

VIA TELEPHONE CONFERENCE

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 July 16, 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, JULY 16, 2020
911 WINSCOTT ROAD, BENBROOK, TEXAS
PRE-COUNCIL WORKSESSION 7:15 P.M.
1. 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. CITIZEN COMMENTS ON ANY AGENDA ITEM

III. MINUTES

1. Approve Minutes Of The Regular Meeting Held July 2, 2020

Documents:

[CC MINUTES-07-02-20.PDF](#)

IV. CITIZEN PRESENTATION

1. Anne Mattern – Request Garage Sale Permit Requirement

Documents:

[CITIZEN REQUEST - ANNE MATTERN - GARAGE SALE PERMIT APPLICATION REQUEST.PDF](#)

V. PRESENTATION BY MAYOR AND MEMBERS OF COUNCIL

CC-2020-06 Adopt Resolution And Election Order Calling For A General Election To Be Held On November 3, 2020; Authorizing A Joint Election Agreement Between Tarrant County And The City Of Benbrook, Texas; And Providing Procedures For The Conduct Of The Election

(Adoptar la Resolución y la Orden Electoral que piden que se celebren elecciones generales el 3 de noviembre de 2020; autorizar un Acuerdo Electoral Conjunto entre el Condado de Tarrant y la ciudad de Benbrook, Texas; y proporcionar procedimientos para la realización de la elección) (Áp dụng nghị quyết và lệnh bầu cử kêu gọi một cuộc tổng tuyển cử được tổ chức vào ngày 3 tháng mười một, 2020; cho phép một thỏa thuận bầu cử chung giữa quận Tarrant và thành phố Benbrook Texas; và cung cấp các thủ tục cho việc tiến hành cuộc bầu cử)

Documents:

[CC-2020-06 RESOLUTION CALLING GENERAL ELECTION.PDF](#)

VI. REPORTS FROM CITY MANAGER

A. GENERAL

G-2473 Authorize Interlocal Agreement With Fort Worth Independent School District To Provide Three Police Officers To Participate In The Annual School Security Initiative

Documents:

[G-2473 FWISD SCHOOL SECURITY INITIATIVE.PDF](#)
[G-2473 ILA FWISD SCHOOL SECURITY INITIATIVE.PDF](#)

VII. 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

VIII. 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.

IX. ADJOURNMENT



**MINUTES
OF THE
MEETING OF THE
BENBROOK CITY COUNCIL
THURSDAY, JULY 2, 2020**

The regular meeting of the Benbrook City Council was held on July 2, 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
Rick Overgaard, Finance Director
Phyllis Wolfe, IT Director

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 June 18, 2020

Motion by Dr. Marshall, seconded by Ms. Franklin to approve the minutes of the regular meeting held June 18, 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. REPORTS FROM CITY MANAGER

A. GENERAL

G-2471 Authorize Interlocal Agreement with Benbrook Water Authority for Street Cut Repair Services

Jim Hinderaker gave the following report: When the Benbrook Water Authority (BWA) has a water or sewer line failure under a street, the street must be cut open and excavated to repair the line. After the line is repaired, the BWA is responsible for restoring the damaged street. These street repairs are commonly referred to as “street cuts”. In lieu of the BWA contracting for this service, the City of Benbrook has repaired street cuts on asphalt streets for the BWA through an Interlocal Agreement (ILA) since 2000.

The proposed ILA renews this longstanding agreement with BWA, allowing the City of Benbrook to complete street cuts for the BWA. The repair cost is \$8.91/square foot, which is identical to last year. The term of the proposed ILA is one year, beginning October 1, 2020 and ending September 30, 2021.

BWA street cuts constitute approximately 30% of the total street cuts repaired by the City each year. Because of the economy of scale associated with the City completing street cuts, the repairs are easily absorbed into the City’s workload without significantly affecting operations.

