

**RICHLAND HILLS CITY COUNCIL
REGULAR MEETING AGENDA
JANUARY 11, 2021
CITY HALL, 3200 DIANA DRIVE**

The Regular Session is open to the public and citizens are welcome to attend. However, due to the current Coronavirus (COVID-19) outbreak in our area and in an effort to abide by social distancing recommendations, we encourage citizens wishing to participate in the meeting to email your comment to City Secretary Cathy Bourg at cbourg@richlandhills.com by 5:00 p.m. on Monday, January 11th. Your comment will be read aloud during Item 1A *Citizen Appearances/Public Comments*.

Some members of the City Council may be unable to attend and will be participating by video conference or phone. If you would like to join and participate in the meeting by video conference or phone, you may do so via the following options:

- **Online via Zoom:** Go to zoom.us, Join a Meeting, and enter Meeting ID 852 6553 1234 and the host will allow you to enter the virtual meeting. The host will ask you what item you would like to speak on, and you will be called upon when that item is presented to address the City Council.
- **By Phone:** Please call (346) 248-7799 and enter Meeting ID 852 6553 1234 and provide your name and address. The host will ask you what item you would like to speak on, and you will be called upon when that item is presented to address the City Council.

Like all City Council meetings, the Regular Session will be broadcast live over the City of Richland Hills website for those who wish to watch from home.

REGULAR SESSION – 6:00 PM

CALL TO ORDER

INVOCATION AND PLEDGES OF ALLEGIANCE

1. PRESENTATIONS

A. Citizen Appearances/Public Comments

Citizen comments emailed to Cathy Bourg (cbourg@richlandhills.com) on an item either listed on this agenda or not listed on this agenda will be heard at this time. Citizens in attendance at the meeting who have signed a card to speak to the City Council will also be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the presentation is on the agenda, the city staff and City Council members are prevented from discussion of the subject and may respond only with statements of factual information or existing city policy. Public comment will

not be taken on items that the Council has previously considered in a public hearing.

2. CONSENT AGENDA

All items listed below are considered to be routine by the City Council and will be enacted with one motion. There will be no separate discussion of the consent agenda items, unless a Councilmember or citizen so requests, in which event the item will be removed from the consent agenda and considered in its normal sequence. Approval of the consent agenda authorizes the City Manager to implement each item in accordance with staff recommendations.

- A. Approve minutes from the December 14, 2020 City Council Regular Meeting
- B. Approve Resolution 531-21 authorizing participation in the 791 Purchasing Cooperative offered by the Region 15 Education Service Center

3. PUBLIC HEARINGS, MEETINGS, AND OTHER RELATED ITEMS

- A. FY 2022 Budget Public Forum

4. ORDINANCES & RESOLUTIONS AND OTHER RELATED ITEMS

- A. None

5. CONTRACTS, AGREEMENTS, BID AWARDS AND OTHER RELATED ITEMS

- A. None

6. OTHER ITEMS FOR CONSIDERATION

- A. None

7. REPORTS & DISCUSSIONS

- A. New Integrated Library System and Consortium

8. COMMUNITY INTEREST ITEMS

This is a standing item on the agenda of every regular meeting of the City Council. (The Texas Open Meetings Act effective September 1, 2009, provides that *"a quorum of the city council may receive from municipal staff, and a member of the governing body may make, a report regarding items of community interest during a council meeting without having given notice*

of the subject of the report, provided no action is taken or discussed.” The Open Meetings Act does not allow Council to discuss an item concerning pending City Council business unless it is specifically, appropriately posted on the agenda.) An “item of community interest” includes the following:

- information regarding holiday schedules;
- honorary recognitions of city officials, employees, or other citizens;
- reminders about upcoming events sponsored by the city or other entity that is scheduled to be attended by a city official or city employee; and
- announcements involving imminent public health and safety threats to the city

9. EXECUTIVE SESSION

A. **Executive Session:** Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sec. 551.071, Sec. 551.072, Sec. 551.073, Sec. 551.074, Sec. 551.076, Sec. 551.087 and Sec. 418.0183 (f) and 418.106 (d) & (e) of the Texas Government Code (Texas Disaster Act). Refer to posted list attached hereto and incorporated herein. **Executive Session may be held, under these exceptions, at any time during the meeting that a need arises for the City Council to seek advice from the City Attorney as to the posted subject matter of this City Council meeting.**

Reconvene into open session for possible action resulting from any items posted and legally discussed in Executive Session.

10. ADJOURNMENT

CERTIFICATE

I hereby certify that the above agenda was posted on this the **7th day of January 2021 by 5:30 p.m.,** on the official bulletin board at the Richland Hills City Hall, 3200 Diana Drive, Richland Hills, Texas.

Cathy Bourg

Cathy Bourg
City Secretary



ACCESSIBILITY STATEMENT

The Facility is wheelchair accessible. If you plan to attend this meeting and you have a disability that requires special arrangements at the meeting, please notify the City Secretary 48 hours in advance of the meeting so that reasonable accommodations can be made. City of Richland Hills (817) 616-3810.

EXECUTIVE SESSION: Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, executive session may be held under one or more of Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.087, 413.183 (f) and 418.106 (d) & (e), either at the end of the Regular Session or at any time during the meeting on any item on the agenda if a need arises for the City Council to seek advice from the City Attorney or otherwise convene in closed session as permitted by such sections of the Open Meetings Act. The City Council may take action on any agenda item listed for executive session consideration upon reconvening in open session. Please refer to agenda for the items posted. The sections referenced above are generally described as follows:

Section 551.071: Consultation with Attorney

The City Council may conduct a private consultation with its attorney when the City Council seeks the advice of its attorney concerning any item on this agenda, about pending and contemplated litigation, or a settlement offer, or on a matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Board of Texas clearly conflicts with Chapter 551.

Section 551.072: Deliberation regarding real property

The City Council may conduct a closed meeting to deliberate the purchase, exchange, lease or value of real property.

Section 551.073: Deliberation regarding Prospective Gift or Donation

The City Council may conduct a closed meeting to deliberate a negotiated contract for a prospective gift or donation to the City.

Section 551.074: Deliberation regarding Personnel Matters

The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public officers, including the City Manager, City Secretary, City Attorney, Municipal Judge, and non-advisory city boards and commission members. A complete list of the city boards and commissions and the membership of those boards and commissions is on file in the City Secretary's Office.

Section 551.076: Deliberation regarding Security Devices

The City Council may deliberate the deployment, or specific occasions for implementation of security personnel or devices.

Section 551.087: Deliberation regarding Economic Development Negotiations

The City Council may discuss or deliberate regarding commercial or financial information received from a business prospect that the city seeks to have locate, stay or expand in or near the city and which the City is conducting economic development negotiations or to deliberate the offer of a financial or other incentive to a business prospect; particularly,

discussion with economic development specialist regarding potential economic incentive agreement for development of real property.

Section 418.183(f): Texas Disaster Act

The City Council may deliberate information: (1) for purposes of preventing, investigating, or responding to an act of terrorism or related criminal activity and involving emergency response providers, their staffing, contact information and tactical plans; (2) that relates to the risk or vulnerability of persons or property, including infrastructure, to an act of terrorism; (3) that relates to the assembly of an explosive weapon, the location of a material that may be used in a chemical, biological or radioactive weapon, or unpublished information pertaining to vaccines or devices to detect biological agents or toxins; (4) that relates to details of the encryption codes or security keys for a public communication system; (5) that relates to a terrorism-related report to an agency of the United States; (6) that relates to technical details of particular vulnerabilities of critical infrastructure to an act of terrorism; (7) that relates to information regarding security measures or security systems intended to protect public and private property from an act of terrorism; or (8) any other topic subject to discussion in closed session pursuant to the Texas Disaster Act.

Section 418.106(d) & (e): Local Meetings to Discuss Emergency Management Plans regarding Pipeline Safety

The City Council may discuss emergency management plans providing for disaster mitigation, preparedness, response and recovery in executive session when those plans contain sensitive information relating to critical infrastructure or facilities, and the safety or security of the infrastructures or facilities could be jeopardized by disclosure of the emergency management plan.

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Cathy Bourg, City Secretary

Date: January 11, 2021

Subject: Minutes from the December 14, 2020 Regular City Council Meeting

Agenda Item:

Approval of minutes from the December 14, 2020 City Council Regular Meeting

Background Information:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

December 14, 2020 Draft Minutes

Council Action Requested:

Motion to approve the minutes from the December 14, 2020, Regular City Council meeting

**RICHLAND HILLS CITY COUNCIL
REGULAR MEETING
DECEMBER 14, 2020
DRAFT MINUTES**

Roll Call:

Council present

Edward Lopez, Mayor
Douglas Knowlton, Place 1
Stacey L. Morse, Place 2
Curtis A Bergthold, Mayor Pro Tem
Javier Alvarez, Place 4
Athena Campbell, Place 5

Council absent

Staff present

Candice Edmondson, City Manager
Cathy Bourg, City Secretary

Staff present via Zoom

Betsy Elam, City Attorney

The Work Session and Regular Session are open to the public and citizens are welcome to attend. However, due to the current Coronavirus (COVID-19) outbreak in our area and in an effort to abide by social distancing recommendations, we encourage citizens wishing to participate in the meeting to email your comment to City Secretary Cathy Bourg at cbourg@richlandhills.com by 5:00 p.m. on Monday, December 14th. Your comment will be read aloud during Item 1A *Citizen Appearances/Public Comments*. If you would like to join and participate in the meeting by video conference or phone, you may do so via the following options:

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CITY COUNCIL WORK SESSION – Mayor Lopez Called to Order – Time 6:00 p.m.

1. **Executive Session:** Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sec. 551.071, Sec. 551.072, Sec. 551.073, Sec. 551.074, Sec. 551.076, Sec. 551.087 and Sec. 418.0183 (f) and 418.106 (d) & (e) of the Texas Government Code (Texas Disaster Act). Refer to posted list attached hereto and incorporated herein.

None

2. Discuss Aquatics Facility Survey Results

Jason Brown, Director of Parks and Recreation provided background information on the feasibility study to look at the possibility of adding a future aquatics element to The Link.

George Deines, with Counsilman-Hunsaker, presented the survey results on the aquatics facility survey. The survey was launched on September 21, 2020 and received 254 total responses with 35% being current members and close to 50% of respondents with children under the age of 18. The next steps will be to develop conceptual options based on community survey results and develop capital and operational budgets.

3. Discuss items and presentations listed on tonight's City Council Agenda

Candice Edmondson, City Manager presented the following item for discussion:

- 3B. Consider Ordinance 1420-20 a zoning text amendment to Chapter 90 of the Comprehensive Zoning Ordinance of the City of Richland Hills by amending Article 3 to allow for Food Truck Parks to be an authorized use within specified zoning districts by way of a Specific Use Permit, by amending Article 8 to add a definition of Food Truck Park, and amending Article 3 to remove SUP requirements for Mobile Food Vendors

Police Chief Kim Sylvester introduced Richland Hills new Police Captain Scott Russell.

