



City of Saginaw

Meeting and/or Executive Session Agenda

Tuesday, December 5, 2023, 6:00 PM
Council Chamber
333 West McLeroy Boulevard
Saginaw, Texas 76179

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

- 1A. Call To Order -- Todd Flippo, Mayor
- 1B. Pledges--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"
- 1C. Invocation--Dr. Mark Towns, First Baptist Church
- 1D. Audience Participation--Anyone wishing to speak during the discussion of an item listed on the agenda must complete an audience participation form. These forms are located by the Police Chief. After completing the form, give it to the City Secretary. She will give it to the Mayor. The Mayor will call on you when that item is discussed. You will have three (3) minutes to make your comments.

2: Consent Agenda

All items listed 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.

- 2A. Action regarding Minutes, November 7, 2023--Janice England, City Secretary
- 2B. Action regarding approval of Memo of Understanding (MOU) for providing Detention Services to City of Blue Mound Police Department--Brandon Badovinac, Asst. Police Chief
- 2C. Action regarding Reappointment of Tax Increment Reinvestment Zone No. 1 Board of Directors--Janice England, City Secretary
- 2D. Action regarding Cancellation of December 19, 2023 City Council Meeting--Janice England, City Secretary
- 2E. Action regarding Interlocal Agreement with Tarrant County for Mill and Asphalt Overlay of Arcadia Dr., Straw Rd., Ridgecrest Dr. from Stallion Ln. to Canyon Dr., S. Hampshire Street from Hialeah Park St. to W. Southern Ave., Pimlico Way, and McLeroy Blvd. from Saginaw Blvd. to the Burlington Northern Santa Fe Railroad Crossing--Randy Newsom, Director of Public Works
- 2F. Action regarding Purchase of Vac Truck for Water & Wastewater Department--Jarred Coursey, Asst. Director of Public Works

3: Proclamations-Presentations

- 3A. Customer Service Request System Presentation--Maria Hernandez, Planning Tech

4: Public Hearings

5: Business

5A. Consideration and Action regarding Resolution 2023-26, Revisions to the City of Saginaw Personnel Policies--Melanie McManus, HR Director

5B. Consideration and Action regarding a Final Change Order for the new Fire Station Project--Doug Spears, Fire Chief

5C. Consideration and Action regarding Tyler Technologies Citation Software System--Corey Burnett, Police Lieutenant

5D. Consideration and Action regarding Service Agreement for managed security and IT services with iwerk--Lee Howell, Assistant City Manager

5E. Consideration and Action regarding Award of Bid for Reroofing the Police Department Building--Brandon Badovinac, Asst. Police Chief

6: Executive Session

The City Council may take action on any Executive Session item posted.

6A. 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:

6B. Any Posted Item

6C. 551.087 Texas Government Code. Deliberation regarding Economic Development Negotiations. The City Council may convene in executive session to discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described above, including:

6D. Building Improvement Grant Application--416 Belmont St.

6E. Fuel City Intersection Improvements

6F. Victory Western Center

7: Adjournment

7A. Adjournment--Todd Flippo, Mayor



City of Saginaw

City Council Memorandum

Prepared By: Janice England

Action regarding Minutes, November 7, 2023--Janice England, City Secretary

Meeting	Agenda Group
Tuesday, December 5, 2023, 6:00 PM	Consent Agenda Item: A
Reference File	

The minutes of the City Council Meeting held on November 7, 2023 are presented for consideration.

Attachments

Draft Minutes--11-07-2023.pdf

****The Following Document is a draft of the minutes and not the official approved minutes****

Minutes for the City Council

333 West McLeroy Boulevard, Saginaw, Texas, 76179

November 7, 2023, 6:00 PM - November 7, 2023, 8:39 PM

Roll Call: (The following members were in attendance)

Todd Flippo, Mayor

Cindy Bighorse, Place 5

Mary Copeland, Place 6

Paul Felegy, Place 1

Valerie Junkersfeld, Mayor Pro Tem

Nick Lawson, Place 2

Absent:

Randy Edwards, Place 4

1. Call To Order

1A. Call To Order -- Todd Flippo, Mayor - 6:00 PM

Mayor Flippo called the meeting to order at 6:00 p.m. with a quorum present.

Present

City Attorney Bryn Meredith

City Engineer Trenton Tidwell, P.E.

City Engineer Misty Christian, P.E.

City Engineer Laura Presley, P.E.

City Manager Gabe Reaume

Asst. City Manager Lee Howell

Finance Director Kim Quin

City Secretary Janice England

Police Chief Russell Ragsdale

Police Lieutenant Corey Burnett

Police Lieutenant James Crippen

Asst. Fire Chief Scott Craver

Director of Public Works Randy Newsom

Director of Community & Economic Development Keith Rinehart

Director of Human Resources Melanie McManus

Library Director Ellen Ritchie

Communications Manager Pedro Zambrano

Absent:

Councilmember Randy Edwards

Fire Chief Doug Spears

Visitors:

John Peet

Tony

Brack St. Clair

Betty Meinhardt

Glenn Reeves

Kenji Ford

Abel Moreno

Norm Bulaich

Mark Towns

Ronnie Horton

Kelly Stewart

Gary Losada

Daniel J. Bennett

Joe Rangel

Jennifer Flippo

Larry Little

Jonathan Reames

Dusty Shefler

Ryan McElyea

Brad Morgan

Jeremy Cutler

Ron Gailey (via Zoom)

**1B. Pledges--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" -
6:00 PM**

1C. Invocation--Pastor Joe Rangel, SOBA Church - 6:01 PM

Pastor Joe Rangel of SOBA Church gave the invocation.

**1D. Audience Participation--Anyone wishing to speak during the discussion of an item listed on the agenda must complete an audience participation form. These forms are located by the Police Chief. After completing the form, give it to the City Secretary. She will give it to the Mayor. The Mayor will call on you when that item is discussed. You will have three (3) minutes to make your comments. -
6:01 PM**

2. Consent Agenda

All items listed 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.

Valerie Junkersfeld made a motion to Approve that was seconded by Cindy Bighorse with a result of 6-0-0

2A. Action regarding Minutes, October 17, 2023--Janice England, City Secretary - 6:02 PM

The minutes of the City Council Meeting held on October 17, 2023 were presented for consideration.

2B. Action regarding Renewal and Amendment of the 2021 Tarrant County Bond Program Agreement with Tarrant County--Lee Howell, Asst. City Manager - 6:02 PM

The City Council previously approved an Interlocal Agreement with Tarrant County for reimbursement of eligible expenses on the Knowles Phase 1 Reconstruction. The Knowles Phase 1 Project is nearing completion. Because the project is carrying over to a new fiscal year, Tarrant County requires a renewal of the original agreement. The reimbursement schedule is being amended to extend into FY24. The reimbursement maximum remains the same at \$3,550,000. Requested reimbursements total approximately \$2.3 million to date, with at least one more reimbursement to file which will include final payment to the construction company and retainage. The financial impact will be approximately 50% of

eligible Knowles Phase 1 Reconstruction Costs not to exceed \$3,550,000. Costs such as irrigation and landscaping are not eligible for reimbursement, therefore the total the City will receive will be less than the allowed \$3,550,000.

2C. Action regarding Individual Project Order (IPO) with Kimley-Horn and Associates for 2023 Lead Service Line Inventory--Trenton Tidwell, City Engineer - 6:05 PM

**** Item was Removed from Consent**

This project is in response to the revisions to the Lead and Copper Rule by the Environmental Protection Agency (EPA) mandating all water systems develop and submit an inventory of service line material within their system by October 16, 2024. This program is being managed by the Texas Commission for Environmental Quality (TCEQ) on behalf of the EPA. It is the understanding of the consultant that this inventory is not intended to have every service line material identified by October 16, 2024 but that areas of unknown service line material are identified and that further verification efforts by the City will be made after the initial submittal based on pending legislation from the EPA. The work associated with this project will establish the preliminary inventory of the service line materials within the system. The Verification and Replacement Plan is required if the City identifies areas of unknown material or lines requiring replacement. The financial impact will be \$60,000. Funds in the amount of \$100,000 are budgeted in the Water and Wastewater Budget, Account 05-7000-50-00, Capital Outlay/Special Request, Lead/Copper Service Line Identification.

Nick Lawson made a motion to Approve that was seconded by Valerie Junkersfeld with a result of 6-0-0-0

2D. Action regarding Individual Project Order (IPO) with Kimley-Horn and Associates for ADA Transition Plan Phase 5-Intersection and Sidewalk Evaluation--Trenton Tidwell, City Engineer - 6:02 PM

This IPO is for the ADA Transition Plan Phase 5 - Intersection and Sidewalk Evaluation. The total lump sum fee for this IPO is \$80,000. This will be the final phase for the transition plan. After completion, the recommended next step is to utilize the gathered information to develop an implementation plan. A total of \$80,000 is budgeted in the Public Services Budget, Capital Outlay/Special Request Account 01-7000-06-00.

2E. Action regarding Resolution No. 2023-25 authorizing Communications Manager to act on behalf of the City regarding Apple Developer Program---Pedro Zambrano - 6:02 PM

The 2023 Work Plan Project adopted by the City Council includes the implementation of a new Customer Service Request Platform. The primary goal is to enhance the experience for

our residents, making it easier for them to report concerns and track the status of their work orders. The new software will feature a mobile app to provide residents with a user-friendly and convenient way to report concerns without the need for a desktop computer. The app will be available for download on both the Google Play Store (for Android users) and the Apple App Store (for iOS users). To ensure that the app is accessible to Apple users, we need to meet Apple Inc.'s requirements which include the establishment of an Apple Developer Account in the city's name. This is necessary for the app to be listed on the Apple App Store. The Communications Manager will serve as the point of contact to represent the City and manage the Apple Developer Account on behalf of the City. Therefore, the Communications Manager will need authorization to act on behalf of the City to participate in the Apple Developer Program. This authorization will enable us to proceed with the app's availability on the Apple App Store. The anticipated go-live date for the new Customer Service Request Platform and mobile app is in early December 2023.

2F. Action regarding Cancellation of November 21, 2023 City Council Meeting--Janice England, City Secretary - 6:02 PM

Due to the upcoming Thanksgiving Holidays, and the fact that there are no pending items for the November 21, 2023 City Council Meeting, it is suggested that the meeting be cancelled.

3. Proclamations-Presentations

3A. Presentation - City of Saginaw Employee Survey Results--Ron Gailey with Onpointe Insights - 6:16 PM

Mr. Ron Gailey of Onpoint Insights gave an overview of the results of the recent employee survey via Zoom. A total of 141 employees (88%) participated in the survey. The Council concurred to appoint a committee by the next City Council Meeting to review the results.

3B. Update on Highland Station Park Pedestrian Crossing/Channel--Trenton Tidwell, City Engineer - 7:13 PM

City Engineers Trenton Tidwell and Misty Christian, both of Kimley-Horn and Associates, addressed the Council regarding options for providing a safe connection from the Highland Station neighborhood over the creek to Highland Station Park.

3C. Recognition of 2023 Train & Grain Festival Committee Members and Volunteers--Gabe Reaume, City Manager - 7:55 PM

City Manager Reaume recognized the City Staff and volunteers that contributed to the success of the 2023 Train and Grain Festival.

3D. International Leadership of Texas-Saginaw Charter School Update--Bryn Meredith, City Attorney - 8:02 PM

City Attorney Meredith gave a brief update on the traffic issues at the International Leadership of Texas-Saginaw Charter School including their plans for improving traffic flow.

3E. Update to Saginaw and Lake Worth Consolidated Dispatch Services--Russell Ragsdale, Chief of Police - 8:07 PM

Police Chief Ragsdale updated the Council on the proposed Saginaw and Lake Worth consolidated dispatch services including estimated costs. He stated that an Interlocal Agreement would be presented to the Council for consideration at the next City Council Meeting.

4. Public Hearings

5. Business

5A. Consideration and Action Regarding Second Year Survey with OnPointe Insights--Pedro Zambrano, Communications Manager - 6:58 PM

Nick Lawson made a motion to Table that was seconded by Paul Felegy with a result of 6-0-0-0

5B. Consideration and Action Regarding Rate Increase Request from Waste Connections for Solid Waste and Recycling Services--Lee Howell, Asst. City Manager - 8:16 PM

Asst. City Manager Howell explained that Waste Connections has requested a 5% increase in residential and commercial trash rates effective with the December billing period. The monthly residential rate will increase from \$13.60 plus tax to \$14.27 plus tax. Mr. Abel Moreno and Mr. Norm Bulaich, both of Waste Connections were present for this item.

Valerie Junkersfeld made a motion to Approve that was seconded by Cindy Bighorse with a result of 6-0-0-0

5C. Consideration and Action regarding Ordinance No, 2023-30, Amending the Master Fee Schedule by amending the fee for Residential Trash and Recycle Services--Lee Howell, Asst. City Manager - 8:24 PM

Asst. City Manager Howell explained that Ordinance No. 2023-30 amends the Master Fee Schedule to reflect the residential trash and recycle rate approved in the previous item.

Valerie Junkersfeld made a motion to Approve that was seconded by Paul Felegy with a result of 6-0-0-0

5D. Consideration and Action regarding Resolution No. 2023-23, Election of Members to the Board of Directors of the Tarrant Appraisal District--Todd Flippo, Mayor - 8:24 PM

Mayor Flippo explained there are five (5) elected positions on the Board of Directors of the Tarrant Appraisal District. There seven (7) nominees for the five positions. The City has a total of thirteen (13) votes to cast. Resolution No. 2023-23 will address the casting of the City's votes. Mr. John Peet addressed the Council and expressed his support for nominee Gary Losada. Mr. Losada addressed the Council regarding the Board of Directors election.

Valerie Junkersfeld made a motion to Approve that was seconded by Cindy Bighorse with a result of 6-0-0-0

Resolution No. 2023-23 casting the City's thirteen (13) votes for Gary Losada.

5E. Consideration and Action regarding Resolution 2023-24, Revisions to the City of Saginaw Personnel Policies--Melanie McManus, HR Director - 8:35 PM

Director of Human Resources McManus explained the proposed revisions to the Personnel Policies Manual. They are as follows.

Chapter 10 Employee Benefits, Section 10.10 Longevity Pay - Increase the dollar amount from \$6.00 for each completed month of service with the City to \$7.00.

Chapter 11 Employee Incentive Program, Section 11.1 Attendance - Remove Section 11.1 Attendance Policy from Chapter 11.

Resolution No. 2023-24 addresses the proposed revisions.

Nick Lawson made a motion to Approve that was seconded by Valerie Junkersfeld with a result of 6-0-0-0

Resolution No. 2023-24 revising the Personnel Policies Manual as stated.

6. Executive Session

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6B. Any Posted Item -

7. Adjournment

7A. Adjournment--Todd Flippo, Mayor - 8:39 PM

Mayor Flippo declared the meeting adjourned at 8:39 p.m.

Valerie Junkersfeld made a motion to Approve that was seconded by Cindy Bighorse with a result of 6-0-0-0



City of Saginaw
City Council Memorandum

Prepared By: Russell Ragsdale

Action regarding approval of Memo of Understanding (MOU) for providing Detention Services to City of Blue Mound Police Department--Brandon Badovinac, Asst. Police Chief

Meeting	Agenda Group
Tuesday, December 5, 2023, 6:00 PM	Consent Agenda Item: B
Reference File	

BACKGROUND/DISCUSSION

The City of Blue Mound Police Department is requesting the Saginaw Police Department to provide detention services for arrests made by their department. Saginaw Police provide a similar service to the EMS-ISD Police Department.

FINANCIAL IMPACT:

The financial impact is a positive one for the City of Saginaw. Blue Mound will compensate the City of Saginaw for each arrest that Blue Mound Police make that is transported to the Saginaw Police Department Detention Center. Blue Mound estimates approximately 4-6 arrests a month based on previous arrest activity in their city. The fee per arrestee is \$415, which is the cost to process and detain an inmate and the same fee that is currently charged to EMS-ISD.

