safety FCC license  
City of Addison is responsible for all licensing paperwork for the 4.9GHZ PS frequency

City of Addison will also supply all network switches as required for interface with the wireless mesh equipment

Proposal assumes 110VAC is available at each camera location on existing light poles

**End of Security System Scope of Work**

# Performance Items

Yes	No	Description
/		Material (listed on the BOM)
/		Freight (prepaid)
	/	Applicable Taxes
/		One-Year Warranty on Parts
/		One-Year Warranty on Labor
	/	Low Voltage Permits
	/	Electrical Installation Permit
/		Engineering and Drawings
/		Record Documentation (As-Built)
/		System Programming
/		Project Management
/		Mounting/Termination of Proposed Devices
/		Testing of all Proposed Devices
/		Operations & Maintenance Manuals
/		Owner Training
/		System Meets Plans/Drawings
	/	System is Design-Build
	/	Payment & Performance Bonds
/		Installation of Wire and Cable
	/	Installation of Conduit and Boxes
	/	Installation of Wire Hangers
	/	Specialty Back Boxes

Yes	No	Description
	/	Installation of Specialty Back Boxes
	/	Connection to Building Fire Alarm Panel
	/	Installation & Power of Control Panels
/		Installation & Power of CCTV Cameras
	/	Installation & Power of Intrusion Panels
	/	Installation & Power of Intercom System
	/	Installation & Power of DVR's
	/	120 VAC Power Receptacles
/		Lifts and Hoists
	/	FLoor Coverings for Lifts and Hoists
	/	Fire Stopping (Excludes Existing Penetrations)
	/	Patching and Painting
	/	Electrified Door Locking Hardware
	/	Additional Lighting Requirements for Cameras
	/	Ceiling Tiles and Ceiling Grid Repairs
	/	On-Site Lockable Storage Facility
	/	Vertical Core Drilling
	/	Horizontal Core Drilling
	/	Servers by Convergent
	/	Servers by Others
	/	Workstations by Convergent
	/	Workstations by Others



IP Camera & 4.9 GHZ Mesh

2010300372

No	Qty	Part	Description	Unit Price	Ext. Price
<b>Video Recorder &amp; LCD Monitors</b>					
1	4	32 LCD	32" LCD VGA Monitor	\$1,533.33	\$6,133.32
2	1	IMZRS332	REAL SHOT MANAGER V3 WITH 32 LICENSE	\$3,424.80	\$3,424.80
3	1	DELL 1800	2.8 GHz Power Edge 1800, Rack mountable with versarail, dual processor Xeon, Dual Power supplies, 1 GB Ram, SATA card Raid 5, four 500GB HD Windows Server 2003, 48X IDE CD Rom, Quietkey Keyboard, two button Mouse, 3yr Basis Warranty.	\$5,733.33	\$5,733.33
<b>Sony Fixed IP Cameras</b>					
4	5	SNCDF70N	RUGGED MINIDOME NETWORK CAMERA	\$966.22	\$4,831.10
5	3	T24300WP	CCTV Outdoor Power Supply- Single Output, 24VOutdoor/300VA - For CCTV & Outdoorcess Control. In NEMA 4 outdoor enclosure 12"H x 8"W x 6"D	\$188.70	\$566.10
6	5	AV 7601	Antenna 4.9GHZ	\$200.00	\$1,000.00
7	5	AM 3203 PS	Firetide Outdoor Mesh Unit - PS 4.9GHZ	\$2,521.05	\$12,605.25
8	5	LMR-400	Cable RP-TNC to N-Male	\$60.00	\$300.00
9	5	SUPPRESSOR	Lightning Suppressor	\$73.33	\$366.65
<b>4.9 GHZ Wireless Mesh - PTZ's &amp; Mesh Equipment to Transmit to Fire Station</b>					
10	15	AV 7601	Antenna 4.9GHZ	\$200.00	\$3,000.00
11	15	AM 3203 PS	Firetide Outdoor Mesh Unit - PS 4.9GHZ	\$2,521.05	\$37,815.75
12	15	LMR-400	Cable RP-TNC to N-Male	\$60.00	\$900.00
13	15	SUPPRESSOR	Lightning Suppressor	\$73.33	\$1,099.95
14	13	SNCRZ30N	NETWORK COLOR CAMERA NTSC	\$1,660.62	\$21,588.06
15	13	UNI-PMA1	Pole Mount Adaptor	\$42.86	\$557.18
16	13	UNI-WMB1	Gooseneck Wall Mount	\$92.86	\$1,207.18

IP Camera & 4.9 GHZ Mesh

2010300372

No	Qty	Part	Description	Unit Price	Ext. Price
17	13	UNI-ORS7C1	Outdoor Camera Housing - Vandal Resistant with heater, blower	\$650.00	\$8,450.00
18	13	T24300WP	CCTV Outdoor Power Supply- Single Output, 24VOutdoor/300VA - For CCTV & Outdoorcess Control. In NEMA 4 outdoor enclosure 12"H x 8"W x 6"D	\$188.70	\$2,453.10
<b>Portable IP - Pan Tilt &amp; Zoom Sony Cameras</b>					
19	2	AM 3203 PS	Firetide Outdoor Mesh Unit - PS 4.9GHZ	\$2,521.05	\$5,042.10
20	2	AV 7601	Antenna 4.9GHZ	\$200.00	\$400.00
21	2	LMR-400	Cable RP-TNC to N-Male	\$60.00	\$120.00
22	2	SUPPRESSOR	Lightning Suppressor	\$73.33	\$146.66
23	2	SNCRZ30N	NETWORK COLOR CAMERA NTSC	\$1,638.18	\$3,276.36
24	2	UNI-PMA1	Pole Mount Adaptor	\$42.86	\$85.72
25	2	UNI-WMB1	Gooseneck Wall Mount	\$92.86	\$185.72
26	2	UNI-ORS7C1	Outdoor Camera Housing - Vandal Resistant with heater, blower	\$650.00	\$1,300.00
27	2	T24300WP	CCTV Outdoor Power Supply- Single Output, 24VOutdoor/300VA - For CCTV & Outdoorcess Control. In NEMA 4 outdoor enclosure 12"H x 8"W x 6"D	\$188.70	\$377.40
28	2	SSS10B4-4R40	Camera Pole - 10 Feet	\$428.57	\$857.14
29	2	LIFT	Man Lift 30' To mount cameras on poles	\$857.14	\$1,714.28
Equipment Total					\$125,537.15
Installation					\$24,211.85
Total					\$149,749.00





## Alternates

- NA

## Clarifications and Exclusions

- All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
- Cameras will be mounted on existing light poles with the exception of the 2 - portables
- Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
- Customer to provide static IP addresses and network connections at panel locations.
- Customer to provide a secured staging & storage area for project related materials.
- Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
- Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent Technologies for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
- Proposal does not include sales tax.
- Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
- Convergent Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.

# Project Investment

**Total Project Investment:**

**\$149,749.00**

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Thank you for considering Convergent Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and fax directly to our office.

Sincerely,

---

Convergent Technologies

Phil Kertz

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

---

Customer Name (Printed)

---

Date

---

Authorized Signature

---

Printed Name/Title





## Terms and Conditions

### SECTION 1. THE WORK

The Seller agrees to perform the Work provided in this Proposal and all exhibits and attachments in a good and workmanlike manner in compliance with the terms of this Proposal. Seller shall provide and pay for all labor, materials, equipment, tools, supervision, permits, programming, testing, startup and documentation required to perform the Work. Purchaser agrees to provide Convergent Technologies with required access to all otherwise secured project site locations which are necessary to complete the specified scope of work.

### SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on our interpretation of plans and specifications. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Credit for excess items will only be allowed when materials are returned with approved authorization forms issued by Convergent Technologies LLC. Restocking fees may apply. The amount of any associated sales, use, occupancy, excise, or other tax, federal, state, or local which Convergent Technologies is legally obligated to pay, either on its own behalf or on behalf of the Purchaser, shall be included in the price of such materials to the Purchaser.

### SECTION 3. INVOICE REMITTANCE AND PAYMENT

Payment Terms are net 30 unless otherwise defined in the Proposal. If alternative payment terms are required by owner, additional costs may be incurred. All invoices shall be payable upon receipt in United States currency, free of exchange, collection, or any other related charges. Invoices shall not include or be subject to a project retention percentage. If the Purchaser becomes overdue in payment of such invoices, Convergent Technologies shall be entitled to suspend work, and be entitled to an interest charge at the annual rate of 18% or the maximum rate permitted by the laws of the State of Illinois.

### SECTION 4. PERFORMANCE OF THE WORK

In accordance with the mutually agreed project schedule, the Seller shall promptly submit Shop Drawings, Product Data, Samples and similar submittals if required for performance of the work and Buyer shall promptly approve such submittals.

The Seller shall secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work if included in the scope of work. Seller shall have the right to hire subcontractors and material suppliers to perform part of the Work but Seller remains responsible for the completion of the Work in a good and workmanlike manner.

### SECTION 5. WARRANTY

The Seller warrants to the Owner, Prime Party and Buyer that Work performed under this Proposal will be of good quality, that all equipment will be new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Proposal or Contract Documents, and the Seller shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within one (1) year from the earlier of substantial completion or first beneficial use, provided Seller is notified in writing of any defect within such one (1) year period. All products and equipment not manufactured by Seller carries only such warranty as is given by the manufacturer thereof, which Seller hereby assigns to Buyer without recourse to Seller. Upon request of Buyer, Seller will use all reasonable efforts to assist Buyer in enforcing any such third party warranties. The Seller's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Seller, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

### SECTION 6. CHANGES

Without invalidating this Proposal or any bond given hereunder, Buyer or Seller may request changes in the Work. Any changes to the Work and any adjustment to the Proposal Price or the time for completion of the Work shall be in writing signed by both Buyer and Seller. If Buyer orders any additional work or causes any material interference with Seller's performance of the Work, Seller shall be entitled to an equitable adjustment in the time for performance and the Proposal Price, including a reasonable allowance for overhead and profit.

Seller shall not be liable for delays, loss or damage caused by acts of God, theft, war, civil commotion, acts of government, fire, floods, corrosion, freeze-ups, theft, strikes or other labor problems, explosions, quarantine restrictions, delays in transportation, material shortages, malicious mischief or other circumstances beyond Seller's control.

### SECTION 7. INSURANCE

Seller shall have at a minimum, the following insurance coverage during the duration of the Work. Seller shall provide insurance certificates to Buyer prior to beginning any Work.

Workers' Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per accident/aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate

Employer's Liability, Commercial General Liability and Automobile Liability insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by an Umbrella policy.

### SECTION 8. INDEMNIFICATION

Seller shall indemnify and hold harmless the Buyer from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Seller's Work under this Proposal, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Seller or the Seller's subcontractors. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE, OR LOST PROFITS EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY

Seller agrees to comply with all laws and regulations relating to or governing the Work. Seller agrees to comply with all reporting requirements imposed by law or the Contract Documents. Seller shall comply with all safety related laws and regulations and with the safety program of the Buyer and any program required by the Contract Documents.

Seller shall not be required to work in areas where asbestos or other hazardous materials are located. If suspected hazardous materials are found, Seller may stop work in that area until Buyer removes the hazardous material or provides Seller with evidence that the area is safe.

### SECTION 10. MONITORING

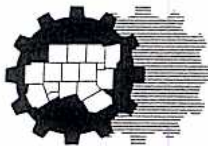
If UL Listed Monitoring is purchased, Purchaser shall be required to provide the account setup information contained in the Convergent Monitoring Service Agreement. Customer will also be required to execute the Monitoring Service Agreement prior to implementation of monitoring service.

### SECTION 11. ACCEPTANCE OF TERMS

This proposal shall become a binding contract between the Purchaser and Convergent Technologies when accepted in writing by the Purchaser. Acceptance of the attached proposal, and these terms & conditions, shall be accepted by both Purchaser and Convergent Technologies upon the signing of the attached proposal. Such acceptance shall be with the mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order.

End of Terms & Conditions of Sale.





## North Central Texas Council Of Governments

TO: City Manager

DATE: September 12, 2006

FROM: Gregg Dawson *GD*  
Emergency Preparedness  
Program's Director, NCTCOG

SUBJECT: Regional Emergency Preparedness Planning Council (EPPC) Nominations

The Council of Governments hosted an Emergency Preparedness Conference in February of 2002, which dealt primarily with the threats of bioterrorism. At the conclusion of the conference, several elected officials requested that we develop a program that would facilitate the coordination and integration of the various emergency preparedness plans of our membership and to include other stakeholders such as state and federal agencies, hospitals, and other private sector entities. By having a more integrated and coordinated emergency planning process, it is believed that the region could do a better job of responding to a large scale, catastrophic event. It would also strengthen response capabilities to other natural and human caused emergency situations.

In response to this request, our Executive Board authorized the creation of a Regional Emergency Preparedness Planning Council at its Board meeting on April 25<sup>th</sup> 2002. The Council is composed of members of elected officials from participating cities and counties. Cities are to be grouped into population brackets in accordance with population estimates. Each participating city may nominate an elected official to be considered for a seat on the Council. Each population bracket will be assured a minimum of one seat on the Council. Population brackets with one to five participating cities will be assigned 1 seat, brackets with six to eleven cities will be assigned 2 seats, and brackets with twelve or more cities will be assigned 3 seats.

Due to the two-year term limitations of the council members, it has become time to solicit new nominations from participating cities. The Executive Board will review all nominations and select members at its November 16, 2006 Board Meeting. In order to receive your nominations for the Executive Board, please return the attached form to the Emergency Preparedness Department no later than October 31, 2006.

We have included our Departmental Report, Current EPPC Roster, as well as the Nomination Form.

Please be sure to check the Emergency Preparedness website to see the current work of the council and department. [www.nctcoq.org/ep](http://www.nctcoq.org/ep)

I appreciate your support of this program and look forward to working with you to increase our regional emergency preparedness capacity even more over the next two years.

mm  
Attachments



**Emergency Preparedness Planning Council**  
**Nomination Form**

Date \_\_\_\_/\_\_\_\_/2006

Elected Official Nominated \_\_\_\_\_

Title \_\_\_\_\_ City of \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ Zip Code \_\_\_\_\_

Email Address \_\_\_\_\_ Phone Number (\_\_\_\_)\_\_\_\_-\_\_\_\_\_

What contributions could the nominated make to the council?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

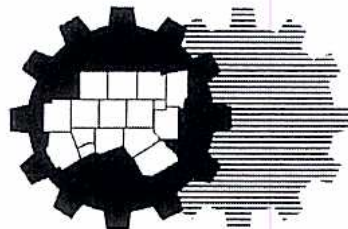
Nominated By \_\_\_\_\_

Title \_\_\_\_\_ City of \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ Zip Code \_\_\_\_\_

Email Address \_\_\_\_\_ Phone Number (\_\_\_\_)\_\_\_\_-\_\_\_\_\_



Please return the nomination form in the enclosed addressed envelope to the North Central Texas Council of Governments Emergency Preparedness Department. In order to present the nominations to the Executive Board we will need to have all nominations sent in by October 31, 2006.