Mayor Lopez called for a break at 6:48 p.m.

REGULAR SESSION – Mayor Lopez Called to Order – Time 7:00 p.m.

Invocation – Councilmember Knowlton

1. PRESENTATIONS

A. Citizen Appearances/Public Comments

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None

CONSENT AGENDA

- 2A. Approve minutes from the November 16, 2020 City Council Regular Meeting**
- 2B. Approve emergency replacement of water main in the 3100-3200 Blocks of Mimosa Park Drive by Excel 4 Construction**
- 2C. Approve award of bid to Atkins Bros Equipment Company, Inc. for water system improvements in the 7100 Block of Oak Park Drive as part of the 46th Year Community Development Block Grant Program**

Motion: Motion was made by Councilmember Bergthold and seconded by Councilmember Campbell to approve the consent agenda.

Motion carried by a vote of 5-0.

PUBLIC HEARINGS, MEETINGS, AND OTHER RELATED ITEMS

- 3A. Consider Ordinance 1424-20 a Specific Use Permit (SUP 2020-1013) for Antique Shop and Used Furniture for the property described as Lot 4, in Block 3, of Willman Addition, an Addition to the City of Richland Hills, Tarrant County, Texas otherwise known as 7277 Glenview Drive, Richland Hills, Texas 76180 PUBLIC HEARING**

Candice Edmondson, City Manager gave a presentation on Ordinance 1424-20 a Specific Use Permit (SUP 2020-1013) for Antique Shop and Used Furniture for the property described as Lot 4, in Block 3, of Willman Addition, an Addition to the City of Richland Hills, Tarrant County, Texas otherwise known as 7277 Glenview Drive, Richland Hills, Texas 76180.

The property at 7277 Glenview Drive is a 2,060 square foot building owned by Jonna Jewell. The building sits on 0.3227 acres of land currently zoned Mixed Use.

Ms. Jewell purchased the property in October 2013 with the intent of opening an antique shop. Prior to purchase, the property was occupied by an antique shop called Cottage Panache which was permitted in the zoning district at that time. Ms. Jewell began the process to obtain a certificate of occupancy for the property. Building inspections were completed and passed, but the certificate of occupancy was never issued by the city. Ms. Jewell also did not open her antique business at the time, as she planned to continue to work in the healthcare field while she made improvements to the property and obtained a diploma as a professional level antique dealer and appraiser.

Over the years, Ms. Jewell has made several improvements to the property:

- Removal of dead/overgrown trees and plants
- New fence and dumpster enclosure
- New landscaping
- New gutters and French drains
- Foundation repair

- New flooring
- ADA compliant restroom
- New exterior and interior paint
- Exterior security lighting

The City adopted the current Comprehensive Plan and Zoning Ordinance in May 2014. At that time, the property was rezoned to Mixed Use and requires an approved Specific Use Permit to operate an antique shop. Ms. Jewell is seeking Planning and Zoning and City Council approval to open her antique shop as originally planned when she purchased the property in 2013.

City staff has reviewed Ms. Jewell's application and recommends approval of the Specific Use Permit.

The Planning and Zoning Commission considered the SUP request at their December 9, 2020 meeting and recommended approval 5-0 pending confirmation of parking requirements. Staff has confirmed that there is enough space to accommodate the four (4) required parking spaces, including one (1) handicap accessible space.

Mayor Lopez opened the Public Hearing: Time: 7:08 p.m.

The applicant Jonna Jewell gave a detailed presentation regarding her SUP request to operate an antique store at 7277 Glenview Drive.

City Manager Edmondson presented a letter in support of the SUP from Angela Campbell, owner of Bridal Gallery located at 7255 Glenview Drive.

Mayor Lopez closed the Public Hearing: Time: 7:24 p.m.

Motion: Motion was made by Councilmember Morse and seconded by Councilmember Campbell to approve Ordinance 1424-20 a Specific Use Permit (SUP 2020-1013) for Antique Shop and Used Furniture for the property described as Lot 4, in Block 3, of Willman Addition, an Addition to the City of Richland Hills, Tarrant County, Texas otherwise known as 7277 Glenview Drive, Richland Hills, Texas 76180.

Motion carried by a vote of 5-0.

3B. Consider Ordinance 1420-20 a zoning text amendment to Chapter 90 of the Comprehensive Zoning Ordinance of the City of Richland Hills by amending Article 3 to allow for Food Truck Parks to be an authorized use within specified zoning districts by way of a Specific Use Permit, by amending Article 8 to add a definition of Food Truck Park, and amending Article 3 to remove SUP requirements for Mobile Food Vendors PUBLIC HEARING

Candice Edmondson, City Manager gave a presentation on Ordinance 1420-20 a zoning text amendment to Chapter 90 of the Comprehensive Zoning Ordinance of the City of

Richland Hills by amending Article 3 to allow for Food Truck Parks to be an authorized use within specified zoning districts by way of a Specific Use Permit, by amending Article 8 to add a definition of Food Truck Park and amending Article 3 to remove SUP requirements for Mobile Food Vendors.

Staff is bringing forward four (4) proposed zoning text amendments that would guide the use of Food Truck Parks and Mobile Food Vendors in the City of Richland Hills. The city currently allows the use of Mobile Food Vendors in all of the commercial zoning districts, except the Entertainment District Overlay. The proposed zoning text amendments are detailed below.

Amendment 1

The first amendment to Article 3, Section 3.02 “Use Chart” would allow Food Truck Parks as an authorized use by way of a Specific Use Permit (SUP) in the LC – Light Commercial, HC – Heavy Commercial, P – Professional Office, R – Retail, MX – Mixed Use and EDO - Entertainment District Overlay zoning districts by designating the SUP requirement within the Use Chart.

Amendment 2

The second amendment would add subsection (A)(20) under Article 3, Section 3.02.01 “Conditional Development Standards” providing certain requirements for Food Truck Parks to operate. Those requirements are detailed on the attached draft ordinance.

Amendment 3

The third amendment adds the following definition to Article 8, Section 8.01 “Defined Terms”.

“Food Truck Park. A property used or developed to accommodate two or more Mobile Food Vendors that offer food and/or beverages for sale to the public as the primary use of the property while possibly accommodating areas on the property for entertainment or recreational opportunities.”

Amendment 4

The fourth amendment to Article 3, Section 3.02 “Use Chart” would allow Mobile Food Vendor as an authorized use in P – Professional Office, R – Retail, LC – Light Commercial, HC – Heavy Commercial, I – Industrial, BP – Business Park, MX – Mixed Use and EDO - Entertainment District Overlay zoning districts by changing the “(12)” indicator to “P” within the chart.

In addition, the amendment would remove the current list of requirements for Mobile Food Vendors under subsection (12) and add them to Chapter 18, Businesses, of the City of Richland Hills Code of Ordinances. The Planning and Zoning Commission considered the zoning text amendments at their December 9, 2020 meeting and recommended approval 5-0.

Mayor Lopez opened the Public Hearing: Time: 7:40 p.m.

None

Mayor Lopez closed the Public Hearing: Time: 7:41p.m.

Motion: Motion was made by Councilmember Campbell and seconded by Councilmember Bergthold to approve a zoning text amendment to Chapter 90 of the Comprehensive Zoning Ordinance of the City of Richland Hills by amending Article 3 to allow for Food Truck Parks to be an authorized use within specified zoning districts by way of a Specific Use Permit, by amending Article 8 to add a definition of Food Truck Park and amending Article 3 to remove SUP requirements for Mobile Food Vendors.

Motion carried by a vote of 5-0.

3C. Consider Ordinance 1421-20 amending Article III “Food Service Establishments” of Chapter 18 “Businesses” to add regulations for Mobile Food Vendors PUBLIC HEARING

Candice Edmondson, City Manager gave a presentation on Ordinance 1421-20 amending Article III “Food Service Establishments” of Chapter 18 “Businesses” to add regulations for Mobile Food Vendors.

Mobile Food Vendors are currently regulated under Chapter 90 of the Richland Hills Code of Ordinances. The proposed text amendment would move the regulations under Chapter 18 Businesses and adds new requirements for operating a Mobile Food Vendor in the City of Richland Hills. Proposed additions include:

- Requirement of city issued permit
- Requirements for vendor signage
- Requirement that only two Mobile Food Vendors can operate on a single property at the same time
- Requirement that all Mobile Food Vendors meet Tarrant County Health Department regulations
- Requirement that all seasonal Mobile Food Vendors must be currently operating to stay on property
- Exemption for Mobile Food Vendors at city organized events

As recommended in Item 3B, Mobile Food Vendors would be listed as an authorized use in P – Professional Office, R – Retail, LC – Light Commercial, HC – Heavy Commercial, I – Industrial, BP – Business Park, MX – Mixed Use and EDO - Entertainment District Overlay zoning districts on the Zoning Use Chart.

Mayor Lopez opened the Public Hearing: Time: 6:49 p.m.

None

Mayor Lopez closed the Public Hearing: Time: 6:49 p.m.

Motion: Motion was made by Councilmember Bergthold and seconded by Councilmember Morse to approve Ordinance 1421-20 amending Article III “Food Service Establishments” of Chapter 18 “Businesses” to add regulations for Mobile Food Vendors.

Motion carried by a vote of 5-0.

ORDINANCES & RESOLUTIONS AND OTHER RELATED ITEMS

4A. Consider Resolution 530-20 supporting the passage of legislation during the 87th Regular Session of the Texas Legislature to allow for the expenditure of Municipal Hotel Occupancy Tax Revenue for construction of improvements in municipal parks

Candice Edmondson, City Manager gave a presentation on Resolution 530-20 supporting the passage of legislation during the 87th Regular Session of the Texas Legislature to allow for the expenditure of Municipal Hotel Occupancy Tax Revenue for construction of improvements in municipal parks.

The City of Richland Hills typically receives about \$200,000 in hotel occupancy tax revenue annually. These funds are currently used to market the city and its two (2) hotel properties, provides for the salary and benefits of the city’s Event and Tourism Coordinator and pays for a portion of the debt for the construction of The Link Event and Recreation Center.

The Texas Tax Code details how hotel occupancy tax revenue can be used by a municipality. Currently, hotel occupancy tax revenue can be used to renovate existing entertainment venues, but cannot be used to build new venues and attractions.

The City Council has expressed interest in pursuing legislation that would allow the city to use the municipal hotel occupancy tax revenue it receives to build new entertainment and sports venues that would draw visitors and tourists to Richland Hills and the surrounding area. Approval of this Resolution would document Council’s support and desire to proceed with the legislation.

