

KENNEDALE CITY COUNCIL AGENDA
REGULAR MEETING | August 21, 2017
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE
WORK SESSION at 5:30 PM
REGULAR SESSION at 7:00 PM

I. CALL TO ORDER

***NOTE: Pursuant to Section 551.071, Texas Government Code, the City Council reserves the right to adjourn into Executive Session at any time during the Work Session or the Regular Session to discuss posted Executive Session items or to seek legal advice from the City Attorney on any item posted on the agenda.**

II. WORK SESSION

- A. Discussion of items on regular agenda
- B. Discussion of Proposed FY2017-18 Budget

III. REGULAR SESSION

IV. ROLL CALL

V. INVOCATION

VI. UNITED STATES PLEDGE AND TEXAS PLEDGE

"Honor the Texas Flag; I Pledge Allegiance to Thee, Texas, One State under God; One and Indivisible."

VII. VISITOR/CITIZENS FORUM

At this time, any person with business before the City Council not scheduled on the Agenda may speak to the Council, provided that an official 'Speaker's Request Form' has been completed and submitted to the City Secretary prior to the start of the meeting. All comments must be directed towards the Mayor and Council, rather than individual council members or staff. All speakers must limit their comments to the subject matter as listed on the 'Speaker's Request Form.' No formal action or discussion can be taken on these items.

VIII. REPORTS/ANNOUNCEMENTS

In addition to specific matters listed below, there may be reports on items of community interest, including but not limited to recognition of officials, citizens, or departments; information regarding holiday schedules; upcoming or attended events; etc.

- A. Updates from the City Council
- B. Updates from the Mayor
 - Financial Transparency Awards Received
- C. Updates from the City Manager

IX. MONITORING INFORMATION

- A. Monthly Financials – July 2017

X. INCIDENTAL ITEMS

- A. Receive comments from the Mayor regarding the Council's commitment to its adopted governance policies and practices

XI. REQUIRED APPROVAL ITEMS (CONSENT)

All matters listed below have been previously discussed, require little or no deliberation, or are considered to be routine. If discussion is desired, then an item will be removed from the consent agenda and considered separately.

- A. Consider approval of minutes from July 7, 2017 special meeting
- B. Consider approval of minutes from July 17, 2017 regular meeting
- C. Consider adopting Ordinance 634, amending Parks and Recreation Board rules and regulations
- D. Consider adoption of Resolution 514, terminating participation in the Fort Worth–Tarrant County Emergency Plan and joining the Tarrant County Emergency Management Plan
- E. Consider awarding a bid to Tejas Commercial Construction, LLC for Bloxom Park Road and Pond Improvements
- F. Consider authorizing the City Manager to enter into an interlocal agreement with the City of Arlington for the installation of a signal light in the southwest corner of the intersection of Sublett and Joplin Roads
- G. Consider authorizing the City Manager to enter into a Contract Agreement for Wastewater Service Between the City of Fort Worth, Texas, and the City of Kennedale, Texas
- H. Consider authorizing the City Manager to extend the Interlocal Agreement for participation in Fort Worth's Environmental Collection Center/Household Hazardous Waste program
- I. Consider authorizing the Mayor to sign an Interlocal Agreement with the Fort Worth Transportation Authority (FWTA) for Administrative Cost Funding for Section 5310 Program

XII. DECISION ITEMS

- A. Consider approval of bid award for health insurance and authorize the City Manager to sign the agreement

XIII. EXECUTIVE SESSION

- A. The City Council will meet in closed session pursuant to Section 551.071 of the Texas Government Code for consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion of any item posted on the agenda.
 - Altom claim regarding drainage easement at 1033 and 1041 Estates Drive

XIV. RECONVENE INTO OPEN SESSION AND TAKE ACTION NECESSARY, PURSUANT TO EXECUTIVE SESSION, IF NEEDED

XV. ADJOURNMENT

In compliance with the Americans with Disabilities Act, the City of Kennedale will provide for reasonable accommodations for persons attending City Council meetings. This building is wheelchair accessible, and disabled parking spaces are available. Requests for sign interpreter services must be made forty-eight (48) hours prior to the meeting. Please contact the City Secretary at 817.985.2104 or (TDD) 1.800.735.2989.

CERTIFICATION

I certify that a copy of the August 21, 2017, agenda was posted on the City Hall bulletin board next to the main entrance of the City Hall building, 405 Municipal Drive, of the City of Kennedale, Texas, in a place convenient and readily accessible to the general public at all times and said agenda was posted at least 72 hours preceding the schedule time of said meeting, in accordance with Chapter 551 of the Texas Government Code.



LESLIE GALLOWAY, CITY SECRETARY



Staff Report to the Honorable Mayor and City Council

Date: August 21, 2017

Agenda Item No: WORK SESSION - A.

I. Subject:

Discussion of items on regular agenda

II. Originated by:

Leslie Galloway, City Secretary & Communications Coordinator

III. Summary:

At this time, Council may choose to discuss any item on the agenda.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:



Staff Report to the Honorable Mayor and City Council

Date: August 21, 2017

Agenda Item No: REPORTS/ANNOUNCEMENTS - A.

I. Subject:

Updates from the City Council

II. Originated by:

Leslie Galloway, City Secretary & Communications Coordinator

III. Summary:

Updates and information from Council members, if any.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:



Staff Report to the Honorable Mayor and City Council

Date: August 21, 2017

Agenda Item No: REPORTS/ANNOUNCEMENTS - B.

I. Subject:

Updates from the Mayor

- Financial Transparency Awards Received

II. Originated by:

Leslie Galloway, City Secretary & Communications Coordinator

III. Summary:

Updates and information from the Mayor, if any.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:



Staff Report to the Honorable Mayor and City Council

Date: August 21, 2017

Agenda Item No: REPORTS/ANNOUNCEMENTS - C.

I. Subject:

Updates from the City Manager

II. Originated by:

Leslie Galloway, City Secretary & Communications Coordinator

III. Summary:

Updates and information from City Manager, if any.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

Staff Report to the Honorable Mayor and City Council

Date: August 21, 2017

Agenda Item No: MONITORING INFORMATION - A.

I. Subject:

Monthly Financials – July 2017

II. Originated by:

Brady Olsen, Finance Director

III. Summary:

Overview of the City's revenues and expenditures for all funds compared to budget and previous year.

This month continues to include more detailed information on sales tax returns, including a taxpayer breakdown by industry, a chart with 12- and 36-month rolling averages, and a 'heat map' (where red indicates greater economic activity).

Of note, the City recently received recognition for its financial transparency from both the Texas State Comptroller with the Platinum Star award and the National Transparency Association with the NTA Transparency Award.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	July Financials	2017_07 Monthly Financials.pdf
2.	July Sales Tax Update	Sales Tax Update- July.pdf

**CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES
July**

REVENUE SUMMARY BY FUND

REVENUES	FY15-16 YTD	FY15-16 ACTUAL	FY16-17 ADOPTED	CURRENT MONTH	FY16-17 YTD	% OF PY ACTUAL EARNED	% OF CY BUDGET EARNED	BUDGET REMAINING
GENERAL FUND	\$ 5,532,165	\$ 6,360,884	\$ 6,201,455	\$ 265,314	\$ 5,451,537	87.0%	87.9%	\$ 749,918
OTHER GENERAL FUNDS	\$ 902,188	\$ 1,572,545	\$ 1,645,165	\$ 40,932	\$ 791,921	57.4%	48.1%	\$ 853,244
GENERAL FUND	\$ 6,434,353	\$ 7,933,428	\$ 7,846,620	\$ 306,246	\$ 6,243,458	81.1%	79.6%	\$ 5,143,493
GENERAL DEBT SERVICE FUND	\$ 1,284,695	\$ 1,360,493	\$ 1,370,311	\$ 9,234	\$ 1,272,742	94.4%	92.9%	\$ 97,569
WATER/SEWER FUND	\$ 3,371,549	\$ 4,609,259	\$ 4,991,835	\$ 421,232	\$ 3,698,668	73.1%	74.1%	\$ 1,293,167
STORMWATER UTILITY FUND	\$ 202,908	\$ 242,743	\$ 491,826	\$ 21,571	\$ 305,928	83.6%	62.2%	\$ 185,899
WATER IMPACT FUND	\$ 157,057	\$ 186,468	\$ 68,658	\$ 12,793	\$ 124,718	84.2%	181.7%	\$ (56,061)
SEWER IMPACT FUND	\$ 48,414	\$ 58,300	\$ 28,315	\$ 5,646	\$ 30,407	83.0%	107.4%	\$ (2,092)
WATER/SEWER FUND	\$ 3,779,928	\$ 5,096,771	\$ 5,580,634	\$ 461,241	\$ 4,159,721	74.2%	74.5%	\$ 1,420,913
EDC4B FUND	\$ 432,028	\$ 627,660	\$ 933,227	\$ 43,303	\$ 383,165	68.8%	41.1%	\$ 550,062
CAPITAL FUND	\$ 767,606	\$ 860,623	\$ 124,020	\$ 17,894	\$ 156,048	89.2%	125.8%	\$ (32,028)
SPECIAL REVENUE FUND	\$ 89,673	\$ 300,088	\$ 151,223	\$ 1	\$ 95,392	29.9%	63.1%	\$ 55,831
TOTAL REVENUES	\$ 12,788,282	\$ 16,179,063	\$ 16,006,035	\$ 837,919	\$ 12,310,525	79.0%	76.9%	\$ 7,235,840

EXPENDITURE SUMMARY BY FUND

EXPENDITURES	FY15-16 YTD	FY15-16 ACTUAL	FY16-17 ADOPTED	CURRENT MONTH	FY16-17 YTD	% OF PY BUDGET EXPENSED	% OF CY BUDGET EXPENSED	BUDGET REMAINING
GENERAL FUND	\$ 4,804,857	\$ 5,895,262	\$ 6,489,307	\$ 487,811	\$ 4,749,210	81.5%	73.2%	\$ 1,740,097
OTHER GENERAL FUND	\$ 1,166,168	\$ 1,190,478	\$ 1,521,565	\$ 21,250	\$ 1,101,776	98.0%	72.4%	\$ (1,101,776)
GENERAL FUND	\$ 5,971,025	\$ 7,085,740	\$ 8,010,872	\$ 509,061	\$ 5,850,985	84.3%	73.0%	\$ 4,397,888
GENERAL DEBT SERVICE FUND	\$ 1,215,292	\$ 5,079,006	\$ 1,365,627	\$ 39,200	\$ 1,236,455	23.9%	90.5%	\$ 129,172
WATER/SEWER FUND	\$ 3,200,428	\$ 4,421,886	\$ 4,829,775	\$ 312,074	\$ 3,032,345	72.4%	62.8%	\$ 1,797,430
STORMWATER UTILITY FUND	\$ 100,175	\$ 130,137	\$ 571,157	\$ 2,003	\$ 249,586	77.0%	43.7%	\$ 321,571
WATER IMPACT FUND	\$ -	\$ 171,200	\$ 154,415	\$ -	\$ -	0.0%	0.0%	\$ 154,415
SEWER IMPACT FUND	\$ -	\$ -	\$ 60,000	\$ -	\$ -	0.0%	0.0%	\$ 60,000
WATER/SEWER FUND	\$ 3,300,603	\$ 4,723,224	\$ 5,615,347	\$ 314,077	\$ 3,281,931	69.9%	58.4%	\$ 2,333,415
EDC4B FUND	\$ 612,916	\$ 718,004	\$ 803,880	\$ 35,479	\$ 528,720	85.4%	65.8%	\$ 275,160
CAPITAL FUND	\$ 545,923	\$ 536,850	\$ 216,239	\$ -	\$ 89,829	101.7%	41.5%	\$ 126,411
SPECIAL REVENUE FUND	\$ 108,628	\$ 254,518	\$ 151,222	\$ -	\$ 99,386	42.7%	65.7%	\$ 51,837
TOTAL EXPENDITURES	\$ 11,754,387	\$ 18,397,341	\$ 16,163,187	\$ 897,816	\$ 11,087,307	63.9%	68.6%	\$ 7,313,882

CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES
July

EXPENDITURE SUMMARY BY DEPARTMENT

GENERAL FUND	FY15-16 YTD	FY15-16 ACTUAL	FY16-17 ADOPTED	CURRENT MONTH	FY16-17 YTD	% OF PY ACTUAL EXPENSED	% OF CY BUDGET EXPENSED	BUDGET REMAINING
CITY MANAGER	\$ 227,767	\$ 291,243	\$ 283,123	\$ 25,698	\$ 284,981	78.2%	100.7%	\$ (1,858)
MAYOR/CITY COUNCIL	\$ 66,108	\$ 94,108	\$ 140,157	\$ 6,392	\$ 83,729	70.2%	59.7%	\$ 56,428
CITY SECRETARY	\$ 108,418	\$ 136,655	\$ 160,328	\$ 6,114	\$ 111,640	79.3%	69.6%	\$ 48,688
MUNICIPAL COURT	\$ 95,135	\$ 121,408	\$ 121,230	\$ 8,761	\$ 89,754	78.4%	74.0%	\$ 31,476
HUMAN RESOURCES	\$ 96,244	\$ 119,141	\$ 122,616	\$ 7,845	\$ 98,055	80.8%	80.0%	\$ 24,561
FINANCE	\$ 264,686	\$ 312,129	\$ 296,688	\$ 14,850	\$ 244,620	84.8%	82.5%	\$ 52,068
POLICE	\$ 1,737,895	\$ 2,093,230	\$ 2,381,270	\$ 219,698	\$ 1,767,642	83.0%	74.2%	\$ 613,628
FIRE	\$ 1,372,727	\$ 1,692,949	\$ 1,826,031	\$ 134,687	\$ 1,327,470	81.1%	72.7%	\$ 498,561
COMMUNITY DEVELOPMENT	\$ 318,505	\$ 409,154	\$ 332,442	\$ 23,580	\$ 228,469	77.8%	68.7%	\$ 103,973
SENIOR CITIZEN CENTER	\$ 39,361	\$ 48,148	\$ 54,612	\$ 4,864	\$ 38,721	81.7%	70.9%	\$ 15,891
LIBRARY	\$ 200,419	\$ 251,830	\$ 259,591	\$ 18,716	\$ 205,235	79.6%	79.1%	\$ 54,357
NONDEPARTMENTAL	\$ 277,592	\$ 325,268	\$ 511,218	\$ 16,606	\$ 268,892	85.3%	52.6%	\$ 242,326
TOTAL EXPENDITURES	\$ 4,804,856	\$ 5,895,262	\$ 6,489,307	\$ 487,810	\$ 4,749,208	81.5%	73.2%	\$ 1,740,099

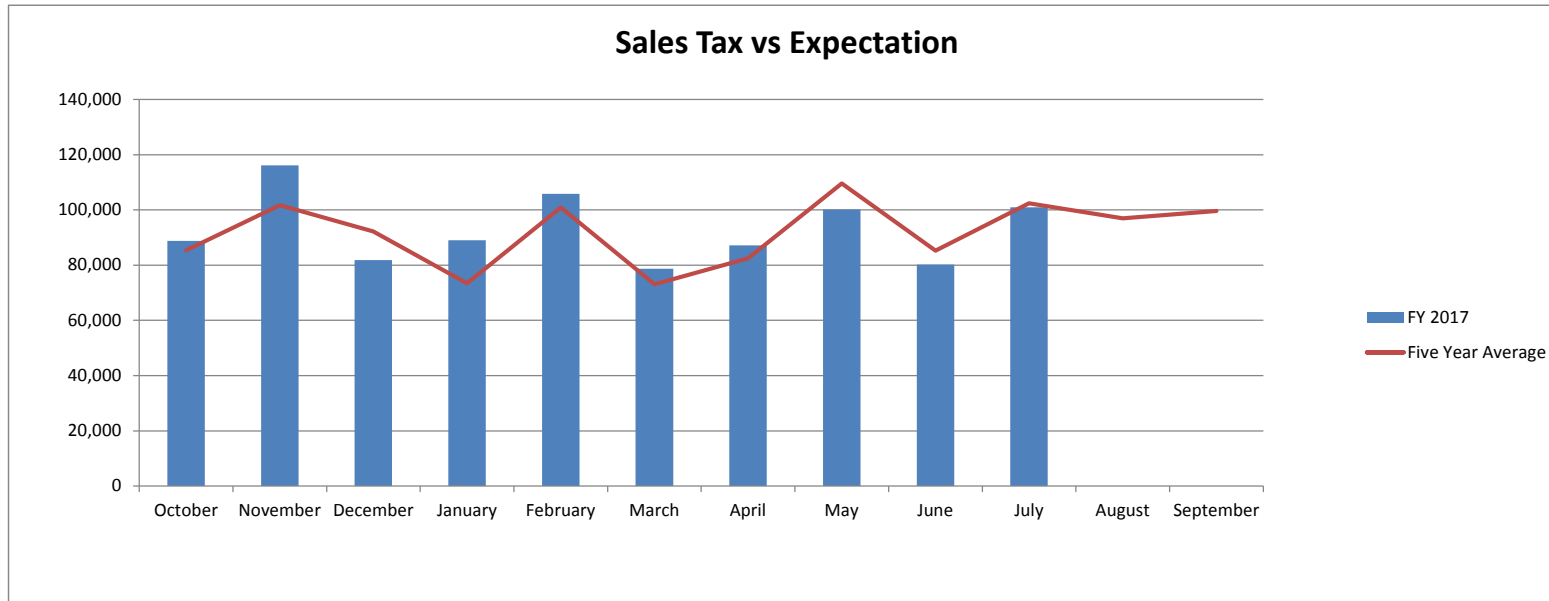
WATER/SEWER FUND	FY15-16 YTD	FY15-16 ACTUAL	FY16-17 ADOPTED	CURRENT MONTH	FY16-17 YTD	% OF PY BUDGET EXPENSED	% OF CY BUDGET EXPENSED	BUDGET REMAINING
UTILITY BILLING	\$ 679,599	\$ 1,210,463	\$ 1,704,198	\$ 34,884	\$ 766,085	56.1%	45.0%	\$ 938,113
WATER OPERATIONS	\$ 1,252,873	\$ 1,181,360	\$ 1,477,946	\$ 86,096	\$ 973,031	106.1%	65.8%	\$ 504,915
DEBT	\$ 450,087	\$ 170,941	\$ 511,309	\$ -	\$ 461,034	263.3%	90.2%	\$ 50,274
W&S CAPITAL	\$ -	\$ -	\$ 301,850	\$ 121,565	\$ 170,642		56.5%	\$ 131,208
NONDEPARTMENTAL	\$ 817,868	\$ 1,859,122	\$ 834,472	\$ 69,530	\$ 661,553	44.0%	79.3%	\$ 172,919
TOTAL EXPENDITURES	\$ 3,200,427	\$ 4,421,886	\$ 4,829,775	\$ 312,074	\$ 3,032,345	72.4%	62.8%	\$ 1,797,430

STREET IMPROVEMENT FUND	FY15-16 YTD	FY15-16 ACTUAL	FY16-17 ADOPTED	CURRENT MONTH	FY16-17 YTD	% OF PY BUDGET EXPENSED	% OF CY BUDGET EXPENSED	BUDGET REMAINING
STREETS	\$ 939,321	\$ 939,911	\$ 712,452	\$ 45,707	\$ 522,912	99.9%	73.4%	\$ 189,540
PARKS MAINTENANCE	\$ 105,010	\$ 124,202	\$ 116,409	\$ 5,192	\$ 63,722	84.5%	54.7%	\$ 52,687
CAPITAL	\$ -	\$ -	\$ 366,032	\$ -	\$ 281,935		77.0%	\$ 84,097
TOTAL EXPENDITURES	\$ 1,044,330	\$ 1,064,114	\$ 1,194,893	\$ 50,899	\$ 868,568	98.1%	72.7%	\$ 326,325

EDC4B FUNDS	FY15-16 YTD	FY15-16 ACTUAL	FY16-17 ADOPTED	CURRENT MONTH	FY16-17 YTD	% OF PY BUDGET EXPENSED	% OF CY BUDGET EXPENSED	BUDGET REMAINING
ADMINISTRATION	\$ 245,000	\$ 335,951	\$ 270,167	\$ 11,493	\$ 159,494	72.9%	59.0%	\$ 110,673
DEBT SERVICE	\$ 309,547	\$ 318,692	\$ 323,419	\$ 4,680	\$ 314,717	97.1%	97.3%	\$ 8,702
TOWN SHOPPING CENTER	\$ 39,630	\$ 44,622	\$ 120,295	\$ 10,306	\$ 44,430	88.8%	36.9%	\$ 75,865
TOWNCENTER REDEVELOPMENT	\$ -	\$ -	\$ 90,000	\$ 9,000	\$ 10,080		11.2%	\$ 79,920
TX LEVERAGE	\$ 18,739	\$ 18,739	\$ -	\$ -	\$ -	100.0%	0.0%	\$ -
TOTAL EXPENDITURES	\$ 612,915	\$ 718,004	\$ 803,880	\$ 35,479	\$ 528,720	85.4%	65.8%	\$ 275,160

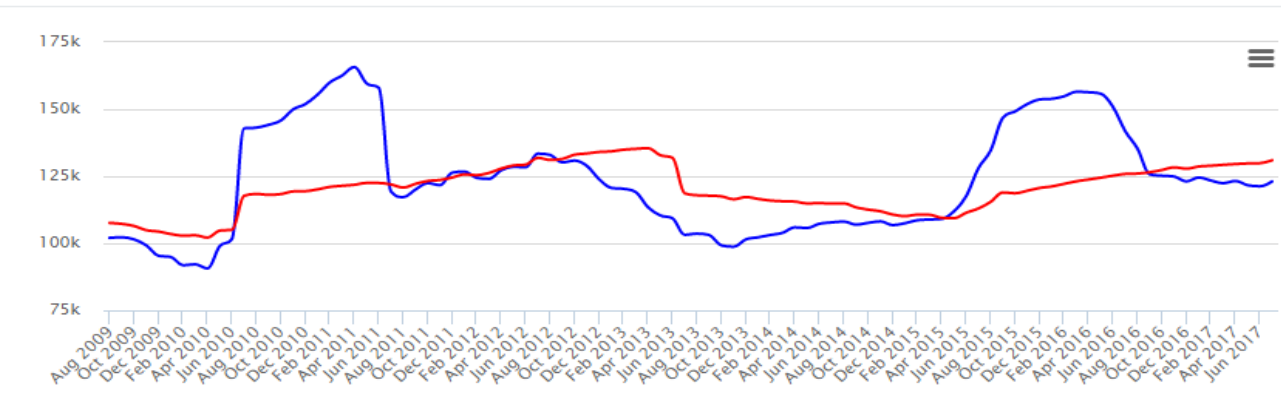
Sales Tax By Month

Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
FY2017	\$ 88,748	\$ 116,156	\$ 81,855	\$ 88,956	\$ 105,794	\$ 78,644	\$ 87,130	\$ 100,121	\$ 80,241	\$ 100,943	\$ -	\$ -	\$ 928,586
FY2016	\$ 93,137	\$ 119,137	\$ 97,985	\$ 75,878	\$ 116,006	\$ 87,589	\$ 79,516	\$ 114,543	\$ 83,718	\$ 84,586	\$ 87,693	\$ 91,377	\$ 1,131,165
FY2015	\$ 71,955	\$ 94,438	\$ 82,545	\$ 73,782	\$ 107,571	\$ 72,312	\$ 81,193	\$ 119,350	\$ 128,463	\$ 165,756	\$ 146,297	\$ 177,697	\$ 1,321,359
FY2014	\$ 65,971	\$ 89,600	\$ 94,982	\$ 67,373	\$ 97,781	\$ 69,685	\$ 79,236	\$ 93,957	\$ 77,496	\$ 71,927	\$ 86,597	\$ 67,978	\$ 962,584
FY2013	\$ 100,850	\$ 93,890	\$ 70,338	\$ 60,406	\$ 90,009	\$ 62,374	\$ 60,955	\$ 96,061	\$ 63,409	\$ 67,304	\$ 83,919	\$ 78,075	\$ 927,591
FY2012	\$ 94,619	\$ 111,587	\$ 115,048	\$ 89,778	\$ 92,977	\$ 73,453	\$ 111,689	\$ 123,691	\$ 73,106	\$ 122,489	\$ 80,038	\$ 82,836	\$ 1,171,313

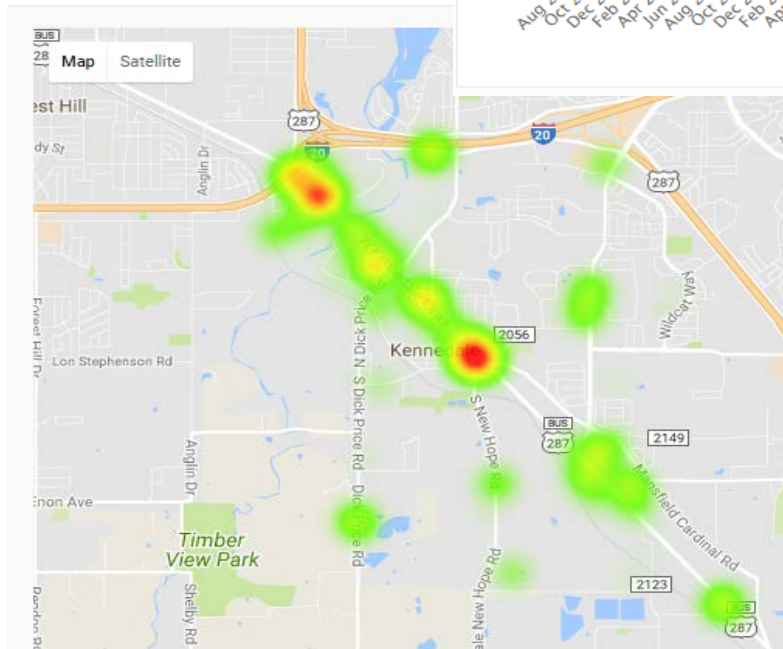


Industry	Amount	% Change	YTD	FYTD
Retail	\$28,037.64	6.58%	\$203,895.90	\$292,389.21
General Services	\$27,800.12	30.96%	\$176,489.36	\$270,989.15
Wholesale	\$32,670.73	138.15%	\$146,713.57	\$211,550.31
Professional Services	\$23,863.23	-3.12%	\$164,084.68	\$230,936.03
Food	\$12,486.35	101.29%	\$71,318.33	\$94,422.50
Manufacturing	\$7,058.90	-61.23%	(\$35,793.23)	(\$11,914.97)
Agricultural	\$1,968.49	374.39%	\$13,282.74	\$14,758.66
Miscellaneous	\$1,626.04	3.95%	\$4,342.87	\$20,328.17
Accomodation	\$0.00	0.00%	\$0.00	\$0.00

12m over 36m Moving Averages



Intensity Map





Staff Report to the Honorable Mayor and City Council

Date: August 21, 2017

Agenda Item No: INCIDENTAL ITEMS - A.

I. Subject:

Receive comments from the Mayor regarding the Council's commitment to its adopted governance policies and practices

II. Originated by:

Leslie Galloway, City Secretary & Communications Coordinator

III. Summary:

At this time, Mayor Johnson will discuss Council's commitment to its adopted governance policies and practices.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

Staff Report to the Honorable Mayor and City Council

Date: August 21, 2017

Agenda Item No: REQUIRED APPROVAL ITEMS (CONSENT) - A.

I. Subject:

Consider approval of minutes from July 7, 2017 special meeting

II. Originated by:

Leslie Galloway, City Secretary & Communications Coordinator

III. Summary:

Please see the attached minutes for your approval.

There are two versions attached:

A. The original minutes prepared by the City Secretary and presented to Council at the July 17, 2017 meeting.

B. An updated version, incorporating feedback from Mayor Pro Tem Jan Joplin. The highlighted (red) text has been added, as well as the "Working Agenda", supplied by Karen Walz.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Version A_City Secretary_ Original Minutes	2017_07.07_Minutes_City Council Special Meeting_CITY SECRETARY ORIGINAL.pdf
2.	Version B_2017_07.07_Minutes_City Council Special Meeting_UPDATED	2017_07.07_Minutes_City Council Special Meeting_UPDATED.pdf

KENNEDALE CITY COUNCIL MINUTES

SPECIAL MEETING | July 7, 2017

**KENNEDALE PUBLIC LIBRARY COMMUNITY CENTER, 316 W 3RD STREET
REGULAR SESSION at 8:00 AM**

I. CALL TO ORDER

Mayor Johnson called the meeting to order at 8:12 a.m.

II. ROLL CALL

Present: Mayor Brian Johnson, Rockie Gilley (Place 1), Sandra Lee (Place 3), Kelly Turner (Place 4), Mayor Pro Tem Jan Joplin (Place 5)

Absent: Liz Carrington (Place 2)

Staff: *City Manager George Campbell, City Secretary & Communications Coordinator Leslie Galloway, Human Resources Director Kelly Cooper, Finance Director Brady Olsen, Community Development Director Rachel Roberts, (Library Director Amanda King in audience)*

III. LONG RANGE PLANNING AND GOAL SESSION

A. Presentation and discussions regarding the City's long range plans and establishing goals, objectives and priorities pertaining to current and future issues affecting the city, including but not limited to the following:

- Budget priorities;
- Water and sewer rates;
- Development and growth objectives;
- Race tracks; and
- Alternate sources of water.

City Manager George Campbell stated that staff needs to understand the current Council's desired direction for the community so that they can effectively move toward those goals.

Karen Walz, founder of Strategic Government Solutions, stated that this meeting was an opportunity for Council and staff to discuss the future of the community by: discussing issues, vision, and direction for the City; focusing on selected issues that are Council priorities for long-term success; reaching a common understanding about operations issues, roles, and responsibilities; and agreeing on a set of next steps.

She added that these objectives would be sought through the following tasks: defining and understanding our starting point; collaborating on long-term issues; discussing of effective leadership in a Council-Manager form of government; and defining of constructive communications between Council and staff.

Council and staff defined and discussed the unique strengths, weaknesses, opportunities, and threats (SWOT) facing the City:

STRENGTHS | growing tax base; quality of staff and department heads; location; size (small in a large Metroplex); regional partnerships (e.g., Tarrant County); development opportunities; diversity; citizens' sense of community; quality of the library; resilience; emergency protection (police and fire departments); and citizens' desire to see Kennedale become a thriving city

WEAKNESSES | loss of institutional knowledge; relating to the citizens as a whole; a small staff and high turnover leads to stress and uncertainty; being a small community in such a large metro area means residents sometimes expect a more robust service and program delivery than is feasible; low staff morale; lack of affordable housing; lack of citizen involvement; long-term financial stability; staff wears many hats; lack of 'economy of scale'; and limited land means there is limited opportunity for strategic growth

OPPORTUNITIES | increased sales tax revenue; City has built a good regional reputation over past decade, leading to opportunities to learn about and participate in regional programs or grants; new participants in government (council, staff, citizens); attracting more businesses; redevelopment; location in DFW; many highly skilled people in area; community events; transit; and the large number of cities to look to for best practices

THREATS | racetracks; salvage yards; infrastructure collapse; rising intergovernmental costs; rising tax burden on residents; forgetting what Kennedale means to residents; large cities on borders overwhelming us; sharing borders with areas with depressed economies; outside interests can influence a City that lacks a defined direction or plan; centralized planning; and regional population growth causes continually increased costs of limited resources (e.g., water)

Council and staff focused on the roles and responsibilities of the Mayor and Council, the staff, and the community in their efforts to build on these perceived strengths and opportunities and address the weaknesses and threats. Discussion also included the development of 'ground rules' for constructive communication, decision-making, and agreement-building.

IV. EXECUTIVE SESSION

There was no Executive Session at this time.

V. RECONVENE INTO OPEN SESSION, AND TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION, IF NEEDED

No action taken.

VI. ADJOURNMENT

The meeting was adjourned at 3:55 p.m.

APPROVED:

ATTEST:

BRIAN JOHNSON, MAYOR

LESLIE GALLOWAY, CITY SECRETARY

KENNEDALE CITY COUNCIL MINUTES

SPECIAL MEETING | July 7, 2017

**KENNEDALE PUBLIC LIBRARY COMMUNITY CENTER, 316 W 3RD STREET
REGULAR SESSION at 8:00 AM**

I. CALL TO ORDER

Mayor Johnson called the meeting to order at 8:12 a.m.

II. ROLL CALL

Present: Mayor Brian Johnson, Rockie Gilley (Place 1), Sandra Lee (Place 3), Kelly Turner (Place 4), Mayor Pro Tem Jan Joplin (Place 5)

Absent: Liz Carrington (Place 2)

Staff: City Manager George Campbell, City Secretary & Communications Coordinator Leslie Galloway, Human Resources Director Kelly Cooper, Finance Director Brady Olsen, Community Development Director Rachel Roberts, (Library Director Amanda King in audience)

III. LONG RANGE PLANNING AND GOAL SESSION

A. Presentation and discussions regarding the City's long range plans and establishing goals, objectives and priorities pertaining to current and future issues affecting the city, including but not limited to the following:

- Budget priorities;
- Water and sewer rates;
- Development and growth objectives;
- Race tracks; and
- Alternate sources of water.

Pursuant to the "Working Agenda" (attached), the following discussions took place:

City Manager George Campbell stated that staff needs to understand the current Council's desired direction for the community so that they can effectively move toward those goals.

Karen Walz, founder of Strategic Government Solutions, stated that this meeting was an opportunity for Council and staff to discuss the future of the community by: discussing issues, vision, and direction for the City; focusing on selected issues that are Council priorities for long-term success; reaching a common understanding about operations issues, roles, and responsibilities; and agreeing on a set of next steps. **It is noted in these minutes that consulting fee for the services of Strategic Government Solutions was \$14,000.**

She added that these objectives would be sought through the following tasks: defining and understanding our starting point; collaborating on long-term issues; discussing of effective leadership in a Council-Manager form of government; and defining of constructive communications between Council and staff.

Council and staff defined and discussed the unique strengths, weaknesses, opportunities, and threats (SWOT) facing the City:

STRENGTHS | growing tax base; quality of staff and department heads; location; size (small in a large Metroplex); regional partnerships (e.g., Tarrant County); development opportunities; diversity; citizens' sense of community; quality of the library; resilience; emergency protection (police and fire departments); and citizens' desire to see Kennedale become a thriving city

WEAKNESSES | loss of institutional knowledge; relating to the citizens as a whole; a small staff and high turnover leads to stress and uncertainty; being a small community in such a large metro area means residents sometimes expect a more robust service and program delivery than is feasible; low staff morale; lack of affordable housing; lack of citizen involvement; long-term financial stability; staff wears many hats; lack of 'economy of scale'; and limited land means there is limited opportunity for strategic growth

OPPORTUNITIES | increased sales tax revenue; City has built a good regional reputation over past decade, leading to opportunities to learn about and participate in regional programs or grants; new participants in government (council, staff, citizens); attracting more businesses; redevelopment; location in DFW; many highly skilled people in area; community events; transit; and the large number of cities to look to for best practices

THREATS | racetracks; salvage yards; infrastructure collapse; rising intergovernmental costs; rising tax burden on residents; forgetting what Kennedale means to residents; large cities on borders overwhelming us; sharing borders with areas with depressed economies; outside interests can influence a City that lacks a defined direction or plan; centralized planning; and regional population growth causes continually increased costs of limited resources (e.g., water)

Council and staff focused on the roles and responsibilities of the Mayor and Council, the staff, and the community in their efforts to build on these perceived strengths and opportunities and address the weaknesses and threats. Discussion also included the development of 'ground rules' for constructive communication, decision-making, and agreement-building.

IV. EXECUTIVE SESSION

There was no Executive Session at this time.

V. RECONVENE INTO OPEN SESSION, AND TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION, IF NEEDED

No action taken.

VI. ADJOURNMENT

The meeting was adjourned at 3:55 p.m.

APPROVED:

ATTEST:

BRIAN JOHNSON, MAYOR

LESLIE GALLOWAY, CITY SECRETARY

ATTACHMENT:
WORKING AGENDA
July 7, 2017

This meeting is scheduled to begin at 8:00 a.m. Breakfast will be provided beginning about 7:30 a.m. A working lunch will also be provided. It is an all-day session that is expected to last until about 6:00 p.m.

- Retreat Overview and Introductions
- Understanding Our Starting Point (strengths, weaknesses, opportunities and threats)
- Collaboration on Long-Term Issues
 - Quality of Municipal Services
 - Economic Development
 - City – Citizen Relationships
- Effective Leadership in a City Council – City Manager Government
- Constructive Communication
- Wrap Up and Next Steps
- Executive Session
- Adjourn



Staff Report to the Honorable Mayor and City Council

Date: August 21, 2017

Agenda Item No: REQUIRED APPROVAL ITEMS (CONSENT) - B.

I. Subject:

Consider approval of minutes from July 17, 2017 regular meeting

II. Originated by:

Leslie Galloway, City Secretary & Communications Coordinator

III. Summary:

Please see the attached minutes for your approval.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Minutes_2017_07.17	Minutes_DRAFT_07.17.2017.pdf
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KENNEDALE CITY COUNCIL MINUTES
REGULAR MEETING | July 17, 2017
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE
WORK SESSION - 5:30 PM
REGULAR SESSION - 7:00 PM

I. CALL TO ORDER

Mayor Johnson called the meeting to order at 5:34 p.m.

II. WORK SESSION

A. Overview and updates about the Texas Open Meetings and Public Information Acts

City Attorney Wayne Olson (TOASE) provided a presentation and review of the Open Government Update to include:

- Texas Open Meetings Act (Chapter 551 of the Texas Government Code)
- Texas Public Information Act (Chapter 552 of the Texas Government Code)
- Disclosure of Certain Relationships (Chapter 176 of the Texas Government Code)
- Disclosure of Interested Parties (Sec. 2252.908 of the Texas Government Code)
- Conflicts of Interest (Chapter 171 of the Texas Government Code)

B. Receive a report, hold a discussion, and provide staff direction regarding an amendment to the water and sewer rate schedules

This report was postponed until Regular Session (Decision Item A).

C. Discussion of items on regular agenda

Nothing was discussed at this time.

III. REGULAR SESSION

Mayor Johnson opened the regular session at 7:05 p.m.

IV. ROLL CALL

Present: Mayor Brian Johnson, Rockie Gilley (Place 1), Sandra Lee (Place 3), Kelly Turner (Place 4), Mayor Pro Tem Jan Joplin (Place 5); **Absent:** Liz Carrington (Place 2)

Staff: City Manager George Campbell, Deputy City Secretary Kathy Moore, Human Resources Director Kelly Cooper, Finance Director Brady Olsen, Community Development Director Rachel Roberts, Police Chief Tommy Williams, Public Works Director Larry Ledbetter, Public Works Superintendent Larry Hoover, City Attorney Wayne Olson, EDC Director Jack Thompson

V. INVOCATION

Pastor Greg Adams of Covenant Life Baptist Church provided the invocation.

