

AGENDA
BENBROOK CITY COUNCIL
THURSDAY, JUNE 2, 2022
911 WINSOTT ROAD, BENBROOK, TEXAS
PRE-COUNCIL WORKSESSION 7:15 P.M.
Review and discuss agenda items for regular meeting.
REGULAR MEETING 7:30 P.M.
COUNCIL CHAMBERS
ALL AGENDA ITEMS ARE SUBJECT TO FINAL ACTION

I. CALL TO ORDER

II. INVOCATION

Invocation To Be Given By Pastor Lynn Bullock With The Church In Benbrook

PLEDGE OF ALLEGIANCE

III. CITIZEN COMMENTS ON ANY AGENDA ITEM (Citizen Comments Are Limited To 3 Minutes)

IV. MINUTES

1. Approve Minutes Of The Regular Meeting Held May 19, 2022

Documents:

[CC MINUTES-05-19-22.PDF](#)

V. REPORTS FROM CITY MANAGER

A. GENERAL

G-2560 Approve Resolution To Suspend Oncor Rate Filing

Documents:

[G-2560 SUSPEND ONCOR RATE FILING.PDF](#)
[G-2560 RESOLUTION 2022 ONCOR RC SUSPENSION.PDF](#)

G-2561 Approve Mutual Aid Agreement With Benbrook Water Authority For Emergency Response Services

Documents:

[G-2561 MUTUAL AID EMERGENCY RESPONSE BWA.PDF](#)
[G-2561 AGREEMENT MUTUAL AID BWA.PDF](#)
[G-2561 EXHIBIT A.PDF](#)
[G-2561 EXHIBIT B.PDF](#)

G-2562 Approve Amendment #1 With Tarrant County Emergency Services District #1 For Reimbursement Toward The Replacement Of Two Ambulances, All Associated Equipment, And Firefighting PPE And SCBA Bottles

Documents:

[G-2562 TARRANT COUNTY AMENDMENT .PDF](#)
[G-2562 AGREEMENT APRA AMENDMENT .PDF](#)

VI. INFORMAL CITIZEN COMMENTS

State Law prohibits any deliberation of or decisions regarding items presented in informal citizen comments. City Council may only make a statement of specific information given in response to the inquiry; recite an existing policy; or request staff place the item on an agenda for a subsequent meeting. The exception to informal comments is that once an election date has been set by City Council comments relative to elections will not be broadcast on the City's cable channel. However, a copy of the tape containing citizens' comments will be available at city hall for review or purchase by interested citizens.

(Citizen comments are limited to 3 minutes)

VII. COUNCIL MEMBER AND STAFF COMMENTS

Pursuant to the Texas Government Code, Chapter 551, Open Meetings, Section 551.0415, announcements from City Councilmembers and City Staff are limited to expressions of thanks; congratulations; condolences; recognition of public officials, employees or citizens; information regarding holiday schedules; reminders of community events or announcements involving an imminent threat to the public health and safety of the municipality that has arisen after the posting of the agenda. No discussion or formal action may be taken on these items at this meeting.

VIII. ADJOURNMENT



**MINUTES
OF THE
MEETING OF THE
BENBROOK CITY COUNCIL
THURSDAY, MAY 19, 2022**

The regular meeting of the Benbrook City Council was held on May 19, 2022, at 7:30 p.m. in the Council Chambers with the following Council members present:

Jason Ward, Mayor
Renee Franklin
Larry Marshall
Dustin Phillips
Gary Addison
Laura Mackey

Also Present:

Andy Wayman, City Manager
Beth Fischer, Deputy City Secretary
Jared DeVries, Management Analyst
Rick Overgaard, Finance Director

Others:

Phyllis Harkins
Josh Harville
Bill Smith
Anne Mattern
Donna Addison
One other citizen

I. CALL TO ORDER

Meeting called to order at 7:30 p. m. by Mayor Ward.

II. INVOCATION/PLEDGE OF ALEGIANCE

Invocation was given by Councilmember Mackey.
The Pledge of Allegiance was recited.

III. CITIZEN COMMENTS ON ANY AGENDA ITEM

No comments.