FY 2007 Emergency Preparedness Planning Council Rotation Log

Please see the key below and nominate a representative for the appropriate population bracket.

First Name	Last Name	Title	Population	City	County
Margaret	Keilher	County Judge	COUNTY		Dallas
Tom	Vandergriif	County Judge	COUNTY		Tarrant
Ron	Harris	County Judge	COUNTY		Collin
Bobbie	Mitchell	Commissioner	COUNTY		Denton
Gary	Griffith	Councilmember	750,000 +	Dallas	Dallas, Collin Denton
Chuck	Silcox	Senior Councilmember	400,000-749,999	Fort Worth	Tarrant, Denton
Bob	Cluck	Mayor	250,000-399,999	Arlington	Tarrant
Randall	Dunning	Councilmember	170,000-249,999	Garland	Dallas
<b>SEEKING NOMINATION</b>			<b>80,000-149,999</b>		
<b>SEEKING NOMINATION</b>			<b>80,000-149,999</b>		
Jody	Smith	Mayor	50,000-79,999	Flower Mound	Denton, Tarrant
Bobby	Waddle	Mayor Pro Tem	30,000-49,999	DeSoto	Dallas
<b>SEEKING NOMINATION</b>			30,000-49,999		
<b>SEEKING NOMINATION</b>			30,000-49,999		
John	Mondy	Mayor	15,000-29,999	Wylie	Collin
<b>SEEKING NOMINATION</b>					
<b>SEEKING NOMINATION</b>			5,000-14,999		
<b>SEEKING NOMINATION</b>			5,000-14,999		
<b>SEEKING NOMINATION</b>			5,000-14,999		

Key:

Carrollton	Bedford	Addison
Denton	Cedar Hill	Azle
Frisco	Coppell	Crowley
Irving	DeSoto	Everman
Lewisville	Duncanville	Forest Hill
McKinney	Grapevine	Glenn Heights
Richardson	Haltom City	Highland Park
	Hurst	Highland Village
	Keller	Kennedale
	Lancaster	Lake Dallas
	Mansfield	Lake Worth
	The Colony	Murphy
	Wylie	Richland Hills
		River Oak
		Seagoville
		Trophy Club





# North Central Texas Council of Governments Department of Emergency Preparedness

## Departmental Report

### Words from the Director

#### Spotlight:

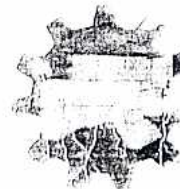
- New EP Website
- SNS Drill was a success! More on page 5.
- You can now register for training classes on our website.
- Keep your contact information current using LOCATE. More on page 10.
- We are now accepting nominations for the Hot Stuff Award. More on page 2.

We have moved quickly through the first half of 2006 and taken on most everything that has been thrown at us. We may have become "quicker, faster and smarter" in 2005 and early 2006, but we are now also faced with many new challenges such as shelter and evacuation planning requirements, less funding, and short timelines that further tax an already overburdened and understaffed Emergency Management workforce. National plan reviews, capability assessments, implementation plans, strategy development, and a range of exercise requirements, among other things, all continue to stretch our stakeholders to the limit. Nonetheless, we achieved everything we set out to achieve in our previous year's forecast.

The Urban Area Security Initiative (UASI) grant managers and the State Homeland Security Grant Managers, known as the Regional Emergency Preparedness Advisory Committee or (REPAC), worked hard to mesh regional goals with state and federal strategies and goals while keeping the interests and needs of citizens in the North Central Texas area at the forefront. These combined programs, which provided for over 30 million dollars worth of regional projects over the past year, some new and some of which are ongoing, must now face the challenge of re-prioritization and nearly a 50% combined funding cut.

responders, SWAT teams and a number of other disciplines in the region. These subcommittees will help guide many of our regional projects as technical advisors. The governance structures used in managing the SHSP and UASI programs have received continued and notable praise from our state and federal partners as an example of how to do things. Our Citizens Corps Council program also continues to lead the state with 23 CERT teams in our region, helping Texas to now lead the nation in CCC activity. — Gregg Dawson

The efforts of these groups spawned about 15 smaller regional working groups or subcommittees for hazardous materials



#### Inside this issue:

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### Looking to the Future

In our immediate future, we will face drastically reduced funding, several regional exercises, efforts to combine funding streams and deliverables from a myriad of grant programs, updating/upgrading of emergency operations plans, National Incident Management System compliance, state and regional strategy implementa-

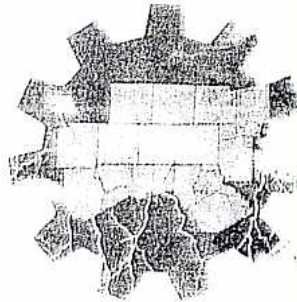
tion and development of a regional coordination plan (RCP). We are proud to say that the RCP is well on its way with over 40 regional stakeholders from a wide range of disciplines already finished with phase one of the project, well ahead of our tasking by the state. Please look for information on the RCP and other programs at

[www.ncicog.org/ep](http://www.ncicog.org/ep) where you will be able to check the regional calendar, provide suggestions and feedback on any subject, visit the photo gallery or cast you vote for a potential "Hot Stuff Award" winner. Thanks again for your support and dedication to public service. Now, read on to see what we've been up to.



# Department of Emergency Preparedness Mission

*The primary mission of the Department of Emergency Preparedness is to build a foundation for lasting partnerships and proactive Emergency Preparedness in North Central Texas through advocacy, information sharing, and collaboration. The department accomplishes this mission by leveraging existing efforts and resources across discipline lines and to explore new opportunities in which many public and private agencies can work together in strengthening regional emergency preparedness; and acting as a convener, coordinator, communicator and advocate for training, planning, partnering, and funding opportunities from local, state, federal or private resources. The department also partners with state and federal agencies that are charged with emergency management mitigation, training, response and recovery responsibilities.*



## Emergency Preparedness Planning Council (EPPC)

### **EPPC Members**

- Dallas – Gary Griffith
- Fort Worth — Chuck Silcox
- Arlington – Dr. Bob Cluck
- Garland – Randall Dunning
- Mesquite – John Monaco
- Carrollton – Tim Hayden
- Flower Mound – Jody Smith
- Coppell – Thom Suhy
- DeSoto – Bobby Waddle
- Wylie – John Mondy
- Benbrook – Rick Allison
- Sachse – Charles Smith
- Saginaw – Frankie Robbins

### **Counties**

- Dallas – Margaret Keliher
- Tarrant – Tom Vandergriff
- Collin – Ron Harris
- Denton – Bobbie Mitchell

### **Meetings Moved From Friday to THURSDAY!**

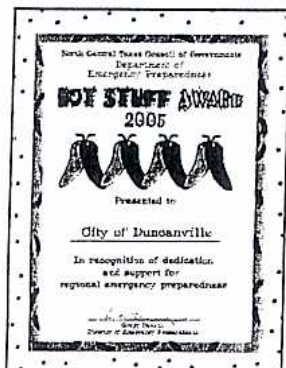
The Council, which is a group of local elected officials from the 4 metropolitan counties, was created to provide guidance and recommendations for the Emergency Preparedness department and the NCTCOG Executive Board. There are currently 19 members representing small, medium, and large jurisdictions. The Council meets every two months to review staff projects and provide guidance on regional policies. For more information, please contact Molly McFadden at 817-608-2322 or at [mmcfadden@nctcog.org](mailto:mmcfadden@nctcog.org).