RECOMMENDATION:

N/A

Attachments

MOU BMPD and Saginaw PD Detention Services.pdf

MEMORANDUM OF UNDERSTANDING

Between

CITY OF SAGINAW, on behalf of its POLICE DEPARTMENT

And

CITY OF BLUE MOUND, on behalf of its POLICE DEPARTMENT

This Memorandum of Understanding (“MOU”) is being executed by the City of Blue Mound, on behalf of its Police Department, in conjunction with the City of Saginaw, on behalf of its Police Department, collectively referred to as the “Departments” or the “Parties.” The Departments agree to abide by the terms and provisions of this MOU throughout the duration of this MOU.

PURPOSE

The purpose of this MOU is to set out a mutual understanding of the policies and procedures the Departments will follow in providing detention services in Saginaw, Tarrant County Texas.

MISSION

The mission of this MOU is to provide better utilization of resources by the Saginaw Police Department and Blue Mound Police Department. Further, it will substantially increase cooperation between these two Departments by eliminating waste of public resources and potentially reducing crime in Blue Mound, Texas.

TERMS OF AGREEMENT

This MOU shall be in full force and effect from December 5, 2023 until October 31, 2025 (the “Expiration Date”). The Expiration Date may be renewed for an additional two (2) years upon written approval by the Parties and approved by the Parties’ City Councils, as long as the extension was agreed to before the Expiration Date.

TERMINATION

The Parties may terminate this MOU upon giving the other party written notice, delivered to the other party’s office specified herein, thirty (30) days prior to the Expiration Date. This MOU shall terminate at 11:59 PM CST on the Expiration Date, unless otherwise extended as outlined above. In the event of such termination by either party, the City of Saginaw shall be compensated for all services performed to termination date, together with reimbursable expenses then due and authorized by this MOU. Additionally, upon receipt of the written notice of termination, Saginaw Police Department shall maintain the services outlined in this MOU until thirty (30) days has elapsed. Any remaining arrestees in the detention facility will be the responsibility of the Blue Mound Police Department. In the event of such termination, should the City of Saginaw be overcompensated for all services performed up to termination date, and/or be overcompensated for reimbursable expenses as authorized by this agreement, then the City of Blue Mound shall be reimbursed for all such over

compensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this MOU.

**SERVICES PROVIDED AND RESPONSIBILITIES OF THE SAGINAW POLICE
DEPARTMENT**

The City of Saginaw shall permit the Blue Mound Police Department to utilize the City of Saginaw Detention Facility (the “Detention Facility”) for any adult offenders arrested by the Blue Mound Police Department. The City of Blue Mound shall reimburse the City of Saginaw for the costs of detention services for each inmate within thirty (30) days of receipt of an invoice for the detention services provided.

The Saginaw Police Department (hereinafter “Saginaw PD”) shall provide the following necessary and appropriate services for the Blue Mound Police Department (hereinafter “Blue Mound PD”) to the maximum extent authorized by this agreement without regard to race, religion, color, age, sex and national origin, to wit:

HOUSING AND CARE OF ARRESTEES

The Saginaw PD agrees to accept and provide secure custody, care and safekeeping of arrestees from the Blue Mound PD, in accordance with state and local law. The Saginaw PD will provide housing, care and meals for arrestees on the same basis as it provides for its own arrestees confined in its own Detention Facility.

ARREST RECORD SUBMITTAL

The Saginaw PD agrees to submit electronic arrest records (Livescan/TRN) to Tarrant County for all charges of Class B and above.

MEDICAL SERVICES

Any arrestee requesting medical services will be provided with a medical evaluation from paramedics with either the Saginaw Fire Department, MedStar, or both. The per-arrestee rate does not cover medical health care services provided outside the Saginaw PD’s facility, prescription drugs and treatments or surgical and dental care and does not include the costs associated with the hospitalization of an arrestee.

When it becomes necessary for an arrestee to be hospitalized, the Saginaw PD shall contact the Blue Mound PD through its chief of police or designated representative as soon as possible to inform the Blue Mound PD of the fact that the arrestee has been hospitalized and the nature of the illness or injury that has required the hospitalization.

COMPLIANCE WITH LAW

Nothing herein shall create any obligation upon the Saginaw PD to house the Blue Mound PD’s arrestees where the housing of said arrestees will, in the opinion of the Saginaw PD, raise the population of the facility above the permissible numbers of arrestees allowed by law or will, in the Saginaw PD’s opinion, create a condition of overcrowding or create conditions which endanger the

life or welfare of personnel and arrestees at the facility or result in possible violation of the constitutional rights of the arrestees housed at the facility.

Likewise, if any arrestee's behavior, medical or psychological condition or other circumstance of reasonable concern to the Saginaw PD makes the arrestee unacceptable for detention in the facility, in the opinion of the Saginaw PD's chief of police, the arrestee will be denied. Furthermore, if an arrestee becomes unacceptable to continued detention based on behavior, medical or psychological condition or other circumstance of reasonable concern, the Blue Mound PD will be requested to remove the arrestee from the facility and shall do so within two (2) hours upon the request.

PER DIEM RATE

The per diem rate for detention services under this agreement is four hundred-fifteen dollars (\$415.00) per arrestee.

BILLING PROCEDURE

The Saginaw PD shall submit an itemized invoice for the services provided each month to the Blue Mound PD.

Invoices shall be submitted to the office of the Blue Mound PD at:

City of Blue Mound
Police Department
301 S. Blue Mound Road
Blue Mound, TX 76131

The Blue Mound PD shall make payment to the Saginaw PD within thirty (30) days after receipt of the invoice.

Payment shall be in the name of the City of Saginaw, Texas, and shall be remitted to:

City of Saginaw
Detention Services
505 W. McLeroy Blvd
Saginaw, Texas 76179

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10-percent (10%) or the maximum legal rate applicable thereto which shall be a contractual obligation of the Blue Mound PD under this MOU.

The Blue Mound PD further agrees that the Saginaw PD shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

SERVICES PROVIDED AND RESPONSIBILITIES OF THE BLUE MOUND POLICE DEPARTMENT:

MEDIA REQUESTS

Media requests for press releases involving police incidents or arrests where the Blue Mound PD has transferred custody to the Detention Facility, will be referred to the Blue Mound PD.

TRANSPORTATION AND OFF-SITE SECURITY

The Blue Mound PD is solely responsible for the transportation of the arrestee to and from the Saginaw PD. Should an arrestee require medical services while in custody, the Blue Mound PD will be responsible for non-ambulance transportation, and will be responsible to provide stationary guard services for an arrestee awaiting medical treatment or evaluation, admitted to, or committed to an off-site medical facility.

ARRAIGNMENT AND BONDING SETTING

The Blue Mound PD is solely responsible for arraignment and bond setting of all arrestees admitted to the Detention Facility, by the Blue Mound PD.

Arraignments and bond settings should be performed on a daily basis, by a magistrate of Blue Mound PD's choosing and at the sole expense of the Blue Mound PD.

ARREST RECORDS AND REPORTS

The Blue Mound PD agrees to submit documentation and reports for all arrests transferred to the Detention Facility to establish proper arrest charges and probable cause for Class C and above offenses.

The Blue Mound PD is solely responsible for submitting arrest records and case files (other than TRN) to the Tarrant County District Attorney's Office for all Class B and above offenses in a timely manner.

AMENDMENTS

This MOU shall not be modified or amended except by a written instrument executed by the duly authorized representatives of the Parties and approved by the Parties' City Council.

PRIOR AGREEMENTS

This MOU contains all of the agreements and undertakings, either oral or written, of the Parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

CHOICE OF LAW AND VENUE

The law which shall govern this MOU is the law of the State of Texas. All consideration to be paid

and matters to be performed under this MOU are payable and to be performed in Tarrant County, Texas, and venue of any dispute or matter arising under this MOU shall lie in a District Court of Tarrant County, Texas.

APPROVALS

The City Council of the City of Saginaw and the City Council of the City of Blue Mound in accordance with the Interlocal Cooperation Act must approve this MOU.

FUNDING SOURCE

In accordance with the Interlocal Cooperation Act, all amounts due under the MOU are to be paid from current revenues of the City of Blue Mound. The signature of the City Manager or Mayor below, certifies that there are sufficient funds from the current revenue available to the City of Blue Mound to meet its obligations under this MOU.

ASSIGNMENT

Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this MOU without the prior written permission of the other party to this MOU.

CITY OF SAGINAW LIABILITY

The City of Saginaw understands and agrees that the City of Blue Mound, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents and/or representatives of the Blue Mound PD. The City of Saginaw shall not be required to indemnify nor defend the Blue Mound PD for any liability arising out of the wrongful acts of employees or agents of the Blue Mound PD to the extent allowed by Texas law.

CITY OF BLUE MOUND LIABILITY

The City of Blue Mound understands and agrees that the City of Saginaw, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents and/or representatives of the City of Saginaw. The City of Blue Mound shall not be required to indemnify nor defend the City of Saginaw for any liability arising out of the wrongful acts of employees or agents of City of Saginaw to the extent allowed by Texas law.

SEVERABILITY

Nothing contained in this MOU shall waive the respective immunities of the City of Saginaw or the City of Blue Mound.

The validity of this MOU and/or 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. In the event that any portion of this MOU shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

AUTHORITY

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this MOU on behalf of the parties hereto, and each party hereby certifies to the other party that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

SIGNATORIES

For City of Saginaw:

Russell Ragsdale
Chief of Police
Saginaw Police Department

Date

Gabe Reaume
City Manager
City of Saginaw

Date

For City of Blue Mound:

Tony Segura
Chief of Police
Blue Mound Police Department

Date

Jennifer Calvert
City Administrator
City of Blue Mound

Date



City of Saginaw
City Council Memorandum

Prepared By: Janice England

Action regarding Reappointment of Tax Increment Reinvestment Zone No. 1 Board of Directors--Janice England, City Secretary

Meeting	Agenda Group	
Tuesday, December 5, 2023, 6:00 PM	Consent Agenda	Item: C
Reference File		

BACKGROUND/DISCUSSION:

The terms of office of four members of the Tax Increment Reinvestment Zone No. 1 Board of Directors will expire on December 31, 2023. The four members are as follows.

- Place 5 - Randy Edwards
- Place 7 - Mary Copeland
- Place 8 - Tracey Knight (Tarrant County Representative)
- Place 9 - Ronnie Watkins (Tarrant County College District Representative)

The terms of office are two years. A list of all members is included in the attachments. The Council will need to take action to reappoint the four members.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends the reappointment of Place 5 - Randy Edwards, Place 7 - Mary Copeland, Place 8 - Tracey Knight, and Place 9 - Ronnie Watkins.

Attachments

TIRZ No 1 Board of Directors.pdf

TAX INCREMENT REINVESTMENT ZONE NO. 1

BOARD OF DIRECTORS

Todd Flippo, Chairman	Place 1	Term Expires December 31, 2024
Paul Felegy	Place 2	Term Expires December 31, 2024
Nicky Lawson	Place 3	Term Expires December 31, 2024
Valerie Junkersfeld	Place 4	Term Expires December 31, 2024
Randy Edwards	Place 5	Term Expires December 31, 2023
Cindy Bighorse	Place 6	Term Expires December 31, 2024
Mary Copeland	Place 7	Term Expires December 31, 2023

Tarrant County Representative

Tracey Knight	Place 8	Term Expires December 31, 2023
Chief of Staff		
Tarrant County Precinct Four		

Tarrant County College District Representative

Ronnie Watkins, MBA	Place 9	Term Expires December 31, 2023
Executive Director of Finance & Administrative Services		
Tarrant County College District		



City of Saginaw

City Council Memorandum

Prepared By: Janice England

Action regarding Cancellation of December 19, 2023 City Council Meeting--Janice England, City Secretary

Meeting	Agenda Group
Tuesday, December 5, 2023, 6:00 PM	Consent Agenda Item: D
Reference File	

BACKGROUND/DISCUSSION:

Due to the upcoming Christmas Holidays and the fact that there are no pending items for the December 19th City Council Meeting, it has been suggested that the meeting be cancelled.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A



City of Saginaw

City Council Memorandum

Prepared By: Janice England

Action regarding Interlocal Agreement with Tarrant County for Mill and Asphalt Overlay of Arcadia Dr., Straw Rd., Ridgecrest Dr. from Stallion Ln. to Canyon Dr., S. Hampshire Street from Hialeah Park St. to W. Southern Ave., Pimlico Way, and McLeroy Blvd. from Saginaw Blvd. to the Burlington Northern Santa Fe Railroad Crossing--Randy Newsom, Director of Public Works

Meeting	Agenda Group	
Tuesday, December 5, 2023, 6:00 PM	Consent Agenda	Item: E
Reference File		

BACKGROUND/DISCUSSION:

The proposed Interlocal Agreement with Tarrant County includes mill and asphalt overlay of Arcadia Dr., Straw Rd., Ridgecrest Dr. from Stallion Ln. to Canyon Dr., S. Hampshire St. from Hialeah Park St. to W. Southern Ave., Pimlico Way, and McLeroy Blvd. from Saginaw Blvd. to the Burlington Northern Santa Fe Railroad Crossing. As in previous agreements, Tarrant County will furnish the labor and equipment. The responsibilities of both parties are specified in the proposed agreement. Projects are scheduled as Tarrant County's workload permits. Funds to cover these expenditures are budgeted in multiple accounts in the 2023-2024 Street Maintenance Fund Budget. Tarrant County approved the proposed agreement on November 7, 2023.

FINANCIAL IMPACT:

The financial impact will be the costs of the materials for the projects stated.

RECOMMENDATION:

Staff recommends approval.

Attachments

ILA with Tarrant County (Mill and Asphalt Overlay).pdf

C.04-142127

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

This Interlocal Agreement is between **Tarrant County, Texas** ("COUNTY"), and the **City of Saginaw** ("CITY").

WHEREAS the CITY is requesting the COUNTY'S assistance to:

Mill and asphalt overlay of Arcadia Drive, Straw Road, Ridgecrest Drive from Stallion Lane to Canyon Drive, S Hampshire Street from Hialeah Park Street to W. Southern Ave., Pimlico Drive and McLeroy Blvd., from Saginaw Blvd. to the Burlington Northern Santa Fe Railroad Crossing; being approximately 268,000 square feet; all being located within the CITY (Collectively referred to as the "**Project**").

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS, the Commissioners Court of the COUNTY and the City Council of the CITY each make the following findings:

- a. This Agreement serves the common interests of both parties;
- b. This Agreement will benefit the public;
- c. The division of costs fairly compensates both parties to this Agreement; and
- d. The CITY and the COUNTY have authorized their representative to sign this Agreement; and
- e. Both parties acknowledge that they are each a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

NOW, THEREFORE, the COUNTY and the CITY agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

The COUNTY will furnish the labor and equipment to assist the CITY in completing the Project.

- **Arcadia Drive:** COUNTY will mill and remove excess materials, the COUNTY will reclaim to a depth of 2" inches, place two inches of asphalt surface (type D).
- **Straw Road:** COUNTY will mill and remove excess materials, the COUNTY will reclaim to a depth of 2" inches, place two inches of asphalt surface (type D).
- **Ridgecrest Drive from Stallion Lane to Canyon Drive:** COUNTY will mill and remove excess materials, the COUNTY will reclaim to a depth of 2" inches, place two inches of asphalt surface (type D).
- **S. Hampshire Street from Hialeah Park Street to W. Southern Ave:** COUNTY will mill and remove excess materials, the COUNTY will reclaim to a depth of 2" inches, place two inches of asphalt surface (type D).
- **Pimlico Drive:** COUNTY will mill and remove excess materials, the COUNTY will reclaim to a depth of 2" inches, place two inches of asphalt surface (type D).
- **McLeroy Blvd. from Saginaw Blvd. to Burlington Northern Santa Fe Railroad Crossing:** COUNTY will mill and remove excess materials, the COUNTY will reclaim to a depth of 2" inches, place two inches of asphalt surface (type D).