VI. UNITED STATES PLEDGE AND TEXAS PLEDGE

VII. VISITOR/CITIZENS FORUM

At this time, Mayor Johnson read aloud and presented a proclamation to Loretta Hulce in honor of her 100th birthday. *(This item was taken out of order; appears on the agenda under Reports/Announcements.)*

1. Andrew Schaffer, Arlington, stated that he is in the process of building a home at 1045 Fox Wood in Kennedale, and asked the Council to consider developing the land currently occupied by the racetrack for residential neighborhoods, as it would add to the property tax revenue.

2. Greg Adams, 704 Crestview Drive, stated that it had been announced on social media that Texas Raceway was approved to reopen, but that there had been no public action, debate, or discussion by Council. He stated that the Council needed to continue valuing transparency. He proposed that a study be conducted to look at how not developing this property might affect property and sales tax revenue and loss of business.

3. Frank Fernandez, 911 Shady Vale Drive, stated that in June Texas Raceway announced that they would be reopening, and asked when Council held a meeting to approve that.

4. John Hivale, 418 Coker Valley Drive, called for a study of the Economic Development Corporation (EDC) financials, including potential conflicts of interests.

5. Chris Pugh, 715 Timberline Drive, spoke in support of the \$0.33 trash rate increase requested by Progressive Waste (WC of Texas). He added that the City offers many services, and not every household will utilize everything offered, but the community shares the cost for all, regardless. He requested that the City continue the recycling program.

VIII. REPORTS/ANNOUNCEMENTS

A. Updates from the City Council

- **Sandra Lee (Place 3)** stated that she attended a minority small business meeting in Mansfield and a TML (Texas Municipal League) workshop for Newly Elected Officials.
- **Mayor Pro Tem Jan Joplin (Place 5)** stated that she met with department heads; attended EDC, BOA, and KKB meetings; attended a Council and staff workshop; attended the TML Workshop with Sandra; and attended the Senior Center's Summer of Seventeen event and the Bird Workshop.

B. Updates from the Mayor

- Proclamation presentation in recognition of Watch Your Car Month
- Proclamation in recognition of the 100th Birthday of Loretta Hulce
(This item was taken out of order, preceding the Visitor/Citizen Forum.)
- Mayor Johnson stated that he spent the last week at Camp Hope, which is a camp for children who have experienced domestic violence. He noted that they had 100 participants, double the number of previous years, and that you can donate to this cause through One Safe Place.
- Mayor Johnson stated that he attended the first community theater meeting, adding that they will have their first production, *The Music Man*, in April 2018 in TownCenter Park.

- Mayor Johnson stated that he attended the Council-Staff Retreat, and stated that staff is doing more and wearing many hats and their dedication should be appreciated.
- The Mayor read and presented a Proclamation to the Tri-County Auto Theft Task Force in honor of July being named Watch Your Car Month.

C. Updates from the City Manager

There were no updates from the City Manager at this time.

IX. MONITORING INFORMATION

The related documents were included in the packet for Council review. There was no discussion of these items at this time.

A. Monthly Financials – June 2017

X. INCIDENTAL ITEMS

XI. REQUIRED APPROVAL ITEMS (CONSENT)

Council member Gilley requested that item D be removed from the consent agenda for separate consideration. Council member Joplin requested that items B and C be removed from the consent agenda for separate consideration.

A. Consider approval of minutes from June 19, 2017 regular meeting

Motion To approve the minutes from the June 19, 2017 Regular Meeting. **Action** Approve, **Moved By** Jan Joplin, **Seconded By** Sandra Lee.

Motion passed Unanimously

B. Consider approval of minutes from July 7, 2017 special meeting

Mayor Pro Tem Jan Joplin requested that approval of the minutes from the August 7, 2017 Special Meeting be postponed, pending corrections to the verbiage. Council agreed.

No official motion was made on this item.

C. Approve Schedule of Investment Activity for quarter ending June 30, 2017

Finance Director Brady Olsen provided an overview of the report and answered questions.

Motion To approve the Schedule of Investment Activity for quarter ending June 30, 2017.

Action Approve, **Moved By** Jan Joplin, **Seconded By** Kelly Turner.

Motion passed Unanimously

D. Consider authorizing City Manager to enter into a contract for Professional Auditing Services, pursuant to engagement letter

There was some discussion about the length of time the City had contracted with Pattillo, Brown, & Hill for auditing services and whether it would be feasible to contract a third-party firm to

perform additional auditing services. City Manager George Campbell advised Council that it would be possible, but would, of course, come with added costs.

Motion To authorize the City Manager to enter into a contract for Professional Auditing Services, pursuant to engagement letter. **Action** Approve, **Moved By** Kelly Turner, **Seconded By** Sandra Lee.

Motion passed with a vote of 3-1; with Rockie Gilley voting against approval.

XII. DECISION ITEMS

A. Hold a Public Hearing and consider adoption of Ordinance 633, revising the rates for water service and sanitary sewer service

1. Staff presentation
2. Public hearing
3. Staff response and summary
4. Action or direction by the City Council

Mayor Johnson noted that the presentation was not done during the Work Session, as was called for by the Agenda.

Finance Director Brady Olsen provided a presentation that included a history of the situation and a detailed breakdown of the Water and Wastewater rate options being considered, including:

- Timeline of Relevant Events
- FY16-17 Water Fund Budget Snapshot
- Government Resource Associates (GRA) Report Findings
- Working Capital Calculations
- June 19, 2017 Policy Discussions
- Policy Assumptions Included in Rate Proposals
- History of Water/Wastewater Rate Changes
- How Utility Rates Work
- The Three Current Rate Proposals
- Impact of Each Potential Rate Change

Mayor Johnson opened the Public Hearing.

1. John Hivale, 418 Coker Valley Drive, stated that the amount of information was overwhelming. He added that the \$4.5M revenue seems to be consistent with all three options. He requested that staff present additional workable numbers and allow more discussion, but in the meantime, asked that Council reduce by a specific percent across the board.

2. Lary Adkins, 619 Averett Road, feels the Water Fund has been used for unrelated projects, including the TIRZ and EDC. He stated that he supports the Council in reducing the rates more slowly because the alternative would likely be new taxes. He added that the City is not

adequately focusing on overall problems and he is against more development.

3. Andrew Schaffer, Arlington, stated that he is building a home at 1045 Fox Wood in Kennedale and that he is a tax attorney. He provided handouts to Council with his findings for the three options that are being considered. He acknowledged staff's estimate that Option Two would leave the fund at a \$600,000 deficit. He provided his suggestions to Council and stated that he looked forward to being a Kennedale resident.

4. Chris Pugh, 715 Timberline Drive, questioned who put together the committee that provided Option Two for the water rates, and on what authority. Councilmember Rockie Gilley stated that it was merely a fresh set of eyes looking at an old problem. Pugh stated that Option Two leaves the City with a \$600,000 deficit, and added that we need to look at where we are currently and look forward, rather than conducting a look-back analysis.

5. Greg Adams, 704 Crestview Drive, questioned why this was not sent to the Utility and Infrastructure Board (UIB) for review. He added that Option Two was discussed with the previous Water Rate Review Committee. He questioned how Council plans to address the deficit – possibly a tax increase or police and fire cuts. Councilmember Gilley stated that he would like to review what makes up the deficit before making any decisions.

6. Frank Fernandez, 911 Shady Vale Drive, stated that he was part of the old guard that he feels is being blamed and that he feels insulted. Fernandez stated that the new Councilmembers ran on promises of rolling the rates back to 2013 levels, but that's not been done.

7. John Clark, 100 Meadowlake Court, stated that we are putting things out of order, and not allowing the public enough time for discussions. He asked how the Council can look at putting new water rates into effect, without first seeing the full budget for next year. He stated that discussions about how to gap the deficit need to take place first; that everyone wants a water rate reduction, but the rate change options being proposed are not financially viable. He urged Council to not only look at today, but rather years down the road.

Mayor Johnson closed the Public Hearing.

Finance Director Brady Olsen provided some customer statics to the Council, including the fact that 1" meters make up less than 10% of customers. He closed by restating that staff recommends Option One (maintaining the current rates) first and Option Three (staff's rate proposal) second. He stated that staff recommends against Option Two (rate structure proposed by citizen), as staff believes it would be fiscally damaging to the fund.

Councilmember Turner pointed out that acting too quickly would, in his opinion, be making the same mistake as had been made by Council when adopting the initial rate increase. He suggested that Council take the time to have more discussion and see the budget numbers before making a decision.

City Manager George Campbell noted that the first presentation on the FY17-18 Budget would

be Friday, August 11.

Motion To postpone action until after the August 11 Special Meeting on the City Manager's Budget Proposal. **Action** Postpone, **Moved By** Kelly Turner, **Seconded By** Jan Joplin.

Motion passed with a vote of 3-0; with Rockie Gilley abstaining; and None voting against approval.

XIII. EXECUTIVE SESSION

Mayor Johnson recessed into Executive Session at 9:30 pm

A. The City Council will meet in closed session pursuant to Section 551.071 of the Texas Government Code for consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion of any item posted on the agenda.

- Texas Raceway Development Agreement
- Altom claim regarding drainage easement at 1033 and 1041 Estates Drive
- Agreement between Kennedale Economic Development Corporation and Kennedale Development Partners, Series LLC regarding a loan and reimbursement for tenant improvements in Building 1 of Kennedale TownCenter, located at 201 W Kennedale Parkway

XIV. RECONVENE INTO OPEN SESSION, AND TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION, IF NEEDED

Mayor Johnson reconvened into Open Session at 10:45 p.m.

Motion To approve the EDC agreements with Kennedale Development Partners. **Action** Approve, **Moved By** Kelly Turner, **Seconded By** Sandra Lee.

Motion passed with a vote of 3-0; with Rockie Gilley abstaining; and None voting against approval.

XV. ADJOURNMENT

Motion To adjourn. **Action** Adjourn, **Moved By** Kelly Turner, **Seconded By** Rockie Gilley. **Motion passed Unanimously.**

Mayor Brian Johnson adjourned the meeting at 10:49 p.m.

APPROVED:

ATTEST:

BRIAN JOHNSON, MAYOR

LESLIE GALLOWAY, CITY SECRETARY

Staff Report to the Honorable Mayor and City Council

Date: August 21, 2017

Agenda Item No: REQUIRED APPROVAL ITEMS (CONSENT) - C.

I. Subject:

Consider adopting Ordinance 634, amending Parks and Recreation Board rules and regulations

II. Originated by:

Larry Hoover, Streets and Parks Supervisor

III. Summary:

At their regular meeting on June, 7, 2017, the Parks and Recreation Board instructed staff to add clarification to the rules and regulations (bylaws) to ensure the members would not take it upon themselves to enforce park rules, but would instead report violations to the proper authorities so that issues could be discussed and recommendations or actions be made as a board.

Staff reviewed the code and added the verbiage that is underlined in the attached Ordinance (and below).

FIRST CHANGE

Current: §16-13: Powers and Duties (A) This board is advisory only and shall not have any decision making authority.

Proposed: §16-13: Powers and Duties (A) This board is advisory only and shall not have any decision making authority or enforcement authority.

SECOND CHANGE

Current: §16-13: Powers and duties (B)(5) To recommend general rules and regulations governing use of parks, open spaces, community recreational facilities and buildings;

Proposed: §16-13: Powers and duties (B)(5) To recommend general rules and regulations governing use of parks, open spaces, community recreational facilities and buildings and report any violations to the proper authorities;

After a brief discussion, the Parks Board voted unanimously to recommend to the City Council to have the Rules and regulations amended to include these two changes.

History of Parks and Recreation Board Ordinances

- **Established** by Ord. No. 523 on July 11, 2013
- **Amended** by Ord. No. 531 on September 12, 2013 (changed compensation from \$5.00 to \$1.00 per meeting for members of the Parks Board (and others))
- **Amended** by Ord. No. 556 on October 13, 2014 (to change the number of places on the Parks Board from nine to seven, and the quorum count from five members to four)

There is a link to view the current code regarding this board at www.cityofkennedale.com/prb.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	CurrentConsideration_O634 Park Board Amendments	ORDINANCE 634 Parks Board Amendment redline edits FINAL.pdf
2.	Historical_Establishing Ordinance (523)	O523.pdf

ORDINANCE NO. 634

AN ORDINANCE AMENDING CHAPTER 16, ARTICLE II, "PARKS AND RECREATION BOARD," SECTION 16-13, OF THE CODE OF ORDINANCES OF THE CITY OF KENNEDALE, TEXAS, AS AMENDED, BY AMENDING THE POWERS AND DUTIES OF MEMBERS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kennedale, Texas is a 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; and

WHEREAS, the City Council previously adopted an ordinance providing for the creation and appointment of a Parks and Recreation Board; and

WHEREAS, the City Council now desires to amend said ordinance to revise the powers and duties of members;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, THAT:

SECTION 1.

Chapter 16, Article II, Section 16-13 of the Kennedale City Code is hereby amended to read as follows:

"Sec. 16-13. Powers and Duties.

- (a) This board is advisory only and shall not have any decision-making authority or enforcement authority.
- (b) The board shall have the following duties:
 - (1) To make studies and project plans for the improvement and acquisition of public parks and open spaces with a view of park development and extension, and to recommend all matters for the development and advancement of the city parks and open space facilities, layout and appearance, and to perform the duties of advance planning for future acquisition and development of potential park and open space lands;
 - (2) To aid and assist the city in the procuring of financial and other aids and assistance for the city from the state and federal governments and their

agencies for each and all of the purposes herein enumerated;

(3) To act with and assist all other municipal boards, governmental agencies, regional associations and especially the city council in formulating proper plans for municipal park and open space development;

(4) To plan and recommend the location, plan, and extent of city parks, playgrounds, and other public grounds and public improvements for the location and planning of public buildings, schools, and other properties, and of recreational facilities including those public and privately owned improvements for water, lights, sanitation, sewer disposal, and drainage;

(5) To recommend general rules and regulations governing use of parks, open spaces, community recreational facilities and buildings and report violations of rules and regulations to the proper authorities;

(6) To recommend plans for improving, developing, expanding and beautifying the parks and public buildings in or adjacent to the city and to cooperate with the city council and other agencies of the city in advising, establishing, locating, improving, selecting, expanding and maintaining the public parks, playgrounds and lakes for public recreation;

(7) To recommend programs and community events to the city council, to originate, plan and coordinate recreation programs and community events for all segments of the population throughout all seasons of the year. Efforts by the board should be made to assure that all recommendations will utilize existing facilities and organizations to provide recreational, leisure, and community event activities to the citizens. The board should concern itself with the possibilities of gaining cooperative use of noncity-owned facilities and implementing proven programs to attract participants for recreational activities.

(8) To accomplish these duties, the board may establish subcommittees as necessary. Any subcommittee shall be chaired by a Parks and Recreation Board member, and an unspecified number of community volunteers may be chosen by the commission as working subcommittee members.”

SECTION 2.

This Ordinance shall be cumulative of all other ordinances of the City of Kennedale, and shall not repeal any of the provisions of such ordinance except in those instances when a provision of such ordinances are in direct conflict with the provisions of this ordinance, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 3.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs or sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4.

This ordinance shall be in full force and effect from and after its passage and it is so ordained.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, THIS THE 21ST DAY OF AUGUST, 2017.

APPROVED:

MAYOR, BRIAN JOHNSON

[CITY SEAL]

ATTEST:

CITY SECRETARY, LESLIE GALLOWAY

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY, WAYNE OLSON

ORDINANCE NO. 523

AN ORDINANCE AMENDING CHAPTER 16, ARTICLE II, "PARKS AND RECREATION BOARD", OF THE CODE OF ORDINANCES OF THE CITY OF KENNEDALE, TEXAS, AS AMENDED, BY ESTABLISHING NEW SECTIONS PROVIDING FOR CREATION AND PURPOSE, MEMBERSHIP, ORGANIZATION, RULES AND REQUIREMENTS, AND POWERS AND DUTIES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kennedale is a 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; and

WHEREAS, the City Council previously adopted an ordinance providing for the creation and appointment of the Parks and Recreation Board; and

WHEREAS, the City Council now desires to amend said ordinance to revise the provisions regarding membership on the board.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS:

SECTION 1.

Chapter 16, Article II of the Kennedale City Code is hereby amended in its entirety to read as follows:

"ARTICLE II. PARKS AND RECREATION BOARD

Sec. 16-10. Creation and Purpose.

There is hereby created and established a parks, and recreation board. Such board shall be officially designated as the Parks and Recreation Board of the City of Kennedale, Texas. The board shall provide recommendations and advice to the city council on policies, projects, and other matters pertaining to parks, recreation, public space, and community events in the City of Kennedale

Sec. 16-11. Membership.

(a) Appointed by majority vote of the City Council, this board shall consist of nine (9) regular members designated by Places 1 through 9. Appointments shall take place in October of each year, with Places 1, 3, 5, 7, and 9 appointed in odd numbered years and Places 2, 4, 6, and 8 appointed in even numbered years. The term for each place shall be two (2) years. Members must meet the following qualifications:

- (1) Be a registered voter of the city;

- (2) Shall have resided in the corporate limits of the city for at least one (1) year; and
 - (3) Continue residency in the city during the term of office.
- (b) The City Council shall appoint a replacement to fill any vacancy for the unexpired term of the members whose place has become vacant.
- (c) The City Council shall have the authority to remove any member at any time, with or without cause.

Sec. 16-12. Organization, Rules, and Requirements.

- (a) By November of each year, the membership shall determine, by simple majority vote, a chair and a vice chair. The terms of the chair and vice chair shall be one (1) year. It will be the duty of the Chair to preside over meetings and to assist in setting meeting agendas. If the chair is absent the vice chair shall assume the duties of that office.
- (b) Members of the board shall meet at least ten (10) times per year, on a regular day and time selected by its members. The chair may call special meetings as necessary.
- (c) The board shall conduct meetings and govern its proceedings according to the City Council's adopted rules of order, abide by the Texas Open Meetings Law, and shall keep a record of its proceedings, including votes and attendance, and shall submit these records to the City Secretary's Office.
- (d) Members of the board shall not take any action unless a quorum is present. A quorum shall consist of five (5) members. Each member, including the Chair, is entitled to one (1) vote, and action of the board shall require a majority of those members present.
- (e) The City Manager shall designate a city employee to serve as staff liaison to the board.
- (f) Members of the board shall receive five dollars (\$5.00) for each regular meeting attended as compensation for the performance of their duties, but no compensation shall be paid for special meetings. In addition, members may receive reimbursement of authorized expenses attendant to the performance of their duties.

Sec. 16-13. Powers and Duties.

- (a) This board is advisory only and shall not have any decision-making authority.
- (b) The board shall have the following duties:
- (1) To make studies and project plans for the improvement and acquisition of public parks and open spaces with a view of park development and extension, and to recommend all matters for the development and advancement of the city parks and open space facilities, layout and appearance, and to perform the duties of advance planning for future acquisition and development of potential park and open space lands;

- (2) To aid and assist the city in the procuring of financial and other aids and assistance for the city from the state and federal governments and their agencies for each and all of the purposes herein enumerated;
- (3) To act with and assist all other municipal boards, governmental agencies, regional associations and especially the city council in formulating proper plans for municipal park and open space development;
- (4) To plan and recommend the location, plan, and extent of city parks, playgrounds, and other public grounds and public improvements, for the location and planning of public buildings, schools and other properties, and of recreational facilities, including those public and privately owned improvements for water, lights, sanitation, sewer disposal, and drainage;
- (5) To recommend general rules and regulations governing use of parks, open spaces, community, recreational facilities and buildings;
- (6) To recommend plans for improving, developing, expanding and beautifying the parks and public buildings in or adjacent to the city and to cooperate with the city council and other agencies of the city in advising, establishing, locating, improving, selecting, expanding and maintaining the public parks, playgrounds and lakes for public recreation;
- (7) To recommend programs and community events to the city council, to originate, plan and coordinate recreation programs and community events for all segments of the population, throughout all seasons of the year. Efforts by the board should be made to assure that all recommendations will utilize existing facilities and organizations to provide recreational, leisure, and community event activities to the citizens. The board should concern itself with the possibilities of gaining cooperative use of noncity-owned facilities and implementing proven programs to attract participants for recreational activities.
- (8) To accomplish these duties, the board may establish subcommittees as necessary. Any subcommittee shall be chaired by a Parks and Recreation Board member, and an unspecified number of community volunteers may be chosen by the commission as working subcommittee members."

Secs. 16-14 - 16-19. Reserved."

SECTION 2.

The two alternates serving on the board at the time of this Ordinance's approval shall serve as regular members until October 2013 or until his or her successor is appointed by the City Council.

SECTION. 3

This Ordinance shall be cumulative of all other ordinances of the City of Kennedale, and shall not repeal any of the provisions of such ordinance except in those instances when

provisions of such ordinances are in direct conflict with the provisions of this ordinance, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 4.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 5.

This ordinance shall be in full force and effect from and after its passage and it is so ordained.

PASSED AND APPROVED on this 11th day of July, 2013.



Mayor, John Clark

Attest:



Amethyst G. Cirino, City Secretary

Effective Date: 7 / 11 / 2013

Approved As To Form And Legality:



Wayne Olson, City Attorney



Staff Report to the Honorable Mayor and City Council

Date: August 21, 2017

Agenda Item No: REQUIRED APPROVAL ITEMS (CONSENT) - D.

I. Subject:

Consider adoption of Resolution 514, terminating participation in the Fort Worth–Tarrant County Emergency Plan and joining the Tarrant County Emergency Management Plan

II. Originated by:

Mike McMurray, Fire Chief

III. Summary:

The City of Kennedale currently utilizes the Fort Worth–Tarrant County Emergency Plan. The City of Fort Worth and Tarrant County will adopt separate Emergency Management Plans on September 1, 2017. Kennedale (and all other cities in Tarrant County now utilizing the Fort Worth–Tarrant County Emergency Plan) must adopt the Tarrant County Emergency Management Plan (EMP) or a local TDEM-approved emergency plan by September 1, 2017.

Staff recommends joining the Tarrant County Emergency Management Plan, which is included in your packet for review. If adopted, Resolution 514 would terminate our participation in the Fort Worth–Tarrant County Emergency Plan and join the Tarrant County Emergency Management Plan.

Tarrant County Emergency Management Plan (EMP) & Annexes

Emergencies and disasters such as hurricanes, floods, tornadoes, terrorist activities, fires, explosions, transportation accidents, infectious diseases, and other potential hazards continuously threaten Texas and its citizens. In response to such threats, state law requires every political subdivision in Texas to prepare and keep current a local or inter-jurisdictional emergency operations plan.

Originally drafted in the 1980s, the Fort Worth–Tarrant County Emergency Plan was established as an inter-jurisdictional venture to align with the way each organizational structure was dependent upon the other. As time passed and each emergency management program evolved, the need materialized for each entity to dissolve the City/County plan and each create their own separate plan.

After a lengthy planning and revision process, the Tarrant County Office of Emergency Management has finalized the Tarrant County Emergency Management Plan with the goal to be recognized and awarded with the Advanced Level of Preparedness to ensure eligibility for grants in the future. This plan outlines the approach to emergency operations, and is applicable to Tarrant County and participating cities to include: Azle, Blue Mound, Crowley, Dalworthington Gardens, Edgecliff Village, Everman, Grapevine, Haslet, Hurst, Keller, **Kennedale**, Lake Worth, Lakeside, North Richland Hills, Pelican Bay, River Oaks, Saginaw, Sansom Park, Westlake, Westover Hills, Westworth Village, and White Settlement. The City of Fort Worth will continue to maintain its own separate plan.

The Tarrant County Emergency Management Plan provides general guidance for emergency management activities and an overview of Tarrant County's methods of mitigation, preparedness, response, and recovery. The plan describes emergency response organization and assigns

responsibilities for various emergency tasks. This plan is intended to provide a framework for more specific functional annexes that describe in more detail: who does what, when, and how. This plan applies to all local officials, departments, and agencies. The primary audience for the document includes our chief elected official(s), the emergency management staff, department and agency heads and their senior staff members, leaders of local volunteer organizations that support emergency operations, and others who may participate in our mitigation, preparedness, response, and recovery efforts.

Once adopted by all participating jurisdictions, Tarrant County Office of Emergency Management will begin the process of revising the plan/annexes.

IV. Fiscal Impact Summary:

V. Legal Impact:

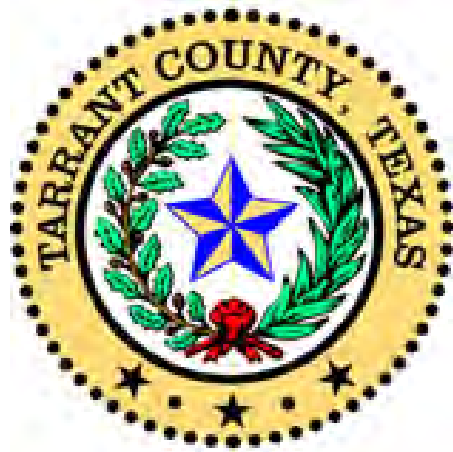
VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Tarrant County Emergency Management Plan 04.22.2015	Tarrant County Emergency Management Plan 04.22.2015.pdf
2.	R514_EmergencyPlanAdoption	R514 Emergency Plan Adoption_FINAL.pdf



TARRANT COUNTY

EMERGENCY MANAGEMENT PLAN

BASIC PLAN

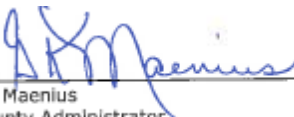
APPROVAL & IMPLEMENTATION

The Tarrant County Emergency Management Plan

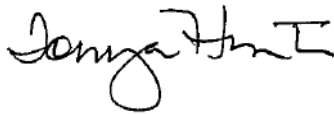
This Emergency Management Plan is hereby approved. This plan is effective immediately and supersedes all previous editions.


B. Glen Whitley
County Judge

April 22, 2015
Date


GK Maenius
County Administrator

April 22, 2015
Date



Tonya Hunter, CEM, TEM
Emergency Management Coordinator

March 11, 2015

Date

RECORD OF CHANGES

[illegible]

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BASIC PLAN

I. AUTHORITY

A. Federal

1. Robert T. Stafford Disaster Relief & Emergency Assistance Act, (as amended), 42 U.S.C. 5121
2. Emergency Planning and Community Right-to-Know Act, 42 USC Chapter 116
3. Emergency Management and Assistance, 44 Code of Federal Regulations (CFR)
4. Hazardous Waste Operations & Emergency Response, 29 CFR 1910.120
5. Homeland Security Act of 2002
6. Homeland Security Presidential Directive. *HSPD-5*, Management of Domestic Incidents
7. Homeland Security Presidential Directive, *HSPD-3*, Homeland Security Advisory System
8. National Incident Management System (NIMS)
9. National Response Framework
10. National Strategy for Homeland Security, July 2002
11. Nuclear/Radiological Incident Annex of the National Response Framework
12. Presidential Policy Directive 8- National Preparedness

B. State

1. Government Code, Chapter 418 (Emergency Management)
2. Government Code, Chapter 421 (Homeland Security)
3. Government Code, Chapter 433 (State of Emergency)
4. Government Code, Chapter 791 (Inter-local Cooperation Contracts)
5. Health & Safety Code, Chapter 778 (Emergency Management Assistance Compact)
6. Executive Order of the Governor Relating to Emergency Management
7. Executive Order of the Governor Relating to the National Incident Management System
8. Administrative Code, Title 37, Part 1, Chapter 7 (Division of Emergency Management)
9. *Texas Homeland Security Strategic Plan*, Parts I and II, December 15, 2003
10. *Texas Homeland Security Strategic Plan*, Part III, February 2004

C. Local

1. Resolution, Court Order, 50529, 10/16/1958. The Office of Civil Defense of Fort Worth and Tarrant County, Texas performs a service for the entire County of Tarrant and has prepared a Preliminary Operational Survival Plan

for the Target Area of Tarrant County wherein the basic concept of emergency government operations.

2. Court Order: 42978, 11/26/1973, Identification of Flood Plain Areas as part of the National Flood Insurance Program (NFIP) for Tarrant County.
3. Court Order: 58828, 08/27/1987, Additional Communications Request from the City of Fort Worth Office of Emergency Management.
4. Tarrant County agreement with Fort Worth for the provision of Emergency Management under the City of Fort Worth Office of Emergency Management, Commissioner's Court Order #58675 dated 7/27/1987.
5. Tarrant County adopted a joint resolution and authorized execution of an inter-jurisdictional emergency management program agreement establishing the Fort Worth – Tarrant County Inter-Jurisdictional Agency for Emergency Management. This joint resolution included the cities of Blue Mound, Dalworthington Gardens, Edgecliff Village, Haslet, Kennedale, Lakeside, Lake Worth, Pantego, Pelican Bay, Sansom Park, Westlake, Westover Hills, and Westworth Village, Commissioner's Court 58675, dated 6/1/1989.
6. Court Order: 65397, 04/23/1991, Contract between the City of Fort Worth and Tarrant County for Emergency Management Services.
7. Adoption of Fort Worth – Tarrant County Emergency Management Plan, Commissioner's Court Order #70837, dated 6/21/1994.
8. Court Order: 78270, 04/14/1998, Appointment of Tarrant County Fire Marshal under Texas Local Government Code, Section 352.001 established the Office of County Fire Marshal.
9. Court Order: 82684, 04/04/2000, Tarrant County Local Declaration of Disaster for March 28, 2000 tornado that caused tremendous physical and economic losses.
10. Court Order: 88095, 07/23/2002, Resolution supporting Tarrant County's Participation in the North Central Texas Council of Government's Regional Emergency Management Planning Program.
11. Joint Resolution between Tarrant County and the City of White Settlement, Commissioner's Court Order #93498, dated 8/31/2004.
12. Joint Resolution between Tarrant County and the City of River Oaks, Commissioner's Court Order #95009, dated 3/22/2005.
13. Joint Resolution between Tarrant County and the City of Everman, Commissioner's Court Order #95337, dated 4/12/2005.
14. Court Order: 96092, 08/23/2005, Tarrant County Adoption of the National Incident Management System in accordance with HSPD-5 Homeland Security Presidential Directive – 5.
15. Disaster Declaration for Tarrant County due to significant sheltering operations for Hurricane Katrina from August 28th through mid-September 2005 from the State of Louisiana.
16. Disaster Declaration for Tarrant County due to significant sheltering operations for Hurricane Rita from September 18 through early October 2005 from the Texas Gulf Coast.
17. Joint Resolutions between Tarrant County and the Cities of Azle, Keller, and Saginaw, Commissioner's Court Order #100221, dated 3/27/2007.

- 18.Court Order: 100421, 04/24/2007 Disaster Declarations for Severe Thunderstorms and Flooding occurred on March 30th and April 13th that caused significant individual, physical and economic losses in Tarrant County.
- 19.Court Order: 100565, 05/15/2007, Approval to Update the Tarrant County Local Emergency Planning Committee General Membership List and Chairpersons Appointment for Submission to the State Emergency Response Commission.
- 20.Court Order: 102960, 04/29/2008, Disaster Declaration of Disaster due to severe thunderstorms, severe winds, tornadoes, flooding that occurred on April 23, 2008.
- 21.Disaster Declaration for Tarrant County for significant shelter operations for Hurricane Gustav from August 25 through Mid-September 2008 for evacuees from Louisiana.
- 22.Disaster Declaration for Tarrant County for significant shelter operations for Hurricane Ike from September 1st through Mid-September 2008 for evacuees from the Texas Gulf Coast.
- 23.Court Order: 104534, 12/9/2008, Approval of a Resolution Adopting the Fort Worth Hazard Mitigation Plan that represent the unincorporated areas of Tarrant County, 19 out of the 41 jurisdictions represented in the Hazard Mitigation Plan.
- 24.Court Order: 104856, 02/03/2009, Approval revising Amendment 1 to the Inter-local Agreement for Emergency Management with the City of Fort Worth to establish the creation of the Tarrant County Office of Emergency Management and designation of the Tarrant County Emergency Management Coordinator.
- 25.Court Order: 105584, Declaration of Disaster for Tarrant County For H1N1 Influenza.
- 26.Court Order: 107929, 04/27/2010, Approval of National Flood Insurance Program's Community Rating System Application to the Federal Emergency Management Agency to reduce flood losses, facilitate accurate insurance rating and promote the awareness of flood insurance in Tarrant County.
- 27.Court Order: 108488, 08/03/2010, Approval of 2010 Membership to the Tarrant County Local Emergency Planning Committee (LEPC).
- 28.Disaster Declaration for Tropical Storm Hermine (causing widespread flooding from Guatemala to Oklahoma) from 9/8-9/9/2010 flooding occurred causing damage throughout Tarrant County.
- 29.Joint Resolution between Tarrant County and the City of Hurst, Commissioner's Court Order #109022, dated 9/28/2010.
- 30.Court Order: 109311, 11/23/2010, Approval of an Inter-local Agreement with the City of Fort Worth to provide funding for the Joint Emergency Operations Center (JEOC) Project.
- 31.Court Order: 112555, 04/10/2012, Declaration of Disaster for tornadoes impacting Tarrant County on April 3, 2012.
- 32.Joint Resolution between Tarrant County and the City of North Richland Hills, Commissioner's Court Order #114212, dated 11/27/2012.
- 33.Joint Resolution between Tarrant County and the City of Crowley, Commissioner's Court Order #115515, dated 7/2/2013.

34. Court Order: 116819, 12/27/2013, Disaster Declaration for Tarrant County due to Winter Storm / Ice Storm that occurred from December 5-10, 2013 that resulted in impassable roads, transportation accidents, damage to critical infrastructure such as roads and bridges, caused numerous closures that impacted citizens, businesses and the economy within Tarrant County.
35. Court Order: 117392, 04/01/2014 utilize Nixle 360 as internal utilization for providing emergency notification / messaging to county employees (Emergency Notification System).
36. Joint Resolution between Tarrant County and the City of Grapevine, Commissioner's Court Order #118104, dated 7/29/2014.
37. Inter-local Agreements & Contracts. See the summary in Attachment 6.

II. PURPOSE

This Basic Plan outlines the approach to emergency operations, and is applicable to Tarrant County and participating cities to include Azle, Blue Mound, Crowley, Dalworthington Gardens, Edgecliff Village, Everman, Grapevine, Haslet, Hurst, Keller, Kennedale, Lake Worth, Lakeside, North Richland Hills, Pelican Bay, River Oaks, Saginaw, Sansom Park, Westlake, Westover Hills, Westworth Village, and White Settlement.

The following communities are currently maintaining their own Emergency Management Plan and participating in the Tarrant County planning efforts with the goal of joining the Tarrant County Emergency Management Plan once the plan has been completed, approved by the Texas Division of Emergency Management and Tarrant County Commissioner's Court, these cities intend to join the Tarrant County Emergency Management Plan. These cities include Bedford, Benbrook, Colleyville, Euless, Forest Hill, Mansfield, Pantego, Richland Hills, and Watauga.

The Tarrant County Emergency Management Plan provides general guidance for emergency management activities and an overview of Tarrant County's methods of mitigation, preparedness, response, and recovery. The plan describes emergency response organization and assigns responsibilities for various emergency tasks. This plan is intended to provide a framework for more specific functional annexes that describe in more detail who does what, when, and how. This plan applies to all local officials, departments, and agencies. The primary audience for the document includes our chief elected official(s), the emergency management staff, department and agency heads and their senior staff members, leaders of local volunteer organizations that support emergency operations, and others who may participate in our mitigation, preparedness, response, and recovery efforts.

Jurisdiction	Planning Details
Aledo	Parker County EMP
Arlington	Maintaining the City of Arlington EMP
Azle	03/27/2007
Bedford	To be added in 2015
Benbrook	To be added in 2015
Blue Mound	06/01/1989

Burleson	Maintaining the City of Burleson EMP
Colleyville	To be added in 2015
Cresson	
Dalworthington Gardens	06/01/1989
Edgecliff Village	06/01/1989
Eules	To be added in 2015
Everman	04/12/2005
Flower Mound	Maintaining the City of Flower Mound EMP
Forest Hill	To be added in 2015
Fort Worth	Developing a City of Fort Worth EMP in 2015
Grand Prairie	Maintaining the City of Grand Prairie EMP
Grapevine	07/29/2014
Haltom City	Maintaining the City of Haltom City EMP
Haslet	06/01/1989
Hurst	09/28/2010
Keller	03/27/2007
Kennedale	06/01/1989
Lake Worth	06/01/1989
Lakeside	06/01/1989
Mansfield	To be added in 2015
Newark	On the Wise County EMP
North Richland Hills	11/27/2012
Pantego	To be added in 2015
Pelican Bay	06/01/1989
Reno	On the Wide County EMP
Rhome	On the Wise County EMP
River Oaks	03/22/2005
Richland Hills	To be added in 2015
Saginaw	03/27/2007
Southlake	Maintaining the Southlake EMP
Sansom Park	06/01/1989
Tarrant County	06/01/1989
Trophy Club	Maintaining the Trophy Club EMP
Watauga	To be added in 2015
Westlake	06/01/1989
Westover Hills	06/01/1989
Westworth Village	06/01/1989
White Settlement	08/31/2004

III. EXPLANATION OF TERMS

A. Acronyms

AAR	After Action Review/Report
ARC	American Red Cross
BLDG	Building Department
BWA	Benbrook Water Authority
CAP	Corrective Action Plan
CBO	Chief Building Official
CE	City Engineer
CFR	Code of Federal Regulations
CMO	City Manager's Office
Com Dev	Community Development
Com Serv	Community Services
CS	Community Services Department
DC	District Coordinator
DDC	Disaster District Committee
DHS	Department of Homeland Security
DISP	9-1-1 Dispatch
ECO	Economic Development
EMC	Emergency Management Coordinator
EOC	Emergency Operations or Operating Center
FBI	Federal Bureau of Investigation
FD	Fire Department
FEMA	Federal Emergency Management Agency, an element of the U.S. Department of Homeland Security
FIN	Finance Department
HazMap	Hazard Mitigation Action Plan
HazMat	Hazardous Materials
HIRA	Hazard Identification and Risk Assessment
HSPD-5	Homeland Security Presidential Directive 5
HVA	Hazard Vulnerability Analysis
IC	Incident Commander
ICP	Incident Command Post
ICS	Incident Command System
IP	Improvement Plan
JFO	Joint Field Office
JIC	Joint Information Center
JIS	Joint Information System
LIB	Library / Library Services
NIMS	National Incident Management System
NRF	National Response Framework
OEM	Office of Emergency Management
OSHA	Occupational Safety & Health Administration
PD	Police Department
PIO	Public Information Officer

PUR	Purchasing Department
PW	Public Works
PWERT	Public Works Emergency Response Team
RACES	Radio Amateur Civil Emergency Services
SOGs	Standard Operating Guidelines
SOPs	Standard Operating Procedures
SOC	State Operations Center
TCFM	Tarrant County Fire Marshal
TCPH	Tarrant County Public Health
TCSO	Tarrant County Sheriff's Office
TDEM	Texas Division of Emergency Management
TRRN	Texas Regional Response Network
TSA	The Salvation Army
UTI	Utilities
VOAD	Voluntary Organizations Active in Disasters

B. Definitions

1. Area Command (Unified Area Command). An organization established (1) to oversee the management of multiple incidents that are each being managed by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Sets overall strategy and priorities, allocates critical resources according to priorities, ensures that incidents are properly managed, and ensures that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multi-jurisdictional.
2. Disaster District. Disaster Districts are regional state emergency management organizations mandated by the Executive Order of the Governor relating to Emergency Management whose boundaries parallel those of Highway Patrol Districts and Sub-Districts of the Texas Department of Public Safety.
3. Disaster District Committee (DDC). The DDC consists of a Chairperson (the local Highway Patrol captain or command lieutenant), and agency representatives that mirror the membership of the State Emergency Management Council. The DDC Chairperson, supported by committee members, is responsible for identifying, coordinating the use of, committing, and directing state resources within the district to respond to emergencies.
4. Emergency Operations Center (EOC). Specially equipped facilities from which government officials exercise direction and control and coordinate necessary resources in an emergency situation.
5. Public Information. Information that is disseminated to the public via the news media before, during, and/or after an emergency or disaster.
6. Emergency Situations. As used in this plan, this term is intended to describe a *range* of occurrences, from a minor incident to a catastrophic disaster. It includes the following:
 - a. Incident. An incident is a situation that is limited in scope and potential effects. Characteristics of an incident include:

- 1) Involves a limited area and/or limited population.
 - 2) Evacuation or in-place sheltering is typically limited to the immediate area of the incident.
 - 3) Warning and public instructions are provided in the immediate area, not community-wide.
 - 4) One or two local response agencies or departments acting under an Incident Commander normally handle incidents. Requests for resource support are normally handled through agency and/or departmental channels.
 - 5) May require limited external assistance from other local response agencies or contractors.
 - 6) For the purposes of the National Response Framework (NRF), incidents include the full range of occurrences that require an emergency response to protect life or property.
- b. Emergency. An emergency is a situation that is larger in scope and more severe in terms of actual or potential effects than an incident. Characteristics include:
- 1) Involves a large area, significant population, or important facilities.
 - 2) May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
 - 3) May require community-wide warning and public instructions.
 - 4) Requires a sizable multi-agency response operating under an incident commander.
 - 5) May require some external assistance from other local response agencies, contractors, and limited assistance from state or federal agencies.
 - 6) The EOC will be activated to provide general guidance and direction, coordinate external support, and provide resource support for the incident.
 - 7) For the purposes of the NRF, an emergency (as defined by the Stafford Act) is "any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of catastrophe in any part of the United States."
- c. Disaster. A disaster involves the occurrence or threat of significant casualties and/or widespread property damage that is beyond the capability of the local government to handle with its organic resources. Characteristics include:
- 1) Involves a large area, a sizable population, and/or important facilities.
 - 2) May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
 - 3) Requires community-wide warning and public instructions.
 - 4) Requires a response by all local response agencies operating under one or more incident commanders.