### **EPPC Meeting Schedule**

Thursday, July 13, 2006  
\*9:30 AM to 11:30 AM

Thursday, September 14, 2006  
\*9:30 AM to 11:30 AM

Thursday, November 9, 2006  
\*9:30 AM to 11:30 AM



*We are now accepting nominations for the Hot Stuff Award. If you would like to nominate someone, please go to <http://www.nctcog.org/ep/forms/HotStuff.asp> in order to fill out and submit a nomination form.*

**All meetings are at:**  
NCTCOG  
616 Six Flags Drive  
Arlington, Texas 76011



# State Homeland Security Grant Program (SHSP) and Law Enforcement Terrorism Prevention Program



Mobile Command Post—  
City of Irving

FY06 State Homeland Security Program (SHSP) and Law Enforcement Terrorism Prevention Program (LETPP) call for projects started in the NCTCOG region in April 2006 with approximately 122 projects vying for a portion of the \$3 to 6 million expected for the region. The grant programs are intended to support activities involving terrorism preparedness and to build and enhance capabilities at the state and local level. Submitted projects were encouraged to take a regional approach to help strengthen preparedness to any unexpected incident; with funding helping to support the National Preparedness goal and the four mission areas of homeland security; to prevent, protect, respond and recover from an incident as it relates to terrorism.

Whereas SHSP projects are intended to help enhance capabilities of state and local governments, LETPP projects seek to provide law enforcement and public safety increased support by helping to gather intelligence through fusion centers, hardening high value targets, planning strategically, continuing building interoperable communications, and collaborating with non-law enforcement partners, other government agencies and the private sector.

The Regional Emergency Preparedness Advisory Committee (REPAC) scored the FY06 projects in a multi phased process starting in early May 2006. Final voting for all of the projects was held in early June 2006 with projects starting soon afterwards. Please contact Shad Lancaster for more information at 817-608-2323 or at [slancaster@nctcog.org](mailto:slancaster@nctcog.org).

## Citizens Corps Council (CCC)



Community Emergency  
Response Team (CERT)

As part of the USA Freedom Corps initiative endorsed by President Bush in 2002, a number of community-based activities are being coordinated throughout the region. Citizens Corps Councils are designed to bring together first responders and a variety of volunteer & community based organizations to focus on community preparedness. There are currently 23 CERT Teams and Citizens Corps Councils. Approximately \$208,876 in local grants were provided from the State to support these efforts based on recommendation of the NCTCOG. NCTCOG has coordinated four CERT Train the Trainer courses in 2005, resulting in over 50 new CERT trainers.

Please contact Kathryn Cane at 817-695-9233 or at [kcane@nctcog.org](mailto:kcane@nctcog.org) for more information.

### *Citizen Corp Meetings*

\*August 22, 2006  
1:30pm-3:30pm

\*December 7, 2006  
9:00am-11:00am

\*February 6, 2006  
9:00am-11:00am

NCTCOG  
616 Six-Flags Drive  
Arlington, Texas 76011

## Urban Area Security Initiative (UASI)

To date, the Metropolitan Urban Area (MUA) has received in excess of \$70 million in UASI funds. The UASI Program provides financial assistance to address the unique planning, equipment, training, and exercise needs of high-threat, high-density urban areas, and to assist them in building and enhancing a sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism. The MUA includes the Core City and County of Dallas with the contiguous supporting counties of Collin, Denton, Kaufman, and Rockwall; Core City of Fort Worth and Core County of Tarrant with contiguous supporting Counties of Denton, Parker and Wise; Core City of Arlington and the Core County of Tarrant with contiguous supporting County of Johnson. The NCTCOG is providing assistance to the Core Cities and their contiguous partners with program management and strategy implementation on this project.

Contact Mistie Gardner for more information at 817-608-2311 or at [mgardner@nctcog.org](mailto:mgardner@nctcog.org).



**Regional Emergency Preparedness Advisory Committee (REPAC)**- was created in November 2004 to act as a technical committee to the Emergency Preparedness Planning Council (EPPC). The EPPC serves in an advisory role to the NCTCOG Executive Board by providing policy direction and oversight regarding the region's coordination and management for emergency preparedness and response. REPAC is made up of 37 members from a range of disciplines including emergency management, fire, law enforcement, public health, independent school districts, private sector and transportation. The group's initial focus is to review and approve regional state homeland security grant projects and subsequently ensure the projects follow state and federal guidelines for project implementation. Other activities REPAC helps to coordinate include regional strategic planning regarding emergency preparedness and helping to develop and ensure regional preparedness for response to significant incidents.

**Meeting Schedule:**

NO MEETING July 4 <sup>th</sup>	NO MEETING July 4 <sup>th</sup>	NO MEETING July 4 <sup>th</sup>
Tuesday – July 11, 2006	1:00 – 3:00	3 <sup>rd</sup> Floor Transportation Board Room
Tuesday – July 25, 2006	9:30 – 11:30	3 <sup>rd</sup> Floor Transportation Board Room
Tuesday – August 8, 2006	1:00 – 3:00	3 <sup>rd</sup> Floor Transportation Board Room
Tuesday – August 22, 2006	9:30 – 11:30	3 <sup>rd</sup> Floor Transportation Board Room



**Emergency Managers Roundtable (REM)** - This is a forum held quarterly for local emergency managers to network, share common experiences, and receive updates from staff regarding projects for local emergency managers.

**Meeting Schedule:**

August 8, 2006	11:00 - 1:30	4th Floor Committee Room
November 7, 2006	11:00 - 1:30	4th Floor Committee Room

For the latest information on training, events and meetings, be sure to check the regional calendar at <http://www.nctcog.org/ep/calendar/index.asp>



## Mutual Aid



In order to reach state strategic goals, implement regional response, and facilitate evacuation, a statewide and regional mutual aid system is imperative. The Emergency Management Association of Texas is working through discussion documents with all stakeholders to take before the Senate Committee on Transportation and Homeland Security this summer. To view the current discussion document, please go to [www.emat-tx.org](http://www.emat-tx.org).

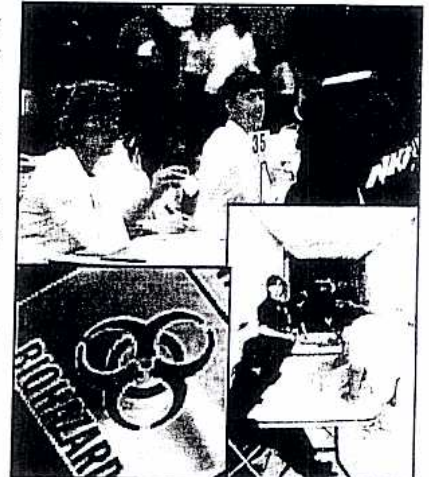
In the mean time, the state and region are promoting the three tiered system. Tier I will link the cities in a county to the county. Tier II links the counties within a COG region together. Tier III will link the COG in the state of Texas together. To view current templates of the Tier I and II documents, please go to [http://www.nctcog.org/ep/legal/local\\_documents/Mutual\\_Aid\\_Templates/MutualAid.asp](http://www.nctcog.org/ep/legal/local_documents/Mutual_Aid_Templates/MutualAid.asp).

For more information, please contact Molly McFadden at 817-608-2322 or at [mmcfadden@nctcog.org](mailto:mmcfadden@nctcog.org).

## Strategic National Stockpile (SNS)

On August 9, 2005 the State of Texas conducted a Strategic National Stockpile (SNS) disaster drill to test the dissemination of medication and vaccines to the general population in the event of a bioterrorism attack. This drill was the largest ever attempted in the country and included seven counties with a total of 7,000 victims! The Emergency Preparedness Department assisted the state by recruiting 3,000 patient volunteers. These volunteers helped to simulate Community Emergency Medication Clinics activations. The support from our region was outstanding and the exercise was a definite success. Based on recommendations made in the After Action Review of the exercise, the State of Texas is currently creating a State SNS Plan.

