

City Council Agenda

SAGINAW CITY COUNCIL NOTICE OF MEETING

Meeting and/or Executive Session Agenda

6:00 PM - Tuesday, June 7, 2022

Saginaw City Hall Council Chambers

333 West McLeroy Blvd.

In accordance with Section 551.043 of the Texas Government Code, this agenda has been posted at Saginaw City Hall, and distributed to the appropriate news media within the required time frame. All meetings of the Saginaw City Council are open to the public. Public participation and written comments are invited on all open session business items.

The Mayor and City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside to respond to a page or to conduct a phone conversation.

The City Hall is wheelchair accessible and special parking is available on the east side of the building. If special accommodations are required please contact the City Secretary a minimum of 72 hours in advance at 817-232-4640.

(1) Call to Order--Todd Flippo, Mayor

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

"Honor the Texas Flag; I pledge allegiance to thee, Texas, one State under God, one and indivisible"

(2) Invocation--Pastor Michael Orr, Saginaw Church of Christ

(3) Audience Participation--On the Video Screen

(4) Consent Agenda--All items listed with lower case letters are part of the Consent Agenda. Public hearing and review are held collectively unless opposition is presented, in which case the contested item will be heard separately.

(a) Action regarding Minutes, May 17, 2022--Janice England, City Secretary

(b) Action regarding Resolution No. 2022-15 Denying the DCRF Application Proposed by Oncor Electric Delivery Company--Lee Howell, Asst. City Manager

(c) Action regarding Interlocal Agreement with Tarrant County Emergency

Services District #1 for American Rescue Plan Act (ARPA) Grant
Funding--Doug Spears, Fire Chief

- (d) Action regarding Ordinance No. 2022-07, Increasing Amount of Over 65 Homestead Exemption--Kim Quin, Finance Director
 - (e) Action regarding Participation in Low Income Household Water Assistance Program--Kim Quin, Finance Director
 - (f) Action regarding Interlocal Agreement with the cities of Burleson, Decatur, Haltom City, Haslet, Keller, Richland Hills, Roanoke, Watauga, the Benbrook Library District, and the Forest Hill Library District for reciprocal lending of library materials--Ellen Ritchie, Library Director
 - (g) Action regarding contract with ByWater Solutions for Library software installation, hosting and support--Ellen Ritchie, Library Director
- (5) Discussion of Board and Committee Recommendations--Councilmembers Lawson, Bighorse, and Copeland
 - (6) K9 Program Update--Russell Ragsdale, Police Chief
 - (7) Northwest Tarrant CERT Update--Joseph Laster, Emergency Management Coordinator & Doug Spears, Fire Chief
 - (8) **Executive Session--The City Council may take action on any Executive Session item posted.**

551.071. Texas Government Code.

Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

- (a) Any Posted Item
- (9) **Adjournment--Todd Flippo, Mayor**



City of Saginaw

Meeting Date: 6/7/2022

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(a)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Action regarding Minutes, May 17, 2022

BACKGROUND/DISCUSSION:

The minutes of the May 17th City Council Meeting are presented for consideration.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Minutes, 5-17-2022

**CITY OF SAGINAW
MINUTES OF CITY COUNCIL MEETING
HELD AT THE SAGINAW CITY HALL
333 WEST MCLEROY BLVD.
MAY 17, 2022**

Present at the meeting:

Mayor Pro-Tem	Valerie Junkersfeld
Councilmember	Charles Beasley
Councilmember	Nicky Lawson
Councilmember	Charles Tucker
Councilmember	Cindy Bighorse
Councilmember	Mary Copeland
City Attorney	Larry Collister
City Engineer	Trenton Tidwell, P.E.
City Engineer	Tim Miller, P.E.
City Manager	Gabe Reaume
Asst. City Manager	Lee Howell
Finance Director	Kim Quin
City Secretary	Janice England
Police Chief	Russell Ragsdale
Fire Chief	Doug Spears
Director of Public Works	Randy Newsom
Director of Comm. & Eco. Dev.	Keith Rinehart
Director of Human Resources	Melanie McManus
Library Director	Ellen Ritchie
Finance Manager	Jennifer Garrett
Supt. of Water Utilities	Jarred Coursey
Supt. of Public Services	Paul Wrzesinski
Environmental Manager	Matt Regan
Planning Manager	Susy Victor-Trevino
Director of Communications	Pedro Zambrano
Management Analyst	John Cervantes
Management Analyst	Abdoulie Jarju
Management Analyst	Jerry Young
Management Analyst	Ayoub Kahondogoro
Police Officer	Randall Spears

Absent from the meeting:

Mayor	Todd Flippo
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Visitors at the meeting:

Brack St. Clair	John Peet
Theresa Peet	Brandon Newhouse
Clark Kimball	Mark McLiney

Judah Heckman	Katie Johnson
Paul Felegy	Gaye Seay
Prisca Kirk	Eric Briley
Randall Loyd	Debbie Loyd
Dana Mills	Mar Fruhurth
Carmen Drake	J. Drake
Josh Eadie	Scottlan Stewart
Skyler Stewart	Addison Stewart
K. Stewart	Addison Davis
Tara Davis	Tim Miller
Candy Powell	Jay Powell
Jessica Dumoulin	Matthew LeBlanc
Robert Williams	John Reynolds
C.J. Ross	Jeremy Cutler
Jonathon Reames	

(1) Call to Order

Mayor Pro-Tem Junkersfeld called the meeting to order at 6:00 p.m. with a quorum present.

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

(2) Invocation

Mr. Scottlan Stewart, Elder at Kingdom Chapel, gave the invocation.

(3) Audience Participation

This item was covered on the video screen.

(4) Consideration and Action regarding Minutes, May 3, 2022

Motion was made by Councilmember Bighorse with a second by Councilmember Tucker to approve the minutes of the May 3rd City Council Meeting as presented. Motion carried unanimously. 6-0-0-1

For: Mayor Pro-Tem Junkersfeld, Councilmembers
Beasley, Lawson, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: Mayor Flippo

(5) Recognition of Members of Mayor’s Youth Advisory Council

Planning Manager Victor-Trevino gave a brief overview of the activities of the Mayors’ Youth Advisory Council. The members of the Mayor’s Youth Advisory Council were presented with certifications in recognition of their participation.

(6) Recognition of Hollenstein Career and Technology Center Advanced Audio Visual Students for their Efforts in Live Streaming the “2022 Candidate Forum”

Director of Communications Zambrano recognized the Hollenstein Career and Technology Center Advanced Audio Visual Students for their participation in live streaming the recent “2022 Candidate Forum”. He expressed his appreciation for their efforts.

(7) Consideration and Action regarding Resolution No. 2022-13, Canvassing Returns and Declaring Results of the General Election held on May 7, 2022

City Secretary England stated that Resolution No. 2022-13 canvasses the May 7th General Election. The results were as follows.

Councilmember Place 1

Charles Beasley	367 Votes
Larry Scheid	225 Votes
Paul Felegy	373 Votes

Councilmember Place 3

Valerie Junkersfeld	838 Votes
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Councilmember Place 5

Katie Johnson	469 Votes
Cindy Bighorse	529 Votes

Motion was made by Councilmember Lawson with a second by Councilmember Tucker to approve Resolution No. 2022-13, canvassing the returns and declaring the results of the General Election held on May 7, 2022. Motion carried unanimously. 6-0-0-1

For: Mayor Pro-Tem Junkersfeld, Councilmembers
Beasley, Lawson, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: Mayor Flippo

(8) Consideration and Action regarding Resolution No. 2022-14, Calling for a Run-Off Election for Councilmember Place 1

City Secretary England stated that Resolution No. 2022-14 calls a Run-Off Election for Councilmember Place 1. The run-off election is necessary because none of the candidates for Councilmember Place 1 received over 50% of the total

votes cast. The run-off election will be between Charles Beasley and Paul Felegy, the two candidates that received the most votes.

Motion was made by Councilmember Tucker with a second by Councilmember Bighorse to approve Resolution No. 2022-14, calling for a run-off election for Councilmember Place 1. Motion carried unanimously. 6-0-0-1

For: Mayor Pro-Tem Junkersfeld, Councilmembers
Beasley, Lawson, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: Mayor Flippo

(9) Oath of Office for Councilmember Place 3 and Councilmember Place 5

City Secretary England administered the Oath of Office for Councilmember Place 3, Valerie Junkersfeld, and Councilmember Place 5, Cindy Bighorse.

(10) Election of Mayor Pro-Tem

Motion was made by Councilmember Tucker with a second by Councilmember Bighorse to elect Councilmember Junkersfeld to serve as Mayor Pro-Tem. Motion carried unanimously. 6-0-0-1

For: Mayor Pro-Tem Junkersfeld, Councilmembers
Beasley, Lawson, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: Mayor Flippo

(11) Presentation of Service Pin to Councilmember Copeland

Mayor Pro-Tem Junkersfeld presented Councilmember Copeland with a service pin in recognition of the completion of five years of service on the City Council.

(12) Consideration and Action regarding a Request for a Development Plan and Change in Zoning on 16.430 acres out of the H. Robertson Survey, Abstract No. 1798 from Community Commercial to a Planned Development (PD/MF1). The property is located on the Northwest Corner of Bailey Boswell Road and Blue Mound Road (FM-156). (Avilla Saginaw) (Ordinance No. 2022-03)

Public Works Director Newsom explained that this request was tabled at the March 15, 2022 City Council Meeting. He stated that the developer has held two public meetings since that date. Mr. Josh Eadie, representing the developer, gave a brief presentation regarding their request. There was discussion regarding the request.

The following spoke in favor of the request.

Katie Johnson, 321 Sugar Creek

Prisca Kirk, 8165 Timber Fall Tr. (representing Creekwood Homeowner's Association)

Jessica Dumoulin, 669 Ash Meadow Circle

Tara Davis, 1405 White Ash St.

Gaye Seay, 1425 White Ash St.

Dana Miller, 1401 White Ash St.

Randall Loyd, 905 Hemlock Tr.

The following spoke against the request.

John Peet, 644 Fox Run Tr.

City Secretary England read two statements that were received by email prior to the meeting. The first statement was submitted by Chelsea Self, 529 Darlington Trail, and expressed support of the request. The second statement was submitted by Suzanne McIntosh, 8128 Timber Fall Trail and expressed opposition to the request.

Councilmember Copeland expressed her opposition to the request. Additional discussion followed.

Motion was made by Councilmember Beasley with a second by Councilmember Copeland to deny the request.