If the Texas Legislature passed legislation allowing the use of Municipal Hotel Occupancy Tax Revenue for construction of improvements and new amenities in municipal parks, the City Council could chose to allocate a portion of the HOT revenue received by the City for the construction of new entertainment and sports venues to attract more tourists and visitors to the City.

Motion: Motion was made by Councilmember Knowlton and seconded by Councilmember Bergthold to approve Resolution 530-20 supporting the passage of legislation during the 87th Regular Session of the Texas Legislature to allow for the expenditure of Municipal Hotel Occupancy Tax Revenue for construction of improvements in municipal parks.

Motion carried by a vote of 5-0.

CONTRACTS, AGREEMENTS, BID AWARDS AND OTHER RELATED ITEMS

5A. Consider approval of contract renewal with Yellowstone Landscaping, LLC for citywide landscape services

Jason Brown, Director of Parks and Recreation gave a presentation on the contract renewal with Yellowstone Landscaping, LLC for citywide landscape services.

In April 2019, the City of Richland Hills sent out a Request for Proposals (RFP) for citywide landscape services. Three companies responded to the RFP. Yellowstone Landscaping, LLC submitted the lowest bid at \$126,597 and was awarded the contract based on overall best value.

The terms of the contract are twelve (12) months with the option to extend the contract for up to four (4) additional years in one (1) year intervals. Staff has been pleased with Yellowstone's performance this year and recommends renewal of the contract. If approved by City Council, this would be the first renewal of the four (4) additional one (1) year options.

During the FY 2021 Budget process, City Council approved an additional \$15,000 in landscape maintenance to cover first year maintenance costs for the new hike/bike trail that will soon be under construction. Funds were included in the FY 2021 Richland Hills Development Corporation Fund. The addition of the hike/bike trail maintenance increases the overall contract value with Yellowstone Landscaping, LLC to \$141,597.

Motion: Motion was made by Councilmember Bergthold and seconded by Councilmember Knowlton to approve contract renewal with Yellowstone Landscaping, LLC for citywide landscape services in the amount of \$141,597.

Motion carried by a vote of 5-0.

OTHER ITEMS FOR CONSIDERATION

6A. Consider approval of purchase of Cimline C1DH Crack Sealer Mastic Patch Machine

Scott Mitchell, Director of Neighborhood Services gave a presentation on the purchase of Cimline C1DH Crack Sealer Mastic Patch Machine.

Council approved the purchase of a crack sealing machine (trailer) as part of the FY 2021 Budget. This machine is used for sealing surface cracks in streets to prevent water penetration and degradation of the street surface and foundation. The amount approved in the budget for the crack sealer was \$67,000. Staff obtained quotes ranging from \$66,893 to \$79,855.

As staff was seeking quotes for the machine, a local vendor offered the option to purchase a combination crack sealer and on-demand mastic patching machine. Normally the crack sealer and the “pothole” patcher are two separate machines. This machine combines both functions into a single trailer. It utilizes the asphalt mastic for crack sealing and combines the mastic with aggregate on-demand to create a hot patch for large cracks and potholes. This offer was for a factory demonstrator machine with less than 130 hours of use. The machine would come with a full warranty, as well as completely returned to “like-new” status. The combination machines normally retail starting at \$84,377. This machine is available through the BuyBoard Purchasing Cooperative for \$73,217.

Motion: Motion was made by Councilmember Campbell and seconded by Councilmember Knowlton to approve purchase of Cimline C1DH Crack Sealer Mastic Patch Machine from R.B. Everett & Co. through the BuyBoard Purchasing Cooperative in the amount of \$73,217

Motion carried by a vote of 5-0.

6B. Consider approval of purchase of playground equipment for Creek Trail Park

Jason Brown, Director of Parks and Recreation gave a presentation on purchase of playground equipment for Creek Trail Park.

In 2019, the Richland Hills Development Corporation and City Council approved a revised Parks Master Plan for the city’s parks system. Improvements were ranked in priority order based on feedback received from RHDC and City Council. The number 5 ranked item on the list was a new playground at Creek Trail Park. This ranked behind a playground at Rosebud Park which was installed this past Spring, new restrooms and pavilions at Rosebud and Kate Baker Parks, and a Food Truck Park at Creek Trail.

This summer the city received a matching grant from GameTime in the amount \$100,000 for the purchase of playground equipment. Receipt of the grant funds bumped the Creek Trail Park playground ahead of the other park projects. The matching grant funds can only be used for purchase of the playground equipment. Site work and installation costs must be covered with city funds. During the FY 2021 Budget process, City Council approved \$100,000 in the Oil and Gas Fund for purchase of the playground equipment.

City staff has been working with GameTime on two different playground concepts. Both concepts are attached to this memo and will be presented in more detail during the meeting. Option 1 includes a playground design that costs \$51,074 (after 50% match) and installation costs of \$37,365 for a total project cost of \$88,439. This option is below the \$100,000 allocated by City Council for the playground project. Option 2 includes a playground design that costs \$69,879 (after 50% match) and installation costs of \$44,385 for a total project cost of \$114,264. This option is \$14,264 more than what was allocated for the playground project.

Motion: Motion was made by Councilmember Knowlton and seconded by Councilmember Morse to approve the purchase of playground equipment for Creek Trail Park, option #2.

Motion carried by a vote of 5-0.

6C. Consider appointments to Boards and Commissions

Cathy Bourg, City Secretary presented appointments to Boards and Commissions.

Motion: Motion was made by Councilmember Morse and seconded by Councilmember Bergthold to reappoint Michael Wilson to Planning and Zoning Commission Place 2.

Motion carried by a vote of 5-0.

Motion: Motion was made by Councilmember Alvarez and seconded by Councilmember Campbell to appoint Mary Witt to Planning and Zoning Commission Place 4.

Motion carried by a vote of 5-0.

Motion: Motion was made by Councilmember Campbell and seconded by Councilmember Knowlton to appoint Kenneth Keating to Planning and Zoning Commission Alternate Place 1.

Motion carried by a vote of 5-0.

Motion: Motion was made by Councilmember Campbell and seconded by Councilmember Morse to reappoint the following Zoning Board of Adjustment Members:

- Place 1 - Jorge Cisneros
- Place 2 - Sanjay Mathew
- Place 3 - Ashly Schilling
- Place 4 - Chris Utchell

Motion carried by a vote of 5-0.

Motion: Motion was made by Councilmember Bergthold and seconded by Councilmember Knowlton to appoint George W. Estep to Zoning Board of Adjustment Place 5.

Motion carried by a vote of 5-0.

Motion: Motion was made by Councilmember Morse and seconded by Councilmember Alvarez to appoint Jorge Cisneros as Chair of the Zoning Board of Adjustment.

Motion carried by a vote of 5-0.

Motion: Motion was made by Councilmember Campbell and seconded by Councilmember Bergthold to reappoint the following Animal Shelter Advisory Board Members:

- Place 2 - Pam Burney
- Place 4 - Robin Studer
- Chair - Kay Fisk
- Vice Chair - Kris Freudiger

Motion carried by a vote of 5-0.

Motion: Motion was made by Councilmember Campbell and seconded by Councilmember Bergthold to appoint Councilmember Stacey L. Morse to Richland Hills Development Corporation Place 3.

Motion carried by a vote of 5-0.

Motion: Motion was made by Councilmember Bergthold and seconded by Councilmember Campbell to reappoint the following Richland Hills Development Corporation Directors:

- Place 1 - Mayor Edward Lopez
- Place 2 - Councilmember Curtis A Bergthold
- Place 4 - Councilmember Athena Campbell
- Place 5 - Citizenmember Bill Agan
- Place 7 - Citizenmember Jorge Cisneros

Motion carried by a vote of 5-0.

REPORTS & DISCUSSIONS

7A. Fire Station Project Update

Russel Shelley, Fire Chief presented a construction update on the Fire Station Project.

Recent Progress:

- Grade beams and foundation slab are complete
- Sanitary sewer has been tied in to new 8" sewer on Diana
- AT&T re-route nearing completion

Next Steps:

- CMU block installation
- Structural steel installation
- Living quarters steel framing
- Front drive approach

7B. Police Station Project Update

Kim Sylvester, Police Chief provided a construction update on the Police Station Project. Chief Sylvester presented pictures of the continued demolition progress.

7C. The Link Capital Fund

Jason Brown, Director of Parks and Recreation gave a presentation on The Link Capital Fund.

After The Link and Plaza were completed in Spring 2017, there were some contingency funds left over from savings in the project. Those funds were placed in a separate account to be used on future capital purchases.

Over the past few years, the funds have been spent on a security alarm, additional security cameras and small electronic items. There is approximately \$92,000 left in the account and staff recommends using those funds on the following enhancements:

- Fitness Room Mirrors (\$4,000)
- Concrete Slab for Bike Rack (\$3,000)
- Indoor Playground (\$49,000)
- Monument Sign (\$45,000)

There are not enough funds in the account for both the indoor playground and monument sign. If Council would like to proceed with both enhancements, staff could look at adding funds in a future budget to complete one or the other.

7D. November Department Reports

Candice Edmondson, City Manager highlighted the following department reports:

- Library – Partnering with Tarrant County WIC and Atmos Energy to promote our 1000 Books Before Kindergarten.
- Municipal Court – Now hosting a video virtual court and issuing warrants.
- Police Department
 - Text to 911 was implemented at the Shared Services Communication Center and now available to citizens of Richland Hills.

- Sergeant Miller, Officer Rios and Officer Sawyer received a Certificate of Recognition for their quick response and thorough investigative work on a burglary in progress call.
- Public Safety Telecommunicator Peet received a Letter of Commendation for her outstanding work and assistance that lead to the capture of a wanted murder suspect that had fled from Sherman, Texas.
- Sergeant Gaytan also received a Letter of Commendation for his outstanding work that led to the capture of a wanted murder suspect that had fled from Sherman, Texas.
- Sergeant Gaytan received a Certificate of Recognition for his efforts in assisting on call for service where several burglary suspects fled from Richland Hills Police.
- Animal Shelter – A new program was designed and made available to citizens- Residents are now able to enter a “Coyote Sighting” report via the City website. ACO Fisk worked with Kylie Frueh to develop the link-based tracking system.
- Public Works – Majority of man hours focused on water main breaks.
- Parks & Recreation
 - Trail Project: Staff finally received notification from TxDOT’s state office that our Hike and Bike Trail could proceed. The next step will be to set up a preconstruction meeting with all parties and plan a groundbreaking in early 2021.
 - ROWs and Medians: Parks staff is still waiting to hear back from TxDOT on the current round of Green Ribbon grants. If awarded, staff would be working with TxDOT to continuing improving the right-of-ways and medians on the eastern and western ends of Baker Blvd.
- Finance – Auditors on site this week.