If you have any questions, please contact Mistie Gardner at 817-695-2311 or at [mgardner@nctcog.org](mailto:mgardner@nctcog.org).



## Cities Readiness Initiative (CRI)

Since 1999, the Federal government has expended significant effort and resources to enhance the safety of Americans to biological events through the development of the Strategic National Stockpile (SNS). The initial efforts have been primarily at the state level. As a natural next step, the Center for Disease Control (CDC), the Texas Department of State Health Services (DSHS) and the North Central Texas Council of Governments (NCTCOG) are working with local jurisdictions to make full and effective use of the SNS in the event of a possible biological terrorist attack. This will be accomplished through the Cities Readiness Initiative (CRI). Special funding, training, and equipment will be provided to twelve counties in our region. They include: Collin, Dallas, Delta, Denton, Ellis, Hunt, Johnson, Kaufman, Parker, Rockwall, Tarrant, and Wise. These jurisdictions have developed plans and infrastructure so they are prepared to provide medications within 48 hours of an event to their entire population. To date, the officials for all twelve counties have approved several designated sites within their perspective counties to serve as Community Emergency Medication Clinics (CEMC), and all twelve have a volunteer coordinator in place to organize volunteers who will staff these sites. Furthermore, these counties have the capability to open CEMC sites today if necessary.

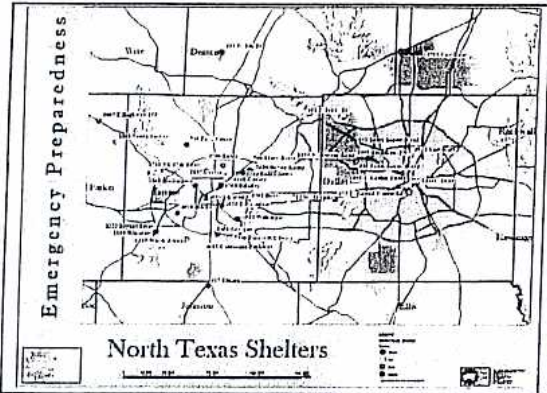
If you have any questions, please contact Mistie Gardner at 817-695-2311 or at [mgardner@nctcog.org](mailto:mgardner@nctcog.org).





# Mapping

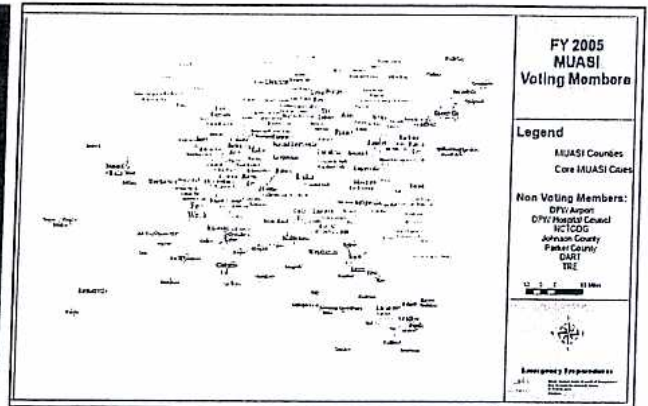
The Emergency Preparedness Department now has a full-time GIS Analyst to help you with your mapping needs. Over the past 6 months several mapping projects have been completed. An online interactive shelter map was created for use by FEMA and the area EOC's during the Hurricane Katrina and Hurricane Rita evacuations. Maps have also been created for the DFW Hospital Council and the Metropolitan Urban Area Security Initiative. Future mapping projects are on schedule to aid the Regional Emergency Preparedness Advisory Council (REPAC) in their funding decisions this summer. For more information or to request a map, contact Amanda Everly at 817-695-9214 or [aeverly@nctcog.org](mailto:aeverly@nctcog.org).



Shelter map used in Hurricane Katrina evacuations

Would you like  
a copy of a  
map?

Call  
817-695-9214



Map created for MUASI 2005 voting members.

# Emergency Preparedness Website

Our web site has a new look! After many months of hard work we have created a site with a more professional appearance, easier navigation, and new features. The new website can be found at [www.nctcog.org/ep](http://www.nctcog.org/ep). Make sure to check out the website for the most up to date information on meetings, programs, trainings, and other important information



# Volunteer and Donations Management

The Volunteer and Donations Management Committee facilitates the communication and coordination among regional jurisdictions and agencies regarding the need for, and availability of, donations and volunteer services before, during, and after an incident or disaster. Through the Volunteer and Donations Management Committee the Regional Volunteer Organizations Active in Disasters (R-VOAD) was created and tasked with developing a regional plan for Volunteers and Donations Management. The R-VOAD Group incorporates volunteer and donation agencies that have primary responsibility for the management of volunteer services and donated goods. This regional plan will provide a great resource for volunteer and donation agencies to follow in the event of a regional incident or disaster.



For more information, please contact Kathryn Cane at 817-695-9233 or at [kcane@nctcog.org](mailto:kcane@nctcog.org).



## Interoperability

Interoperable Communications is a joint effort of the North Central Texas Council of Governments' Departments of Community Services and Emergency Preparedness. With Homeland Security funds through the Department of Emergency Preparedness, Community Services has planned and coordinated the interoperability efforts over the last several years. What is Interoperable Communications? It is the ability of public safety agencies and first responders to voice-communicate on demand and in real time. The purpose of working with area public safety agencies is to enable and improve interoperability throughout the region through two major initiatives.

The **Regional Interoperable Communications Initiative** focuses on Regional Interoperability across the 16-county region. This initiative has been ongoing for three years and is in its final stage of implementation, the procurement and installation of interoperable equipment. The initiative's goal is to meet the Texas Division of Emergency Management's requirement of accomplishing Communications Level Four by the end of 2006. The Level Four standard allows communications via dispatcher, or unmanned or mobile gateways.

The **Tactical Interoperable Communications Plan** focuses on the ability of first responder personnel to communicate during a catastrophic event requiring a multiple agency response. Emphasis of this initiative is placed on communications procedures, preplanning, asset documentation and on-scene assignment, full-scale exercises, and multi-agency coordination.

For more information about Interoperable Communications, contact Fred Keithley, Director of Community Services and Public Safety Communications at 817-695-9171 or Jonathan "CJ" Holt, Public Safety Radio Communications Coordinator at 817-695-9142 or at [jholt@nctcog.org](mailto:jholt@nctcog.org). Information can also be found on the web at <http://www.nctcog.org/cs/radio/>.

## National Incident Management System (NIMS)

The National Incident Management System (NIMS) was developed by the Secretary of Homeland Security at the request of the President after he issued Homeland Security Presidential Directive (HSPD) – 5 in February 2003. The system is intended to provide effective emergency preparedness practices into a comprehensive national framework for incident management. The NIMS will enable responders at all levels to work together more effectively to manage domestic incidents no matter what the cause, size or complexity. The benefits of implementing the NIMS system will be significant:

- Standardized organizational structures, processes and procedures;
- Standards for planning, training and exercising, and personnel qualification standards;
- Equipment acquisition and certification standards;
- Interoperable communications processes, procedures and systems;
- Information management systems; and
- Supporting technologies – voice and data communications systems, information systems, data display systems and specialized technologies

For jurisdictions to continue receiving FY06 Homeland Security Grant Program (HSGP) funding they must be FY06 compliant by September 30, 2006. Important items that must be completed for NIMS compliance are:

- Adopt NIMS at the local level through executive order
- Update basic Emergency Management Plans by addressing NIMS in Annexes B, I, M, N, V, D, F, H, and K by October 1, 2006.
- Completed NIMS training requirements relevant to their duty position. Courses that should be completed are IS 700, IS 800, ICS 100 and ICS 200.