Motion carried. 5-1-0-1

For: Mayor Pro-Tem Junkersfeld, Councilmembers
Beasley, Lawson, Bighorse, and Copeland

Against: Councilmember Tucker

Abstain: None

Absent: Mayor Flipppo

- (13) Consideration and Action regarding a Development Agreement with NextMetro Communities regarding Architectural Standards for Exterior Masonry and Neighborhood Setback Requirements, on land described as approximately 16.430 acres of land, and described as H. Robertson Survey, Abstract No. 1798, City of Saginaw, Tarrant County, Texas, being a part of a tract conveyed to Blue Mound Partners, L.P., by deed recorded in Document No. D204343302 of the Official Records, Tarrant County, Texas located north of Bailey Boswell Road and west of FM-156

This item was contingent upon Item 12. Since the request in Item 12 was denied, consideration of this item was not necessary.

- (14) Consideration and Action on an ordinance authorizing the issuance and sale of the City of Saginaw, Texas General Obligation Bonds, Series 2022; levying an annual ad valorem tax and providing for the security for and payment of said bonds; approving the official statement; providing an effective date; and provisions relating to the subject (Ordinance No. 2022-06)

Motion was made by Councilmember Lawson with a second by Councilmember Bighorse to approve Ordinance No. 2022-06, authorizing the issuance and sale of the City of Saginaw Texas General Obligation Bonds, Series 2022 as presented. Motion carried unanimously. 6-0-0-1

For: Mayor Pro-Tem Junkersfeld, Councilmembers
Beasley, Lawson, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: Mayor Flippo

(15) Presentation regarding Water Department, Water Department Staff, and Water Line Replacements

Superintendent of Water Utilities Coursey gave a presentation regarding the Water Department including the Water Department staff, and water line replacements.

(16) Presentation regarding Playground Equipment for Highland Station Park

Superintendent of Public Services Wrzesinski gave a presentation regarding the status of the current playground equipment and restroom at Highland Station Park as well as options and estimated costs for potential future improvements.

(17) Consideration and Action regarding Agreement to Provide Professional Services between the City of Saginaw and Rick Trice

Motion was made by Councilmember Bighorse with a second by Councilmember Lawson to approve the Agreement to Provide Professional Services between the City of Saginaw and Rick Trice. Motion carried unanimously. 6-0-0-1

For: Mayor Pro-Tem Junkersfeld, Councilmembers
Beasley, Lawson, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: Mayor Flippo

(18) Presentation regarding Pavement Management Program

Mr. Tim Miller of Kimley-Horn and Associates gave an update and presentation regarding the Pavement Management Program that was approved by the City Council on January 4, 2022.

(Councilmember Beasley left the meeting during this item.)

(19) FY2022-2023 Budget Workshop

Management Analysts Jarju, Kahondogoro, Cervantes, and Young, and Planning Manager Victor-Trevino gave a presentation on the results of their fee study as well as recommended fee changes.

Finance Director Quin explained the estimated impact of increasing the Over 65 Property Tax Exemption. She added that any increase would have to be approved and submitted to Tarrant County before July 1st. The consensus of the Council was to put this item on the agenda of the next City Council Meeting for action.

(20) Executive Session

1 § 551.071. Texas Government Code. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

- a. Any Posted Item

(21) Adjournment

Motion was made by Councilmember Bighorse with a second by Councilmember Tucker to adjourn the meeting. Motion carried unanimously. 5-0-0-2

For: Mayor Pro-Tem Junkersfeld, Councilmembers
Lawson, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: Mayor Flippo and Councilmember Beasley

Mayor Pro-Tem Junkersfeld declared the City Council Meeting of May 17, 2022 adjourned at 10:03 p.m.

ATTEST:

APPROVED:

City Secretary Janice England

Mayor Todd Flippo



City of Saginaw

Meeting Date: 6/7/2022

Staff Contact: Lee Howell
Assistant City Manager

Agenda Items: (4)(b)

E-mail: lhowell@saginawtx.org

Phone: (817) 230-0325

SUBJECT:

Action regarding Resolution No. 2022-15 Denying the DCRF Application Proposed by Oncor Electric Delivery Company

BACKGROUND/DISCUSSION:

Oncor Electric Delivery Company (Oncor) filed an application on or about May 13, 2022 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$251 million or approximately 4.5% over present revenues. The Company asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates. If approved, a residential customer using 1,300 kWh per month would see a bill increase of about \$6.02 per month. The resolution suspends the June 17, 2022 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, (Steering Committee) to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.**

The Steering Committee is a coalition of 169 cities and been in existence since the 1980's.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of Resolution No. 2022-15.

ATTACHMENTS:

Description

Oncor RC Suspension Resolution_JLM.pdf

**CITY OF SAGINAW, TEXAS
RESOLUTION NO. 2022-15**

A RESOLUTION AUTHORIZING SUSPENDING THE JUNE 17, 2022 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY’S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE

WHEREAS, on or about May 13, 2022, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Saginaw, Texas, a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective June 17, 2022; and

WHEREAS, the City of Saginaw is a member of the Steering Committee of Cities Served by Oncor (“Steering Committee”) and will cooperate with the 169 similarly situated city members and other city participants in conducting a review of the Company’s application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

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

I.

That the June 17, 2022 effective date of the rate request submitted by Oncor on or about May 13, 2022, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

II.

As indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

III.

That the City's reasonable rate case expenses shall be reimbursed by Oncor.

IV.

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

V.

A copy of this Resolution shall be sent to Oncor, Care of Howard V. Fisher, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PRESENTED AND PASSED this the 7th day of June, 2022, by a vote of ____ ayes and ____ nays at a regular meeting of the City Council of the City of Saginaw, Texas.

Todd Flippo
Mayor, City of Saginaw

ATTEST:

Janice England
City Secretary

APPROVED AS TO FORM:

Bryn Meredith
City Attorney



City of Saginaw

Meeting Date: 6/7/2022

Staff Contact: Doug Spears
Fire Chief

Agenda Items: (4)(c)

E-mail: dougspears@saginawfire.us

Phone: 817-230-0412

SUBJECT:

Approval of an Interlocal Agreement with Tarrant County Emergency Services District #1 to receive grant funding to purchase personal protective equipment for the fire department. The personal protective equipment, commonly referred to as bunker gear, consist of firefighting coat and pant ensembles, firefighting boots, helmets, gloves, etc. The grant amount is \$29,985.

BACKGROUND/DISCUSSION:

Tarrant County has facilitated county American Rescue Plan Act (ARPA) funding to Tarrant County Emergency Services District #1 (TCESD1). Departments who contract with TCESD1 to provide fire and EMS services to the unincorporated areas of Tarrant County are eligible for the ARPA funding through an Interlocal Agreement grant. Our department has applied and for a grant and for the maximum eligible amount. Approval of the proposed Interlocal Agreement will permit our department to expend the TCESD1 approved expenditure(s) which will be followed by submission for reimbursement.

FINANCIAL IMPACT:

Positive gain of \$29,985 in fire service protective equipment. Nil impact to the city budget.

RECOMMENDATION:

Approval of the Interlocal Agreement as submitted.

ATTACHMENTS:

Description

TCESD - Saginaw ARPA Grant Agreement

THE STATE OF TEXAS	§	AGREEMENT BETWEEN THE TARRANT
	§	COUNTY EMERGENCY SERVICES DISTRICT
	§	NO. 1 AND THE CITY OF SAGINAW
	§	FOR AMERICAN RESCUE PLAN ACT
COUNTY OF TARRANT	§	STATE AND LOCAL RECOVERY FUNDS

This Agreement ("Agreement") is between the TARRANT COUNTY EMERGENCY SERVICES DISTRICT No. 1 (the "ESD") and the **City of Saginaw** (the "CITY") and shall be effective on the date that the last signature is affixed (the "Effective Date"). The ESD and the CITY enter into the following Agreement:

Section 1: Recitals

On August 24, 2021, the Commissioners Court of Tarrant County approved an Interlocal Agreement in Commissioners Court Order #136137 between the ESD and Tarrant County Government ("COUNTY") allotting initial program funding to the ESD through the American Rescue Plan Act ("ARPA"). The State and Local Fiscal Recovery Funds ("FRF") authorized in ARPA (C.F.D.A. #21.027) are to be used to mitigate the ongoing effects of COVID-19 and support the nation's pandemic recovery. Funds allotted to the ESD are designated for use to aid and support municipal and volunteer emergency services providers that serve Tarrant County's unincorporated area through meeting equipment replacement needs, personal protective equipment, and related expenses. The purpose of this Agreement is to establish the terms and conditions under which CITY, as an emergency services provider in the unincorporated area of Tarrant County, and ESD will collaborate for the provision of the category of items designated by Commissioners Court. This Agreement enables CITY to acquire replacement equipment and related materials for fire, first responder, and ambulance services detailed in Appendix A and then receive reimbursement from ESD through the funds provided to ESD by Commissioners Court Order.

Section 2: Authority

Section 791 of the Texas Government Code authorizes contracts between political subdivisions for the performance of governmental functions and services. Section 418.109(d) of the Texas Government Code authorizes the provision of mutual aid assistance from a local government entity or organized volunteer group to another local government entity or organized volunteer group. This agreement is made pursuant to the authority of Government Code sections 418.109, 791.011, and 791.027 of the Texas Government Code. CITY shall follow guidance issued by the U.S. Treasury pertaining to the proper use of FRF funds.

Section 3: Term

This Agreement shall become effective as of the Effective Date and shall continue in full force and effect until December 31, 2026. Either ESD or CITY may terminate this Agreement upon seven (7) days' prior written notice to the other Party.

Section 4: Authorized Use of Funds

Using funds provided to ESD by the FRF, ESD shall provide reimbursement to CITY for expenses related to FRF eligible uses designated in Appendix A or subsequent amendments to Appendix A.

During the term of the Agreement, CITY acknowledges a limit on purchases eligible for reimbursement by ESD per program year and detailed in Appendix A or subsequent amendments to Appendix A.

Section 5: Reporting Requirements

CITY shall provide to ESD quarterly and annual reports concerning items for which it seeks reimbursement from ESD. These quarterly reports shall include invoices for eligible expense with proof of payment. CITY shall provide to ESD the quarterly and annual reports according to the schedule contained in Appendix B.

All expenditures for which the CITY will seek reimbursement from ESD must be obligated, as defined by the U.S. Treasury, by December 31, 2024 and goods received and paid by December 31, 2025.

CITY shall keep and maintain, for a period not less than five (5) years after the termination of this Agreement any and all records relating to expenditures, reimbursements, and reporting requirements related to this Agreement.

Section 6: Audit Responsibilities

ESD acknowledges the burden and responsibility for conducting Audit Requirements for Federal Awards (2 CFR part 200) lies with ESD and the CITY if the CITY receives more than \$750,000. Upon request of ESD, CITY agrees to provide ESD with appropriate documentation to assist ESD in completing any required audits.

If Subrecipient within Subrecipient's fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Subrecipient shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of State and Local agency awards. If Subrecipient, within Subrecipient's fiscal year, expends a total amount of at least \$750,000 in state funds awarded, Subrecipient must have a single audit.

