NOTICE IS HEREBY GIVEN in accordance with order of the Office of the Governor issued March 16, 2020, the City Council of the City of Benbrook will conduct its Regular Meeting scheduled for **7:30 p.m.** on **Thursday October 15, 2020**, in the City Council Chambers, 911 Winscott Road, Benbrook, Texas by telephone conference in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Coronavirus (COVID-19). While this meeting is open to the public, social distancing will be enforced.

For this meeting, the presiding officer will be physically present at the location described above. However, one or all other members of the City Council may participate in this meeting remotely through telephone conference providing for two-way audio communication for each member of the City Council.

This Notice and Meeting Agenda, and the Agenda Packet, are posted online at http://www.benbrook-tx.gov/AgendaCenter.

The public toll-free dial-in number to participate in the telephonic meeting is: 1-866-894-9011 or local number 817-443-6248.

The public will be permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting. This meeting will be recorded, and the recording will be available to the public in accordance with the Open Meetings Act upon written request.

AGENDA
BENBROOK CITY COUNCIL
THURSDAY, OCTOBER 15, 2020
911 WINSCOTT 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

PLEDGE OF ALLEGIANCE

II. CITIZEN COMMENTS ON ANY AGENDA ITEM

III. MINUTES

1. Approve Minutes Of The Regular Meeting Held October 1, 2020

Documents:

CC MINUTES-10-01-20.PDF

IV. PRESENTATION BY MAYOR AND MEMBERS OF COUNCIL

CC 2020-10 Make Appointment To Place 5 Of The Benbrook City Council

V. REPORTS FROM CITY MANAGER

A. CONTRACT

C-336 Approve Contract With Tarrant County Fire District #1 For Fire And EMS For Fiscal Year 2020-2021

Documents:

C-336 TARRANT COUNTY FIRE CONTRACT 2020-2021.PDF
C-336 CONTRACT TARRANT COUNTY FIRE FY 2020-2021.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

VII. COUNCIL MEMBER AND STAFF COMMENTS

Announcements from City Councilmembers and City Staff may be made for items to include: expression of thanks; congratulations; condolence; 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 posing 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, OCTOBER 1, 2020

The regular meeting of the Benbrook City Council was held on October 1, 2020 at 7:30 p.m. in the Council Chambers with the following Council members present:

Jerry Dittrich, Mayor
Renee Franklin-via Telephone Conference
Larry Marshall- via Telephone Conference
Dustin Phillips-via Telephone Conference
Jim Wilson-via Telephone Conference
Laura Mackey-via Telephone Conference
Jason Ward-via Telephone Conference

Also Present: Andy Wayman, City Manager
Jim Hinderaker, Assistant City Manager
Joanna King, City Secretary
Beth Fischer, Deputy City Secretary
Rick Overgaard, Finance Director
Phyllis Wolfe, IT Director

Others: Casey Stevenson, Peloton Land Solutions, Inc.

I. CALL TO ORDER

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

II. CITIZEN COMMENTS ON ANY AGENDA ITEM

Mayor Dittrich paused the meeting for any citizen comments on any agenda item via telephone conference. There were no calls.

III. MINUTES

1. Minutes of the regular meeting held September 17, 2020

Motion by Dr. Marshall, seconded by Ms. Franklin to approve the minutes of the regular meeting held September 17, 2020.

Vote on the Motion by Roll Call:

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

Noes: None

Motion carried unanimously.

IV. PRESENTATION BY MAYOR AND CITY COUNCIL MEMBERS

CC-2020-08 Adopt Resolution amending Early Voting dates and Election Day Polling Places for the November 3, 2020 General Election

Joanna King gave the following report: The Resolution tonight is an amendment to Resolution No. 2020-07 adopted in July calling the General Election for November 3, 2020.

The adopted resolution established the early voting dates and hours, the deadline to return mail ballots in person and listed local election day polling places.

In a response to Covid-19 and in an effort to maintain appropriate social distancing standards, Governor Greg Abbott has since issued a proclamation suspending certain section of the Texas Election Code thus allowing increased in-person voting opportunities.

Governor Abbott's proclamation expanded the early voting period to begin October 13, 2020 allowing an addition 4-day period. The proclamation also allows a voter to hand deliver their marked mail ballot to the early voting clerk's office on or before election day.

Tarrant County will provide a drive-thru for in-person ballot delivery at its main office at 2700 Premier Street in Fort Worth. Voters may only deliver their own ballot to the location. The drive-thru will be open during the same days and hours of Early Voting.

Due to COVID-19, some local polling places are no longer available to Tarrant County on Election Day. Tarrant County has notified Benbrook that there will only be three local polling places available: Benbrook Community Center on San Angelo Ave., Benbrook Community Center/YMCA on Winscott Road and Trinity Chapel on Southwest Blvd.

As a reminder, Tarrant County has been designated as a Vote Center. As with Early Voting, any registered voter in Tarrant County is allowed to vote at any Vote Center within the county. Benbrook voters are no longer limited to their own precinct and can vote at any location on Election Day.

Motion by Ms. Mackey, seconded by Mr. Phillips to adopt Resolution 2020-10 amending early voting dates and times and Election Day polling places for the November 3, 2020 General and Joint Election.

Vote on the Motion by Roll Call:

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

Noes: None

Motion carried unanimously.

Resolution 2020-10 being: "**A RESOLUTION EXTENDING THE EARLY VOTING PERIOD FOR THE NOVEMBER 3, 2020 GENERAL ELECTION, EXPANDING THE IN-PERSON DELIVERY OF MAIL BALLOTS, AND CHANGING LOCAL ELECTION DAY POLLING PLACES."**

CC-2020-09 Accept resignation from Jim Wilson, Place 5, City Council

Councilmember Jim Wilson read the following:

Please accept this letter as my resignation from Place 5, Benbrook City Council effective 6 November 2020. I have accepted employment transfer to the Netherlands to assist our NATO ally with their aircraft. My wife and I are very excited about this new challenge and the opportunity for new life experiences; however, our excitement is tempered at having to depart a community where we have established deep roots and a certainty this is our long-term home.