2. CITY RESPONSIBILITY

- 2.1 CITY will furnish all materials for the Project and pay trucking charges.
- 2.2 CITY will furnish a site for dumping waste in close proximity to job site for materials generated during this project.
- 2.3 CITY will furnish water and water meter if required, for construction or reconstruction projects.
- 2.4 CITY will furnish all rights of way, plan specifications and engineering drawings.
- 2.5 CITY will furnish and maintain necessary traffic controls including Type A barricades to redirect traffic flow to alternate lanes during the construction phase of the project: and
- 2.6 The CITY will furnish labor and equipment to do locates in the project work zone and assist COUNTY equipment operators during the excavation to ensure obstacles such as utilities, valve boxes, manhole covers, and curbs are not damaged.

- 2.7 CITY will verify the location of all utility locations, mark those locations and then remove the utilities that will interfere with the progress of the project.
- 2.8 CITY will provide the labor and equipment if hand excavation is required.
- 2.9 CITY will provide temporary driving lane markings.
- 2.10 If a Storm Water Pollution Prevention Plan is required, the CITY will be responsible for the design and development of the Plan. CITY will pay for all cost (including subcontractor materials, labor, and equipment) associated with the implementation and maintenance of the Plan.
- 2.11 CITY will provide a location for the County to park their heavy equipment near the job site: and
- 2.12 CITY will provide any soil lab testing and/or material testing needed for the project.
- 2.13 CITY will reimburse the COUNTY for actual cost of any overtime hours the CITY requests the COUNTY to provide watering the roadway for dust control after regular work hours.

3. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this Project.

If the CITY has a complaint regarding the construction of the project, the CITY must complain in writing to the COUNTY no later than 30 days of the date of project completion. Upon expiration of 30 days after project completion, the CITY will be solely responsible for maintenance and repairs of the entire Project.

4. NO WAIVER OF IMMUNITY

This Agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This Agreement does not waive CITY rights under a legal theory of sovereign immunity.

5. OPTIONAL SERVICES

- 5.1 If requested by the CITY, the COUNTY will apply permanent striping coordinated through the Transportation Department to that part of the Project described in 1.2 above. Application of striping by the COUNTY is limited to those Projects. If the CITY desires permanent striping applied to any roadways or portions of roadways not covered by this Agreement, the CITY will need to enter into a separate agreement with the COUNTY for the provision of those services or contact a private vendor.
- 5.2 If necessary, the CITY will furnish flag persons.

- 5.3 If required, the CITY will pay for engineering services, storm water run-off plans, and continuation of services and plan.
- 5.4 If a Storm Water Prevention Plan is provided by the CITY, the COUNTY will be responsible for the implementation and maintenance of the Plan during the duration of the Project.

6. TIME PERIOD FOR COMPLETION

The CITY will give the COUNTY notice to proceed at the appropriate time. However, the COUNTY is under no duty to commence construction at any particular time.

7. THIRD PARTY

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

8. JOINT VENTURE & AGENCY

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

9. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

10. TERMINATION OF AGREEMENT

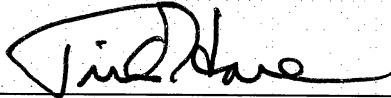
The initial term of this Agreement is until September 30, 2024 and will automatically renew for one year thereafter unless terminated by either party in writing. Either party may terminate this Agreement at any time—either before the expiration of the initial term or after the renewal of any term thereafter—by providing the other party with 30-days written notice of termination. In the event of termination by either party, neither party shall have any obligations to the other party under this Agreement, except that the CITY is still liable for payment to the COUNTY for any outstanding invoice for the Project.

11. COMPLIANCE WITH LAWS

In providing the services required by this Agreement, CITY must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum


and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. CITY shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

TARRANT COUNTY, TEXAS



COUNTY JUDGE

Date: November 7, 2023

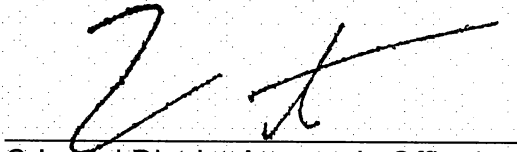


COMMISSIONER, MANNY RAMIREZ
PRECINCT FOUR

Attest:



APPROVED AS TO FORM*
LEGALITY



Criminal District Attorney's Office*

* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

CITY OF SAGINAW

Authorized City Official

Date: _____

Attest:

APPROVED AS TO FORM AND

Assistant City Attorney



City of Saginaw

City Council Memorandum

Prepared By: Janice England

Action regarding Purchase of Vac Truck for Water & Wastewater Department--Jarred Coursey, Asst. Director of Public Works

Meeting	Agenda Group	
Tuesday, December 5, 2023, 6:00 PM	Consent Agenda	Item: F
Reference File		

BACKGROUND/DISCUSSION:

The Council approved for the 22-23 budget for Public Works to purchase a new Vac truck for their operations. Public Works chose to go with a new vendor, Gap Vax, and ordered a truck. The projected delivery date of the truck at the time of the order was June/July 2023. In August 2023, contact was made with the Gap Vax representative to receive a status update on our order as we had not received the new truck yet. We were told that the expected delivery date would now be September 2024. This would now present a 2-year total wait to receive our new Vac Truck. This created more risk to the City due to the truck aging another year and the likelihood of more maintenance needs that would cause down time of the machine and money to repair. It also created a risk of the trade-in value depreciating more as we are relying on the trade-in value.

In September 2023, our crews were working on a Sewer main break and one of the main suction hoses on our current Vac Truck busted. One of our crew members contacted Kinloch Vac Tron and their representative delivered a new hose on site, on a Saturday, and helped install the new hose to ensure that our truck would operate correctly, we had never received that level of service in the years past of being a Kinloch customer. The quality of Kinloch trucks was never in question when we decided to try a new vendor, it was solely based on the customer service we had received when trying to get our truck serviced or repaired. While there on-site, conversations began about Kinloch having trucks on hand and new trucks being readily available in the near future as well. We brought up our concerns about their customer service and were told that they had removed all personnel that had been employed at Kinloch during that time and had resolved their customer service department. We once again contacted Gap Vax and made sure that we would not receive the truck any sooner than what was stated to us and they unfortunately could not make that happen.

Kinloch currently has a truck for us on hold that can be available to us this December. In no way will this new truck exceed what was budgeted in FY 22-23. We will be able to step away from the Gap Vax order with no issue, as we have already spoken with Gap Vax representatives.

Council approved \$561,525 in the FY22-23 budget for the new Gap Vax truck which was priced at \$559,318.59 with a trade-in allowance of \$80,000 (Total Cost \$479,318.59). This was approved at the November 15, 2022 City Council Meeting. The Kinloch Vac Truck that is available to us now is priced at \$556,028.00. They have given us a trade-in allowance of \$76,709.41 to be applied which will bring the cost to \$479,318.59. The FY23-24 budget will be amended at midyear to reflect the unexpended funds from the FY22-23 budget.

Due to the delays explained above, we are seeking approval to move forward with the purchase of the new Kinloch Vac Truck.

FINANCIAL IMPACT:

The financial impact will be \$479,318.59. The budgeted amount for this expenditure is \$561,525 (FY22-23 Water and Wastewater Budget, Account 05-7000-50-00, Capital Outlay/Special Request).

RECOMMENDATION:

Staff recommends approval.

Attachments

FY22-23 Budget Info--Vac Truck.pdf

Gap Vax Info.pdf

**CITY OF SAGINAW
BUDGET SUPPLEMENT
2022-2023**

WATER & WASTEWATER

05-7000-50-00	CAPITAL OUTLAY/SPECIAL REQUEST		\$	654,135
	Vac Truck combination sewer cleaning truck	\$	561,525	
	SCADA upgrade	\$	69,725	
	sewer service camera/line locator	\$	10,385	
	50% funding home renovation incentives	\$	12,500	
		\$	-	
		\$	-	
		\$	<u>654,135</u>	

From: Jarred Coursey
Sent: Wednesday, November 29, 2023 4:00 PM
To: Janice England
Subject: FW: City of Saginaw

Janice, here is the email I received from the Gap Vax Rep.

From: Paul Folker
Sent: Tuesday, November 21, 2023 8:42 AM
To: Jarred Coursey <jcoursey@saginawtx.org>
Cc: Randy Newsom <rnewsom@saginawtx.org>; Paul Wrzesinski <pwrzesinski@saginawtx.org>
Subject: Re: City of Saginaw

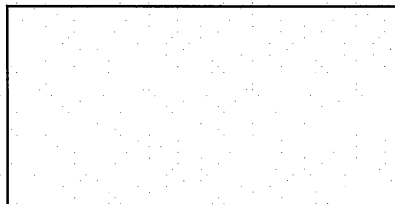
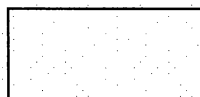
Jarred,

I'm very sorry to hear this but I completely understand. I'd love to still earn your business on your next truck as GapVax absolutely builds the most powerful, most reliable truck in the industry, as well as the fact that our repair facility is 15 or 20 minutes away from your shop. With that in mind, if you're going to be looking at another truck next year or in 2025 I would be willing to place the order right now and if something happens and you don't get the purchase approved, or if you decide to go in another direction, I can always sell the truck to someone else.

I apologize for the lengthy build times as GapVax is struggling like everyone else, only a little more because our trucks are all built by hand, 1 at a time, unlike our competitors. I know Vactor and Vac-Con are both out over a year at the moment, but the Vactor dealer has managed to reserve some build slots in advance so he has been able to get a few trucks. GapVax is actually out about 2 years at the moment which is frankly killing me as a dealer. Again, I'd still like to work with you in the future, I just need to plan ahead a little better until things return to normal, which GapVax is working frantically on accomplishing.

Respectfully,

Paul Folker
Lonestar Municipal Equipment



NOTE:

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City of Saginaw
City Council Memorandum

Prepared By: Melanie McManus

**Consideration and Action regarding Resolution 2023-26, Revisions to the City of Saginaw Personnel Policies--
Melanie McManus, HR Director**

Meeting	Agenda Group	
Tuesday, December 5, 2023, 6:00 PM	Business	Item: A
Reference File		

BACKGROUND/DISCUSSION:

During the council meeting on September 5, 2023. City Council approved to move forward with Employee Suggestion Program.

Resolution No. 2023-26 - requesting revisions to the City of Saginaw Personnel Policy Manual.
Chapter 11 Employee Incentive Program, Section 11.3 Employee Suggestion Program

Employee suggestion programs offer a way to gather new ideas, boost performance, and commit to continuous improvement.

FINANCIAL IMPACT:

Awards will range from \$25 to a maximum of \$5,000 for documented net savings.

Awards for suggestions that are intangible value are determined according to their impact on City operations and can range from \$25 to a maximum of \$1,500.

RECOMMENDATION:

Staff recommends approval.

Attachments

Resolution No. 2023-26 - Revisions to the City of Saginaw Personnel Policy Chapter 11, Section 11.3 - Add Employee Suggestion Program.pdf

Copy of Cost Saving Suggestions-Safety Suggestions from the 1990's.pdf

CITY OF SAGINAW RESOLUTION NO. 2023-26

**A RESOLUTION OF THE CITY OF SAGINAW, TEXAS TO APPROVE
REVISIONS TO THE CITY OF SAGINAW PERSONNEL POLICIES,
AND APPROVING THE SAID CITY OF SAGINAW PERSONNEL
POLICIES MANUAL AS SO REVISED**

WHEREAS, the City Staff has prepared revisions to the City of Saginaw, Texas Personnel Policies Manual, as originally adopted on November 17, 1988, and as heretofore revised on June 7, 1988; February 20, 1990; June 16, 1992; and December 6, 1994; April 6, 1999, May 19, 2009; August 18, 2009; December 1, 2009; April 20, 2010; September 7, 2010; August 16, 2011; June 19, 2012; August 20, 2013; September 6, 2014; September 1, 2015; January 5, 2016; December 6, 2016; January 21, 2020; February 2, 2021; May 3, 2022; November 7, 2023 and

WHEREAS, the City Council has heretofore reviewed the proposed revisions as set forth in the attached exhibit;

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

1. That the City Council of the City of Saginaw, Texas does hereby formally approve the proposed revisions of the City of Saginaw Personnel Policies Manual, as presented to the City Council at the regular meeting of said City Council on the 5th day of December, 2023 and set forth in the attached exhibit and reflected by the minutes of said meeting.
2. That henceforth the Personnel Policies Manual incorporating the said revisions, and bearing the date of December 5, 2023, be and is hereby adopted and approved as the City of Saginaw Personnel Policies Manual effective with the adoption of this resolution on December 5, 2023.

ADOPTED AND APPROVED this 5th day of December, 2023.

APPROVED:

Todd Flippo, Mayor

ATTEST:

Janice England, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, City Attorney

CITY OF SAGINAW EMPLOYEE SUGGESTION PROGRAM

The purpose of the Employee Suggestion Program is to improve the way we do business and recognize City employees for their positive efforts in the form of suggestions to reduce expenditures, increase revenue, productivity, and efficiency, and improve departmental services and service to the citizens of the City of Saginaw.

This program is subject to the availability of funds in the budget.

Eligibility to Participate

All employees of the City of Saginaw, both regular full-time and part-time, are eligible to participate and receive cash awards if the suggestion is implemented, except for the following:

- City Manager
- Assistant City Manager
- Department Heads
- Temporary Part-Time Employees
- Seasonal Employees

Two or more employees may submit an idea as a team. The award will be divided equally among the team members.

Definition

Suggestion: The idea will need to clearly outline how the suggestion will improve job performance and/or provide cost savings. Successful suggestions will include adequate detail and data, as well as pictures and sketches if needed. Suggestions indicating the need for change or improvements without suggesting how to make the change or improvement would not be a valid suggestion under this program.

Objective

The objectives of the employee suggestion program are:

- To stimulate and reward employees for initiative and creativity that leads to a reduction in operating costs.
- To provide a means for recognizing individual ideas and contributions to the City.
- To provide an opportunity to simplify work methods and operations and to improve services, safety, and health.
- To improve service to the citizens of the City of Saginaw.

Eligible Suggestions

- Improve service to our citizens
- Save time, materials, or cost
- Improve a procedure
- Improve safety conditions for the employees
- Improve tools and/or equipment
- Eliminate unnecessary processes
- Simply reduce or eliminate reports and forms

Ineligible Suggestions

- Call attention to a problem but offer no solution.
- Normal maintenance unless it solves a maintenance problem.
- Salary adjustments or job reclassifications.
- Suggestions that are within the scope of the employee's job responsibilities.
- Recommendations to use or purchase a specific product or brand.

How to Submit

- All suggestions must be submitted using an Employee Suggestion Program Form.
- Describe the specific problem, concern, or issue and provide a workable solution.
- Supply as much detail as possible and include examples or attachments to validate your idea.
- Describe how the City will benefit from your suggestion. An eligible suggestion should generate cost savings, revenue enhancements, or process improvements that positively impact City operations and services.
- Sign and date the form. If a suggestion has more than one suggester, each must sign the form.
- Submit it to your department head for review and signature.
- Send the completed form along with any attachments to the Human Resources Department.

Employee Suggestion Review Committee Appointment

- This committee would be nominated by department heads and appointed by the City Manager and would consist of five members from various departments.
- This committee will meet as needed.