- 5) Requires significant external assistance from other local response agencies, contractors, and extensive state or federal assistance.
- 6) The EOC will be activated to provide general guidance and direction, provide emergency information to the public, coordinate state and federal support, and coordinate resource support for emergency operations.
- 7) For the purposes of the NRF, a *major disaster* (as defined by the Stafford Act) is any catastrophe, regardless of the cause, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster federal assistance.
- d. Catastrophic Incident. For the purposes of the NRF, this term is used to describe any natural or manmade occurrence that results in extraordinary levels of mass casualties, property damage, or disruptions that severely affect the population, infrastructure, environment, economy, national morale, and/or government functions. An occurrence of this magnitude would result in sustained national impacts over prolonged periods of time, and would immediately overwhelm local and state capabilities.
7. Hazard Analysis. A document, published separately from this plan that identifies the local hazards that have caused or possess the potential to adversely affect public health and safety, public or private property, or the environment.
8. Hazardous Material (HazMat). A substance in a quantity or form posing an unreasonable risk to health, safety, and/or property when manufactured, stored, or transported. The substance, by its nature, containment, and reactivity, has the capability for inflicting harm during an accidental occurrence. Is toxic, corrosive, flammable, reactive, an irritant, or a strong sensitizer, and poses a threat to health and the environment when improperly managed. Includes toxic substances, certain infectious agents, radiological materials, and other related materials such as oil, used oil, petroleum products, and industrial solid waste substances.
9. Inter-local agreements. Arrangements between governments or organizations, either public or private, for reciprocal aid and assistance during emergency situations where the resources of a single jurisdiction or organization are insufficient or inappropriate for the tasks that must be performed to control the situation. Commonly referred to as mutual aid agreements.
10. Stafford Act. The Robert T. Stafford Disaster Relief and Emergency Assistance Act authorizes federal agencies to undertake special measures designed to assist the efforts of states in expediting the rendering of aid, assistance, emergency services, and reconstruction and rehabilitation of areas devastated by disaster.
11. Standard Operating Procedures. Approved methods for accomplishing a task or set of tasks. SOPs are typically prepared at the department or agency level. May also be referred to as Standard Operating Guidelines (SOGs).

IV. SITUATION AND ASSUMPTIONS

A. Situation

Tarrant County and cities located within Tarrant County are exposed to many hazards, all of which have the potential for disrupting the community, causing casualties, and damaging or destroying public or private property. A summary of the major hazards that Tarrant County may face is provided in Figure 1, Tarrant County Hazard Identification and Risk Assessment. These major hazards are identified as natural, man-made, and technological hazards. Figure 1: Hazard Summary identifies the probability, frequency, severity, risk factor, potential damage, and total vulnerability to people (Citizens of Tarrant County), property, and the environment. Tarrant County Office of Emergency Management has identified the natural, man-made and technological hazards that potentially could impact the jurisdictions within Tarrant County using a broad range of sources. Tarrant County has assessed the risk and vulnerability of people, property, the environment, and our own operations from these hazards. (See the *Tarrant County Hazard Identification and Risk Assessment* published separately dated August 2014).

In Figure 2, identifies the probability, frequency, severity, risk factor, potential damage, and total vulnerability to Tarrant County employees/responders, Tarrant County property, facilities, Critical Infrastructure / Key Resources, Tarrant County Business Processes (COOP/COG) vulnerability and impact to the current economic condition and public confidence. The Hazard Identification and Risk Assessment will also be used during Continuity of Operations/Continuity of Government planning. Tarrant County has conducted a consequence analysis for the hazards identified to consider the impact on the public; responders; continuity of operations including continued delivery of services; property, facilities, and infrastructure; the economic condition of Tarrant County and public confidence in Tarrant County's governance. Additional hazard information is provided in our *Tarrant County Hazard Identification and Risk Assessment (HIRA)*, dated August 2014 ,which is published separately.

Hazard Identification and Risk Assessment

a.) Profiling Hazards

This section of the plan will provide an overview of the specific natural, technological, and man-made hazards that can affect Tarrant County and participating cities, including information on historical occurrences and the probability of future occurrences. The following table contains the Hazard and Risk Assessment for Tarrant County, Texas. To determine the hazards that pose the greatest threat, a Hazard Identification and Risk Assessment was completed to determine impact to people, property, environment, Tarrant County employees, Tarrant County facilities, and the Tarrant County Business Processes. In the assessment, numerical values were assigned for the following factors:

1.) **Frequency of Occurrence:**

FREQUENCY OF OCCURRENCE: PROBABILITY SCALE	
LOW / UNLIKELY EVENT PROBABLE NEXT 100 YEARS	1
AVERAGE / OCCASIONAL 1-10 % PROBABILITY OF OCCURRENCE PER YEAR, OR AT LEAST 1 CHANCE IN NEXT 100 YEARS.	2
MEDIUM / MODERATE / LIKELY > 10 % BUT < 100 % PROBABILITY PER YEAR, AT LEAST 1 CHANCE IN NEXT 10 YEARS	3
HIGH / HIGHLY LIKELY EVENT POSSIBLE NEXT YEAR	4

2.) **Probability:**

Low / Unlikely	1
Average / Occasional	2
Medium / Moderate / Likely	3
High / Highly Likely	4

3.) **Severity:**

Severity / Potential Impact	
1 - Negligible	Isolated occurrences of minor property damage, minor disruption of critical facilities and infrastructure, potential for minor injuries
2 - Minor	Isolated occurrences of moderate to severe property damage, brief disruption of critical facilities and infrastructure, and potential for injuries.
3 - Moderate	Severe property damage on neighborhood scale, temporary shutdown of critical facilities, and/or injuries or fatalities.
4 - Major	Severe property damage on a metropolitan or regional scale, shutdown of critical facilities, and/or multiple injuries or fatalities.

The risk factor was calculated by dividing the Frequency by the Probability times the severity to determine the risk factor $(P/F) * S = RF$.

4.) **Impact to People, Property, Environment, Tarrant County Employees, Tarrant County Facilities, and Tarrant County Business Processes:**

Severity / Potential Impact	
1 - Negligible	Isolated occurrences of minor property damage, minor disruption of critical facilities and infrastructure, potential for minor injuries

2 - Minor	Isolated occurrences of moderate to severe property damage, brief disruption of critical facilities and infrastructure, and potential for injuries.
3 -Moderate	Severe property damage on neighborhood scale, temporary shutdown of critical facilities, and/or injuries or fatalities.
4 - Major	Severe property damage on a metropolitan or regional scale, shutdown of critical facilities, and/or multiple injuries or fatalities.

- 5.) **Potential Damage:** The potential damage was calculated by adding the numerical value given to people, property, and the environment (Tarrant County Employees, Tarrant County Facilities, and the Tarrant County Businesses Processes) will equal the potential damage. (People + Property + Environment=Potential Damage (PD) or Tarrant County Employees + Tarrant County Property, Facilities, CIKR + Tarrant County Business Processes=Potential Damage (PD).
- 6.) **Total Vulnerability:** The total vulnerability is calculated by dividing the potential damage by the risk factor to get the percentage of vulnerability for people, property, and the environment. Risk Factor (RF)/ Potential Damage (PD) = Vulnerability (V). The total vulnerability was ranked from the highest percentage to the lowest percentage. The total vulnerability also could show total impact to the Tarrant County economy and public confidence following a disaster within Tarrant County.

Figure 1: Hazard Identification and Risk Assessment for Tarrant County Citizens, Property, and Environment
(See Tarrant County Hazard Identification and Risk Assessment, published under separate cover, dated August 2014)

FREQUENCY OF OCCURRENCE: PROBABILITY SCALE		WARNING TIME	
LOW / UNLIKELY EVENT PROBABLE NEXT 100 YEARS	1	1	MORE THAN 12 HOURS
AVERAGE / OCCASIONAL 1-10 % PROBABILITY OF OCCURRENCE PER YEAR, OR AT LEAST 1 CHANCE IN NEXT 100 YEARS.	2	2	6-12 HOURS
MEDIUM / MODERATE / LIKELY > 10 % BUT <100 % PROBABILITY PER YEAR, AT LEAST 1 CHANCE IN NEXT 10 YEARS	3	3	3-6 HOURS
HIGH / HIGHLY LIKELY EVENT POSSIBLE NEXT YEAR	4	4	NONE - MINIMAL



GEOGRAPHIC EXTENT	
1	LOCALIZED
2	COMMUNITY- WIDE
3	COUNTYWIDE

Severity / Potential Impact	
1 - Negligible	Isolated occurrences of minor property damage, minor disruption of critical facilities and infrastructure, potential for minor injuries
2 - Minor	Isolated occurrences of moderate to severe property damage, brief disruption of critical facilities and infrastructure, and potential for injuries.
3 -Moderate	Severe property damage on neighborhood scale, temporary shutdown of critical facilities, and/or injuries or fatalities.
4 - Major	Severe property damage on a metropolitan or regional scale, shutdown of critical facilities, and/or multiple injuries or fatalities.

Tarrant County Hazard Identification and Risk Assessment (HIRA)

March 2015

Hazard	Probability	Frequency	Severity	Risk Factor	People	Property	Environment	Potential Damage	Total Vulnerability to Tarrant County Operations
	(P/F)*S=RF				People + Property + Environment RF/PD=V				
Tornadoes	4	4	4	4.00	3	3	2	8	50%
Power Failure	4	4	3	3.00	4	1	1	6	50%
Flooding	3	3	4	4.00	3	3	2	8	50%
Severe Thunderstorms & High Winds	4	4	3	3.00	2	3	1	6	50%
Hail	4	4	3	3.00	2	3	1	6	50%
Infectious Disease Outbreak	4	4	3	3.00	4	1	1	6	50%
Lightning	4	4	2	2.00	1	2	1	4	50%
Hazardous Materials Release	4	4	2	2.00	2	2	2	6	33%
Terrorism	1	1	4	4.00	4	4	3	11	36%
Winter Storms	3	3	2	2.00	2	3	1	6	33%
Dam Failure	1	1	4	4.00	4	4	3	11	36%
Drought	3	3	2	2.00	2	2	2	6	33%
Wildfires	3	3	3	3.00	3	3	1	7	42%
Extreme Temperatures	2	4	1	.50	2	1	1	4	12.5%
Expansive Soils	3	1	1	3.00	1	1	1	3	1%
EARTHQUAKE (No EARTHQUAKES REPORTED PRIOR TO 2007. EXPERTS HIRED TO IDENTIFY IF WASTEWATER INJECTION ACTIVITY IN NORTH TEXAS HAS INCREASED IN CONJUNCTION WITH THE RISE OF HYDRAULIC FRACTURING OF BARNETT SHALE WELLS, WHICH GENERATE FLOW BACK AND WASTE WATER CAUSING SEISMIC ACTIVITY) OR IF A NEW FAULT HAS BEEN IDENTIFIED CAUSING SEISMIC ACTIVITY IN NORTH CENTRAL TEXAS.	3	3	1	1.00	2	4	4	10	1%

Figure 2: Hazard Identification and Risk Assessment to Tarrant County Employees, Facilities, and Business Processes

FREQUENCY OF OCCURRENCE: PROBABILITY SCALE					GEOGRAPHIC EXTENT			Severity / Potential Impact	
LOW / UNLIKELY EVENT PROBABLE NEXT 100 YEARS	1				1	LOCALIZED		1 - Negligible	Isolated occurrences of minor property damage, minor disruption of critical facilities and infrastructure, potential for minor injuries.
AVERAGE / OCCASIONAL 1-10% PROBABILITY OF OCCURRENCE PER YEAR, OR AT LEAST 1 CHANCE IN NEXT 100 YEARS.	2				2	COMMUNITY-WIDE		2 - Minor	Isolated occurrences of moderate to severe property damage, brief disruption of critical facilities and infrastructure, and potential for injuries.
MEDIUM / MODERATE / LIKELY >10% BUT <100% PROBABILITY PER YEAR, AT LEAST 1 CHANCE IN NEXT 10 YEARS	3				3	COUNTYWIDE		3 - Moderate	Severe property damage on neighborhood scale, temporary shutdown of critical facilities, and/or injuries or fatalities.
HIGH / HIGHLY LIKELY EVENT POSSIBLE NEXT YEAR	4							4 - Major	Severe property damage on a metropolitan or regional scale, shutdown of critical facilities, and/or multiple injuries or fatalities.




Tarrant County Hazard Identification and Risk Assessment (HIRA) - March 2015

Hazard	Probability	Frequency	Severity	Risk Factor	Tarrant County Employees & Responders	Tarrant County Property Facilities & CIKR	Tarrant County Business Processes (COOP)	Potential Damage	Total Vulnerability & Impact to Economic Condition and Public Confidence
	(P/F)*S=RF				TC Employees + TC Facilities + TC Business Processes = Potential Damage (PD)			RF/PD=V	
Tornadoes	4	4	4	4.00	3	3	2	8	50%
Power Failure	4	4	3	3.00	2	1	3	6	50%
Flooding	3	3	4	4.00	2	3	3	8	50%
Severe Thunderstorms & High Winds	4	4	3	3.00	2	2	2	6	50%
Hail	4	4	3	3.00	2	3	1	6	50%
Infectious Disease Outbreak	4	4	3	3.00	2	2	2	6	50%
Lightning	4	4	2	2.00	1	2	1	4	50%
Hazardous Materials Release	4	4	2	2.00	2	2	2	6	33%
Terrorism	1	1	4	4.00	4	4	4	12	33%
Winter Storms	3	3	2	2.00	2	2	2	6	33%
Dam Failure (Echo Lake Dam)	1	1	4	4.00	1	2	1	4	1%
Drought	3	3	2	2.00	2	3	1	6	33%
Wildfires	3	3	3	3.00	3	3	2	8	37.5%
Extreme Temperatures	2	4	1	.50	2	1	2	5	10%
Expansive Soils	3	1	1	3.00	1	1	1	3	1%
EARTHQUAKE (No earthquakes reported prior to 2007. Experts hired to identify if wastewater injection activity in North Texas has increased in conjunction with the rise of hydraulic fracturing of Barnett shale wells, which generate flow back and waste water causing seismic activity) or if a new fault has been identified causing seismic activity in North Central Texas.	3	3	1	1.00	2	4	4	10	1%

See Tarrant County Hazard Mitigation Action Plan for additional information on identified hazards and mitigation strategies for identified hazards.

Assumptions

1. Tarrant County and participating cities will continue to be exposed to and subject to the impact of those hazards described above and as well as lesser hazards and others that may develop in the future are located in the *Tarrant County Hazard Identification and Risk Assessment (HIRA)* and *Tarrant County Hazard Mitigation Action Plan (HazMap)*.
2. Due to the limited city and county resources, Tarrant County was not able to address all hazards identified as likely. In an effort to be efficient with limited resources during an emergency or disaster, Tarrant County focused its mitigating efforts on 15 hazards, those hazards identified in the HIRA and Hazard Mitigation Action Plan as having the largest impact on Tarrant County if they occurred.
3. It is possible for an emergency/disaster to occur at any time and at any place. In many cases, dissemination of warning to the public and implementation of increased readiness measures may be possible. However, some emergency situations occur with little or no warning.
4. Outside assistance will be available in most emergency situations, affecting the Tarrant County and participating cities. As it takes time to summon external assistance, it is essential for Tarrant County and participating cities to be prepared to carry out the initial emergency response on an independent basis.
5. Proper mitigation actions, such as floodplain management and fire inspections can prevent or reduce disaster-related losses. Detailed emergency planning, training of emergency responders and other personnel, and conducting periodic emergency drills and exercises can improve Tarrant County's readiness to deal with emergency situations.
6. Local government officials recognize their responsibilities for the safety and well-being of the public and will assume their responsibilities in the implementation of this Tarrant County Emergency Management Plan.
7. Proper implementation of this plan may reduce or prevent disaster related losses.

V. CONCEPT OF OPERATIONS

A. Objectives

The objectives of the Tarrant County and participating cities' Emergency Management Program(s) are to protect public health and safety and preserve public and private property.

B. General

1. It is the responsibility of Tarrant County and participating cities' officials to protect public health and safety and preserve property from the effects of hazardous events. This involves having the primary role in identifying and mitigating hazards, preparing for and responding to, and managing the recovery from emergency situations that affect the community.
2. It is impossible for government to do everything that is required to protect the lives and property of our population. Citizens of Tarrant County have the responsibility to prepare themselves and their families to cope with emergency situations and manage their affairs and property in ways that will aid the government in managing emergencies. Tarrant County and participating cities will assist citizens in carrying out these responsibilities by providing public information and instructions prior to and during emergency situations.
3. Local governments are responsible for organizing, training, and equipping local emergency responders and emergency management personnel, providing appropriate emergency facilities, providing suitable warning and communications systems, and for contracting for emergency services. The state and federal governments offer programs that provide some assistance with portions of these responsibilities.
4. To achieve plan objectives, the Tarrant County and participating cities have organized an emergency management program that is both integrated (employs the resources of government, organized volunteer groups, and businesses) and comprehensive (addresses mitigation, preparedness, response, and recovery). This plan is one element of Tarrant County's preparedness activities.
5. This plan is based on an all-hazard approach to emergency planning. It addresses general functions that may need to be performed during any emergency situation and is not a collection of plans for specific types of incidents. For example, Annex A – Warning, addresses techniques that can be used to warn the public during any emergency situation, whatever the cause.
6. Departments and agencies tasked in this plan are expected to develop and keep current Standard Operating Procedures (SOPs) / Standard Operating Guidelines (SOGs) that describe how emergency tasks will be performed. In addition, departments and agencies are charged with ensuring the training and equipment necessary for an appropriate response are in place.
7. This plan is based upon the concept that the emergency functions that must be performed by many departments or agencies generally parallel some of

their normal day-to-day functions. To the extent possible, the same personnel and material resources used for day-to-day activities will be employed during emergency situations. As personnel and equipment resources are limited, some routine functions that do not contribute directly to the emergency may be suspended for the duration of an emergency. The personnel, equipment, and supplies that would normally be required for those functions will be redirected to accomplish emergency tasks.

8. Tarrant County and participating cities has adopted the National Incident Management System (NIMS) in accordance with the President's Homeland Security Directive (HSPD)-5 in 2005. Tarrant County's adoption of NIMS provides a consistent approach to the effective management of situations involving natural or man-made disasters, or terrorism. The NIMS allows Tarrant County and participating cities to integrate response activities using a set of standardized organizational structures designed to improve interoperability between all levels of government, private sector, and nongovernmental organizations.
9. This plan, in accordance with the National Response Framework (NRF), is an integral part of the national effort to prevent, and reduce America's vulnerability to terrorism, major disasters, and other emergencies, minimize the damage and recover from attacks, major disasters, and other emergencies that occur. In the event of a catastrophic incident, as defined in HSPD-5, Tarrant County and participating cities will integrate all operations with all levels of government, private sector, and nongovernmental organizations through the use of National Response Framework (NRF) coordinating structures, processes, and protocols.

C. Operational Guidance

Tarrant County and participating cities will employ the six components of the National Incident Management System (NIMS) in all operations, which will provide a standardized framework that facilitates our operations in all phases of emergency management. Attachment 7 provides further details regarding NIMS.

1. Initial Response. Emergency responders are likely to be the first on the scene of an emergency situation. They will normally take charge and remain in charge of the incident until it is resolved or others who have legal authority to do so assume responsibility. They will seek guidance and direction from local officials and seek technical assistance from state and federal agencies and industry where appropriate.
2. Implementation of Incident Command System (ICS)
 - a. The first local emergency responder to arrive at the scene of an emergency situation will implement the ICS and serve as the Incident

Commander (IC) until relieved by a more senior or more qualified individual. The IC will establish an incident command post (ICP) and provide an assessment of the situation to local officials, identify response resources required, and direct the on-scene response from the ICP.

- b. For some types of emergency situations, a specific incident scene may not exist in the initial response phase and the EOC may accomplish initial response actions, such as mobilizing personnel and equipment and issuing precautionary warning to the public. As the potential threat becomes clearer and a specific impact site or sites identified, an ICP may be established, and direction and control of the response transitioned to the IC.

3. Source and Use of Resources.

- a. Tarrant County and participating cities will use its own resources, all of which meet the requirements for resource management in accordance with the NIMS, to respond to emergency situations, purchasing supplies and equipment if necessary, and request assistance if City or County resources are insufficient or inappropriate. Chapter §418.102 provides that the County should be the first channel through which a municipality requests assistance when its resources are exceeded. If additional resources are required, the Tarrant County and participating cities will:

- 1) Summon those resources available to Tarrant County and participating cities pursuant to inter-local agreements. Attachment 6 to this plan summarizes the inter-local agreements and identifies the officials authorized to request those resources. (inter-local agreements are published under a separate cover)
- 2) Summon emergency service resources that the City has contracted for. See Attachment 6. (inter-local agreements are published under a separate cover)
- 3) Request assistance from volunteer organizations such as the Tarrant County Voluntary Organizations Active in Disasters (TCVOAD).
- 4) Request assistance from industry or individuals who have resources needed to deal with the emergency situation (Public – Private Partnerships).

- b. When external agencies respond to an emergency situation within our jurisdiction, we expect them to conform to the guidance and direction provided by the Participating City's IC or Tarrant County IC, which will be in accordance with the NIMS.

D. ICS - Incident Command System

- 1. Tarrant County and participating cities intend to employ ICS, an integral part of the NIMS, in managing emergencies. ICS is both a strategy and a set of organizational arrangements for directing and controlling field operations. It

is designed to effectively integrate resources from different agencies into a temporary emergency organization at an incident site that can expand and contract with the magnitude of the incident and resources on hand. A summary of ICS is provided in Attachment 7.

2. The IC is responsible for carrying out the ICS function of command -- managing the incident. The four other major management activities that form the basis of ICS are Operations, Planning, Logistics, and Finance/Administration. For small-scale incidents, the Incident Commander and one or two individuals may perform all of these functions. For larger incidents, a number of individuals from different departments or agencies may be assigned to separate staff sections charged with those functions.
3. An IC using response resources from one or two departments or agencies can handle the majority of emergency situations. Departments or agencies participating in this type of incident response will normally obtain support through their own department or agency.
4. In emergency situations where other jurisdictions or the state or federal government are providing significant response resources or technical assistance, it is generally desirable to transition from the normal ICS structure to a Unified or Area Command structure. This arrangement helps to ensure that all participating agencies are involved in developing objectives and strategies to deal with the emergency. Attachment 7 provides additional information on Unified and Area Command.

E. ICS – Emergency Operations Center (EOC) Interface

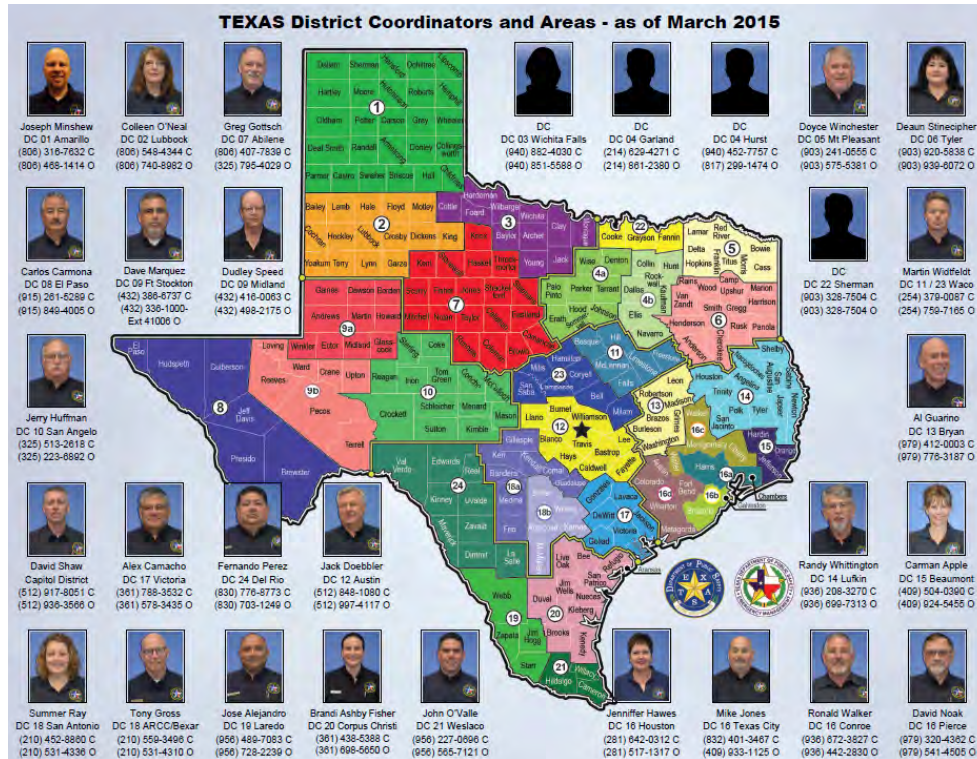
1. For major emergencies and disasters, the Emergency Operations Center (EOC) will be activated. When the EOC is activated, it is essential to establish a division of responsibilities between the incident command post and the EOC. A general division of responsibilities is outlined below. It is essential that a precise division of responsibilities be determined for specific emergency operations.
2. The IC is generally responsible for field operations, including:
 - a. Isolating the scene.
 - b. Directing and controlling the on-scene response to the emergency situation and managing the emergency resources committed there.
 - c. Warning the population in the area of the incident and providing emergency instructions to them.
 - d. Determining and implementing protective measures (evacuation or in-place sheltering) for the population in the immediate area of the incident and for emergency responders at the scene.
 - e. Implementing traffic control arrangements in and around the incident scene.

- f. Requesting additional resources from the EOC.
- 3. The EOC is generally responsible for:
 - a. Providing resource support for the incident command operations.
 - b. Issuing community-wide warning.
 - c. Issuing instructions and providing information to the general public.
 - d. Organizing and implementing large-scale evacuation.
 - e. Organizing and implementing shelter and mass arrangements for evacuees.
 - f. Coordinating traffic control for large-scale evacuations.
 - g. Requesting assistance from the State and other external sources.
- 4. In some large-scale emergencies or disasters, emergency operations with different objectives may be conducted at geographically separated scenes. In such situations, more than one incident command operation may be established. If this situation occurs, a transition to an Area Command or a Unified Area Command is desirable, and the allocation of resources to specific field operations will be coordinated through the EOC.

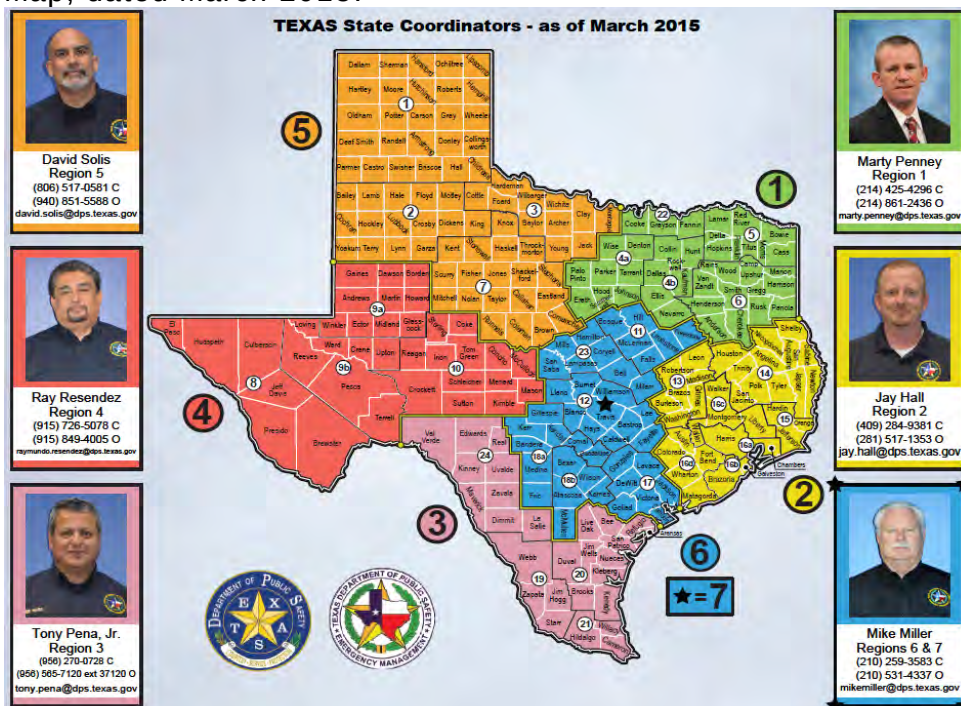
F. State, Federal & Other Assistance

- 1. State & Federal Assistance
 - a. If local resources are inadequate to deal with an emergency situation, cities within Tarrant County will request assistance from Tarrant County before requesting state assistance. Requests that exceed the County's capability shall be forwarded to the State as prescribed in the State Emergency Management Plan.
 - b. When an emergency situation exceeds the City's and County's capability to respond or recover, Tarrant County may seek supplemental assistance, to include assistance in obtaining information needed to respond to an emergency situation, from the State. State emergency assistance to local governments begins at the Disaster District Committee (DDC) level and the key person to validate a request for, obtain, and provide that state assistance and support is the DDC Chairperson. If the County cannot provide the requested assistance to the City, the Tarrant County Judge through coordination with the Tarrant County Emergency Management Coordinator *must* request State assistance from the DDC Chairperson, who is located at the Department of Public Safety District Office in Hurst, Texas. A request for state assistance must be made by the Chief Elected Official, the Mayor, and may be made by submitting an ICS 213 by telephone, email, fax, or by submitting a request by WebEOC (State of Texas Assistance Request (S.T.A.R.)).

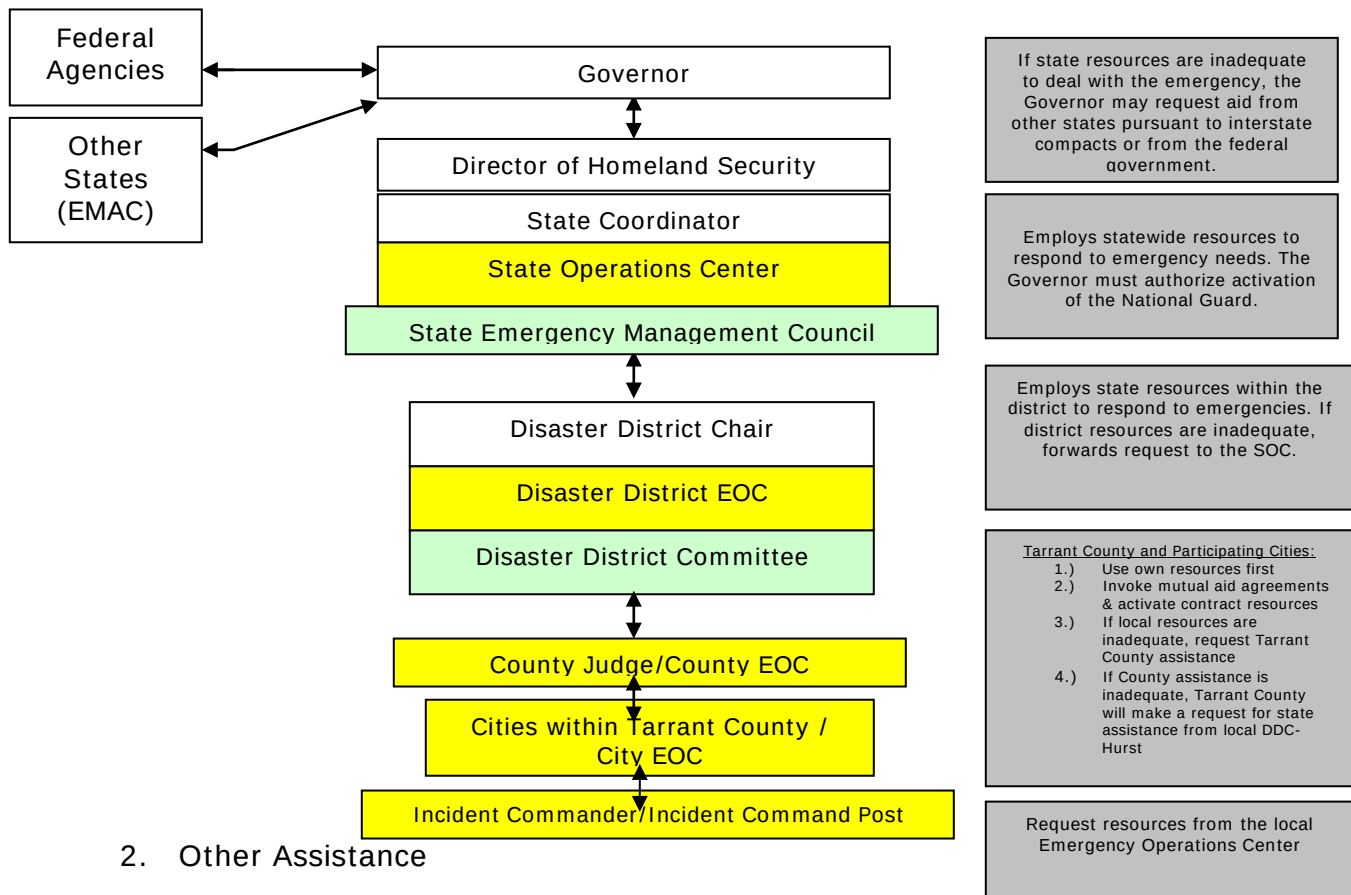
c. Texas Division of Emergency Management District Coordinator Map, dated March 2015.



d. Texas Division of Emergency Management Regional State Coordinator Map, dated March 2015.



- e. State assistance furnished to Tarrant County or participating cities is intended to supplement local resources and not substitute for such resources, including mutual aid resources, equipment purchases or leases, or resources covered by emergency service contracts. See Appendix 3 to Annex M, Resource Management, for an ICS 213 form that can be used to request state assistance or utilizing WebEOC to submit resource requests.
- e. The DDC Chairperson has the authority to utilize all state resources within the district to respond to a request for assistance, with the exception of the National Guard. Use of National Guard resources requires approval of the Governor. The DDC Chair is expected to validate the request for assistance and identify and task resources available with the District to meet the needs. Use of the National or State Guard requires advance approval by the Governor, which will be coordinated by the SOC. If a particular state agency is required by law to render assistance in a certain type of emergency (e.g., oil spill, hazmat, animal disease outbreak, radiological event, etc.), then direct communications between local government officials and that state agency is appropriate; however, the DDC Chair must be kept informed of the operational situation. If state assistance is authorized by the DDC Chair or directed by statute, state agencies will provide response and recovery assistance within their capabilities in accordance with state statutes and regulations and this plan.
- g. State assistance furnished to local governments is to supplement local resources, not a substitute for them. The provision of state response assistance to local governments is not dependent upon a formal declaration of a State of Disaster either by the local government or Governor when such response is required by state law or, in the opinion of either the Governor, the Director of the Texas Division of Emergency Management, the State Coordinator, or the DDC Chair, such assistance is needed for lifesaving operations or to relieve suffering and hardship.
- h. The Disaster District staff will forward resource requests by WebEOC (STAR request) or ICS 213 for assistance that cannot be satisfied by state resources within the District to the State Operations Center (SOC) for appropriate action. When state resources are insufficient to deal with an emergency situation, the State Operations Center (SOC) senior staff will coordinate with the Governor's Office to request specific assistance from other states or the federal government.



2. Other Assistance

- If resources required to control an emergency situation are not available within the State, the Governor may request assistance from other states pursuant to a number of interstate compacts or from the federal government through the Federal Emergency Management Agency (FEMA).
- For major emergencies and disasters for which a Presidential declaration has been issued, federal agencies may be mobilized to provide assistance to states and local governments. The *National Response Framework (NRF)* describes the policies, planning assumptions, concept of operations, and responsibilities of designated federal agencies for various response and recovery functions. The *Nuclear/Radiological Incident Annex of the NRF* addresses the federal response to major incidents involving radioactive materials.
- FEMA has the primary responsibility for coordinating federal disaster assistance. No direct federal disaster assistance is authorized prior to a Presidential emergency or disaster declaration, but FEMA has limited authority to stage initial response resources near the disaster site and activate command and control structures prior to a declaration and the Department of Defense has the authority to commit its resources to save

lives prior to an emergency or disaster declaration. See Annex J, Recovery, for additional information on the assistance that may be available during disaster recovery.

- d. The *National Response Framework (NRF)* applies to Stafford and non-Stafford Act incidents and is designed to accommodate not only actual incidents, but also the threat of incidents. Therefore, *NRF* implementation is possible under a greater range of incidents.