Motion by Ms. Franklin, seconded by Dr. Marshall to authorize the Interlocal Agreement with the Benbrook Water Authority for street cut repair services on asphalt streets.

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.

G-2472 Authorize Interlocal Agreement with Benbrook Water Authority for Refuse and Storm Water Utility Fee Billing and Payment Collection Services

Jim Hinderaker gave the following report: Through an Interlocal Agreement the City of Benbrook contracts with the Benbrook Water Authority (BWA) to bill and collect residential refuse and storm water utility accounts. Because the BWA already bills these customers for water and sewer service, an economy of scale is created that benefits the City, the Authority, and ultimately the citizens of Benbrook.

The proposed ILA establishes a reimbursement to the BWA of 49.58 cents per bill. This amount is identical to last year.

In addition, the City is assessed its proportionate share of the credit card processing fee for residents paying with credit cards. BWA processes credit card payments through a merchant services provider. The provider charges a percentage (normally between 1.5% and 3%) on each transaction based on the type of card and transaction.

The term of the proposed ILA is one year, beginning October 1, 2020 and ending September 30, 2021.

Motion by Mr. Ward, seconded by Mr. Wilson to authorize the Interlocal Agreement with the Benbrook Water Authority for residential refuse and storm water utility fee billing and payment collection services.

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. INFORMAL CITIZEN COMMENTS

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

VI. COUNCIL MEMBER AND STAFF COMMENTS

Jim Hinderaker gave report on COVID-19.

Councilmember Renee Franklin reminded citizens City Hall would be closed on July 3, 2020 to observe the July 4th Holiday.

VII. ADJOURNMENT

Meeting adjourned at 7:53 p.m. followed by Worksession:

FY 2020/2021 Annual Budget – City Council Preliminary Discussion

APPROVED:

Jerry B. Dittrich, Mayor

ATTEST:

Joanna King, City Secretary

From: Anne Mattern

Date: 7/9/2020

4017 Sunnydale Drive,
Benbrook, TX 76116

To: Benbrook City Council
Benbrook, TX 76126

Complaint:

Some neighborhood residents have more than the allotted twice a year garage and estate sales. A few neighbors have had garage sales and estate sales both for more than 4, and 5 times since March 2020. Some are for one or two days, and some have been for three days.

During two of the Estate Sales there were professionals from outside of our neighborhood running the estate sale from the same home one month apart.

Code Compliance:

According to Benbrook Code Compliance; "Garage sales and garage sales signs do not require a permit. A resident may conduct up to two garage sales per year."

Concern:

How does Code Compliance know how many garage sales and estate sales each resident has, and for how long?

Is there a tracking system in place to ensure Benbrook Code Compliance is followed for garage and estate sales since permits are not required?

The parking from customer vehicles congests our streets, increases foot traffic on our properties, devalues our neighborhoods, and puts our privacy and safety at risk.

Request:

I am requesting Benbrook City Council to review and consider requiring permits for garage sales and estate sales. A fee does not need to be required (e.g. FW does not require a fee with their permit, Dallas does).

Permit could be accessed on line at the Benbrook website and submitted to Code Compliance for tracking purposes.

Define the length of time for each garage/estate sale, for example two or three days at length.

Thank you,

Anne Mattern

RESOLUTION NO. 2020-07
Joint Election Agreement
For November 3, 2020, General Election

A RESOLUTION AND ELECTION ORDER BY THE CITY COUNCIL OF THE CITY OF BENBROOK, TEXAS CALLING FOR A GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2020; AUTHORIZING A JOINT ELECTION AGREEMENT BETWEEN TARRANT COUNTY AND THE CITY OF BENBROOK, TEXAS; PROVIDING PROCEDURES FOR THE CONDUCT OF THE ELECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the General Election for City Council Members of the City of Benbrook, as set forth by the City of Benbrook Home Rule Charter, the Texas Election Code, and Resolution 2012-01 adopted January 19, 2012 is required to be held on November 3, 2020, at which time the voters will elect persons to fill the offices of Member of the Council, Place 2, Member of the Council, Place 4, and Member of the Council, Place 6 on the City Council of the City of Benbrook, Texas, with all places to be elected for two year terms, and;

WHEREAS, all of the City of Benbrook and its voting precincts are located within only the County of Tarrant; and

WHEREAS, by this Resolution, it is the intention of the City Council to adopt all requirements of an Election Order in accordance with state law, and authorize a contract with Tarrant County for joint election services.