For additional NIMS information please go the NCTCOG website at <http://www.nctcog.org/ep/nims/index.asp> or the FEMA website at <http://www.fema.gov/emergency/nims/index.shtml>.

For more information, please contact Shad Lancaster at 817-608-2323 or at [slancaster@nctcog.org](mailto:slancaster@nctcog.org).



# Regional Homeland Security Training

The EP department has assisted in a wide variety of exercises and training for first responders, public health and medical, public works, and elected officials. The following is a summary of training that will take place over the next year. For registration information, please see the following site: <http://www.nctcog.org/ep/training/>. For more information, please contact Skyla Biggers at 817-695-9216 or at [sbiggers@nctcog.org](mailto:sbiggers@nctcog.org).

## **\*\*Debris Management Course**

This course is designed to provide local officials who may have to manage debris removal and disposal in the aftermath of a tornado, flood, or hurricane with the knowledge and skills to do so. The course covers staff development, pre-disaster planning, local response and recovery actions, contracting procedures, selecting and operating a temporary debris storage site, volume reduction methods, environmental regulations, and dealing with special debris situations.

## **\*Weapons of Mass Destruction: Incident Management /Unified Command Course**

The course brings together those senior emergency response personnel from within a jurisdiction, and other local and/or state agencies, who would be required to prevent, manage, or react to a WMD or terrorist incident within their community and focuses on the special challenges faced by senior-level incident managers in dealing with a WMD or terrorist incident.

## **\*Public Works: Planning for and Responding to Weapons of Mass Destruction and Terrorism Incidents Course**

This course provides a unique opportunity for public works employees to acquire the knowledge, skills and attitudes necessary to help them protect public safety and infrastructure from the threat of a WMD/terrorism incident.

## **\*Senior Officials Workshop for Weapons of Mass Destruction and Terrorism Incident Preparedness Course**

The purpose of this course is to provide a forum to discuss the strategic and executive-level issues and challenges related to WMD/terrorism preparedness, share proven strategies and practices, and enhance teamwork and coordination amongst the city's senior officials responsible for emergency response to a WMD/terrorism incident.

## **\*Operational Weapons of Mass Destruction Response for Law Enforcement Train-the-Trainer Course**

This 24-hour Train-the-Trainer course is designed to address specific fundamentals and skills associated with an emergency response to a WMD incident. As such, it provides detailed technical information and includes hands-on practice of actions required of emergency responders in WMD incident situations.

## **\*Weapons of Mass Destruction Tactical Operations Course**

WMD Tactical Operations is designed to address technical functions associated with a tactical law enforcement response to a WMD incident. As such, it provides detailed technical information to include hands-on practice of actions required of tactical law enforcement officers in WMD situations.

## **\*Advanced Course for Radiological Monitoring**

This performance-based (hands-on) course for local radiological response team members is designed to provide members with an understanding of their roles, responsibilities and functions and with a fundamental knowledge of radiation and radiation protection.

## **\*Weapons of Mass Destruction Awareness Level Training**

The WMD Awareness-Level Training Course is a six-hour program that provides emergency responders with awareness-level instruction on recognition, avoidance, isolation, and notification techniques in a WMD environment. The course covers prevention and deterrence and chemical, biological, radiological, nuclear, and explosive (CBRNE) hazards.







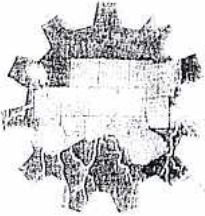
616 Six Flags Drive  
Centerpoint Two, Suite 200  
Arlington, Texas 76011

P.O. Box 5888  
Arlington, Texas 76005

Phone: 817-608-2371  
Fax: 817-608-2372  
E-mail: [www.nctcog.org/ep/](http://www.nctcog.org/ep/)

## **Regional Calendar**

**[www.nctcog.org/  
ep/calendar/  
index.asp](http://www.nctcog.org/ep/calendar/index.asp)**



## ***Upcoming Events***

- IAEM 2006 Annual Conference & EMEX Exhibit, Nov. 12-15, 2006, Orland Florida
- Texas Homeland Security Conference  
November 27, 2006– December 1, 2006  
Location - TBA
- Texas Conference on Regionalism  
October 4-6, 2006  
Westin Galleria Hotel - Houston, Texas

## **Communication Tools**

**Website:** [www.nctcog.org/ep/](http://www.nctcog.org/ep/) The North Central Texas Emergency Preparedness Website is a good tool for local governments to receive updated information regarding meetings, programs, grants, links, and other resources.

**Regional Calendar:** <http://www.nctcog.org/ep/calendar/index.asp> The Regional Calendar, featured on the department website, provides the most up to date details regarding events in the region. Local governments have an opportunity to advertise their events on the calendar. Trainings, exercises, meetings, and conferences in the region are all featured on the calendar.

**LOCATE - Local Online Tools and Contacts for Emergency Preparedness:** <http://locate.nctcog.org>  
– LOCATE is a secure web based data management tool secured by 4 levels of access. The database current holds over 7,000 entries and various list serve groups. LOCATE is currently in the beta-testing phase and is scheduled for release in the Summer of 2006. Locals will be able to access and maintain their own information, as well as access the other data, as their access level allows.

Gregg Dawson  
Emergency Preparedness Program's Director  
817-608-2321  
[gdawson@nctcog.org](mailto:gdawson@nctcog.org)

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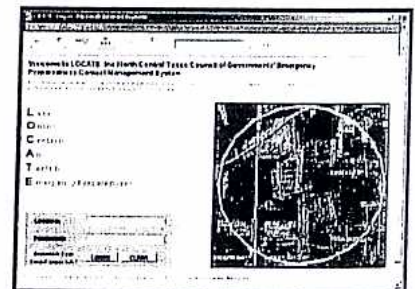
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Renee Green  
Administrative Assistant II  
817-608-2371  
[rgreen@nctcog.org](mailto:rgreen@nctcog.org)



**Front page of LOCATE.**



**Theatre Consultants Collaborative, LLC**

13 July 2006

PRINCIPAL OFFICE  
6600 Manor Hill Court  
Chapel Hill, NC 27516  
T 919.929.7443  
F 919.929.4519

Ron Whitehead, City Manager  
Town of Addison  
Town Hall  
5300 Belt Line Road  
Dallas, TX 75001-9010

**Re: Addison Conference and Theatre Center Addition, Addison, TX**

Dear Mr. Whitehead:

Thank you for the opportunity to submit this proposal for theatre consulting services to assist with programming, conceptual design and site selection for a new 400- to 500-seat theatre as an addition to the Addison Conference and Theatre Center. *(Either at the site of the existing Addison Conference Center or at another Addison location.)*

Below you will find an initial scope of services and a fee proposal based on our understanding of the project. It is anticipated that our work will help clarify the design direction, which will assist you and your colleagues in determining appropriate strategies for achieving this new facility.