I would like to thank each of my current and previous peers on this Council for the honor of serving the citizens of Benbrook during the past 11 years. Furthermore, I cannot overstate the professionalism and public servant philosophy of our City Staff, nor can I thank each enough for their assistance during my tenure on Council. Lastly, it is no surprise to me that I have met so many exceptional people in our city, it is these citizens that make our city special and I thank each for their inputs, suggestions, and sharing of time as I sought to represent each of them.

Benbrook will remain our home regardless of our residence at any particular moment. Our relocation to Europe is not permanent and we plan to return upon completion of this opportunity- this is our home like no other place has ever been.

I would like to provide one recommendation to my fellow peers- always strive for greater transparency, easier involvement, and new opportunities for our citizens. For myself that included yearly door-to-door visits. While this may not be a viable or comfortable option for everyone, I must convey the positive and constructive nature of these visits especially during my non-election years. Regardless of manner, always seek out opportunities to garner ideas (large and small) from our community, remembering City Council represents them.

It is with the upmost respect I thank each of you for your continued service to our community. I look forward to returning to our city and seeing firsthand many successes and improvements.

Jim Wilson
Place 5, Benbrook City Council

Motion by Ms. Mackey, seconded by Ms. Franklin to accept the resignation from Councilmember Jim Wilson, Place 5 effective November 6, 2020.

Vote on the Motion by Roll Call:

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

Noes: None

Motion carried unanimously.

V. PRESENTATION BY PLANNING AND ZONING COMMISSION

PZ-2020-05 Adopt an ordinance rezoning 8.82 acres of land situated in the Elizabeth Langston Survey, Abstract Number 988 and the Edward Taylor Survey, Abstract Number 1560, Tarrant County, Benbrook, Texas from "C" Multiple-Family District to "PD" Planned Development District, for a single-family residential development; and amending the area's Future Land Use Map (FLUM) designation, of the Comprehensive Plan, from Medium-Density Residential (MDR) to Low-Density Residential (LDR). The property is located on the north side of Jerry Dunn Parkway, approximately 1,400 feet west of Rolling Hills Drive. [PUBLIC HEARING]

Jim Hinderaker gave the following report: The applicant, CBR Reality LTD, Steve Hawkins President is seeking to develop a new single-family residential subdivision located partly in Fort Worth and partly in Benbrook.

The applicant proposes amending Benbrook's Comprehensive Plan Future Land Use Map (FLUM) from Medium-Density Residential (MDR) to Low-Density Residential (LDR) and downzoning the subject property from "C" multiple-family district to a planned development district reducing the gross maximum allowable density from 12.5 units per acre to 4.65 units per acre.

The request complies with the City's Comprehensive Plan Future Land Use Map and is of a similar density and minimum lot/house size standard of surrounding development.

Mayor Dittrich opened the public hearing at 7:50 p.m. and paused the meeting for any citizen comments. There were no comments.

Mayor Dittrich closed the public hearing at 7:52 p.m.

Motion by Mr. Wilson, seconded by Dr. Marshall to adopt Ordinance No. 1461 rezoning 8.82 acres of land situated in the Elizabeth Langston Survey, Abstract Number 988 and the Edward Taylor Survey, Abstract Number 1560, Tarrant County, Benbrook, Texas from "C" Multiple-Family District to "PD" Planned Development District, for a single-family residential development; and amending

the area's Future Land Use Map (FLUM) designation, of the Comprehensive Plan, from Medium-Density Residential (MDR) to Low-Density Residential (LDR).

Vote on the Motion by Roll Call:

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

Noes: None

Motion carried unanimously.

Ordinance No. 1461 being "**AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE BENBROOK COMPREHENSIVE PLAN CHANGING THE LAND USE DESIGNATION OF 8.82 ACRES OF LAND SITUATED IN THE ELIZABETH LANGSTON SURVEY, ABSTRACT NUMBER 988 AND THE EDWARD TAYLOR SURVEY, ABSTRACT NUMBER 1560, TARRANT COUNTY, BENBROOK, TEXAS FROM MEDIUM DENSITY RESIDENTIAL (MDR) TO LOW DENSITY RESIDENTIAL (LDR); AND FURTHER AMENDING TITLE 17 - ZONING OF THE BENBROOK MUNICIPAL CODE (1985), AS AMENDED, BY CHANGING THE ZONING CLASSIFICATION OF 8.82 ACRES OF LAND SITUATED IN THE ELIZABETH LANGSTON SURVEY, ABSTRACT NUMBER 988 AND THE EDWARD TAYLOR SURVEY, ABSTRACT NUMBER 1560, TARRANT COUNTY, BENBROOK, TEXAS, FROM "C" MULTIPLE-FAMILY DISTRICT TO "PD" PLANNED DEVELOPMENT DISTRICT FOR SINGE-FAMILY USES, AND AMENDING THE OFFICIAL ZONING AND FUTURE LAND USE MAPS TO REFLECT THE CHANGE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE."**

VI. REPORTS FROM CITY MANAGER

A. CONTRACT

C-333 Award contract for Employee Health Insurance

Rick Overgaard gave the following report: United Health Care (UHC) provides group health insurance coverage for full-time City employees and their eligible dependents through an Exclusive Provider Organization (EPO) plan. The City pays the employee premium for full-time employees. Optional coverage is available for eligible dependents. Employees are responsible for payment of dependent premiums; the City subsidizes a portion of the dependent premium.

The current monthly rates for the employee and employer combined are: $706.27 for an employee, an additional $847.53 for a spouse, an additional $600.33 for children, and an additional $1,553.81 for family coverage.

The current reimbursement rate for out-patient procedures and surgery is a maximum of $1,000 per occurrence. The reimbursement rate for hospitalization is a maximum of $2,000 per admission. Employees and covered dependents are eligible for the reimbursements. The City will reimburse the employee $200 of the $500 co-pay for first time Emergency Room treatments.

The City contributes up to $500 to the Section 125 plan account for full-time employees who do not have dependent health insurance coverage through the City of Benbrook.