Employee Suggestion Review Committee Responsibilities

- The Suggestion Review Committee evaluates the suggestion and the information submitted with the suggestion concerning its impact on departments. The Suggestion Review Committee will discuss the suggestion with the appropriate department head for additional input and consideration.
- The Suggestion Review Committee makes a recommendation on the suggestion and submits the suggestion along with their recommendation to the City Manager for review and comments, as well as a recommendation on implementation or rejection.
- If recommended for implementation by the City Manager, the Suggestion Review Committee then determines the award and recognition.
- Savings and revenues will be verified by the Finance Director.
- Award amounts will be recommended by the Suggestion Review Committee.
- The award recommendation brought to City Council for review and approval.

Award Details

- Depending on the type of suggestion and its benefit to the City (i.e., tangible or intangible), the Suggestion Program Committee may recommend that one or more types of awards or recognition be granted to the employee. These may include certificates or recognition, plaques, gift certificates, or monetary awards. Awards will range from \$25 to a maximum of \$5000 for documented net savings. Awards for suggestions that are of intangible value are determined according to their impact on City operations and can range from \$25 to \$1500. No monetary award will be made until the actual cost savings or other tangible benefits to the City have been verified.
- Awards for suggestions with verifiable monetary value will be 10% of the first year's net savings or net increase in revenue, up to a maximum of \$5000. The total cost to implement a suggestion is subtracted from the gross savings to determine the net savings.
- Some awards can be paid promptly after the implementation of the suggestion; however, others must wait until the first year's net savings can be calculated. Every circumstance is different.
- If duplicate suggestions are received, the one bearing the earliest receipt shall be eligible for an award, and all others shall be ineligible.
- Joint suggestions by a group of employees are welcome. The amount of the award shall be prorated among those employees making the suggestion.

CITY OF SAGINAW

EMPLOYEE INCENTIVE PROGRAM

COST SAVING SUGGESTIONS/ SAFETY SUGGESTIONS

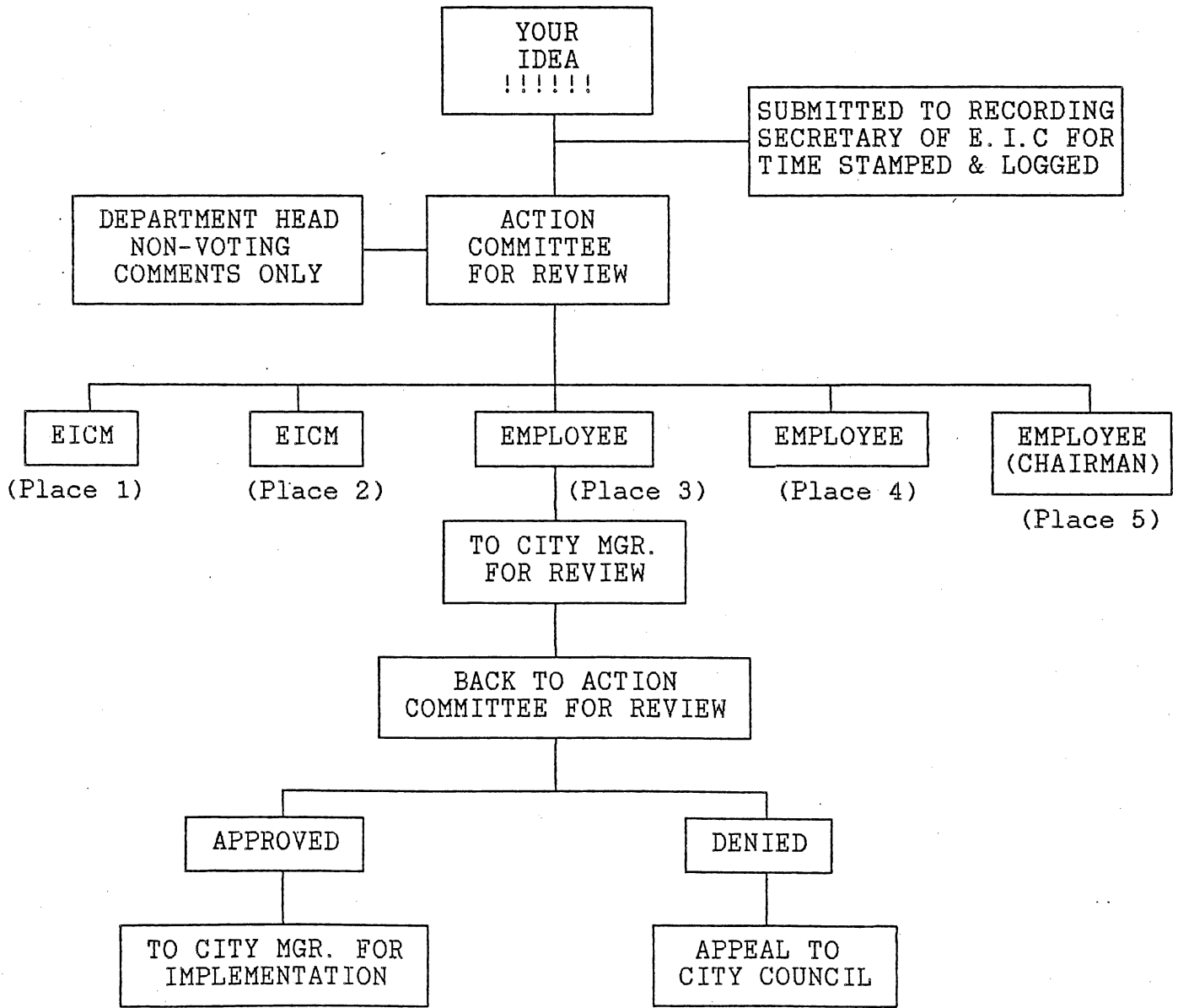


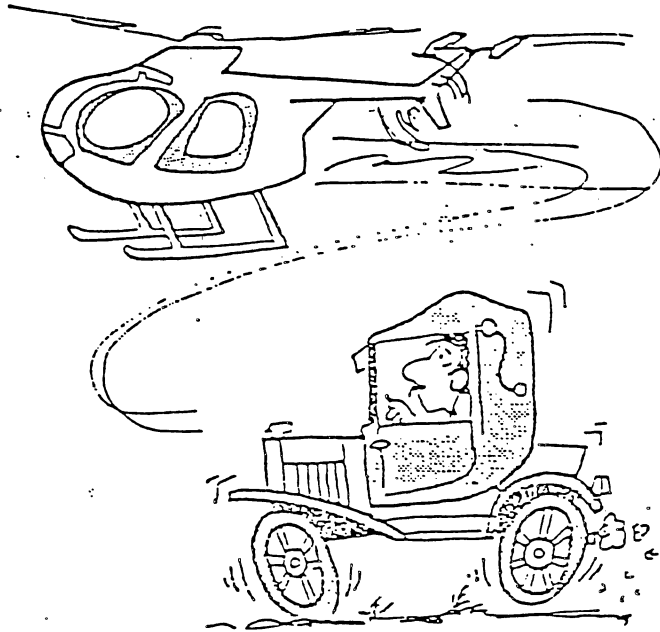
SAGINAW EMPLOYEE INCENTIVE PROGRAM
COST SAVINGS SUGGESTIONS/SAFETY SUGGESTIONS MANUAL

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CITY OF SAGINAW
 COST SAVINGS SUGGESTIONS/SAFETY SUGGESTIONS
 FLOW CHART





BE WILLING TO CHANGE

We're all human. Whether we are consciously aware of it or not, most of us don't want the change represented in new ideas. In fact, we resist change. If we overcome these tendencies in ourselves and courageously challenge them in others we will achieve the goals of the Suggestion Program.

SAGINAW EMPLOYEE INCENTIVE PROGRAM
COST SAVING SUGGESTIONS/SAFETY SUGGESTIONS

SECTION I: PURPOSE

The purpose of this program is to establish a mechanism for facilitating innovative ideas from City of Saginaw employees and to provide a method for rewarding and recognizing suggesters.

SECTION II: POLICY

It is the City's policy to encourage employee involvement in the improvement of public service, worker safety, enhanced productivity and reduced costs through the establishment of this program.

SECTION III: AUTHORITY

Administered by the City Manager and the designated Action Committee Chairperson.

SECTION IV: DEFINITION OF SUGGESTION

- A. An introduction of something new or an improvement to an existing procedure; an idea or opportunity which benefits the City of Saginaw and its citizens.
- B. The suggestion must involve a productivity improvement, a new or improved idea or project, an experimental system, or a service.
- C. All original, practical, and constructive ideas which benefit the City by reducing costs, generating revenue, increasing efficiency, improving services, enhancing productivity, improving working conditions, or enhancing employee safety will be considered.

SECTION V: ACTION COMMITTEE

- A. The Action Committee is responsible for accepting, evaluating, and formulating recommendations for employee suggestions, and when appropriate, determining awards as set forth in Exhibit A.
- B. The Action Committee shall have five members, Places 1 through 5, composed of City employees. The Action Committee shall consist of two members from the Employee Incentive Program Committee and three full or part-time employees. Places 2 and 4 shall be filled by members of the EIP Committee and Places 1, 3 and 5 shall be filled by full or part-time employees. Three members shall constitute a quorum.
- C. Members shall serve on a rotating basis for a period of two years, except for the first year of implementation; Places 2 and 4 shall

serve only one year terms. Even numbered places will expire in even numbered years and odd numbered places will expire in odd numbered years.

- D. In the event there is a vacant position on the Action Committee, the Employee Incentive Committee shall appoint a replacement to fill the unexpired term.
- E. If a member of the Action Committee submits a suggestion for the Action Committee's consideration, then that member will be a nonparticipating member when his/her suggestion is evaluated.

SECTION VI: SUGGESTER

A City of Saginaw full time or part-time employee who has been employed for at least six months, or a retiree who presents a suggestion/idea which falls under the parameters of the Procedure. The City Manager shall not be eligible to submit suggestions. Department Heads, Supervisors, and any other employees who are directly involved in formulating the budget for their department shall only be eligible to submit suggestions in departments other than their own. See Exhibit B for a complete listing of Department Heads, Supervisors, and those exempt from making suggestions in their own departments.

SECTION VII: COMMITTEE ELIGIBILITY/APPOINTMENT

- A. Full and part-time employees of the City of Saginaw employed at least six months prior to appointment, and whose positions are not that of a Department Head are eligible to serve on the Action Committee.
- B. All interested employees may volunteer for the rotating Action Committee by sending name, department and telephone number to the Employee Incentive Program Committee. Members will be chosen at random by the Employee Incentive Program Committee.
- C. Appointment to the Action Committee is on a volunteer basis as selected by the Employee Incentive Program Committee.

SECTION VIII: ACTION COMMITTEE RESPONSIBILITIES

The Action Committee shall follow a standard operation procedure (See Section X); receive all suggestions; maintain a log of all suggestions; collect relevant information concerning impact on departments/evaluate suggestions; keep suggesters advised of progress; discuss suggestion with appropriate Department Head or Supervisor; administer the Award Program; generate all publicity (Employee News Bulletins, Brochures, Posters, etc.); recommend funding and/or seek approval of funds to cover implementation/maintenance costs of suggestion; generate appeal process to the City Council; prepare quarterly action reports to the Employee Incentive Program Committee on the suggestion evaluation process; and prepare annual report to City Manager and Council. All meetings of the Action Committee shall

be tape recorded. Tape recordings of the meetings shall be kept at City Hall for a period of no less than two years and no longer than five years, unless otherwise dictated by law.

SECTION IX: CRITERIA FOR SUGGESTIONS

Eligible Suggestions

- A. A suggestion may be entirely new or may be a new application of an old idea which can be adapted for the City of Saginaw's benefit.
- B. All suggestions must pertain to conditions over which the City has control and not to those regulated by political or private concerns and businesses.
- C. Suggestions relating to any activity of the City of Saginaw may be submitted.
- D. Suggestions are considered in the order in which they are received.
- E. Suggestions may be submitted by a group of employees or by an individual employee.
- F. Suggestions must be accompanied by relevant information concerning impact on the department or departments affected. It is the responsibility of the suggester to provide support documentation, facts and figures, and cost estimates for implementation.

Ineligible Suggestions

- A. Submitted suggestions that are currently under consideration by the Action Committee, or have been under previous management consideration for the two years prior.
- B. Suggestions that have been presented and discussed in the past and were not implemented due to lack of funds may not be resubmitted by a new suggester.
- C. Suggestions which are basically duplicates of other previously submitted suggestions.
- D. Suggestions which express personal grievances, deal with salary adjustments and job classifications.
- E. Suggestions which only call attention to a problem, or only recommend studies, reviews, or surveys; but offer no solution.
- F. Suggestions that are not accompanied by documentation, facts, figures, and support data.

SECTION X: PROCEDURE FOR SUGGESTION SUBMISSION

- A. If the suggester requires support documentation on existing cost figures, that information may be obtained through the Accounts

Payable Clerk. All requests must be submitted in writing and must spell out specific information such as vendor name, dates, etc. Only information from the current and prior fiscal year will be provided. The Accounts Payable Clerk will respond to the request within five working days.

- B. A suggestion is submitted to the Employee Incentive Program Committee Secretary. (See Exhibit C) The Secretary will time stamp the suggestion. Then the suggestion will be assigned a control number. The Secretary will send the suggester a letter stating that the suggestion has been received and is being processed. The Secretary will then send the suggestion to the Action Committee.
- C. The Action Committee evaluates the suggestion and the information submitted with the suggestion concerning impact on departments. The Action Committee discusses the suggestion with the appropriate Department Head or Supervisor for additional input and consideration. (See Exhibits D, E, F, & G)
- D. The Action Committee makes a recommendation on the suggestion and submits the suggestion along with their recommendation to the City Manager for review and comments as well as a recommendation of implementation or rejection. (See Exhibit H)
- E. If recommended for implementation by the City Manager, the Action Committee then determines the award and recognition based upon Exhibit A.
- F. If not approved for implementation by the City Manager, the Suggester may appeal the decision to the City Council.
- G. If the suggestion requires "seed" money, approval must be obtained from the Action Committee and the City Manager.
- H. If funds are not available to implement a suggestion the suggestion will be placed in an inactive file. Suggestions in the inactive file shall be reviewed by the Action Committee twice a year.
- I. To receive compensation for an inactive suggestion that becomes active, the employee must be actively employed by the City, unless the employee retired after submission of the suggestion. If not actively employed by the City, the rights to the suggestion revert back to the City.
- J. After a suggestion has been approved for implementation, the City Manager will meet with the appropriate Department Head regarding implementation of the suggestion. At this time the Department Head will be given a copy of the approved suggestion.
- K. If at any time the suggester feels the suggestion is not being implemented properly, the suggester should meet with the Action Committee and the Action Committee will follow up with the appropriate action. At no time during the process should the

suggester go directly to the City Manager. All communication should be through the Action Committee.

- L. A status report will be made quarterly by the Department Head to the City Manager and Action Committee until the suggestion is completely implemented and the award is paid in full to the suggester. (See Exhibit J)

SECTION XI: CITY LIABILITY

The City reserves the right to terminate the Employee Suggestion Program (ESP) or to modify its terms and conditions at any time without prior notice.

The City has the sole, exclusive right to determine which suggestions will and which will not be implemented.

The City has the sole and exclusive right to establish the award policy and structure of the plan, to establish minimum and maximum awards and to determine the amount of the awards paid.

All decisions made by the ESP Action Committee regarding the eligibility of a suggestion, the amount of an award or the disposition of an appeal are final.

The City will not pay interest on an award, or any portion thereof, when payment is delayed for any reason.