**Scope of Basic Services**

*Time Estimate*

- |   |          |
|---|----------|
| 1. Programming Workshop #1 – information gathering session; establish site selection criteria <i>(two TCC team members)</i>   | 4 days   |
| 2. Prepare preliminary space program – this program of accommodation will describe each room's function, its associated spatial and adjacency criteria, and floor area requirements, based on discussions with client and user group representatives.   | 1 day    |
| 3. Prepare preliminary performance equipment outline and budget.  | 1 day    |
| 4. Prepare site selection criteria matrix.  | ½ day    |
| 5. Design options – prepare rough sketches, in plan and section, of the performance space, which will aid in determining its form (relationship between platform/stage and audience), size and configuration. This will aid the development of a footprint for new facilities, and provide a visual guide to their components and functional adjacencies. | 1 ½ days |
| 6. Prepare site analysis drawings <i>of a proposed new venue</i>  | 1 ½ days |

NEW YORK  
NORTH CAROLINA  
TORONTO

www.theatrecc.com

13 July 2006  
Page 2 of 2

*(Conference Center, Service Merchandise Building  
or other choices)*

- |  |        |
|--|--------|
| 7. Examine existing building for possible re-use as an arts venue. Prepare concept design sketches to indicate potential use of the building as an arts venue. | 2 days |
| 8. Workshop #2 – present and discuss draft space program, design options and site analyses. (two TCC team members)   | 4 days |
| 9. Prepare final report.   | 2 days |

#### Proposed Fee

The basic services described above represent approximately 17.5 work days at a per diem rate of \$1,200, and includes travel time. We therefore propose a fee of Twenty One Thousand Dollars (\$21,000).

#### Expenses

Normal reimbursable expenses would be charged in addition to this fee, at cost plus 5% for administration. Reimbursable expenses include, but are not limited to, air and ground transportation, hotel and meals associated with travel, printing, couriers and long distance telephone.

#### Additional Services

Services authorized beyond the scope of work outlined above shall be considered additional services and are offered at a per diem rate of \$1,200, exclusive of expenses. Additional services may include:

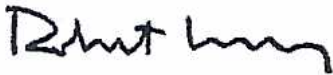
- |                                    |        |
|------------------------------------|--------|
| a. Cultural Facilities Master Plan | 4 days |
| b. Workshop #3                     | 2 days |

#### Terms of Proposal

This proposal is valid for a period of sixty days, commencing 13 July 2006.

Once again, we thank you for the opportunity to submit this proposal. If it is deemed acceptable, we would be pleased to work with you in developing an agreement for services. We are very keen to work on this unique performance venue and look forward to answering any questions you may have.

With best regards,



Robert Long, ASTC  
Theatre Consultants Collaborative, LLC

cc J. Brown, TCC



**Council Agenda Item: #R9****SUMMARY:**

Presentation and discussion of the sales and mixed beverage tax audit report prepared by Kasner and Associates.

**FINANCIAL IMPACT:**

The Kasner and Associates contract included a four phase scope of services that totaled \$34,650. The exact amount of taxes reallocated by the State Comptroller's Office as a result of their audit work is difficult to ascertain with any absolute certainty due to confidentiality laws. However, during the three month period after the Comptroller's Office was notified of the firm's findings, the audit collections (revenues received as a result of errors/changes by the Comptroller) received by the Town exceeded our average collections by \$122,000. As a result, we believe the Town may have received as much as \$122,000 in recoveries as a result of the audit work performed by Kasner and Associates.

**BACKGROUND:**

The Town received approximately \$9.7 million in sales taxes and \$892,000 in mixed beverage taxes during FY 2005. These taxes collectively represented approximately 44% of the General fund revenue budget for FY 2006. While these revenues are of critical importance to the Town, the Town must rely on the State Comptroller's Office to collect and distribute the taxes correctly to each taxing jurisdiction. This process ensures the State of Texas receives the correct allocation of sales tax receipts, but unfortunately, individual taxing entities frequently have a portion of their tax receipts sent to the incorrect jurisdiction. To verify the Town is receiving its correct allocation of taxes, Council authorized a contract in February 2006 with Kasner and Associates to perform a comprehensive review of our collections. The audit process and findings are detailed in the attached report from Kasner and Associates.

**RECOMMENDATION:**

This item is for presentation and discussion purposes only. As such, there is no recommendation from staff related to this item.

**Council Agenda Item: #R10****SUMMARY:**

This item is for Council approval of Change Order No. 1, in the amount of \$98,225.00, for the corrective measures (CCR30) to make the bulk storage fuel facility on Addison Airport operational.

**BACKGROUND:**

The commissioning activities for the bulk storage fuel facility at Addison Airport indicated that the entire system is not acceptable nor is it ready to be turned over to the owner for commencement of operations. The system was operated by the contractor during commissioning by providing a significant amount of labor, pouring buckets of fuel in suction pipe, to keep the pumps primed and running continuously while discharging to a vehicle located on the west (airside) of the fuel farm. This is not how the system was intended to be operated, as each tank piping should remain primed with fuel continuously. It has been determined, that an internal check valve in the suction piping will need to be installed to each tank. The engineers (WGI) have provided a change order directive to the contractor to perform this fix.

The change order directive is two parts (Part 1 and Part 2). Part 1, begins with tank 11 (Avgas) that has never had any fuel in it and will be the confirming test. Upon installation of the new valve, filling of fuel and successful operation, Part 2 will then begin on the other tanks that will include a thorough internal cleaning of each tank, valve installed, fuel placed in the tanks and tested.

The contractor's response to the directive is to begin on Monday, October 30, 2006, with a projected completion by the end of November 2006. The directive provides for a 45 day completion which would end at December 13, 2006.

**RECOMMENDATION:**

The WGI Engineers have provided this change order directive and recommend this course of action for these corrective measures. Staff recommends approval.



**Council Agenda Item: #R11**

**SUMMARY:**

This item is to authorize the final payment to Archer Western, Inc. in the amount of \$438,096.81 for the Arapaho Road Phase III project from Surveyor Blvd. to Addison Road.

**FINANCIAL IMPACT:**

Revised Contract Amount: \$17,173,593.45 (includes six change orders)

Funding Source: This item and others that have been identified in previous budgets submitted to Council for authorization.

**BACKGROUND:**

In June 2004, a construction contract was awarded to Archer Western, Ltd., in the amount of \$16,702,578.42. During the construction of these improvements, Public Works Department staff and the Contractor have jointly identified several necessary field changes related to the project. Six change orders, in the amounts of \$8,509.00, \$17,548.18, and \$124,766.25, \$99,560.54, \$63,942.62 and 44,688.62 were found to be necessary to complete the project. The total of the change orders represents a 2.14 percent increase over the original contract construction cost. Typically, a project of this scope and magnitude will experience change orders totaling approximately four percent of the original contract price. The Arapaho Road, Phase III project was opened to traffic earlier this year. There were several items such as the shorter street light poles near the airport that the contractor recently completed installing. There are remaining landscaping items to be performed with the \$16,850.09 remaining in project funds that will be contracted directly by the Parks Department. Additionally, \$15,000 in project funds is estimated to remain that is recommended to be used to re-landscape the median along Midway on either side of the bridge. The recommended payment of \$438,096.81 includes \$112,000 in incentive payment.

**RECOMMENDATION:**

Staff recommends final payment to Archer Western, Inc. in the amount of \$438,096.81 for the construction of Arapaho Road, Phase III from Surveyor Blvd. to Addison Road.

