

**SECOND AMENDMENT TO
FORT WORTH CITY SECRETARY CONTRACT NO. 45218**

This Second Amendment to Fort Worth City Secretary Contract No. 45218 (“Second Amendment”) is made between the City of Fort Worth (“**FORT WORTH**”), a municipal corporation, acting herein by and through Valerie Washington, its duly authorized Assistant City Manager and **CITY OF NORTH RICHLAND HILLS**, a municipal corporation, (“**USER**”) acting herein through Mark Hindman, its duly authorized City Manager.

WHEREAS, FORT WORTH and USER entered into an Agreement identified as Fort Worth City Secretary Contract No. 45218 beginning December 19, 2013 (the “Agreement”); and

WHEREAS, USER wishes to subscribe to additional services of the CFW Trunked Voice Radio Systems; and

WHEREAS, it is the collective desire of both FORT WORTH and USER to amend the Agreement to include additional services of the CFW Trunked Voice Radio Systems.

NOW THEREFORE, KNOWN ALL BY THESE PRESENT, FORT WORTH and USER, acting herein by the through their duly authorized representatives, enter into this Second Amendment, which amends the Agreement as follows:

1.

The Agreement is hereby amended by adding Exhibit C, attached to this Second Amendment, as Exhibit C of the Agreement.

2.

All other terms, provisions, conditions, covenants and recitals of the Agreement not expressly amended herein shall remain in full force and effect.

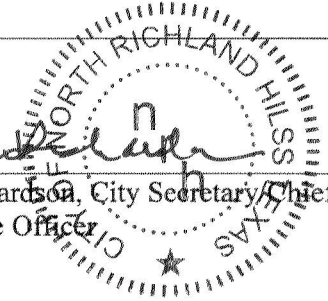
[Signature Page Follows]

[Executed effective as of the date signed by the Assistant City Manager below.] /
[ACCEPTED AND AGREED:]

City:	User: City of North Richland Hills
By: <u>Valerie Washington</u> <small>Valerie Washington (Sep 6, 2022 16:10 CDT)</small>	By: <u>Mark Hindman</u>
Name: Valerie Washington	Name: Mark Hindman
Title: Assistant City Manager	Title: City Manager
Date: <u>Sep 6, 2022</u>	Date: <u>August 12, 2022</u>

Attest:

By: Alicia Richardson
Alicia Richardson, City Secretary/Chief
Governance Officer



Approved to Form and Legality:

By: Maleshia B. McGinnis
Maleshia B. McGinnis, City Attorney

CITY OF FORT WORTH INTERNAL ROUTING PROCESS:

Approval Recommended: By: <u>Kevin Gunn</u> Name: Kevin Gunn Title: IT Solutions Director Approved as to Form and Legality: By: <u>Taylor Paris</u> Name: Taylor Paris Title: Assistant City Attorney Contract Authorization: M&C: <u>C-26581</u>	Contract Compliance Manager: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements. By: <u>Lawrence Crockett</u> <small>Lawrence Crockett (Aug 29, 2022 14:41 CDT)</small> Name: Lawrence Crockett Title: Senior IT Solutions Manager City Secretary: <u>Jannette S. Goodall</u> <small>Jannette S. Goodall (Sep 7, 2022 08:31 CDT)</small> By: <u>Jannette S. Goodall</u> Name: Jannette S. Goodall Title: City Secretary
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EXHIBIT C

CATEGORY 1, TERMS OF USE

The following definitions shall have the meanings set forth below and apply to this Agreement and the Terms of Use set forth herein:

DEFINITIONS

“Backup Device” shall mean a smart device to be used to access the Radio System only when the USER employee’s assigned radio subscriber unit is not available. A USER employee’s backup device must not access the radio system simultaneously with the employee’s assigned radio subscriber unit.

“Critical Connect™ System” shall mean the service provided by Motorola Solutions, Inc., to interface external radio communications systems, broadband communications carriers, and other services to the CFW Radio System. It also includes communications connectivity and local support services associated with support of Critical Connect.

“Device Support Fee” shall mean the annual fee charged by CFW to offset costs incurred by the CFW in the administration, operation and maintenance of the Critical Connect System.