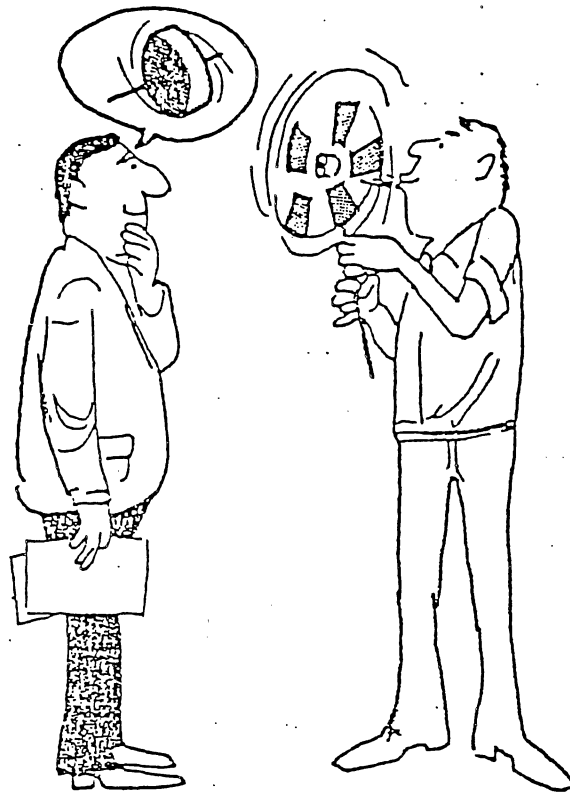
All suggestions which receive an award become the property of the City of Saginaw including all patents, mask works and copyrights upon implementation.

The City is entitled to use denied suggestions without liability following a one year waiting period from the final disposition of the suggestion.

The City is not liable to any employee for the loss or destruction of a suggestion or for any exhibits, samples or attachments thereto nor for any City or personal records pertaining thereto.

The City may, without incurring any liability, use an idea on a temporary basis in order to test its feasibility in actual use.

NOTE: For purposes of this section, "The City" shall consist of the ESP Action Committee, the City Manager and/or the City Council.



LOOK FOR THE RELATED IDEA

SAGINAW EMPLOYEE INCENTIVE PROGRAM
 COST SAVING SUGGESTIONS/SAFETY SUGGESTIONS

AWARDS

There are two categories of suggestions. They are as follows.

- 1) Intangible Suggestions - Those which do not necessarily have a measurable dollar value. Suggestions involving working conditions, employee morale, public service or safety may fall into this category.
- 2) Tangible Suggestions - Those where a definite dollar value can be determined.

The Cash Awards shall be as follows.

- 1) Intangible Suggestions:

\$25.00 per Suggestion

- 2) Tangible Suggestion:

A tangible suggestion must result in a savings of at least \$750 once it is fully implemented.

\$50.00 per Suggestion Upon Approval and Initial Implementation (This shall be in addition to the Total Award Amount.)

25% of the Total Award will be paid at the end of Six Months from the date of implementation.

The Balance of the Total Award will be paid at the end of One Year. Before the award is paid it must be proven that the City has realized the savings. Therefore an Award will be adjusted accordingly before the final payment is made if the savings has been more or less than originally projected.

The Total Award shall be determined as follows.

Cost Savings Realized	Amount of Award (+ \$50 per suggestion upon approval and initial implementation)
\$ 750 to \$ 1,000	\$ 50
\$ 1,001 to \$ 2,499	100
\$ 2,500 to \$ 4,999	250
\$ 5,000 to \$ 7,499	500
\$ 7,500 to \$ 9,999	750
\$10,000 to \$ 19,999	1,000
\$20,000 and up	2,000 Maximum

The maximum award paid will be \$2,000 regardless of the total savings over \$20,000.

SAGINAW EMPLOYEE INCENTIVE PROGRAM
COST SAVING SUGGESTIONS/SAFETY SUGGESTIONS

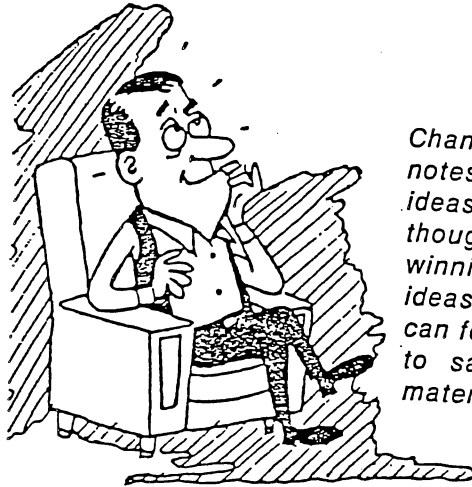
DEFINITION OF SUGGESTER

A Suggester shall be a full time or part time employee who has been employed for at least six months, or a retiree who presents a suggestion/idea which falls under the parameters of the Procedure. The City Manager shall be completely exempt from submitting suggestions. Department Heads, Supervisors, and any other employees who are directly involved in formulating the budget for his/her department shall be eligible to submit suggestions in any department other than their own. A list of those employees follows.

Building Official
Community Center Coordinator
Finance Director
Fire Chief
Janitor
Library Director
Municipal Court Judge
Police Captain
Police Chief
Public Works Director
Public Works Supervisor
Water & Sewer Superintendent
Water Supervisor
Sewer Supervisor

**NOW
YOU'RE READY
TO AIM FOR THE PAY-OFF!**

THINK IT OUT!



Chances are, your first jotted-down notes are just the seeds of good ideas. If they are fed with more thought, they can grow into award-winning pay-offs. Think about those ideas now. Take out any "bugs" you can foresee. Show how they're going to save real money, time, effort, material or space.

**NOW, GET A SUGGESTION FORM,
WRITE YOUR IDEA ON IT, AND TURN IT IN!!**

SUGGESTION NUMBER: _____

DATE RECEIVED: _____

DATE FORWARDED: _____

CITY OF SAGINAW

COST SAVING SUGGESTIONS/SAFETY SUGGESTIONS

SUGGESTION FORM

NAMES(S) (Please print or type) WORK PHONE OR EXT. NO.

JOB TITLE EMPLOYEE NO. HOME PHONE

DEPARTMENT EMPLOYED DEPARTMENT SUGGESTION INVOLVED

Attach additional sheets if necessary.

PRESENT CONDITION: Describe the current operation, process or work conditions.

TANGIBLE _____ INTANGIBLE _____

SUGGESTION: Be specific. What should be done to improve the operations, process or work condition? How should it be done?

SUGGESTION FORM
PAGE 2

SAVINGS OR BENEFITS: Give your best estimate of expected savings, expected revenue generated or expected benefits (safer work conditions, improved services, better quality control, etc.).

Are additional sheets attached? Yes No

If this is a joint suggestion, it must be signed by all suggestors.

Signature: _____ Date: _____

Signature: _____ Date: _____

Final Action: _____ Date: _____



BE SPECIFIC

Be thorough when explaining your suggestion. This may require a little more effort on your part, but by doing this, you will make it easier for the Action Committee to review your suggestion and have a better chance of getting your suggestion approved.

SAGINAW EMPLOYEE SUGGESTION PROGRAM
COST SAVINGS SUGGESTIONS/SAFETY SUGGESTIONS

THE ROLE OF THE ACTION COMMITTEE EVALUATOR

You are the person who gathers the facts to make a recommendation for implementation or non-implementation of the suggestion. It is important that your evaluation be sound, fair and uniform. This keeps employees interested in suggesting, provides a measure of legal protection for all concerned and achieves financial returns or other benefits. The quality of your work is the key to success.

Your approach, your attitude, your enthusiasm are important. Your treatment of a suggestion sets an example and keeps employees interested in submitting ideas because they know you are supporting their work.

As an evaluator, careful consideration should be given to the following:

Be objective. Do not let personalities influence your judgement.

Approach the evaluation in a positive manner and look for ways that the idea "can" be used rather than ways that it "cannot".

Thoroughly investigate all possibilities for adoption.

Review records, files and other background documentation pertaining to the suggestion.

Talk to the individuals working in the current process, operation or activity.

Be factual. A factually complete evaluation reveals to the suggester that the idea received a professional and objective review.

Know the rules of the Program.

Be prompt, normally 30 days after you receive the suggestion is enough time to prepare an adequate reply. When additional evaluation time is required, notify the suggester.

If it is a GOOD IDEA, encourage its implementation NOW.

SAGINAW EMPLOYEE INCENTIVE PROGRAM
COST SAVING SUGGESTIONS/SAFETY SUGGESTIONS

ACTION COMMITTEE EVALUATION GUIDELINES

Each suggestion is different and will have to be evaluated for each specific situation, no routine step-by-step process can be provided. However, some basic analytical techniques can be applied.

Thoroughly familiarize yourself with the current situation or process in question. This can be accomplished through interviews and/or flow charts. The familiarization process should cover areas such as:

Labor cost, direct as well as indirect.

New and used product/equipment costs and specifications.

Purchase cost, lead time, life cycle.

Budget and staffing impacts.

Service levels and employee skill levels.

Work flow, Where is it from? What does it do? Where does it go?

Control processes.

Safety considerations.

Current or past management studies.

Once you have completed the process listed above, answers to a few more questions should be obtained. They are as follows:

Does the problem addressed in the suggestion really exist?

Will the proposed solution resolve the problem? Is there a better solution to the problem?

Should the suggestion be tested? Should the suggestion be implemented right away? If not, when?

What other work areas might be affected by the implementation of this suggestion? Should they be notified and when?

If a decision has been made to adopt this suggestion, who will perform this function? When will it be completed? How will the affected work areas and/or individuals be informed?

Does this suggestion, though not used itself, lead to another solution to the problem?

Suggestion No _____

CITY OF SAGINAW

COST SAVING SUGGESTIONS/SAFETY SUGGESTIONS

ACTION COMMITTEE SUGGESTION ANALYSIS FORM

NAME AND TITLE OF REVIEWER

PHONE NO.

DEPARTMENT

DEPARTMENT EFFECTED

Attach additional sheets if necessary.

Analysis of Suggestion:

Requirements (if any) for implementing suggestion, and estimated time needed for implementation. Will other departments be involved in implementation?

Estimated first year's savings (if any):

Recommendation:

Action Committee Chairman's signature: _____

Date: _____

Department Head Signature: _____ Date: _____

CITY OF SAGINAW
COST SAVINGS SUGGESTIONS/SAFETY SUGGESTIONS
APPROVAL AND PAYMENT FORMS

SUGGESTION NO. _____

SUGGESTOR NAME: _____ S.S.# _____

NAMING SUGGESTION: _____

IMPLEMENTATION DATE: _____

\$50.00 SUGGESTION PAY DATE: _____

CHECK NUMBER: _____

6 MONTH PAYMENT DATE: _____

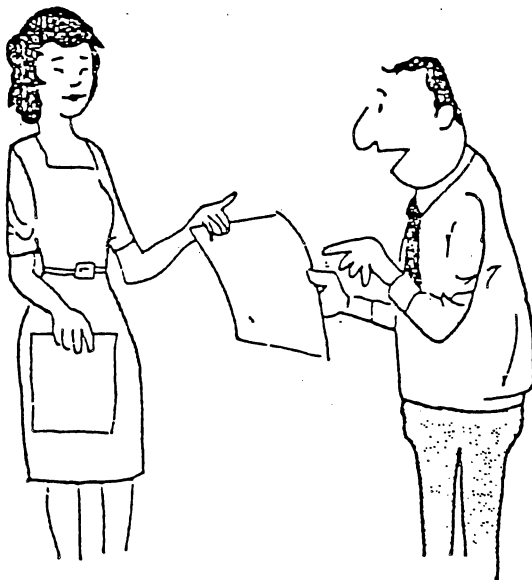
AMOUNT: _____

CHECK NUMBER: _____

1 YEAR & FINAL PAYMENT DATE: _____

AMOUNT: _____

CHECK NUMBER: _____



REMEMBER, WE MAY REJECT A SUGGESTION, BUT NEVER A SUGGESTER!

Every idea isn't going to be stupendous, but even a small step toward improvement is a step in the right direction.



City of Saginaw

City Council Memorandum

Prepared By: Janice England

Consideration and Action regarding a Final Change Order for the new Fire Station Project--Doug Spears, Fire Chief

Meeting	Agenda Group
Tuesday, December 5, 2023, 6:00 PM	Business Item: B
Reference File	

BACKGROUND/DISCUSSION:

We are in process of reconciling the fire station project budget and closing out the financial components. We are requesting approval of a final change order request for work done by Steele and Freeman Inc. The change order is to cover the cost of an unanticipated but necessary Oncor underground service line relocation that was performed.

FINANCIAL IMPACT:

The amount of the change order request is \$108,940. The amount will be covered by the remaining and unexpended fire station project funds.

RECOMMENDATION:

Staff recommends approval of payment in the amount of \$108,940 to Steele and Freeman Inc to be invoiced in the form of a project change order.



City of Saginaw
City Council Memorandum

Prepared By: Janice England

Consideration and Action regarding Tyler Technologies Citation Software System--Corey Burnett, Police Lieutenant

Meeting	Agenda Group	
Tuesday, December 5, 2023, 6:00 PM	Business	Item: C
Reference File		

BACKGROUND/DISCUSSION:

This past year the police department had a higher-than-normal number of issues with our current ticket writer devices. Several surrounding police departments and court clerks were contacted to inquire as to what they used and if they were satisfied with their products. We found the most widely used software to be Brazos software by Tyler Technologies. Using this software, we are allowed to use city owned cell phones via the software app and our current printers. The Brazos citation software and cell phone app process will not only be more efficient by reducing the length of time on a traffic stop but will also be more cost effective in the long run. The new software will also allow us to do more than simply issue citations. The software will also allow us to issue criminal trespass warnings, vehicle inventory sheets, and print out driver exchange sheets for persons involved in a vehicle crash. All of these extra abilities are more efficient for the officers in the field and will reduce overhead on hard copies of these forms.

We compared the prices for three different companies and the services they provide and found Tyler Technologies to be the most cost effective on an annual basis as well as more efficient in the field. If we transition to Brazos our Municipal Court will not have to change their court software. Tyler Technologies has an interface with our current court software and the setup and installation of this interface is included with our quote.

The time frame for transitioning from our current software and devices will take approximately 90 days if approved.

FINANCIAL IMPACT:

The initial cost for transitioning to Tyler Technologies is \$30,634.87 which includes the initial set-up, installation and training cost of \$13,535 plus the first-year cost of \$17,099.87. The annual yearly cost is also \$17,099.87 compared to our current software and device cost of between \$17,817 to \$20,819 annually depending on how many new devices we purchase during the year. The funding for this software is currently paid by the court fund.

RECOMMENDATION:

Staff recommends approval of the bid and transition to the Tyler Technologies ticket writer software system.

Attachments

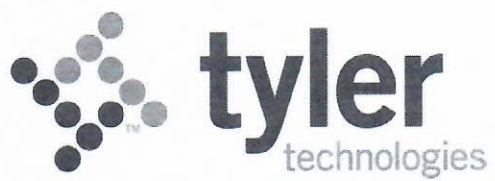
Tyler Tech Quote.pdf

Exhibit A

INVESTMENT SUMMARY FOR:
Saginaw Police Department, TX

PRESENTED BY:
Ben Dickerson

10/17/2023





INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 12,150
Total One-Time Cost	\$ 12,150
Annual Recurring Fees/SaaS	\$ 13,343
Tyler Software Maintenance	\$ 0
Travel (Not included in Total One-Time Cost)	\$ 1,385

Exhibit A



Quoted By: Ben Dickerson
Quote Expiration: 3/30/24
Quote Number: 2023-430607-H5Q0F5
Quote Name: 13 EM-Iphones

Sales Quotation For:
Saginaw Police Department
505 W McLeroy Blvd
Saginaw TX 76179-1450
Phone: +1 (817) 232-0311

Annual / SaaS

Description	Quantity	Annual
Enforcement Mobile		
interface		
Interface: UDS Court Case Mgmt System	1	\$ 2,049
Task		
Task: Criminal Trespass Warning	1	\$ 2,049
Task: Driver Exchange Module	1	\$ 2,049
Task: Tow/Impound Report (standard)	1	\$ 2,049
License		
REF License - iOS [13]	13	\$ 6,630

2023-430607-H5Q0F5

Page 1

2023-430607-H5Q0F5

CONFIDENTIAL

Page 1

<i>Sub-Total</i>	\$ 14,826
<i>Less Discount</i>	<u>\$ 1,483</u>
TOTAL	\$ 13,343

Services

Description	Quantity	Total	Maintenance
Enforcement Mobile			
Training	1	\$ 2,000	\$ 0
Set Up Fees - Third Party Hardware	13	\$ 650	\$ 0
Set Up & Config	1	\$ 8,000	\$ 0
Project Management	1	\$ 1,500	\$ 0
TOTAL		\$ 12,150	\$ 0

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 13,343
Total Tyler Services	\$ 12,150	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Contract Total	\$ 25,493	
Travel (Not included in Contract Total)	\$ 1,385	

Comments

System and hardware specifications can be verified at check.tylertech.com

Travel expenses will be billed as incurred according to Tyler's standard business travel policy.