Section 7: Acquisition of Equipment

It is the obligation of CITY to acquire and pay for equipment it intends to seek later reimbursement from ESD. Upon delivery and deployment of the equipment to CITY, ESD or its agent retains the right to inspect the equipment acquired by CITY.

Section 8: Independent Contractors

It is understood that any relationship created by this Agreement between ESD and CITY shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied, and the Parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

Section 9: Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Section 10: Applicable Law

The laws of the State of Texas shall govern this Agreement, except where clearly superseded by federal law. Exclusive venue of any dispute shall be in a court of competent jurisdiction in Tarrant County, Texas.

Section 11: Authorization

By signing below, each Party's representative warrants that he/she is duly authorized to enter into this Agreement on behalf of the Party, and that each Party to this Agreement is authorized by Texas law to accept the terms, conditions, and obligations set forth herein.

Section 12: Notices

Notices under this Agreement shall be in writing, and may be given by hand delivery or U.S. mail. If sent to the parties at the contact information addresses designated herein, notice shall be deemed effective upon receipt in the case of hand delivery and three days after deposit in the U.S. mail in case of mailing. The address of the parties for all purposes shall be:

ESD: Tarrant County Emergency Services District No. 1
2750 Premier Street
Fort Worth, Texas 76111
Attn: Rick Holman, President (or successor)

CITY: City of Saginaw

Attn.: _____

Section 13: Debarment & Suspension

CITY represents that is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. CITY agrees to have an active registration in the System for Award Management (SAM.gov).

Section 14: Audit Clause

The Subrecipient must agree that ESD and COUNTY will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records (hard copy, as well as computer generated data) of the Subrecipient involving transactions related to this agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between the Subrecipient and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Subrecipient's obligations to ESD and COUNTY under this agreement. The Subrecipient must agree that ESD and COUNTY will have access during normal working hours to all necessary facilities, staff and workspace in order to conduct audits. ESD or COUNTY will provide the Subrecipient with reasonable advance notice of intended audits. The Subrecipient must provide records within ten (10) business days or a mutually agreed upon timeline.

Section 15: Standards for Financial Management

In accordance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subrecipient will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

CITY shall maintain an effective accounting system, which will:

- Identify and record valid transactions
- Record transactions to the proper accounting period in which transactions occurred
- Describe transactions in sufficient detail to permit proper classification
- Maintain records that permit the tracing of funds to a level of detail that establishes the funds have been used in compliance with contract requirements
- Adequately identify the source and application of funds of each grant contract
- Generate current and accurate financial reports in accordance with contract requirements.

Section 16: Equipment

Any purchase of equipment must be consistent with the Uniform Guidance at 2 CFR Part 200 Subpart D. Equipment acquired under this program must be used for the originally authorized purpose. Procedures for managing equipment must meet the following requirements:

- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- (2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
- (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- (4) Adequate maintenance procedures must be developed to keep the property in good condition.

Disposition. When original or replacement equipment acquired under FRF is no longer needed for the original project, the non-Federal entity must request disposition instructions from the ESD.

Section 17: Entire Agreement

This Agreement represents the entire understanding between the Parties and supersedes all prior representations.

EXECUTED by the duly authorized Parties below:

**TARRANT COUNTY EMERGENCY
SERVICES DISTRICT NO. 1**

CITY OF SAGINAW, TEXAS

Rick Holman
President

Name: _____

Title: _____

Date: _____

Date: _____

APPENDIX A

AUTHORIZED USE OF FUNDS

Authorized Uses

Ambulances and associated emergency medical equipment
Medical personal protective equipment
Equipment to ensure continuity of emergency services including generators and radio equipment
Program costs for increasing vaccination rates
Emergency medical equipment related to first responder activities

Authorized Use of Funds Schedule

Phase	Item(s)	Amount*	Status
2	First responder PPE and SCBA's	\$30,000.00	Open

* PPE – Personal Protection Equipment commonly known as bunker gear (pants, coats, boots, gloves, helmets, etc.).

SCBA – Self Contained Breathing Apparatus to provide closed air supply (masks, tanks, etc).

** Not to exceed amount unless agreement is mutually amended by parties. Quantities are estimates.

APPENDIX B

QUARTERLY AND ANNUAL REPORTING DATES

Quarterly Reporting Periods		Report Due
First	July 1 st to September 30 th	October 5 th
Second	October 1 st to December 31 st	January 5 th
Third	January 1 st to March 31 st	April 5 th
Fourth	April 1 st to June 30 th	July 5 th

Annual Reporting Periods		Report Due
Year 1	July 1 to June 30, 2022	July 5, 2022
Year 2	July 1 to June 30, 2023	July 5, 2023
Year 3	July 1 to June 30, 2024	July 5, 2024
Year 4	July 1 to June 30, 2025	July 5, 2025
Year 5	July 1 to June 30, 2026	July 5, 2026
Year 6	July 1 to December 31, 2026	January 5, 2027



City of Saginaw

Meeting Date: 6/7/2022

Staff Contact: Kim Quin
Finance Director

Agenda Items: (4)(d)

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:

Action regarding Ordinance No. 2022-07, amending residence homestead tax exemption for persons who are 65 years of age or older from \$50,000 to \$100,00.

BACKGROUND/DISCUSSION:

The City of Saginaw currently grants a residence homestead exemption for persons who are 65 years of age or older. The exemption has changed through the years; in 1974 the exemption was \$3,000, in 1981 it was increased to \$6,000, in 1984 it was increased to \$25,000, in 1985 it was increased to \$30,000, in 2002 it was increased to \$40,000, and in 2007 it was increased to the current \$50,000.

The exemption reduces the appraised value of a property thus decreasing the taxes owed.

FINANCIAL IMPACT:

The following is an example of the estimated property tax savings for a person over 65 with an appraised value of \$200,000:

Appraised value of a home	\$200,000
less exemption	(\$100,000)
taxable value	\$100,000

The tax rate is applied to the taxable value of the home which is the appraised value less the exemption.

With the 2021 tax rate, a senior homeowner would have a total estimated tax savings of \$479.51 due to the \$100,000 exemption. That is an increased savings of \$239.75 over the current \$50,000 exemption.

RECOMMENDATION:

Consider approval of Ordinance No. 2022-07 increasing the City of Saginaw's residence homestead tax

exemption for persons who are 65 years of age or older.

ATTACHMENTS:

Description

Exemption example

Ordinance No. 2022-07



Property Tax Exemption Example

- Senior Homestead Exemption from \$50,000 to \$100,000
 - Example: Appraised value \$200,000
less (exemption)\$100,000
taxable value \$100,000

Property tax is \$479.52 instead of \$719.27 an additional \$239.75 savings from current \$50,000 exemption

Total estimated savings for over 65 due to \$100,000 exemption is \$479.51

**CITY OF SAGINAW, TEXAS
ORDINANCE NO. 2022-07**

AN ORDINANCE AMENDING SECTION 90-81, "HOMESTEAD EXEMPTION," OF CHAPTER 90, "TAXATION," OF THE SAGINAW CITY CODE TO INCREASE THE CITY OF SAGINAW'S RESIDENCE HOMESTEAD TAX EXEMPTION FOR PERSONS WHO ARE 65 YEARS OF AGE OR OLDER FROM \$50,000 TO \$100,000; PROVIDING THAT THE ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Saginaw is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, Section 11.13 of the Tax Code authorizes municipalities to exempt from taxation a portion of the assessed value of the residence homestead of persons 65 or older; and

WHEREAS, the City Council of the City of Saginaw has heretofore adopted an ordinance which exempts from property taxes \$50,000 of the assessed value of the residence homesteads of persons 65 or older; and

WHEREAS, the City Council of the City of Saginaw desires to increase the amount of such residence homestead tax exemption for persons 65 or older from \$50,000 to \$100,000.

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

SECTION 1.

Section 90-81, "Homestead exemption," of Article III, "Tax Exemptions," of Chapter 90, "Taxation," of the Saginaw City Code is hereby amended to read as follows:

"Section 90-81. Homestead exemption.

Pursuant to article VIII, section 1-b of the Texas Constitution, and V.T.C.A., Tax Code section 11.13, \$100,000 of the assessed value of residence homesteads of persons 65 years of age and older, as defined in V.T.C.A., Tax Code section 11.13 and V.T.C.A., Tax Code section 11.41, shall be exempt from city real property taxes when such taxes are levied

and approved by the city council upon owner's compliance with the following:

- (1) The residence owner shall be 65 years of age or older during the tax year;
- (2) The residence owner shall be an actual occupant of the homestead on which the exemption is claimed, within the provisions of V.T.C.A., Tax Code section 11.13;
- (3) The residence owner of the homestead shall submit to the chief appraiser an exemption application form as required by the V.T.C.A., Tax Code, showing that the person is qualified under subsection (1) of this section and is an occupant under subsection (2) of this section; and
- (4) Any other lawful requirements as may be included in the tax levy ordinance."

SECTION 2.

The larger exemption granted by this Ordinance shall be applicable to the tax year 2022 and all subsequent years.

SECTION 3.

This Ordinance shall be cumulative of all provisions of ordinances of the City of Saginaw, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinance, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 4.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be found or declared to be void, invalid, or unconstitutional by the valid judgment or decree of any court or competent jurisdiction, such finding or declaration shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 5.

All rights and remedies of the City of Saginaw are expressly saved as to any and all violations of the provisions of the Saginaw City Code that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 6.

This ordinance shall be in full force and effect from and after its date of passage, and is so ordained.

PASSED AND APPROVED this 7th day of June, 2022.

Todd Flippo, Mayor

ATTEST:

Janice England, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, City Attorney



City of Saginaw

Meeting Date: 6/7/2022

Staff Contact: Kim Quin
Finance Director

Agenda Items: (4)(e)

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:

Action regarding Participation with the City of Fort Worth's Low Income Household Water Assistance Program (LIHWAP)

BACKGROUND/DISCUSSION:

The City of Fort Worth's Neighborhood Services Department contacted the City of Saginaw to participate in the LIHWAP. This is a program that prioritizes helping low income households who have fallen behind on their water and wastewater payments in the wake of the COVID-19 pandemic, intending to restore connection and prevent disconnection. Accounts who are up to date on payments but still meet the federal income requirements are eligible to receive a one-time subsidy capped at \$600. All payments are made to the water provider and all priority groups are subject to federal poverty guidelines. The benefits of the program are implemented on a sliding scale where the lowest income levels will receive the highest level of assistance. Households will be eligible at or below 150% of Federal Poverty Guidelines.

FINANCIAL IMPACT:

There is no cost to the City of Saginaw for participation in this program.

RECOMMENDATION:

It is recommended that the City Council authorize participation in the Low Income Household Water Assistance Program administered by the City of Fort Worth's Neighborhood Services Department.