8. COMMUNITY INTEREST ITEMS

- Link Membership Sale - Purchase your discounted Link membership beginning tomorrow, December 15 thru January 15 to begin the new year with a new you! You can get savings up to \$198 on an annual paid in full membership.
- Senior Lunch Bunch Curbside - Thursday, January 14; 12 noon – 1 PM; The Link Parking Lot Free for seniors 55 and older. Advanced registration is required and spots are limited. Times are 12 noon to 12:30 PM or 12:30 PM to 1PM. Beep Beep Bingo will follow, so seniors can stay to play and win prizes.
- Tarrant County Food Pantry - Thursday, January 14; 5:30 PM – 7PM; The Link Parking Lot, free groceries for any Tarrant County resident provided curbside at The Link’s parking lot. Sponsored by Trinity Point Church.
- Animal Shelter – Due to COVID-19, adoptions are still by appointment only.

9. Executive Session: Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sec. 551.071, Sec. 551.072, Sec. 551.073, Sec. 551.074, Sec. 551.076, Sec. 551.087 and Sec. 418.0183 (f) and 418.106 (d) & (e) of the Texas Government Code (Texas Disaster Act).

None

- 10. A motion was made by Councilmember Morse and seconded by Councilmember Alvarez to adjourn.**

Motion carried by a vote of 5-0.

There being no further business to come before the City Council, Mayor Lopez declared the meeting adjourned at 9:20 p.m.

ATTEST

APPROVED

Cathy Bourg, City Secretary

Edward Lopez, Mayor

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Candice Edmondson, City Manager

Date: January 11, 2021

Subject: 791 Purchasing Cooperative

Agenda Item:

Approve Resolution 531-21 authorizing participation in the 791 Purchasing Cooperative offered by the Region 15 Education Service Center

Background Information:

The Interlocal Cooperation Act (Texas Government Code §791.001) allows local governments to agree to cooperative purchasing arrangements, either between and among themselves, special districts, or with the state. These programs are designed to improve efficiency and obtain cost savings through cooperative purchasing services.

The City may participate in a cooperative purchasing program by filing a City Council adopted resolution, designating the City Manager to act for the City, and identifying the specific contracts in which the City desires to participate. Payment is made directly to vendors under the approved contract. Any purchase made under a state contract satisfies competitive bid requirements for purchase of the item.

The City would like to participate in the 791 Purchasing Cooperative offered by the Region 15 Education Service Center in order to use their state approved contracts and vendors for procurement of goods and services. The City is already a member of a few purchasing cooperatives including TIPS and BuyBoard.

Financial Considerations:

There is no fee for participating in the purchasing cooperative.

Legal Review:

The City Attorney has reviewed the Master Interlocal Agreement and Resolution.

Board/Citizen Input:

N/A

Attachments:

Resolution 531-21
Master Interlocal Agreement

Council Action Requested:

Motion to approve Resolution 531-21 authorizing participation in the 791 Purchasing Cooperative offered by the Region 15 Education Service Center

RESOLUTION 531-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHLAND HILLS, TEXAS, AUTHORIZING PARTICIPATION IN THE 791 PURCHASING COOPERATIVE OFFERED BY THE REGION 15 EDUCATION SERVICE CENTER

WHEREAS, the City of Richland Hills, Texas (City): pursuant to the authority granted by TEX. GOV'T CODE § 791.001, *et seq*, desires to participate in the 791 Purchasing Cooperative offered by the Region 15 Education Service Center; and

WHEREAS, it is in the City's opinion that participating in this program will be highly beneficial to the taxpayers through the anticipated savings to be realized.

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

SECTION 1.

That the City requests a stated need for participation in 791 Purchasing Cooperative (791 Coop) whereby the City Manager is authorized and directed to sign and deliver any and all necessary requests and documents in connection therewith for and on behalf of the City.

SECTION 2.

I certify that the foregoing is a true and correct original Resolution duly adopted by the City Council of the City of Richland Hills and is filed on record at the 791 Coop office.

SECTION 3.

This Resolution shall be effective upon its adoption.

PASSED AND APPROVED THIS 11TH DAY OF JANUARY 2021.

APPROVED:

THE HONORABLE EDWARD LOPEZ, MAYOR

ATTEST:

CATHY BOURG, CITY SECRETARY

MASTER INTERLOCAL AGREEMENT
BETWEEN REGION 15 EDUCATION SERVICE CENTER (ESC) AND CITY OF
RICHLAND HILLS, TEXAS

In 1967 the Texas Legislature directed that the State Board of Education provide, by rules and regulations, for the establishment and operation of regional Education Service Centers (ESCs). Chapter 8 of the Texas Education Code, enacted by the 75th Texas Legislature in 1997, specified the following purposes of ESCs: Regional Education Service Centers shall: Enable school districts to operate more efficiently and economically. Region 15 Education Service Center awards contracts for the members of the 791 Purchasing Cooperative under this authority.

THIS MASTER INTERLOCAL AGREEMENT ("ILA"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between Region 15 Education Service Center, hereinafter referred to as "Region 15 ESC," with its principal place of business: 612 South Irene Street, San Angelo, TX 76903. Region 15 ESC is a lead agency of 791 Purchasing Cooperative, hereinafter referred to as "791 COOP," having its principal place of business at P.O. Box 592867 San Antonio, TX 78259, and City of Richland Hills, a local government, created and operated to provide one or more governmental functions and services, hereinafter referred to as "Cooperative Member," having its principal place of business at 3200 Diana Drive, Richland Hills, Texas 76118.

WHEREAS, Region 15 ESC is Regional Education Service Center of the State of Texas operating under Chapter 8 of the Texas Education Code; and

WHEREAS, pursuant to Chapter 8 of the Texas Education Code, Region 15 ESC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, Region 15 ESC is a Lead Agency for 791 Coop. Region 15 ESC has instituted a cooperative purchasing program with 791 Purchasing Cooperative, hereinafter referred to as the "791 COOP" under which Region 15 ESC contracts with eligible entities under the Act; and

WHEREAS, Cooperative Member has represented that it is an eligible entity under the Act, that its governing body has authorized this Agreement on January 11, 2021, and that it desires to contract with Region 15 ESC on the terms set forth below;

WHEREAS, Master Agreements are made available by Lead Contract Awarding Agency (Region 15 ESC) through the 791 Purchasing Cooperative

NOW, THEREFORE, Region 15 ESC and the Cooperative Member do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Cooperative Member represents and warrants to Region 15 ESC that it is eligible to contract with Region 15 ESC under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 791 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

Region 15 ESC and the Cooperative Member agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3: WHOLE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall be effective when signed by the last party, making this Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renewals. Notwithstanding this provision, any party may terminate this Agreement and both parties can agree to amend this Agreement as provided in Article(s) 7 or 8.

ARTICLE 5: SCOPE OF SERVICES

The Cooperative Member contracts with awarded contract holders for the purchase of certain products and services through the 791 COOP cooperative purchasing program. All purchases hereunder shall be in accordance with Texas statutes and procedures governing competitive bids and competitive proposals and in accordance with specifications and contract terms established by the contract, and at the prices available and published by 791 COOP. Ownership (title) to products purchased through contracts awarded pursuant to the 791 COOP program shall transfer directly from the contractor to the Cooperative Member. Nothing in this Agreement shall prevent the Cooperative Member from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.

ARTICLE 6: PAYMENTS

Upon delivery of goods or services purchased and presentation of a properly documented invoice, the Cooperative Member shall promptly, and in any case within thirty (30) days, pay the vendor and/or contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall Region 15 ESC have any financial liability to the Cooperative Member for any goods or services Cooperative Member procures through its cooperative purchasing program.

ARTICLE 7: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. Region 15 ESC reserves the right to make changes in the scope of products and services offered through the 791 COOP program to be performed hereunder. Amendments shall be labeled numerically as Amendment #1, #2, and succeeding numbers as necessary.

ARTICLE 8: TERMINATION PROCEDURES

Region 15 ESC or the Cooperative Member may cancel this Agreement at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligations of the Cooperative Member, including obligations to pay any vendor or contractor for all goods and/or services purchased under this Agreement, shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the Cooperative Member.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, pandemic, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.

ARTICLE 11: CONSENT TO SUIT

Nothing in this Agreement will be construed as a waiver or relinquishment by either party of its right to claim such exemptions, privileges and immunities as may be provided by law.

ARTICLE 12: LIMITATION OF LIABILITY

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BOTH PARTIES: REGION 15 AND 791 COOP; EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND COOP CONTRACT. THE 791 PURCHASING COOPERATIVE PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE 791 PURCHASING COOPERATIVE PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE 791 PURCHASING COOPERATIVE PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR COOP CONTRACT.

ARTICLE 13: MISCELLANEOUS

- a) The Cooperative Member hereby acknowledges and agrees that it is their intent of the parties that all provisions of this Agreement and that Contract Awarding Agency' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Cooperative Member further acknowledges and agrees that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
- b) This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tom Green County, Texas.
- c) The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- d) This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year first above written.

[SIGNATURE PAGE IMMEDIATELY FOLLOWING]

SIGNATURE PAGE

REGION 15 ESC

Lead Agency

By: _____
Signature of REGION 15 ESC

Name and Title

Date: _____

325-658-6571 _____
Telephone

E-mail Address

P. O. Box 5199 _____
Mailing Address

San Angelo, TX 76902-5199 _____
City, State, ZIP Code

Name of Cooperative Member

By: _____
Signature of Chief Elected Official or Designee

Name of Chief Elected Official or Designee

Title of Chief Elected Official or Designee

Date: _____

Mailing Address

City, State, ZIP Code

Name of Primary Contact Person

Title of Primary Contact Person

Telephone

Mailing Address

City, State, ZIP Code

E-mail Address

791 Purchasing Cooperative
(Administration Purposes)

By: _____
Signature of 791 Coop Program Manager

Name of 791 Coop Program Manager

Date: _____

Name of Cooperative Member

P. O. Box 593867 _____
Mailing Address

San Antonio, TX 78259 _____
City, State, ZIP Code

210-255-3596 _____
Telephone

E-mail Address

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Candice Edmondson, City Manager

Date: January 11, 2021

Subject: FY 2022 Budget Public Forum

Agenda Item:

FY 2022 Budget Public Forum

Background Information:

Section 12.01 of the City Charter says the following: "In January, the City Council will hold a Public Forum for the express purpose of obtaining citizen comments on items they would like to see included or considered in the budget for the upcoming year."

This item will serve as the required Public Forum.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

N/A

Council Action Requested:

No action requested.

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Chantele Hancock, Library Director

Date: January 11, 2021

Subject: New Integrated Library System and Consortium for the Richland Hills Public Library

Agenda Item: 7A

New Integrated Library System and Consortium

Background Information:

For over 20 years, the MetrOPAC has functioned as a consortium ultimately consisting of the public libraries of Benbrook, Burleson, Fort Worth, Haltom City, Keller, Richland Hills and Watauga. The libraries have interlocal agreements to share materials (books, et al) and share an integrated library system (ILS) sponsored by the Fort Worth Public Library (FWPL). The MetrOPAC consortium was established in 1999.