G. Emergency Authorities

1. Key federal, state, and local legal authorities pertaining to emergency management are listed in Section I of this plan.
2. Texas statutes and the Executive Order of the Governor Relating to Emergency Management provide local government, principally the Chief Elected Official, with a number of powers to control emergency situations. If necessary, the City shall use these powers during emergency situations. These powers include:
 - a. Emergency Declaration. In the event of riot or civil disorder, the Mayor / County Judge may request the Governor to issue an emergency declaration for this jurisdiction and take action to control the situation. Use of the emergency declaration is explained in Annex U, Legal.
 - b. Disaster Declaration. When an emergency situation has caused severe damage, injury, or loss of life or it appears likely to do so, the Mayor / County Judge may, by executive order or proclamation, declare a local state of disaster. In addition, the Mayor / County Judge may subsequently issue orders or proclamations referencing that declaration to invoke certain emergency powers granted the Governor in the Texas Disaster Act *on an appropriate local scale* in order to cope with the disaster.

These powers include:

- 1) Suspending procedural laws and rules to facilitate a timely response.
- 2) Using all available resources of government and commandeering private property, subject to compensation, to cope with the disaster.
- 3) Restricting the movement of people and occupancy of premises.
- 4) Prohibiting the sale or transportation of certain substances.
- 5) Implementing price controls.

A local disaster declaration activates the recovery and rehabilitation aspects of the Tarrant County Emergency Management Plan. A local disaster declaration is required to obtain state and federal disaster

recovery assistance. See Annex U, Legal, for further information on disaster declarations and procedures for invoking emergency powers.

- c. Authority for Evacuations. State law provides the Chief Elected Official with the authority to order the evacuation of all or part of the population from a stricken or threatened area within their respective jurisdictions.

H. Actions by Phases of Emergency Management

1. This plan addresses emergency actions that are conducted during all four phases of emergency management.

- a. Mitigation

Tarrant County and participating cities will conduct mitigation activities as an integral part of our emergency management program. Mitigation is intended to eliminate hazards, reduce the probability of hazards causing an emergency situation, or lessen the consequences of unavoidable hazards. Mitigation should be a pre-disaster activity, although mitigation may also occur in the aftermath of an emergency situation with the intent of avoiding repetition of the situation. Tarrant County and participating cities' mitigation program is outlined in the *Tarrant County Hazard Mitigation Action Plan (HazMap)* and Annex P – Hazard Mitigation.

- b. Preparedness

Tarrant County and participating cities will conduct preparedness activities to develop the response capabilities needed in the event an emergency. Among the preparedness activities included in our emergency management program are:

- 1) Providing emergency equipment and facilities.
- 2) Emergency planning, including maintaining this plan, its annexes, and appropriate SOPs.
- 3) Conducting or arranging appropriate training for emergency responders, emergency management personnel, other local officials, and volunteer groups who assist us during emergencies.
- 4) Conducting periodic drills and exercises to test the Tarrant County Emergency Management Plan, Standard Operating Procedures (SOPs), Standard Operating Guidelines (SOGs), Tarrant County Safety Warden Program, other emergency response plans and training.

- c. Response

Tarrant County and participating cities will respond to emergency situations effectively and efficiently. The focus of most of the Tarrant County Emergency Management Plan and its annexes is on planning for

the response to emergencies. Response operations are intended to resolve an emergency situation while minimizing casualties and property damage. Response activities include warning, emergency medical services, firefighting, law enforcement operations, evacuation, shelter and mass care, emergency public information, search and rescue, as well as other associated functions.

d. Recovery

If a disaster occurs, Tarrant County and participating cities will carry out a recovery program that involves both short-term and long-term efforts. Short-term operations seek to restore vital services to the community and provide for the basic needs of the public. Long-term recovery focuses on restoring the community to its normal state. The federal government, pursuant to the Stafford Act, provides the vast majority of disaster recovery assistance. The recovery process includes assistance to individuals, businesses, and to government and other public institutions. Examples of recovery programs include temporary housing, restoration of government services, debris removal, restoration of utilities, disaster mental health services, and reconstruction of damaged roads and bridges. Tarrant County and participating cities' recovery programs are outlined in Annex J, Recovery. *Tarrant County will be developing a Debris Management Plan as a part of this Tarrant County Emergency Management Plan that outlines a proactive approach to coordinating and managing debris removal operations as part of our overall emergency management plan for the unincorporated areas of Tarrant County. Communities with a debris management plan are better prepared to restore public services and ensure the public health and safety in the aftermath of a disaster, and they are better positioned to receive the full level of assistance available to them from FEMA and other participating entities.*

VI. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization

1. General

Most departments and agencies of local government have emergency functions in addition to their normal day-to-day duties. During emergency situations, our normal organizational arrangements are modified to facilitate emergency operations. Tarrant County and participating cities' governmental organization for emergencies includes an Executive Group (consisting of the Mayor, City Council and City Manager's Office AND County Judge, County Commissioners, County Administrator), emergency services, and support

services. Attachment 3 depicts the Tarrant County and participating cities' emergency organization.

2. Executive Group

The Executive Group provides guidance and direction for emergency management programs and for emergency response and recovery operations.

a.) Participating Cities: The Executive Group includes the Mayor, City Council and City Manager's Office and Emergency Management Coordinator.

b.) Tarrant County: The Executive Group includes the County Judge, County Commissioners, County Administrator, and Emergency Management Coordinator.

3. Emergency Services

Emergency Services include the IC and those departments, agencies, and groups with primary emergency response actions. The IC is the person in charge at an incident site.

4. Emergency Support Services

This group includes departments and agencies that support and sustain emergency responders and also coordinate emergency assistance provided by organized volunteer organizations such as Tarrant County VOAD, business and industry (Public – Private Partnerships), and other sources.

5. Tarrant County Voluntary Organizations Active in Disasters (TC VOAD) and Other Services

This group includes organized volunteer groups and businesses that have agreed to provide certain support for emergency operations.

Adventist Community Services	American Red Cross	Catholic Charities	Central Texas Conference of the United Methodist Church	The Church of Jesus Christ of Latter-Day Saints
Community Storehouse	Fellowship Church Rapid Response Team	First Street Methodist Mission	Fleet and Family Support Center	Gill Children's Services
Guinn Healthcare Technologies	MHMR of Tarrant County	Presbyterian Church in America Mission to	The Salvation Army	Social Security Administration

		North American Disaster Response		
Society of St. Vincent de Paul	Southern Baptists of Texas Convention, Disaster Relief	Tarrant Area Food Bank	United Way of Metropolitan Tarrant County	Volunteer Center of North Texas
Women's Shelter	World First Ministries	Many others		

B. Assignment of Responsibilities

1. General

For most emergency functions, successful operations require a coordinated effort from a number of departments, agencies, and groups. To facilitate a coordinated effort, elected and appointed officials, departments and agency heads, and other personnel are assigned primary responsibility for planning and coordinating specific emergency functions. Generally, primary responsibility for an emergency function will be assigned to an individual from the department or agency that has legal responsibility for that function or possesses the most appropriate knowledge and skills. Other officials, departments, and agencies may be assigned support responsibilities for specific emergency functions. Attachment 4 summarizes the general emergency responsibilities of local officials, department and agency heads, and other personnel.

2. The individual having primary responsibility for an emergency function is normally responsible for coordinating preparation of and maintaining that portion of the emergency plan that addresses that function. Plan and annex assignments are outlined in Attachment 5. Listed below are general responsibilities assigned to the Executive Group, emergency services, emergency support services, and other support agencies. Additional specific responsibilities can be found in the functional annexes to our Tarrant County Emergency Management Plan.

3. Executive Group Responsibilities

a. The Mayor / County Judge will:

- 1) Establish objectives and priorities for the emergency management program and provide general policy guidance on the conduct of that program.

- 2) Monitor the emergency response during disaster situations and provides direction where appropriate.
- 3) With the assistance of the Public Information Officer (PIO), keep the public informed during emergency situations.
- 4) With the assistance of the legal staff, declare a local state of disaster, request the Governor declare a state of emergency, or invoke the emergency powers of government when necessary.
- 5) Cities in Tarrant County will request assistance from other local governments, Tarrant County, or the State when necessary
- 6) Direct activation of the EOC through the Emergency Management Coordinator.

b. The City Manager / County Administrator will:

- 1) Implement the policies and decisions of the governing body relating to emergency management.
- 2) Organize the emergency management program and identifies personnel, equipment, and facility needs.
- 3) Assign emergency management program tasks to departments and agencies.
- 4) Ensure that departments and agencies participate in emergency planning, training and exercise activities.
- 5) Coordinate the operational response of local emergency services.
- 6) Coordinate the activation of the Emergency Operations Center (EOC) and request the Emergency Management Coordinator to supervise its operation.

c. The Emergency Management Coordinator (EMC) will:

- 1) Since the Emergency Management Coordinator has been designated by the Mayor / County Judge as the Emergency Management Coordinator (EMC), the EMC will establish objectives and priorities for the emergency management program and provide general policy guidance on the conduct of that program.
- 2) Serve as the staff advisor to the Mayor and City Manager / County Judge OR County Administrator on emergency management matters.
- 3) Keep the Mayor and City Manager OR County Judge and County Administrator apprised of the preparedness status and emergency management needs.
- 4) Coordinate local planning and preparedness activities and the maintenance of this plan.
- 5) Prepare and maintain a resource inventory. (*See Tarrant County NIMS Resource Typed Equipment Inventory*)
- 6) Prepare and maintain a point of contact list for resources.
- 7) Encourages training for emergency management personnel and emergency responders.

- 8) Arrange appropriate training for local emergency management personnel and emergency responders.
- 9) Coordinate periodic emergency exercises to test our plan and training.
- 10) Manage the Emergency Operations Center (EOC), develop procedures for its operation, and encourage training for those who staff it.
- 11) Implement the policies and decisions of the governing body relating to emergency management.
- 12) Organize the emergency management program and identify personnel, equipment, and facility needs.
- 13) The emergency management program will collaborate with departments and agencies.
- 14) Encourages departments and agencies to participate in emergency planning, training, and exercise activities.
- 15) Coordinate the operational response of local emergency services.
- 16) Coordinate and direct the activation of the Emergency Operations Center (EOC) and supervise its operation.
- 17) Activate the EOC when required.
- 18) Perform day-to-day liaison with the state emergency management staff and other local emergency management personnel.
- 19) Coordinate with organized volunteer groups such as Tarrant County VOAD agencies and private sector businesses regarding emergency operations.
- 20) Support the overall preparedness program in terms of its budgetary and organizational requirements.
- 21) Prepare and maintain Annex N to this Plan and supporting SOPs.
- 22) If determined that Tarrant County and cities within Tarrant County are eligible for state or federal disaster assistance, coordinate with state and federal agencies to carry out authorized recovery programs.

4. Common Responsibilities

All emergency services and support services will:

- a. Provide personnel, equipment, and supplies to support emergency operations upon request.
- b. Develop and maintain SOPs for emergency tasks.
- c. Provide trained personnel to staff the ICP and EOC and conduct emergency operations.
- d. Provide current information on emergency resources for inclusion in the Resource List in Appendix 1 to Annex M, Resource Management.
- e. Report information regarding emergency situations and damage to facilities and equipment to the Incident Commander or the EOC.

5. Emergency Services Responsibilities

a. The IC will:

- 1) Isolating the scene.
- 2) Directing and controlling the on-scene response to the emergency situation and managing the emergency resources committed there.
- 3) Warning the population in the area of the incident and providing emergency instructions to them.
- 4) Determining and implementing protective measures (evacuation or in-place sheltering) for the population in the immediate area of the incident and for emergency responders at the scene.
- 5) Implementing traffic control arrangements in and around the incident scene.
- 6) Requesting additional resources from the EOC.
- 7) Manage emergency response resources and operations at the Incident Command Post (ICP) to assist in the resolution of the emergency situation.
- 8) Determine and implement required protective actions for response personnel and the public at an incident site.

b. **Warning.**

- 1) Primary responsibility for this function is assigned to the **Tarrant County Sheriff's Office (Sheriff), Tarrant County Fire Alarm with support from the Office of Emergency Management (Emergency Management Coordinator)**, who will prepare and maintain Annex A (Warning) and any supporting SOPs to this plan.
- 2) Emergency tasks to be performed and may include:
 - a) Receive information on emergency situations.
 - b) Alert key local officials of emergency situations.
 - c) Disseminate warning information and instructions to the public through available warning systems.
 - d) Disseminate warning and instructions to special facilities such as the Tarrant County Jail, schools and hospitals.

c. **Communications.**

- 1) Primary responsibility for this function is assigned to the **Tarrant County Information Technology (IT) Department (Radio Communications Specialist) with support from the Sheriff's Office, Tarrant County Fire Alarm and Office of Emergency Management (Emergency Management Coordinator)**, who will prepare and maintain Annex B (Communications) and any supporting SOPs to this plan.
- 2) Emergency tasks to be performed and may include:

- a) Identify the communications systems available with the local area and determine the connectivity of those systems, and ensure their interoperability.
- b) Develop plans and procedures for coordinated use of the various communications systems available in the city during emergencies.
- c) Determine and implement means of augmenting communications during emergencies, including support by volunteer organizations such as Tarrant County Radio Amateur Civil Emergency Services (RACES).

d. **Radiological Protection.**

- 1) Primary responsibility for this function is assigned to the **Tarrant County Fire Marshal's Office (Fire Marshal)**, who will prepare and maintain Annex D (Radiological Protection) and any supporting SOPs to this plan.
- 2) Emergency tasks to be performed and may include:
 - a) Maintain inventory of radiological equipment.
 - b) Ensure response forces include personnel with current training in radiological monitoring and decontamination.
 - c) Respond to radiological incidents and terrorist incidents involving radiological materials.
 - d) Make notification concerning radiological and terrorist incidents to local, state, and federal authorities.

e. **Evacuation.**

- 1) Primary responsibility for this function is assigned to the **Tarrant County Sheriff's Office (Sheriff)**, who will prepare and maintain Annex E (Evacuation) and any supporting SOPs to this plan.
- 2) Emergency tasks to be performed and may include:
 - a) Identify areas where evacuation has been or may in the future and determine of population at risk.
 - b) Perform evacuation planning for known risk areas to include route selection and determination of traffic control requirements.
 - c) Develop simplified planning procedures for ad hoc evacuations.
 - d) Determine emergency public information requirements.
 - e) Assist with evacuation planning for special needs facilities (Tarrant County Jail, schools, hospitals, nursing homes, and other institutions).

f. **Firefighting.**

- 1) Primary responsibility for this function is assigned to the **Tarrant County Fire Department (Fire Marshal)**, who will prepare and maintain Annex F (Firefighting) and any supporting SOPs to this plan.

- 2) Emergency tasks to be performed and may include:
 - a) Establish ICS to manage the response to large incidents.
 - b) Fire prevention activities.
 - c) Fire detection and control.
 - d) Hazardous material and oil spill response (Tarrant County Fire Departments).
 - e) Terrorist incident response.
 - f) Evacuation support.
 - g) Post-incident reconnaissance and damage assessment.
 - h) Fire safety inspection of temporary shelters.
 - i) Prepare and maintain fire resource inventory.
 - j) Coordinate and conduct search and rescue activities.
 - k) Identify requirements for specialized resources to support rescue operations.
 - l) Coordinate external technical assistance and equipment support for search and rescue operations.

g. **Law Enforcement.**

- 1) Primary responsibility for this function is assigned to the **Tarrant County Sheriff's Office (Sheriff) and support from the Tarrant County Constables**, who will prepare and maintain Annex G (Law Enforcement) and any supporting SOPs to this plan.
- 2) Emergency tasks to be performed and may include:
 - a) Maintenance of law and order.
 - b) Traffic control.
 - c) Terrorist incident response.
 - d) Provision of security for vital facilities, evacuated areas, and shelters.
 - e) Access control for damaged or contaminated areas.
 - f) Warning support.
 - g) Post-incident reconnaissance and damage assessment.
 - h) Prepare and maintain law enforcement resource inventory.

h. **Health and Medical Services.**

- 1) Primary responsibility for this function is assigned to **Tarrant County Public Health (Public Health Director) with support from Human Services Department and the Medical Examiner's Office (Medical Examiner)**, who will prepare and maintain Annex H (Health & Medical Services) and any supporting SOPs to this plan.
- 2) Emergency tasks to be performed and may include:

- a) Coordinate health and medical care and EMS support during emergency situations (in-conjunction with the Office of Emergency Management).
- b) Public health information and education.
- c) Inspection of food and water supplies.
- d) Develop emergency public health regulations and orders.
- e) Coordinate collection, identification, and interment of deceased victims. (Tarrant County Medical Examiner's Office)
- f) Health/safety, environmental inspections of shelters.

i. **Direction and Control.**

- 1) Primary responsibility for this function is assigned to the **Office of Emergency Management (Emergency Management Coordinator)**, who will prepare and maintain Annex N (Direction & Control) and any supporting SOPs to this plan.
- 2) Emergency tasks to be performed and may include:
 - a) Direct and control for the City's / County's local operating forces.
 - b) Maintain coordination with neighboring jurisdictions and the DDC.
 - c) Maintain the EOC in an operating mode.
 - d) Assigns representatives, by title, to report to the EOC and develop procedures for crisis training.
 - e) Develop and identify the duties of the staff, use of displays and ICS message forms, and procedures for EOC activation.
 - f) Coordinates the evacuation of areas at risk.

j. **Hazardous Materials & Oil Spill.**

- 1) The primary responsibility for this function is assigned to the **Tarrant County Fire Marshal's Office (Fire Marshal) with support from the Transportation Department (Environmental Services Specialist)**, who will prepare and maintain Annex Q (Hazardous Material & Oil Spill Response) and any supporting SOPs to this plan.
- 2) Emergency tasks to be performed and may include:
 - a) In accordance with OSHA regulations, establish ICS to manage the response to hazardous materials incidents.
 - b) Establish the hazmat incident functional areas (e.g., Hot Zone, cool zone, Cold Zone, etc.).
 - c) Determine and implement requirements for personal protective equipment for emergency responders.
 - d) Initiate appropriate actions to control and eliminate the hazard in accordance with established hazmat response guidance and SOPs.
 - e) Determine areas at risk and which public protective actions, if any, should be implemented.

- f) Apply appropriate firefighting techniques if the incident has, or may, result in a fire.
- g) Determine when affected areas may be safely reentered.
- h) The Transportation Department's Environmental Services Specialist maintains the contract for Hazardous Materials Emergency Response and Remediation, if needed.

k. **Search and Rescue.**

- 1) The primary responsibility for this function is assigned to the **Tarrant County Fire Marshal's Office (Fire Marshal)**, who will prepare and maintain Annex R (Search and Rescue) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Coordinate and conduct search and rescue activities.
 - b) Identify requirements for specialized resources to support rescue operations from other rescue organizations.
 - c) Coordinate external technical assistance and equipment support for search and rescue operations.

l. **Terrorist Incident Response.**

- 1) Primary responsibility for this function is assigned to the **Tarrant County Sheriff's Office (Sheriff) and support from Tarrant County Constables**, who will prepare and maintain Annex V (Terrorist Incident Response) and any supporting SOPs to this plan.
- 2) Emergency tasks to be performed and may include:
 - a) Coordinate and carry out defensive anti-terrorist activities, including criminal intelligence, investigation, protection of facilities, and public awareness activities.
 - b) Coordinate and carry out offensive counter-terrorist operations to neutralize terrorist activities.
 - c) Carry out terrorism consequence operations conducted in the aftermath of a terrorist incident to save lives and protect public and private property.
 - d) Ensure required notification of terrorist incidents is made to local, state, and federal authorities.

6. Emergency Support Services Responsibilities

a. **Shelter and Mass Care.**

- 1) Primary responsibility for this function is assigned to **Resource Connection (Resource Connection Director) with support from Office of Emergency Management (Emergency Management**

Coordinator), Tarrant County Public Health, Tarrant County Constables, John Peter Smith Health Network (JPS) and the American Red Cross Cross-Chisholm Trail Chapter, who will prepare and maintain Annex C (Shelter and Mass Care) and any supporting SOPs to this plan.

- 2) Emergency tasks to be performed and may include:
 - a) Perform emergency shelter and mass care planning.
 - b) Coordinate and conduct shelter and mass care operations with our other departments, relief agencies, and volunteer groups.

b. **Public Information.**

- 1) Primary responsibility for this function is assigned to the **County Public Information Office located in County Administration, Senior Public Information Officer for Tarrant County Public Health, District Attorney Public Information Officer or the Tarrant County Sheriff's Department Public Information Officer (Public Information Officer)** , who will prepare and maintain Annex I (Public Information) and any supporting SOPs to this plan.
- 2) Emergency tasks to be performed and may include:
 - a) Establish a Joint Information Center (JIC)
 - b) Conduct on-going hazard awareness and public education programs.
 - c) Pursuant to the Joint Information System (JIS), compile and release information and instructions for the public during emergency situations and respond to questions relating to emergency operations.
 - d) Provide information to the media and the public during emergency situations.
 - e) Arrange for media briefings.
 - f) Compiles print and photo documentation of emergency situations.
 - g) County Administration shares the responsibilities of public information with the Public Health and Sheriff's Office, as appropriate, during an emergency or disaster. The County Public Information Officer (PIO) may gather and assemble the information about the situation, create news releases, radio interviews, handle the calls, and prepare the County Judge, County Administrator, Public Health Director, and Sheriff to conduct any on camera interviews.

c. **Recovery.**

- 1) Primary responsibility for this function is assigned to the **Office of Emergency Management (Emergency Management Coordinator), with support from the Budget Department (Risk**

Management), Facilities Department, Human Services, Purchasing Department, Transportation, Housing Assistance Office, and various county departments that may have a role in recovery will assist in the preparation of this annex and maintain Annex J (Recovery) and any supporting SOPs to this plan.

- 2) Emergency tasks to be performed and may include:
 - a) Identify trained personnel to conduct damage assessment. Coordinate the efforts for damage assessment with local, state, and federal damage assessment personnel who may be dispatched to assist Tarrant County and cities located within Tarrant County.
 - b) Assess and compile information on damage to public and private property and needs of disaster victims and formulate and carry out programs to fill those needs.
 - c) If damages are beyond the County's capability to deal with, compile information for use by the County's elected officials in requesting state or federal disaster assistance. (Disaster Summary Outline – DSO)
 - d) If Tarrant County and cities within Tarrant County are determined to be eligible for state or federal disaster assistance, coordinate with local, state, and federal agencies to carry out authorized recovery programs.

d. **Public Works & Engineering.**

- 1) Primary responsibility for this function is assigned to the **Tarrant County Transportation Department (Transportation Director), Tarrant County Facilities Department (Facilities Director) with support from County Precincts and Tarrant County Public Health**, who will prepare and maintain Annex K (Public Works & Engineering) and any supporting SOPs to this plan.
- 2) Emergency tasks to be performed and may include:
 - a) Protect government facilities and vital equipment where possible.
 - b) Assess damage to streets, bridges, traffic control devices, and other public facilities.
 - c) Direct temporary repair of vital facilities.
 - d) Restore damaged roads and bridges.
 - e) Restore waste treatment and disposal systems.
 - f) Arrange for debris removal.
 - g) General damage assessment support.
 - h) Building inspection support.
 - i) Provide specialized equipment to support emergency operations.
 - j) Support traffic control and search and rescue operations.

e. **Utilities.**

- 1) Primary responsibility for this function is assigned to the **Tarrant County Facilities Department (Facilities Director) and Tarrant County Information Technology (IT Department) with support from the Office of Emergency Management (Emergency Management Coordinator)**, who will prepare and maintain Annex L (Energy and Utilities) and any supporting SOPs to this plan.
- 2) Emergency tasks to be performed and may include:
 - a) Prioritize restoration of utility service to vital facilities and other facilities.
 - b) Arrange for the provision of emergency power sources where required.
 - c) Identify requirements for emergency drinking water and portable toilets to the department or agency responsible for mass care.
 - d) Assess damage to, repair, and restore public utilities.
 - e) Monitor recovery activities of privately owned utilities.

f. **Resource Management.**

- 1) Primary responsibility for this function is assigned to the **Office of Emergency Management (Emergency Management Coordinator), Human Resources (Human Resources Director), Purchasing Department (Purchasing Director), and support from the Tarrant County Information Technology (IT Department)** will prepare and maintain Annex M (Resource Management) and any supporting SOPs to this plan.
- 2) Emergency tasks to be performed and may include:
 - a) Maintain an inventory of emergency resources.
 - b) During emergency operations, locates supplies, equipment, and personnel to meet specific needs.
 - c) Maintain a list of suppliers for supplies and equipment needed immediately in the aftermath of an emergency.
 - d) Establish emergency purchasing procedures and coordinate emergency procurements.
 - e) Establish and maintain a manpower reserve and coordinate assignment of reserve personnel to departments and agencies that require augmentation.
 - f) Coordinate transportation, sorting, temporary storage, and distribution of resources during emergency situations.
 - g) Establish staging areas for resources, if required.
 - h) During emergency operations, identify to the Donations Management Coordinator those goods, services, and personnel that are needed.
 - i) Maintain records of emergency-related expenditures for purchases and personnel.

g. **Human Services.**

- 1) Primary responsibility for this function is assigned to the **Tarrant County Human Services Department (Human Services Director), Office of Emergency Management (Emergency Management Coordinator), Tarrant County Public Health, MHMR of Tarrant County and Tarrant County VOAD agencies such as the American Red Cross**. Prepare and maintain Annex O (Human Services) and any supporting SOPs to this plan.
- 2) Emergency tasks to be performed and may include:
 - a) Identify emergency feeding sites.
 - b) Identify sources of clothing for disaster victims.
 - c) Secure emergency food supplies.
 - d) Coordinate the needs of shelter facilities, whether operated by local government, local volunteer groups, or organized disaster relief agencies such as the American Red Cross.
 - e) Coordinate special care requirements for disaster victims such as the aged, persons with disabilities, and others that may need assistance.
 - f) Coordinate the provision of disaster mental health services to disaster victims, emergency workers, and/or others suffering trauma due to the emergency incident/disaster.

h. **Hazard Mitigation.**

- 1) The primary responsibility for this function is assigned to the **Office of Emergency Management (Emergency Management Coordinator)** and the **Transportation Department (Transportation Director / County Engineer)**, who will prepare and maintain Annex P (Hazard Mitigation) and any supporting SOPs to this plan.
- 2) Emergency tasks to be performed and may include:
 - a) Maintain the local Hazard Identification and Risk Assessment (HIRA).
 - b) Identify beneficial pre-disaster hazard mitigation projects and seek approval from local officials to implement such projects.
 - c) In the aftermath of an emergency, determine appropriate actions to mitigate the situation and coordinate implementation of those actions.
 - d) Coordinate and carry out post-disaster hazard mitigation program.

i. **Transportation.**

- 1) The primary responsibility for this function is assigned to the **Tarrant County Sheriff's Office (Sheriff), Resource Connection**

(Resource Connection Director), Tarrant County Transportation Department (Director of Transportation), Tarrant County Office of Emergency Management (Emergency Management Coordinator) with support from the Fort Worth Transportation Authority (The T) and School Districts around Tarrant County will prepare and maintain Annex S (Transportation) and any supporting SOPs to this plan.

- 2) Emergency tasks to be performed and may include:
 - a) Identifies local public and private transportation resources and coordinates their use in emergencies.
 - b) Coordinates deployment of transportation equipment to support emergency operations.
 - c) Establishes and maintains a reserve pool of drivers, maintenance personnel, parts, and tools.
 - d) Maintains records on use of transportation equipment and personnel for purpose of possible reimbursement.

j. **Donations & Volunteer Management.**

- 1) The primary responsibility for this function is assigned to the **Tarrant County Human Resources Department (Volunteer Coordinator), Tarrant County Office of Emergency Management (Emergency Management Coordinator), Resource Connection (Director), Human Services (Director), Housing Assistance Office (Director), Tarrant County Public Health (MRC Volunteer Coordinator) and Tarrant County Auditor's Office** who will prepare and maintain Annex T (Donations Management) and any supporting SOPs to this plan.
- 2) Emergency tasks to be performed and may include:
 - a) Compile resource requirements identified by the Resource Management staff.
 - b) Solicit donations to meet known needs.
 - c) Establish and implement procedures to receive, accept or turn down offers of donated goods and services, and provide instructions to donors of needed goods or services.
 - d) In coordination with the Resource Management staff, establish a facility to receive, sort, and distribute donated goods.
 - e) Volunteer management activities (affiliated and unaffiliated volunteers)

k. **Legal.**

- 1) The primary responsibility for this function is assigned to the **Tarrant County District Attorney**, who will prepare and maintain Annex U (Legal) and any supporting SOPs to this plan.

- 2) Emergency tasks to be performed and may include:
 - a) Advise elected officials on emergency powers of local government and procedures for invoking those measures.
 - b) Review and advise city officials on possible legal issues arising from disaster operations.
 - c) Prepare and/or recommend legislation to implement the emergency powers that may be required during and emergency.
 - d) Advise elected officials and department heads on record-keeping requirements and other documentation necessary for the exercising of emergency powers.
- I. Department and agency heads not assigned a specific function in this plan will be prepared to make their resources available for emergency duty at the direction of the Mayor or City Manager / County Judge or County Administrator.
7. Volunteer Organizations Active in Disaster & Other Services. **The Tarrant County Office of Emergency Management (Emergency Management Coordinator)** has the emergency contacts for the following agencies:
 - a. **Tarrant County VOAD.** The following are local volunteer agencies that can provide disaster relief services and traditionally have coordinated their efforts with the Tarrant County Office of Emergency Management:
 - 1) **American Red Cross—Chisholm Trail Chapter – North Texas Region (ARC).**

Provides shelter management, mass care, emergency shelters, fixed and mobile feeding, first aid personnel, aid stations, distribution of bulk supplies, disaster mental health services, family safe and well inquiry services, individual client casework, emergency financial aid to individuals and families, EOC Government Liaison, and canteen services for emergency workers.
 - 2) **The Salvation Army (TSA).**

Provides emergency assistance to include spiritual & emotional care to victims and first responders, donations management, cleanup and restoration to include distribution of cleaning supplies, coordination of volunteer rebuilding teams, setup of warehouses to distribute needed supplies, food & hydration services to victims and first responders, emergency shelter, disaster social services such as essential living supplies, food, shelter, clothing, baby supplies, emergency housing needs and provides referrals to government and private agencies for special services.

3) Southern Baptist Convention Disaster Relief/Texas Baptist Men.

Texas Baptist Men provide mass cooking by mobile feeding units staffed by volunteers. The Texas Baptist Men also provide disaster childcare, water purification, amateur radio & satellite communications, shower units, chain saw crews, conduct temporary repairs, reconstruction, counseling, bilingual services, and cleanout operations.

4) Tarrant County Radio Amateur Civil Emergency Service (RACES)

The Radio Amateur Civil Emergency Services provide amateur radio support for emergency operations, including communications support in the EOC and needed field locations.

5) United Way / 2-1-1.

United Way / 2-1-1 maintains a directory that provides free information about services in Tarrant and seven surrounding counties for people needing help related to basic needs, education, financial assistance, health issues and other concerns. It is maintained by 2-1-1 Texas, the information and referral service of Tarrant County United Way.

6) Humane Society of North Texas.

Humane Society of North Texas is a non-profit organization based in Fort Worth that provides animal adoptions, humane investigations, animal surrender, spay and neuter, animal lost and found and K911 attempts to rescue and alleviate the suffering of sick or injured animals on a 24-hour basis.

- 7) The first few hours of a disaster will require certain emergency services. The Tarrant County VOAD agencies are on-call 24 hours a day to setup and provide services during disasters. The following agencies are members of the Tarrant County VOAD and can be called upon for services during a disaster:

Adventist Community Services	American Red Cross	Catholic Charities	Central Texas Conference of the United Methodist Church	The Church of Jesus Christ of Latter-Day Saints
Community Storehouse	Fellowship Church Rapid	First Street Methodist	Fleet and Family	Gill Children's Services

Guinn Healthcare Technologies	Response Team MHMR of Tarrant County	Mission Presbyterian Church in America Mission to North American Disaster Response	Support Center The Salvation Army	Social Security Administration
Society of St. Vincent de Paul	Southern Baptists of Texas Convention, Disaster Relief	Tarrant Area Food Bank	United Way of Metropolitan Tarrant County	Volunteer Center of North Texas
Women's Shelter	World First Ministries	Many others		

VII. DIRECTION AND CONTROL

A. General

1. Cities: The Mayor in conjunction with the EMC are responsible for establishing objectives and policies for emergency management and providing general guidance for disaster response and recovery operations, all in compliance with the NIMS. During disasters, the EMC may carry out those responsibilities from the EOC.
2. Tarrant County: The County Judge & County Administrator in conjunction with the EMC are responsible for establishing objectives and policies for emergency management and providing general guidance for disaster response and recovery operations, all in compliance with NIMS.
3. Cities: The City Manager and the EMC will provide overall direction of the response activities for all city departments. During major emergencies and disaster, the EMC will normally carry out those responsibilities from the EOC.
4. Tarrant County: The County Administrator and the EMC will provide overall direction of response activities for all county departments. During major emergencies and disaster, the EMC will normally carry out those responsibilities from the EOC.
5. The Emergency Management Coordinator (EMC) will manage the EOC.
6. The IC, assisted by a staff sufficient for the tasks to be performed, will manage the emergency response.

7. During emergency operations, department heads retain administrative and policy control over their employees and equipment. However, personnel and equipment will carry out mission assignments directed by the IC. Each department and agency is responsible for having its own operating procedures to be followed during response operations, but interagency procedures, such a common communications protocol, may be adopted to facilitate coordinated effort.
8. If Tarrant County or participating cities' resources are insufficient or inappropriate to deal with an emergency situation, the City/County may request assistance from other jurisdictions, organized volunteer groups, or the State. The process for requesting State or federal assistance is covered in Section V. F of this plan; see also the Request for Assistance form in Annex M, Appendix 3. External agencies are expected to conform to the general guidance and directed provided by our senior decision-makers.

B. Emergency Facilities

1. ICP. Except when an emergency situation threatens, but has not yet occurred, and those situations for which there is no specific hazard impact site (such as a severe winter storm or area-wide utility outage), an ICP will be established in the vicinity of the incident site(s). As noted previously, the IC will be responsible for directing the emergency response and managing the resources at the incident scene.
2. EOC. When major emergencies and disasters have occurred or appear imminent, **Tarrant County will activate the Joint Emergency Operations Center (JEOC) which is located at the 275 W 13th Street (intersection of Monroe and W 13th St), Fort Worth, Texas 76102.** Each participating jurisdiction has identified their primary Emergency Operations Center and their alternate facilities, if needed.
3. The following positions are authorized to activate the County EOC:
 - a. County Judge
 - b. County Administrator
 - c. Emergency Management Coordinator
 - d. Assistant Emergency Management Coordinator
 - e. Emergency Management Specialist
 - f. Fire Marshal
 - g. Public Health Director / Health Authority
 - h. Sheriff
4. The following positions are authorized to active the City EOC (check your local SOPs / SOGs):

- a. Mayor
- b. City Manager
- c. Emergency Management Coordinator
- d. Fire Chief
- e. Police Chief
- f. Other authorized personnel

5. The general responsibilities of the EOC are to:

- a. Assemble accurate information on the emergency situation and current resource data to allow elected officials to make informed decisions on courses of action.
- b. Working with representatives of emergency services, determine and prioritize required response actions and coordinate their implementation.
- c. Provide resource support for emergency operations.
- d. Suspend or curtail government services, recommend the closure of schools and businesses, and cancellation of public events.
- e. Organize and activate large-scale evacuation and mass care operations.
- f. Provide emergency information to the public.

6. Representatives of those departments and agencies assigned emergency functions in this plan will staff the EOC. EOC operations are addressed in Annex N (Direction and Control). The interface between the EOC and the ICP is described in paragraph V. E above.

7. **Tarrant County's alternate EOC is located at County Administration located at 100 E Weatherford Street, Ste 404, Fort Worth, Texas 76196.** This facility will be used if our primary EOC becomes unusable. The Sheriff's Office and Public Health have Department Operations Centers that may be activated to support an incident.

8. Tarrant County Sheriff's Department, Fire Marshal's Office and Public Health have a Mobile Command Post or Command Trailer, operated by the Tarrant County Sheriff's Department, Fire Marshal's Office and Public Health Department, which may be used as an ICP. This vehicle is equipped with computers and communications equipment that can be used for voice and data capabilities in the field.

C. Line of Succession

1. The line of succession for the Mayor is:

- a. Mayor Pro-Tem OR
 - b. Most Senior City Council Member
- 2. The line of succession for the County Judge is:
 - a. Most Senior County Commissioner
- 3. The line of succession for the City Manager is:
 - a. Senior Deputy City Manager OR
 - b. Deputy City Manager.
- 4. The line of succession for the County Administrator is:
 - a. Assistant County Administrator
 - b. Assistant County Administrator – Governmental
- 5. The line of succession for the Emergency Management Coordinator is:
 - a. Assistant Emergency Management Coordinator
 - b. Emergency Management Specialist
 - c. Participating cities identified in this plan have identified their lines of succession and have documented them as part of their Standard Operating Procedures (SOPs) / Standard Operating Guidelines (SOGs).
- 6. The lines of succession for each of our department and agency heads shall be in accordance with the SOPs established by those departments and agencies.

VIII. READINESS LEVELS

- A. Many emergencies follow some recognizable build-up period during which actions can be taken to achieve a gradually increasing state of readiness. Tarrant County uses a four-tier system. Readiness Levels will be determined by the Emergency Management Coordinator (EMC). General actions to be taken at each readiness level are outlined in the annexes to this plan; more specific actions will be detailed in departmental or agency SOPs.
- B. The following Readiness Levels will be used as a means of increasing our alert posture.
 - 1. Level 4: Normal Conditions
 - a. Emergency incidents occur and local officials are notified. One or more departments or agencies respond to handle the incident; an ICP may be established. Limited assistance may be requested from other jurisdictions pursuant to established inter-local agreements.

- b. The normal operations of government are not affected.

2. Level 3: Increased Readiness

- a. Increased Readiness refers to a situation that presents a greater potential threat than “Level 4”, but poses no immediate threat to life and/or property. Increased readiness actions may be appropriate when the situations similar to the following occur:
 - 1) Coastal Weather Threat. A coastal weather threat generally is a tropical storm or hurricane that develops in the Caribbean and intensifies in the Gulf of Mexico and may strike the Texas Gulf Coast. Hurricanes winds can exceed 155 miles per hour causing damaging winds, spawn tornadoes and micro-bursts, create storm surges along the coast, and cause extensive damage from heavy rainfall and flooding. Readiness actions include regular situation monitoring through State readiness conference calls, review of plans and resource status, determining staff and facilities availability in case of evacuations into the North Central Texas region in which Tarrant County would need to coordinate shelter and mass care activities during a hurricane that may impact the State of Texas or Louisiana based on the State Emergency Management Plan, Hurricane Annex.
 - 2) Tropical Weather Threat. A tropical weather system has developed that has the potential to impact the local area. Readiness actions may include regular situation monitoring, a review of plans and resource status, determining staff availability and placing personnel on-call.
 - 3) Tornado Watch. Indicates possibility of tornado development. Readiness actions may include increased situation monitoring and placing selected staff on alert.
 - 4) Flash Flood Watch. Indicates flash flooding is possible due to heavy rains occurring or expected to occur. Readiness actions may include increased situation-monitoring, reconnaissance of known trouble spots, deploying warning signs.
 - 5) Wildfire Threat. During periods of extreme wildfire threat, readiness actions may include deploying additional resources to areas most at risk, arranging for standby commercial water tanker support, conducting daily aerial reconnaissance, or initiating burn bans.
 - 6) Mass Gathering. For mass gatherings with previous history of problems, readiness actions may include reviewing security, traffic control, fire protection, and first aid planning with organizers and determining additional requirements.