“Interoperability Channels” shall mean common channels accessible by multiple agencies for the express purpose of providing communications among agencies during multi-agency operations in accordance with the Interoperable Communications Plan.

“Radio System Talk Group” shall mean a talk group that is transmitted over the Radio System, and may be accessed by a smart device.

“Services” shall mean the capability of utilizing a smart device to communicate over the Radio System via the Critical Connect System.

“Smart Device” shall mean an electronic device utilized to access the Radio System, including but not limited to smartphones, tablets, workstations and similar devices. It does not include radio subscriber units.

TERMS OF USE

1. The installation and maintenance of the Services is the responsibility of CFW unless otherwise stated in this Agreement.
2. The CFW makes no guarantee, either express or implied, as to the performance of smart devices used with the Services. The **USER** is responsible for conducting appropriate and applicable testing to determine the performance and suitability of the Services for the **USER’s** requirements.

3. **USER** will be responsible for the acquisition, programming, and maintenance of all smart device equipment and software **USER** will be utilizing in connection with the Services.

4. **USER** will be responsible for the acquisition and renewal of all third-party licenses and fees associated with the **USER**'s utilization of the services.

5. The CFW will coordinate with the **USER** for the establishment of user accounts, radio system talk groups and chat channels to be accessed through the Services. The initial implementation and administration of user accounts and talk groups will be approved by CFW.

6. The CFW will provide access to the Interoperability Channels that may be accessed by the **USER**.

7. **USER** agrees to assign designated smart devices as backup devices to specific radio subscriber units. If CFW, at its sole discretion, determines the smart device is being used for purposes other than as a backup device, **USER** will be charged the rate applicable to smart device full subscribers in effect at that time for the remainder of the CFW fiscal year.

8. **USER** shall use due diligence in the maintenance and security of its smart device equipment to ensure that no **USER** smart device causes a degradation to the Services or Radio System operation. The CFW shall have the right to remove from operation any smart device owned or leased by **USER** that is operating on, attached and/or interfaced to the Services, if CFW determines in its sole reasonable discretion that such equipment is causing harm to the Services or Radio System in any way. **USER** agrees to provide the CFW with the administrative-level privileges necessary to monitor the number of **USER**'s devices and implement actions described in this Exhibit.

9. **USER**'s smart devices may be used for voice communications over the Radio System infrastructure in accordance with the terms and conditions of this Agreement for as long as this Agreement remains in effect.

10. The CFW will be responsible for managing infrastructure loading and demand. CFW reserves the right, without notice to incumbent users, to enter into a similar agreement with other entities or to deny the addition of new smart device equipment to any user of the Services. The CFW shall have sole discretion in determining whether to allow additional users or smart devices based on CFW's determination of whether such addition to the Services can be made without adversely impacting the Services or the Radio System.

11. The CFW, at its sole discretion, will upgrade the Services periodically. **USER** will be notified at least sixty (60) days before commencement of the upgrade. **USER** will be responsible for ensuring its smart devices have the software release appropriate to the current software release of the Services.

APPLICABLE FEES; TERMINATION; REFUNDS

12. **USER** shall pay the CFW an annual Infrastructure Support Fee in the amount of **\$2.15** per month, per smart device. This fee is payable in advance on an annual basis for all active smart

devices registered to **USER** at the time of the annual billing. Invoicing will occur on a pro-rata basis when new smart device accounts are issued, and thereafter, at the beginning of each CFW fiscal year. There will be no refunds or credits for smart devices removed from service during the fiscal year.

13. CFW shall have the right to increase any applicable fees under this Agreement each fiscal year to offset any increased costs incurred by CFW in the operation or maintenance of the Radio System or Services. Any increase in applicable fees will be effective at the beginning of the next CFW fiscal year. CFW shall provide **USER** with 60 days' notice of any intended fee increase.