ATTACHMENTS:

Description

Water Provider Agreement

Poverty Guidelines Table

LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)
“WATER PROVIDER AGREEMENT”

PURPOSE. The purpose of the Low Income Household Water Assistance Program (LIHWAP) grant is to provide emergency assistance to low-income households, particularly those with the lowest incomes that pay a high proportion of household income for water, storm water, drinking water, wastewater/sewer, and groundwater services collectively named (Water Services).

The Water Services Provider (Water Provider or Vendor), agrees to the terms of the LIHWAP grant and to accept payment from LIHWAP agencies only for eligible LIHWAP clients to whom Water Provider continues to provide Water Services. The Water Assistance Provider (Agency), agrees to make payments only for eligible LIHWAP clients.

PARTIES. This Water Provider Agreement is by and between:

Water Assistance Provider (Agency)

Water Services Provider (Water Provider)

The Agency and Water Provider are each a Party to the Water Provider Agreement and collectively known as the Parties.

Water Provider and Agency agree to assist eligible LIHWAP clients in the following Texas counties:

WATER SERVICES. Water Services provided and billed by Water Provider:

- ☐ Water Fees
- ☐ Stormwater Fees
- ☐ Wastewater
- ☐ Sewer Fees
- ☐ Groundwater Fees
- ☐ Other: _____

TERM. This Water Provider Agreement shall be effective from the ____ day of _____, in the year _____, for a period not to exceed one year from the effective date, although the Parties can agree in writing to extensions for up to one additional year. Either Party may terminate this Water Provider Agreement by written notice. Such written notice of termination shall not affect any obligation by either Party incurred prior to the receipt of such notice.

NOTICE. Notice shall be sent via certified mail to the addresses below with return receipt requested.

(Water Provider Name)

(Water Provider Mailing Address)

(Water Provider Certificate of Convenience and Necessity # (CCN))

(Agency Name)

(Agency Mailing Address)

AGENCY REPRESENTATIONS. The Agency named above represents and warrants to Water Provider that it is an entity under contract with the Texas Department of Housing and Community Affairs (TDHCA) and as such is authorized and has received funding from the TDHCA to provide bill payment assistance service for eligible LIHWAP clients. In addition, the Agency further represents and warrants to Water Provider that it has determined eligible LIHWAP clients to be eligible under the LIHWAP guidelines. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection, or prevention of disconnection of service, and to pay either partially or in full an eligible LIHWAP client's current due water bill, known as "Eligible Costs" related to Water Services.

WATER PROVIDER'S REPRESENTATIONS. The Water Provider named above represents and warrants that it will apply any payments received from Agency to the eligible LIHWAP client's account related to Eligible Costs.

Both parties acknowledge that this Water Provider Agreement and the services provided by the Water Provider are governed by and subject to the federal and state laws and regulations in accordance with the LIHWAP.

AMENDMENTS. Any and all amendments to this Water Provider Agreement shall be in writing, approved by TDHCA, and agreed upon by both Parties.

WATER PROVIDER'S RESPONSIBILITIES. Water Provider will, with reference to an eligible LIHWAP client:

- Provide the Agency with at least one designated contact person who shall be available to respond by telephone and email to all reasonable inquiries regarding eligible LIHWAP clients and client accounts including but not limited to bills, payments, and services.
- Provide water services to each eligible and approved household for which payment is provided under LIHWAP.
- Extend the potential LIHWAP application for water services for up to ten calendar days while the Agency determines whether the potential LIHWAP applicant is eligible pursuant to the LIHWAP.
- Upon accepting payment from Agency for the eligible LIHWAP client, continue or restore water services to eligible LIHWAP client with no increases in charges, service charges or other charges or fees affecting the total cost of the bill, except as allowed by the stated tariff cost registered with the Public Utility Commission "PUC".
- In the event the Agency requires the eligible LIHWAP client to pay a portion of the bill prior to having a pledge made on their account on or before the disconnect date, as stated in the client's Disconnect Notice as required by PUC regulations, nothing in this agreement requires the Water Provider to delay a disconnect if the eligible LIHWAP client has not paid their required portion.
- Invoice the eligible LIHWAP client in accordance with Water Provider's normal billing practices.
- Upon verbal or written request from Agency, provide at no cost to the Agency the eligible LIHWAP client's billing and usage history for previous twelve months, or available history plus monthly estimates if less than twelve

months of billing history and usage is available. Water Provider will transmit such billing history via electronic mail or facsimile as soon as possible, but no later than forty-eight hours following the request.

- Work with Agency and eligible LIHWAP client to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against eligible LIHWAP client in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans.
- Not refuse to provide water service or otherwise discriminate in the marketing and provision of water service to any eligible LIHWAP client because of race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, level of income, disability, financial status, location of client in an economically distressed geographic area, or qualification for low-income or water-efficiency services.
- Allow Agency forty-five days from the date of pledge for assistance payment to forward payment to the Water Provider. Water Provider agrees not to consider the portion of the eligible LIHWAP client's account to be paid by the Agency delinquent if said payment is received within the above mentioned forty-five day period, and Water Provider is provided with a verbal or signed pledge from the Agency within forty-five days of identifying an eligible LIHWAP client.
- Not interrupt service if eligible LIHWAP client is eligible under PUC regulations, or other state agency regulations (as applicable), and enters into an agreement with the Water Provider concerning how the eligible LIHWAP client will pay the balance owed Water Provider and the eligible LIHWAP client is meeting the obligation under such agreement.
- If the Agency has paid for an initial deposit or similar refundable instrument, upon the termination of service to the eligible LIHWAP client, the Water Provider shall return funds including interest (after any balance owed) to the Agency in accordance with PUC regulations or 10 Texas Administrative Code §6.312(f) (as applicable).
- Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds.
- Not apply LIHWAP payments to commercial accounts. LIHWAP payments must only be applied to residential accounts.
- Clearly enter, on LIHWAP household bills, the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from LIHWAP or at least the amount paid by LIHWAP shown as credited.
- Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to the Agency, in compliance with LIHWAP Water Provider Refund Policies.
- Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.
- Cooperate with any Federal, State, or local investigation, audit, or program review. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.
- Water Provider's application materials should include language that authorizes the Water Provider to release the applicant's information as described below to the Agency, Texas Department of Housing and Community

Affairs, Texas State Auditor's Office, Office of the Attorney General of Texas, U.S. Department of Health and Human Services, the U.S. Department of Health and Human Services Internal Auditor, or the designee of any of these governmental agencies.

- Data related to a eligible LIHWAP client's Water Services and payments must be provided within a timeframe specified by the Agency at no cost and must be provided in the format requested by the Agency. The data must be provided to the Agency for the purposes of verification, research, evaluation, analysis, and reporting. The eligible LIHWAP client's signed LIHWAP application will authorize the Water Provider to release this information to the Agency.

AGENCY RESPONSIBILITIES. The Agency will:

- Accept written referrals for LIHWAP benefits by the Water Provider, and evaluate whether the referral is eligible as an eligible LIHWAP client.
- Obtain written permission for Agency to request and have access to eligible LIHWAP client information, including confidential or personal account information, credit and payment history, from eligible LIHWAP client's seeking Agency assistance. Social Security numbers are not required for the LIHWAP program and may not be disclosed to Agency.
- Provide to Water Provider, at Water Provider's request, eligible LIHWAP client's written permission for Agency's access to eligible LIHWAP client's information as stated above.
- Review invoice(s) submitted by the Water Provider. The Agency may request additional documentation and/or clarification of charges as needed. No payment will be made without all required documentation/clarification of charges.
- Not provide payments on behalf of an eligible LIHWAP client to Water Provider without having adequate funds to pay such payments.
- Provide payment to the Water Provider after receipt of proper invoices, and any additional required documentation or clarification, for services rendered pursuant to this Water Provider Agreement, upon full compliance by the Water Provider with the terms herein within 45 days.
- Determine if a client is LIHWAP eligible within ten calendar days of contacting Water Provider.
- Provide Water Provider a list of names, telephone numbers and e-mail addresses of Agency staff designated to make payments on behalf of the Agency and eligible LIHWAP clients, if requested from Water Provider.
- Comply with all relevant state and federal laws and regulations in its implementation of the LIHWAP. Follow all supplemental terms and conditions as set forth by the U.S. Department of Health and Human Services. The Agency shall provide notice of any changes or amendments to policies or guidelines for the LIHWAP.

CONFIDENTIALITY. The terms of any confidential transaction under this Water Provider Agreement or any other information exchanged by the Agency and Water Provider relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Water Provider, their affiliates, or brokers, except to the extent disclosure is 1) required by law; 2) necessary to disclose to the other Party in connection with a dispute between the Parties; 3) otherwise permitted by written consent of the other Party; 4) required by guarantors to be disclosed; 5) information which must be disclosed to a third Party to transmit water; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) information which was or is hereafter in the public domain (except by breach of this Water Provider Agreement).

Authorized Water Provider Signature	Date
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Typed Name of Authorized Signature	Title
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Water Provider Telephone Number

Water Provider Email Address

Authorized Agency Signature	Date
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Typed Name of Authorized Signature	Title
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Agency Telephone Number

Agency Email Address

Agency (Area Code) Telephone Number

CITY OF FORT WORTH, TEXAS:

*Victor Turner has been delegated the proper authority to execute this document on behalf of the City pursuant to an Interoffice Memorandum from the City Manager dated July 20, 2021.

RECOMMENDED:

By: _____
Sonia Singleton
Assistant Neighborhood Services Director

APPROVED AS TO FORM AND LEGALITY:

By: _____
Jessika Williams
Assistant City Attorney I

ATTEST:

By: _____

Jannette Goodall

City Secretary

Contract Authorization:

M&C: N/A

Date Approved: N/A No M&C required. Ordinance No. 24161-04-2020

CONTRACT COMPLIANCE MANAGER:

By signing below, I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

Sonia Singleton

Assistant Neighborhood Services Director

2022 Federal Poverty Guidelines Chart (Effective Jan. 12, 2022)

We have included multiple percentages in the Federal Poverty Level chart below, as there are several programs, including Medicaid, that use a percentage of the FPL as the income criteria for program participation.