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

- Section 1.** That a general election is hereby called to elect Member of the Council Place 2; Member of the Council Place 4; and Member of the Council Place 6 to serve until November 2022, or until their successors are duly elected and qualified. Such election shall take place on the 3rd day of November 2020, between the hours of 7:00 a.m. and 7:00 p.m.
- Section 2.** Qualified persons may file as candidates for the General Election by filing an application with the City Secretary between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, beginning July 18, 2020 (note: filing begins on a Saturday, but the office of the City Secretary is not required to be open on Saturday or Sunday; first date office shall be open is Monday, July 20, 2020) and ending not later than 5:00 p.m. on Monday, August 17, 2020.
- Section 3:** The 2020 joint election agreement and contract between Tarrant County and the City of Benbrook will be forthcoming and the costs assessed to Benbrook will be in accordance to the total number of political subdivisions contracting with Tarrant County. An executable contract will be incorporated herein for all purposes hereby approved and the City Manager or his designee is authorized to execute the

contract. In the event of a conflict between this Resolution and the contract, the contract shall control.

Section 4. Local Election Day polling places for this joint election are designated pursuant to Section 271.003 of the Texas Election Code, and the Council finds that the following locations can most adequately and conveniently serve the voters in this election, and that these locations will facilitate the orderly conduct of the election. Voters may also vote at any Tarrant County Vote Center on Election Day.

Location

Redeemer Lutheran Church
4513 Williams Road
Benbrook, TX 76116

Benbrook Community Center
228 San Angelo
Benbrook, TX 76126

Highridge Church
10100 Rolling Hills Drive
Fort Worth, TX 76126

Restoration Family Church
Jerry Dunn Parkway
Benbrook, TX 76126

Western Hills Church of Christ
8800 Chapin Road
Fort Worth, TX 76116

Trinity Chapel
6610 Southwest Boulevard
Benbrook, TX 76109

Faith Lutheran Church
4551 Southwest Boulevard
Fort Worth, TX 76116

Agape Baptist Church
3900 Southwest Boulevard
Fort Worth, TX 76116

Section 5: The Presiding Election Judge and Alternate Presiding Election Judge shall be appointed by Tarrant County as indicated in the contract and authorized by Chapter 271 of the Texas Election Code.

Section 6: Heider Garcia, the Tarrant County Elections Administrator, ("Elections Administrator") is hereby designated as the Early Voting Clerk for the election as indicated in the contract.

The main Early voting by personal appearance locations for Tarrant County is located at 600 West Weatherford Street, Fort Worth, Texas. The local Benbrook location is 228 San Angelo Avenue, Benbrook, Texas. The dates and hours for Early voting are:

Main Early Voting Locations

Tarrant County Early Voting 600 West Weatherford Street Fort Worth, Texas 76102	Benbrook Community Center 228 San Angelo Avenue Benbrook, Texas 76126
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October 19-23, 2020	8:00 a.m. – 5:00 p.m.
October 24, 2020	11:00 a.m. – 4:00 p.m.
October 25, 2020	11:00 a.m.- 4:00 p.m.
October 26-30, 2020	7:00 a.m. – 7:00 p.m.

Voters may vote at any Tarrant County Vote Center during the Early Voting period.