City of Saginaw
City Council Memorandum

Prepared By: Lee Howell

Consideration and Action regarding Service Agreement for managed security and IT services with iwerk--Lee Howell, Assistant City Manager

Meeting	Agenda Group
Tuesday, December 5, 2023, 6:00 PM	Business Item: D
Reference File	

BACKGROUND/DISCUSSION:

Reliable and more sophisticated cyber security measures have become a necessity for cities. System intrusion attempts are on the rise and cities of all sizes are favorite targets of professional hackers and ransomware attacks. Services provided by iwerk would immediately enhance system protection at the device level and provide consultation to begin development of a comprehensive cyber security plan for all systems.

FINANCIAL IMPACT:

Cost for the Standard Managed Security and IT Services for all devices is \$122,400 annually. Funds will come from one-time unanticipated additional revenues and the costs will be added to the annual budget process hereafter.

RECOMMENDATION:

Staff recommends approval.

Attachments

Services Quote (dba_iwerk).001013.v1.57.pdf

Master Services Agreement - City of Saginaw.pdf

City of Saginaw - Managed Services - iwerk Escalation and Strategic IT Management v2.pdf



IT Security and Co-Managed Services

Quote # 001013 Version 1

Prepared by:

Lewis IG Inc., (d/b/a iwerk)

Michael Brandt
mbrandt@iwerk.com

Prepared for:

City of Saginaw

Greg Clayton
mis@saginawtx.org





iwerk Managed Security and IT Services - Monthly

Description		Recurring	Qty	Ext. Recurring
Standard Managed Security and IT Services for Standard Device				
Managed Security and IT Services - Full User	iwerk Managed Security and IT Services	\$48.50	200	\$9,700.00
Managed Services - iwerk	<p>Co-Managed Security and IT Services</p> <p>Per User/Device services encompassing the following items:</p> <ul style="list-style-type: none"> - Management and monitoring of iwerk security services provided for in this quote - General escalation support for City of Saginaw's IT Support team - Ongoing consulting to support end goal of CJIS compliance for City of Saginaw networking and security ecosystem - Assistance with establishment of ongoing standard and best practice processes and procedures - Co-tenant access to designated personnel to iwerk's compliant ticketing and documentation systems 		200	
Datto SaaS Protection - Microsoft	<p>Datto SaaS Protection - Cloud backup protection for M365</p> <p>Automated continuous backup, Infinite Cloud Retention, EZ Restore and Export, Compliance (SOC/HIPPA/GDPR), Ransomware protection with point-in-time rollback</p>		200	
PRF-SEC-ESS-C100	<p>Proofpoint Essentials Business Email Security - NOTE Client has solution in place from Dark Trace</p> <p>Spam, virus, and zero-hour threat protection, outbound filtering, email encryption and data loss protection (DLP), disaster recovery with email continuity and archiving, advanced reporting</p>		200	



iwerk Managed Security and IT Services - Monthly

Description	Recurring	Qty	Ext. Recurring
KnowBe4 Diamond User License Monthly KnowBe4 Security Awareness Training Subscription Diamond		200	
SEN-END-ONE -C100 SentinelOne Complete - Managed Endpoint Detection and Response with 24x7 Security Operations engagement Single, holistic agent for PC, Mac, Linux, VDI Multi-layered AI-powered endpoint protection Advanced Threat Hunting and device controls Policy driven response to threats		200	
CYB-SEC-AVM -C100 ConnectSecure Security Assessment & Vulnerability Management Vulnerability tracking across assets and groups Risk assessment across an organization Complete asset discovery Track end user VPN connections User behavior tracking		200	
Monthly Subtotal:			\$9,700.00





iwerk Enhanced Security Services - Optional

* Contains Optional Items

Description		Recurring	Qty	Ext. Recurring
iwerk Network Threat Detection	24x7x365 Managed Security Information and Event Management tool/Integration of Global Security Operations Center (SIEM/SOC) Multi-tenant SIEM platform (formally Perch) Aggregated alert analysis & response Threat intelligence feeds Threat visualizations and dashboards Extensive Reporting High level SOC analysts and cutting-edge threat intelligence Manage security monitoring needs 24/7 Scope includes: Identification of attack details, actions and scope Containment of the attack Activation of mitigation actions including system rollback	\$15.00	200*	\$3,000.00
MST-NCE-121-C100	Microsoft Entra ID P1 [NCE]	\$6.00	200*	\$1,200.00
* Optional Monthly Subtotal:				\$4,200.00

Managed Services Onboarding One-time Cost

Description		Price	Qty	Ext. Price
iwerk Managed Client Onboarding	Managed Service Client Onboarding, Documentation and Discovery, Tool and Agent Deployment, Support Go-Live -	\$6,000.00	1	\$6,000.00
Subtotal:				\$6,000.00



IT Security and Co-Managed Services



Prepared by:

Lewis IG Inc., (d/b/a iwerk)
Michael Brandt
214.356.1927
mbrandt@iwerk.com

Prepared for:

City of Saginaw
333 West McLeroy Boulevard
Saginaw, TX 76179
Greg Clayton
(817) 232-4640
mis@saginawtx.org

Quote Information:

Quote #: 001013
Version: 1
Delivery Date: 12/01/2023
Expiration Date: 12/14/2023

Quote Summary

Description	Amount
Managed Services Onboarding One-time Cost	\$6,000.00
Total:	\$6,000.00

Monthly Expenses Summary

Description	Amount
iwerk Managed Security and IT Services - Monthly	\$9,700.00
Monthly Total:	\$9,700.00

*Optional Expenses

Description	Recurring
iwerk Enhanced Security Services - Optional	\$4,200.00
Optional Subtotal:	\$4,200.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. A 3% processing fee will be applied to credit card payments.

By signing this agreement, you acknowledge that you have read, understand, and agree to the terms and conditions contained in this Statement of Work and this Master Services Agreement (www.iwerk.com/msa) which presides over it.

The Parties agree to amend that certain Master Services Agreement. Whereas it is the desire of the Parties to amend the Agreement as herein set forth in the attached "Master Services Agreement - City of Saginaw.pdf" document.



Lewis IG Inc., (d/b/a iwerk)

City of Saginaw

Signature: 

Name: Michael Brandt

Title: Vice President, Technical Sales

Date: 12/01/2023

Signature: _____

Name: Greg Clayton

Date: _____



Master Services Agreement

Absent any preexisting and effective Master Services Agreement between Company and Client, this Master Services Agreement (“Agreement”) becomes effective (“Effective Date”) in conjunction with the execution date of the most recent statement (scope) of work (“SOW”) Agreement between Lewis IG, Inc., (d/b/a iwerk) a Michigan corporation, with offices at 856 E. 9 Mile Road Ferndale, MI 48220 (“Company”) and Client represented in the aforementioned SOW.

The Client desires that Company, a technology solutions Company, perform various technology services (“Services”) to be described in specific SOW’s, and Company desires to perform such Services.

In consideration of the mutual promises, Agreements, and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound mutually agree as follows:

1.0: Services.

This Agreement shall apply to the delivery of various technology (hardware, software, and customer care) Services as set forth in SOW Agreements to be executed in conjunction with and under this Master Services Agreement. The delivery and financial details in connection with any Services will be specified in the SOW Agreement, which shall be incorporated herein by reference. In the event of any modification or revision to a SOW, the Parties shall prepare and sign a new SOW or amendment, which shall not become effective unless and until agreed to and signed by both Parties. To the extent Client requires or requests additional Services, Company will charge an additional fee for such additional Services.

2.0: Compensation, Invoicing and Payment Terms.

Client will pay Company all invoiced fees, expenses, and costs as specified in the SOW Agreement. Such amounts are exclusive of any federal, state, or local sales or use taxes or any other taxes or fees assessed on or in connection with any of the Services rendered herein. Unless specified otherwise in the SOW Agreement, Client will pay all invoices within thirty (30) days of invoice date thereof. Company reserves the right to charge interest at the rate of one and one-half percent (1.5%) per month on the outstanding balance of all receivables over thirty (30) days past due.

3.0: Term, Termination, and Survival.

A.) Term. This Agreement becomes effective in conjunction with the execution effective date of the most recent statement of work (SOW) (or otherwise titled, fully executed work for hire contract) and shall continue until terminated by either party pursuant to the terms herein. Unless, however, a period of one year passes during which time, the Client has no outstanding financial balances owed to Company, and the Parties have not conducted business together. In which case, the Agreement will automatically terminate at the end of the one (1) year period of inactivity.

B.) Termination. Either party may terminate this Agreement, without cause, at any time with thirty (30) days written notice, provided that the resulting effective termination date follows the delivery of, and payment for, any active SOW (or otherwise titled, fully executed work for hire contract) by at least thirty (30) days.

C.) Survival. Except as expressly provided herein, upon the expiration or termination of this Agreement for any reason, nothing herein shall be construed to release either party from any obligation that matured or accrued prior to the effective date of any such termination, including, without limitation, any Client payment obligations to Company.

4.0: Confidentiality.

Client and Company each agree to keep in confidence and not to disclose or use for its own benefit or for the benefit of any third party (except as may be required for the performance of Services under this contract or as may be required by law), any information, documents, or materials which are identified by a party, at the time that they are made available, to be proprietary or confidential (the “confidential information”), provided, however, that such obligation of confidentiality shall not extend to any information, documents or materials that become publicly available without breach of this covenant, and provided further that such obligations shall expire upon the first anniversary of the Effective Date of termination of this contract. Notwithstanding the foregoing, should either party be legally obligated to disclose any confidential information pursuant to a subpoena, court order, summons, or other such manner, the party required to make such disclosure of confidential information may make such disclosure as required but must notify the other party that it has received such subpoena, court order, summons, etc. And present the party whose confidential information is subject to disclosure with the opportunity to

object or seek a protective order as the owner of the confidential information deems necessary.

5.0: Ownership of Materials Related to Services.

The Parties agree that any proprietary materials prepared and delivered by Company in the course of providing the Services shall be considered works made for hire. All rights, title, and interests of such materials shall be and are assigned to Client as its sole and exclusive property upon fulfillment of the Client's payment obligations. Client represents to the Company and unconditionally guarantees that any elements of text, data, graphics, photos, designs, trademarks, or other artwork furnished to the Company for inclusion in the Services are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and, to the extent permitted by law, will hold harmless, protect, indemnify, and defend the Company and its subcontractors from any liability (including attorneys' fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

6.0: Intellectual Property.

Notwithstanding anything in this Agreement to the contrary, in connection with any Services provided under this Agreement or any supplemental Agreement, Company shall retain all rights, title or interest related to any of Company's proprietary information, which may or may not be embodied or present in any Agreement or supplemental Agreement, and no such rights, title or interest shall be transferred or licensed to Client, express or implied. Company intellectual property and proprietary rights include any skills, know-how, modifications, or other enhancements developed or acquired in the course of configuring, providing, or managing the service. Each party agrees that it will not, directly or indirectly, reverse engineer, decompile, reproduce, or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, or technology of the other party or its licensors.

7.0: Content.

Client is solely responsible for any data, text, software, images, photographs, graphics, messages, files, or other materials ("Content") which is transmitted, posted, or distributed by Client in connection with the Services, including but not limited to the contents of your e-mail communications, information, photos, or images submitted to the Company. By posting or delivering the content to the Company you warrant and represent that you own all right, title, and

interest to that content and any likenesses contained in that content. Client grants Company and its existing and future affiliates (and their successors and assigns as permitted herein) and agents a non-exclusive right and license to use Client's name and logo for marketing, advertising, and promotion of the Company's and/or its products, Services, and business based on the Services provided herein.

8.0: Links.

The Services may contain dynamic links to third-party apps, websites, or resources. Client acknowledges and agrees that the Company is not responsible or liable for: (a) the availability or accuracy of such apps, websites, or resources; or (b) the content, products, or services on or available from such apps, websites, or resources. Links to such apps, websites, or resources do not imply any endorsement by the Company of apps, websites or resources or the content, products, or services available from such apps, websites, or resources. Client acknowledges sole responsibility for and assumes all risk arising from your use of any such websites or resources.

9.0: Third-Party Software and Equipment.

Client acknowledges that Company is not the manufacturer of any equipment or licensed software and therefore does not make any representation or warranty of any kind, direct, or indirect, expressed, or implied, with respect to the suitability, durability, design, operation, or condition of such equipment or licensed software with respect to any claims it may have against either. Client understands and agrees that Client is solely liable to and responsible for the purchase and payment of all required software licenses for software installed on its systems. Client understands and agrees that in no event shall Company be responsible for any claims of software piracy or misuse. Client agrees to pay for and provide all required licenses for all software installed by Company on Client's system. In the event Client requests Company to install software provided by Client, Client agrees, to the extent permitted by law, to indemnify and hold Company harmless from any claim made, damages or losses alleged or incurred by third parties against Company with respect to such software.

10.0: Connectivity, Space, Backup & Security.

A.) Connectivity. Company shall always make available to Client the server and the Services but shall not, in any event, be liable for interruptions of service or down-time of the server or Services. Client accepts that factors beyond Company control, such as mechanical failure, cyber terrorism, environmental

events, including loss of power or natural disaster, and user behavior, may disrupt server and service availability. Company will be accountable for ensuring system stability and uptime and will use every reasonable effort to restore system availability in the event of unexpected downtime.

B) Backup. Client will be responsible for backup and other protection of its data against loss, damage, or destruction. Company will have no obligation or liability with respect to lost, damaged, or destroyed data.

C) Network security. Except to the extent Client engages Company to provide Services with respect to the security of Client's network or data, Client will remain liable for the security of Client's network and data.

IN NO EVENT WILL IWEEK BE LIABLE FOR ANY DAMAGES RESULTING FROM SECURITY BREACHES REGARDING CUSTOMER'S NETWORK OR DATA UNLESS SUCH SECURITY BREACHES ARISE, IN WHOLE OR IN PART, DUE TO THE ACTS OR OMISSIONS OF IWEEK. THIS DISCLAIMER IS IN ADDITION TO, AND NOT INSTEAD OF, ANY OTHER DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THIS AGREEMENT.

D) Client Email and Account Security. Client acknowledges that Company is not responsible for the security of the contents of e-mail sent or received by the Client. Company is not liable for non-receipt, non-delivery or misrouting of e-mail or any other failure of the e-mail system. Client also acknowledges that its end-users are entirely responsible for maintaining the confidentiality of Client number/login, password, credit card number, and any other personal information (collectively, the "account access information"). Client is entirely responsible for all activities that occur under its account. Client agrees to notify Company immediately of any unauthorized use of its account or any other breach of account security. Company will not be liable for any loss that Client may incur because of someone else using Client's account access information, either with or without Client's knowledge.

11.0: Data Threats and Loss.