IV. MINUTES

1. Approve minutes of the regular meeting held May 5, 2022

Motion by Dr. Marshall, seconded by Ms. Franklin to approve the minutes of the regular meeting held May 5, 2022.

Vote on the Motion:

Ayes: Ms. Franklin, Dr. Marshall, Mr. Phillips, Mayor Ward, Mr. Addison. Ms. Mackey

Noes: None

Motion carries unanimously.

V. CITIZEN PRESENTATION

1. Anne Mattern – Semi-Truck parking in residential areas

Anne Mattern addressed the City Council regarding residential semi-truck parking concerns.

I. REPORTS FROM CITY MANAGER

A. GENERAL

G-2559 Accept Finance Report for period ending April 30, 2022

Rick Overgaard gave the following report: General Fund revenues for the month of April were \$865,653. Major revenues collected for the month include Property taxes of \$121,383, Franchise taxes of \$131,650, Permits of \$61,990, Fines and Forfeitures of \$31,366, Other Agency of \$33,500, and Charges for Services of \$125,859. Sales tax collected and recognized as revenue in April was \$352,480. Fiscal year to date sales tax is \$2,123,218, an increase of 8.16% over last year at this time. General Fund revenues collected through the end of April were \$18,354,726 and 86.0% of the budget.

General Fund expenditures for the month of April were \$1,660,120. Fiscal year to date expenditures were \$9,935,839 and 46.5% of the adopted budget.

Total General Fund revenues of \$18,354,726 were more than total General Fund expenditures of \$9,935,839 by \$8,418,887.

Debt Service revenues for the month of April totaled \$7,663 and were all from property tax. There were no expenditures in April. The next debt service payments are due August 1st.

Economic Development Corporation revenues through April were \$1,110,489. EDC expenditures through the end of April were \$428,698. Total revenues exceeded total expenditures by \$681,791.

Capital Projects total revenues received through April were \$1,088,249 from stormwater utility fees, mineral lease revenue, TIF income, and interest earnings. Total expenditures for the Capital Projects Fund were \$1,594,420 through the end of April. Total expenditures exceeded total revenues by \$506,171. Sufficient funds are available in the current fund balances of the Capital Projects Fund. This fund operates on a project basis rather than a specific fiscal year.

Motion by Mr. Addison, seconded by Mr. Phillips to approve the finance report for period ending April 30, 2022.

Vote on the Motion:

Ayes: Ms. Franklin, Dr. Marshall, Mr. Phillips, Mayor Ward, Mr. Addison. Ms. Mackey

Noes: None

Motion carried unanimously.

VII. INFORMAL CITIZEN COMMENTS

VIII. COUNCIL MEMBER AND STAFF COMMENTS

Councilmember Franklin recognized recent Eagle Scout projects in Benbrook with benches at the Benbrook soccer field and a mural at Benbrook Elementary. Ms. Franklin gave thanks to the business community and citizens who came to the Business Expo, the evening at the library event and the parks and recreation open house. Ms. Franklin announced the Touch a Truck event on May 23, 2022, from 5:30 p.m. to 7:30 p.m. and a Memorial Day tribute hosted by the American Legion and VFW in the Benbrook Cemetery to be held at 8 a.m. with breakfast to follow at the VFW of Benbrook.

IX. ADJOURNMENT

Meeting adjourned at 7:53 p.m.

APPROVED:

Jason Ward, Mayor

ATTEST:

Joanna King, City Secretary



City of Benbrook

CITY COUNCIL COMMUNICATION

DATE: 06/02/22	REFERENCE NUMBER: G-2560	SUBJECT: Adopt Resolution Suspending Oncor Rate Filing	PAGE: 1 of 2
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Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about May 13, 2022 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$251 million or approximately 4.5% over present revenues. The Company asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates. If approved, a residential customer using 1,300 kWh per month would see a bill increase of about \$6.02 per month.

The resolution suspends the June 17, 2022 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

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

DISCUSSION

The City of Benbrook is a member of a 169-city coalition known as the Steering Committee of Cities Served by Oncor ("Steering Committee"). The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by the former TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 30 years.

Although Oncor has increased rates many times over the past few years, this is the first comprehensive base rate case for the Company since March 2017.