Section 7: The Elections Administrator shall be responsible for the Early Voting applications and ballots. Applications for early voting by mail may be delivered to Heider Garcia, County of Tarrant, Elections Administrator, 2700 Premier Street, Fort Worth, Texas 76111, not earlier than January 1, 2020 and not later than close of business on October 16, 2020, if delivered in person, and October 23, 2020 if delivered by mail. Early voting ballots shall be mailed to the Elections Administrator at the same address. The City Secretary is directed to forward applications and ballots he may receive to the Elections Administrator.

Section 8: All registered qualified electors of the City shall be permitted to vote at said election and, on the day of the election, such electors may vote at any polling place located within Tarrant County.

Section 9: All expenditures necessary for the conduct of the election, the purchase of materials there for, and the employment of all election officials are hereby authorized, and shall be conducted in accordance with the contract and the Code.

Section 10: Should a runoff election be required following the canvass of the November 3, 2020 election, the Council hereby orders that a runoff election be held on December 8, 2020 with the early voting period from November 23, 2020 through December 4, 2020 with the exception of November 25 and November 26, 2020. The polling places on Election Day for the runoff election shall be at the same polling places as those of the original election, and the hours of voting shall be between 7:00 a.m. and 7:00 p.m.

Section 11: The Elections Administrator is hereby authorized to prepare a submission to the United States Justice Department to seek pre-clearance as required by law and as provided in the Legal Documents section of the contract.

PASSED AND APPROVED by the City Council of the City of Benbrook, Texas this 16th day of July 2020.

Jerry B. Dittrich, Mayor

ATTEST:

Joanna King, City Secretary



City of Benbrook

CITY COUNCIL COMMUNICATION

DATE: 07/16/2020	REFERENCE NUMBER: G-2473	SUBJECT: Authorize Interlocal Agreement with Fort Worth Independent School District to provide three police officers to participate in the Annual School Security Initiative	PAGE: 1 of 1
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The Benbrook Police Department provides three full-time School Resource Officers (SRO's) for FWISD campuses located in Benbrook. The three officers serve as a liaison between the police department and Benbrook schools. All reports and incidents occurring on school property are handled primarily by the SRO's. During holidays and summer break, the officers perform regular patrol duties. The Fort Worth Independent School District subsidizes fifty percent (50%) of the salary, benefits, overtime, and training for all three officers.

RECOMMENDATION

Staff recommends that City Council approve the Interlocal Agreement between the City of Benbrook and the Fort Worth Independent School District for three (3) full-time School Resource Officers.

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

STATE OF TEXAS §
COUNTY OF TARRANT §

MEMORANDUM OF UNDERSTANDING

In consideration of the mutual covenants, promises and agreements contained herein, this agreement is made and entered into between the City of Benbrook, a home rule municipal corporation of the State of Texas, located within Tarrant County, Texas (hereinafter referred to as “City,”) acting by and through Andy Wayman, its duly authorized City Manager, and the Fort Worth Independent School District, a political subdivision of the State of Texas located in Tarrant County and a legally constituted Independent School District (hereinafter referred to as “District,”) acting by and through Dr. Kent P. Scribner, its duly authorized Superintendent.

RECITALS

This Agreement is made under the authority granted to the City and the District pursuant to the Texas Government Code, Chapter 791, known as the INTERLOCAL COOPERATION ACT and the Texas Education Code, Chapter 37, authorizing school districts and local law enforcement agencies to enter into memoranda of understanding for the provision of School Resource Officers.

WHEREAS, the citizens of Fort Worth and the City Council of Benbrook have determined that the security of students is paramount; and

WHEREAS, the citizens of Fort Worth and the City Council of Benbrook agree that the City will incur additional costs in providing School Resource Officers for law enforcement purposes, and the District agrees to defray those costs as provided herein; and

WHEREAS, the Fort Worth Independent School District proposes to provide a School Security Initiative in conjunction with the Benbrook Police Department;

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties agree as follows:

AGREEMENT

1.