In August 2020, UHC proposed a renewal rate increase of 6.7 percent. Thereafter, the City's Agent of Record negotiated with UHC to secure a lower rate. As a result of the negotiations with UHC, there is a decrease of 2% and no changes in services, benefits, co-payments, and deductibles.

The employee and employer combined costs will decrease 2%. Monthly rates for the employee and employer combined are: $692.22 for an employee, an additional $830.67 for a spouse, an additional $588.39 for children, and an additional $1,522.90 for family coverage.

The total City cost is estimated at $1,902,171; this amount is below the 2020-21 Budget allocation by $751,398. Upon advice from City's Agent of Record, the budgeted amount reflected a significant rate increase due to COVID-19. Fortunately, this significant increase did not materialize. In order to maintain the City's very strong financial position, expenditures are estimated liberally, and revenues are estimated conservatively. Health insurance rates may be a lagging indicator of the pandemic and Staff will closely monitor rate trends for the next budget cycle.

Motion by Mr. Wilson, seconded by Mr. Ward to approve a one-year contract, effective November 1, 2020, with United Health Care for provision of the City of Benbrook's group health insurance.

Vote on the Motion by Roll Call:

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

Noes: None

Motion carried unanimously.

C-334 Award contract for Employee Dental Insurance

Rick Overgaard gave the following report: The City contracts with United Health Care (UHC) to provide group dental insurance coverage for full-time City employees and their eligible dependents. Under the City's current fee structure, the City covers the entire premium cost for all participating full-time employees. The current rate is $32.02 per month per employee. Three dependent coverages are also available for employees with eligible dependents and currently cost an additional $36.66 for spouse coverage, $38.13 for children coverage and $72.87

for family coverage. Employees who choose one of these options are responsible for a portion of dependent premiums. The City subsidizes the balance of dependent premiums.

The City's group plan is also available to City retirees, Benbrook Library District (BLD) employees, and eligible dependents for these groups. The City pays no portion of these premiums.

In August 2020, UHC proposed no increase in the renewal rate with no changes in services, benefits, co-payments, and deductibles.

The total estimated annual cost to the City is $66,152 and is included in the FY 2020-21 Budget.

Motion by Dr. Marshall, seconded by Ms. Franklin to approve a one-year contract with United Health Care for provision of dental insurance to be effective November 1, 2020.

Vote on the Motion by Roll Call:

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

Noes: None

Motion carried unanimously.

C-335 Award contract for Bank Depository for City of Benbrook Accounts

Rick Overgaard gave the following report: The current bank depository contract was awarded in October 2014 and split between BBVA Bank and Pinnacle Bank. The contract was for five years and was extended one additional year.

On July 22, 2020, the City distributed requests for proposals for the City's depository contract to every qualified institution within Benbrook. Copies were emailed to: BBVA Bank, Chase Bank, Pinnacle Bank, and Wells Fargo Bank. The City also advertised for proposals in the July 22, 2020 edition of the Fort Worth Star Telegram, and on the City's website.

The deadline for the proposals was 2:00 PM, Wednesday, September 9, 2020 and the following five financial institutions provided proposals before the deadline: BBVA Bank, Pinnacle Bank, Wells Fargo Bank, UMB Bank, and Origin Bank.

The five proposals received were evaluated based on criteria in the RFP. All the banks could meet the service requirements of the City. The primary differences were cost of services and the earning rate on idle cash. The proposals were scored and are ranked below.

1. Pinnacle Bank 99 points
2. BBVA Bank 96 points

3.	Wells Fargo Bank	92 points
4.	Origin Bank	86 points
5.	UMB Bank	78 points

The top two scoring banks were Pinnacle and BBVA. Both banks provide the services required by the City. Although the City has been happy with both BBVA and Pinnacle Bank, Pinnacle Bank's net cost of services and earnings on idle cash scored much higher in the evaluation. Pinnacle Bank's current estimated annual net earnings are $33,718, which is significantly higher than any of the other banks. Therefore, Staff recommends awarding the bank depository contract to Pinnacle Bank.

Motion by Ms. Franklin, seconded by Mr. Ward to award the depository contract to Pinnacle Bank for a period not to exceed five years effective November 1, 2020.

Vote on the Motion by Roll Call:

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

Noes: None

Motion carried unanimously.

VII. INFORMAL CITIZEN COMMENTS

Mayor Dittrich paused the meeting for any informal citizen comments via telephone conference. There were no calls.

VIII. COUNCIL MEMBER AND STAFF COMMENTS

Councilmember Franklin reminded citizens of the Electronic Waste and Document Shredding event to be held in Dutch Branch Park on Saturday October 3, 2020.

Jim Hinderaker gave report on COVID-19.

IX. ADJOURNMENT

Meeting adjourned at 8:12 p.m. followed by a Worksession to discuss filling upcoming City Council vacancy.

APPROVED:

_____

Jerry B. Dittrich, Mayor

ATTEST:

_____

Joanna King, City Secretary

City of Benbrook

CITY COUNCIL COMMUNICATION

DATE:	REFERENCE NUMBER:	SUBJECT:	PAGE:
10/15/20	C-336	Approve contract with Tarrant County Fire District #1 for Fire and EMS for Fiscal Year 2020-2021	1 of 1

For a number of years, Tarrant County has engaged (via contract) the Benbrook Fire Department to provide fire and EMS services to portions of unincorporated Tarrant County (exhibit).

The City last renewed the annual fire and EMS services agreement with Tarrant County in October of 2019.

Contract continuation is beneficial to Benbrook for the following reasons:

- The 2020/21 rate of compensation ($127,000) compensates the City for services rendered.
- Provision of the County provided tanker and brush truck preclude the purchase of this apparatus by Benbrook citizens.
- The 2020/21 rate of compensation from points is estimated to be $260,000.
- The 2020/21 contract includes a grant from the district of $25,000 for the purchase and replacement of firefighting equipment.
- Additionally, we will be receiving $75,000 towards the ambulance replacement.
- The total cash reimbursement from Tarrant County to the City would be approximately $462,000.