48 Contiguous States

# of Persons in Household	2022 Federal Poverty Level for the 48 Contiguous States (Annual Income)						
	100%	133%	138%	150%	200%	300%	400%
1	\$13,590	\$18,075	\$18,754	\$20,385	\$27,180	\$40,770	\$54,360
2	\$18,310	\$24,352	\$25,268	\$27,465	\$36,620	\$54,930	\$73,240
3	\$23,030	\$30,630	\$31,781	\$34,545	\$46,060	\$69,090	\$92,120
4	\$27,750	\$36,908	\$38,295	\$41,625	\$55,500	\$83,250	\$111,000
5	\$32,470	\$43,185	\$44,809	\$48,705	\$64,940	\$97,410	\$129,880
6	\$37,190	\$49,463	\$51,322	\$55,785	\$74,380	\$111,570	\$148,760
7	\$41,910	\$55,740	\$57,836	\$62,865	\$83,820	\$125,730	\$167,640
8	\$46,630	\$62,018	\$64,349	\$69,945	\$93,260	\$139,890	\$186,520
Add \$4,720 for each person in household over 8 persons							



City of Saginaw

Meeting Date: 6/7/2022

Staff Contact: Ellen Ritchie
Library Director

Agenda Items: (4)(f)

E-mail: eritchie@saginawtx.org

Phone: 817-230-0340

SUBJECT:

Action regarding Interlocal Agreement with the cities of Burleson, Decatur, Haltom City, Haslet, Keller, Richland Hills, Roanoke, Watauga, the Benbrook Library District, and the Forest Hill Library District for reciprocal lending of library materials.

BACKGROUND/DISCUSSION:

This Interlocal Agreement makes the Saginaw Public Library a member of the MetroShare Library Consortium. A consortium is a network of libraries that share a common catalog and allows for borrowing between libraries. Staff is proposing a change from our current consortium, NTLC, to MetroShare, which we believe will offer added benefits to our patrons and staff. Please see attached memo for full details.

FINANCIAL IMPACT:

No financial impact to join MetroShare, although the move does necessitate changing our software system. (See additional agenda item.)

RECOMMENDATION:

Library Board recommends approval (5/10/2022)
Staff recommends approval

ATTACHMENTS:

Description
Memo
Interlocal Agreement



Saginaw Public Library
355 W. McLeroy Blvd.
Saginaw, TX 76179
817-230-0300

MEMO

To: Gabe Reaume, City Manager
Lee Howell, Assistant City Manager
From: Ellen Ritchie, Library Director
Date: 31 May 2022
RE: Consortium/Software Change

We have an exciting opportunity in front of us to make a change that I believe will add a great deal of value for the Library's patrons and staff, and will position our library to move forward into the future. We have the opportunity to join the MetroShare consortium, and as part of that move, to make a much-needed change in the software that runs our Library catalog and circulation.

The Saginaw Library is currently (and has been for more than 10 years) a member of the North Texas Library Consortium (NTLC). A consortium is a network of libraries that have partnered together to expand the services and items that they offer to their patrons.

- All the member libraries share a catalog and software system, so that you can look up a book not only within the Saginaw collection, but also in our partner libraries' collections.
- Patrons from any of the partner libraries can easily borrow items from the other libraries in our consortium by placing them on hold, then picking them up at their home library.
- Patrons can also use their Saginaw library card to check out items at any of our partner libraries.

We have the opportunity to change to a **new partnership** that I believe could benefit Saginaw's patrons more than our current consortium.

This year, NTLC has gone through a bit of a crisis as we lost several key leaders from various libraries in quick succession. While there are good plans in place for restructuring, the situation has provided a good opportunity for us to re-evaluate our current position and our future.

The Library Board and I believe that a move to the MetroShare consortium would be a better fit for Saginaw. MetroShare currently includes the public libraries in Benbrook, Burleson, Forest Hill, Haltom City, Keller, Richland Hills, and Watauga. The Haslet, Roanoke and Decatur libraries are also switching from NTLC to MetroShare this year.

While NTLC has been a good home for us for many years, and we have benefitted immensely from the resource-sharing and networking available in that group, I believe that MetroShare has more to offer us:

The same easy borrowing from other libraries, but an even larger collection.

- **Geographically close** libraries that our patrons can visit (using their Saginaw card), including Keller, Watauga and Haltom City, as well as Haslet and Roanoke. (See maps to compare.)
- A better, more user-friendly **catalog/software system**, with excellent support for staff.
- More **collaborative programs** and sharing of special collections across the group.
- Partnership with high-caliber libraries **closer to our size**, so interlibrary borrowing will be more evenly matched.

Please see the **maps below** to compare the locations of libraries within the two groups.

As we transition to our new, larger building and continue to build our programs and services, I am confident that this partnership will be the right next step for Saginaw. This move will help build the Saginaw Library into the premiere library that we want it to be for the next stage of our community's growth.

I presented this information to the Library Board on May 10, 2022, and they unanimously (and enthusiastically) voted to move ahead with the consortium and software change. I also attended the MetroShare meeting on May 25, 2022, where the MetroShare board of directors voted unanimously to accept Saginaw as a member pending the signature of the Interlocal Agreement.

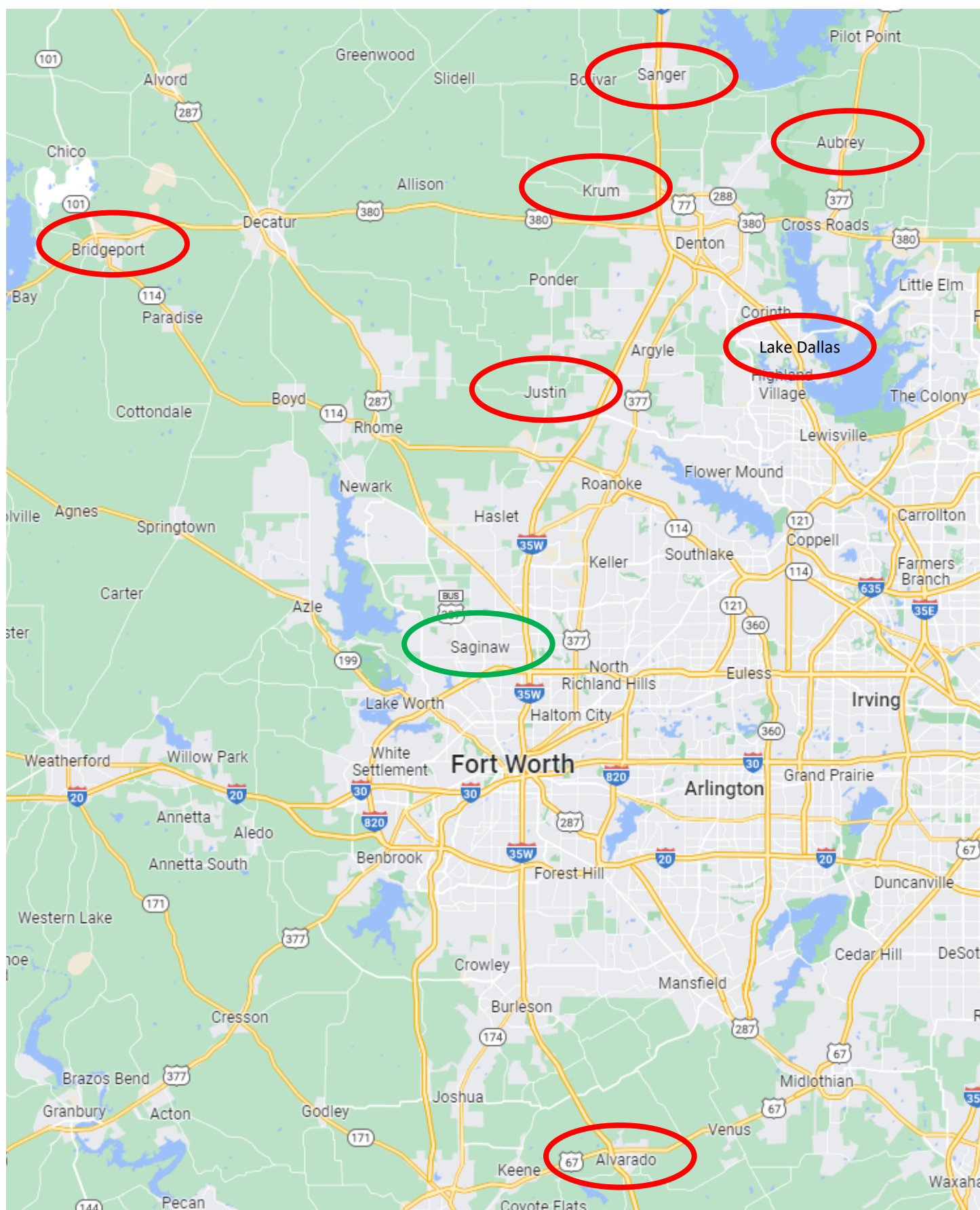
The Library staff are also excited about this change, as the new software system will offer much better support and user experience than the software we currently use. If you would like a demonstration, try browsing or searching the Burleson Library catalog (<https://catalog.burlesontx.com>)—ours will be almost identical.

There are two items that will go to the City Council for approval: the Interlocal Agreement that will make our Library a member of the MetroShare consortium, and the contract with ByWater Solutions for the installation, hosting, and ongoing support of the new software.

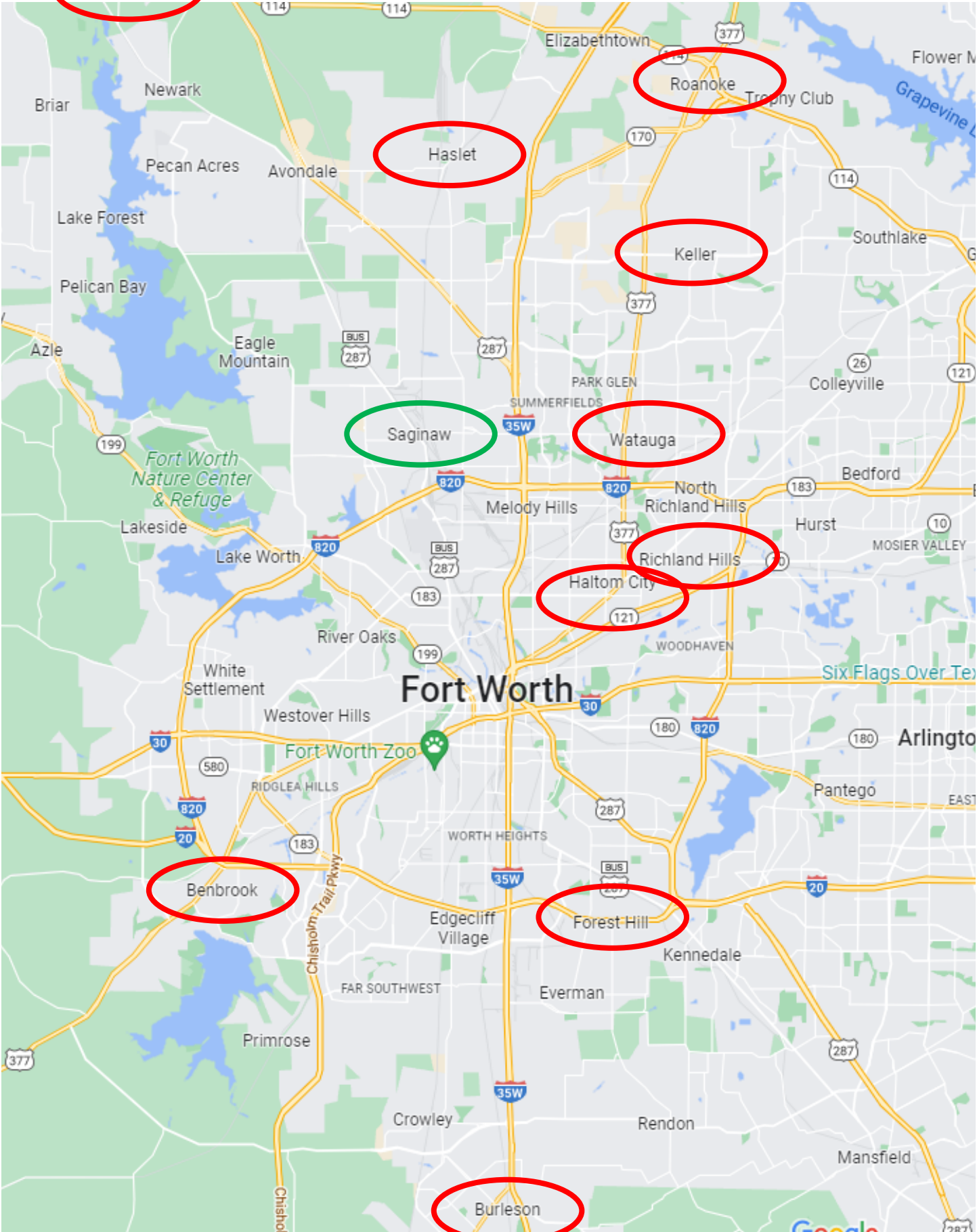
There is no cost associated with joining MetroShare. The software contract includes fees for the migration of our data from our current system to the new one, and also for ongoing support. The Library Board has graciously provided the necessary additional funds needed this year from the current year Donations Fund, and the ongoing cost for the software (FY 2023 onward) will be paid from the General Fund.