The board of trustees of the District shall determine the law enforcement duties of School Resource Officers, which must be included in the District improvement plan, the District student code of conduct, and any other campus or district document describing the role of School Resource Officers in the District, attached here as Exhibit A, and incorporated as if fully set forth herein. Notwithstanding anything else in this memorandum, School Resource Officers shall perform law enforcement duties, including crime prevention, intervention with students, and enforcement of the law, and may not be required to perform routine student discipline or school administrative tasks, or contact with students unrelated to the performance of those law enforcement duties. The Board of Trustees of District shall coordinate with District campus behavior coordinators and other District

employees to ensure that School Resource Officers provided by the City are tasked only with duties related to law enforcement intervention and not with behavioral or administrative duties better addressed by other District employees.

It is understood by the District and the City that, in the course of providing law enforcement duties, School Resource Officers may be required to employ aversive techniques as defined in Education Code Section 37.0023. However, School Resource Officers will not employ aversive techniques at the request, direction, or order, or with the authorization or consent of the District or any District employee, volunteer, or independent contractor, and will not employ aversive techniques for any disciplinary or administrative purpose.

City understands and agrees that all School Resource Officers under this Agreement will be required to attend District sponsored racial equity training at the discretion of the District. The District agrees to facilitate the training and to coordinate with the City a training schedule acceptable to both Parties.

2.

District covenants and agrees to fully cooperate with the City of Benbrook in the implementation of this project and both parties agree that during the term of this contract there shall be three (3) police officers participating in the School Security Initiative assigned to Western Hills High School and Benbrook Middle-High School, and who also serve at Benbrook Elementary School and Westpark Elementary School. District agrees to share 50% of all personnel costs incurred by the City in this project.

However, nothing in this Memorandum shall be construed as an employment agreement between the School Resource Officers and the District, or between the City and the District. Neither the School Resource Officers nor the City shall be District employees, volunteers, or independent contractors, and will not act under the authorization, order, or direction of the District or any District employee, volunteer, or independent contractor.

3.

It is understood and agreed that District shall remit funds to the City in a timely manner following receipt of an official invoice. Invoices shall be provided on a quarterly basis. Reimbursement under this contract shall not exceed \$184,165.00 for the 2020-21 fiscal year and shall be based upon actual expenditures made for the officers assigned to the School Security Initiative program.

4.

The term of this agreement is for a period beginning on September 1, 2020 and ending on August 31, 2021.

5.

This agreement may be terminated by either party hereto, in whole or in part, at any time and for any reason, upon written notice to the other party. Such written notice shall specify to what extent the work under the agreement is being terminated and the effective date of the termination. Within thirty (30) days after the effective date of such termination, City shall forward to District a final invoice for reimbursement to the City for personnel expenditures and District shall remit payment in full within sixty (60) days after the date of such invoice.

6.

District and City covenant and agree that in the event either party fails to comply with, or breaches, any of the terms and provisions of this agreement, each party shall provide written notice to the other as soon as reasonably possible after the non-breaching party becomes aware of the failure to comply or breach of contract. In the event that the breaching party fails to cure or correct such breaches within a reasonable time following the receipt of notice, such reasonable time not to exceed 15 days, the non-breaching party shall have the right to declare this agreement immediately terminated, and neither party shall have further responsibility or liability hereunder.

7.

District covenants and agrees to fully cooperate with City in monitoring the effectiveness of the services and work to be performed with the District under this agreement, and City shall have access at all reasonable hours to offices and records of the District, its officers, members, agents, employees, and subcontractors for the purpose of such monitoring, such access being subject to the limitations and requirements under the Texas Public Information Act and the Family Educational Rights and Privacy Act (FERPA).

8.

City shall provide all law enforcement training and certification, vehicles and police equipment, benefits, and insurance (including liability coverage) provided to all police officers employed by City. City shall coordinate assignment and duty hours with District. If necessary to handle unplanned absences at schools, an officer from units other than the School Security Initiative may be temporarily assigned to provide coverage.