TOWN OF ADDISON  
CONSTRUCTION ESTIMATE SUMMARY INVOICE

VENDOR NAME:	<u>Archer Western Contractors, Ltd.</u>	PROJECT NO.	<u>25768</u>
VENDOR NO.	<u>36-3286318</u>	PROJECT NAME:	<u>Arapaho Road - Phase III</u>
ADDRESS:	<u>2121 Avenue 'J', Suite 103</u>	CONTRACT AWARD DATE:	<u>22-Jun-04</u>
	<u>Arlington, TX 76006</u>	CONTRACT NUMBER:	<u>04-22</u>
CONTACT PERSON:	<u>Ben Withered</u>	ESTIMATE/INVOICE NO.	<u>21</u>
BILLING PERIOD:	FROM: <u>Nov. 25, 2005</u> TO: <u>Jan. 5, 2006</u>	REQUISITION NO.	<u>21</u>
TELEPHONE #	<u></u>	PURCHASE ORDER NO.	<u></u>

CONTRACT FEE SUMMARY

ORIGINAL TOTAL CONTRACT AMOUNT:	<u>\$16,702,578.42</u>	
APPROVED CHANGE ORDERS:	(+) <u>\$359,015.03</u>	<u>2%</u> OF CHANGE IN ORIGINAL CONTRACT
ADJUSTED TOTAL CONTRACT AMOUNT:	(=) <u>\$17,061,593.45</u>	
WORK COMPLETED TO DATE:	<u>\$17,044,743.36</u>	<u>95%</u> OF TIME USED TO DATE
MATERIALS ON HAND:	(+) <u>\$0.00</u>	
TOTAL EARNED TO DATE:	(=) <u>\$17,044,743.36</u>	<u>100%</u> OF TOTAL CONTRACT EARNED TO DATE
TOTAL RETAINAGE HELD: RELEASED 0%	(-) <u>\$0.00</u>	
PREVIOUS PAYMENTS:	(-) <u>\$16,718,646.55</u>	<u>425</u> CONTRACT CALENDAR DAYS
MISC. CREDITS:	(-) <u>\$0.00</u>	<u>147</u> ADDITIONAL DAYS GRANTED
LIQUIDATED DAMAGES:	(-) <u>\$0.00</u>	<u>572</u> TOTAL CONTRACT CALENDAR DAYS
PAYMENT OF DAYS OF INCENTMENT:	(+) <u>\$112,000.00</u>	<u>544</u> CALENDAR DAYS CHARGED TO DATE <i>(Friday, Feb 3th 2006)</i>
CURRENT BILLING:	(=) <u>\$438,096.81</u>	<u>28</u> DAYS REMAINING IN CONTRACT
REMAINING BALANCE CONTRACT AMOUNT	(=) <u>\$16,850.09</u>	

I CERTIFY THAT THE WORK HAS BEEN PERFORMED IN ACCORDANCE WITH THE CONTRACT AND ALL DEDUCTIONS IN FAVOR OF THE COUNTY HAVE

CONTRACTOR: Ben Withered - Archer Western Contractors, Ltd.

DATE: \_\_\_\_\_

CONSTRUCTION INSPECTOR: Guy Van Baulen - HNTB Corporation

DATE: \_\_\_\_\_

CONSTRUCTION PROJECT MANAGER: Town of Addison

DATE \_\_\_\_\_



**Council Agenda Item: #R12**

**SUMMARY:**

This item is Council authorization of final payment of \$70,175 to TXU Electric Delivery for cost overruns for Arapaho Road Phase III.

**FINANCIAL IMPACT:**

Budgeted Amount: \$0

Cost: \$70,175

Funds are available in the Arapaho Road Capital Project Fund.

**BACKGROUND:**

As with all projects of the magnitude of the Arapaho Road Phase III project, there are construction delays, scheduling conflicts between subcontractors, and other unforeseen events that increase construction costs.

Attached is a letter and invoice from James Davis, with TXU Electric Delivery, itemizing additional expenses incurred on this project. These additional expenses include:

1. Design changes in excavation to lessen TXUED's time at the Midway bridge
2. Water pumping equipment rental and lost time for associated crews
3. Barricade Rental
4. Capping and Sealing an 8" sewer line

Staff has reviewed this request and concurs that these additional construction activities were necessary, and the associated cost reasonable. Staff has requested that TXU 1.) replace the existing street light conduit under Midway Road median at the bridge and 2.) remove the temporary poles that were placed at the corner of Surveyor and Arapaho Road for the construction trailer.

**RECOMMENDATION:**

Staff recommends final payment of \$70,175 to TXU Electric Delivery for cost overruns for Arapaho Road Phase III.

**#R12-2**

TXU Electric Delivery  
500 N. Akard  
14<sup>th</sup> Floor, #143  
Dallas, Tx. 75201

Tel 214.486.3280  
Fax 214.486.2382  
e-mail address jdavis4@txued.com

October 9, 2006

Ms. Cline  
16801 Westgrove Drive  
P.O. Box 9010  
Addison, Texas 75001-9010

Re: Request for Reimbursement of Additional Charges for the Arapaho Road Phase III Project

Dear Ms. Cline:

I would like to provide you a brief explanation of TXU Electric Delivery's request for additional reimbursement in the amount of \$70,175 on the Arapaho Road Phase 3: Surveyor Road to Addison Road project.

As the project manager for TXU Electric Delivery on this project, I am proud of our part in its successful completion with minimal disruption to the citizens of the Town of Addison. The construction of the Town's signature bridge over Midway Road is the most aesthetically impressive and from an engineering and logistical standpoint was arguably the most critical and challenging part of the project. It was also the most potentially disruptive to the citizens and businesses because of the effect on traffic flow on Midway Road while this construction was occurring.

In order to lessen the time for the construction of the arch over Midway and thereby decrease the time traffic lanes on Midway had to be closed or rerouted, TXU Electric Delivery agreed to have its contractor work in the bridge area on Midway at the same time as the Town's contractor, Archer Western, was working. Otherwise, the time for bridge construction and therefore traffic dislocation would have been increased significantly. Our work was to relocate the overhead lines in the path of the bridge to an underground duct bank. This required a deep excavation and, in order to complete our work earlier and allow Archer Western to set the Midway Arch, we both lengthened and deepened our excavation. TXU Electric Delivery's increased costs are itemized below. They fall into five categories all of which were due to the need to lessen the disruption to the Midway Bridge area:



- (1) change in the length and depth of the bore and depth of one manhole to lessen the time TXUED contractor would be working in the same area as Archer Western;
- (2) the rental of pumps to alleviate the daily water buildup from both TXUED and Town of Addison contractors working in the same area
- (3) the rental of additional barricades and other traffic control devices due to the extra traffic control required from the presence of both contractors on Midway
- (4) the capping of an 8" sewer line for the Town which was in the way of construction;
- (5) four days labor charge for pumping out water buildup so that work could resume.

Listed below are the specific costs incurred in each category:

(1) Design changes in excavation to lessen TXUED's time at the Midway Bridge

	<u>Cost</u>	<u>Subtotal</u>
Additional Depth on manhole (7 feet )	\$28,000	
Additional Length and Depth of Bore	\$ 6,000	
		<u>\$ 34,000</u>

(2) Pumping Rental

6" Hydraulic Pumps	\$ 2982	
Small pumps	\$ 908	
		<u>\$ 3,890</u>

(3) Barricade Rental

Arrow board	\$ 1,785	
Message board	\$13,162	
Orange water-filled barricades	\$ 162	

\$ 15,109

(4) Capping and Sealing 8" Sewer Line

Fittings (material)	\$ 118
Labor for one crew for two days to do work	\$ 4,800

\$ 4,918

(5) Time Lost in Extra Pumping ( 4 Crew Days)

January 20, 2005 two crews and equipment for 1/2 day	\$ 3,729
January 25, 2005 one crew and equipment for one day	\$ 3,729
April 1 & 2, 2005; 6-man crew and equipment for 2 days	\$ 4,800

\$ 12,258

The total costs enumerated above are \$ 70,175.

The additional amount of reimbursement requested by TXU Electric Delivery, while certainly not insignificant, is a small part of the cost for the Town and TXUED to complete this extremely important and beneficial project for Addison. Yet this additional unanticipated cost incurred by TXUED resulted in the project being completed on schedule with a very significant diminishment of inconvenience for the citizens and businesses of the Town of Addison.



October 19, 2006

We respectfully ask for your consideration of our request.

Sincerely,

James E. Davis, P.E.

cc: Newsom, Randy

**Council Agenda Item: #R13**

**There are no attachments for this item.**