As is standard for Tarrant County, they did not provide new contracts until after the new fiscal year. The term of the contract is for one year, from October 1, 2020 to September 30, 2021.

RECOMMENDATION

Staff recommends that City Council approve the proposed contract for fire and EMS services for the assigned area of Tarrant County Emergency Services District #1 for fiscal year 2020-2021.

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

THE STATE OF TEXAS	**§**	**City of Benbrook, Texas**
	§	**Fire Service**
	§	**Emergency Medical Services**
	§	**Equipment**
COUNTY OF TARRANT	**§**	**Grant**

The TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE, acting by and through its Board of Emergency Commissioners, hereafter referred to as DISTRICT, and the CITY OF BENBROOK, TEXAS, hereafter referred to as CITY, enter into the following Agreement:

Section 1: Authority and Services

CITY has a volunteer fire department recognized by the Insurance Commission of the State of Texas or a full-time professional fire department, and is, by an order or resolution of its governing body, authorized to enter into this Agreement with DISTRICT for the use of the personnel and equipment of CITY for the purpose of providing fire protection to real and personal property and emergency medical services (EMS) located outside the boundaries of CITY and within such distance as the CITY may be reasonably expected to render service in case of emergency service needs. Said service area(s) is highlighted on the attached Exhibit "A." The equipment and personnel of the CITY shall be under the control and supervision of CITY employees during a fire or emergency medical response pursuant to this Agreement. In accordance with Section 418.109(d) of the Texas Government Code or Section 791.027 of the Texas Government Code, it is also understood and agreed that the existence of this Agreement does not prevent the CITY from providing mutual aid assistance on request from another municipality, county, emergency services district, fire protection agency, organized volunteer group or other emergency service entity, and shall not be obligated to respond, when in the sole judgment of the CITY, such response would leave insufficient protection for the CITY.

Section 2: Fire Services Provided

CITY and DISTRICT hereby agree that for and in consideration of the monies to be paid by DISTRICT to CITY, the CITY will provide, through its fire department, fire protection services to the area described. These services include fire protection, fire rescue and first response for emergency medical services. In the event that the CITY resources are unavailable at the time of the request for services, the CITY will take reasonable efforts to make the resources available as soon as reasonably possible.

Section 3: Fire Service Compensation

DISTRICT agrees to pay to CITY the total sum of ONE HUNDRED TWENTY-SEVEN THOUSAND DOLLARS ($127,000.00) during this contract year by making equal quarterly payments during the months of January 2021, April 2021, July 2021 and October 2021 for fire protection services in the service area outlined in Exhibit "A."

Section 4: EMS Compensation

For EMS, if provided by CITY under this Agreement, the DISTRICT agrees to pay to CITY an amount based upon the CITY's proportionate per run share determined by dividing the sum of ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS ($1,700,000.00), the amount anticipated being available for such payments, by the total points per service run as established by the 1998-1999 Rules and Regulations adopted by DISTRICT, a copy of which is attached hereto and marked as Exhibit "B," for all EMS runs made in the areas served by the DISTRICT and multiplying that quotient by the total number of points accrued by CITY for that quarter of the service year. DISTRICT will make quarterly payments of the amount due the CITY during the months of February 2021, May 2021, August 2021 and November 2021.

Section 5: EMS Reports

CITY will deliver reports of EMS calls to the DISTRICT at its offices at 2750 Premier Street, Fort Worth, Texas, no later than the 15th day of the month following the month in which a service run was made by CITY in order to be eligible for payment and the CITY agrees that the determination by DISTRICT will be final regarding the allocation of service run points.

Section 6: Equipment

During the period of this Agreement the DISTRICT will provide an engine tanker truck and a brush truck for the CITY's use. Title to such trucks shall remain with the DISRICT and the CITY shall return the trucks to the DISTRICT upon expiration or termination of this Agreement, ordinary wear and tear excepted. By housing the equipment, the CITY agrees to use the equipment for calls beyond its service area in the event that conditions warrant its use. The parties to this Agreement agree that the County Fire Marshal will have the discretion to make decisions governing its use. CITY agrees to provide manpower to operate the equipment. CITY agrees to provide routine maintenance for this truck, including, but not limited to, fuel, tires, oil, transmission fluid, and spark plugs. DISTRICT will provide insurance against damage to the truck and damage, if any, for liability for the use of the equipment. The equipment may not be used as a first responder (EMS) unless necessary, for example, other vehicles are already dispatched in emergency response. Additionally, the CITY will comply with the Tarrant County ESD Equipment Policy which is attached hereto as Exhibit "C" for the usage of the equipment.

Other than property described in the previous paragraph, DISTRICT is under no obligation with respect to providing firefighting equipment or ambulance vehicles or supplies, or any other expenses incidental to the carrying out of this Agreement, and will have no right, title or interest in and to vehicles and equipment belonging to or contracted for by CITY.

Section 7: Term

Regarding payment, this Agreement will be in full force and effect for and during the period beginning October 1, 2020 and ending September 30, 2021. Regarding response purposes, this Agreement will remain in force until the 2021-22 DISTRICT budget is approved by the Commissioners and a new Agreement is executed retroactive to October 1, 2021 under the same terms and conditions.

Section 8: Payment of Funds

The DISTRICT will use its general fund to pay for the services supplied by the CITY pursuant to this Agreement. Payment pursuant to this Agreement will be in accord with the Rules and Regulations promulgated by the Commissioners. Said payments will be made as funds are available to DISTRICT.

Section 9: Emergency Scene Control

Whenever CITY responds to a call outside its normal jurisdictional limits, it will operate under the Fire Code in effect within the CITY limits of such cities or fire department primarily responsible for service to the area being served by CITY. Any fire investigators or other personnel who respond from DISTRICT to a fire or emergency scene which is under the control of CITY will be governed by the Fire Code of the CITY within whose limits the CITY normally operates. CITY personnel agree to fully cooperate with DISTRICT personnel.