The Library Board and I recommend both items for approval.

NTLC (Current)



Decatur



**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITIES OF
BURLESON, DECATUR, HALTOM CITY, HASLET, KELLER, RICHLAND HILLS,
ROANOKE, SAGINAW, WATAUGA, THE BENBROOK LIBRARY DISTRICT, AND
THE FOREST HILL LIBRARY DISTRICT FOR RECIPROCAL LENDING OF
LIBRARY MATERIALS**

THIS AGREEMENT (“Agreement”), is made and entered into by and between the Benbrook Library District in Benbrook, Texas, the Forest Hill Library District in Forest Hill, Texas, political subdivisions of the State of Texas under Chapter 326 of the Local Government Code located in Tarrant County, Texas, the Cities of Haltom City, Haslet, Keller, Richland Hills, Saginaw, and Watauga, Texas, home-rule municipalities located in Tarrant County, Texas, the City of Burleson, a home-rule municipality located in Johnson County, Texas, the City of Roanoke, a home-rule municipality located in Denton County, Texas and the City of Decatur, a home-rule municipality located in Wise County, Texas (hereinafter collectively referred to as “Parties” or individually as “Party”).

WHEREAS, this Agreement is being entered into pursuant to the Interlocal Cooperation Act, Texas Government Code, Section 791.001, et seq. (the “Act”); and

WHEREAS, the Parties are all local governments as defined by Section 791.003 (4) of the Act engaged in the provision of governmental functions and services to their citizens and patrons; and

WHEREAS, the Parties’ public library systems desire to cooperate in the circulation of library materials for the mutual advantage of their patrons; and

WHEREAS, a program involving reciprocal lending of materials is believed by each of the Parties to be in the best interest of its respective patrons; and

WHEREAS, the Parties have current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

NOW THEREFORE, for mutual consideration hereinafter stated, the Parties agree as follows.

I. TERM

The term of this Agreement is for a period of twelve (12) months beginning October 1, 2022 and ending September 30, 2023. to be renewed automatically unless cancelled by any Party as provided in Section IV. TERMINATION herein.

II. OBLIGATIONS OF THE PARTIES

1. The term RECIPROCAL LENDING as used herein means and refers to the privileges which the Parties mutually agree to extend to individuals who are residents, taxpayers, or members

(hereinafter, “member”) of another Party’s municipality or political subdivision. RECIPROCAL LENDING privileges shall be subject to the general rules and regulations of the issuing Party with respect to its borrowers, it being the intention of the Parties that qualified patrons of each district during the term of the Agreement may have the same borrowing privileges afforded to the other Party’s members, wherever practical.

2. The Parties shall mutually accord to individual members of each Party RECIPROCAL LENDING privileges as defined in paragraph 1 with the following exceptions:

- (a) RECIPROCAL LENDING will not entitle the cardholder to free interlibrary loan services; and
- (b) RECIPROCAL LENDING will not entitle the cardholder to checkout electronic materials including e-books, e-audios, and downloadable items.

III. FEES/PAYMENTS DUE

Each Public Library System will bear its own cost of performing under this Agreement. All payments for expenses incurred as a result of the performance of this Agreement shall be made only from current revenues legally available to each respective Party. Any renewal will be subject to the revenues available for that Agreement term.

IV. TERMINATION

Any Party to this Agreement may, without stating any cause or justification, terminate this Agreement by giving written notice to the other Parties sixty (60) days in advance of the termination date selected. In such case, a final report and reconciliation called for by this Agreement shall be rendered notwithstanding any termination under this paragraph.

V. IMMUNITY

In the execution of this Agreement, none of the Parties waive, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in Parties who are not signatories to this Agreement.

VI. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and/or agreements either written or oral. This Agreement may be amended only by written instrument signed by each Party to this Agreement.

VII. NOTICES

Unless notified otherwise in writing, all notices are required to be given to all Parties in

writing and delivered in person or sent via certified mail to the other Parties at the following respective addresses:

Benbrook Representative: Director-Benbrook Public Library 1065 Mercedes St. Benbrook, TX 76126	Burleson Representative: Deputy Director-Burleson Public Library 248 S.W. Johnson Ave. Burleson, TX 76028
Decatur Representative: Director-Decatur Public Library 1700 S. Highway 51 Decatur, TX 76234	Forest Hill Representative: Director-Forest Hill Public Library 6962 Forest Hill Dr. Forest Hill, TX 76140
Haltom City Representative: Director-Haltom City Public Library 4809 Haltom Rd. Haltom City, TX 76117	Haslet Representative: Director-Haslet Public Library 100 Gammill St. Haslet, TX 76052
Keller Representative: Director-Keller Public Library 640 Johnson Rd. Keller, TX 76248	Richland Hills Representative: Director-Richland Hills Public Library 6724 Rena Dr. Richland Hills, TX 76118
Roanoke Representative: Library Manager-Roanoke Public Library 308 S. Walnut St. Roanoke, TX 76262	Saginaw Representative: Director-Saginaw Public Library 355 W. McLeroy Blvd. Saginaw, TX 76179
Watauga Representative: Director-Watauga Public Library 7109 Whitley Rd. Watauga, TX 76148	

VIII. AUTHORITY TO SIGN

The undersigned officer 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.

IX. SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement by giving the other Parties thirty (30) days written notice.

X. VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Tarrant County, Texas, and if legal and necessary, exclusive venue shall lie in Tarrant County, Texas.

XI. INTERPRETATION OF AGREEMENT

Each Party has had the opportunity to have this Agreement reviewed by an attorney. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be constructed more favorably for any of the Parties.

XII. REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by any Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XIII. SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Parties to this Agreement. No Party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Parties. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement by its authorized representative on the day and year last signed below.

BENBROOK LIBRARY DISTRICT

DATE _____

BY: _____
Carol Hafer, President, Board of Trustees

APPROVED AS TO FORM:

Betsy Elam, Attorney for the District

CITY OF BURLESON

DATE _____

BY: _____

Chris Fletcher, Mayor

APPROVED AS TO FORM:

Allen Taylor, City Attorney

CITY OF DECATUR

DATE _____ BY: _____

APPROVED AS TO FORM:

City Attorney

FOREST HILL LIBRARY DISTRICT

DATE _____

BY: _____

Dulani Masimini, Board President

APPROVED AS TO FORM:

Michael Hardrick, Library Director

CITY OF HALTOM CITY

DATE _____

BY: _____

An Truong, Mayor

APPROVED AS TO FORM:

Wayne Olson, City Attorney

CITY OF HASLET

DATE _____ BY: _____

APPROVED AS TO FORM:

City Attorney

CITY OF KELLER

DATE _____

BY: _____

Mark Hafner, City Manager

APPROVED AS TO FORM:

City Attorney

CITY OF RICHLAND HILLS

DATE _____

BY: _____

Edward Lopez, Mayor

APPROVED AS TO FORM:

Betsy Elam, City Attorney

CITY OF ROANOKE

DATE _____ BY: _____

APPROVED AS TO FORM:

City Attorney

CITY OF SAGINAW

DATE _____ BY: _____
Todd Flippo, Mayor

APPROVED AS TO FORM:

City Attorney

CITY OF WATAUGA

DATE _____

BY: _____
Andrea Gardner, City Manager

APPROVED AS TO FORM:

City Attorney



City of Saginaw

Meeting Date: 6/7/2022

Staff Contact: Ellen Ritchie
Library Director

Agenda Items: (4)(g)

E-mail: eritchie@saginawtx.org

Phone: 817-230-0340

SUBJECT:

Action regarding contract with ByWater Solutions for Library software installation, hosting and support.

BACKGROUND/DISCUSSION:

This contract provides for the installation ongoing hosting and support for a new library software system. This is the software that allows us to keep a database (catalog) of all the Library's items, as well as to check items in and out. The software we use is determined by which Library network (consortium) we choose to be a part of. Staff is proposing a change from our current consortium, NTLC, to MetroShare, which we believe will offer added benefits to our patrons and staff. Please see attached memo for full details.

FINANCIAL IMPACT:

\$13,000. (\$5,200 annual cost + \$7,800 for installation.) Funds for this year's expenditure will be taken from the Library's current-year General Fund budget (01-4300-0900), and from the Donations Fund (20-4300-6200 and 20-5245-6200).

In FY2023 and onwards, ongoing costs will be paid from the General Fund (01-4300-0900).

RECOMMENDATION:

Library Board recommends approval (5/10/2022)

Staff recommends approval

ATTACHMENTS:

Description

Memo

Contract



Saginaw Public Library
355 W. McLeroy Blvd.
Saginaw, TX 76179
817-230-0300

MEMO

To: Gabe Reaume, City Manager
Lee Howell, Assistant City Manager
From: Ellen Ritchie, Library Director
Date: 31 May 2022
RE: Consortium/Software Change

We have an exciting opportunity in front of us to make a change that I believe will add a great deal of value for the Library's patrons and staff, and will position our library to move forward into the future. We have the opportunity to join the MetroShare consortium, and as part of that move, to make a much-needed change in the software that runs our Library catalog and circulation.