Client understands that all systems are at risk of data loss due to power failure, business disruption, natural disaster, unauthorized access, malware or poor business continuity and disaster recovery planning. Company recognizes that maintaining confidentiality, integrity, and proper accessibility to information by authorized users is at the core of our information security planning and processes. However, Company frequently must adopt and adapt to Clients' existing technology infrastructures; those that have already been designed,

implemented, and maintained by Client personnel or another technology firm. Moreover, Client understands that its employees, personnel, and other third parties have access to the system owned and operated by Client. Therefore, Client understands and agrees that Company is not and will not be held liable in any case for data loss, third-party interruptions, or security breaches; unless such data loss, third-party interruption or security breaches arise, in whole or in part, due to the acts Company omission or negligence.

Furthermore, Client acknowledge that if Company provides in written form notice of (i) potential loss or failure of Client's system, and (ii) provides a remedy or mitigation plan related thereto, that Client will, if it does not agree to the remedy or mitigation plan, not hold Company responsible for any data loss or damages, or costs to recover such data, and that all invoices related to the recovery of such data, and replacement of such equipment will be Client's responsibility.

12.0: Warranty of Services.

Client understands and agrees that the Services and any related equipment, software and other materials provided or installed by Company in connection with the Services are provided on an "as is" and "as available" basis. Once the final and successfully tested product is delivered to the Client, the Company makes no warranty or representations of any kind, whether statutory, express, or implied, including but not limited to, warranties of title, non-infringement, merchantability, fitness for a particular purpose, accuracy, completeness, or any results to be achieved therefrom and disclaims all responsibility and liability for the availability, security, or reliability of the Services or any content thereon. Company will not be responsible or liable for any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services. Client also agrees that the Company has no responsibility or liability for the deletion of, or the failure to store or to transmit, any content or data and other communications maintained by the Services. No advice or information, whether oral or written, obtained from the Company or through the Services will create any warranty not expressly made herein. In the event that there is no warranty set forth in the Agreement, the foregoing express limited warranty is in lieu of all other warranties and conditions expressed or implied, oral or written, contractual or statutory, including but not limited to any implied warranties of merchantability or fitness for a particular purpose to the extent applicable.

13.0: Representations and Warranties.

Each party hereby represents and warrants that (i) it has full power, authority, and right to perform its obligations under the Agreement, (ii) this Agreement is a legal, valid, and binding obligation of each party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies), and (iii) entering into this Agreement will not violate the charter or bylaws of either party or any material contract to which that party is also a party.

14.0: Negligence and/or Breach and Indemnity.

A.) Each party will be liable and, to the extent permitted by law, will defend, indemnify and hold the other party and its parents, subsidiaries, affiliates and employees harmless from, any and all claims, charges, liens, causes of actions, demands, costs, liabilities, damages, and expenses (including, but not limited to, reasonable attorneys' fees), sustained by the other party to the extent arising from such party's (including its officers, directors, agents and employees) negligence or willful misconduct, and/or any material breach of such party's obligations under this Agreement or breach of any representations as contained herein.

B.) Client agrees, to the extent permitted by law, to defend, indemnify, and hold Company and its parents, subsidiaries, affiliates, and employees harmless from, any and all claims, charges, liens, causes of actions, demands, costs, liabilities, damages, and expenses (including, but not limited to, reasonable attorneys' fees), sustained by Company to the extent arising from or in connection with:

i.) Client's election to proceed against any recommendation of Company ii.) The sale, marketing or use by any third-party of any Client product or service being marketed or sold by Client in connection with the Services

Such obligations shall include, without limitation, all time charges and expenses (including reasonable attorneys' fees) incurred by Company in connection with any subpoena, discovery demand or other directive having the force of law or governmental inquiry served upon Company or any of its affiliates that relates to Client or its affiliates, or Client's or its affiliates business or industry that arises out of any litigation, proceedings, investigations or inquiries involving Client or its affiliates.

C.) Company agrees, to the extent permitted by law, to defend, indemnify, and hold Client and its parents, subsidiaries, affiliates, and employees harmless from, any and all claims, charges, liens, causes of actions, demands, costs,

liabilities, damages, and expenses (including but not limited to, reasonable attorneys' fees), sustained by Client to the extent arising from or in connection with:

i.) Any breach by Company of its obligations under this Agreementii.) Company's wrongful or negligent acts or omissions

iii.) Client's or any third-party's use of any Company product or the Services to the extent such damages were caused by Company's act or omission and use of such Services or product was in accordance with the intended purpose and terms set forth in the applicable SOW's/order(s)

Such obligations shall include, without limitation, all time charges, and expenses (including reasonable attorneys' fees) incurred by Client in connection with any subpoena, discovery demand or other directive having the force of law or governmental inquiry served upon Client or any of its affiliates that relates to Company or Company's business or industry that arises out of any litigation, proceedings, investigations or inquiries involving Company.

15.0: Limitation of Liability.

Client agrees that Company is not and shall not be liable for any incidental, consequential, exemplary, special, indirect or punitive damages, including, but not limited to, lost revenue, lost profits, replacement goods, loss of technology, rights or Services, loss of data, or interruption of Services or equipment, even if Company has been advised of the possibility of such damages, whether arising under theory of contract, tort (including negligence), strict liability or otherwise. In any event, Client's damages shall be limited to the amount of Fees actually paid to Company under this Agreement during the ninety (90) days immediately preceding the date on which such claim is made. The amount of fees for the Services set by Company under this Agreement have been and will continue to be based upon this allocation of risk. Accordingly, Client releases Company from all obligations, liabilities, and claims in excess of the limitation stated in this section.

16.0: Notices.

Any notices, consents or other communications required or permitted to be sent or given hereunder by any of the Parties to this Agreement shall in every case be in writing and shall be sent by e-mail transmission and/or by express mail service. Notices sent by email shall be sent at least twice (with the second transmission being no sooner than the first business day following the initial transmission). The date of service of such notice shall be the date such notice

is acknowledged by the recipient in writing. Notices sent to Company should be sent by (verified receipt) email to Andrew Hofmann at ahofmann@iwerk.com, and Company's Michigan Address.

17.0: Non-Solicitation of Employees.

Client and Company agree, without the prior written consent, not to solicit the employment of each other's respective personnel during the term of this Agreement and for a period of one (1) year following the termination or expiration of this Agreement. Client and Company agree that damages resulting from breach of this provision would be impracticable and that it would be extremely difficult to ascertain the actual amount of damages.

18.0: Construction.

This Agreement shall be governed by the laws of the state of Texas and should be enforced by a court of competent jurisdiction in the state of Texas. The Parties agree that an equitable relief in the form of an injunction is a proper remedy. Further, the prevailing party shall be entitled to reimbursement for all legal fees, expenses, and costs incurred in such action. If any clause or provision herein is found invalid or unenforceable, such clause or provision shall not affect the validity of any other clause or provision, which shall remain in full force and effect. Each of the provisions of this contract shall be enforceable independently of any other provision of this contract and independently of any other claim or cause of action. Failure to exercise or enforce any right or obligation under this Agreement does not constitute a waiver or abrogation of such right. This Agreement contains the entire understanding of the Parties and supersedes all previous verbal and written Agreements. No change or addition to this Agreement shall be effective unless in writing and properly executed by the Parties. This Agreement may be executed in multiple counterparts, and each such counterpart shall be deemed as an original instrument upon execution of this document. Neither party shall have any right to assign or delegate any right or duty of this Agreement without the express written consent of the other party. The headings are provided for convenience and ease of reference and in no way limit or restrict the meanings, definition, or effect of any of the terms and conditions of this Agreement and should be disregarded in the interpretation thereof.

19.0: Miscellaneous.

A.) Assignment of this Agreement is not assignable by either party without the other party's written consent, except that Company may assign this Agreement

to any entity with which it is affiliated, including but not limited to subsidiaries, parent companies, or entities under common control upon written notice to Client.

B.) Amendments. This Agreement may not be modified except by writing referencing this Agreement and signed by both Company and Client.

C.) Severability. If any provision herein shall be deemed or declared unenforceable, invalid, or void by a court of competent jurisdiction, the same shall not affect any of the other provisions contained herein, which shall be enforced in accordance with their terms.

D.) Remedies; Waiver. No failure or delay by Company to exercise any right, power, or privilege provided under this Agreement or by applicable law will operate as a waiver. No single or partial exercise of any such right, power, or privilege will preclude any other or future exercise of any other right, power, or privilege. The remedies provided under this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

E.) Force Majeure. Neither party will be deemed in breach of any of the provisions hereof nor be liable for any costs, expenses, or damages, as a result of any delays or in any failure of performance of any of such provisions, caused by any events or conditions beyond its control, including but not limited to fire, flood, storms, or to other acts of god; terrorism, strikes, lockouts, slowdowns or other labor troubles; inability to obtain materials, facilities, labor or transportation, delays or defaults, which are material in nature, of suppliers or sub-contractors; which are unforeseeable and not within the control of Company, and insurrections, riots, war, acts of terrorism, national pandemics, emergencies or governmental controls.

F.) Ability to Subcontract. Client acknowledges that in providing the Services, Company may subcontract work to other companies or individuals at its sole discretion. Client waives any objection to the Company's ability to subcontract Services.

G.) Agency Work. If Client has engaged Company to perform the Services for the benefit of another entity ("Agency Work"), Client shall remain responsible for timely payment of invoices according to the payment terms and schedule set forth in this Agreement and the applicable Agreement regardless of when Client receives payment for its agency work. Parties expressly agree that payment shall not be held back, delayed, or otherwise adjusted for any reason,

including but not limited to the other entity's failure to approve the Services or pay Client where Company is performing Agency Work.

H.) Services to Client's Designees. If Client requests that Company make purchases for or render Services to third-parties, Client and such third-party shall be jointly and severally liable to Company, even though Company may render invoices to, or in the name of, the third-party, if so directed to do so by Client.

I.) Insurance Coverage. Company shall maintain at its sole expense commercial general liability insurance for personal injury and property damage for a general aggregate of \$1,000,000 and worker's compensation insurance as required by law. At Client's request, Company further agrees to furnish Client with certificates, including renewal certificates, evidencing such coverage within thirty (30) days of commencing performance under this Agreement, at every renewal and at other times as may be reasonably requested by Client.

20.0: Dispute Resolutions.

This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, without giving effect to any conflicts of law principles of another state. Any lawsuit filed to enforce this Agreement or due to an alleged breach of this Agreement shall only be brought in the State or Federal courts of Tarrant County, Texas. Should Company be forced to commence an action to enforce the covenants set forth in this Agreement, notwithstanding all other remedies available under law, equity, or contract, Company shall be entitled to (a) immediate injunctive relief and (b) all actual attorney fees incurred by Company related the action.



SOFTWARE DEVELOPMENT + TECHNOLOGY SERVICES

December 1, 2023

City of Saginaw

Managed Services - iwerk Escalation and Strategic IT Management

Prepared for: City of Saginaw Leadership Team

Prepared by: Case Martinec



1701 River Run, Suite 809
Fort Worth, TX 76107

855.534.7318 | iwerk.com

1.0: AGREEMENT OVERVIEW:

This document shall serve as the Managed Services Contract between Lewis IG, Inc. (d/b/a iwerk, a Michigan corporation), with offices at 856 E 9 Mile Road, Ferndale, MI 48220 ("COMPANY") City of Saginaw, with offices at 205 Brenda Lane, Saginaw Texas 76179 ("CLIENT"), for COMPANY to deliver the below-described technical support services under the rates and conditions described herein, and in accordance with the associated Master Services Agreement.

Unless terminated in association with section 10.0 of this Agreement, the Effective Term of this Agreement will begin January 1st, 2024, and end September 30th, 2024.

2.0: SERVICE DESCRIPTION:

2.1: MSP Services:

COMPANY shall support the day-to-day operations through or via escalation requests, including monitoring, support, troubleshooting, maintenance, and administration of any Infrastructure, middleware or applications running on COMPANY managed devices used by CLIENT. This is including, but not limited to:

- Workstations / Servers / Mobile Devices
- Detailed Security Services / Products
- Printers / Scanners / Copiers
- Email (Office365, Google, etc.) Administration
- User Account Management
- Third-party Software
- File System Management
- Connectivity and Network Management
- Instant Messaging and Meeting
- Vendor liaison for Third-parties Services
- Subscription and Warranty Management
- Patch Management and Proactive System Monitoring
- Backup and Restore Management
- Voice and network Communication Services (in conjunction with CLIENT provider)
- Quarterly Business Review Meetings
- Cyber Insurance Policy Reporting
- Policy and Procedures
- Dedicated Account Manager

2.2: Virtual CIO/Strategic Services:

CLIENT will receive up to three hours per quarter of access to iwerk's Technology Solutions Consulting Team, the most experienced and strategic staff members. Their focus is future-forward, ROI-oriented, and aimed at helping clients use technology to advance their business and prepare annual budgets. Quarterly strategic conversations, planning sessions, and/or discovery sessions or briefings will be used to identify root-level business problems and opportunities. If/when engaged, strategic consultation, recommendations, and proposals are the initial output you should expect from this team. This allocation of hours expires at the end of each Quarter. Additional Virtual CIO hours per Quarter, or those to be applied to the implementation of specific out-of-scope projects, are available on a contract basis.



3.0: SERVICE AVAILABILITY:

The following support hours are listed based on current service coverage and service unit volumes.

Support	Coverage	Days	Schedule
iwerk standard U.S. end-user technical support	12 x 5	Mon - Fri	6am-6pm CST
iwerk U.S. on-call, call-back support	12 x 7	Mon - Sun	24 x 7

COMPANY's standard U.S. 12 x 5 support is provided Monday to Friday ("Work Week") from 6:00 AM to 6:00 PM CST, and in observance of the COMPANY Holiday Calendar below.

3.1: COMPANY Holiday Calendar:

Non-Working Holidays
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Thanksgiving Day After
Christmas Eve
Christmas

3.2: After-Hours Support:

After-Hours support is considered anything outside of 12x5 coverage hours, including weekdays, weekends, and holidays.

After-Hours service will be provided for:

- Priority 1 incidents
- Entire site outages
- VIP escalated issues

After-Hours technicians will be in possession of mobile phones through which all After-Hours incoming calls are routed. These technicians will observe a set of rules, policies, and responsibilities that can be generally described as follows:

- Answering all incoming phone calls and evaluating the incident's level of urgency to determine which two actions must take place:
 1. If incident qualifies as a Priority 1 or C-Suite (VIP) issue, the COMPANY technician will begin work immediately and operate within COMPANY's standard SLA parameters



2. If the incident qualifies as a P2, P3, or P4 and is not causing serious business disruption, the COMPANY technician will create a ticket for work to begin the following business day. The SLA clock will begin at the start of business hours the next business day.
 - Remaining in mobile phone range
 - Maintaining ownership of the case/ticket until it is resolved, or a firm handoff is made

4.0: SERVICE LEVELS:

4.1: Prioritization of Service Needs:

This Agreement is inclusive of Service Level Metrics (our SLA) to measure performance relative to expectations. The following tables will be utilized for this agreement:

URGENCY and IMPACT determine ticket PRIORITY			URGENCY		
			HIGH	MEDIUM	LOW
			CLIENT's whole company is affected	Department or a large group of users are affected	One user or a small group of users is affected
I M P A C T	H I G H	Critical - Major business processes are stopped	P1	P2	P3
	M E D	Business is degraded, but there is a reasonable workaround	P2	P3	P3
	L O W	An inefficiency or irritation (versus stoppage) is impacting work process/product	P3	P4	P4

4.2: Responsiveness to Priorities:

	Initial Response\Ticket assigned to Tech (Scheduled)	Tech Actively working on Ticket (In Progress)	Avg Resolution Time (Completed)
P1	15 mins	30 mins	2 Hours
P2	1 Hour	2 Hours	4 Hours
P3	8 Hours	12 Hours	16 Hours
P4	12 Hours	24 Hours	48 Hours



4.3: SLA calculation for TIME TO RESOLVE, COMPANY will observe the following targets:

Service Priorities	SLA
P1, High Yield % Avg % of High Priority cases resolved in under 2 business hours	(100-98%)
P2, Medium Yield % Avg % of Medium Priority cases resolved in under 4 business hours	(100-95%)
P3/4, Low Yield % Avg % of Low Priority cases resolved in under 16 business hours	(100-95%)

4.4: Service Desk Escalations:

COMPANY’s Dispatch Manager will route service requests to the appropriate tier upon ticket submission. If a technician does not have direction on how to resolve issues within 0.5 hours of receiving a ticket it will be escalated to the next tier for direction. COMPANY will document all communication in the service request. This includes user contact and results of user testing.