EXPLANATION OF "BE IT RESOLVED" PARAGRAPHS

Section 1. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as "the maximum period allowed by law" rather than ending by a specific date. This is because the Company controls the effective date and can extend the deadline for

SUBMITTED BY:	DISPOSITION BY COUNCIL: Y APPROVED Y OTHER (DESCRIBE)	PROCESSED BY: CITY SECRETARY
CITY MANAGER		DATE:

DATE: 06/02/22	REFERENCE NUMBER: G-2560	SUBJECT: Adopt Resolution Suspending Oncor Rate Filing	PAGE: 2 of 2
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final city action to increase the time that the City retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not otherwise extended by the Company, the City must take final action on Oncor's request to raise rates by June 17, 2022.

Section 2. This provision authorizes the Steering Committee, consistent with the City's resolution approving membership in the Steering Committee, to act on behalf of the City at the local level in settlement discussions, in preparation of a rate ordinance, on appeal of the rate ordinance to the PUC, and on appeal to the Courts. Negotiating clout and efficiency are enhanced by the City cooperating with the Steering Committee in a common review and common purpose. Additionally, rate case expenses are minimized when the Steering Committee hires one set of attorneys and experts who work under the guidance and control of the Executive Committee of the Steering Committee.

Section 3. The Company will reimburse the Steering Committee for its reasonable rate case expenses. Legal counsel and consultants approved by the Executive Committee of the Steering Committee will submit monthly invoices that will be forwarded to Oncor for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 5. This section provides that both Oncor and Steering Committee counsel will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

RECOMMENDATION

Staff recommends that the City Council adopt the resolution to suspend the Oncor rate filing.

RESOLUTION NO. 2022-03

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED this the 2nd day of June, 2022.

Jason Ward
Mayor of Benbrook

ATTEST:

Joanna King
City Secretary



City of Benbrook

CITY COUNCIL COMMUNICATION

06/02/2022	REFERENCE NUMBER: G-2561	SUBJECT: Benbrook Water Authority (BWA) Emergency Response Agreement	PAGE: 1 of 1
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As authorized by Chapter 791, Texas Government Code (Interlocal Cooperation Act) and Chapter 418, Texas Government Code (Texas Disaster Act of 1975), the proposed mutual aid agreement between Benbrook Water Authority and the City of Benbrook will enable the parties to leverage the emergency response capabilities of both participating entities. The agreement may be activated in the event of: (1) a declaration of a local, state of disaster; (2) the finding of a state of civil emergency; or (3) a request by the governing body of a party in anticipation of a local, state of disaster.

The term of the agreement is open-ended and will remain in effect on both parties until such time as one of the parties terminates its participation in the agreement. Parties may terminate the agreement by providing a 90-day written notice of termination.

There is no cost to participate. All costs associated with the provision of mutual aid are borne by each party without guarantee or promise of reimbursement. Each entity is responsible for all matters of loss, property damage, personal injury, or death related to its services.

RECOMMENDATION

Staff recommends that City Council approve the mutual aid agreement for emergency response services with Benbrook Water Authority.

SUBMITTED BY:	DISPOSITION BY COUNCIL: <input type="checkbox"/> APPROVED <input type="checkbox"/> OTHER (DESCRIBE)	PROCESSED BY:
CITY MANAGER		CITY SECRETARY
		DATE:

**Interlocal Mutual Aid Agreement
Between the City of Benbrook and
Benbrook Water Authority**

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This Mutual Aid Agreement (“Agreement”) is entered into by and between the City of Benbrook, Texas, a Texas Home Rule City acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code, (hereinafter referred to as the “City”) and Benbrook Water Authority, a Water Conservation and Reclamation District created under the laws of the State of Texas for the purpose of supplying water and sewer service under Chapters 49 and 51 of the Texas Water Code, (hereinafter referred to as “BWA”), and (referred to individually as “Party” and collectively as “Parties”):

RECITALS

The Parties recognize the vulnerability of the people and the community to damage, injury, and loss of life and property resulting from disasters and/or civil emergencies and recognize that disasters and/or civil emergencies may present equipment and personnel requirements beyond the capacity of each Party.

The governing officials of the Parties desire to secure for each Party the benefits of mutual aid and protection of life and property in the event of a disaster and/or civil emergency.