The Saginaw Library is currently (and has been for more than 10 years) a member of the North Texas Library Consortium (NTLC). A consortium is a network of libraries that have partnered together to expand the services and items that they offer to their patrons.

- All the member libraries share a catalog and software system, so that you can look up a book not only within the Saginaw collection, but also in our partner libraries' collections.
- Patrons from any of the partner libraries can easily borrow items from the other libraries in our consortium by placing them on hold, then picking them up at their home library.
- Patrons can also use their Saginaw library card to check out items at any of our partner libraries.

We have the opportunity to change to a **new partnership** that I believe could benefit Saginaw's patrons more than our current consortium.

This year, NTLC has gone through a bit of a crisis as we lost several key leaders from various libraries in quick succession. While there are good plans in place for restructuring, the situation has provided a good opportunity for us to re-evaluate our current position and our future.

The Library Board and I believe that a move to the MetroShare consortium would be a better fit for Saginaw. MetroShare currently includes the public libraries in Benbrook, Burleson, Forest Hill, Haltom City, Keller, Richland Hills, and Watauga. The Haslet, Roanoke and Decatur libraries are also switching from NTLC to MetroShare this year.

While NTLC has been a good home for us for many years, and we have benefitted immensely from the resource-sharing and networking available in that group, I believe that MetroShare has more to offer us:

The same easy borrowing from other libraries, but an even larger collection.

- **Geographically close** libraries that our patrons can visit (using their Saginaw card), including Keller, Watauga and Haltom City, as well as Haslet and Roanoke. (See maps to compare.)
- A better, more user-friendly **catalog/software system**, with excellent support for staff.
- More **collaborative programs** and sharing of special collections across the group.
- Partnership with high-caliber libraries **closer to our size**, so interlibrary borrowing will be more evenly matched.

Please see the **maps below** to compare the locations of libraries within the two groups.

As we transition to our new, larger building and continue to build our programs and services, I am confident that this partnership will be the right next step for Saginaw. This move will help build the Saginaw Library into the premiere library that we want it to be for the next stage of our community's growth.

I presented this information to the Library Board on May 10, 2022, and they unanimously (and enthusiastically) voted to move ahead with the consortium and software change. I also attended the MetroShare meeting on May 25, 2022, where the MetroShare board of directors voted unanimously to accept Saginaw as a member pending the signature of the Interlocal Agreement.

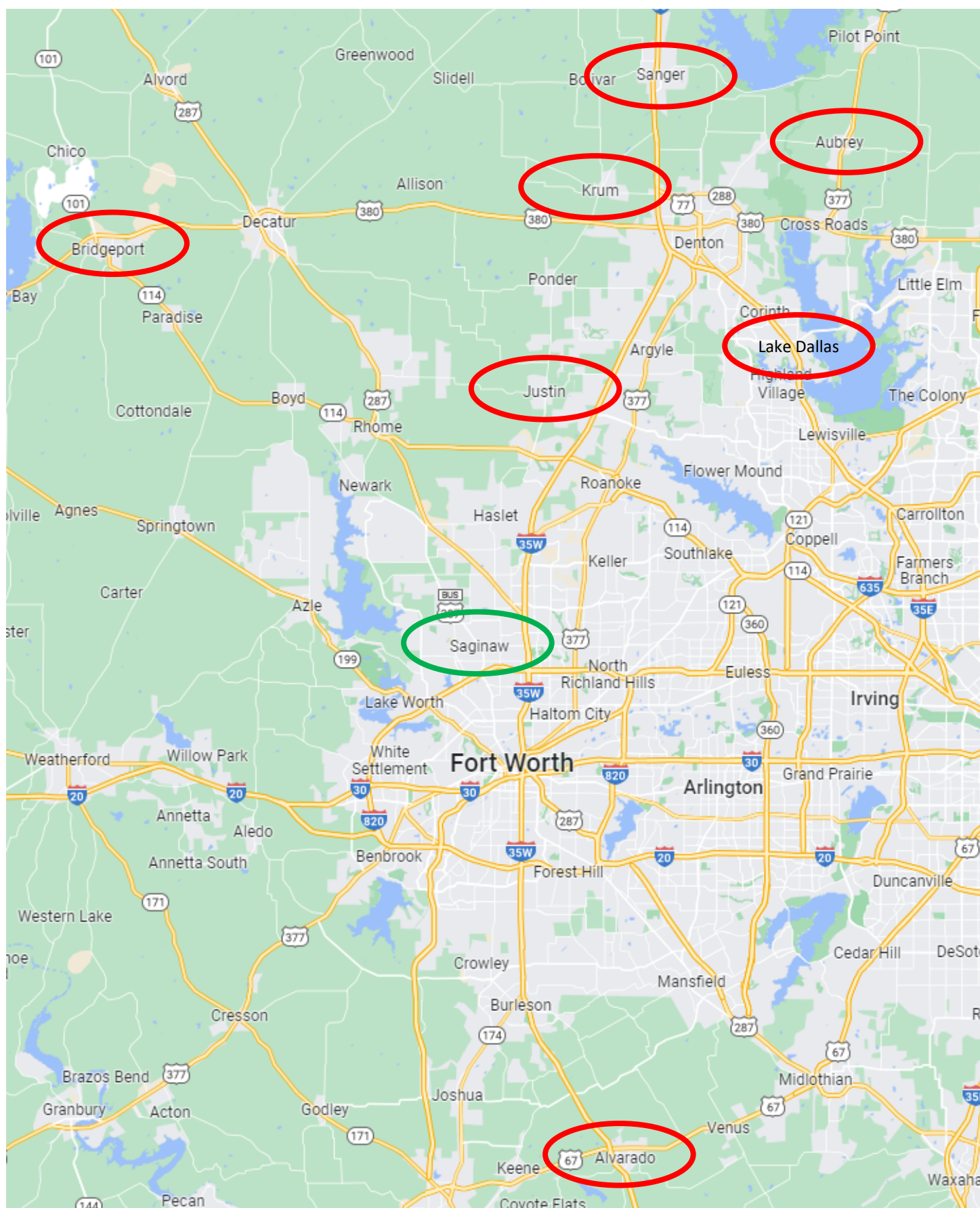
The Library staff are also excited about this change, as the new software system will offer much better support and user experience than the software we currently use. If you would like a demonstration, try browsing or searching the Burleson Library catalog (<https://catalog.burlesontx.com>)—ours will be almost identical.

There are two items that will go to the City Council for approval: the Interlocal Agreement that will make our Library a member of the MetroShare consortium, and the contract with ByWater Solutions for the installation, hosting, and ongoing support of the new software.

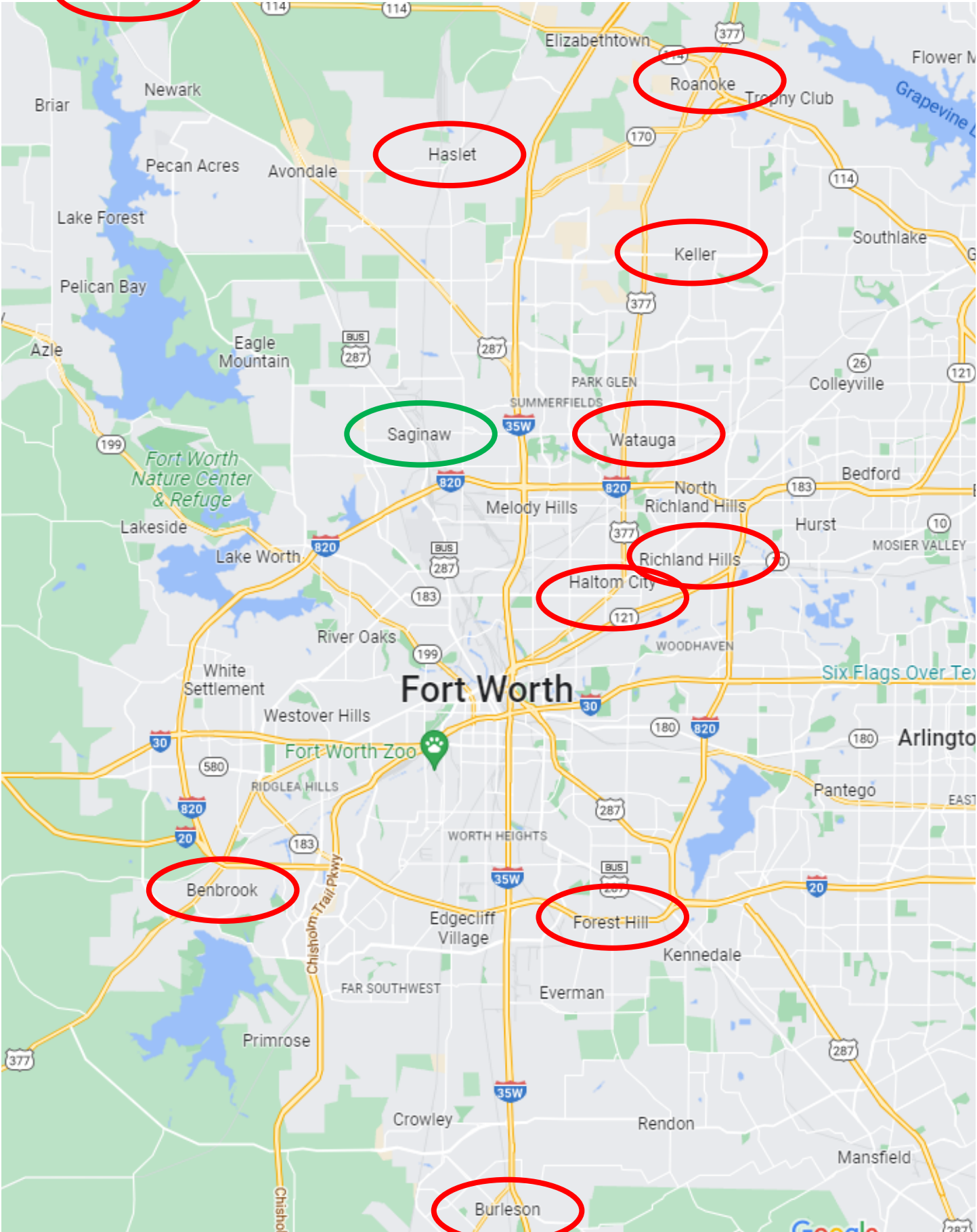
There is no cost associated with joining MetroShare. The software contract includes fees for the migration of our data from our current system to the new one, and also for ongoing support. The Library Board has graciously provided the necessary additional funds needed this year from the current year Donations Fund, and the ongoing cost for the software (FY 2023 onward) will be paid from the General Fund.

The Library Board and I recommend both items for approval.