The last contract signed for the MetrOPAC was in 2015 for five (5) years. ¹ In FY 2020, Manya Shorr, Fort Worth Public Library Director, announced the MetrOPAC contract required changes to reflect a service provider model rather than a true consortium. All participating libraries would be required to match their lending policies (check out times and limits, fees, reserves, etc.) with Fort Worth policies, the courier schedule would be determined by Fort Worth, and the cost for administration and maintenance of the ILS and courier fees most likely would increase. In essence, the Richland Hills Public Library and any other libraries remaining in the MetrOPAC would lose their autonomy and function as a branch of FWPL. Benbrook withdrew from the MetrOPAC effective November 2020. For the above reasons, the five (5) remaining libraries asked for additional time to research possible alternatives to remaining in the MetrOPAC. A one-year agreement extension was signed ² to allow the libraries time to vet possible options.

Library staff has examined and compared three separate plans –

1. MetrOPAC – remaining with MetrOPAC libraries and Polaris ILS, which feasibly could be reduced from seven (7) libraries to two (2) libraries, Fort Worth and Richland Hills, depending on the decisions by the other MetrOPAC libraries.

2. North Texas Library Consortium (NTLC) – joining an existing consortium which consists of 12 very small libraries at the outer northern edges of the Metroplex using the Evergreen ILS.
3. New Consortium– creating a new consortium with the above six (6) libraries and any other neighboring libraries interested in joining, with a different ILS. Several ILS systems have been explored including Apollo, Evergreen, Koha and The Library Corporation (TLC).

After extensive research and discussion, the libraries ultimately decided to go with option 3, creating a new consortium without Fort Worth and with the addition of the Forest Hill Public Library using Koha.

Koha is one of the fastest growing ILS systems in Texas, which will make partnering with more libraries easier and less expensive. There are several public libraries in the area that use Koha, and a few have expressed interest in this new consortium. Also, it is easier to use, can be customized differently for each library and has a reputation for great customer service. Of the other four (4) ILSs examined, Polaris and TLC are much more expensive. Apollo and Evergreen are similar in price to Koha but did not meet the individual libraries' needs as well. Additionally, the North Richland Hills Library recently made a change from Evergreen to Koha. They have expressed an interest in eventually joining this new consortium and that possibility makes Koha the most attractive option especially for Richland Hills, Haltom City and Watauga.

Financial Considerations:

Koha/Bywater Solutions First Year, FY 2022

Polaris Extraction of Data from FWPL ILS (Polaris)	\$ 11,565	(estimate based on Benbrook's cost)
Migration Fee/New ILS Setup	9,349	(estimate based on Benbrook's cost)
Training	440	
ILS Yearly Cost	0	
ILS Management Fee (Bywater Solutions)	3,222	
Cloud Service & SIP Connections	included in above	
Courier	<u>2,129</u>	
Year One Total	\$ 26,705	

Yearly

ILS Yearly	\$ 0
ILS Management Fee (Bywater Solutions)	3,222
Cloud Service & SIP Connections	included in above
CTLS Administration	300
Courier	<u>2,129</u>
Yearly Total Thereafter	\$ 5,651

First Year Koha vs. MetrOPAC Costs

Koha	\$ 26,705
MetrOPAC	- <u>8,678</u>
Extra for First Year	\$ 18,027

Yearly Savings Thereafter

MetrOPAC FY2020 (before cost increase)	\$ 8,678
Koha/Bywater Solutions	- <u>5,651</u>
Savings	\$ 3,027

The Burleson Library Director has identified a grant from the Texas State Library which will pay for most of the migration, exit and data extraction costs. All of the library directors from each of the cities are currently working on the grant application which is due in February. Any costs not covered by grant funds could be paid from monies in the Library Donation Fund.

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

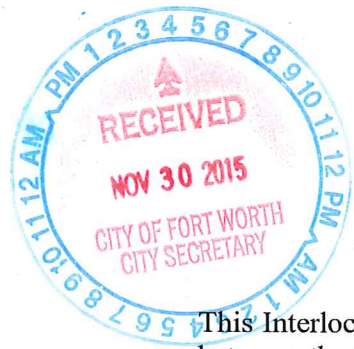
1. MetrOPAC Interlocal Agreement for Library Services, 2015
2. 1-Year Extension for the MetrOPAC Interlocal Agreement

Council Action Requested:

Update only. No Council action requested

CITY SECRETARY
CONTRACT NO.

47272



INTERLOCAL AGREEMENT
FOR LIBRARY SERVICES

This Interlocal Agreement for Library Services ("Agreement") is made and entered into by and between the City of Fort Worth ("Fort Worth") and the City of **Richland Hills** ("MetrOPAC Library"), acting by and through Eric Strong, its duly authorized City Manager.

WHEREAS, the Texas State Legislature has authorized the formation of interlocal cooperating contracts between and among governmental entities; and

WHEREAS, this Agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code which authorizes Fort Worth and MetrOPAC Library to enter into this Agreement for purposes of providing a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS, Fort Worth operates a System that uses advanced technology specifically designed by System Vendor for the efficient circulation; cataloging; acquisition; and processing of library materials, maintenance of customer accounts, and access to online databases and other electronic materials; and

WHEREAS, the System is adaptable to provide similar services to other libraries in the vicinity of Fort Worth; and

WHEREAS, the cities of Fort Worth, Benbrook, Burleson, Haltom City, Keller, Richland Hills, and Watauga have joined to create the MetrOPAC Library Consortium to receive automated library system services from Fort Worth, provide reciprocal borrowing services for their residents, and negotiate cooperative library material purchasing and licensing agreements; and

WHEREAS, the governing bodies of Fort Worth and MetrOPAC Library previously entered into an interlocal agreement in City Secretary Contract No 33377 and now wish to enter into a new agreement for library services; and

WHEREAS, the governing bodies of Fort Worth and MetrOPAC Library find that this Agreement is necessary for the benefit of the public and the performance of this Agreement is in the common interest of both parties; and

WHEREAS, the governing bodies of Fort Worth and MetrOPAC Library have authorized entering into this Agreement; and

WHEREAS, the governing bodies of Fort Worth and MetrOPAC Library, in paying for the performance of governmental functions or in performing such governmental functions, shall make payments only from current revenues legally available to such party

NOW THEREFORE, IN CONSIDERATION of the mutual promises and agreements contained herein, the parties do hereby agree as follows:

The Contract documents shall include the following:

1. This Interlocal Agreement for Library Services
2. Exhibit A–System Buy-In Costs
3. Exhibit B – Standard System
4. Exhibit C – PC Workstation Requirements and Remote Desktop Services

All Exhibits attached hereto are incorporated herein and made a part of this Agreement for all purposes. In the event of any conflict between the documents, the terms and conditions of this Interlocal Agreement for Library Services shall control.

1. DEFINITIONS.

1.1. Effective Date is the final date on which this Agreement has been executed by both parties.

1.2. Integrated Library System (ILS) is an advanced technology software specifically designed for the efficient circulation; cataloging; acquisition; and processing of library materials, maintenance of customer accounts, and access to online databases and other electronic resources.

1.3. Live Date is the day on which the Library uses the System in a live, production mode for normal daily business, including searching the public access catalog and circulating materials.

1.4. MetrOPAC is a consortium of libraries in Tarrant County, Texas whose members receive automated library system services from the Fort Worth Library. Members share the integrated library system database, provide reciprocal borrowing services for their residents, and negotiate cooperative library material purchasing and licensing agreements.

1.5. Polaris Profile is each library's Polaris settings that manage the library's item, bibliographic, and borrower records; borrower permissions; loan periods; fines and fees; notices; statistics; reports; bibliographic record import rules; holds; materials budgets; purchase orders; EDI processes; invoices; serials check-in; claims; and inventory.

1.6. PowerPAC is the public interface for the Polaris system. It provides information about the libraries' holdings. It enables the public to find titles owned by the library, place holds on materials, build and store reading lists, recommend and comment on titles, pay fines, and manage their library accounts. It also provides access to the libraries' electronic resources.

- 1.7. **Standard System** is the Polaris system and existing and new third-party products integrated and/or purchased as part of the initial system implementation as described in Exhibit B.
- 1.8. **System** is the integrated library system operated by Fort Worth.
- 1.9. **System Documents** are all contracts, purchase agreements, leases, software licenses and other documents related to the System.
- 1.10. **System Implementation** is the process of planning and migrating from the existing system to Polaris and training staff to use the new System. System Implementation includes integrating existing Third-Party equipment, software, and services with the Polaris System.
- 1.11. **System Vendor** is GIS Systems, doing business as Polaris Library Systems.
- 1.12. **Third-party** is any individual or entity other than the parties to this Agreement that provides a product or service that interfaces with the System. Third-party products and services can be obtained directly by the MetrOPAC Library, or purchased or licensed by the City of Fort Worth for the mutual benefit of the MetrOPAC Consortium.

2. **PURPOSE AND SCOPE.**

The purpose of this Agreement is to promote the efficient provision of automated library services in public libraries in Tarrant County, Texas. Fort Worth's Central Library is the base of all operations related to the System. The System serves all of Fort Worth's libraries as well as other Tarrant County libraries that enter into the MetrOPAC Consortium. Subject to and in accordance with this Agreement, MetrOPAC Library's public libraries will receive access and be linked to the System. Fort Worth will also provide MetrOPAC Library with certain associated maintenance services and administrative assistance. MetrOPAC Library shall compensate Fort Worth for access, maintenance, and support services as provided in this Agreement.

3. **TERM.**

This Agreement shall commence on the Effective Date and remain in effect for five (5) years. After five (5) years, the Agreement shall automatically renew for successive one (1) year terms ("Renewal Period") and shall continue in full force and effect unless terminated by either party upon written notice. Such notice of intent to terminate must be given not later than ninety (90) days prior to the end of the original term or any Renewal Period.

4. **SERVICES PROVIDED.**

4.1. **Use of System**

MetrOPAC Library shall enjoy full use of the modules and features available on the Standard System, and any others that may be added during subsequent System upgrades. Fort Worth is ultimately responsible for the quality and accuracy of the borrower, holdings, and other System databases, and reserves the right to establish and implement standards and practices that will benefit all MetrOPAC participants.

MetrOPAC Library shall enjoy full use of any System services and features that are covered by its annual maintenance payments. MetrOPAC Library will have the option to purchase new services and features that are not included with annual maintenance costs.

MetrOPAC Library shall be responsible for carrying out its local, day-to-day operations of the various System modules. Fort Worth will provide necessary training so that MetrOPAC Library staff can successfully carry out the operations themselves.

Fort Worth does not provide internet access, e-mail, or other telecommunications and/or networking services.