The Parties wish to make suitable arrangements for furnishing mutual aid in coping with disasters and/or civil emergencies and are so authorized and make this Agreement pursuant to Chapter 791, Texas Government Code (Interlocal Cooperation Act) and Chapter 418, Texas Government Code (Texas Disaster Act of 1975).

The Parties recognize that a formal agreement for mutual aid would allow for better coordination of effort, would provide that adequate equipment and personnel is available, and would help ensure that mutual aid is accomplished in the minimum time possible, and thus desire to enter into an agreement to provide mutual aid.

NOW, THEREFORE, the Parties agree as follows:

**I.
TERMS**

1. Recitals and Exhibits. The recitals set forth above are true and correct. Exhibits “A and “B” attached to this Agreement are incorporated for all purposes.

2. DEFINITIONS. For purposes of this Agreement, the terms listed below will have the following meanings:

- (a) "Civil emergency" means an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of the City of Benbrook that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.
 - (b) "Disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, energy emergency (as that term is defined in Chapter 418 of the Texas Government Code), acts of terrorism, and other public calamity requiring emergency action.
 - (c) "Local government" means a county, municipality, special district, or any corporate/political entity organized under state law, of Texas or a state that borders Texas.
 - (d) "Mutual aid" includes, but is not limited to, provision of resources such as equipment, supplies, and personnel.
 - (e) "Political subdivision" means incorporated city or conservation or reclamation district.
3. Party's Emergency Management Plan. Each Party shall prepare and keep current an emergency management plan for its jurisdiction to provide for emergency/disaster mitigation, preparedness, response and recovery, in accordance with Chapter 418 of the Texas Government Code. The emergency management plan shall incorporate the use of available resources, including personnel, equipment and supplies, necessary to provide mutual aid.
4. Emergency Management Director. The Mayor of the City of Benbrook shall serve as the Emergency Management Director for the City of Benbrook and the President for BWA will serve as the Emergency Management Director for BWA. Each Emergency Management Director shall take all steps necessary for the implementation of this Agreement. Either Emergency Management Director may designate an Emergency Management Coordinator who shall serve as an assistant to the presiding officer of the political subdivision for emergency management purposes.

5. Activation of Agreement. This Agreement shall be activated in the event of:
 - (a) a declaration of a local state of disaster by a Party pursuant to Chapter 418 of the Texas Government Code; (b) the finding of a state of civil emergency by the presiding officer of the governing body of a Party; or (c) a request by the governing body of a Party made in anticipation of a local state of disaster. The activation of the Agreement shall continue whether or not the local disaster declaration or state of civil emergency is still active, until the services of the Party rendering aid are no longer required or when the officer in charge of the forces of the Party rendering determines, in its sole discretion, that further assistance should not be provided.

6. Request for Mutual Aid.
 - (A) Local Disaster. In anticipation or the event of a local disaster declaration, the Emergency Management Director or the designated Emergency Management Coordinator of a Party seeking mutual aid from the other Party shall request such aid from the counterpart for the other Party. Such requests may be made orally or in writing, but shall be placed in a written document, using forms such as an ICS Forms 211, 213, or 308, approved by the Emergency Management Director or Coordinator within 15 days of the request.

 - (B) Civil Emergency. If the presiding officer of the governing body of a Party is of the opinion that a state of civil emergency exists or is imminent that requires assistance from the other Party, the presiding officer of the Party requesting mutual aid shall make the request directly to the Party from which assistance is sought. Before the emergency assistance is provided, the governing body of the Party whose assistance has been requested shall authorize such assistance by resolution or other official action, in accordance with Chapter 791 of the Texas Government Code. In the event of a widespread civil emergency affecting either Party's ability to perform governmental functions, the county judge of Tarrant County, in which the Parties are located, shall have the authority to coordinate the call-up and assignment of resources to the affected area, pursuant to Section 8 of this Agreement.

 - (C) Scope of Aid. The Party rendering aid may provide services to include, but not limited to those listed in Exhibit "A".