NTLC (Current)



Decatur





CONTRACT FOR SERVICES

This Contract for Services ("Contract") is made effective as of 6/6/2022, by and between John Ed Keeter Public Library of Saginaw, TX 76179 as a member of the MetroShare Libraries ("Client"), and ByWater Solutions LLC, of Santa Barbara, California 93102 ("ByWater").

1. TERM. The service term shall be effective from 10/17, 2022 to 10/17 2024. Upon completion of this initial term, the Client will have the option to renew for additional two-year terms. Either party must notify the other in writing sixty (60) days prior to the end of the then-current Term of their intention to modify or discontinue the Contract. Renewal Contract will reflect no more than a 3% increase to annual support and hosting costs. This contract will expire if not executed within 60 days of the effective date listed above.

2. DESCRIPTION OF SERVICES. ByWater will provide the Client the following services (collectively, the "Services"):

- (a) Installation and Implementation of Koha Integrated Library System ("Koha"), including the initial migration of no more than 65,000 Bibliographic Records to the MetroShare Libraries Koha Catalog. Records delivered that total more than the referenced Bibliographic record count will result in higher initial and ongoing fees.
 - (1) Data extraction from current legacy system is the responsibility of the Client.
 - (2) Testing of initial migration is the responsibility of the Client.
 - (3) OPAC customization will include application of Client logos, preferred fonts and colors to ByWater template.
 - (4) Database size increases by more than 50% throughout the life of this Contract will result in pricing increases.
- (b) Installation and Implementation of the Aspen Discovery System ("Aspen"), including the customization and configuration of the public interface to meet the Client's style guidelines.
 - (1) Implementation will include the integration with existing API connections for third-party systems free of charge
 - (2) Data extraction (if applicable) from current system is the responsibility of the Client.
 - (3) Testing of initial installation is the responsibility of the Client.
 - (4) Aspen enables the application of Client logos, preferred fonts and colors interface.

- (c) Terms regarding technical support for the Client are as follows:
 - (1) Critical support will be available (24) hours per day, 7 days per week. Critical support includes system failure or complete loss of access to the Koha/Aspen system. Other support calls during hours in which the Client's facility is closed will be addressed by level of importance; i.e. system failure dictates immediate response time, training questions will be addressed within 24 hours;
 - (2) The support package will also cover software updates and Koha/Aspen enhancements that may be applicable to the Client.
- (d) Hosting for the Client's data will be located in a remote cloud, and Service providers may change at any time, at the absolute and sole discretion of ByWater. ByWater will not be responsible for force majeure events including natural disasters and communication line failures that may cause data corruption.
- (e) Training is required and will be provided for a minimum of three (3) days onsite or via webinar to be determined at the discretion of ByWater. Additional training will be provided upon request of Client. Clients not previously using Koha or Aspen as the library's primary ILS must receive training.

3. PAYMENT FOR SERVICES. In exchange for the Services the Client will pay ByWater according to the following schedule:

- (a) Koha Installation/Data Migration: \$4,800.00, invoiced upon signing.
- (b) Koha annual support and hosting fee: \$4,200.00, due on or before 10/17 of each year, beginning on 10/17, 2021.
- (c) Aspen Installation/Configuration: \$1,200.00 invoiced upon signing.
- (d) Aspen annual support and hosting fee: \$1,000.00, due on or before 10/17 of each year, beginning on 10/17, 2021.
- (e) Live Webinar Training: \$1,800.00 invoiced upon signing.

Payments not received within 60 days of the due date will result in termination of support services until receipt of payment. Payment not received within 90 days of due date shall result in termination of hosting services until receipt of payment. Payments may be made via check and direct deposits (ACH). Alternate payment methods will result in a convenience fee based on a sliding scale. For avoidance of doubt, any delay in implementation of the Software requested or

caused by the Client shall not be grounds for the Client to likewise delay payment of any fees then due and owing.

4. **WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by ByWater solely in connection with the Services will be the exclusive property of the Client. Upon request, ByWater will execute all documents necessary to confirm or perfect the ownership of the Client to the Work Product. All such Work Product developed on behalf of the Client will be made available under the terms of the open source license in effect for Koha/Aspen at the time the code is written (currently GPL v3). A copy of the code will be given to the Client even though the code may be hosted. A good faith effort will be made both by the Client, and by ByWater at the coding stage, to integrate all code into the public, koha-community.org code base, or wherever the public code base may subsequently be located. Upon expiration or termination of this Contract, ByWater will: (a) return to the Client all records, notes, documentation and other items owned by the Client that were used, created, or controlled by ByWater during the term of this Contract; and (b) assist Client in exporting data from ByWater's data cloud to Client, at no additional charge.

5. **CONFIDENTIALITY.** ByWater, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of ByWater, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Client, except (a) if and to the extent the information is already a matter of public knowledge; (b) such disclosures as may be necessary to ByWater's attorney or accountant (collectively, "Permitted Confidants"); or (c) such disclosures as are required by law or by any litigation between the parties hereto with respect to this Contract. ByWater shall also timely require each of its Permitted Confidants to keep that information confidential. Before making any disclosure required by law, ByWater, or the Permitted Confidant, as the case may be, shall give Client as much notice thereof as is legally permitted, along with a copy of the proposed disclosure. The foregoing duties of confidentiality shall survive the termination of this Contract.

6. **RELATIONSHIP OF PARTIES.** Client and ByWater agree that the status of ByWater is that of independent contractor, and not that of employee, principal, agent or joint venture partner of Client. Neither party has authority to enter into contracts or assume any obligations for or on behalf of the other party or to make any warranties or representations for or on behalf of the other party.

7. **WARRANTY.** ByWater shall provide the Services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the Services which meet generally accepted standards in ByWater's industry. Aside from the express warranties stated in this Contract, ByWater hereby disclaims any and all other warranties related to the products and services offered under this Contract, including but not limited to warranties of non-infringement, merchantability or fitness for a particular purpose, and whether such warranties are oral or written, express or implied. ByWater does not in any way warrant that

Koha or Aspen will operate without interruption or be error free. ByWater shall have no liability for damages resulting from the following, including, but not limited to: hosting inoperability, interruption due to product or delivered software malfunction (provided that regular daily backups are conducted by ByWater), loss of profits, goodwill, damage or loss of data, or any other indirect, special or consequential damages suffered by Client.

8. REMEDIES. If Client or ByWater fails to perform its obligations under this Contract, the non-breaching party shall have the right to terminate the Contract and to seek whatever remedy may be available to it, either in law or in equity. In the event that a claim or cause of action arises out of the interpretation, performance, or breach of this contract, the prevailing party shall be entitled to a reasonable attorney's fee in addition to costs of suit. The parties hereto hereby consent to the personal jurisdiction and venue of the State of Texas with respect to any claim or cause of action arising from this Contract, and hereby waive any objection to such venue based upon the doctrine of forum non conveniens.

9. LIMITATION OF LIABILITY. BYWATER WILL HAVE NO LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS CONTRACT OR THE PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO ANY UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT, LOSS, INACCURACY, OR DESTRUCTION OF INFORMATION OR DATA COLLECTED, STORED, DISTRIBUTED, OR MADE AVAILABLE VIA THE PRODUCTS AND SERVICES, CLIENT'S USE OR INABILITY TO USE THE PRODUCTS AND SERVICES, ANY CHANGES TO OR INACCESSIBILITY OF THE PRODUCTS AND SERVICES, ANY DELAY OR FAILURE OF THE SERVICES, OR FOR LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EVEN IF BYWATER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, BYWATER'S LIABILITY TO CLIENT FOR ANY REASON AND UPON ANY CAUSE OF ACTION WILL BE LIMITED TO THE AMOUNT CLIENT ACTUALLY PAID BYWATER FOR THE INDIVIDUAL BYWATER PRODUCTS OR SERVICES COVERED UNDER THIS CONTRACT OVER THE 12 MONTHS PRIOR TO WHICH SUCH CLAIM AROSE. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. FEES UNDER THIS CONTRACT ARE BASED UPON THIS ALLOCATION OF RISK. THIS SECTION WILL NOT APPLY TO DAMAGES THAT CANNOT BE LIMITED OR EXCLUDED BY LAW (IN WHICH EVENT THE LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED).

10. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other Contract whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral Contracts between the parties.

11. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable, provided that no party is, as a result thereof, deprived of its substantial benefits under this Contract. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

12. AMENDMENT. This Contract may only be changed, modified, amended or discharged by a Contract in writing executed by the parties hereto.

13. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Texas.

14. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

15. ASSIGNMENT. The Client may not assign or transfer this Contract without the prior written consent of ByWater.

16. BINDING EFFECT. This Contract shall inure to the benefit of and be binding upon the parties named herein and their respective heirs, successors and assigns.

17. EXECUTION. This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original hereof.

18. INDEMNIFICATION. The parties hereto shall fully indemnify, hold harmless and defend one another from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney’s fees and costs) (collectively, “Claims”) which arise out of or relate to (1) any breach of any representation or warranty of a party hereto contained in this Contract, (2) any breach or violation of any covenant or other obligation or duty of a party hereto under this Contract or under applicable law, in each case whether or not caused by the negligence of a party hereto and whether or not the relevant Claim has merit. Neither ByWater nor Client shall be liable to the other for loss, damage, or delay in the work caused by war, riot, the act or order of any competent civil or military authority, strikes, unauthorized work stoppage or by rain, fire, flood, act of God, epidemic, and CDC recognized pandemic or by any cause which is unavoidable and

beyond its reasonable control. In addition, ByWater is not liable for loss or damage suffered by the Client or any third party not caused by the employees, agents or equipment of ByWater.

JOHN ED KEETER PUBLIC LIBRARY

By: _____

Name: _____

Title: _____

BYWATER SOLUTIONS LLC

By: _____



Name: Brendan Gallagher

Title: Chief Executive Officer

Duly Authorized

Date: _____



City of Saginaw

Meeting Date: 6/7/2022

Staff Contact: Russell Ragsdale
Police Chief

Agenda Items: (6)

E-mail: rragsdale@saginawpolice.org

Phone: (817) 232-0311 ext 2372

SUBJECT:

K9 Program Update

BACKGROUND/DISCUSSION:

To provide an update and Q&A session, as we prepare to move forward with implementing a Police K9 Program. We will have a speaker with expertise in Police K9 programs available to answer questions.

FINANCIAL IMPACT:

\$50,000 has already been approved in the budget for the implementation of the K9 program.

RECOMMENDATION:

Staff Recommends moving forward with selecting K9 provider.



City of Saginaw

Meeting Date: 6/7/2022

Staff Contact: Joseph Laster
Emergency Management Coordinator
Doug Spears
Fire Chief

Agenda Items: (7)

E-mail: josephlaster@saginawfire.us

Phone: 817-230-0423

SUBJECT:

Northwest Tarrant CERT Update

BACKGROUND/DISCUSSION:

Council update on the activities of the Northwest Tarrant County Civilian Emergency Response Team or NWCERT.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A