- b. Declaration of “Level 3” will generally require the initiation of the “Increased Readiness” activities identified in each annex to this plan.

3. Level 2: High Readiness

- a. High Readiness refers to a situation with a significant potential and probability of causing loss of life and/or property. This condition will normally require some degree of warning to the public. Actions could be triggered by severe weather warning information issued by the National Weather Service such as:

- 1) Coastal Weather Threat. A coastal weather threat generally is a tropical storm or hurricane that develops in the Caribbean and intensifies in the Gulf of Mexico and may strike the Texas Gulf Coast. Hurricanes winds can exceed 155 miles per hour causing damaging winds, spawn tornadoes and micro-bursts, create storm surges along the coast, and cause extensive damage from heavy rainfall and flooding. Readiness actions include review hurricane plans, regular situation monitoring through State readiness conference calls, identification of evacuation routes and contra-flow, review of plans and resource status, determining staff and facilities availability, contact with the Mesquite Reception Center and District Coordinator with DDC – Hurst to identify if Tarrant County shelters will be needed, coordinate with 41 cities in Tarrant County on shelters that would be activated and identify resource needs and shortfalls.
- 2) Tropical Weather Threat. A tropical weather system may impact the local area within 72 hours. Readiness actions may include continuous storm monitoring, identifying worst-case decision points, increasing preparedness of personnel and equipment, updating evacuation checklists, verifying evacuation route status, and providing the public information for techniques to protect homes and businesses on the evacuation routes.
- 3) Tornado Warning. Issued when a tornado has actually been sighted in the vicinity or indicated by radio, and may strike in the local area. Readiness actions may include activating the EOC, continuous situation monitoring, and notifying the public about the warning.
- 4) Flash Flood Warning. Issued to alert persons that flash flooding is imminent or occurring on certain streams or designated areas, and immediate action should be taken. Readiness actions may include notifying the public about the warning, evacuating low-lying areas, open shelters to house evacuees, and continuous situation monitoring.
- 5) Winter Storm Warning. Issued when heavy snow, sleet, or freezing rain are forecast to occur separately or in a combination. Readiness

actions may include preparing for possible power outages, putting road crews on stand-by to clear and/or sand the roads, and continuous situation monitoring.

- 6) Mass Gathering. Civil disorder with relatively large-scale localized violence is imminent. Readiness actions may include increased law enforcement presence, putting hospitals and fire departments on alert and continuous situation monitoring.

- b. Declaration of a “Level 2” will generally require the initiation of the “High Readiness” activities identified in each annex to this plan.

4. Level 1: Maximum Readiness

- a. Maximum Readiness refers to situation that hazardous conditions are imminent. This condition denotes a greater sense of danger and urgency than associated with a “Level 2” event. Actions could also be generated by severe weather warning information issued by the National Weather Service combined with factors making the event more imminent.

- 1) Coastal Weather Threat. A coastal weather threat generally is a tropical storm or hurricane that develops in the Caribbean and intensifies in the Gulf of Mexico and may strike the Texas Gulf Coast. Hurricanes winds can exceed 155 miles per hour causing damaging winds, spawn tornadoes and micro-bursts, create storm surges along the coast, and cause extensive damage from heavy rainfall and flooding. Readiness actions include regular situation monitoring through State readiness conference calls, contact with evacuating coastal communities, identification of evacuation routes and contra-flow, deployment of Incident Management Teams, Urban Search & Rescue teams and regional resources to the Gulf Coast as requested by TDEM, review of plans and resource status, determining staff availability, activation of EOC, response actions include review hurricane plans, regular situation monitoring through State conference calls, identification of evacuation routes and contra-flow, determining staff and facilities availability, contact with the Mesquite Reception Center and District Coordinator with DDC – Hurst to identify if Tarrant County shelters will be needed, coordinate with 41 cities in Tarrant County on shelters that would be activated and identify resource needs and shortfalls, regular regional / county conference calls, coordinating District Coordinator co-located at the JEOC, Incident Action Planning, use of WebEOC for incident action planning, situation reports, shelter reporting, resource coordination and resource request.

- 2) Tropical Weather Threat. The evacuation decision period is nearing for an approaching tropical weather system that may impact the local area. Readiness actions may include continuous situation monitoring,

activation of the EOC, recommending precautionary actions for special facilities, placing emergency personnel and equipment into position for emergency operations, and preparing public transportation resources for evacuation support.

- 3) Tornado Warning. Tornado has been sited especially close to a populated area or moving towards a populated area. Readiness actions may include taking immediate shelter and put damage assessment teams on stand-by.
 - 4) Flash Flood Warning. Flooding is imminent or occurring at specific locations. Readiness actions may include evacuations, rescue teams on alert, sheltering evacuees and/or others displaced by the flooding, and continuous monitoring of the situation.
 - 5) Mass Gathering. Civil disorder is about to erupt into large-scale and widespread violence. Readiness actions may include having EMC units on standby, law enforcement present for duty and notify the DDC that assistance may be needed and keep them apprised of the situation, and continuous situation monitoring is required.
- b. Declaration of "Level 1" will generally require the initiation of the "Maximum Readiness" activities identified in each annex to this plan.

IX. ADMINISTRATION AND SUPPORT

A. Agreements and Contracts

1. Should our resources prove to be inadequate during an emergency; requests will be made for assistance from other local jurisdictions, other agencies, and industry in accordance with existing mutual-aid agreements and contracts and those agreements and contracts concluded during the emergency. Such assistance may include equipment, supplies, or personnel. All agreements will be entered into by authorized officials and should be in writing whenever possible. Agreements and contracts should identify the local officials authorized to request assistance pursuant to those documents.
2. In an effort to facilitate assistance pursuant to mutual aid agreements, the County and participating cities' deployable grant-funded equipment is identified in the Texas Regional Response Network (TRRN).
3. The agreements and contracts pertinent to emergency management that we are a party to are summarized in Attachment 6.

B. Reports

1. Hazardous Materials Spill Reporting. If we are responsible for a release of hazardous materials of a type or quantity that must be reported to state and Federal agencies, the department or agency responsible for the spill shall make the required report. See Annex Q, Hazardous Materials and Oil Spill Response, for more information. If the party responsible for a reportable spill cannot be located, the IC shall ensure that the required report(s) are made.
2. Initial Emergency Report. This short report should be prepared and transmitted by the EOC when an on-going emergency incident appears likely to worsen and we may need assistance from other local governments or the State. See Annex N, Direction and Control for the format and instructions for this report.
3. Situation Report. A daily situation report should be prepared and distributed by the EOC during major emergencies or disasters. See Annex N, Direction and Control, for the format of and instructions for this report.
4. Other Reports. Several other reports covering specific functions are described in the annexes to this plan.

C. Records

1. Record Keeping for Emergency Operations

Tarrant County and participating cities are responsible for establishing the administrative controls necessary to manage the expenditure of funds and to provide reasonable accountability and justification for expenditures made to support emergency operations. This shall be done in accordance with the established local fiscal policies and standard cost accounting procedures.

- a. Activity Logs. The ICP and the EOC shall maintain accurate logs recording key response activities, including:
 - 1) Activation or deactivation of emergency facilities.
 - 2) Emergency notifications to other local governments and to state and federal agencies.
 - 3) Significant changes in the emergency situation.
 - 4) Major commitments of resources or requests for additional resources from external sources.
 - 5) Issuance of protective action recommendations to the public.
 - 6) Evacuations.
 - 7) Casualties.
 - 8) Containment or termination of the incident.
 - 9) Activity logs can be created in WebEOC to provide documentation for the incident.

- b. Incident Costs. All department and agencies shall maintain records summarizing the use of personnel, equipment, and supplies during the response to day-to-day incidents to obtain an estimate of annual emergency response costs that can be used as in preparing future department or agency budgets.
- c. Emergency or Disaster Costs. For major emergencies or disasters, all departments and agencies participating in the emergency response shall maintain detailed records of costs and expenditures for emergency operations to include:
 - 1) Personnel costs, especially overtime costs
 - 2) Equipment operations costs
 - 3) Costs for leased or rented equipment
 - 4) Costs for contract services to support emergency operations
 - 5) Costs of specialized supplies expended for emergency operations

These records may be used to recover costs from the responsible party or insurers or as a basis for requesting financial assistance for certain allowable response and recovery costs from the state and/or federal government.

2. Preservation of Records

- a. In order to continue normal government operations following an emergency situation disaster, vital records must be protected. These include legal documents as well as property and tax records. The principal causes of damage to records are fire and water; therefore, essential records should be protected accordingly. Each agency responsible for preparation of annexes to this plan will include protection of vital records in its SOPs.
- b. If records are damaged during an emergency situation, we will seek professional assistance to preserve and restore them.

D. Training

It will be the responsibility of each department director to ensure that agency personnel, in accordance with the NIMS, possess the level of training, experience, credentialing, currency, physical and medical fitness, or capability for any positions they are tasked to fill.

E. Consumer Protection

Consumer complaints regarding alleged unfair or illegal business practices often occur in the aftermath of a disaster. Such complaints will be referred to the

State Attorney General's Office, Consumer Protection Division of the Office of the Attorney General.

F. Post-Incident and Exercise Review

The EMC is responsible for organizing and conducting a critique following the conclusion of a significant emergency event/incident or exercise. The After Action Report (AAR) will entail both written and verbal input from all appropriate participants. An Improvement Plan will be developed based on the deficiencies identified, and an individual, department, or agency will be assigned responsibility for correcting the deficiency and a due date shall be established for that action.

X. PLAN DEVELOPMENT AND MAINTENANCE

A. Plan Development

The EMC is responsible for the overall development and completion of the Emergency Management Plan, including annexes. The Mayor & County Judge are responsible for approving and promulgating this plan.

B. Distribution of Planning Documents

1. The EMC shall determine the distribution of this plan and its annexes. In general, copies of plans and annexes should be distributed to those individuals, departments, agencies, and organizations tasked in this document. Copies should also be set-aside for the EOC and other emergency facilities.
2. The Tarrant County Emergency Management Plan should include a distribution list (See Attachment 1 to this plan) that indicates who receives copies of the basic plan and the various annexes to it. In general, individuals who receive annexes to the basic plan should also receive a copy of this plan, because the Basic Plan describes the emergency management organization and basic operational concepts.

C. Review

The Basic Plan and its annexes shall be reviewed annually by Tarrant County Office of Emergency Management and participating cities. The EMC will establish a schedule for annual review of planning documents by those tasked in them.

D. Update

1. The Tarrant County Emergency Management Plan will be updated based upon deficiencies identified during actual emergency situations and exercises and when changes in threat hazards, resources and capabilities, or government structure occur.
2. The Tarrant County Emergency Management Plan and its annexes must be revised or updated by a formal change at least **every five years**. Responsibility for revising or updating the Emergency Management Plan is assigned to the EMC. Responsibility for revising or updating the annexes to this plan is outlined in Section VI. B, Assignment of Responsibilities, as well as in each annex. For details on the methods of updating planning documents as well as more information on when changes should be made, refer to Chapter 3 of the Division of Emergency Management (DEM) *Local Emergency Management Planning Guide* (DEM-10).
3. Revised or updated planning documents will be provided to all departments, agencies, and individuals tasked in those documents.
4. Government Code, Chapter 418.043(4) provides that TDEM shall review local emergency management plans. The process for submitting new or updated planning documents to TDEM is described in Chapter 6 of the DEM-10. The EMC is responsible for submitting copies of planning documents to the TDEM Policy and Plans Unit Planner for review.

ATTACHMENTS

ATTACHMENTS:

1. Distribution List
2. References
3. Organization for Emergency Management
4. Emergency Management Functional Responsibility Matrix
5. Annex Assignments
6. Summary of Agreements & Contracts
7. National Incident Management System Summary
8. Functional Needs Shelter Support (FNSS) Planning for Persons with Disabilities

ATTACHMENT 1 - DISTRIBUTION LIST

Tarrant County Office of Emergency Management Emergency Management Plan and Annexes Distribution



Department / Agency	Number of Copies*	Basic Plan (BP) / Annexes
American Red Cross (ARC) – Chisholm Trail Chapter (VOAD)	3	All
Administrator's Office	10	All
Adventist Community Services (VOAD)	1	All
Atmos Energy	1	All
Budget Department / Risk Management	2	All
Catholic Charities (VOAD)	1	All
Central Texas Conference of the United Methodist Church (VOAD)	1	All
Child Protective Services	1	All
Church of Jesus Christ of Latter Day Saints (VOAD)	1	All
County Attorney	1	All
Commissioners Court	1	All
Community Storehouse	1	All
County Judge	1	All
County Commissioner – Precinct 1	1	All
County Commissioner – Precinct 2	1	All
County Commissioner – Precinct 3	1	All
County Commissioner – Precinct 4	1	All
Community Supervision and Corrections Dept. (CSCD)	1	All
Community Development	1	All
Constables (Precincts 1-8)	8	All
County Clerk	1	All
County Courts of Law	1	All
County Criminal Courts	1	All
County Fire Marshal	3	All
County Sheriff	1	All
Credit Union	1	All

**Tarrant County Office of Emergency Management
Emergency Management Plan and Annexes Distribution**



Criminal District Courts	1	All
Criminal Courts Support	1	All
DFW International Airport (Emergency Management)	3	All
District Attorney	1	All
District Clerk	1	All
District Courts	1	All
District Courts Masters (Assoc Judges)	1	All
Domestic Relations (Child Support, Community Supervision Unit)	1	All
Emergency Management Coordinator, Asst EMC, Emergency Management Specialist	3	All
EPAB Medical Director	1	All
EOC (Each position in the EOC will have a digital copy in the EOC Position Checklist notebook)	50	All
Eighth Administrative Judicial Region	1	All
Elections Administration	1	All
Facilities Management	1	All
Fellowship Church Rapid Response Team (VOAD)	1	All
First Street Methodist Mission (VOAD)	1	All
Fleet and Family Support Center (VOAD)	1	All
Fort Worth Independent School District – Emergency Management	1	All
Fort Worth Transportation Authority	1	All
General Service Administration (Federal Agency)	1	All
Gill Children's Services (VOAD)	1	All
Grand Jury	1	All
Guinn Healthcare Technologies (VOAD)	1	All
Historical Archives and Commission	1	All
Housing Assistance	1	All
Human Resources	1	All
Human Services	1	All
HQ – 2 nd Brigade 49 th Armored Division – Texas Air National Guard - Military	1	All
Information Technology (Including Records Management)	1	All
Jury Services	1	All

**Tarrant County Office of Emergency Management
Emergency Management Plan and Annexes Distribution**



Justices of the Peace	1	All
Juvenile Services	1	All
Law Library	1	All
Local Emergency Planning Committee (LEPC)	1	All
Magistrate Court	1	All
Medical Examiner's Office	1	All
MedStar	1	All
MHMR of Tarrant County (VOAD)	1	All
NAS JRB – Fort Worth (Emergency Management) - Military	1	All
National Weather Services – Fort Worth	1	All
OnCor Electric Delivery	1	All
Presbyterian Church in America Mission to North America Disaster Response (VOAD)	1	All
Pre-Trial Services	1	All
Probate Courts	2	All
Public Health Department (including WIC Clinics)	4	All
Purchasing Department	1	All
Resource Connection	2	All
RACES Officer (Tarrant County RACES)	1	All
The Salvation Army (TSA)	1	All
Second Court of Appeals	1	All
Social Security Administration (Federal)	1	All
Society of Saint Vincent de Paul (VOAD)	1	All
Southern Baptists of Texas Convention, Disaster Relief (VOAD)	1	All
Tarrant Area Food Bank (VOAD)	1	All
Tarrant County ACCESS (VOAD)	1	All
Tarrant County Community College District	2	All
Tarrant County Medical Operations Center (Hospitals in Tarrant County)	50	All
Tarrant Regional Water District	1	All
Tax Assessor / Collector	1	All
Texas AgriLife Extension Service (formally Texas Agriculture)	1	All
Time Warner Cable	1	All

**Tarrant County Office of Emergency Management
Emergency Management Plan and Annexes Distribution**



Transportation Department	5	All
Texas Division of Emergency Management, District Coordinator – DDC Hurst	2	All
The Women's Shelter (VOAD)	1	All
United Way of Metropolitan Tarrant County / 2-1-1	1	All
U.S. Army Corps of Engineers (Federal Agency)	1	All
Veterans Service	1	All
Volunteer Center of North Texas (VCNT) (VOAD)	1	All
Volunteer Services (see Human Resources)	1	All
World First Ministries (VOAD)	1	All
Cities within Tarrant County	Number of Copies	Distribution of EMP & Annexes
Arlington	1	All
Azle	1	All
Bedford	1	All
Benbrook	1	All
Blue Mound	1	All
Burleson (Johnson County)	1	All
Colleyville	1	All
Crowley	1	All
Dalworthington Gardens	1	All
Edgecliff Village	1	All
Eules	1	All
Everman	1	All
Flower Mound (Denton County)	1	All
Forest Hill	1	All
Fort Worth	1	All
Grand Prairie	1	All
Grapevine	1	All
Haltom City	1	All
Haslet	1	All
Hurst	1	All
Keller	1	All
Kennedale	1	All
Lakeside	1	All
Lake Worth	1	All

Tarrant County Office of Emergency Management Emergency Management Plan and Annexes Distribution



Mansfield	1	All
Newark (Wise County)	1	All
North Richland Hills	1	All
Pantego	1	All
Pelican Bay	1	All
Reno (Wise County)	1	All
Richland Hills	1	All
River Oaks	1	All
Saginaw	1	All
Sansom Park	1	All
Southlake	1	All
Trophy Club (Denton County)	1	All
Watauga	1	All
Westlake	1	All
Westover Hills	1	All
Westworth Village	1	All
White Settlement	1	All
Total CDs Distributed:	271	All

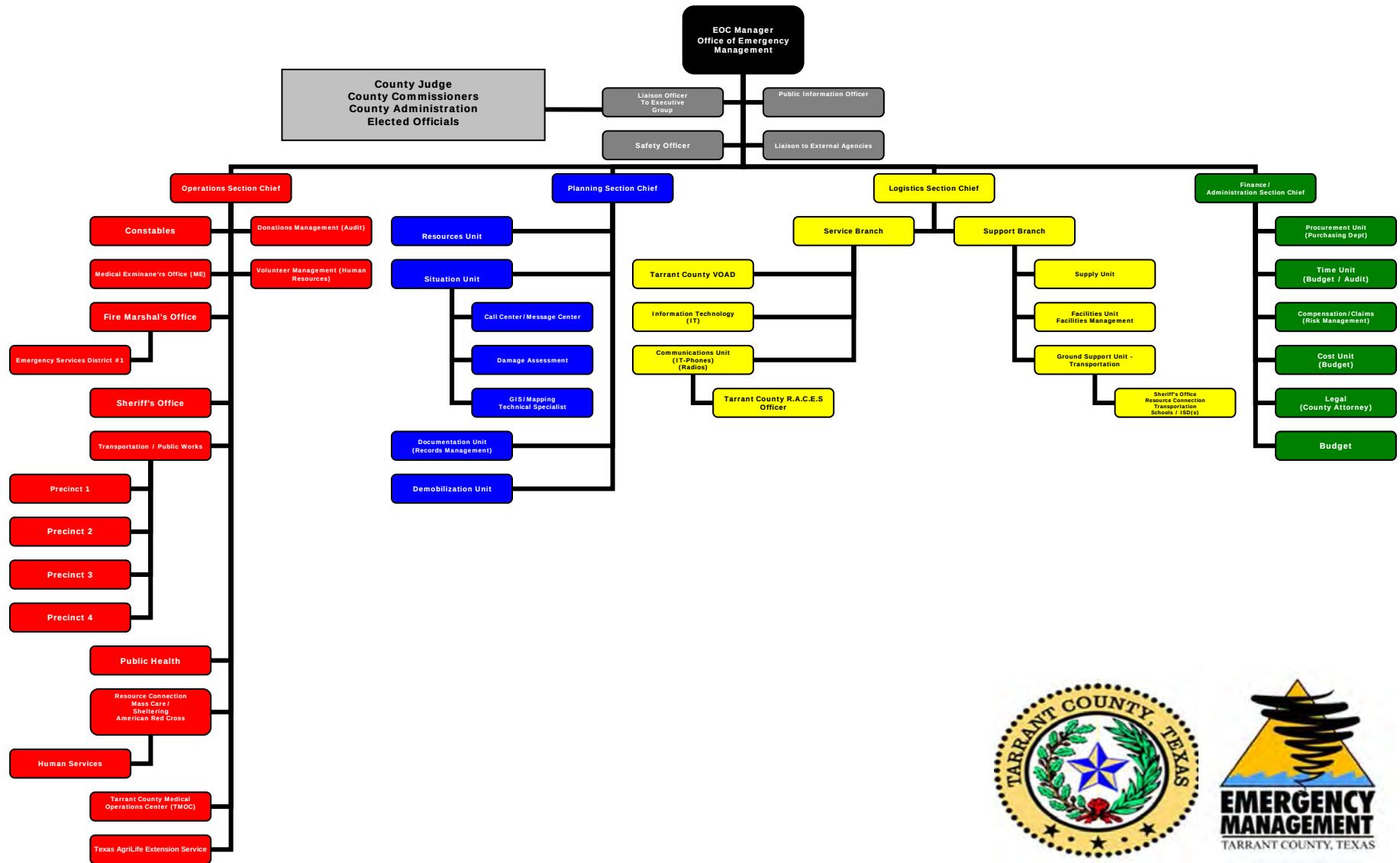
*Copies of the Tarrant County EMP are distributed in electronic format via CDs, made available on the Tarrant County FTP site and maybe made available on the Tarrant County Emergency Management website. It is up to each Department/Agency to print off and maintain the appropriate number of copies they require.

ATTACHMENT 2 - REFERENCES

1. Texas Department of Public Safety, Texas Division of Emergency Management, *Local Emergency Management Planning Guide*, DEM-10
2. Texas Department of Public Safety, Texas Division of Emergency Management, *Disaster Recovery Manual*
3. Texas Department of Public Safety, Texas Division of Emergency Management, *Mitigation Handbook*
4. FEMA, Independent Study Course, IS-288: *The Role of Voluntary Organizations in Emergency Management*
5. FEMA, *State and Local Guide (SLG) 101: Guide for All-Hazard Emergency Operations Planning*
6. U. S. Department of Homeland Security, *National Response Framework*
7. 79th Texas Legislature, *House Bill 3111*
8. *Government Code, Chapter 418*

ATTACHMENT 3 – TARRANT COUNTY ORGANIZATION FOR EMERGENCY MANAGEMENT

Tarrant County JEOC Organizational Chart



ATTACHMENT 4 – TARRANT COUNTY EMERGENCY MANAGEMENT FUNCTIONAL RESPONSIBILITIES

	A - Warning	B - Communications	C - Shelter & Mass Care	D - Radiological Protection	E - Evacuation	F - Firefighting	G - Law Enforcement	H - Health & Medical	I - Public Information	J - Recovery	K - Public Works & Utilities	L - Utilities	M - Resource Management	N - Direction & Control	O - Human Services	P - Hazard Mitigation	Q - Hazmat & Oil Spill Response	R - Search and Rescue	S - Transportation	T - Donations Management	U - Legal	V - Terrorist Incident Response
Tarrant County Departments / Agencies																						
American Red Cross (ARC)			S						S	S			S		S							S
Administrator's Office									C													
Auditor's Office																				P		
Budget Office / Risk Management										S												
Commissioner's Court / County Judge																						
Constables							P															S
County Clerk																						
District Attorney									P												P	
Emergency Management	S/C	S/C	S/C	C	C	C	C	C	C	P/C	C	S/C	S/C		P/C		C	C	P/C	P/C	C	C
Facilities Management										S		P										
Fire Marshal			S	P		P											P		P			
Historical Archives and Commission																						
Housing Assistance										S										S		
Human Resources													S							P		
Human Services			S							S					P					S		
Information Technology (IT)		P										S	S									
John Peter Smith Health Network (JPS)			S					S					S									S
Medical Examiner's Office								S														C
Public Health			S					P	P		S				S					P		
Public Information Officer (PIO)	C		S		C	C	C	C	P	C					C		C	C		C		C
Purchasing Department										S			S									
Resource Connection			P																P	S		
Sheriff's Department	P	S	S		P		P												P			P
Tarrant County Fire Alarm	P	S																				
Tax Assessor / Collector																						
Texas AgriLife Extension			S					C														C
Transportation (Precinct 1-4)										S	P						S		P			
Volunteer Services (Human Resources)															S					P		
Tarrant County VOAD			S												S							
MHMR of Tarrant County			S																			
Fort Worth ISD / Fort Worth Transportation Authority (the T)																			S			

All County Departments may have a support responsibility during an emergency or disaster. P - Indicates primary responsibility S - Indicates support responsibility C - Indicates Coordination Responsibility

ATTACHMENT 4 – PARTICIPATING CITIES' EMERGENCY MANAGEMENT FUNCTIONAL RESPONSIBILITIES

	A - Warning	B - Communications	C - Shelter & Mass Care	D - Radiological Protection	E - Evacuation	F - Firefighting	G - Law Enforcement	H - Health & Medical	I - Public Information	J - Recovery	K - Public Works & Engineering	L - Utilities	M - Resource Management	N - Direction & Control	O - Human Services	P - Hazard Mitigation	Q - Hazmat & Oil Spill Response	R – Search and Rescue	S - Transportation	T - Donations Management	U - Legal	V - Terrorist Incident Response		
Tarrant County Cities Departments /Agencies Roles and Responsibilities in the Tarrant County Emergency Management Plan																								
Azle	FD PD	FD PD	Parks	FD	PD	FD	PD	FD	CMO PD	FIN CBO UTI	CBO UTI	CBO UTI	FIN	County Departments may serve as Incident Commander depending on the Incident. Cities participating in this plan may vary on the responsibility for EOC activation	Parks CBO	Emergency Management has the primary responsibility for Direction and Control	FD	FD	PD	FIN	CMO	PD FD		
Bedford	PD	PD	CS	FD	PD	FD	PD	FD	PIO	FIN	PW	PW	FIN		HR		City Sec	FD	FD	FD	CS	FIN	CMO	PD
Benbrook	PD	PD	FD / EMC	FD	PD	FD	PD	FD / EMS	PIO	FIN	PW	BWA	FD / EMC		FD		City Sec	FD	FD	FD	FD / MC	Asst to CMO	City Attorney	PD
Blue Mound	DISP	DISP	FD	FD	FD PD	FD	PD	FD	FD	FD	PW	PW	FD		FD		City Sec	FD	FD	FD	PD	PD	City Admin	PD
Crowley	PD	PD	PW	FD	PD	FD	PD	FD	CMO	PW	PW	CBO	City Sec		HR		City Sec	FD	FD	FD	PW	City Sec	CMO Contract	PD
Colleyville	PD	PD	Parks	FD	PD	FD	PD	FD	Comm Director	FIN	PW	PW	FD		Parks		City Admin	FD	FD	FD	PW	FIN	City Attorney	PD
Dalworthington Gardens	DPS	PD	FD	FD	PD	FD	PD	DPS	PD	DPS	PD	FD	FD		City Admin		City Sec	FD	FD	FD	DP S	DP S	City Attorney	PD
Edgecliff Village	FD / City Admin	FD	FD City Admin	FD	FD	FD	TCISO FD	FD / Med Star	FD City Admin	FD City Admin	PW CE	PW UTI	FD City Admin		FD City Admin		City Sec	FD	FD	FD	FD PW	FD City Admin	City Admin	FD
Eules	EMC	PD	Parks & CS	FD	PD	FD	PD	FD	PIO	EMC	PW	PW	Fleet & Facility Services		Parks & CS		City Sec	FD	FD	FD	Parks & CS	Parks & CS	City Attorney	PD
Everman	FD	PD	FD	FD	PW	FD	PD	FD	FD	PW FIN	PW	PW	FIN		FD		City Sec	FD	FD	FD	FD	FD	City Attorney	PD
Forest Hill	FD PD	PD FD	FD PD	FD PD	PD FD	FD PD	PD	FD PD	PD FD	FD PD	PW BLDG PD FD	PW PD FD	FD FIN CMO	PD FD FIN	City Sec	FD	FD	FD	PD	FD	City Sec FIN CMO	City Attorney CMO	PD FD	
Grapevine	PD	PD	Parks	FD	PD	FD	PD	FD	PD	Dev Services	PW	PW	PW	Parks	City Sec	FD	FD	FD	FD	Parks	CVB	City Attorney	PD	
Haslet	FD	FD	FD	FD	FD TCISO	FD	TCISO	FD Med Star TCPH	City Sec Mayor	FD	PW	PW UTI	FD	FD	City Sec	FD	FD	FD	FD	PW	FD	CMO Contract	FD TCISO	
Hurst	FD PD	FD PD	FD CS	FD	FD	FD	PD	FD	CMO FD	FD	PW FD	PW CMO FD	FD PD PD PW Risk Purch Bldg	FD	City Sec	FD	FD	FD	FD	FD PD CS	CMO	PD FD		
Keller	PD EMC	PD FD RACES	Library HR KISD	FD	PD FD	FD	PD	FD	Comm Spec Info Services	Comm Dev EMC FIN	PW Parks	PW CMO	FIN HR	HR	City Sec	FD	FD	FD	PW	FD	City Attorney	PD		
Kennedale	FD	City Sec	Library Comm Ctr	FD	PD	FD	PD	FD	City Sec	Streets	Water	FD	HR	HR	City Sec	FD	FD	FD	FD	FD	City Sec	PD		
Lake Worth	PD FD	PD	FD Churches	FD	FD PD	FD	PD	FD Medstar	CMO FD PD	FD	PW	PW	FD	FD	City Sec	FD	FD	FD	FD NERO	FD NERO	FD ISD	PW CMO Senior Ctr	CMO Contract	PD FD
Lakeside	PD	PD	PW	FD	PD	FD	PD	FD	City Admin	EMC	PW	PW EMC	City Sec	City Admin City Sec	City Sec	FD	FD	FD	FD	VOAD	City Attorney	PD		
Mansfield	PD	PD	CMO	EMC	PD	FD	PD	FD Admin	CMO	PW	PW	PW CMO	EMC	CMO	City Sec	FD	FD	FD	FD	PW	CMO	City Attorney	PD	
North Richland Hills	FD	FD	FD	FD	FD	FD	FD	PD	FD	FD	PW	PW	FD	FD	City Sec	FD	FD	FD	FD	PW	FD	City Attorney	PD	
Pantego	PD FD	PD Admin	Admin PW	FD PD	PD FD	FD PD	PD FD	FD Admin	Admin PD	FIN PW	PW Admin	PW Admin	Admin PD FD PW FIN	Admin FIN	City Sec	FD	FD	FD	FD PD	Admin Vol Services	PD PW	Admin Vol Services	City Attorney Admin	PD FD PW
Pelican Bay (To be Identified by Pelican Bay PD)	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	City Sec	FD	FD	FD	TBD	TBD	TBD	TBD		
River Oaks	EMC	EMC	EMC	EMC Admin	EMC	FD EMC	PD	EMC Admin	EMC Admin	EMC Admin	EMC PW	EMC Admin	EMC Admin	EMC Admin	City Sec	FD	FD	FD	PD EMC	EMC PW	EMC	EMC Admin	PD EMC	

	A - Warning	B - Communications	C - Shelter & Mass Care	D - Radiological Protection	E - Evacuation	F - Firefighting	G - Law Enforcement	H - Health & Medical	I - Public Information	J - Recovery	K - Public Works & Engineering	L - Utilities	M - Resource Management	N - Direction & Control	O - Human Services	P - Hazard Mitigation	Q - Hazmat & Oil Spill Response	R - Search and Rescue	S - Transportation	T - Donations Management	U - Legal	V - Terrorist Incident Response
Richland Hills	PD	PD	EMC	FD	PD	FD	PD	TCPH	CMO	EMC	PW	PW	CMO EMC	EMC Court Clerk			FD	FD	EMC PW	EMC City Sec	CMO	PD
Saginaw	FD	FD	FD CERT	FD	FD	FD	PD	FD	FD PD	FD	FD PW	FD	FD	FD TCPH MHMR			FD	FD	FD EMS ISD	FD CERT	City Attorney	FD PD
Sansom Park	PD FD	PD FD	Com Dev	FD	PD FD	FD	PD	FD	Com Dev	EMC	Com Dev PW	Com Dev PW	Com Dev PW EMC	EMC			FD	FD	Com Dev	EMC	City Attorney	PD
Southlake	OEM PIO DISP	Fire Marshal OEM	Com Serv	FD	PD	FD	PD	FD	PIO OEM	OEM Planning	PW	PW	OEM PUR FIN	OEM			FD	FD	PW ISD	HR OEM VOAD	City Attorney	PD
Watauga	EMC NRHW Alarm PIO	EMC IT	Parks & CS	FD	PD FD	FD	PD	FD Code Enf	PIO	EMC CEO Fire Marshal	PW	PW EMC	FIN HR	EMC			FD	FD	EMC	LIB	City Attorney	PD
Westlake	EMC COM IT	COMM	ARC	FD	Marshall KPD	FD	Keller PD	FD / TCPH	COMM / PIO	EMC / FD	PW FAC	PW FAC EMC	EMC HR FIN	EMC VOAD			FD	FD	Contract	HR FIN	City Attorney	FD KPD WLMO
Westover Hills	PD	PD	PD	FW FD	PD	FW FD	PD	PD	PD	EMC	PW Eng	PW	Town Sec PD PW	EMC			FW FD	FW FD	PW	EMC PD	Town Attorney	PD
Westworth Village	PD	PD IT	Code Enf PD	PD FW FD	PD	FW FD	PD	TCPH	Mayor PIO	EMC	PW	PW Water UTI	EMC HR CMO Mayor	EMC			PD FW FD	PD FW FD	PW	EMC	City Attorney	PD
White Settlement	FD	PD IT	FD	FD	FD PD	FD	PD	FD	PD PIO	EMC	PW	PW EMC	EMC HR	EMC FD HR			EMC FD	FD EMC	Parks	HR	City Attorney	PD FD

ATTACHMENT 5 – Tarrant County Annex Assignments

Annex	Assigned To
Annex A: Warning	Tarrant County Sheriff's Office (Sheriff) with support from the Office of Emergency Management (Emergency Management Coordinator)
Annex B: Communications	Tarrant County Information Technology (Radio Communications Specialist) with support from the Office of Emergency Management (Emergency Management Coordinator), Tarrant County Radio Amateur Civil Emergency Services (RACES)
Annex C: Shelter & Mass Care	Resource Connection (Resource Connection Director) with support from the Office of Emergency Management (Emergency Management Coordinator), Tarrant County Public Health (Director), John Peter Smith Health Network (JPS), Tarrant County Constables and the American Red Cross
Annex D: Radiological Protection	Tarrant County Fire Marshal's Office (Fire Marshal)
Annex E: Evacuation	Tarrant County Sheriff's Office (Sheriff)
Annex F: Firefighting	Tarrant County Fire Marshal's Office (Fire Marshal)
Annex G: Law Enforcement	Tarrant County Sheriff's Office (Sheriff)
Annex H: Health and Medical Services	Tarrant County Public Health (Public Health Director), Tarrant County Human Services (Director), Medical Examiner's Office (Medical Examiner), and John Peter Smith Health Network (JPS) (Tarrant County Medical Operations Center)
Annex I: Public Information	County Public Information Officer (PIO) located in County Administration, Senior Public Information Officer for Tarrant County Public Health, Tarrant County District Attorney Public Information Officer (PIO) or Tarrant County Sheriff's Office Public Information Officer
Annex J: Recovery	Office of Emergency Management (Emergency Management Coordinator) with support from Budget Department (Risk Management), and Facilities Department, Human Services (Director), Housing Assistance Office (Director), Purchasing Department (Director), Transportation Department (Director) and various County Departments.
Annex K: Public Works & Engineering	Tarrant County Transportation Department (Transportation Director), Tarrant County Facilities Department (Facilities Director) with support from County Precincts and Tarrant County Public Health.
Annex L: Utilities	Tarrant County Facilities Department (Facilities Director) with support from the Office of Emergency Management (Emergency Management Coordinator) and Tarrant County Information Technology (IT Department).
Annex M: Resource Management	Office of Emergency Management (Emergency Management Coordinator), Human Resources

	(Human Resources Director), Information Technology (Director) and Purchasing Department (Purchasing Director).
Annex N: Direction & Control	Office of Emergency Management (Emergency Management Coordinator)
Annex O: Human Services	Tarrant County Human Services Department (Human Services Director), Office of Emergency Management (Emergency Management Coordinator), MHMR of Tarrant County, and Tarrant County VOAD Agencies such as the American Red Cross.
Annex P: Hazard Mitigation	Office of Emergency Management (Emergency Management Coordinator) and Tarrant County Transportation Director / County Engineer.
Annex Q: Hazardous Materials & Oil Spill Response	Tarrant County Fire Marshal's Office (Fire Marshal) with support from the Transportation Department (Environmental Services Specialist).
Annex R: Search and Rescue	Tarrant County Fire Marshal's Office (Fire Marshal).
Annex S: Transportation	Tarrant County Sheriff's Office (Sheriff), Resource Connection (Resource Connection Director), Tarrant County Transportation (Director of Transportation), Tarrant County Office of Emergency Management (Emergency Management Coordinator), with support from the Fort Worth Transportation Authority, and School Districts around Tarrant County (ISDs).
Annex T: Donations & Volunteer Management	Tarrant County Human Resources Department (Volunteer Coordinator), Tarrant County Office of Emergency Management (Emergency Management Coordinator), Tarrant County Public Health (Medical Resource Corps Volunteer Coordinator), Resource Connection (Director), Human Services (Director), Housing Assistance Office (Director) and Tarrant County Auditor's Office.
Annex U: Legal	Tarrant County Director Attorney (DA's Office)
Annex V: Terrorist Incident Response	Tarrant County Sheriff's Office (Sheriff) with support from Constables Office.