Section 10: Inspection of Equipment

The DISTRICT or its agent has the right to inspect the equipment of the CITY that the CITY operates in its performance under this Agreement. The parties acknowledge that the nature of the CITY's equipment determines the consideration paid under this Agreement. In the event that the inspection reveals that the equipment is not in operating condition and in compliance with the Insurance Services Office (ISO) and the Texas Department of State Health Services (TDSHS) requirements for a department of its size, the CITY will authorize a re-inspection by the DISTRICT within fifteen (15) days. In the event the equipment is not in operating condition or in compliance with the ISO and TDSHS requirements for a department of its size during the re-inspection, all payments by the DISTRICT to the CITY will cease until the problem is corrected as certified by the DISTRICT.

Section 11: Monthly Reporting Required

All monthly reports, fire or ambulance, shall be turned in to the Fire Marshal's office no later than fifteen (15) days after the end of the applicable month. The failure to timely file the monthly report shall excuse the DISTRICT from payment for that applicable month resulting in a reduction of one-third of the quarterly payment to the CITY for each applicable month.

Section 12: Workers' Compensation Coverage

The CITY shall maintain statutory workers' compensation coverage for its employees, officers and volunteers regarding the CITY's performance under this contract. The CITY recognizes that the DISTRICT has no responsibility to furnish this coverage and CITY waives any right to pursue the DISTRICT for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

Section 13: Line of Duty

When an employee or volunteer of the responding CITY is performing duties under the terms of this Agreement, that person is considered to be acting in the line of duty for the CITY for the purposes of 42 U.S.C.A., Section 3796; is considered to be in performance of duties for the CITY within the applicable provisions of Chapter 615 of the Texas Government Code, and of Chapter 142, Texas Local Government Code; and shall be entitled to any other benefits which accrue under law as a result of injury, death or loss which occurs while in the line of duty for the CITY under this Agreement. This section does not increase the DISTRICT's liability under this Agreement.

Section 14: Assignment of Liability

The assisting party (CITY) shall be responsible for any civil liability or costs that may arise from the fire protection, fire rescue and first response for emergency medical services that the assisting party provides to the requesting party (DISTRICT) under this Agreement. The parties agree pursuant to Section 791.006 (a-1) of the Texas Government Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code, which provides that "the governmental unit that would have been responsible for furnishing the services in the absence of the contract is responsible for any civil liability that arises from the furnishing of those services." The parties also agree that pursuant to Section 775.0366 (e) of the Texas Health and Safety Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 775.0366 (d), which provides that the "district is responsible for any civil liability that arises from furnishing those services if the district would have been responsible for furnishing the services in the absence of the contract." It is expressly understood and agreed, however, that in the execution of this Agreement, neither the CITY nor the DISTRICT waives, nor shall be deemed to waive, any immunity or defenses that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

Section 15: Implied Rights; Employees

By entering into this Agreement the parties do not intend to create any obligations expressed or implied other than those specifically set forth herein and this Agreement will not create rights in parties not signatories hereto. The employees of the CITY are not employees or agents of the DISTRICT by virtue of this Agreement. The employees of the DISTRICT are not employees or agents of the CITY by virtue of this Agreement.

Section 16: Conferring of Rights

This Agreement does not confer any rights on third parties who are not signatories to this Agreement, therefore no person may bring suit against CITY or DISTRICT regarding the performance of this Agreement as a third party beneficiary of this Agreement.

Section 17: Cancellation

DISTRICT and CITY retain the right to cancel without cause this Agreement on thirty (30) days written notice to the non-canceling party. In the event of cancellation, DISTRICT will pay a prorated share of the monies due for the remainder of that quarter only if the CITY provides services as required in the Agreement during the period of time leading up to the termination date. However, in the event that CITY exercises this right of cancellation, CITY must repay to DISTRICT all money paid CITY by DISTRICT for personal property, if any, purchased by the CITY with funds from the DISTRICT.

Section 18: Form 1295 Acknowledgement

CITY acknowledges that it is a governmental entity and not a business entity as those terms are defined in Section 2252.908 of the Texas Government Code, and therefore, no disclosure of interested parties pursuant to Section 2252.908 of the Texas Government Code is required.

Section 19: Grant from District

During the DISTRICT's 2021 fiscal year, the CITY may request reimbursement for expenses related to the item(s) listed in Exhibit "D". Reimbursement shall not exceed the amounts or quantities listed unless specifically authorized by the DISTRICT through an action of its Commissioners. Reimbursement requests must be received by the DISTRICT on or before June 30, 2021. If applicable, ambulance replacement reimbursements are due by August 31, 2021. Reimbursements will be considered based on proper documentation being submitted by the CITY including, but not limited to, an itemized invoice(s) and proof of payment(s) by the CITY.

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

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. 1

_____
President

ATTEST:

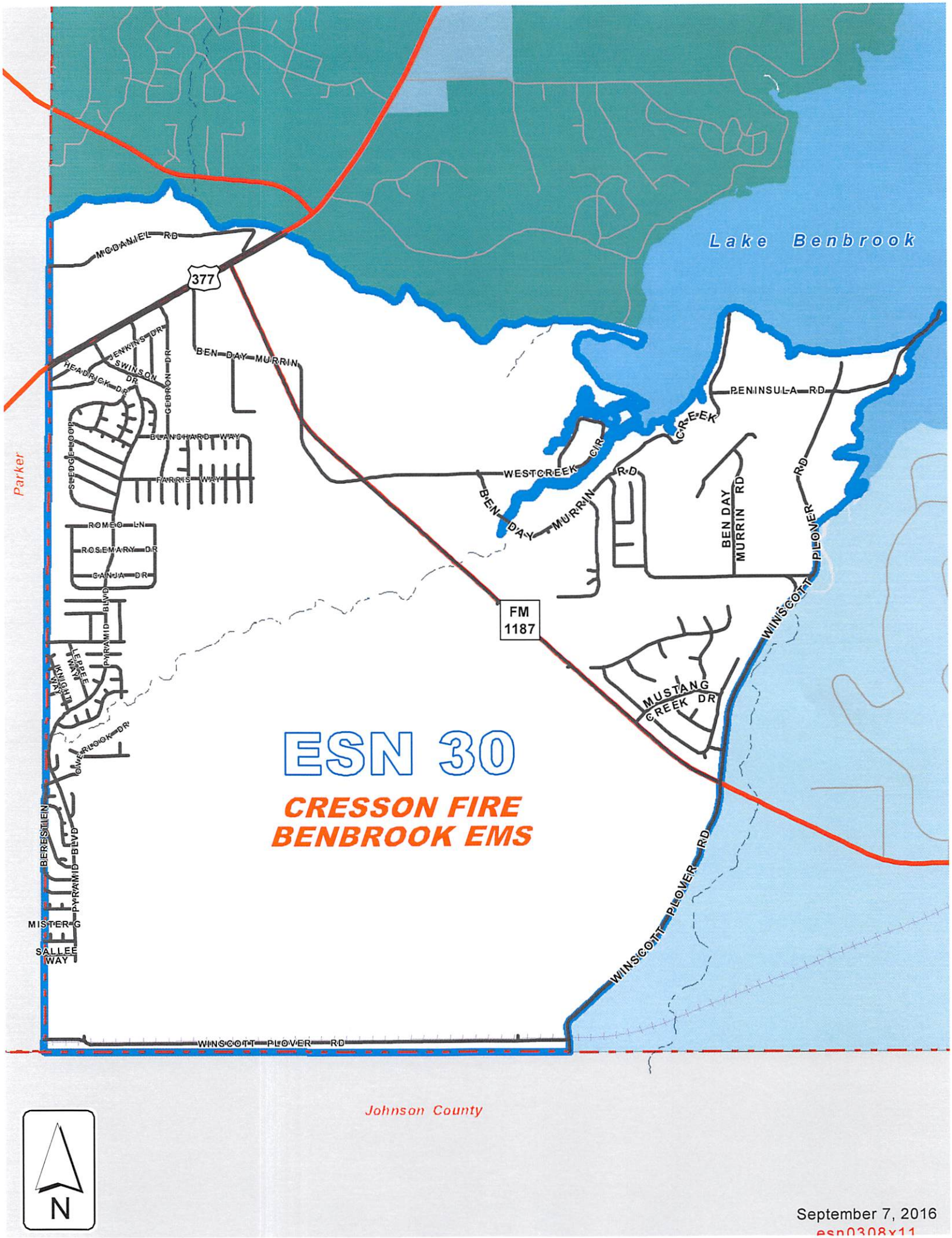
_____
Secretary/Treasurer

CITY OF BENBROOK, TEXAS

_____
Authorized Official

ATTEST:

_____
Secretary



September 7, 2016

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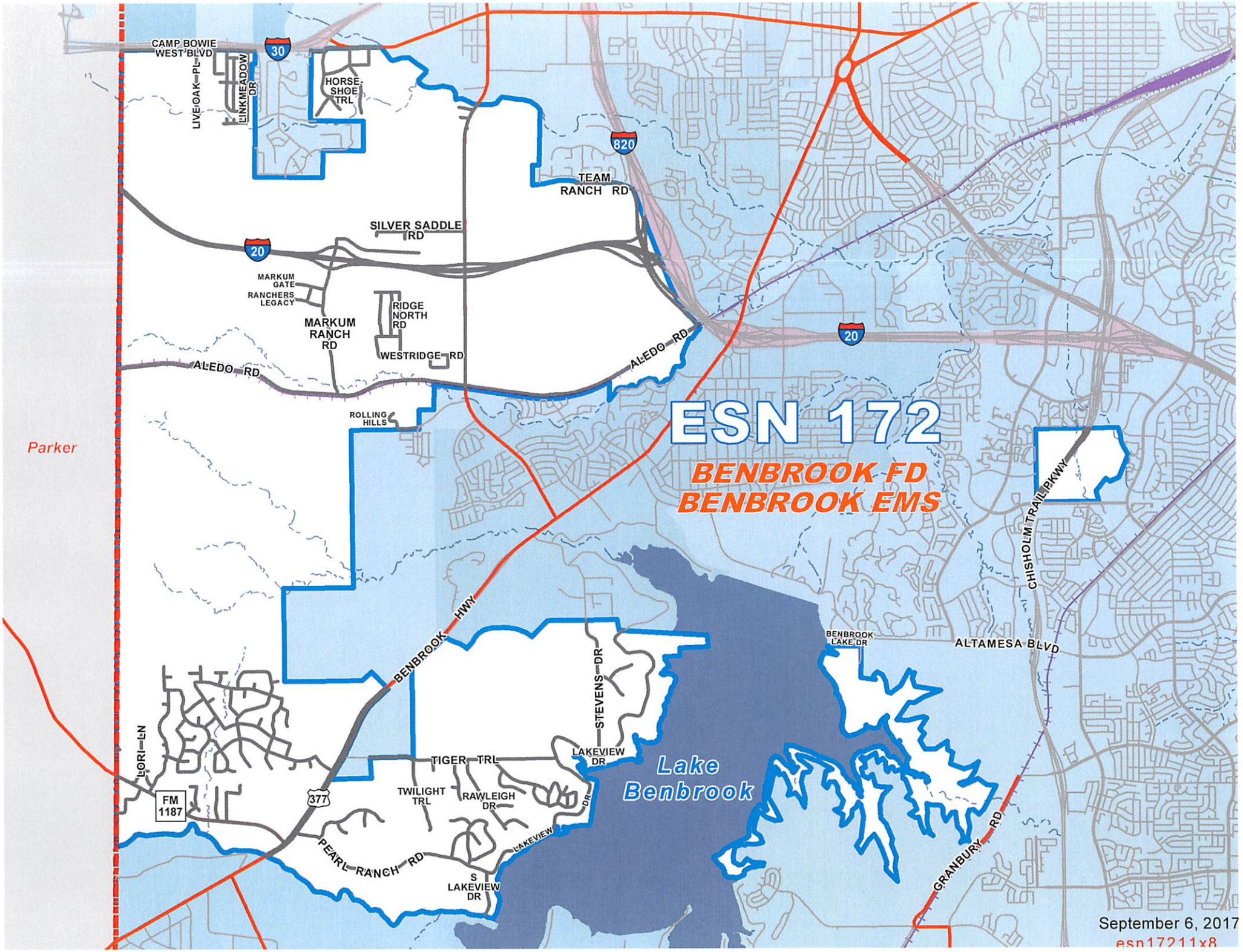
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BENBROOK EMS
Parker
Lake Benbrook
CAMP BOWIE WEST BLVD
LIVE OAK PL
LINKMEADOW DR
HORSE SHOE TRL
TEAM RANCH RD
SILVER SADDLE RD
MARKUM GATE
RANCHERS LEGACY
MARKUM RANCH RD
RIDGE NORTH RD
WESTRIDGE RD
ALEDO RD
ROLLING HILLS
BENBROOK HWY
STEVENS DR
LAKEVIEW DR
TIGER TRL
TWILIGHT TRL
RAWLEIGH DR
LAKEVIEW DR
S LAKEVIEW DR
PEARL RANCH RD
LORI LN
FM 1187
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820
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BENBROOK LAKE DR
ALTAMESA BLVD
CHISHOLM TRAIL PKWY
GRANBURY RD
September 6, 2017
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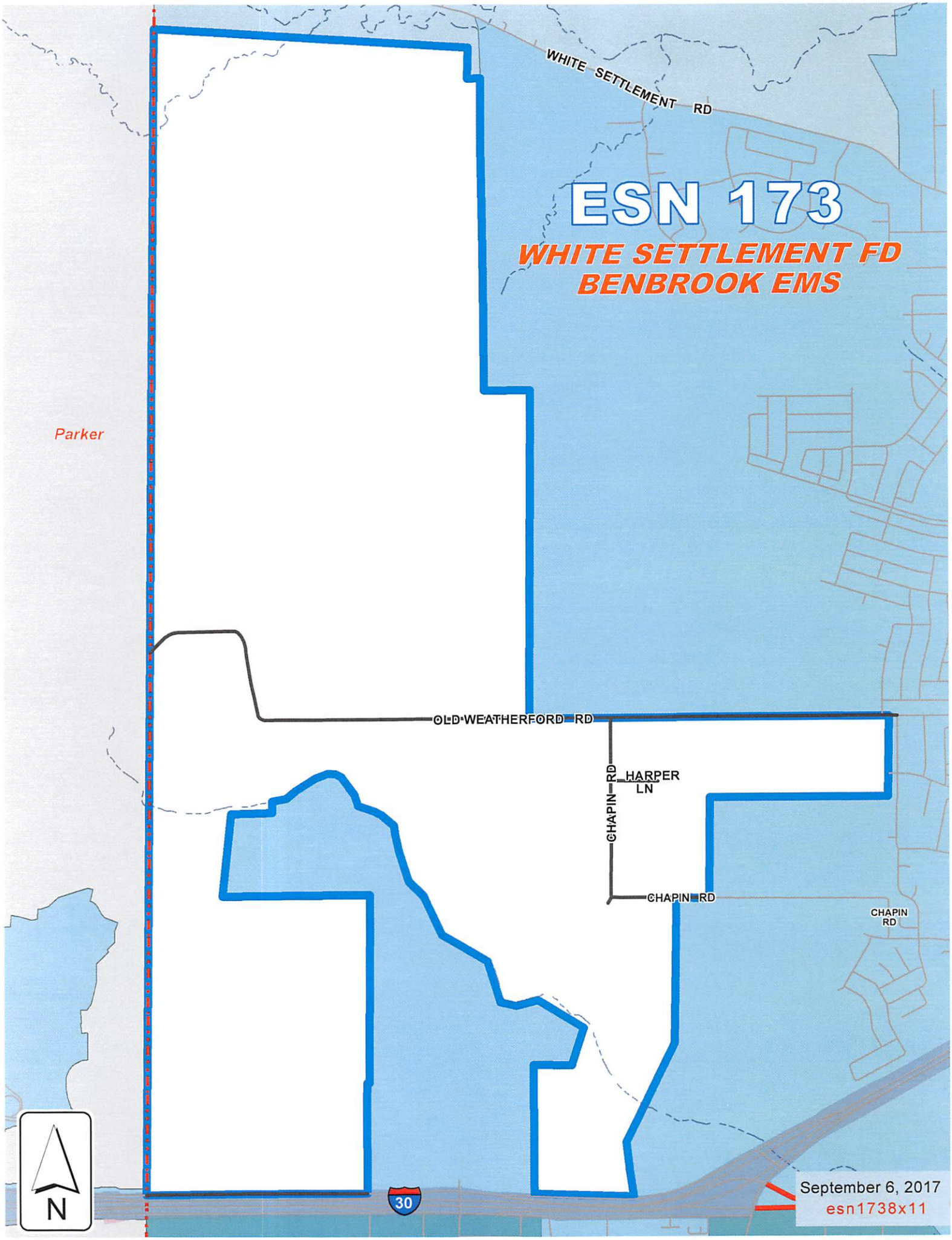
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BENBROOK EMS
WHITE SETTLEMENT RD
Parker
OLD WEATHERFORD RD
CHAPIN RD
HARPER LN
CHAPIN RD
CHAPIN RD
30
N
September 6, 2017
esn1738x11

EXHIBIT "B"

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE
POINT SYSTEM
2020–2021
RULES AND REGULATIONS

Runs as received by the dispatcher must be of an emergency nature in order to qualify for payment.

Dispatcher(s) should be familiar with their territory. If a dispatcher received a call for another district, the dispatcher should inform the caller of the proper department. Then make a reasonable attempt to notify the proper department before toning out, but has the responsibility of responding if unable to raise the proper district.

Each run report should have street address and cross street, or distance and direction of closest cross street (if address is not available), and the MAPSCO map coordinate.

Run reports MUST be received by the 15th of the following month that the run is made. Any reports received by the office after the 15th WILL NOT BE PAID.

We have been asked to verify calls – just to keep everyone honest so be forewarned – that spot checks of random reports will be performed.