4.5: Business, Resources or Major Issue Escalations:

Major decisions or issues (technical, functional, architectural, schedule or otherwise) that impact services will be raised to both CLIENT and COMPANY and will be communicated. MAJOR decisions are ones that affect service cost, timing or quality of deliverables, or performance against SLA’s.

If COMPANY is unable to meet the agreed targets (SLA’s / agreed deliverables), COMPANY shall notify the CLIENT immediately and initiate a course of action to minimize the impact on the operation.

CLIENT shall immediately notify COMPANY Account Manager if, at any time, CLIENT identifies a concern or issue.

Escalation can be triggered in three ways:

- By the absence of a key player in the process flow
- CLIENT has not received a satisfactory level of service or timely incident resolution from COMPANY
- COMPANY is not receiving the necessary feedback from CLIENT

4.6: Escalation Paths to Resolution:

Level	Client	iwerk	Escalation Type
1	CLIENT Champion/s	Help Desk Team or Service/Dispatch Manager	Operational Issues Change in Priority Process improvement/deviations First-level for quality issues



2	CLIENT Champion/s	Account Manager	Issues not resolved at Level 1 Notification of key staffing change First level for invoicing issues
3	CLIENT Champion/s	Director of Technical Operations	Issues not resolved at Level 2 Concern over SLA goals, resources First-level of financial, contractual talk
4	CLIENT Champion/s	Chief Technology Officer	Issues not resolved at Level 3 Financial or Legal disagreement Trust or relationship risk

5.0: SERVICE LEVEL ASSUMPTIONS:

Service rendering is subject to the following assumptions:

- CLIENT shall provide proper access to the resources managing this account.
- CLIENT shall employ an appropriate internal Tier1 support resource for day to day on-premises support of CLIENT’s IT ecosystem and users.
- COMPANY and CLIENT will be in open communication throughout this agreement and communicate information necessary to ensure success.
- CLIENT agrees to use every reasonable effort to ensure devices, systems and software are within their designed and acceptable usable life. COMPANY agrees to inform CLIENT of risks related to use of outdated devices, systems, and software, and present reasonable solutions to remedy. CLIENT acknowledges that COMPANY does not cover support for repeat or preventable issues due to failure of end-of-life devices, systems, or software, and that related requests for support may incur additional costs.
- COMPANY shall not be held responsible for deadlines delayed by third parties.
- COMPANY assumes CLIENT will provide a minimum of 14 business days’ notice to support any new MAJOR software or technology platform changes or additions to the environment without COMPANY’s involvement.
- Mobile support includes CLIENT owned mobile phones and tablets.
- Both parties understand that new projects are billed separately, however once related services, software, or people are on-boarded their service needs are covered by this agreement.
- Major version upgrades, not minor updates, to major systems will be considered projects.
- A “Managed Network Device” is defined as any active Firewall, Router, Switch, or Wireless Controller that COMPANY is expected to monitor and maintain. COMPANY is responsible for proactive monitoring, management, and maintenance of each device.
- Any requests for Administrator access must be approved by the CLIENT champion.
- Only “active” users/devices will be eligible for support services. COMPANY does not make changes to active user quantities except upon request by CLIENT champion or pre-approved delegate.
- COMPANY utilizes a specific user onboarding and offboarding process, and CLIENT agrees to utilize the official notification process for identifying when a user needs to be onboarded or offboarded.
- COMPANY is accountable and responsible for assigning the proper priority to incidents based on the initial understanding of the issue. Priority can and should be changed to reflect current understanding of the issue during the troubleshooting process.



- Semi-annually, COMPANY and CLIENT will review the effectiveness of the agreement for both parties. Amendments to this agreement are permitted if both parties agree.

6.0: OUT OF SCOPE ITEMS:

The following types of work are not included in this Agreement unless otherwise noted and will be briefed, scoped, estimated, and separately approved by a CLIENT Officer as an out-of-scope project:

- Workstation, device, and/or application procurement, imaging, and distribution - New Workstations/Laptops incur a fixed \$75 per device for initial setup if performed by COMPANY
- Additions or decommissions of current infrastructure devices
- iwerk Software development services
- Third-party subscription license expenses (security software, user security training, backup, Office365, Web or other hosting)
- Personal employee devices such as mobile phones, laptops, or tablets
- Cabling or electrical work
- Onboarding of new sites, or large-scale office relocation or moves
- Non-iwerk managed applications, or those without support contracts
- Group user training for new technology deployment projects
- Major version upgrades (but not minor updates to major systems)
- Overall projects outside of the agreement

While out of scope projects are billed separately, it is understood that typically once the related services, software or people are onboarded, the support needs associated with them are then covered by this Agreement.

COMPANY and CLIENT will continually evaluate definitions of in-scope and out-of-scope work during Quarterly Business Reviews.

7.0: ADDITIONAL SERVICE PRICING:

7.1: MSP New CLIENT Onboarding

- One-time fee of \$6,000

7.2: Out of Scope Work

- IT Project rate: \$135/hour (T1/T2) – Municipal Rate
- Consulting/high end engineering work rate: \$185/hour (T3)
- Additional V-CIO rate: \$250/hour (VP/Executive/Officer)

8.0: PAYMENT SCHEDULE:

Invoices will be generated on or about the first business day of every month, for any monthly/annual contracted services in advance, and are due paid Net30.

9.0 TERM RENEWALS:

Each Term shall automatically renew for one year unless either party gives the other written notice of termination at least thirty (30) days before the expiration of the then-current Term.



Upon conclusion of the term of this Agreement, and at each subsequent anniversary thereof, COMPANY shall be entitled to increase the price of the Managed Services recurring Monthly Fee by 5.0%.

10.0: TERMINATION:

If either Party is in breach of the is Agreement, the other Party may terminate the agreement with thirty-days written notice, provided that the terminating Party has first given the other Party 30-days advance notice and opportunity to remedy the alleged breach.

In the event of such termination:

- Upon receiving notice of termination, prior to effective termination date, COMPANY shall provide for transition of Service-Critical items to CLIENT or the newly assigned at no cost to CLIENT.
- All completed work and work-in-process shall immediately be delivered to CLIENT within twenty-four (24) hours of the Termination Date with full ownership rights belonging to CLIENT as set forth in the Master Services Agreement.
- CLIENT will be liable to pay the amount for monthly services, and any reasonable, customary and/or agreed to reimbursable expenses incurred prior to and billable through the Termination Date, unless another calculation is mutually agreed upon.
- CLIENT will be liable to pay for 100% remaining portion of the contract and any non-cancelable, non-transferable third-party subscriptions, or services, including by way of example, those for productivity, security, business continuity, back up. Such CLIENT liability will extend only until COMPANY can lawfully exit the applicable third-party service contract(s.) This provision and potential CLIENT liability only applies to third-party service contracts entered by COMPANY on behalf of the CLIENT, following the CLIENT's written approval.

If this agreement is terminated at any time, for any reason, each Party shall return to the other party all property belonging to the other party then in its possession.

The termination of this agreement shall not prejudice or affect any right of action or remedy, which shall have accrued or shall thereafter accrue to either party.

NONAPPROPRIATION. If the governing body of Client fails to specifically appropriate sufficient funds to make payments for services contemplated herein and no such appropriation is legally made within two weeks after demand by Company, an event of nonappropriation ("Event of Nonappropriation") will have occurred and Company may immediately terminate this Agreement. Nothing in this Section or elsewhere in this Agreement will be deemed in any way to obligate the Client or create a debt of Client beyond its then current fiscal year. If the Client fails or refuses to make any payment due as a result of an Event of Nonappropriation, then Client will have no further liability under this Agreement except as pertains to any non-cancelable, non-transferable third-party subscriptions, or services, including by way of example, those for productivity, security, business continuity, back up. Such CLIENT liability will extend only until COMPANY can lawfully exit the applicable third-party service contract(s.) This provision and potential CLIENT liability only applies to third-party service contracts entered by COMPANY on behalf of the CLIENT, following the CLIENT's written approval.. COMPANY HAS NO RIGHT TO COMPEL CLIENT TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE



AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF CLIENT. All payments from Client shall be made from current revenues available to the Client, only.

APPROVAL AND AUTHORIZATION:

Acceptance of electronic quote acknowledges that you have read, understand, and agree to the terms and conditions contained in this Managed Services Support Agreement and the Master Services Agreement (www.iwerk.com/msa) which presides over it.





City of Saginaw

City Council Memorandum

Prepared By: Janice England

Consideration and Action regarding Award of Bid for Reroofing the Police Department Building--Brandon Badovinac, Asst. Police Chief

Meeting	Agenda Group	
Tuesday, December 5, 2023, 6:00 PM	Business	Item: E
Reference File		

BACKGROUND/DISCUSSION:

At the January 17, 2023 City Council Meeting, the Council voted to approve a proposal for Professional Services for Roof Technical Services, Inc. for Professional Engineering/Roof Consulting Services for the Police Department. This was necessary due to the complexity of the existing roof. They prepared the bid documents. The project was advertised and bids opened on November 9, 2023. Rondi Perry of Roof Technical Services, Inc. reviewed the bids extensively and interviewed the low bidder, Jeff Eubank Roofing, Inc. Based on the bids received and his review, Mr. Perry has recommended the bid be awarded to Jeff Eubank Roofing. His letter of recommendation is included in the attachments.

FINANCIAL IMPACT:

The financial impact will be \$620,100. ARPA (American Rescue Plan Act) Funds in the amount of \$276,745 were included in the FY22-23 budget (Police Department, Account 01-7600-05-00, COVID-19 Expense/ARPA) for this project. There are remaining ARPA Funds that will be used for the remaining \$343,355. A budget adjustment will be made at mid-year to reflect the unexpended funds from the FY22-23 budget and the additional funds.

RECOMMENDATION:

Staff concurs with the recommendation made by Mr. Perry of Roof Technical Services, Inc. to award the bid to Jeff Eubank Roofing, Inc. in the amount of \$620,100.

Attachments

23-310-23Nov30-Award Recommendation--PD Roof.pdf

Budget Info FY22-23--PD Roof.pdf

Architects
Engineers
Roof Consultants

1944 Handley Drive
Fort Worth, TX 76112-4120
Mobile: 817-925-4828
Office: 817-496-4631
Fax 817-496-0892
Rperry@RooftechUSA.com



November 30, 2023

Mr. Gabe Reaume
City Manager
City of Saginaw
P. O. Box 79070
Saginaw, Texas 79179

Email: greaume@saginawtx.org

Re: Bid Results
Contractor Recommendation

Facility: City of Saginaw Police Station
Saginaw, Texas

RTSI Project No.: 23-310

Dear Mr. Reaume:

As you are aware, bids were received on November 9, 2023, at 2:00 p.m. for the Reroofing of the Saginaw Police Station. All bids were based on the plans and specifications that were produced by our firm, Roof Technical Services, Inc.

Based on the amount of the bids and the subsequent interview with the low bidder we recommend the award of the contract to go to Jeff Eubank Roofing, Inc., (Eubank). Considerations for that recommendation include the following:

- Eubank submitted a very competitive bid of \$620,100.00. There were a total of 5 contractor bids that ranged from Eubank's low bid to a high bid of \$834,527.00 from Supreme Roofing. (Please see the attached bid tabulation sheet for complete results). Please also note that there was a slight discrepancy in Eubank's bid sheet in that the bid amount was stated as \$615,850.00 in numbers and then stated as \$620,100.00 in words. Eubank states that their intended bid was \$620,100.00 but would defer to the City to make a determination as to a contract amount.
- Eubank has an excellent reputation in the industry and has been in business since 1988.

- Eubank has completed many complicated projects including the Dickies Arena, Brown Lupton Student Center at TCU, and the Daniel Meyer Coliseum at TCU.
- Eubank is a local contractor with its headquarters being in Fort Worth.
- Eubank performs most of the work with its own employees rather than the use of subcontractors. (The exception for this project would be the masonry work that is involved in replacing the thru-wall flashing).
- Eubank has listed an anticipated completion time of 75 days (weather permitting) which is on the low end of all of the bidders.
- Eubank has reviewed their bid and is comfortable that they have everything included. I interviewed their estimator and went over the primary scope of work items to ensure that they understood the requirements.

Thank you and please contact me with any questions or concerns.

Sincerely,

Roof Technical Services, Inc.



Rondi W. Perry, RRC, RRO, GRP
Registered Roof Consultant

CC: Chief Russell Ragsdale
Janice England

Attachment: Saginaw PD Bid Tabulation Sheet



Saginaw Police Station
Bid Tabulation

	MRB Roofing	Jeff Eubank Roofing	Supreme Roofing	Flynn Company	Kpost Roofing	CS ADVANTAGE USAA	
BASE PROPOSAL AMOUNT	\$652,570.35	\$615,850.00/\$620,100.00	\$834,527.00		\$729,045.00	\$729,000.00	
REPLACE DAMAGED BLOCKING (per board foot)	\$6.00	\$6.00	\$4.50		\$3.35	\$10.00	
REPLACE DAMAGED STEEL DECKING (per square foot)	\$13.00	\$16.00	\$12.50		\$8.75	\$15.00	
REPLACE DAMAGED 1/2-INCH PLYWOOD SHEATHING	\$6.00	\$8.00	\$9.25		\$4.40	\$5.00	
REPLACE DAMAGED 3" ISO INSULATION (per sq. ft.)	\$5.00	\$14.00	\$12.00		\$4.30	\$3.00	
NUMBER OF DAYS TO COMPLETION	125	75	120		75	140	
ADDED OR DELETED WORK BY CONTRACTOR'S OWN FORCES (%)	30%	15%	20%		10%	15%	
ADDED OR DELETED WORK BY SUBCONTRACTORS (%)	20%	15%	20%		10%	10%	
RECEIPT OF ADDENDUM (Y/N)	n/a	n/a	n/a		n/a		
MANUFACTURER'S LETTER INCLUDED?	Y	Y	Y		Y	X	
INSURANCE CERTIFICATE INCLUDED?	Y	Y	Y		Y	X	
QUALIFICATION STATEMENT INCLUDED?	Y	Y	Y		Y	Y	
NAME OF PROJECT MANAGER	Y	Y	Y		Y	X	
NAME OF PROJECT SUPERINTENDENT	Y	Y	Y		Y	X	
CONTINGENCY OF \$20,000.00 INCLUDED (Y?N)		Y					
REVIEWED AND COMFORTABLE WITH BID		Y					
NUMBER OF SQUARES OF LOW-SLOPED ROOFS		90					
NUMBER OF SQUARES OF STEEP-SLOPED ROOFS		100					
MASONRY WORK INCLUDING NEW THRU-WALL FLASHING AND WEEPS		Y					

**CITY OF SAGINAW
BUDGET SUPPLEMENT
2022-2023**

POLICE

01-7000-05-00	CAPITAL OUTLAY/SPECIAL REQUEST			\$	-
01-7600-05-00	COVID-19 EXPENSE/ARPA			\$	276,745
		PD roof repair	276,745		
		TOTAL		\$	6,306,660