4.2. **Customer Support Service.**

4.2.1. Fort Worth shall provide telephone support for MetrOPAC Library in the diagnosis of software and operational problems related to the Standard System 9:00 a.m. through 6:00 p.m. Monday through Saturday.

4.2.2. Fort Worth shall provide MetrOPAC Library a contact list for requests for routine changes to MetrOPAC Library's Polaris profile policies or OPAC configuration, and questions about specific Polaris functionality. Such assistance will be available 9:00 a.m. through 6:00 p.m. Monday through Friday.

4.2.3. Fort Worth shall provide scheduled on-site, non-emergency assistance to MetrOPAC Library personnel 9:00 a.m. through 6:00 p.m. Monday through Friday.

4.3. **Emergency Support.**

Fort Worth shall provide on-site emergency support through the System Vendor only in the event of a system emergency. System emergency shall be defined as (1) no client workstation can connect to the database server, (2) the System cannot check-in

or check-out, (3) transaction processing has failed, or (4) the System fails to allow searching of the local bibliographic database.

4.4. Management Reports.

Fort Worth shall produce or assist the MetrOPAC Library in producing overdue notices, bills and statistical reports in a form and on a schedule mutually agreed to in writing by Fort Worth and MetrOPAC Library.

4.5. Training.

Fort Worth shall provide or arrange training to MetrOPAC Library personnel that is necessary for operation of the Standard System. Training will be open to staff at all MetrOPAC libraries. This training may be conducted at Fort Worth, at a MetrOPAC library, or online as provided by Polaris.

Training conducted by Polaris staff for basic System operation is included as part of the MetrOPAC Polaris implementation. Costs for this training are included in the MetrOPAC Library's buy-in as shown in Exhibit A. Training details are shown in Exhibit B. If MetrOPAC Library desires additional training by Polaris, Fort Worth will coordinate with other interested MetrOPAC libraries and pass along any Polaris training charges to the participating libraries.

4.6. Additional Custom Support and Training.

Initial Polaris profile and PowerPAC customization is included as part of the System Implementation. Fort Worth shall make all reasonable efforts to customize the MetrOPAC Library's Polaris profile and PowerPAC interface to support the MetrOPAC Library's special requirements, so long as such customization does not interfere with the other MetrOPAC libraries' use and enjoyment of the System.

Following System Implementation, the Fort Worth Library will provide MetrOPAC Library up to three (3) hours per month of custom support and training for the System as part of annual maintenance. Fort Worth will bill MetrOPAC Library at the rate of \$50.00 per hour for all custom support and training over and above three (3) hours per month.

Such customization will be provided on a schedule mutually agreed upon in writing by Fort Worth and MetrOPAC Library. Fort Worth reserves the right to pass on any related System Vendor charges.

4.7. Warranty of Services.

Neither Fort Worth nor the System Vendor shall guarantee services for circuit disruptions outside the control of Fort Worth and/or the System Vendor. Such

disruptions may include, but are not limited to, functional or performance deficiencies of the System Vendor or increases in usage by other community libraries that exceed planned usage. Service issues will be handled on a best-effort-basis in conjunction with the System Vendor's performing warranty work.

4.8. System Maintenance, Upgrades, and Enhancements.

Fort Worth or the System Vendor will provide maintenance for the System functions and equipment. As Polaris is hosting the System, it will install System patches, updates, and new version releases. Such patches, updates, and releases will be installed on a schedule mutually agreed upon by the MetrOPAC libraries and Polaris.

System patches, updates, and new releases are generally included as part of MetrOPAC Library's annual maintenance costs. In the event there are additional software or hardware costs associated with a new release, Fort Worth will purchase the necessary components. MetrOPAC Library will reimburse Fort Worth for its share of the additional costs on a mutually-agreed-upon schedule.

If the vendor develops optional product or service enhancements to the current System that are available at an additional cost, and that Fort Worth deems to be beneficial to the MetrOPAC Consortium as a whole, Fort Worth may implement the enhancements for the entire MetrOPAC Consortium at no additional charge to the MetrOPAC Library. In the event the enhancement costs more than Fort Worth can absorb and is one that can be made available only to participating MetrOPAC libraries, those libraries that wish to utilize the enhancement can reimburse Fort Worth for their share of the additional costs on a mutually-agreed-upon schedule.

If MetrOPAC Library desires to have access to an optional System enhancement that is not provided as part of routine System upgrades, new releases, or MetrOPAC Consortium enhancements, the MetrOPAC Library will reimburse Fort Worth for the costs of acquiring and implementing the enhancement, including costs for custom support and training as defined in 4.6.

MetrOPAC Library is solely responsible for providing, maintaining, and updating its own local hardware and software necessary for use of the System, including upgrades required due to System upgrades, new releases, and the implementation of additional optional System features. System requirements recommended by Polaris for the successful operation of the system are described in Exhibit C. Fort Worth will notify MetrOPAC Library of local hardware and software upgrade requirements as far in advance as possible.

If the MetrOPAC Library wishes to use a different operating system or system configuration to access Polaris, it should first consult with the appropriate Fort Worth staff. Fort Worth does not guarantee Polaris will operate on alternative operating systems or that Fort Worth staff can support alternative operating systems. Fort Worth

does not support use of the System on Macintosh operating systems, hardware, or mobile devices. Fort Worth will charge the MetrOPAC Library for all costs associated with use of an alternative operating system, which shall be determined at Fort Worth's sole discretion.

4.9. Third-party Vendor Services.

Fort Worth shall assist MetrOPAC Library with planning and implementing third-party vendor services that are utilized by the System.

Existing Third-party equipment, software, and services will be migrated and integrated during System Implementation. Some services may not be fully integrated until after the Live Date.

If more than half of the Consortium MetrOPAC members wish to implement a new Third-party solution, Fort Worth will attempt to contract with the Third-party vendor on behalf of the MetrOPAC Consortium and will add a proportionate share of the Third-party vendor's charges, plus any related System Vendor charges, to each participating library's annual maintenance costs. Implementation will be made on a mutually-agreed-to schedule that makes most efficient use of staff's time. Fort Worth Library will not charge for work performed in association with implementing a MetrOPAC Consortium Third-party solution.

If MetrOPAC Library decides to implement a known Third-party solution that is already in use at other MetrOPAC libraries, it may, if mutually agreeable, be added to the Fort Worth Library's existing Third-party contract if allowed under the terms of the contract. Associated costs will be added to MetrOPAC Library's annual maintenance charges. Otherwise, MetrOPAC Library will be responsible for all contracts and charges associated with the Third-party implementation. Implementation will be made on a mutually-agreed-to schedule that makes most efficient use of staff's time. Fort Worth Library will not charge for work performed in association with implementing a known Third-party solution, so long as the work can be accomplished as described in 4.2 and 4.6.

If MetrOPAC Library wishes to implement a Third-party solution different and independent from the other MetrOPAC members and that is unfamiliar to Fort Worth, it must first consult with Fort Worth to determine if the solution is feasible and to schedule the work. Such schedule must be mutually agreed to in writing by Fort Worth and MetrOPAC Library. MetrOPAC Library will be responsible for all contracts and charges associated with its independent Third-party implementation. Fort Worth will bill MetrOPAC Library at an hourly rate of \$50.00 for all work performed in association with implementing and supporting independent third-party solutions and will also bill MetrOPAC Library for any related System Vendor charges.

5. COMPENSATION.

5.1. System Access.

MetrOPAC Library shall pay Fort Worth a System buy-in cost calculated from the total \$240,290 cost of the System as set forth in Exhibit "A." This cost shall include all fees for software licenses and Fort Worth administrative services necessary to access and operate the System.

The MetrOPAC Library's System buy-in costs will be based on its percentage of the total 956,191 MetrOPAC service area population as reported by the Texas State Library.

Buy-in costs include the number of staff client licenses shown in Exhibit A. During the term of this Agreement, MetrOPAC Library may purchase additional staff client licenses for \$750 each, and an additional \$135 annual maintenance per added staff client license.

5.2. Maintenance.

MetrOPAC Library shall pay Fort Worth an additional annual maintenance fee as set forth in Exhibit "A," which represents MetrOPAC Library's pro rata share of Fort Worth's cost for System maintenance and related service support. Fort Worth will bill MetrOPAC Library each October 1, with payment due on or before December 31 of each year.

Fort Worth may unilaterally increase the maintenance fee by up to ten percent (10%) at annual renewal in order to cover increases in Fort Worth's costs for such maintenance. In the event of an increase, Fort Worth will provide MetrOPAC Library with written notice thereof as far in advance as practicable of the increase. In the event the MetrOPAC Library is unable to afford the increased fees, the MetrOPAC library will have the right to terminate this Agreement by providing ninety (90) days written notice to Fort Worth.

5.3. Courier Service.

Fort Worth provides courier services on a partial cost-recovery basis to deliver and return materials borrowed by MetrOPAC library customers. The courier schedule is developed by mutual agreement. Fort Worth is not responsible for accidental loss or damage to materials shipped through the courier service or for missed or delayed deliveries due to mechanical failures, road conditions, or any other unforeseen condition. Courier service charges are based on the number of delivery days and the round-trip mileage from the Central Fort Worth Library to the MetrOPAC Library. Courier charges are established prior to the beginning of each fiscal year. MetrOPAC Library may change the delivery frequency at any time, by mutual agreement and written consent of both parties. ~~Fort Worth does not guarantee it will be able to~~

accommodate all requested changes to MetrOPAC Library's courier schedule.

6. **RECIPROCAL BORROWING IN-KIND SERVICES.**

As part of consideration, and to further the purpose of this Agreement, Fort Worth and MetrOPAC Library shall provide reciprocal borrowing services to the other MetrOPAC libraries at no charge either to the parties or their customers. Furthermore, the MetrOPAC Library agrees to execute Interlocal Agreements with the other MetrOPAC libraries to provide such services to each other's customers. Policies regarding reciprocal borrowing services are established through mutual agreement by the MetrOPAC members.

7. **CONSORTIAL BUYING AND LICENSING.**

As part of consideration, and to further the purpose of this Agreement, Fort Worth and MetrOPAC Library may enter into joint purchasing and licensing agreements with other MetrOPAC libraries to acquire library materials, e-resources, and services for the mutual use and benefit of all MetrOPAC libraries' customers. Fort Worth will negotiate and manage these agreements on behalf of the MetrOPAC Consortium. Costs for consortium subscriptions and purchases will be included in MetrOPAC Library's annual maintenance charges.

8. **ADDING NEW LIBRARIES TO METROPAC CONSORTIUM.**

Other public, school, and academic libraries in Tarrant County may join the MetrOPAC Consortium so long as two-thirds of existing MetrOPAC Consortium members agree in writing. New libraries must enter into interlocal agreements with Fort Worth and the other MetrOPAC members as described in Section 6, and must agree to reciprocal borrowing and other policies as established by the MetrOPAC Consortium.