ATTACHMENT 6 - SUMMARY OF AGREEMENTS & CONTRACTS

Agreements

Agreements / Contracts	Description	Summary of Provisions	Officials Authorized to Implement	Cost(s)	Copies Held By
Emergency Management Agreements					
Interlocal Agreement for Emergency Management with the City of Fort Worth	Creation of Tarrant County Office of Emergency Management Designation of Tarrant County Emergency Management Coordinator	Creation of Tarrant County Emergency Management Program	County Commissioners Court County Administrator	\$101,088	County Clerk Emergency Management
Memorandum Agreement with the Federal Emergency Management Agency (FEMA) for Integrated Public Alert and Warning System (IPAWS)	New program to integrate and modernize the nation's existing population warning systems such as Emergency Alert System (EAS), National Warning System (NAWAS), Commercial Mobile Alert System (CMAS) and NOAA Weather Radio All Hazards	Provide public warning	County Commissioners Court to provide interoperable alerting capability for Tarrant County	N/A	County Clerk Emergency Management
Interlocal Agreement with the City of Fort Worth to provide funding for the Joint Emergency Operations Center Project	Emergency Operations Center for Tarrant County to serve as a coordination point for resources need to respond and recover from emergencies and disasters that may affect Tarrant County.	Creation of Emergency Operations Center	County Commissioners Court	\$750,000	County Clerk Emergency Management
City of Fort Worth Agreements					
Court Order: 66612, 01/28/1998	Inter-local agreement with the City of Fort Worth for Air Quality Program	Air Quality Monitoring Services in Tarrant County	County Commissioners Court	FY1992, \$27,195 to be paid quarterly in \$9065 per payment	County Clerk
Interoperable Communications Agreements					
Court Order: 117312 Interoperable Communications - Revised Communications System Agreement with the City of Fort Worth for Radio Voice Coverage.	Interoperable Communications to provide voice coverage on the new City of Fort Worth Digital Radio System.	Interoperable Radio Communications	County Commissioners Court	FY2014 \$7811.77 (partial year) FY2015 \$16,254.16 FY2016 \$16,968.00 FY2017	County Clerk Information Technology (Radio System Coordinator)

Court Order: 70866, 06/28/1994	Agreement between Tarrant County and North Richland Hills for 800 MHz radio maintenance	800 MHz radio maintenance	County Commissioners Court	\$16,968.00 Annual cost to Tarrant County being approximately \$58,710	County Clerk IT Department Budget Office
Medical Examiner's Office Agreements					
Court Order: 36671, 11/1/1965 Resolution establishing the Office of the Tarrant County Medical Examiner	Creation of Tarrant County Medical Examiner's Office	Medical Examiners	County Commissioners Court	\$50,000.00 (11/1/1965)	County Clerk Tarrant County Medical Examiner's Office
Court Order: 86599, 11/13/2001 Medical Examiner's Agreement to provide services to Denton County. (11/13/2001)	Medical Examiner Services to Denton County.	Medical Examiner's Office	County Commissioners Court	Tarrant County will receive \$229,076 from Denton County for services and this represents a 10% increase from FY2001 contract of \$208,251	County Clerk Medical Examiner's Office
Court Order: 89479, 11/13/2003 FY2003 Resolution Amending the Tarrant-Parker-Denton County Medical Examiner's District Agreement	Tarrant County-Parker County-Denton County Medical Examiner's District Agreement providing services to surrounding counties for medical examiner services	Medical Examiner Services	Commissioners Court	10/1/2002-09/30/2003 Tarrant County should receive \$240,530 for services rendered.	County Clerk Medical Examiner's Office
Court Order: 91561, 11/04/2003 FY2004 Agreement for the Tarrant-Parker-Denton County Medical Examiner's District Agreement	Tarrant County-Parker County-Denton County Medical Examiner's District Agreement providing services to surrounding counties for medical examiner services	Medical Examiner Services	Commissioners Court	10/1/2003-09/30/2004 Denton County shall contribute \$247,746 for the operation and represents a \$7216 increase over the FY20031 agreement. Paid in quarterly installments.	County Clerk Medical Examiner's Office
Court Order: 117060, 02/11/2014 FY2014 Approval of Medical Examiner District with Parker County	Tarrant County-Parker County-Denton County Medical Examiner's District Agreement providing services to surrounding counties for medical examiner	Medical Examiner Services	Commissioners Court	FY2014, Parker County to contribute \$66,745 for the operation of the District and shall be paid in quarterly installments from	County Clerk Medical Examiner's Office

	services			10/1/2013-09/30/2014.	
Court Order: 116999, 01/28/2014	Tarrant County-Parker County-Denton County-Johnson County Medical Examiner's District Agreement providing services to surrounding counties for medical examiner services	Medical Examiner Services	Commissioners Court	FY2014, Johnson County will contribute \$165,900 for the operation of the District and shall be paid in quarterly installments from 10/1/2013-09/30/2014.	County Clerk Medical Examiner's Office
Court Order: 116883, 01/14/2014	Tarrant County-Parker County-Denton County-Johnson County Medical Examiner's District Agreement providing services to surrounding counties for medical examiner services	Medical Examiner Services	Commissioners Court	FY2014 Denton County will contribute \$345,034 for the operation of the district to be paid in monthly installments.	County Clerk Medical Examiner's Office
Court Order 106560, 09/29/2009	Commissioners Court approve contract for Medical Examiner Services with Nizam Peerwani, MD, PA	Medical Examiner Services	Commissioners Court	Commissioners Court to approve new contract starting 10/1/2009 and terminate on 9/30/2010 with a five-year renewable contract that will automatically renew.	County Clerk Medical Examiner's Office
American Red Cross Agreements					
Court Order 118213, 08/12/2014 Court Order: 91833, 12/16/2003 Court Order 73210, 10/17/1995	Commissioners Court approve Statement of Agreement between the American Red Cross and Tarrant County to provide disaster recovery and relief services.	To provide disaster recovery and relief services.	Commissioners Court	No cost.	County Clerk Office of Emergency Management
MHMR of Tarrant County Agreements					
Court Order: 99253, 10/24/2006	FY2007 Tarrant County, Tarrant County Hospital District and Mental Health and Mental Retardation of Tarrant County for Countywide MHMR Services.	MHMR Services for Tarrant County	Commissioners Court	Contract not to exceed \$1,094,650 during FY2007. Funds have been budgeted in the hospital district's budget. The contract	County Clerk MHMR of Tarrant County, Tarrant County Hospital District

				requires that TCHD provide MHMRTC with monthly payments of \$91,220.83 each month through the contract.	
Court Order 109062, 10/19/2010	Resolution in Support of Local Control of MHMR Authority	Delivering services to more than 33,600 people in 2009, delivering services that focus on recovery and self-determination to vulnerable populations, maintaining partnerships on behalf of citizens with intellectual and developmental disabilities, mental illness, substance abuse disorders and early childhood development delays.	Commissioners Court	No cost.	County Clerk MHMR of Tarrant County

Translation Services / Agreements

Court Order 113402, 08/14/2012	RFP NO 2010-093 Language Interpretation and Translation Services - Public Health - Various Vendors	Primary contract is Catholic Charities, Diocese of Fort Worth and Secondary agreements with TLS, Inc. dba Language Solutions, Access Language Center, Lazar Associates and Interpreters Unlimited	Commissioners Court Public Health	See RFP through Purchasing Department	County Clerk Public Health
Court Order: 118066, 07/22/2014	RFP NO 2014-115 Interpretation Services for Deaf and Hearing Impaired - Community Supervision and Corrections Department - Various vendors	Interpretation Services for Deaf and Hearing Impaired. Primary: Hired Hands and secondary is Language Consultants, Inc.	Commissioners Court Community Supervision and Corrections Department	See RFP through Purchasing Department	County Clerk Community Supervision and Corrections Department

Public Works Emergency Response Team Agreement

Court Order: 117537, 04/29/2014	Approval for North Central Texas Public Works Emergency Response Team Mutual Aid Agreement.	North Central Texas Emergency Response Team was created to provide emergency assistance when a disaster overwhelms	Commissioners Court	Donated first 36 hours of labor, materials and equipment.	County Clerk Transportation Department Emergency Management
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		local resources.			
Tarrant County Hospital District Agreements with Tarrant County					
Court Order: 26905, 12/13/1954	The change from the City & County Hospital System to the Tarrant County Hospital District	Operate and administer hospital and hospital system by furnishing medical aid and hospitalization to the indigent and needy persons residing in such hospital district.	Commissioners Court	Name change. No cost.	County Clerk
Court Order: 456329, 10/16/1977	John Peter Smith Hospital celebrated its 100 th anniversary.	John Peter Smith Hospital celebrated its 100 th anniversary.	Commissioners Court	No cost.	County Clerk
Tarrant County Fire Marshal's Office Agreements					
Court Order: 74956, 09/10/1996	Commissioner S Court Appointments to the Tarrant County Emergency Services District #1 to convert the Tarrant County Rural Fire Prevention District #1 to the Tarrant County Emergency Services District #1 effective 9/11/1996	Convert the Tarrant County Rural Fire Prevention District #1 to the Tarrant County Emergency Services District #1 effective 9/11/1996	Commissioners Court	No cost/	County Clerk Fire Marshal's Office
Court Order: 75011, 09/17/1996	Commissioners Court adopted tax rate for the Tarrant County Emergency Services District #1	Tax rate to establish budget for ESD	Commissioners Court	Adopting district's tax rate has no fiscal impact to the county.	County Clerk Fire Marshal's Office
Court Order: 75578, 01/14/1997	Tarrant County Emergency Services District #1	Creation of Tarrant County Emergency Services District #1 to provide fire and emergency medical services in the unincorporated areas of Tarrant County.	Commissioners Court	Expenditure of \$300,000 to the Emergency Services District for Fire & EMS Services	County Clerk Fire Marshal's Office
Court Order: 75613, 01/21/1997	Inter-local agreement for Tarrant County Emergency Services District #1 and Tarrant County Response Program	Fire and EMS for emergency response to the unincorporated areas of Tarrant County	Commissioners Court	Expenditure of \$300,000 to the Emergency Services District for Fire & EMS Services	County Clerk Fire Marshal's Office
Court Order: 78440, 05/12/1998	Inter-local Agreement with the Tarrant County Emergency Services District #1	Inter-local agreement that stipulates that the county will provide office space located at 1750 Premier St to the	Commissioners Court	Office Space Utilities Secretary staff to support the Emergency Services District	County Clerk Fire Marshal's Office

		Emergency Services District.			
Court Order 65974, 09/27/1991	Executed copy of cooperative agreement and equipment listing between the Texas Forest Service and Tarrant County.	Cooperative agreement and equipment listing between the Texas Forest Service and Tarrant County.	Commissioners Court	No cost.	County Clerk Fire Marshal's Office
Court Order: 53885, 03/26/1984	Pelican Bay Volunteer Fire Department provides fire protection for unincorporated areas of Tarrant County	Pelican Bay Volunteer Fire Department provides fire protection for unincorporated areas of Tarrant County.	Commissioners Court.	See current Emergency Services District #1 agreement	County Clerk Fire Marshal's Office
Court Order: 53101, 1984	Edgecliff Village Volunteer Fire Department provides fire protection for unincorporated areas of Tarrant County	Edgecliff Village Volunteer Fire Department provides fire protection for unincorporated areas of Tarrant County	Commissioners Court.	See current Emergency Services District #1 agreement	County Clerk Fire Marshal's Office
Court Order: 52686, 03/28/1983	Benbrook Volunteer Fire Department provides fire protection for unincorporated areas of Tarrant County	Benbrook Volunteer Fire Department provides fire protection for unincorporated areas of Tarrant County	Commissioners Court.	See current Emergency Services District #1 agreement	County Clerk Fire Marshal's Office
Court Order: 51624, 05/10/1982	Sansom Park Volunteer Fire Department provides fire protection for unincorporated areas of Tarrant County	Sansom Park Volunteer Fire Department provides fire protection for unincorporated areas of Tarrant County	Commissioners Court.	See current Emergency Services District #1 agreement	County Clerk Fire Marshal's Office
Court Order: 51439, 03/22/1982	Keller Volunteer Fire Department provides fire protection for unincorporated areas of Tarrant County	Keller Volunteer Fire Department provides fire protection for unincorporated areas of Tarrant County	Commissioners Court.	See current Emergency Services District #1 agreement	County Clerk Fire Marshal's Office
Court Order: 51386, 03/8/1982	Haslet Volunteer Fire Department provides fire protection for unincorporated areas of Tarrant County	Haslet Volunteer Fire Department provides fire protection for unincorporated areas of Tarrant County	Commissioners Court.	See current Emergency Services District #1 agreement	County Clerk Fire Marshal's Office
Court Order: 26970, 01/03/1955	Haslet Volunteer Fire Department provides fire protection for unincorporated areas of Tarrant County	Haslet Volunteer Fire Department provides fire protection for unincorporated areas of Tarrant County	Commissioners Court.	See current Emergency Services District #1 agreement	County Clerk Fire Marshal's Office
Court Order: 50694, 08/24/1981	Interlocal Agreement for Tarrant County Arson Task Force	Investigation and Prosecution task force for suspected arson cases	Commissioners Court	See agreement	County Clerk Fire Marshal's Office
Court Order: 30777, 01/12/1959	Blue Mound Volunteer Fire Department provides fire protection for	Blue Mound Volunteer Fire Department provides fire protection for	Commissioners Court.	See current Emergency Services District #1 agreement	County Clerk Fire Marshal's Office

	unincorporated areas of Tarrant County	unincorporated areas of Tarrant County			
Court Order: 27888, 01/12/1956	Bedford Volunteer Fire Department provides fire protection for unincorporated areas of Tarrant County	Bedford Volunteer Fire Department provides fire protection for unincorporated areas of Tarrant County	Commissioners Court.	See current Emergency Services District #1 agreement	County Clerk Fire Marshal's Office
Court Order: 25184, 02/09/1953	Eules Volunteer Fire Department provides fire protection for unincorporated areas of Tarrant County	Eules Volunteer Fire Department provides fire protection for unincorporated areas of Tarrant County	Commissioners Court.	See current Emergency Services District #1 agreement	County Clerk Fire Marshal's Office
Court Order: 25100, 01/09/1953	Eagle Mountain Volunteer Fire Department provides fire protection for unincorporated areas of Tarrant County	Eagle Mountain Volunteer Fire Department provides fire protection for unincorporated areas of Tarrant County	Commissioners Court.	See current Emergency Services District #1 agreement	County Clerk Fire Marshal's Office
Court Order: 23507, 04/21/1951	Crowley Volunteer Fire Department provides fire protection for unincorporated areas of Tarrant County	Crowley Volunteer Fire Department provides fire protection for unincorporated areas of Tarrant County	Commissioners Court.	See current Emergency Services District #1 agreement	County Clerk Fire Marshal's Office
Court Order: 51386 Court Order: 49132, 05/27/1980 Court Order: 26970, 1/03/1955	Haslet Volunteer Fire Department provides fire protection for unincorporated areas of Tarrant County	Haslet Volunteer Fire Department provides fire protection for unincorporated areas of Tarrant County	Commissioners Court.	See current Emergency Services District #1 agreement	County Clerk Fire Marshal's Office
Tarrant County Sheriff's Office Agreements					
Court Order: 77158, 09/30/1997	Inter-Local Agreement for Tarrant County Auto Theft Task Force	Inter-local Assistance Agreement between Tarrant County and each law enforcement agency of Auto Theft Task Force receiving Texas Automobile Theft Prevention Authority (ATPA) grant funds.	Commissioners Court	No cost. Members include Arlington, Azle, Euless, Fort Worth, Grapevine, Haltom City, Hurst, North Richland Hills, River Oaks, White Settlement, Tarrant County Sheriff's Department, Tarrant County Criminal District Attorney.	County Clerk Tarrant County Sheriff's Department, Tarrant County Criminal District Attorney
Court Order: 86633, 11/13/2001	Approval of Mutual Aid Law Enforcement Agreement between Tarrant County and the Dallas/Fort Worth	Mutual aid law enforcement agreement with DFW International Airport for the provision of criminal activity investigations	Commissioners Court	No cost.	County Clerk Sheriff's Department

	International Airport Board	and law enforcement support.			
Court Order: 88442, 09/03/2002	Sheriff's Department to participate in the FBI - North Texas Joint Terrorism Task Force	Participation in JTTF to identify and analyze potential threats, as well as the apprehension and prosecution of any individuals associated with threats to the United States.	Commissioners Court	See agreement.	County Clerk Sheriff's Department
Court Order 67405	Greater Dallas-Fort Worth Regional Law Enforcement Inter-local Assistance Agreement	Form a mutual aid agreement for law enforcement task force to cooperate in the investigation of criminal activity and enforcement of the laws of this state and to provide additional law enforcement officers to protect public health, life, property against riot, unlawful assembly, and during times of natural disaster or man-made calamity.	Commissioners Court	See agreement.	County Clerk Sheriff's Department
Court Order 91337, 09/30/2003	Inter-local agreement between Tarrant County and the Town of Edgecliff Village for Law Enforcement to be provided by the Tarrant County Sheriff's Department,	Inter-local agreement between Tarrant County and the Town of Edgecliff Village for Law Enforcement to be provided by the Tarrant County Sheriff's Department,	Commissioners Court	Edgecliff Village annualized payments to Tarrant County for law enforcement services.	County Clerk Sheriff's Department
Court Order: 60715, 60007	Narcotics Intelligence and Coordination Unit Inter-local Agreement	Detection and Apprehension of individuals in the field of narcotics manufacturing and distribution	Commissioners Court	No Cost.	County Clerk Sheriff's Department
Court Order: 60690, 10/1/1988	Inter-local Agreement for Law Enforcement Services between Sheriff's Department and Edgecliff Village	Inter-local Agreement for Law Enforcement Services between Sheriff's Department and Edgecliff Village	Commissioners Court	See TCSO	County Clerk Sheriff's Department
Court Order: 98837, 09/05/2006	Interlocal Agreement between Tarrant County and the City of Haslet for Law Enforcement Services to be	Law enforcement services to be provided to the City of Haslet by TCSO.	Commissioners Court	City of Haslet pays for law enforcement services on annualized payments.	County Clerk Sheriff's Department

	provided by the Tarrant County Sheriff's Department.				
Tarrant County Public Health Agreements					
Court Order: 78234, 04/07/1998	Approval and Execution of Texas Department of Health for Emergency Medical Services to provide direct support for to participating EMS agencies within Tarrant County.	EMS agencies funding through Texas Senate Bill 102 passed in 1997 to create Emergency Medical Services and Trauma Care System Fund	Commissioners Court	No cost. Funding through State Grant.	County Clerk Public Health
Court Order: 91628, 11/11/2003	Change to the List of Authorized Positions at Public Health to include Bio-Terrorism under Community Health Division	Bio-Terrorism position	Commissioners Court	Bio-Terrorism position under grant from 11/11/2003 to 08/31/2005. No fiscal impacts to County.	County Clerk Public Health
Court Order: 91255, 09/16/2003	Professional service contract to provide services for bioterrorism surveillance	Professional service contract to provide services for bioterrorism surveillance	Commissioners Court	Contract not to exceed \$32,000 from 9/10/2003 to 08/31/2004.	County Clerk Public Health
Court Order: 98315, 06/27/2006	Contract with Collin County for Emergency Public Health Services	Contract between Tarrant County Public Health and Collin County to prepare for public health services for a response to a bioterrorism event.	Commissioners Court	No cost.	County Clerk Public Health
Court Order: 104140, 10/7/2008	Approval of Agreement between Tarrant County Public Health and City of Grapevine for mass immunization / treatment facility in a public health emergency (SNS/PODS)	Agreement between Tarrant County Public Health and City of Grapevine for mass immunization / treatment facility in a public health emergency (SNS/PODS)	Commissioners Court	No cost.	County Clerk Public Health
Court Order: 105011, 02/24/2009	Approval of Agreement between Tarrant County Public Health and Birdville ISD for mass immunization / treatment facility in a public health emergency (SNS/PODS)	Approval of Agreement between Tarrant County Public Health and Birdville ISD for mass immunization / treatment facility in a public health emergency (SNS/PODS)	Commissioners Court	No cost.	County Clerk Public Health
Court Order: 105012,	Approval of	Approval of	Commissioners	No cost.	County Clerk

02/24/2009	Agreement between Tarrant County Public Health and Mansfield ISD for mass immunization / treatment facility in a public health emergency (SNS/PODS)	Agreement between Tarrant County Public Health and Mansfield ISD for mass immunization / treatment facility in a public health emergency (SNS/PODS)	Court		Public Health
Court Order: 105064, 03/03/2009	Approval of Agreement between Tarrant County Public Health and Kennedale ISD for mass immunization / treatment facility in a public health emergency (SNS/PODS)	Approval of Agreement between Tarrant County Public Health and Kennedale ISD for mass immunization / treatment facility in a public health emergency (SNS/PODS)	Commissioners Court	No cost.	County Clerk Public Health
Court Order: 105141, 03/17/2009	Approval of Agreement between Tarrant County Public Health and Crowley ISD for mass immunization / treatment facility in a public health emergency (SNS/PODS)	Approval of Agreement between Tarrant County Public Health and Crowley ISD for mass immunization / treatment facility in a public health emergency (SNS/PODS)	Commissioners Court	No cost.	County Clerk Public Health
Court Order: 105142, 03/17/2009	Approval of Agreement between Tarrant County Public Health and Lake Worth ISD for mass immunization / treatment facility in a public health emergency (SNS/PODS)	Approval of Agreement between Tarrant County Public Health and Lake Worth ISD for mass immunization / treatment facility in a public health emergency (SNS/PODS)	Commissioners Court	No cost.	County Clerk Public Health
Court Order: 105247, 03/31/2009	Approval of Agreement between Tarrant County Public Health and Eagle Mountain Saginaw ISD for mass immunization / treatment facility in a public health emergency (SNS/PODS)	Approval of Agreement between Tarrant County Public Health and Eagle Mountain Saginaw ISD for mass immunization / treatment facility in a public health emergency (SNS/PODS)	Commissioners Court	No cost.	County Clerk Public Health
Court Order: 105299, 04/07/2009	Approval of Agreement between Tarrant County Public Health and White Settlement ISD for mass immunization / treatment facility	Approval of Agreement between Tarrant County Public Health and White Settlement ISD for mass immunization / treatment facility	Commissioners Court	No cost.	County Clerk Public Health

	eatment facility in a public health emergency (SNS/PODS)	in a public health emergency (SNS/PODS)			
Court Order: 105866, 06/30/2009	Approval of Agreement between Tarrant County Public Health and Lockheed Martin for mass immunization / treatment facility in a public health emergency (SNS/PODS)	Approval of Agreement between Tarrant County Public Health and Lockheed Martin for mass immunization / treatment facility in a public health emergency (SNS/PODS)	Commissioners Court	No cost.	County Clerk Public Health
Court Order: 106849, 11/3/2009	Approval of Agreement between Tarrant County Public Health and Dallas/Fort Worth International Airport for mass immunization / treatment facility in a public health emergency (SNS/PODS)	Approval of Agreement between Tarrant County Public Health and Dallas/Fort Worth International Airport for mass immunization / treatment facility in a public health emergency (SNS/PODS)	Commissioners Court	No cost.	County Clerk Public Health
Court Order: 107374, 02/02/2010	Approval of Agreement between Tarrant County Public Health and Everman ISD for mass immunization / treatment facility in a public health emergency (SNS/PODS)	Approval of Agreement between Tarrant County Public Health and Everman ISD for mass immunization / treatment facility in a public health emergency (SNS/PODS)	Commissioners Court	No cost.	County Clerk Public Health
Court Order: 107375, 02/02/2010	Approval of Agreement between Tarrant County Public Health and Hurst-Euless-Bedford ISD for mass immunization / treatment facility in a public health emergency (SNS/PODS)	Approval of Agreement between Tarrant County Public Health and Hurst-Euless-Bedford ISD for mass immunization / treatment facility in a public health emergency (SNS/PODS)	Commissioners Court	No cost.	County Clerk Public Health
Court Order: 107463, 02/16/2010	Approval of Agreement between Tarrant County Public Health and Keller ISD for mass immunization / treatment facility in a public health emergency (SNS/PODS)	Approval of Agreement between Tarrant County Public Health and Keller ISD for mass immunization / treatment facility in a public health emergency (SNS/PODS)	Commissioners Court	No cost.	County Clerk Public Health
Court Order: 107508, 02/23/2010	Approval of Agreement	Approval of Agreement	Commissioners Court	No cost.	County Clerk Public Health

	between Tarrant County Public Health and Arlington ISD for mass immunization / treatment facility in a public health emergency (SNS/PODS)	between Tarrant County Public Health and Arlington ISD for mass immunization / treatment facility in a public health emergency (SNS/PODS)			
Court Order: 108929, 09/28/2010	Approval of Agreement between Tarrant County Public Health and American Airlines for mass immunization / treatment facility in a public health emergency (SNS/PODS)	Approval of Agreement between Tarrant County Public Health and American Airlines for mass immunization / treatment facility in a public health emergency (SNS/PODS)	Commissioners Court	No cost.	County Clerk Public Health
Court Order: 114663, 02/12/2013	Approval of the National Association of County and City Health Officials Agreement Renewal for the Public Health Department's Medical Reserve Corps Program	Approval of an agreement to renew the agreement with the National Association of County and City Health Officials (NACCHO) to provide funding to the Public Health Department's Medical Reserve Corps (MRC) Program.	Commissioners Court	All associated costs will be paid from grant allocations from 2004.	County Clerk Public Health
Court Order: 114750, 02/26/2013	Proposed changes to West Nile Virus Mosquito Surveillance and Response Program for Public Health.	Proposed changes to West Nile Virus Mosquito Surveillance and Response Program for Public Health.	Commissioners Court	POC: Dr. Anita Kurian, Tarrant County Public Health	County Clerk Public Health
Court Order: 57233, 08/04/1986	Inter-local Agreement for spraying of mosquitoes for the City of Watauga	Inter-local Agreement for spraying of mosquitoes for the City of Watauga	Commissioners Court	Watauga will pay for actual costs for materials to complete the work. See agreement for additional costs	County Clerk Public Health
Transportation Agreements					
Court Order: 49128, 05/22/1980	Lone Star Transportation Authority Inter-local Agreement among Dallas County, City of Dallas, Tarrant County and the City of Fort Worth	Lone Star Transportation Authority Inter-local Agreement among Dallas County, City of Dallas, Tarrant County and the City of Fort Worth	Commissioners Court	See Agreement.	County Clerk

Purchasing Contracts:**Tarrant County Emergency Annual Contracts:**

2010-218	Drinking Water	1/25/2010
2013-554	A/C for Tire Disposal	10/4/2010
Buyboard	A/Q for Hand Sanitizer	9/8/2011
2014-011	A/Q for Haz Materials Removal	9/12/2013
2012-009	A/Q for Rental of Portable Toilets	9/23/2011
2014-738	A/Q For retractable syringes	7/11/2014
2014-8064	A/Q for Sign Rental	8/5/2014
Buyboard	AED Batteries & Pads	10/18/2011
Buyboard	AED Equipment for Facilities	4/9/2014
2012-059	Annual Quote for Ice Melt Products	10/21/2011
2014-016	Annual Fence Repair	9/30/2013
2011-672	Annual Quote for Breathing Air Station Maintenance	9/15/2011
2012-030	Annual Quote for Lift & Forklift Repairs	10/7/2011
2012-806	Annual Quote for Oil Collection Services	9/4/2012

2013-167	Annual Quote for On-Site Collection & Disposal of Clandestine Laboratory Chemicals	1/3/2013
TXMAS	Annual Quote for Procell Batteries	3/9/2012
2014-828	Annual Quote for Scott Breathing Station PM for Sheriff	8/11/2014
2013-715	Annual Quote for Survey Supplies	8/12/2013
2013-425	Annual Quote for Vehicle Transport	4/17/2013
2014-855	Anti Icer for Roads	
2014-856	De-Icer for Roads	
2014-857	De-Icer for Sidewalks	
City of Ft Worth	Electrical Supplies	
Buyboard	Janitorial Supplies	
Buyboard	Job Order Contract (Construction)	
Buyboard	Plumbing Supplies	
2014-418	Rapid Response Onsite Deaf Interpretation for Sheriff's Office II	3/10/2014
Buyboard	Restoration	
2013-584	Survival Kits for Public Health	6/26/2013

Emergency Contracts (As of August 2014)

BID NUM BER	RFQ/P/ B/O	BID DESCRIPTION	REVIEW DATE	EXP. DATE	VENDOR (PRI OR MULT)	Value	Court #
2011 -099	RFB	A/C FOR FLEET FUEL CARD & MANAGEMENT SERVICES (FOR TARRANT COUNTY ONLY)	3/14/2014	7/16/20 14	Fuelman of DFW	\$491,365.00	115319
2013 -062	RFB	A/C GUARD FENCE REPAIR AND REPLACEMENT	2/30/2014	4/30/20 15	VAN ELLI	\$12,387.50	115106
2011 -151	RFB	A/C INMATE HYGIENE SUPPLIES	7/15/2014	11/22/2 014	MULTI		
2013 -117	RFO	AT&T OPT-E- MAN SWITCHED ETHERNET METROPOLITAN AREA NETWORK SERVICES	N/A	N/A	AT&T	\$124,236.00	115708
2014 -089	RFB	BIO MEDICAL WASTE PICKUP AND DISPOSAL					
2007 -113	RFO	BODY ARMOR AND ACCESSORIES					
2014 -014	RFB	CELLULAR TELEPHONE AND HANDHELD WIRELESS VOICE AND DATA SERVICES AND EQUIPMENT	3/1/2015	4/14/20 15	AT&T	\$190,000.00	116490, 117608
2011 -123	RFQ	DEMOLITION SERVICES	6/1/2014	9/20/20 14	mult	as needed	111315
2014 -035	RFB	DESTRUCTION AND DISPOSAL OF 8-LINER MACHINES, CRT'S AND COPIERS	11/1/2014	2/16/20 15	LRT Lighting Resources TX	n/a	116907

BID NUM BER	RFQ/P/ B/O	BID DESCRIPTION	REVIEW DATE	EXP. DATE	VENDOR (PRI OR MULT)	Value	Court #
2010 -045	RFB	ELECTRICAL SERVICES	12/1/2014	3/23/20 15	Primary: Parker Electric; Fort Worth Electric; Basecom, Inc.; EZ Electrical Secondary: CEC; Lone Star Electrical; GM Electrical-Alt. Trico	services as required	107671/1 12395/11 4615/117 126
2012 -106	RFB	EQUIPMENT RENTALS	4/10/2014	7/9/201 4	Various	\$12,170.00	115575
2014 -119	RFB	EROSION CONTROL & HYDRO MULCH SERVICES & MATERIALS	4/17/2015	6/17/20 15	C. Green Scaping, LP Soil Express Bowden Guaranteed Hydro mulch Justin Seed	Unknown	117863
2012 -144	RFB	EXTERMINATIN G/PEST CONTROL SERVICES	6/1/2015	9/30/20 15	Cantu Pest Control (formerly Express Pest Control)	\$32,645.75	117814
2013 -132	RFB	FACSIMILE & MULTIFUNCTIO N MACHINE MAINTENANCE, REPAIRS AND SUPPLIES	7/1/2014	9/30/20 14	Office Store Depot, Inc.	as needed	116194 9/24/2013
2014 -148	RFB	FUEL SITE REPAIRS AND SERVICE					
2013 -126	RFB	GREASE/SAND TRAP SERVICES		12/5/20 13	Southwaste Primary PSC Secondary	\$41,971.00	116345
2008 -064	RFB	HAM RADIOS	12/15/200 8	3/31/20 09	Phil's Ham Radio K-COMM	\$8,738.00	102819

BID NUM BER	RFQ/P/ B/O	BID DESCRIPTION	REVIEW DATE	EXP. DATE	VENDOR (PRI OR MULT)	Value	Court #
2010 -003	RFQ	HEAVY DUTY NON-CONSENT TOWING SERV ICES	10/12/201 3	1/12/20 14	MULTIPLE	NA	114191
2013 -064	RFO	INTERNET SERVICE BANDWIDTH UPGRADE	4/4/2016	6/2/201 6	Qwest Communicati ons Company dba Century Link	\$63,337.92	114980
2007 -080	RFO	INTERNET SERVICE PROVIDER	2/15/2010	5/15/20 10	AT &T	23388 ANNUALLY	100587
2014 -115	RFB	INTERPRETATI ON SERVICES FOR DEAF AND HEARING IMPAIRED					
2012 -170	RFB	JANITORIAL SERVICES	4/1/2014	9/30/20 14	UBM Enterprise & CTJ Maintenance (Primary)		113800
2012 -124	RFB	KITCHEN EQUIPMENT PARTS	6/1/2013	9/9/201 3	Whaley Food Service Repairs and Heritage Food Service Equipment, Inc.	\$22,000.00	113354
2012 -085	RFB	LANDSCAPE SUPPLIES & SERVICES	2/8/2013	5/8/201 3	Multi	\$129,457.00	112778
2010 -002	RFQ	LIGHT AND MEDIUM DUTY NON-CONSENT TOWING SERVICES	10/12/201 3	1/12/20 14	MULTIPLE	NA	114190
2012 -120	RFB	LOCKSMITH SERVICES & SUPPLIES	2/2/2015	7/2/201 4	Lock Tight Security inc		113140 115397 117865
2014 -156	RFB	LUMBER AND BUILDING MATERIALS/SU PPLIES					

BID NUM BER	RFQ/P/ B/O	BID DESCRIPTION	REVIEW DATE	EXP. DATE	VENDOR (PRI OR MULT)	Value	Court #
2014 -164	RFB	MECHANICAL AND PLUMBING SERVICES					
2012 -159	RFB	MISCELLANEOU S LABORATORY TESTING		9/30/20 14	QUEST	\$300,000.00	113724 115963
2014 -074	RFB	MISCELLANEOU S MEDICAL SUPPLIES DISPOSABLES					
2013 -045	RFB	MISCELLANEOU S OFFICE FURNITURE	1/18/2014	4/18/20 14	Various	\$25,384.00	114797
2014 -027	RFP	MOSQUITO CONTROL AERIAL SPRAYING	10/1/2014	2/14/20 15	Clarke Environment al Mosquito Management, Inc.	As needed	117123
2013 -066	RFP	MOSQUITO CONTROL GROUND SPRAYING	11/1/2014	5/6/201 5	Vector Disease Control International		115170 117261
2013 -109	RFB	MOSQUITO CONTROL PESTICIDE FOR OUTDOOR RESIDENTIAL AREAS AND RECREATIONAL AREAS	5/12/2014	8/13/20 14	MULTI	\$30,770.00	115829
2014 -066	RFB	MOVING SERVICES	2/22/2015	5/22/20 15	All Points Pioneet	As needed	117605
2010 -013	RFB	OFFICE SUPPLIES		12/31/2 014	Staples Advantage	\$615,000.00	106963, 111969
2013 -106	RFP	ONSITE LANGUAGE INTERPRETATI ON SERVICES	5/1/2015	9/30/20 15	Catholic Charities-P Linguistica-S Tele language-A	\$110,000.00	115957 118147
2012 -158	RFB	PAGERS AND PAGING SERVICES	6/1/2014	9/30/20 14	USA Mobility Wireless	as needed	113664 115962
2013 -145	RFB	PAPER AND PLASTIC PRODUCTS		11/16/2 014	multi	\$250,000.00	116348

BID NUM BER	RFQ/P/ B/O	BID DESCRIPTION	REVIEW DATE	EXP. DATE	VENDOR (PRI OR MULT)	Value	Court #
2009 -095	RFB	PORTABLE CARTS FOR EMERGENCY RESPONSE		12/12/2 010	W&W Custom Case	60K	105728
2013 -054	RFB	POWER TOOLS	2/16/2015	5/16/20 15	Multi	\$82,243.30	114935, 117262
2013 -068	RFB	PROTECTIVE CLOTHING	3/12/2015	6/11/20 15	MSC & Saf-T- Glove	\$12,465.67	115266, 117523
2011 -101	RFB	PURCHASE AND INSTALLATION OF EMERGENCY GENERATOR FOR DISASTER RECOVERY AT RESOURCE CONNECTION BUILDING 2300	N/A	N/A	FACILITY SOLUTIONS GROUP	\$110,399.66	
2012 -077	RFB	PURCHASE AND SERVICE OF FIRE EXTINGUISHER S AND FIRE HOSES	2/13/2015	5/13/20 15	Ideal Fire & Security		112777, 115227, 117263
2013 -077	RFO	PURCHASE OF EMERGENCY AERIAL MOSQUITO CONTROL SERVICES		12/31/2 013	Clarke Environment al Mosquito Management, Inc.		115116
2014 -075	RFO	PURCHASE OF FLU VACCINE					
2012 -079	RFO	PURCHASE OF HAZMAT COMMAND SYSTEM	N/A	N/A	Smith's Detection	\$67,682.29	112452
2011 -085	RFB	PURCHASE OF PLASTIC JERSEY BARRIERS WITH FENCING	n/a	n/a	Construction Rent-a-Fence	\$71,532.00	
2014 -131	RFB	PURCHASE OF WAREHOUSE BOXES AND LIDS					

BID NUM BER	RFQ/P/ B/O	BID DESCRIPTION	REVIEW DATE	EXP. DATE	VENDOR (PRI OR MULT)	Value	Court #
2012 -175	RFO	PURCHASE OF WIRELESS DATA SERVICES AND PRODUCTS FROM AT&T (DIR)	3/15/2015	4/14/20 15	AT&T Mobility	\$65,000.00	113811 114114 117657
2014 -136	RFB	RENTAL OF BOBTAIL TRUCKS	6/5/2015	9/5/201 5	Capps Van & Truck Rental	\$231,139.80	118139
2013 -087	RFB	RENTAL OF TABLES AND CHAIRS	4/26/2014	7/26/20 14	Business Interiors	\$26,994.00	115534
2007 -140	RFP	RESIDENTIAL PLACEMENT SERVICES	4/1/2010	8/31/20 10	Multiple Vendors (31)		101404 101405 103902 106463
2009 -088	RFO	RFO FOR PAINTS, CAULKS, STAINS AND ASSOCIATED SUPPLIES					
2010 -097	RFP	RFP FOR ANNUAL CONTRACT FOR AUTOMATED PHONE SYSTEM LABOR FOR SOUTHWESTER N BELL CUSTOM PLEXAR SYSTEM	7/1/2015	10/4/20 15	Lahaina Group, Inc. dba Henley's Telephone Service	\$20,000.00	108724, 113357, 115760, 118069
2012 -138	RFP	RFP FOR ANNUAL CONTRACT FOR STRUCTURED CABLING MATERIAL SERVICES	6/1/2015	10/13/2 015	P-Able Communicati ons, Inc. S - Superior fiber & Data Services, Inc.	\$724,000.00	113661, 115889, 118073
2014 -048	RFB	ROAD FLARES	2/18/2014	2/18/20 17	Safe-T- Glove, Inc. Comde, Inc.	\$2,396.00	117125
2013 -047	RFB	ROOFING REPAIR SERVICES	3/14/2014	5/14/20 14	Multi	as needed	115225
2010 -121	RFB	SECURITY GUARD SERVICES	7/1/2012	10/31/2 013	Multiple	\$175,000.00	113804

2013-127	RFB	SECURITY GUARD SERVICES	7/1/2014	10/31/2014	Blue Shield	\$220,715.37	116270
2012-109	RFB	SHORT-TERM AND LONG-TERM RENTAL OF CARS, TRUCKS & VANS	6/1/2013	9/11/2013	Eand-Holding-Enterprise Hertz	\$86,153.00	113303
2014-132	RFB	SHORT-TERM AND LONG-TERM RENTAL OF CARS, TRUCKS & VANS	6/12/2015	9/12/2015	Enterprise & Hertz	\$152,494.00	118138
2014-040	RFP	SPANISH LANGUAGE HEALTH SERVICES	6/1/2014	8/31/2014	Brighter Possibilities Family Counseling	\$29,400.00	117078
2013-074	RFQ	SUPPLIERS OF VACCINES MANUFACTURED BY MERCK & CO. INC.		5/13/2014	MULTI	\$50,000.00	115226
2013-122	RFB	TEMPORARY CLERICAL PERSONNEL	7/1/2013	9/30/2014	P-TBEY Consulting Group, Inc.; Lead Staffing, Inc.; Global Employment Solutions	\$70,000.00	116084 116488
2013-121	RFB	TEMPORARY GENERAL LABOR FOR T.C. FACILITIES MANAGEMENT	6/1/2014	9/30/2014	Lane Staffing-P ACBMS, LLC-S Global Employment Solutions-A	\$48,000.00	116019
2014-056	RFB	TEMPORARY HEALTHCARE PERSONNEL	12/1/2014	4/7/2014	Multiple	As needed	117439
2013-116	RFB	TEMPORARY MEDICAL TRANSCRIPTIONIST	6/1/2013	9/9/2013	P-Amer Technology, Inc.; S-Diskriter, Inc.	\$18,618.00	116083
2013-100	RFB	TEMPORARY RADIOLOGY TECHNOLOGISTS	5/1/2014	8/12/2014	The Evolvers Group - P AHS Staffing - S Protouch Staffing -A	\$6,000.00	115828
2012-104	RFB	TIRE REPAIRS AND SERVICE	3/28/2013	6/28/2013	Southern Tire Mart	\$13,884.00	113011, 114978, 117484
2014-149	RFB	TOILET PAPER					

BID NUM BER	RFQ/P/ B/O	BID DESCRIPTION	REVIEW DATE	EXP. DATE	VENDOR (PRI OR MULT)	Value	Court #
2014 -090	RFB	TRAFFIC CONTROL EQUIPMENT					
2012 -091	RFB	TRANSPORTATI ON OF HUMAN REMAINS	1/15/2015	5/21/20 15	AccuCare Mortuary Svs	as needed	112878 115270 117521
2012 -143	RFB	TRASH REMOVAL SERVICES		9/30/20 14	Multi	\$161,527.27	115960
2011 -089	RFB	VARIOUS CONCRETE WORK	3/1/2014	5/17/20 14	Primary: Reliable Paving Secondary: RD Howard	services as required	110449/1 12838/11 5171
2011 -018	RFB	VENDING SERVICES	10/18/201 4	1/17/20 15	Accent Food Services	commission	109654 114361 116908
2012 -163	RFB	WELDING EQUIPMENT/SU PPLIES AND INDUSTRIAL/M EDICAL GASES	6/30/2015	9/30/20 15	Airgas	\$21,988.24	113726, 115640, 117922
2013 -035	RFB	WINDSHIELD AND AUTO GLASS REPLACEMENT AND REPAIRS	12/12/201 3	3/12/20 15	Fort Worth Auto Glass	\$3,515.51	114669, 116910
2013 -021	RFB	WRECKER SERVICE	10/12/201 3	1/12/20 14	MULTIPLE	\$33,995.00	114359

ATTACHMENT 7 - NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) SUMMARY

A. BACKGROUND

1. The NIMS is a comprehensive, national approach to incident management that is applicable to all jurisdictional levels and across functional disciplines. This system is suitable across a wide range of incidents and hazard scenarios, regardless of size or complexity. It provides a flexible framework for all phases of incident management, as well as requirements for processes, procedures, and systems designed to improve interoperability.
2. The NIMS is a multi-faceted system that provides a national framework for preparing for, preventing, responding to, and recovering from domestic incidents.