AMBULANCE TRANSPORT

Ambulance Transport:

Advance Life Support Transport	5 Points
Basic Life Support Transport	3 Points
All no rides	1 Point
***AMBULANCE Mutual aids calls (EXTRA)	1 Point
Call over 4 miles from the Dept.'s Station (EXTRA)	2 Points

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE
EXHIBIT "B" POINT SYSTEM – (CONTINUED)

(CAREFLITE transport qualifies for full points to responding departments)

ALS transport is when one or more patients are transported by one ambulance and the ambulance is staffed by a Paramedic or an EMT SS and equipped with IVs, Drugs, and EKG Monitor.

BLS transport is when patients are transported by ambulance that does not have a Paramedic or EMT SS or does not have ALS equipment.

No points will be awarded to departments that contract for Ambulance Service who transport.

Ambulance TRANSFERS will not receive any points.

NOTE:

THIS IS TO CURTAIL ANY FALSE REPORTS SENT IN. THIS IS NOT TO PENALIZE A DEPARTMENT FOR ANY MISTAKES MADE. THE LOSS OF POINTS WILL BE DECIDED ON BY THE POINTS COMMITTEE AND PRESENTED TO THE BOARD FOR APPROVAL.

REVISED EXHIBIT "A" – CHANGED TO EXHIBIT "B": PRESENTED TO THE BOARD OF EMERGENCY SERVICES DISTRICT COMMISSIONERS AT THEIR SEPTEMBER 8TH, 1997 BOARD MEETING, WHEN IT WAS VOTED ON AND APPROVED.

EXHIBIT "C"

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. 1

EQUIPMENT POLICY

Table of Contents

Title	Policy Number
Mission Statement	100.0
Types of Calls Inside Tarrant County	101.0
Care and Maintenance	102.0
Training and Staffing	103.0
Types of Calls Outside Tarrant County	104.0
Inspections by the District	105.0

Mission Statement

To provide emergency services to the residents of the unincorporated areas of Tarrant County by offering equipment for fire fighting and emergency medical purposes to the unincorporated areas of Tarrant County and providing available equipment to support and supplement existing equipment along with supervising the availability of this equipment for the citizens it serves.

Types of Calls the Apparatus Inside Tarrant County

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1. Structure fires where no adequate water supply exists. (Tanker)
2. In support of the fire fighting units engaged in grass and brush fires.
3. In support of fire fighting units(s) engaged in such emergencies that require a large supply of water. (Tanker)
4. In support of fire fighting activities of Fire departments that contract with the Emergency Service District.
5. Other such calls, emergencies, or other activities as directed by the Tarrant County Fire Marshal's Office.
6. As assigned by the Fire Chief of the appointed departments which house the apparatus.

Care and Maintenance

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1. Each individual fire department who contracts with the Emergency Service District to house and operate one of these units shall be responsible for normal day to day operation cost, and the regular maintenance of that particular unit. Day to day operating cost include: fuel, motor oil, lubricants, fan belts, water hoses, anti-freeze, air filters, transmission fluids, etc. Preventative maintenance includes scheduled oil and filter changes per manufacturer specifications, lubrications, tire rotations if needed, etc.

2. On all major repairs, each department will advise the Emergency Service District Board or the Tarrant County Fire Marshal's Office and coordinate these repairs with them. Top priority shall be given to keeping all units in service at all times.

3. All damages to the apparatus and the equipment assigned to it, either minor or major in nature, shall be reported to the Tarrant County Fire Marshal's Office who is assigned to oversee the operation of these units as soon as possible so that it can be repaired.

4. Anytime any unit is to be out of service whether for a mechanical reasons or otherwise, it shall be reported to the Tarrant County Fire Marshal's Office and also the Tarrant County Fire Alarm Center who will coordinate temporary coverage for that area that unit protects.

5. The Tarrant County Fire Marshal's Office shall coordinate warranty repair.

6. The department to which a Tanker is assigned is also responsible to see that the apparatus is not to leave the hard surface of the road.

Training and Staffing

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1. Each individual department that is assigned one of the apparatus is responsible for training its personnel in the operations of the unit. This includes, but is not limited to, driving and all operations of the units.

2. When responding to emergency calls, it shall be up to the Fire Chief of the department the vehicle is assigned to, to oversee that the vehicle is adequately staffed for any particular assignment to which it is responding.

3. All drivers of the apparatus must at least possess a class "B" exempt driver's license.

Outside Unincorporated Usage

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1. If, in the opinion of the Tarrant County Fire Marshal's Office, the utilization of this equipment outside of Tarrant County will serve a public purpose of the citizens of Tarrant County, Texas then the equipment may be used outside of Tarrant County, Texas in an area under the jurisdiction of a city or volunteer fire department.

2. On major incidents outside the boundaries of unincorporated Tarrant County, only one unit from the northern district and one unit from the southern district shall be permitted to leave the county. Priority shall always be with protecting the citizens of the unincorporated Tarrant County area.

3. Response to areas inside Tarrant County, but outside the responsible areas of the Emergency Services District, shall be coordinated through the Tarrant County Fire Alarm Center and also be limited only to those cities who contract with the District and can only be utilized for fire fighting purpose only. The Tarrant County Fire Alarm Center will then notify the Tarrant County Fire Marshal's Office when this occurs.

Inspection by the Emergency Services District

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1. The Emergency Service District or its representatives shall be allowed to inspect each apparatus and the equipment assigned to it at any reasonable time to assure that the apparatus is being maintained, adequately equipped, and is available for emergency calls.

2. Apparatus that is not being maintained or equipped, and therefore unavailable for calls, can and shall be reassigned to another department if the Emergency Service District decided that such a reassignment would better serve the district and its citizens.

Exhibit "D"

GRANT FROM DISTRICT

City of Benbrook

(Items included in the categories below are based on the agency's itemized request and will be reimbursed in strict compliance with the agency's grant submission.)

Grant Purpose	Amount
Bunker gear and accessories	$25,000.00
Ambulance replacement (Unit M453)	$75,000.00