New libraries will bear all additional Polaris licensing, training, and maintenance costs resulting from joining the MetrOPAC Consortium. Costs for existing MetrOPAC libraries will not be affected if new libraries are added to the MetrOPAC Consortium.

9. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.**

9.1. MetrOPAC Library acknowledges that Fort Worth licenses its System from a System Vendor. In addition, MetrOPAC Library acknowledges that operation of the System by Fort Worth is largely dependent on software license agreements and other documents required by the System Vendor or a respective

manufacturer. System Documents are available for inspection and copying by MetrOPAC Library during normal Fort Worth Library business hours and are incorporated herein by reference for all purposes.

- 9.2. METROPAC LIBRARY UNDERSTANDS AND AGREES THAT FORT WORTH DOES NOT GRANT METROPAC LIBRARY ANY RIGHT THAT IS GREATER THAN OR DIFFERENT FROM ANY RIGHT THAT FORT WORTH MAY HAVE UNDER THE SYSTEM DOCUMENTS. IN ADDITION, METROPAC LIBRARY UNDERSTANDS AND AGREES THAT FORT WORTH SHALL NOT BE LIABLE TO METROPAC LIBRARY FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY SORT, INCLUDING WITHOUT LIMITATION, DAMAGES TO PROPERTY OR FOR PERSONAL INJURY, DEATH, LOSS OF PROFITS OR SAVINGS, LOSS OF USE OR ANY OTHER DAMAGES, WHETHER BASED ON STRICT LIABILITY OR NEGLIGENCE AND WHETHER RESULTING FROM USE OF THE SYSTEM OR OTHERWISE, EXCEPT FOR DIRECT, SPECIFIC DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ONLY TO THE EXTENT CAUSED BY FORT WORTH'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- 9.3. METROPAC LIBRARY HEREBY ACKNOWLEDGES AND REPRESENTS THAT IT HAS INDEPENDENTLY DETERMINED, WITHOUT RELIANCE ON ANY REPRESENTATIONS THAT MAY OR MAY NOT HAVE BEEN MADE BY FORT WORTH, THAT THE SIZE, DESIGN, CAPACITY OF THE SYSTEM AND THE MANUFACTURER AND SUPPLIER ARE SATISFACTORY TO METROPAC LIBRARY IN ALL RESPECTS AND FOR ALL INTENDED PURPOSES. FORT WORTH HAS NOT MADE AND DOES NOT HEREBY MAKE ANY REPRESENTATION, WARRANTY OR COVENANT, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, QUALITY, CAPACITY, MATERIAL, WORKMANSHIP, OPERATION, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, HIDDEN OR LATENT DEFECT OF THE SYSTEM OR ANY PORTION THEREOF, OR AS TO ANY PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT. AS TO FORT WORTH, METROPAC LIBRARY HEREBY WAIVES ANY CLAIM IT MAY HAVE REGARDING, WITHOUT LIMITATION, THE DESIGN, CAPACITY, MATERIAL, WORKMANSHIP, OPERATION, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, HIDDEN OR LATENT DEFECT OF THE SYSTEM OR ANY PORTION THEREOF, AND ANY CLAIM IT MAY HAVE AS TO ANY PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT.

10. TERMINATION.

10.1. By Either Party.

Either party may terminate this Agreement in accordance with Section 3 or Section 5.2 above. MetrOPAC Library shall pay Fort Worth all compensation due hereunder through the effective date of termination. No advance payments to Fort Worth received prior to the effective date of termination shall be refunded. Within ninety (90) days of the effective date of termination, and at MetrOPAC Library's sole cost and expense, Fort Worth will provide MetrOPAC Library with an industry-standard copy of MetrOPAC Library's data base on a machine-readable tape in MARC format or such other format reasonably requested by MetrOPAC Library and available to Fort Worth.

MetrOPAC Library understands and acknowledges that the services provided under this Agreement are largely contingent upon participation from MetrOPAC Library and other community libraries within the vicinity of Fort Worth. Fort Worth reserves the right to make any necessary changes to the System to compensate for reduced participation.

10.2. Default.

10.2.1. MetrOPAC Library shall be in default under this Agreement if MetrOPAC Library (i) fails to pay any compensation or other amounts payable hereunder for a period of (30) days or more (unless Fort Worth has given MetrOPAC Library written consent for additional time to pay such compensation or other amounts) following receipt by MetrOPAC Library of written notice thereof or (ii) takes any action that materially prevents Fort Worth from performing its duties and obligations hereunder (such as, for illustrative purposes only, restricting access for installation of the System) and such condition continues for a period of thirty (30) days or more following receipt by MetrOPAC Library of written notice thereof (collectively an "Event of Default").

10.2.2. Fort Worth's ability to pay for the System is due, in part, to the anticipated receipt of compensation from MetrOPAC Library per this Agreement and from other Tarrant County communities linked to the System pursuant to similar agreements. In reliance on this participation and joint cooperation by MetrOPAC Library and such other communities, Fort Worth has entered into System Documents with multiple-year terms that have required advance planning and long-term financial commitments. Therefore, and notwithstanding any other

provision, if an Event of Default occurs, Fort Worth may exercise any and all of the following remedies: (i) declare an Event of Default in writing to MetrOPAC Library and terminate this Agreement immediately; (ii) recover from MetrOPAC Library all compensation then due and unpaid; and (iii) recover from MetrOPAC Library all compensation to become due, by acceleration or otherwise, during the remainder of the term of this Agreement, which sums MetrOPAC Library hereby agrees to appropriate at such time.

10.3. Termination of System Documents.

If any of the System Documents are terminated and such termination materially prevents Fort Worth from performance under this Agreement, Fort Worth may immediately terminate this Agreement upon provision of written notice to MetrOPAC Library. Fort Worth shall not be liable to MetrOPAC Library for any additional costs MetrOPAC Library incurs upon termination of this Agreement under this provision.

10.4. Implementation of New System.

MetrOPAC Library understands and acknowledges that the services provided under this Agreement are largely contingent upon participation from MetrOPAC Library and other community libraries within the vicinity of Fort Worth. Fort Worth reserves the right, at any time and for any reason, to upgrade or implement a newly designed Automated Library System that will sufficiently serve Fort Worth and other community libraries. If Fort Worth implements a new system which significantly affects MetrOPAC Library's ability to effectively and efficiently utilize Fort Worth's system, MetrOPAC Library will have the option to negotiate a new agreement with terms and conditions relative to Fort Worth's upgraded system prior to implementation of the new system. In such an event, if both parties determine that Fort Worth cannot effectively accommodate MetrOPAC Library's needs with regards to the new system, then MetrOPAC Library shall have the option to cancel this Agreement. In the event of such cancellation by MetrOPAC Library, all fees and expenses due to Fort Worth at the time of cancellation shall immediately become due and payable.

10.5 Non-Appropriation of Funds

MetrOPAC Library is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose. Should MetrOPAC Library's governing body fail to budget, appropriate, or

otherwise make available funds to pay compensation under this Agreement for any upcoming fiscal year of MetrOPAC Library, then this Agreement shall terminate automatically at the end of the fiscal year prior to the fiscal year for which no appropriation has been made. If MetrOPAC Library fails to appropriate sufficient funds to compensate Fort Worth under this Agreement, MetrOPAC Library shall give Fort Worth as much notice as is reasonably possible prior to the effective date of termination.

11. MISCELLANEOUS.

11.1. Ownership of Data Base.

MetrOPAC Library shall at all times retain ownership and use of its data, including patron files and records. Fort Worth Library will pass along any System vendor charges related to extracting their records from the System.

11.2. Proprietary Software.

All licensed ILS Software and ILS Software Materials contain the System Vendor's proprietary information, use of which is limited by the licenses granted in the System Documents. MetrOPAC Library shall not allow the ILS Software, or any portion thereof, to be reverse compiled, disassembled, or in any way altered. The MetrOPAC Library shall not modify any licensed ILS Software in machine-readable form nor merge such Polaris ILS Software with other software programs. The MetrOPAC Library will not disclose or otherwise make available, except as required by law, any licensed ILS Software Materials in any form to any third party without written permission of the Fort Worth Library staff.

11.3. No Waiver.

The failure of either party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

11.4. Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

11.5. Force Majeure.

The parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission

of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any state or federal law or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems or existing contractual obligations directly related to the subject matter of this Agreement.

11.6. Venue and Jurisdiction.

This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas-Fort Worth Division.

11.7. System Documents Control.

In the event of any conflict between this Agreement and the System Documents, the System Documents shall control.

11.8. Notices.

MetrOPAC Library shall provide Fort Worth with the name, direct phone number, facsimile number, and e-mail address of a MetrOPAC Library employee who will be a responsible contact for all issues involving this Agreement.

11.9. Entirety of Agreement.

This written instrument, including all Exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between Fort Worth and MetrOPAC Library as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with this Agreement. This Agreement may not be amended unless set forth in writing and signed by both parties.

11.10. Assignment.

This Agreement may not be assigned by either party.

11.11. Compliance with Law, Ordinances, Rules and Regulations.

MetrOPAC Library agrees that in the performance of its obligations hereunder, it will comply with all applicable federal, state and local laws, ordinances, rules and regulations and that any work it produces in connection with this Agreement will also comply with all applicable federal, state and local laws, ordinances, rules and regulations. If Fort Worth notifies MetrOPAC Library of any violation of such laws, ordinances, rules or regulations,

MetrOPAC Library shall immediately desist from and correct the violation.

11.12. Non-discrimination Covenant.

MetrOPAC Library, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by MetrOPAC Library, its personal representatives, assigns, subcontractors or successors in interest, MetrOPAC Library agrees to assume such liability and, to the extent allowed by law, to hold the City harmless from such claim.

11.13. Right to Audit.

MetrOPAC Library agrees that Fort Worth shall, until the expiration of three (3) years after final payment under this Agreement, or the final conclusion of any audit commenced during the said three (3) years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of MetrOPAC Library involving transactions relating to this Agreement at no additional cost to Fort Worth. MetrOPAC Library agrees that Fort Worth shall have access during normal working hours to all necessary MetrOPAC Library facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Fort Worth shall give MetrOPAC Library reasonable advance notice of intended audits.

11.14. Governmental Powers/Immunities

It is understood and agreed that by execution of this Agreement, neither party waives or surrenders any of their governmental powers or immunities.

11.15. Headings Not Controlling.

Headings and titles used in this Agreement are for reference purposes only, shall not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement.

11.16. Review of Counsel.

The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

11.17. Amendments.

No amendment of this Agreement shall be binding upon a party hereto unless such amendment is set forth in a written instrument, which is executed by an authorized representative of each party.