B. COMPONENTS

1. Command and Management. The incident management structures employed by the NIMS can be used to manage emergency incidents or non-emergency events such as celebrations. The system works equally well for small incidents and large-scale emergency situations. The system has built-in flexibility to grow or shrink depending on current needs. It is a standardized system, so personnel from a variety of agencies and geographic locations can be rapidly incorporated into a common management structure.
 - a. Incident Management System. A system that can be used to manage emergency incidents or non-emergency events such as celebrations.
 - 1) Features of ICS

ICS has a number of features that work together to make it a real management system. Among the primary attributes of ICS are:

 - a) Common Terminology. ICS requires the use of common terminology, such as the use of standard titles for facilities and positions within an organization, to ensure efficient and clear communications.
 - b) Organizational Resources. All resources including personnel, facilities, major equipment, and supply items used to support incident management activities must be “typed” with respect to capability. This typing will minimize confusion and enhance interoperability.

- c) Manageable Span of Control. Span of control should ideally vary from three to seven. Anything less or more requires expansion or consolidation of the organization.
- d) Organizational Facilities. Common terminology is used to define incident facilities, the activities conducted at these facilities, and the organizational positions that can be found working there.
- e) Use of Position Titles. All ICS positions have distinct titles.
- f) Reliance on an Incident Action Plan. The Incident Action Plan (IAP), which may be verbal or written, is intended to provide supervisory personnel a common understanding of the situation and direction for future action. The plan includes a statement of objectives, organizational description, assignments, and support material such as maps. Written plans are desirable when two or more jurisdictions are involved, when state and/or federal agencies are assisting local response personnel, or there has been significant turnover in the incident staff.
- g) Integrated Communications. Integrated communications includes interfacing disparate communications as effectively as possible, planning for the use of all available systems and frequencies, and requiring the use of clear text in communications.
- h) Accountability. ICS is based on an orderly chain of command, check-in for all responders, and only one supervisor for each responder.

2) Unified Command

- a) Unified Command is a variant of ICS used when there is more than one agency or jurisdiction with responsibility for the incident or when personnel and equipment from a number of different agencies or jurisdictions are responding to it. This might occur when the incident site crosses jurisdictional boundaries or when an emergency situation involves matters for which state and/or federal agencies have regulatory responsibility or legal requirements.
- b) ICS Unified Command is intended to integrate the efforts of multiple agencies and jurisdictions. The major change from a normal ICS structure is at the top. In a Unified command, senior representatives of each agency or jurisdiction responding to the incident collectively agree on objectives, priorities, and an overall strategy or strategies to accomplish objectives; approve a coordinated Incident Action Plan; and designate an Operations Section Chief. The Operations Section Chief is responsible for managing available resources to achieve objectives. Agency and

Jurisdictional resources remain under the administrative control of their agencies or jurisdictions, but respond to mission assignments and direction provided by the Operations Section Chief based on the requirements of the Incident Action Plan.

3) Area Command

- a) An Area Command is intended for situations where there are multiple incidents that are each being managed by an ICS organization or to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command becomes Unified Area Command when incidents are multi-jurisdictional.
- b) The organization of an Area Command is different from a Unified Command in that there is no operations section, since all operations are conducted on-scene, at the separate ICPs.
- b. Multi-agency Coordination Systems. Multi-agency coordination systems may be required for incidents that require higher level resource management or information management. The components of multi-agency coordination systems include facilities, equipment, EOCs, specific multi-agency coordination entities, personnel, procedures, and communications; all of which are integrated into a common framework for coordinating and supporting incident management.
- c. Public Information. The NIMS system fully integrates the ICS Joint Information System (JIS) and the Joint Information Center (JIC). The JIC is a physical location where public information staff involved in incident management activities can collocate to perform critical emergency information, crisis communications, and public affairs functions. More information on JICs can be obtained in the DHS *National Incident Management System Plan*, dated March 2004.
- 2. Preparedness. Preparedness activities include planning, training, and exercises as well as certification of response personnel, and equipment acquisition and certification. Activities would also include the creation of mutual aid agreements and Emergency Management Assistance Compacts. Any public information activities such as publication management would also be preparedness activities.
- 3. Resource Management. All resources, such as equipment and personnel, must be identified and typed. Systems for describing, inventorying, requesting, and tracking resources must also be established.
- 4. Communications and Information Management. Adherence to NIMS specified standards by all agencies ensures interoperability and compatibility in communications and information management.

5. Supporting Technologies. This would include any technologies that enhance the capabilities essential to implementing the NIMS. For instance, voice and data communication systems, resource tracking systems, or data display systems.
6. Ongoing Management and Maintenance. The NIMS Integration Center provides strategic direction and oversight in support of routine review and continual refinement of both the system and its components over the long term.

ATTACHMENT 8- COMPREHENSIVE PREPAREDNESS GUIDANCE : DEVELOPING AND MAINTAINING EMERGENCY OPERATIONS PLANS (CPG 101) VERSION 2

Planning Fundamentals

Planning must be community based representing the whole population and its needs. Understanding the composition of Tarrant County such as accounting for persons with disabilities and or the needs of children, must occur from the outset of the planning efforts that began in Tarrant County in 2014. For example, the demographics of the population, including its resources and needs, have a profound effect on evacuation, shelter operations, and family reunification. Another key consideration is the integration of household pets and service animals into the planning process. Many individuals may make decisions on whether to comply with protective action measures based on the jurisdiction's ability to address the concerns about household pets and service animals. While planning for the community during an emergency or disaster, there may be a portion of the population that do not own cars or unable to drive, so additional emphasis will be made in the Transportation Annex to provide additional resources for transportation.

Planning must include participation from all stakeholders in the community

Tarrant County Office of Emergency Management wishes to effectively plan to ensure that the whole community is represented and involved in the planning process. The most realistic and complete plans are prepared by a diverse planning team that includes representatives from the jurisdiction's departments and agencies, civic leaders, businesses, and organizations (e.g. civic, social, faith-based, humanitarian, educational, advocacy, professional) who are able to contribute critical perspectives and/or have a role in executing the plan. The demographics of Tarrant County will aid in determining who to involve in the planning team. Including community leader representatives of the entire community in planning reinforces the expectation that the community members have a shared responsibility and strengthens the public motivation to conduct planning for themselves, their families, and their organizations.

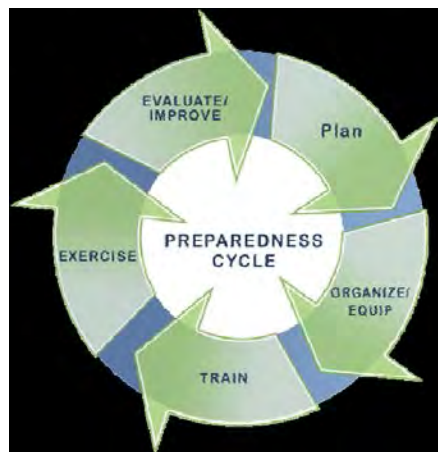
Planning considers all hazards and threats

While the causes of emergencies can vary greatly, many of the effects do not. Tarrant County has addressed common operational functions within the Tarrant County Emergency Management Plan instead of having unique plans for every hazard type or threat. For example, floods, wildfires, hazardous materials releases and radiological incidents may lead a jurisdiction to issue an evacuation order and open shelters. Even though each hazard's characteristics (e.g. speed of onset, size of the affected area) are different, the general tasks for conducting an evacuation and shelter operations are the same. Planning for all threats and hazards ensures that, when addressing emergency functions, Tarrant County has identified some common tasks and those responsible for accomplishing the tasks. See *Tarrant County Hazard Identification and Risk Assessment, 2014. Regional THIRA dated 2014.*

Planning should be flexible enough to address both traditional and catastrophic incidents. Scalable planning solutions are the most likely to be understood and executed properly by the operational personnel who have practice in applying them. Tarrant County and participating jurisdictions can test whether critical plan elements are sufficiently flexible by exercising them against scenarios of varying type and magnitude. In some cases, Tarrant County and participating jurisdictions may determine that exceptional policies and approaches are necessary for responding to and recovering from catastrophic

incidents. These exceptional planning solutions should be documented within plans, along with clear descriptions of triggers that indicate they are necessary.

Effective plans tell those with operational responsibilities what to do and why to do it, and they instruct those outside the jurisdiction in how to provide support and when to expect it. Our Tarrant County Emergency Management Plan clearly communicates to personnel and support providers what their roles and responsibilities are and how those complement the activities of others. These planning elements enable personnel to operate as a productive team more effectively, reducing duplication of effort and enhancing the benefits of collaboration.



Planning is fundamentally a process to manage risk. Risk management is a process by which context is defined, risks are identified and assessed, and courses of action for managing those risks are analyzed, decided upon, and implemented, monitored and evaluated. As part of the planning process, planning is a tool that allows for systematic risk management to reduce or eliminate risks in the future.

Planning is one of the key components of the preparedness cycle. The preparedness cycle illustrates the way that plans are continuously evaluated and improved through a cycle of planning, organizing, training, equipping, exercising, evaluating and taking

corrective action (After Action Review).

Planning Considerations

Emergency planning includes the key areas involved in addressing any threat or hazard; prevention, protection, response, recovery and mitigation. Integrating the key areas as part of the overall planning effort allows Tarrant County to produce an effective Emergency Management Plan and advance overall county preparedness.

Prevention	Consists of actions that reduce risk from human-caused incidents, primarily terrorism. Prevention planning can also help mitigate secondary or opportunistic incidents that may occur after the primary incident. Incorporating prevention methods into the comprehensive planning process also helps a jurisdiction identify information or intelligence that support the overall planning process.
Protection	Reduces or eliminates a threat to people, property, and the environment. Primarily focused on adversarial incidents, the protection of critical infrastructure and key resources (CIKR) is vital to local jurisdictions, national security, public health and safety, and economic vitality. Protection planning safeguards citizens and their freedoms, critical infrastructure, property, and the economy from acts of terrorism, natural disasters, and other emergencies. It includes actions or measures taken to cover or shield assets from exposure, injury, or destruction. Protective actions may occur before, during, or after an incident and prevent, minimize or contain the impact of an incident.
Response	Embodies the actions taken in the immediate aftermath of an incident to save and sustain lives, meet basic human needs, and reduce the

	loss of property and the effect on critical infrastructure and the environment. Following an incident, response operations reduce the physical, psychological, social and economic effects of an incident. Response planning provides rapid and disciplined incident assessment to ensure a quickly scalable, adaptable, and flexible response. It incorporates natural response doctrine as outlined in the National Response Framework (NRF), which defines basic roles and responsibilities for incident response across all levels of government and the private sector.
Recovery	Encompasses both short-term and long-term efforts for the rebuilding and revitalization of effected communities. Recovery planning builds stakeholder partnerships that lead to community restoration and future sustainability and resiliency. Recovery planning provides for the transition from response activities to short-term recovery operations such as including restoration of interrupted utility services, re-establishment of transportation routes, and the provision of food and shelter to displaced persons. Tarrant County is working to develop long-term recovery plans maximize results through the efficient use of resources. Recovery planning elements include mutual aid agreements, emergency ordinances/ resolutions to facilitate recovery operations, such as dealing with road closures, debris removal, and expedited permitting, continuity of operations plan/continuity of government, strategies for including civic leaders and the public in recovery decision making process (Long Term Recovery Council (LTRC), and community efforts that affect mitigation processes with the potential to reduce the effects of a threat or incident (See <i>Tarrant County Hazard Mitigation Action Plan 2014</i>)
Mitigation	Its focus on the impact of a hazard, encompasses the structural and non-structural approaches taken to eliminate or limit a hazard's presence; peoples' exposure; or interactions with people, property and the environment. The emphasis on sustained actions to reduce long-term risk differentiates mitigation from those tasks that are required to survive an emergency safety. (See <i>Tarrant County Hazard Mitigation Action Plan 2014</i>)

Local Emergency Operations Plans

The Tarrant County Emergency Management Plan (EMP) is consistent with the State of Texas Emergency Management Plan. The Tarrant County Emergency Management Plan addresses several operational response functions and describes how to fulfill its mission of providing resources to satisfy unmet needs. These functions focus on actions, such as direction and control, warning, public information, and evacuation, that the local government must take during the initial phase of response operations and that fall outside of the state response mission. Thus, they are not appropriate for inclusion in those response plans. Tarrant County works with the 41 communities in Tarrant County and the State of Texas to clearly delineate roles, responsibilities, and structures as required.

At a minimum, the Tarrant County Emergency Management Plan describes what local government will do when conducting emergency operations. The Emergency Management Plan:

- Identifies the departments and agencies designated to perform response and recovery activities and specifies tasks they must accomplish.

- Outlines the integration of assistance that is available to local jurisdictions during disaster situations that generate emergency response and recovery needs beyond what the local jurisdiction can satisfy.
- Specifies the direction, control, and communications procedures and systems that will be relied upon to alert, notify, recall, and dispatch emergency personnel; warn the public, protect residents and property; and request aid/support from other jurisdictions and/the Federal Government.
- Providing coordinating instructions and provisions for implementing Mutual Aid Agreements (MAAs), as applicable.
- Describes the logistical support for planned operations (each jurisdiction will develop standard operating procedures/guidelines).

Tarrant County's Emergency Management Plan defines the scope of preparedness and emergency management activities necessary for the county and participating jurisdictions. The Emergency Management Plan works for both conventional and complex emergency operations.

The Tarrant County Emergency Management Plan:

- Assigns responsibility to organizations and individuals for carrying out specific actions that exceed routine responsibility at projected times and places during an emergency.
- Sets forth lines of authority and organizational relationships and shows how all actions will be coordinated.
- Describes how people (including unaccompanied minors, individuals with disabilities, others with limited English proficiency) and property are protected.
- Identifies personnel, equipment, facilities, supplies, and other resources available within the jurisdiction or by agreement with other jurisdictions.
- Reconciles requirements with other jurisdictions.

An Emergency Management Plan / Emergency Operations Plan is flexible enough for use in all hazards emergencies. A complete Emergency Management Plan describes:

- The purpose of the plan
- The situation
- Assumptions.
- Concept of Operations (CONOPS)
- The organization and assignment of responsibilities
- Administration and Logistics
- Plan development and Maintenance
- Authorities and References

The Emergency Management Plan contains annexes appropriate to the jurisdiction and operations. The Emergency Management Plan predesignates a jurisdictional lead agency and / or functional area representatives to the incident command, unified command, or multi-agency coordination entity whenever possible to facilitate responsive and collaborative incident management. The Emergency Management Plan facilitates prevention, protection, response and short-term recovery, which sets the stage for successful long-term recovery. Advance planning makes performing tasks easier, especially in a changing environment.

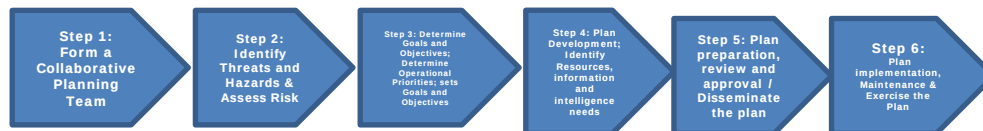
Standard Operating Procedures (SOPs) / Standard Operating Guidelines (SOGs)

Standard Operating Procedures / Standard Operating Guidelines are complete reference documents that provide purpose, authorities, duration, and details of the preferred method for performing a single function or a number of interrelated functions in a uniform manner.

SOPs / SOGs often describe processes that evolved institutionally over the years or document common practices so that institutional experience is not lost to the organization as a result of staff turnover. SOPs / SOGs are sometimes task-specific and outlines responsibilities. SOPs /SOGs may include checklists, call-down rosters, resource listings, maps, charts and may also describe how to notify staff; how to obtain and use equipment; supplies; and vehicles; how to obtain mutual aid; how to report information to the EOC; and how to communicate with staff members who are operating from more than one location. *Tarrant County and participating cities that are a part of this Tarrant County Emergency Management Plan have or will develop Standard Operating Procedures / Standard Operating Guidelines for processes associated with each of the annexes to this plan.*

The Planning Process

Tarrant County Office of Emergency Management's planning process is flexible and allows communities to adapt it to varying characteristics and situations. Tarrant County utilizes a six step planning approach with internal and external stakeholders:



Step 1: Form a Collaborative Planning Team

Tarrant County Office of Emergency Management in June 2014 developed a Tarrant County planning team that consists of the following representatives:

- Tarrant County Public Safety Steering Committee
- Emergency Management
- Law Enforcement
- Fire
- Emergency Medical Services
- National Weather Service
- Public Health
- Hospitals and Health Care Facilities
- Public Works
- Education
- Higher Education, Colleges, Universities
- Agriculture, Texas A&M Extension Service
- Animal Services
- Social Services
- MHMR of Tarrant County (Mental Health)
- Juvenile Services, County Courts
- Private Sector
- Faith Based organizations
- Advocacy Organizations
- Voluntary Organizations
- Non-Profit Organizations
- 2-1-1 / United Way
- Tarrant County Voluntary Organizations Active in Disaster (VOAD)
- American Red Cross (ARC)
- The Salvation Army (TSA)
- Volunteer Center of North Texas (VCNT)
- North Central Texas Council of Governments (NCTCOG)
- North Central Texas Trauma Regional Advisory Council (NCTTRAC)

- Tarrant County Departments
- Tarrant County Local Emergency Planning Committee (LEPC)
- Tarrant County Radio Amateur Civil Emergency Services (RACES) – amateur radio
- Texas Division of Emergency Management
- Many others

Engaging the Whole Community in Planning

Disasters begin and end locally. After the response is over, it is the local community that lives with the decisions made during the incident. Therefore, communities should have a say in how a disaster response occurs. The community is responsible for building their community's resiliency and enhancing its recovery before, during and after a disaster. The community may have capabilities and resources that do not exist in the volume needed or at all within the traditional government response structure. There are many ways to leverage the community's capabilities and knowledge in the preparedness process. The foundation for community-based planning is knowing the community. A keen understanding of the actual population and its needs will have a profound effect on emergency planning. Understanding the requirements of those with access and functional needs affects mass care courses of action and the resulting plans. Additionally, the number of children in the community will affect the ways in which schools are used as a resource, in turn defining some of the requirements for reunification planning. Engaging the community will increase the likelihood that people follow protective action measures during a crisis because they understand how plans address household pets or services animals. Likewise, taking into account the perceptions and fears of some populations may increase the plan's effectiveness.

Know the Community

Hazards: Members of the community know the natural, technological and man-made hazards that exist in the community. *See the Tarrant County Hazard Identification and Risk Assessment document 2014.*

Population: As a geographic community can include many social communities, it is import to engage the members of the community such as community groups to get a picture of what populations are represented and their needs. *See the Tarrant County Hazard Identification and Risk Assessment document 2014.*

Capabilities: Social communities bring a host of capabilities that can be used to respond to a disaster such as the Tarrant County Voluntary Organizations Active in Disaster or other affiliated volunteer groups like Citizen Corps programs such as CERT, while private sector corporations can provide material support and are a community in of themselves. *See the Tarrant County Hazard Identification and Risk Assessment document 2014.*

Identify the Communities to Engage

- Working with existing groups is the most efficient way to link into a community as they have established relationships, networks, and communication channels.
- The community assessment process identifies existing programs and contacts.
- Being familiar with current events and programs in the community will assist in identifying barriers and opportunities for engagement.
- Engagement is about building trusted relationships.

Finally, it is critical to include civic leaders, members of the public, and representatives of community based organizations in the planning process. They may serve as an important resource for validating assumptions about public needs, capabilities, and reactions. Because many planning assumptions and response activities will directly impact the public at large, involving the whole community during planning is essential. The involvement should

continue during validation and implementation. Pre-established partnerships and relationships are important for leveraging subject matter expertise and resources during a disaster.

Step 2: Identify Threats and Hazards

Effective risk management depends on a consistent comparison of the hazards that Tarrant County faces. This is typically performed through a threat/hazard identification and risk assessment process that collects information about the threats and hazards and assigns values to risk for the purposes of determining priorities, developing or comparing courses of action, and informing decision making. The first step of research focuses on gathering information about Tarrant County and participating cities' planning framework, potential risks, resources, demographics, animals/animal resources, and geographic characteristics that could affect emergency operations. Identify, catalog and analyze all hazards that have the ability to impact the community which includes natural, man-made and technological hazards. See *Tarrant County Hazard Identification and Risk Assessment 2014* and the *Tarrant County Hazard Mitigation Action Plan 2014*.

Understanding the consequences of a potential incident requires gathering information about the potential access and functional needs of residents within the community. Tarrant County has gathered data to assist in the planning process consisting of:

- US Census data
- Social Services Listings (dialysis centers, Meals on Wheels, etc.)
- Transportation to include paratransit capabilities within Tarrant County
- Nursing Homes, Assisted Living Facilities
- Disability services providers
- Health and Behavioral Health Service Agencies
- Utilities
- Education
- Higher Education, Colleges, Universities
- Hospitals and Healthcare Facilities
- Participating cities often work with faith based organizations such as churches
- Homeless shelters
- Housing programs
- Critical Infrastructure / Key Resources (CIKR)
- Tarrant County LEPC Tier II submission data for chemical facilities with reportable quantities of hazardous materials.
- State of Texas Emergency Assistance Registry (STEAR)

The next step of the threat and hazard identification and risk assessment process is to develop a matrix based on dimensions used during the risk analysis process such as:

- Probability or frequency of occurrence
- Magnitude (the physical force associated with the hazard or threat)
- Intensity / severity (the impact or damage expected)
- Time available to warn
- Location of the incident
- Potential size of the affected area
- Speed of onset
- Duration
- Cascading effects

Assess the Risk

The risk assessment is the basis for the Emergency Management Plan development. The assessment assists Tarrant County to decide what hazards or threats need special attention, what actions must be planned for, and what resources are likely to be needed. The analysis method inventories, evaluates, and provides loss estimates for assets deemed critical during the response and recovery phases of an incident.

Natural Hazards		Technological Hazards		Man-Made Hazards	
Tornadoes		Power Failure		Terrorism	
Flooding		Hazardous Materials Release			
Severe Thunderstorms & High Winds		Dam / Levee Failure			
Hail					
Infectious Disease Outbreaks / Public Health Emergencies					
Lightning					
Winter Storm					
Drought					
Wildfires					
Extreme Temperatures					
Expansive Soils					
Earthquake					

See the Tarrant County Hazard Identification and Risk Assessment 2014. Tarrant County Hazard Mitigation Action Plan 2014.

Due to the limited city and county resources, Tarrant County was not able to address all hazards identified as likely. In an effort to be efficient with limited resources during an emergency or disaster, Tarrant County focused its mitigating efforts on 15 hazards, those hazards identified in the Hazard Identification and Risk Assessment (HIRA) as having the largest impact on Tarrant County if they occurred.

Using a risk analysis, Tarrant County uses the available data to compare and prioritize risks to determine which hazards or threats merit emphasis in emergency planning to include emergency management and homeland security management efforts. Tarrant County considers the frequency of the hazard or threat and the likelihood or severity potential of its consequences in order to develop a single indicator of the risk to Tarrant County and participating cities. This effort allows for comparisons and setting of priorities.

The analysis process produces facts and assumptions, which can be distinguished as follows:

- Facts are verified pieces of information such as laws, authorities, regulations, terrain maps, and population statistics.
- Assumptions consist of information accepted by Tarrant County as being true in the absence of facts in order to provide a framework or establish conditions of an operational environment so that planning can proceed. Assumptions are used as facts only if they are considered valid (or likely to be true) and are necessary for solving the problem.

The outcomes of the analysis process assists Tarrant County with determining goals and objectives and select the supporting planning concepts that will be used when developing the Tarrant County Emergency Management Plan.

Step 3: Determine Goals and Objectives

Operational priorities specific what the responding Tarrant County organizations are to accomplish to achieve a desired end-state for the operation. Senior officials may communicate desired end-states for the operations addressed in the plans. By using information from the risk profile developed as part of the analysis process, Tarrant County may engage the senior official to establish how the hazard or threat would evolve in the jurisdiction and what defines a successful outcome for responders, disaster survivors, and the community.

Goals are broad, general statements that indicate the intended solution to problems identified by Tarrant County. Goals are what personnel and equipment resources are supposed to achieve. They help identify when major elements of the response are complete and when the operation is successful.

Objectives are more specific and identifiable actions carried out during the operation. They lead to achieving response goals and determining the actions that Tarrant County and participating cities must accomplish in the operation. Translating these objectives into activities, implementing procedures, or operating procedures by responsible organizations are part of the planning process. As goals and objectives are set, Tarrant County may identify more requirements that will feed into the development of courses of action as well as the capability estimate.

Step 4: Plan Development

The plan development process is the process of generating, comparing, and selecting possible solutions for achieving the goals and objectives identified by Tarrant County. Tarrant County considered the requirements, goals, and objectives to develop several response alternatives. Planning helps determine how many solutions or alternatives to consider. Courses of action development follows these steps:

- Establish the timeline
- Depict the scenario
- Identify and depict decision points
- Identify and depict operational tasks
- Select courses of action

Identify Resources

Tarrant County and participating cities identifies resources needed to accomplish tasks without regard to resource availability. Resources also include a list of facilities vital to emergency operations. The object is to identify the resources needed to make the operation successful. During the planning process, Tarrant County has identified available resources and resource shortfalls and works with the Purchasing Department to develop a list of needs that can be filled with contracts from local and regional vendors/contractors.

Resource identification is particularly important for supporting children, individuals with disabilities, access and functional needs; household pets and service animals. These individuals will require a range of communication, transportation, sheltering, human services, medical and other resources throughout the life of an incident. Examples include, but are not limited to, durable medical equipment, oxygen, paratransit vehicles, accessible shelters, personal assistance services, and sign language interpreters. Tarrant County Office of Emergency Management has identified these requirements and the resources for meeting them ahead of time will assist Tarrant County and participating cities to plan to support individuals with disabilities and others with access and functional needs. *See Attachments 9: Planning for Persons with Disabilities & Attachment 10: State of Texas Emergency Assistance Registry Data for Tarrant County.*

Step 5: Plan Preparation, Review and Approval

Writing the plan turns the results of courses of action development into the Emergency Management Plan. Tarrant County developed an all-hazards plan that consists of the basic plan, functional annexes and other parts of the plan as appropriate. Tarrant County Office of Emergency Management ensures that the Emergency Management Plan and Annexes conform to regulatory requirements and the standards of Federal and State requirements. Tarrant County has consulted with the Texas Division of Emergency Management, Region 1 Planner, to review the plan and discuss review and update cycles. Reviews of plans allows other agencies with emergency and homeland security responsibilities to suggest improvements to plan on the basis of their accumulated experience. Tarrant County uses the following criteria to determine the effectiveness and efficiency of plans based on the following:

- **Adequacy.** A plan is adequate if the scope and concept of planned operations identify and address critical tasks effectively; the plan can accomplish the assigned mission while complying with guidance; and the plan's assumptions are valid, reasonable, and comply with guidance.
- **Feasibility.** A plan is feasible if the organization can accomplish the assigned mission and critical tasks by using available resources within the time contemplated by the plan. The organization allocates available resources to tasks and tracks the resources by status. Available resources include internal assets and those available through mutual aid or through existing state, Regional, or Federal assistance agreements.
- **Acceptability.** A plan is acceptable if it meets the requirements driven by a threat or incident, meets decision maker and public cost and time limitations, and is consistent with the law. The plan can be justified in terms of the cost of resources and if its scale is proportional to mission requirements.
- **Completeness.** A plan is complete if it incorporates all tasks to be accomplished, includes all required capabilities, integrates the needs of the general public, children of all ages, individuals with disabilities, and others with access and functional needs, immigrants, individuals with limited English proficiency, and diverse racial and ethnic populations; provides a complete picture of the sequence and scope of the planned response operation such as what should happen, when, and at whose direction; makes time estimates for achieving objectives, and identifies success criteria and a desired end-state.

Additionally, when reviewing the plan, Tarrant County and participating cities do not have all of the resources needed to meet a capability requirement established during the planning process. However, the plan explains where Tarrant County and participating cities will obtain the resources to support those required capabilities such as hazardous materials teams, explosive ordinance teams, urban search and rescue teams, technical rescue, swift water rescue, SWAT teams and other specialized resources available within Tarrant County such as NEFDA, NERO, SERPA and jurisdiction-specific resources available through Arlington and Fort Worth and others. Neighboring jurisdictions can provide these resources through Mutual Aid Agreements, Memorandums of Understanding, Memorandums of Agreement, regional agreements, or statewide mutual aid or through the formal resource request process.

Once the plans have been reviewed and validated, Tarrant County Office of Emergency Management presents the plan to the appropriate elected officials and obtain official promulgation of the plan. The promulgation process is based in a specific statute, law or ordinance. Obtaining the senior official's approval through a formal promulgation documentation process is vital to gaining the widest acceptance

possible for the plan and important to establish the authority required for changes and modifications to the plan.

Once the senior official grants approval, Tarrant County Office of Emergency Management arranges for the distribution of the plan and maintains a record and organizations that receive a copy of the plan. The plan can be made available in alternate formats, upon request, to maintain compliance with the Americans with Disabilities Act.

Step 6: Plan Implementation and Maintenance

Training: After developing the plan, it must be disseminated and managers must be required to train their personnel so that they have the knowledge, skills, and abilities needed to perform tasks identified in the plan. Personnel should be trained on the organizational-specific procedures necessary to support the plan tasks.

Exercise the Plan: Evaluating the effectiveness of plans involves a combination of training events, exercises and real-world incidents to determine whether the goals, objectives, decisions, actions and timing outlined in the plan led to a successful response. In this way, homeland security and emergency preparedness exercise programs become an integral part of the planning process. Through the exercise process, Tarrant County will be aware of lessons learned and practices from other communities.

After Action Review / Corrective Action Program: By having a formal after action review process, Tarrant County and participating cities can identify, illuminate and correct problems with the Emergency Management Plan, Annexes and Standard Operating Guidelines. This process captures information from exercises, post-disaster critiques, self-assessments, audits, administrative reviews, or lessons-learned processes that may indicate that corrective actions or deficiencies exist. Tarrant County departments reconvene after the incident to discuss strengths and weaknesses and to consider and assign responsibility for generating remedies across all mission areas. The After Action Review process may involve revise planning assumptions and operational concepts, changing organizational tasks, or modifying organizational implementing instructions such as standard operating procedures, guidelines, or involve refresher training for organizational personnel.

Review, Revise, and Maintain the Plan

Tarrant County Office of Emergency Management has established a process for reviewing the Emergency Management Plan, Annexes and other emergency plans annually and reviewing or updating after the following events:

- A major incident
- A change in operational resources such as policy, personnel, organizational structures, management processes, facilities, and equipment.
- A formal update of planning guidance (State of Texas requires update every 5 years)
- A change in elected officials
- Each activation
- Major exercises
- A change in Tarrant County demographics or hazard or threat profile
- A change in the acceptability of various risks
- The enactment of new or amended laws and authorities

ATTACHMENT 9 - PLANNING FOR PERSONS WITH DISABILITIES

<http://gov.texas.gov/disabilities/about>

TEXAS GOVERNOR'S COMMITTEE ON PEOPLE WITH DISABILITIES
1100 San Jacinto, Suite 1.200
Austin, TX 78701
(512) 463-5739
Dial 711 for Relay Services or contact the service provider of your choice.
<http://www.governor.state.tx.us/disabilities>

The Governor's Committee on People with Disabilities

In existence since September of 1950, the Texas Governor's Committee on People with Disabilities (GCPD) works toward a State where people with disabilities have the opportunity to enjoy full and equal access to lives of independence, productivity and self-determination. The Governor appoints **twelve members** to serve on the Committee, seven of whom must be people with disabilities. Representatives from six State agencies serve as ex- officio or advisory members.



The Committee makes recommendations to the Governor and Legislature on disability issues; promotes compliance with disability-related laws; promotes a network of local committees doing similar work; recognizes employers for hiring and retaining employees with disabilities; and recognizes media professionals and students for positively depicting Texans with disabilities. The members and staff also provide technical assistance, information and referral services to citizens of Texas on issues affecting Texans with disabilities. Members of the

Committee work on issues related to Access, Communications, Education, Emergency Management, Health, Housing, Recreation, Transportation, Veterans and Workforce. The Committee's enabling law is outlined in the **Human Resources Code, Chapter 115**.

Mission

The Texas Governor's Committee on People with Disabilities envisions a State where people with disabilities have the opportunity to enjoy full and equal access to lives of independence, productivity and self-determination.

Key Services

The Governor's Committee recommends changes in disability policies and programs in the areas of accessibility, communication, education, emergency preparedness, health, housing, recreation, transportation, veterans and workforce. The Committee also supports a network of committees on people with disabilities, issues awards to promote greater awareness, and promotes compliance with disability related laws. For more information on Disability History or Etiquette and a "**Resource Guide on Disability Topics Important to Texans**", **send us a message** or call 512-463-5739

About the Governor's Committee on People with Disabilities

Who are the members of the Governor's Committee?

The Committee is composed of twelve members, at least seven of which must be persons with disabilities. The Governor's Committee provides information and referral services about programs offered by other state agencies or disability organizations. Officials from the Texas Department of Aging and Disability Services, the Texas Department of Assistive and Rehabilitation Services, the Texas Department of Family and Protective Services, the Texas Health and Human Services Commission, the Texas Department of State Health Services, the Texas Workforce Commission, and the Texas Department of Licensing and Regulation serve as non-voting advisory ex-officio members.

How are members of the Governor's Committee appointed?

Members of the Governor's Committee are appointed by the Governor for staggered terms of two years, with half the members' terms expiring each year. [For more information contact the Governor's appointments office](#) at 512-463-1828.

What does the Committee do?

The Committee and staff serve as central sources of information and education on the abilities, rights, problems, and needs of Texans with disabilities and advise the Governor and the Governor's staff on matters related to full participation of Texans with disabilities in all aspects of Texas life. The Committee may also work with legislative committees and with state agencies on the development of laws and policies that affect Texans with disabilities. Although the committee does not have any enforcement legislation linked to its enabling statute in the [Texas Human Resources Code, Chapter 115](#), it develops policy recommendations based on citizen input and research prior to each legislative session and recommends changes in state laws related to Texans with disabilities.

The Committee develops statewide networks of volunteer community-level committees to help promote the dissemination of information and support the rights of Texans with disabilities. It provides information and technical assistance to public and private agencies and businesses to promote and facilitate disability rights laws. The Committee also develops awards and other forms of recognition to persons and organization making outstanding contributions to the employment of persons with disabilities and to the public awareness of issues impacting Texans with disabilities.

[**Download and print a GCPD Brochure in PDF format**](#)

[**Download and print GCPD Brochure information in Word format**](#)

The GCPD Brochure is also available in large print upon request.

Annual Reports

These reports represent accomplishments and activity highlights for the past calendar years. Report components include quarterly staff activity, an analysis of Americans with Disabilities Act (ADA) Roundtable events, presentations made by our Committee members, detailed outreach in the communities, statistics on the number of constituents assisted, and summaries of efforts and events in partnership with our Local Committees. Also included is the *Annual Disability History Perspective* for each year, which include significant historical events related to people with disabilities that have occurred in Texas, the U.S and internationally.