The Benbrook Police Department shall maintain emergency response plans for every school within their jurisdiction. These plans shall be kept confidential within the Department for security purposes but meetings shall be held with authorized representatives of the District to provide relevant information and excerpts from the plan necessary for implementation. The Chief of Police shall designate a commander to be responsible for maintenance and dissemination of these plans.

9.

City shall in no way nor under any circumstances be responsible for any property belonging to District, its officers, members, agents, employees, subcontractors, program participants, licensees or invitees, which may be lost, stolen, destroyed or in any way damaged, and hold harmless the

District from any and all claims, damages, injuries, causes of action, or lawsuits arising out of the acts or omissions of the assigned officers.

10.

City and District covenants that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this contract shall in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

11.

City and District, in the execution, performance or attempted performance of this contract and agreement, will not discriminate against any person or persons because of sex, race, religion, color or national origin, nor will Contractor permit its agents, employees, subcontractors, or program participants to engage in such discrimination.

12.

The provisions of this agreement are severable and if for any reason a clause, sentence, paragraph, or other part of this agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

13.

The failure of City or District to insist upon the performance of any term or provision of this agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of City's or District 's right to assert or rely upon any such term or right on any future occasion.

14.

Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance, or non-performance of this contract and agreement, venue for said action shall lie in Tarrant County, Texas. For any such action arising out of the execution, performance, attempted performance, or non-performance of this contract and agreement, the law of decision of that case shall be the laws of the State of Texas.

15.

The governing bodies of City and District have approved the execution of this memorandum, and the persons signing the agreement have been duly authorized by the governing bodies of the City and District to sign this agreement on behalf of the governing bodies.

16.

This written instrument constitutes the entire agreement by the parties hereto concerning the work and services to be performed hereunder, and any prior or contemporaneous, oral or written agreement which purports to vary from the terms hereof shall be void.

17.

Notices to District shall be deemed given when delivered in person to the Chief of District Operations, or the next business day after the mailing of said notice addressed to said District by United States mail, certified or registered mail, return receipt requested, and postage paid at 100 N. University, Fort Worth, Texas 76107.

Notices to City shall be deemed given when delivered in person to the City Manager for Public Safety of the City, or the next business day after the mailing of said notice addressed to said City by United States mail, certified or registered mail, return receipt requested, and postage paid at 911 Winscott Rd., Benbrook, Texas 76126.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in multiples in Benbrook, Tarrant County, Texas, this ____ day of _____, A.D. 2020.

ATTEST: CITY OF BENBROOK

By: _____ Date: _____
City Secretary

By: _____ Date: _____
Andy Wayman - City Manager

APPROVED AS TO FORM AND LEGALITY:

By: _____ Date: _____
City Attorney

ATTEST: FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____
Art Cavazos – Chief, District Operations

By: _____ Date: _____
Dr. Kent P. Scribner – Superintendent

By: _____ Date: _____
Jacinto Ramos – Board President

APPROVED AS TO FORM AND LEGALITY:

By: _____ Date: _____
FWISD Attorney

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Andy Wayman, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the City of Benbrook and that he executed the same as the act of said City of Benbrook for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2020.

Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Dr. Kent P. Scribner, Superintendent, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was for the purposes and consideration therein expressed, as the act and deed of the Fort Worth Independent School District, and in the therein stated as its duly authorized officer or representative.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2020.

Notary Public in and for the State of Texas

EXHIBIT A

The Fort Worth Independent School District (“District”) approves and publishes a Student Code of Conduct yearly establishing the responsibilities of students and teachers, among others, and District’s authority to handle discipline and give consequences. In the Student Code of Conduct, the District also establishes the expected duties of school resource officers, pursuant to Texas Education Code § 37.081(d), which states, “the duties [of SROs] must be included in ... any memorandum of understanding providing for a school resource officer.” Specifically, the Student Code of Conduct states:

“To ensure District meets its responsibility under § 37.081(d), the duties of school resource officers are “crime prevention, intervention with students and enforcement of the law.”