14. Either **USER** or CFW may terminate this Agreement for any reason, with or without cause, upon ninety (90) days written notice to the other party. If **USER** terminates, there will be no refunds or credits for any fee. If CFW terminates, CFW will issue a refund to the **USER** of all fees. The CFW, in its sole discretion, shall have the right to deny **USER** access to the radio infrastructure and/or the right to terminate the Agreement immediately if **USER** fails to make full payment of invoiced system fees within thirty (30) days of the date payment is due. The CFW further reserves the right to terminate this Agreement immediately, or deny access to the **USER**, upon notice of **USER** misuse of the Radio System. Notwithstanding the foregoing, the CFW, in its sole discretion, reserves the right to immediately deny access to the **USER** if such action is required to prevent the spread of a security breach or threatened security breach or due to an emergency, operational issue, or other critical incident between the Services or Radio System and the **USER**'s environment. The CFW will use best efforts to restore access to the **USER** as soon as possible once the security breach, emergency, operational issue, or critical incident is resolved.

COMPLIANCE WITH LAWS

15. The **USER** shall comply with all current and future Federal, State, and Local laws, Ordinances, and Mandates, including Federal Communications Commission rules and regulations regarding proper use of radio communications equipment. The **USER** will also comply with the guidelines, or procedures set out in this Agreement. Furthermore, the **USER** is responsible for enforcing such compliance by its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants for **USER** Subscriber Radio equipment. Furthermore, the **USER** will be responsible for payment of any fines and penalties levied against the CFW (as the license holder) as a result of improper or unlawful use of smart device equipment owned or leased by **USER**.

[End of Document]



CITY COUNCIL AGENDA

COUNCIL ACTION: Approved on 12/10/2013

Create New From This M&C

DATE:	12/10/2013	REFERENCE NO.:	**C-26581	LOG NAME:	04CITY OF NORTH RICHLAND HILLS COMMUNICATIONS SYSTEM AGREEMENT
CODE:	C	TYPE:	CONSENT	PUBLIC HEARING:	NO
SUBJECT:	Authorize Execution of a Communications System Agreement with the City of North Richland Hills for Participation in the City of Fort Worth's Two-Way Public Safety Radio System, at No Cost to the City of Fort Worth (ALL COUNCIL DISTRICTS)				

RECOMMENDATION:

It is recommended that the City Council authorize the execution of a Communications System Agreement with the City of North Richland Hills for participation in the City of Fort Worth's Two-Way Public Safety Radio System. The City of North Richland Hills will reimburse its share of operations and maintenance to ensure no cost to the City of Fort Worth with annual reimbursement estimated to be approximately the amount of \$73,000.00. In addition, the City of North Richland Hills will reimburse the City of Fort Worth for its share of the Software Upgrade Agreement.

DISCUSSION:

The City of Fort Worth (City) maintains Agreements to provide access to its two-way radio systems by other public safety agencies in Tarrant and Johnson counties. In return for this access, external agencies help offset the City's expenses through the payment of annual fees. In addition, access to the Fort Worth Public Safety Radio System by multiple jurisdictions enhances the ability of emergency responders to communicate with one another when responding to incidents.

In November 2013, the City of North Richland Hills (North Richland Hills) approved a Communications System Agreement to operate on the City's new digital Public Safety Radio System. North Richland Hills will provide its own radios and dispatch center, but will utilize the City's radio infrastructure for its public safety communications. North Richland Hills currently utilizes the City's legacy radio system, and is scheduled to transition to the new system in March 2014. Because the new system operates under different technical standards, a new Agreement is required.

To ensure the software levels of the radio systems remain current and under support, the City will utilize a Motorola Software Upgrade Agreement that encompasses all external agencies that maintain dispatch consoles. The use of a single Software Agreement to cover all users will result in a 9.1 percent discount in the cost for all agencies, including the City. The Communications System Agreement with North Richland Hills allows the City to invoice North Richland Hills for its share of the Motorola Software Upgrade Agreement, as well as North Richland Hills' annual subscriber fee which is estimated to be approximately in the amount of \$73,000.00 annually.

FISCAL INFORMATION/CERTIFICATION:

The Financial Management Services Director certifies that the Information Technology Solutions Department is responsible for the collection and deposit of funds due to the City.

TO Fund/Account/Centers

FROM Fund/Account/Centers

PI68 475700 0046020 \$73,000.00

<u>Submitted for City Manager's Office by:</u>	Susan Alanis (8180)
<u>Originating Department Head:</u>	Peter Anderson (8781)
<u>Additional Information Contact:</u>	Alan Girton (8484) Steve Streiffert (2221)

ATTACHMENTS