7. Conditions. Any furnishing of resources under this Agreement is subject to the following conditions:
 - (a) A request for aid shall specify the amount and type of resources being requested, the location to which the resources are to be dispatched, and the specific time by which such resources are needed;

- (b) The Party rendering aid shall take such action as is necessary to provide and make available the resources requested, provided however, that the Party rendering aid, in its sole discretion, shall determine what resources are available to furnish the requested aid; and
 - (c) The Party rendering aid shall report to the Party requesting aid's designated officer in charge of the requesting Party's forces at the location to which the resources are dispatched.
- 8. Coordinating Mutual Aid. The Parties shall maintain a current listing of all personnel to be contacted within each party's organization, appropriate telephone and e-mail addresses, and other information that would be needed in order to contact each Party in the event of a disaster or civil emergency. The Parties shall also maintain current information on protocols for coordination of communications, medical response, and law enforcement activity. The Parties shall follow the provisions of Texas Government Code Section 418.1152 that are consistent with this Agreement.
- 9. Waiver of Claims against Parties; Immunity Retained. Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of the other Party. Neither Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.
- 10. Costs. All costs associated with the provision of mutual aid shall be borne by each Party without guarantee or promise of reimbursement.
- 11. State or Federal Reimbursement. The Parties acknowledge that the requesting Party may seek reimbursement of any costs incurred under this Agreement from any applicable state or federal agency and each Party agrees to cooperate fully with the other Party in taking all actions and executing all documents necessary to secure such reimbursement. Any reimbursement from state or federal agencies will be apportioned to each Party based on the percentage of funds expended during the event. It is the responsibility of each Party to maintain complete and accurate records of its expenses. In order to receive reimbursement, each Party must submit the forms and follow the procedures listed in Exhibit "B" to the Finance Director or equivalent of the Party receiving aid.
- 12. Equipment and Personnel. During the time mutual aid is being furnished, all equipment used by the Party rendering aid shall continue to be owned, leased, or rented by the Party rendering aid. At all times while equipment and personnel of a Party rendering aid are traveling to, from, or within the geographical limits of the requesting Party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be

employed or used, as the case may be, in the full line and cause of duty of the Party rendering aid. In addition, such personnel shall be deemed to be engaged in a governmental function of their entity. This Agreement does not and shall not be construed to entitle any Party to any benefit, privilege or other amenity of employment by the other Party.

13. Expending Funds. Each Party which performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.
14. Termination. It is agreed that either Party hereto shall have the right to terminate its participation in this Agreement upon ninety (90) days written notice to the other Party hereto.
15. Term. This Agreement shall become effective as to each Party when approved and executed by that Party. This Agreement shall continue in force and remain binding on both Parties until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 14 of this Agreement.
16. Entirety. This Agreement contains all commitments and agreements of the Parties with respect to the mutual aid to be rendered hereunder during or in connection with a disaster and/or civil emergency. No other oral or written commitments of the Parties with respect to mutual aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 17 below.
17. Ratification. Each Party hereby ratifies the actions of its personnel taken prior to the date of this Agreement.
18. Other Assistance. The existence of this Agreement shall not prevent a municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity from providing mutual aid assistance on request from another municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity, in accordance with the provisions in Section 418.109 of the Texas Government Code. Additionally, the existence of this Agreement shall not prevent either Party from providing emergency assistance to another local government in accordance with the provisions in Section 791.027 of the Texas Government Code.
19. Interlocal Cooperation Act. The Parties agree that mutual aid in the context contemplated herein is a "governmental function and service" and that the Parties are "local governments" as those terms are defined in Section 791 of the Texas Government Code.
20. Severability. If a provision contained in this Agreement is held invalid for any reason, Or If any current or future legal limitations or requirements from a federal or state governmental with jurisdiction over the Parties affect the validity or enforceability of a provision of this Agreement, then this Agreement shall be deemed amended to the

minimum extent necessary to bring this Agreement into conformity with the requirements or limitations, and so modified, this Agreement shall continue in full force and effect.