11.18. Counterparts.

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

11.19. Signature Authority.

The person signing this Agreement hereby warrants that he/she has the legal authority to execute this Agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

[Signature page follows]

EXECUTED in multiples this 30th day of November 2015

CITY OF FORT WORTH:

By: Fernando Cosh

Assistant City Manager

ATTEST:

By: Mary Kayser
Mary Kayser
City Secretary



CITY OF RICHLAND HILLS

By: Eric Strong

Name: Eric Strong
Title: City Manager

ATTEST:

By: Lisa Harper Wood
Name: Lisa Harper Wood
Title: Library Director

APPROVED AS TO FORM
AND LEGALITY:

By: Jessica Sangsvang
Jessica Sangsvang
Assistant City Attorney

APPROVED BY ATTORNEY
(IF REQUIRED):

By: _____
Name: _____
Title: _____

M & C: C-27126 M&C Date: _____
12/9/14

**EXHIBIT A System
Buy-In Costs
One Time Costs Only
to be Invoiced**

Total Buy-in for 8 client licenses	\$2447
------------------------------------	--------

EXHIBITB
Standard System

- Polaris ILS Database (full and documented schema available via Extranet)
 - SMTP For email notification (Library may also use other email server)
 - Remote Patron Authentication via SIP2 service
 - Find Tool (Over 600 search points available)
 - Cataloging with authority control
 - MARC validation program
 - Bibliographic and authority records importing interfaces
 - Fully integrated WYSIWYG Label Printing (see/edit before you print)
 - Circulation
 - Offline circulation, inventory and Bookmobile (one daily offline client download per location at no additional cost- Library may pull only one copy of the daily Offline file to a local resource)
 - Group holds
 - OCLC Navigator Inter Library Loan Interface
 - Record set (bulk change operations for patron, item, authority and bibliographic records)
 - Integrated desktop Reports and Notices (export to local workstation in Excel, Word, PDF, HTML and XML formats)
 - Polaris ILS PowerPAC supports Internet Explorer, Netscape Navigator, Mozilla Firefox, Opera, Safari, Chrome
 - Multiple database searching
 - Patron Authentication
 - My Account Options: Self-registration, search agent alerts, pre-notification of overdue, reading history, formatted title lists (MLA, Chicago Manual of Style, etc.)
 - Customizable Dashboards (automated links to bestsellers, subject areas, etc.)
 - Serials and Acquisitions
 - Polaris® Simply Reports
 - Room Booking & Scheduling (Evanced – Spaces)
 - LEAP web application for staff access to the ILS
 - URL Detective x 1
 - Export Express
 - Community Profiles inc. FeatureIt
 - Titles-to-Go: Ingram, Baker & Taylor, Brodart, Midwest Tape
 - Children's interface to PAC
 - Spanish language interface to PAC
 - User Guides & Administrative Guides are available on the virtual private cloud server(s)
 - LEAP platform
- Polaris Services**
- Authority Control, RDA, FRBR, Lexile Accelerated Reader Processing
 - Implementation Training:
 - On-site training conducted by Polaris staff:
 - Circulation: One two-day class for up to two MetrOPAC Library staff
 - Cataloging: One two-day class for up to two MetrOPAC Library staff
-

EXHIBIT B (con't)
Standard System

- Cataloging "Lite" (Item Maintenance): One one-day class for up to two staff
- PowerPAC: One three-hour class for up to two MetrOPAC Library staff
- Acquisitions: One two-day class for up to two MetrOPAC library staff if Library is currently using Horizon Acquisitions

Subscriptions and Integration with Third-Party Hardware, Software, and/or Services

- Integration with OverDrive
- Integration with Baker and Taylor Axis 360
- Integration with Boopsie
- ZMARC Cataloging Record Subscription-Authority
- ZMARC Cataloging Record Subscription-Bibliographic
- Polaris Social/Chilifresh Connections:
 - o Friending/Following
 - o Messaging
 - o Reader's advisory tools
 - o Book Cover Art
 - o iOS/Android library catalog app
 - o Facebook catalog integration
 - o Digital personalized bookshelves
 - o One on one chat, Group chat
 - o Book clubs, Literary communities, Forums
- Federated Searching (EDS when available. Any custom connectors that are required will be quoted at additional cost TBD)
- Enhanced Data Content for PAC-Syndetic Subscription
 - o Table of Contents
 - o Fiction and Biography Profiles
 - o Find Similar Titles
 - o Summaries
 - o Cover Images
 - o Author Notes
 - o PW Reviews (includes Criticas Review)
 - o LJReviews
 - o SLJ Reviews
 - o Video and Music
- EDI for Acquisitions setup/training-Level D for authorized vendors
- Integration with NoveList. NoveList Select and NoveList Plus subscriptions must be purchased separately by MetrOPAC consortium prior to implementation

EXHIBIT B (con't)
Standard System

Polaris Interfaces and/or Integration Included in System Buy-in Cost

MetrOPAC Library's existing third-party equipment, software, and services will be included in the system implementation. New or additional equipment, software, and services, as well as Fmi Worth implementation services, must be purchased separately after the Live Date.

- Self-Check interface to 3rd party self-check units
- Polaris® RFID Interface License
- Integration with EnvisionWare
- NCIP integration with OCLC Navigator. Navigator software must be licensed separately
- Collection Agency interface to Unique Management. Unique Management services must be purchased separately.

EXHIBIT C

PC Workstation Requirements and Remote Desktop Services

Operating Systems

- Windows 7 (32-bit or 64-bit) with current Service Pack (Professional, Ultimate or Enterprise Editions)
- Windows 8 (64-bit) with current Service Pack (Professional, Ultimate, or Enterprise Editions)

System Processor

- 1 GHz or better

System Memory

- Windows 7 (32-bit or 64-bit): Recommended: 2GB- Minimum Required: 1GB
- Windows 8 (64-bit): Recommended: 2GB- Minimum Required: 1GB

Hard Disk Requirements

- Minimum: 10GB

Video Requirements

- SVGA Graphics Controller/4MB Video Memory or better

Other

- 100 Mbps NIC Card

Monitor

17" - as a standard Windows application, the Polaris ILS will run in whatever screen resolution the Windows PC is configured for. The optimal resolution is 1024 x 768.

Remote Desktop Services (Terminal Services)

Remote Desktop Services works by allowing individual applications to run on a server, rather than on the user's workstation. Remote Desktop Services simply sends screen images to the user's machine, and the user's machine in turn sends keystrokes and mouse movements back to the server. By doing this, Remote Desktop Services allows clients to run applications that they might otherwise not have the hardware or bandwidth to support. The Remote Desktop Protocol (RDP) has been designed and optimized to give users a good application experience over low-bandwidth connections. Because only keyboard, mouse and screen drawing information is sent over the network, a quality user experience can be attained under very low-bandwidth conditions. The client access device can either be a full rich Windows personal computer, or a thin client.

Requirements:

- Remote Desktop Connection (RDC) client version 6.1 or higher (RDP protocol/version 7 or higher)
- Reliable network connectivity with adequate bandwidth (estimated 20Kbps 0 30Kbps per concurrent RDC user) and low end-to-end network latency between the workstation and Windows Terminal Server

AMENDMENT NO. 1 AND RENEWAL NO. 1
TO
INTERLOCAL AGREEMENT
FOR LIBRARY SERVICES
CITY OF FORT WORTH CONTRACT 47272

This Renewal and Amendment (the "Amendment") is made and entered into by and between the **City of Fort Worth** (hereafter "City"), a home rule municipality, with its principal place of business at 200 Texas Street, Fort Worth, Texas, and the **City of Richland Hills** ("MetrOPAC Library"). City and MetrOPAC Library shall be referred to individually as a Party and collectively as the Parties.

WHEREAS, the parties have previously entered into City of Fort Worth City Secretary Contract No. 47272 (the "Agreement"); and

WHEREAS, City operates an Integrated Library System ("ILS") that uses advanced technology specifically designed by an ILS vendor for the efficient circulation: cataloging: acquisition: and processing of library materials, maintenance of customer accounts, and access to online databases and other electronic materials; and

WHEREAS, the ILS is adaptable to provide similar services to other libraries in the vicinity of the City: and

WHEREAS, the cities of Fort Worth, Benbrook, Burleson, Haltom City, Keller, Richland Hills, and Watauga joined to create the MetrOPAC Library Consortium to receive automated library system services from the City, provide reciprocal borrowing services for their residents, and negotiate cooperative library material purchasing and licensing agreements: and

WHEREAS, the original term of the Agreement expires on **November 30, 2020**; and

WHEREAS, the parties now wish to amend and renew the term of the Agreement for continued services pursuant to the original Agreement until **September 30, 2021**.

NOW, THEREFORE, City and MetrOPAC Library acting herein by their duly authorized representatives, enter into the following agreement to amend and renew the contract:

1.

AMENDMENT TO AGREEMENT

The following terms are hereby amended to replace the referenced terms in the Agreement and shall be binding and enforceable as if they were originally included therein.

3 **TERM.**

This Agreement shall begin on **November 30, 2015** ("Effective Date") and shall expire on **September 30, 2020** ("Expiration Date"), unless terminated earlier in accordance with this Agreement ("Initial Term"). Following the Initial Term, this Agreement may be renewed annually at the City's discretion ("Renewal Term") for additional one-year renewal options to run from October 1st to September 30th. The City will provide MetrOPAC Library with a renewal notice indicating its intent

to renew at least thirty (30) days prior to the end of each term. The City will provide MetrOPAC Library with written notice of its intention not to renew at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. Failure to provide notice of non-renewal shall not bind the City to an additional Renewal Term.

2.

RENEWAL OF AGREEMENT

The Agreement, as amended, is hereby renewed for an additional one-year term and will expire **September 30, 2021**, unless terminated earlier in accordance with the Agreement.

3.

ALL OTHER TERMS SHALL REMAIN THE SAME

All other provisions of the Agreement which are not expressly amended herein shall remain in full force and effect.

4.

ELECTRONIC SIGNATURE

This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature, shall be treated as and shall have the same effect as an original.

(signature page follows)

ACCEPTED AND AGREED:

CITY OF FORT WORTH:

By: _____ Dana Burghdoff Assistant City Manager Date: _____ APPROVAL RECOMMENDED: By: _____ Manya Shorr Library Director ATTEST: By: _____ Mary J. Kayser City Secretary	CONTRACT COMPLIANCE MANAGER: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements. By: _____ Timothy Shidal Administrative Services Manager APPROVED AS TO FORM AND LEGALITY: By: _____ Jo Ann Pate Assistant City Attorney Ordinance No. 24161-04-2020 CONTRACT AUTHORIZATION: M&C: 1295:
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METROPAC LIBRARY:

By: _____ Name: Candice Edmondson Title: City manager Date: 8-12-2020 ATTEST: By: _____ Name: Cathy Baer Title: City Secretary	APPROVED AS TO FORM AND LEGALITY: (IF REQUIRED): By: _____ Name: _____ Title: _____
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