21. Assignment. No Party may assign, in whole nor in part, any interest it may have in this Agreement without the prior written consent of the other parties.
22. Sovereign Immunity. This Agreement may not be interpreted to waive the sovereign immunity of any Party to this Agreement to the extent such Party may have immunity under Texas law.
23. Amendment. This Agreement may be amended only by the mutual written consent of the Parties.
24. Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties.
25. Warranty. The Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.
26. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall lie exclusively in the County of the Party which rendered aid, or, if neither Party rendered aid, in Tarrant County.
27. Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

II. **NOTICE**

Any notice or other writing required by this Agreement, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

CITY OF BENBROOK:
City Manager
City of Benbrook
911 Winscott Rd
Benbrook, Texas 76126

BWA:
General Manager
Benbrook Water Authority
P.O. Box 26929
1121 Mercedes St.
Benbrook, Texas 76126

PASSED AND APPROVED by the City Council of the City of Benbrook on this ____ day of _____, 2022.

Jason Ward, Mayor

ATTEST:

Joanna King, City Secretary

APPROVED AS TO FORM AND LEGALITY

City Attorney

PASSED AND APPROVED by the Board of Directors of the Benbrook Water Authority on this ____ day of _____ 2022.

Karen Henderson, President

ATTEST:

Rick Whitehurst, Secretary

APPROVED AS TO FORM AND LEGALITY

Benbrook Water Authority Attorney

EXHIBIT "A"
SCOPE OF AID

1. **General Purpose:** This Agreement shall cover all services within the general governmental functions of local government that may be necessary for recovery from a disaster or emergency.
2. **Requests for Aid:** Individual requests for aid shall be made in accordance with Section 6 (A) of this Agreement.
3. **Request Form:** The Parties shall endeavor to send requests and responses through ICS Forms 211, 213, or 308 containing the signature of the Emergency Management Director or Coordinator. In the event the Parties do not initially correspond through ICS Forms and unless this Agreement directs otherwise, the Parties may request records of correspondence in an applicable ICS Form within 15 days of the related correspondence.

EXHIBIT "B"
REIMBURSEMENT FORMS AND PROCEDURES

1. **General Requirements:** The Party rendering aid shall provide the forms listed in this Exhibit to the Finance Director or equivalent of the Party requesting aid after aid has ceased and prior to receiving reimbursement.
2. **Request Documents:** The Party rendering aid shall submit a copy of this Agreement, purchase order, ICS Forms 211, 213, or 308 or any other document the Party rendering aid relied on to provide aid.
3. **Party's Standard Invoice:** The Party rendering aid shall submit a standard invoice detailing with reasonable specificity all pertinent dates, hours, rates, costs, descriptions, quantities, and measures.
4. **FEMA Documents:** The Party rendering aid shall submit all pertinent FEMA forms and worksheets. If the documents referenced in this Section become obsolete, the Party requesting aid will provide cites to current forms.
 - a. **Labor:** For labor costs, the Party rendering aid shall submit a completed FEMA Form 90-123 Force Account Labor Summary Record.
 - b. **Equipment:** For reimbursement for Equipment costs, the Party rendering aid shall submit a completed FEMA Form 90-127 Force Account Equipment Summary Record.
 - c. **Rented or Leased Equipment:** For reimbursement for equipment rented or leased by the Party rendering aid from another entity, the Party rendering aid shall submit a Force Account Rented/Leased Equipment Worksheet.
 - d. **Materials and Other Costs:** For reimbursement for materials and other costs not included on, the Party rendering aid shall submit a completed Force Account Activity Worksheet.



City of Benbrook

CITY COUNCIL COMMUNICATION

DATE: 06/02/22	REFERENCE NUMBER: G-2562	SUBJECT: Approve Amendment #1 with Tarrant County Emergency Services District #1 for reimbursement toward the replacement of two ambulances, all associated equipment, and Firefighting PPE and SCBA bottles	PAGE: 1 of 2
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On August 24, 2021, the Tarrant County Commissioner’s Court approved an Interlocal Agreement between the Tarrant County Emergency Services District (ESD) and Tarrant County (“COUNTY”) allocating initial program funding to the ESD through the American Rescue Plan Act (“ARPA”). Funds allotted to the ESD are designated for use to aid and support municipal and volunteer emergency services providers that serve Tarrant County’s unincorporated areas by meeting equipment replacement needs, personal protective equipment, and related expenses.

On December 16, 2021, City Council approved an Agreement (Ref # C-347) with Tarrant County for the purchase of an ambulance (replacing the City’s 2014 ambulance) and associated equipment. The Agreement was the first of four multi-year agreements programed with the ESD for the replacement of four ambulances in the Benbrook Fire Department’s fleet.

As funds for the program must be fully spent by December 2026, Tarrant County has initiated an Amendment to the Agreement to enable the City to move forward with Phase 2 and 3 of Tarrant County’s ARPA plan to account for long delays in the manufacturing and delivery of new ambulances. These phases include the purchase of two additional new ambulances (replacing the City’s 2015 and 2017 model year ambulances). As before, this will also include a cardiac monitor, Lucas compression device, patient stretcher, and all necessary supplies and equipment fitted in every ambulance. This amendment also includes the purchase of firefighting personal protective equipment (PPE) and Self-Contained Breathing Apparatus bottles.

- Phase 2 is for the PPE and SCBA bottles not to exceed \$30,000.
- Phase 3 is for the 2 new ambulances not to exceed \$580,000 per ambulance. Anticipated delivery of the new ambulances is 18 months and will be included in the FY2022-23 Budget and CIP.

All decommissioned ambulances will be transferred from the Fire Department to the Parks and Public Works Departments for continued use. The ambulance box will be removed and the chassis

SUBMITTED BY:	DISPOSITION BY COUNCIL: <input type="checkbox"/> APPROVED <input type="checkbox"/> OTHER (DESCRIBE)	PROCESSED BY: CITY SECRETARY
CITY MANAGER		DATE:

DATE: 06/02/22	REFERENCE NUMBER: G-2562	SUBJECT: Approve Amendment #1 with Tarrant County Emergency Services District #1 for reimbursement toward the replacement of two ambulances, all associated equipment, and Firefighting PPE and SCBA bottles	PAGE: 2 of 2
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retrofitted to accommodate a hydraulically operated flat-bed. This process allows the City to save considerable money by eliminated the purchase of new vehicles for the Parks and Public Works Departments.

RECOMMENDATION

Staff recommends that City Council approve Amendment 1 with Tarrant County Emergency Services District #1 for reimbursement of up to \$1,190,000 toward the replacement of two ambulances, all associated equipment, and firefighting PPE and SCBA bottles.

THE STATE OF TEXAS §
§
§
§
§
COUNTY OF TARRANT §

**AMENDMENT NO. 1 TO THE AGREEMENT
BETWEEN THE TARRANT COUNTY
EMERGENCY SERVICES DISTRICT NO. 1
AND THE CITY OF BENBROOK
FOR AMERICAN RESCUE PLAN ACT
STATE AND LOCAL RECOVERY FUNDS**

The TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE (the “ESD”), and the **City of Benbrook** (the “City”) enter into the following **Amendment 1** to its Agreement for American Rescue Plan Act State and Local Recovery Funds (ARPA).

Section 1

The following paragraph shall replace “Section 4: Authorized Use of Funds” of the original Agreement. All other provisions of the agreement remain in force and effect.

“Section 4: Authorized Use of Funds

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

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

Section 2

The following paragraph shall be in addition and not in replacement of any paragraph or provision of the agreement. All other provisions of the agreement remain in force and effect.

“The attached “Appendix A (Amended)” shall replace the original “Appendix A” referenced in the Agreement and any “Appendix A (Amended)” that may have been approved subsequent to the original “Appendix A”. Unless noted otherwise, the attached “Appendix A (Amended)” may balance funds between categories, increase the overall ARPA funding amount, and/or increase or decrease authorized use items to be purchased.”

WITNESS the signatures of the respective parties hereto this the _____ day of _____, 2022.

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. 1

CITY OF BENBROOK, TEXAS

President

Authorized Official

ATTEST:

ATTEST:

Secretary/Treasurer

Secretary

**APPENDIX A (Amended)
(Amendment No. 1)**

AUTHORIZED USE OF FUNDS

Authorized Uses

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

Authorized Use of Funds Schedule

Phase	Item(s)*	Amount**	Status
1	Ambulance (M53)	\$550,000.00	Open
2	First responder PPE and SCBA's	\$30,000.00	Open
3	Ambulance (M253)	\$580,000.00	Open
3	Ambulance (M353)	\$580,000.00	Open

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

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

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