- [2013 Annual Report \(Word\)](#)
[2013 Annual Report \(PDF\)](#)
- [2012 Annual Report \(Word\)](#)
[2012 Annual Report \(PDF\)](#)
- [2011 Annual Report \(Word\)](#)
[2011 Annual Report \(PDF\)](#)

Texas Key Laws & Resources

- Information regarding Key Laws for Texans with Disabilities is covered under the resource topics listed below. These sections provide information related to Key Laws for Texans with Disabilities and to the Texas Statutes by topic. This section is not intended to be used for legal advice.
- For more local resources, please dial 211. If you are calling from outside Texas, or have technical difficulties when dialing 211, please call (877) 541-7905. You may also visit the web page, [Finding Help in Texas](#). You may also wish to visit [Texas Parent to Parent](#) for a directory of a variety of resources, searchable by county and topic.
- Additionally, we offer a "[Resource Guide on Disability Topics Important to Texans](#)". Please [send us a message](#), or call us at 512-463-5739.

RESOURCE GUIDE ON DISABILITY TOPICS IMPORTANT TO TEXANS

Compiled by the Texas Governor's Committee on People with Disabilities
Revised December 9, 2011 and regularly updated

Below are resources to assist Texans with disabilities in a variety of areas. The document is designed with bookmarks and hyperlinks for ease of a computer user, but also includes website addresses and phone numbers for users without computer access. Note, due to the nature of the Internet, some of the links may break at times.

Finding Services in Your Area

Information regarding specific issues is covered under the resource topics below. These sections provide links and information to Federal, State and local resources by subject. The content of this guide is intended for general

informational purposes only and is not legal advice. Legal advice depends on the specific facts and circumstances of each person's situation. Those seeking specific legal advice or assistance should contact an attorney.

For items not covered, or for more local resources, please dial 211. If you are calling from outside Texas, or have technical difficulties when dialing 211, please call (877) 541-7905.

You may also visit the web page, [Finding Help in Texas \(www.211texas.org/211\)](http://www.211texas.org/211)

[TEXAS Parent to Parent \(a variety of resources\) \(www.txp2p.org/resources/\)](http://www.txp2p.org/resources/)

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Americans with Disabilities Act (ADA)

ADA – Compliance in Texas

www.governor.state.tx.us/disabilities/resources/ADA

Americans with Disabilities Act

<http://www.ada.gov>

(800) 514-0301 or (800) 514-0383 (TTY)

Webcast and review of the ADA Amendments Act of 2008

<http://www.ilru.org/html/training/webcasts/archive/2008/11-19-AM.html>

Revised ADA Regulations Effective March 2011

<http://www.ada.gov/regs2010/ADAREgs2010.htm>

Established ADA requirements for businesses

<http://www.ada.gov/business.htm#anchor-bbriefs>

Olmstead Law Information

<http://www.ada.gov/olmstead/index.htm>

Mediation Program to Resolve Disputes

<http://www.ada.gov/mediate.htm>

Emergency Shelter – ADA Checklist

<http://www.ada.gov/shleterck.htm>

Access to Information

Texas Disability Law - Access to Information

<http://www.governor.state.tx.us/disabilities/resources/access>

Texas Department of Information Resources (DIR)

<http://www.dir.state.tx.us>

(512) 475-4700 or (800) 348-9157

Texas Secretary of State

<http://sos.state.tx.us>

(512) 463-5770

Rules Regarding State Agency Websites

<http://sos.state.tx.us/tac/index.shtml>

Accessibility and Usability of Institution of Higher Education Web Sites

<http://sos.state.tx.us/tac/index.shtml>

Texas School for the Blind and Visually Impaired

<http://www.tsbvi.edu>

(512) 454-8631 or (800) 872-5273 or (512) 206-9451 (TDD)

How to Make an Accessible Web-based PowerPoint Presentation

<http://www.tsbvi.edu/resources/49/1159-tools-and-resources-for-accessible-web-design>

Accessibility for PDF files

<http://www.tsbvi.edu/resources/21-technology/1148-accessibility-guidelines>

U.S. Department of Justice

<http://justice.gov>

(800) 514-0301; (800) 514-0383 (TTY)

Accessibility of State and Local Government Websites to People with Disabilities

<http://www.ada.gov/websites2.htm>

Access to Medical Care for People with Mobility Impairments

http://www.ada.gov/medcare_ta.htm

Section 508 Information

<http://www.justice.gov/crt/508/508home.php>

Section 508 Guidelines

<http://www.section508.gov>

[USA.gov](http://www.usa.gov) – one stop resource for questions about federal government benefits and services

<http://www.usa.gov>

(800) FED-INFO or (800) 333-4636

Online Web Accessibility Course

www.web-accessibility-tutorial.com

Accommodations for Jurors, Witnesses and Offenders

Texas Disability Law - Accommodations for Jurors, Witnesses and Offenders

<http://governor.state.tx.us/disabilities/resources/accommodations>

Texas Correctional Office on Offenders with Medical or Mental Impairments

<http://www.tdcj.state.tx.us/tcomi/tcomi-home.htm>

(512) 465-5100

E-mail: tcoommi@tdcj.state.tx.us

Texas Department of Criminal Justice, Ombudsman Program

<http://www.tdcj.state.tx.us/adminrvw/adminrvw-ombud.htm>

(936) 437-8035

E-mail: ombudsman@tdcj.state.tx.us

Department of Assistive and Rehabilitative Services, Deaf & Hard of Hearing Services

<http://www.dars.state.tx.us/dhhs/index.shtml>

(512) 407-3250; (512) 407-3251 (TTY)

Texas Department of Licensing and Regulations, Licensed Court Interpreters

<http://www.license.state.tx.us/court/court.htm>

(512) 463-6599 or (800) 803-9202 or (800) 735-2989 (TTY)

E-mail: court.interpreters@license.state.tx.us

Disability Issues Committee of the State Bar of Texas

www.texasbardisabilityissues.org

(800) 204-2222 x2155

(PACE) Program of All-Inclusive Care for the Elderly – Medicaid/Medicare Enrollees

<http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Long-Term-Services-and-Support/Integrating-Care/Program-of-All-Inclusive-Care-for-the-Elderly-PACE/Program-of-All-Inclusive-Care-for-the-Elderly-PACE.html>

Texas Department of Aging and Disability

<http://www.dads.state.tx.us/services/index.cfm>

(800) 458-9858 or (512) 438-3011

Aging Texas Well Program

<http://www.agingtexaswell.org/about/index.html>

Texas Guide to Adult Guardianship

http://www.dads.state.tx.us/news_info/publications/brochures/pub395-guardianship.pdf

Long-Term Care Services in Texas

<http://www.dads.state.tx.us/ltss/>

AARP – Your Guide to Public Benefits in Texas

http://www.giclocalsupport.org/bop_statefactsheets/fact_sheets/Texas%20State%20Benefits.pdf

Texas Workforce Commission

<http://twc.state.tx.us>

(512) 463-2222

Senior Community Service Employment Program

<http://www.twc.state.tx.us/svcs/scsep/scsep.html>

Program Centers listed by County

<http://www.twc.state.tx.us/svcs/scsep/scsepcontact.html>

Facts about Age Discrimination in the Workforce

<http://www.twc.state.tx.us/crd/facts.html#age>

Building Accessibility

Texas Disability Law – Building Accessibility

http://governor.state.tx.us/disabilities/resources/building_accessibility

Texas Department of Licensing and Regulation

<http://www.license.state.tx.us/index.htm>

(877) 278-0999 or (512) 463-6599 or techinfo.ab@license.state.tx.us

Registered Accessibility Specialists by City

<http://www.license.state.tx.us/LicenseSearch>

ADA Building Renovations by City

<http://www.license.state.tx.us/ABDataSearch>

Report Violations Online

<http://www.license.state.tx.us/ComplaintsOnline>

Online Architectural Barriers Database

<http://www.license.state.tx.us/abdatasearch>

E-mail: Architectural.barriers@license.state.tx.us

Elimination of Architectural Barriers

<http://www.license.state.tx.us/ab/ab.htm>

Americans with Disabilities Act

<http://www.ada.gov/>

(800) 514-0301 or (800) 514-0383 (TTY)

Checklist for Accessibility of Polling Places

<http://www.ada.gov/votingck.htm>

IRS Tax Incentives - help business become ADA compliant

<http://www.ada.gov/taxincent.htm>

Accessible Stadium Regulations

<http://www.ada.gov/stadium.pdf>

Checklist for New Lodging Facilities

<http://www.ada.gov/lodgesur.htm>

National Center on Accessibility

<http://ncaonline.org>

(812) 856-4422 or (812) 856-4421 (TTY)

[U.S. Access Board – Access for all Decal](http://www.access-board.gov)
<http://www.access-board.gov>
(800) 872-2253 or (800) 993-2822 (TTY)
E-mail: info@access-board.gov

Accessible Sidewalks Video Online, or DVD order

<http://www.access-board.gov/news/sidewalk-videos.htm>

Communications Technology

[Texas Law – Communications Technology](http://governor.state.tx.us/disabilities/resources/communications_technology)
http://governor.state.tx.us/disabilities/resources/communications_technology

[Texas Public Utility Commission \(Relay Texas Customer Services\)](http://www.puc.state.tx.us)
<http://www.puc.state.tx.us>

(888) 782-8477 or (512) 936-7136 (TTY)

Email: relaytx@puc.state.tx.us

[Texas Public Utility Commission Consumer Fact Sheets](http://www.puc.state.tx.us/relaytexas/Overview.aspx)

<http://www.puc.state.tx.us/relaytexas/Overview.aspx>

[Telephone Payment Assistance Programs](http://www.puc.state.tx.us/relaytexas/Overview.aspx)

Email: customer@puc.state.tx.us

[Department of Assistive and Rehabilitative Services](http://www.dars.state.tx.us)

<http://www.dars.state.tx.us>

Specialized Telecommunications Assistance Program (STAP)

<http://www.dars.state.tx.us/dhhs/stap.shtml>

(800) 628-5110 or (866) 581-9328 (TTY)

Email: DARS.Inquiries@dars.state.tx.us

[Do I need to buy a TTY in order to be in compliance with the ADA?](http://www.dars.state.tx.us/dhhs/dhhsfags.shtml#ada)

<http://www.dars.state.tx.us/dhhs/dhhsfags.shtml#ada>

(512) 407-3250 or (512) 407-3251 (TTY)

[Federal Relay Services](http://www.frso.us)

<http://www.frso.us>

National Center for Accessible Media

<http://ncam.wgbh.org>

(617) 300-3400 or (617) 300-2489 (TTY)

Email: access@wgbh.org

[Federal Communications Commission](http://www.fcc.gov)

<http://www.fcc.gov>

(202) 418-0190 or (202) 418-2555 (TTY)

(888) 225-5322 or (888) 835-5322 (TTY)

E-mail: fccinfo@fcc.gov

[Consumer & Governmental Affairs Bureau](http://transition.fcc.gov/cib/dro)

<http://transition.fcc.gov/cib/dro>

[FCC Closed Captioning](http://transition.fcc.gov/cgb/dro/caption.html)

<http://transition.fcc.gov/cgb/dro/caption.html>

[ADA - Access for 9-1-1 and Telephone Emergency Services](http://www.ada.gov/911ta.htm)

<http://www.ada.gov/911ta.htm>

Department of Justice ADA Information Line
(800) 514-0301 or (800) 514-0383 (TTY)

Driver's Licenses and Personal Identification Cards

Texas Law - Driver's Licenses and Personal Identification Cards

http://governor.state.tx.us/disabilities/resources/drivers_licenses_and_personal_ids

Texas Department of Public Safety – Driver License

<http://www.txdps.state.tx.us/DriverLicense>

(512) 424-2600

E-mail: license.issuance@txdps.state.tx.us

Education - Public

Texas Law – Public Education

http://governor.state.tx.us/disabilities/resources/public_education

Texas Education Agency

<http://www.tea.state.tx.us>

(512) 463-9734

Parents Information Line/Complaints: (800) 252-9668

E-mail: complaintsmanagement@tea.state.tx.us

Special Education in Texas – Division of IDEA Coordination

<http://www.tea.state.tx.us/index2.aspx?id=2147491399>

(512) 463-9414

E-mail: sped@tea.state.tx.us

Diabetes Management and Treatment Plan for Students

www.tea.state.tx.us/Diabetes.pdf

Division of Services for the Deaf

<http://www.tea.state.tx.us/index2.aspx?id=2147497727>

Regional Education Service Centers

<http://www.tea.state.tx.us/index.aspx?id=2147494810>

(512) 463-9371

U.S. Department of Education

Office of Special Education Programs

<http://www2.ed.gov/about/offices/list/osep/index.html>

(202) 245-7459

No Child Left Behind Act

<http://www2.ed.gov/nclb/landing.jhtml>

(800) 872-5327 or (800) 437-0833 TTY

Email: nochildleftbehind@ed.gov

Disability Rights Education and Defense Fund

Comparison of ADA, IDEA, and Section 504

<http://www.dredf.org/advocacy/comparison.html>

Department of Assistive and Rehabilitative Services

<http://www.dars.state.tx.us>

(800) 628-5115 or (866) 581-9328 (TTY)

Autism Program

<http://www.dars.state.tx.us/announcements/20080307.shtml>

(512) 377-0630

[Early Childhood Intervention](#)

<http://www.dars.state.tx.us/ecis/index.shtml>

(800) 628-5115

E-mail: ECI.policy@dars.state.tx.us

Texas Project FIRST

<http://www.dars.state.tx.us/ecis/index.shtml>

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Education - Public

[The ARC, It's a New IDEA, Special Education Services in Texas](#)

http://www.thearcoftexas.org/site/PageServer?pagename=services_program_special_education

(512) 454-6694 or 800-252-9729

Wrights Law

<http://www.wrightslaw.com>

Pete and Pam Wright are attorneys who routinely practice before the Supreme Court of the United States on behalf of students with disabilities. Website has lots of resources.

[Texas School for the Blind and Visually Impaired](#)

<http://www.tsbvi.edu>

(512) 454-8631 or (800) 872-5273 or (512) 206-9451 (TDD)

[Texas School for the Deaf](#)

<http://www.tsd.state.tx.us>

(512) 462-5353 (Voice/TTY) or (800) DEAF-TSD

["Learning Opportunities For Your Child Through Alternate Assessments"](#)

<http://www2.ed.gov/parents/needs/speced/learning/index.html>

U.S. [Department of Labor - Youth with Disabilities](#)

<http://www.dol.gov/odep/categories/youth>

(866) 4-USA-DOL (487-2365) or (877) 889-5627 (TTY)

Education – Higher (1 of 2)

[Texas Law – Higher Education](#)

http://governor.state.tx.us/disabilities/resources/higher_education

[The Higher Education Act](#)

<http://www2.ed.gov/about/offices/list/oep/library.html>

Texas Higher Education Coordinating Board

<http://www.thecb.state.tx.us>

(512) 427-6101

Types of State and Federal Grants and Scholarships

<http://www.hhloans.com/apps/financialaid/tofa.cfm?Kind=GS>

Private and Corporate Grants and Scholarships

<http://www.hhloans.com/apps/financialaid/tofa.cfm?Kind=PGS>

[Institutional Grants and Scholarships](#)

<http://www.hhloans.com/apps/financialaid/tofa.cfm?Kind=IGS>

Loan Forgiveness Programs

<http://www.hhloans.com/apps/financialaid/tofa.cfm?Kind=LFP>

Exceptions

<http://www.hhloans.com/apps/financialaid/tofa.cfm?Kind=E>

Tax Credits and Other Programs

<http://www.hhloans.com/apps/financialaid/tofa.cfm?Kind=TX>

Waivers <http://www.hhloans.com/apps/financialaid/tofa.cfm?Kind=W>

Work-Study Programs

<http://www.hhloans.com/apps/financialaid/tofa.cfm?Kind=WS>

Association of Higher Education and Disability in Texas

<http://www.ahead.org/resources>

The Texas Comptroller of Public Accounts

<http://www.everychanceeverytexas.org/about/scholars>

Website lists links to foundations with scholarship programs for students with disabilities.

Students with Disabilities Preparing for Postsecondary Education

<http://www2.ed.gov/about/offices/list/ocr/transition.html>

Transitioning from High School to College

http://governor.state.tx.us/files/disabilities/transitioning_from_high_school_to_college_2009.pdf

College For Texans

<http://www.collegefortexans.com>

Texas Financial Aid Information Center (888) 311-8881

Education – Higher

Texas Project First

<http://texasprojectfirst.org/AgePostGraduation.html>

Texas A&M University – Honored Service Scholarship

https://scholarships.tamu.edu/military/honored_service.aspx

A&M offers the Honored Service Scholarship for veterans. Recipients must meet specific VA requirements for disability assistance, be a resident of Texas and have a demonstrated financial need. Contact the Veterans Administration counselor in the Office of Student Financial Aid.

The Hinson-Hazelwood College Student Loan Program

<http://www.hhloans.com>

(800) 242-3062 or (512) 427-6340

Provides low-interest loans for students who are TX residents & are eligible to pay in-state tuition.

Barbara Jordan Ambassadors “N” Excellence Program

<http://www.barbarajordanambassadors.org>

Program sponsors many scholarships to students with disabilities in the Houston area.

Texas Scottish Rite Hospital for Children – Legacy Scholarship Program

<http://www.tsrhc.org/legacy-scholarship-program.htm>

(800) 421-1121, ext. 7816

Email: Legacy.Scholarship@tsrh.org

The program is offered to present or former patients of the hospital.

Emergency Management

Emergency Preparedness

https://www.disability.gov/emergency_preparedness

Texas Division of Emergency Management

<http://www.txdps.state.tx.us/dem/index.htm>

(512) 424-2138 8:00am to 5:00 pm (VM & TTY)

(512) 424-2000 after hours (VM & TTY)

Texas Department of Public Safety – EM Procedures for the Deaf

<http://www.txdps.state.tx.us/dem/asl>

ADA – Emergency Shelter Checklist

<http://www.ada.gov/shleterck.htm>

Ready.gov – Emergency Supply Checklist

<http://www.ready.gov/america/getakit/disabled.html>

(800) 480-2520 or (540) 535-4071

FEMA

<http://fema.gov>

(800) 621-FEMA or (800) 462-7585 (TTY)

Disaster Survivor Information

<http://www.fema.gov/assistance/index.shtm>

Are You Ready? – Guide for Citizens Preparedness

<http://www.fema.gov/areyouready>

The National Organization on Disability

<http://www.nod.org/EPIResources/texas.html>

(202) 293-5960

Silver Alert

ftp://ftp.txdps.state.tx.us/dem/amber/silver_alert_instructions.pdf

(512) 424-2277 or (512) 424-2208

Ready, Willing and Able - Free Online Disaster Assistance Training

<https://tx.train.org/DesktopModules/eLearning/CourseDetails/CourseDetailsForm.aspx?tabid=62&CourseID=1010882>

Texas Hotel and Lodging Association - maintains information for evacuees.

<http://texaslodging.com>

1-800-856-4328

State of Texas Functional Needs Support Plan – Toolkit for EM Planners

<https://www.preparingtexas.org/preparedness.aspx?page=32137bc8-eed7-42bb-ad7e-2765fd8abdb9>

Employment Protections

Texas Law – Employment Protections

http://governor.state.tx.us/disabilities/resources/employment_protections

Texas Department of Insurance - Worker's Compensation

<http://www.tdi.texas.gov/wc/indexwc.html>

(800) 252-7031

Injured Employee Rights and Responsibilities

<http://www.tdi.texas.gov/wc/employee/workerrights.html>

Worker's Compensation - Employee FAQ

http://www.tdi.texas.gov/wc/employee/workerresources_english.html

The Department of Assistive and Rehabilitative Services (DARS)

<http://www.dars.state.tx.us>

(800)-628-5115 or (512) 377-0486 or (866) 581-9328 (TTY)

Services for Persons with Physical and Mental Disabilities

<http://www.dars.state.tx.us/drs/index.shtml>

Employment & Disability Connections

<http://www.dars.state.tx.us/drs/vr.shtml>

Department of Labor

<http://www.dol.gov>

(866) 487-2365 or (877) 889-5627 (TTY)

Family and Medical Leave Act FAQ

<http://www.dol.gov/compliance/laws/comp-fmla.htm>

Office of Disability Employment Policy

<http://www.dol.gov/odep>

Texas Workforce Commission - Civil Rights Division

(888) 452-4778 or (512) 463-2642 or (800) 735-2989 (TDD)

Civil Rights Division

<http://www.twc.state.tx.us/customers/jsemp/jsempsubcrd.html>

Work in Texas – Job Search

<http://www.twc.state.tx.us/jobs/job.html>

Job Accommodation Network

<http://askjan.org>

(800) 526-7234 (Voice) or (877) 781-9403 (TTY)

Equal Employment Opportunity Commission

<http://www.eeoc.gov>

(800) 669-4000 or (800) 669-6820 (TTY)

Getting Hired – Careers & Community for Talented People with Disabilities

<http://www.gettinghired.com>

(866) 352-7481

Employment Protections

Starting Your Own Business

<https://www.disability.gov/employment>

(800) 514-0301 or (800) 514-0383 (TTY)

Self-Employment – Strategies for Individuals with Disabilities

<http://www.start-up-usa.biz/resources/index.cfm>

(804) 828-1851

Social Security Administration (SSA)

<http://www.ssa.gov>

(800) 772-1213

SSA Office of Employment Support Programs

<http://www.socialsecurity.gov/work/index.html>

Work Incentives planning and Assistance projects

<https://secure.ssa.gov/apps10/oesp/providers.nsf/byonestate!openview&restricttocategory=TX>

Financial Assistance

Texas Law – Financial Assistance

http://governor.state.tx.us/disabilities/resources/financial_assistance

Texas Health and Human Services

<http://www.hhs.state.tx.us/tirn/tirnhome.shtml>

SNAP - Supplemental Nutrition Assistance Program (formerly known as Food Stamps).
HHSC.

Temporary Assistance for Needy Families (TANF)

http://www.hhsc.state.tx.us/help/financial/temporary_assistance.html

(888) 834-7406 State Customer Service

Department of Assistive and Rehabilitative Services - Disability Determination Services

<http://www.dars.state.tx.us/services/dds.shtml>

(800) 628-5115 or (866) 581-9328 (TTY)

Texas State Council for Developmental Disabilities

<http://www.txddc.state.tx.us>

512-437-5432 or (800) 262-0334

Texas Department of Housing and Community Affairs

<http://www.tdhca.state.tx.us/index.htm>

(877) 399-8939

U.S. Dept. of Health & Human Services' Administration for Children & Families

<http://www.acf.hhs.gov>

(877) 696-6775

U.S. Department of Agriculture - Food Stamps

<http://www.fns.usda.gov/snap>

(800) 221-5689

Low Income Assistance Programs

(888) 782-8477

Social Security Administration (SSA)

<http://www.ssa.gov>

(800) 772-1213

[Local Social Security Office Locator](#)

<https://secure.ssa.gov/apps6z/FOLO/fo001.jsp>

[Ticket to Work and Workforce Incentive Improvement Act](#)

<http://www.socialsecurity.gov/work/aboutticket.html>

[SSA Benefit Eligibility Screening Tool](#)

<http://www.benefits.gov/ssa>

Assistance with electric or gas bills - please contact your provider.

Genetic Testing

[Texas Law – Genetic Testing](#)

http://governor.state.tx.us/disabilities/resources/genetic_testing

[Texas Department of Insurance](#)

<http://www.tdi.texas.gov>

(800) 252-3439

[Office of Public Insurance Counsel](#)

<http://www.opic.state.tx.us>

(512) 322-4143

[Texas Workforce, Civil Rights and Discrimination](#)

<http://www.twc.state.tx.us/customers/jsemp/jsempsubcrd.html>

(512) 463-2642 or (888) 452-4778

[Equal Employment Opportunity Commission](#)

<http://www.eeoc.gov>

(800) 669-4000 or (800) 669-6820 (TTY)

E-mail: info@eeoc.gov

Guardianship

[Texas Law – Guardianship](#)

<http://governor.state.tx.us/disabilities/resources/guardianship>

[Texas Guardianship Association](#)

<http://www.texasguardianship.org>

(888) 399-9115 or (254) 399-9115

Inez Russell, Executive Director

Email: inez@texasguardianship.org

[Health and Human Services Commission Guardianship Initiative](#)

<http://www.hhsc.state.tx.us/si/gab/index.html>

(512) 424-6599

[Department of Aging and Disability Services Guardianship](#)

<http://www.dads.state.tx.us/services/guardianship/index.html>

(512) 438-3739

[Office of Court Administration, Texas Statutory Probate Courts](#)

<http://www.courts.state.tx.us/courts/probate.asp>

(512) 854-9258

[Legal Hotline for Older Texans](#)

<http://tlsc.org/legalhotline.asp>

(800) 622-2520 or (512) 477-3950

Advocacy, Inc., Guardianship for Texans with Disabilities

<http://www.disabilityrightstx.org>

(800) 252-9108 or (512) 454-4816

Health

Texas Department of Insurance

<http://www.tdi.state.tx.us>

(800) 252-3439 (Consumer Complaints)

(512) 305-7196

Department of Assistive and Rehabilitative Services - Disability Determination Services

<http://www.dars.state.tx.us/services/dds.shtml>

(800) 628-5115 or (866) 581-9328 (TTY)

Medicare

<http://www.medicare.gov/default.aspx>

Medicaid

<http://hhsc.state.tx.us/Medicaid/index.html>

(800) 252-8263 or (800) 834-7406

(800) 964-2777 (MAXIMUS) (STAR & STAR+PLUS Health Plans)

CHIPS Children's Medicaid

<http://texcarepartnership.com>

(800) 647-6558

AARP – Search medication assistance by zip code

https://www.aarpmedicareplans.com/landing/medicare-part-d.html?WT.srch=1&WT.mc_id=880125

(877) 699-5710

Partnership for Prescription Assistance

<http://www.pparx.org>

(888) 477-2669

Health Care Directives

Texas Law – Health Care Directives

http://governor.state.tx.us/disabilities/resources/health_care_directives

Department of Aging and Disability Services

<http://www.dads.state.tx.us>

(512) 438-3011

Advance Health Care Directives

http://www.dads.state.tx.us/news_info/publications/handbooks/index.html

(512) 458-7261

Texas Medical Association

<http://www.texmed.org/Template.aspx?id=65>

(800) 880-1300 or (512) 370-1300

Medicine.Net

http://www.medicinenet.com/advance_medical_directives/article.htm

[The Legal Hotline for Older Texans](#)
<http://www.tlsc.org/legalhotline.asp>
(800) 622-2520

Housing

[Texas Law - Housing](#)
<http://governor.state.tx.us/disabilities/resources/housing>

[Texas Workforce Commission - Housing Discrimination](#)
http://www.twc.state.tx.us/crd/file_hsg.html
(888) 452-4778

[Texas Department of Housing and Community Affairs](#)
<http://www.tdhca.state.tx.us>
(512) 475-3800 or (800) 525-0657
Find help with Rental Assistance, TX 1st Time Homebuyer Program, Home Repair, Utility Bill
<http://www.tdhca.state.tx.us/texans.htm>

[U.S. Department of Housing and Urban Development](#)
http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/disabilities
(800) 669-9777 or (800) 927-9275 TTY

[Reasonable Accommodations under the Fair Housing Act](#)
http://searchjustice.usdoj.gov/search?q=crt%20housing%20jointstatement_ra&q=site%3Awww.justice.gov%2Fcr&sort=date%3AD%3AL%3Ad1&output=xml_no_dtd&client=default_frontend&proxystylesheet=default_frontend&site=default_collection

Fair Housing Accessibility First
<http://www.fairhousingfirst.org>
(888) 341-7781 (V & TTY)
[Fair Housing FAQ](#) Search
<http://www.fairhousingfirst.org/faq.asp>

City of Austin's Architectural Barrier Removal Program
http://www.ci.austin.tx.us/ahfc/repairs_arcbr.htm

[Rural Housing Repair and Rehabilitation Loans & Grants](#)
http://www.rurdev.usda.gov/rhs/sfh/brief_repairgrant.htm
(202) 720-4323 or (202) 690-1533 or (800) 877-8339 (TTY)
Rural Housing Service
<http://www.rurdev.usda.gov/TXHome.html>

[National Accessible Apartment Clearinghouse](#)
<http://www.socialserve.com>
(877) 428-8844 or (704) 334-8722

Veterans Land Board
<http://www.glo.texas.gov/vlb/index.html>
1-800-252-8387

Insurance

Texas Law - Insurance

<http://governor.state.tx.us/disabilities/resources/insurance>

Texas Department of Insurance

<http://www.tdi.texas.gov>

(800) 252-3439 (Consumer Complaints)

(512) 305-7196

Texas Legal Services Center

<http://www.tlsc.org/healthlaw.asp>

(866) 979-4343 Health Law Hotline

Access to Benefits Coalition

<http://www.accesstobenefits.org/default.aspx>

(202) 479-6670

Insurance: Health (pg. 1 of 2)

Texas Law – Health Insurance

http://governor.state.tx.us/disabilities/resources/insurance_health

Texas Health and Human Services Commission

<http://www.hhsc.state.tx.us>

(512) 424-6500

CHIP – Children’s Health Insurance Program

<http://www.chipmedicaid.org>

Texas Medicaid Information

<http://www.hhsc.state.tx.us/Medicaid>

(800) 252-8263

Medicaid Buy-In Program - [Frequently Asked Questions](#)

<http://www.hhsc.state.tx.us/mbi.html>

Texas Department of State Health Services

<http://dshs.state.tx.us>

(512) 458-7111 or 1-800-735-2989 (TTY)

Newborn Screening

<http://www.dshs.state.tx.us/newborn/overview.shtm>

Children with Special Health Care Needs

<http://www.dshs.state.tx.us/cshcn/default.shtm>

Texas Department of Insurance

<http://www.tdi.state.tx.us>

(800) 252-3439

"Insurance for Texans with Disabilities"- brochure in English

<http://www.tdi.texas.gov/pubs/consumer/cb039.html>

"Insurance for Texans with Disabilities"- brochure in Spanish

<http://www.tdi.texas.gov/pubs/consumer/cb039s.html>

U.S. Department of Health and Human Services

CHIP - [Children's Health Insurance Program](#)

<https://www.cms.gov/LowCostHealthInsFamChild>

(800) 633-4227
[Health Insurance Portability and Accountability](http://www.hhs.gov/ocr/privacy)
<http://www.hhs.gov/ocr/privacy>
(866) 627-7748

[Medicare Information](http://www.medicare.gov/default.aspx)
<http://www.medicare.gov/default.aspx>
(800) MEDICARE or (800) 633-4227

[Social Security Administration](http://www.socialsecurity.gov)
<http://www.socialsecurity.gov>
(800) 772-1213

Insurance: Health

[Texas Health Options](http://www.texashealthoptions.com/cp/disable.html)
<http://www.texashealthoptions.com/cp/disable.html>
Consumer Helpline (800) 252-3439

[Office of Public Insurance Counsel](http://www.opic.state.tx.us)
<http://www.opic.state.tx.us>
(512) 322-4143

PCIP – Pre-Existing Condition Insurance Plan
<https://www.pcip.gov/Default.html>
(866) 717-5826 or (866) 561-1604 (TTY)

CDC
www.cdc.gov/parents
Users can subscribe to receive email updates and RSS feeds. Podcasts are also accessible.
Intellectual Disabilities Protections

[Texas Law – Intellectual Disabilities](http://governor.state.tx.us/disabilities/resources/mental_retardation_protections)
http://governor.state.tx.us/disabilities/resources/mental_retardation_protections

[Texas Department of Aging and Disability Services](http://www.dads.state.tx.us)
<http://www.dads.state.tx.us>
(800) 458-9858
[Services for Persons with Intellectual Disabilities](http://www.dads.state.tx.us/services/listofservices.html#mr)
<http://www.dads.state.tx.us/services/listofservices.html#mr>

[Texas Council on Developmental Disabilities](http://www.txddc.state.tx.us)
<http://www.txddc.state.tx.us>
(512) 437-5432

Texas Department of State Health Services
<http://www.dshs.state.tx.us>
(512) 458-7111 or 1-800-735-2989 (TTY)
[Mental Health Rules and Statutes](http://www.dshs.state.tx.us/mhrules/default.shtm)
<http://www.dshs.state.tx.us/mhrules/default.shtm>

U.S. [Dept. of Health & Human Services, Administration on Developmental Disabilities](#)

<http://www.acf.hhs.gov/programs/add>
(202) 690-6590

U.S. Department of Justice - Civil Rights of Institutionalized Persons
http://search.justice.usdoj.gov/search?q=crt%20split%20cripa&q=site%3Awww.justice.gov%2Fcrts&sort=date%3AD%3AL%3Ad1&output=xml_no_dtd&client=default_frontend&proxystylesheet=default_frontend&site=default_collection
(202) 514-6255

NADD - An association for persons with developmental disabilities and mental health needs.

<http://www.thenadd.org>
(800)331-5362 or (845)331-4336

Long-Term Disability Planning

PACE – Program of All-Inclusive Care for the Elderly
<http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Long-Term-Services-and-Support/Integrating-Care/Program-of-All-Inclusive-Care-for-the-Elderly-PACE/Program-of-All-Inclusive-Care-for-the-Elderly-PACE.html>

Seaton Foundation
<http://www.seatonfoundation.com>
(512) 477-2275 or (800) 563-5199
Booklet – Long Term Planning
http://www.tc-tx.com/html/seatonfoundation/SF_booklet.pdf

Texas Microboard Collaboration
http://www.thearcoftexas.org/site/PageServer?pagename=partners_microboard
(512) 454-6694 or (800) 252-9729
Master Pooled Trust Information
http://www.thearcoftexas.org/site/PageServer?pagename=partners_master_pooled_trust

Care Planning Council of Texas
<http://caretexas.net>
(800) 989-8137

Texas Department of Insurance
<http://www.tdi.state.tx.us>
(800) 252-3439
Long Term Care Resource Guide
<http://www.tdi.texas.gov/consumer/hicap/hicapltc05.html>

Own Your Future – Texas Long-Term Care Partnership
<http://ownyourfuturetexas.org>

National Family Caregivers Association
http://www.nfcacares.org/about_nfca
(800) 896-3650 or (301) 942-6430

National Alliance for Caregiving
<http://www.caregiving.org>

Mental Health Protections

Texas Law – Mental Health

http://governor.state.tx.us/disabilities/resources/mental_health_protections

Texas Department of State Health Services

<http://www.dshs.state.tx.us/mhservices/default.shtm>

(800) 252-8154

Mental Health Rules and Statutes

<http://www.dshs.state.tx.us/mhrules/default.shtm>

Locate Your Local Mental Health Authority

<http://webds.dshs.state.tx.us/mhservices/default.asp?strMHA=1>

Disability Rights Texas (formerly, Advocacy, Inc.)

<http://www.disabilityrightstx.org>

(800) 252-9108 or (512) 454-4816 or (866) 362-2851 (video phone)

Organ Donation

Texas Law – Organ Donation

http://governor.state.tx.us/disabilities/resources/organ_donation

Texas Department of State Health Services

<http://www.dshs.state.tx.us>

(512) 458-7111 or 1-800-735-2989 (TTY)

Glenda Dawson Donate Life – Texas Registry

<http://www.dshs.state.tx.us/organdonation>

US Department of Health and Human Services

<http://www.organdonor.gov>

TOSA – Texas Organ Sharing Alliance

<http://www.txorgansharing.org>

(512) 459-4848

Parking and Buying Gas (pg. 1 of 2)

Texas Law – Parking and Buying Gas

http://governor.state.tx.us/disabilities/resources/parking_and_buying_gas

Texas Department of Transportation

Application form for parking placards or license plates (pdf)

<http://www.txdot.gov/txdot/forms/GetForm?formName=/VTR-214.xdp&appID=/VTR&status=/reportError.jsp&configFile=WFServletConfig.xml>

Veterans Application for Disabled License Plates and Parking Placards (pdf)

<http://www.txdot.gov/txdot/forms/GetForm?formName=/VTR-615.xdp&appID=/VTR&status=/reportError.jsp&configFile=WFServletConfig.xml>

Texas Department of Motor Vehicles

<http://www.txdmv.gov/vehicles/drivers/disabled.htm>

(512) 465-7611

Texas Department of Licensing and Regulation

<http://www.license.state.tx.us>

(800) 803-9202 or (800) 735-2989 (TTY)
New Construction Accessibility Parking Guidelines
<http://www.license.state.tx.us/ab/tas/abtas4.htm#4.1.2>
Parking/Passenger Loading Zones/Number of Spaces Required
<http://www.license.state.tx.us/ab/tas/abtas4a.htm#4.6>

Accessible Parking Complaints
<http://www.license.state.tx.us/ab/ab.htm>
(800) 803-9202 or TDLR Main (512) 463-6599
TDLR complaint form PDF
<http://www.license.state.tx.us/misc/007all.pdf>

If a business, government agency, or other place of public accommodation violates the law regarding the construction of an accessible parking space, individuals may file a complaint.

Texas Workforce Commission Civil Rights Division
http://www.twc.state.tx.us/crd/file_hsg.html
The Federal Fair Housing Act may require the owner of a multi-family residential property to provide accessible parking. A tenant with a disability may ask the owner to create an accessible parking space. Under the Fair Housing Act, property owners are required to provide "reasonable accommodations" to tenants with disabilities, unless it would be difficult or impractical to provide such a space. If an owner of a multi-family residential property refuses to honor a request by a tenant with a disability to install an accessible parking space, TWC Civil Rights Division has the authority to investigate.

Improper Parking or Placard Abuse
Contact local law enforcement agencies to report abuse.

Texas County Tax Assessor/Collector List– to apply for placards/license plates.
http://www.txdmv.gov/wheretogo/tax_offices.htm
(888) DMVGOTX (368-4689) or (512) 465-3000

Parking and Buying Gas

Federal Parking Regulations
<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=4326b3462801c075d9d260366f1f811e&rgn=div5&view=text&n ode=23:1.0.2.14.9&idno=23#23:1.0.2.14.9.0.1.6>

ADA – America's Disability Act
<http://www.ada.gov>
Re-striping Parking Lots
<http://www.ada.gov/restribr.htm>
Readily Achievable Barrier Removal and Van-Accessible Parking
<http://www.ada.gov/adata1.htm>
Assistance at Self-Service Stations
<http://www.ada.gov/gasbrief.htm>
Refueling Complaints - Consumer Protection Division of the Office of the Attorney General
<http://www.ada.gov/gasbrief.htm>
(800) 621-0508 or local law enforcement agencies.

File Complaint with: [U.S. Department of Justice](#)

Civil Rights Division, Disability Rights Section
P.O. Box 66738
Washington, D.C. 20035-6738
(800) 514-0301 (voice)
(202) 307-1198 (fax)

[U.S. Department of Housing and Urban Development](#)

<http://www.hud.gov>

(800) 669-9777

Housing Discrimination Complaint Form

http://portal.hud.gov/hudportal/HUD?src=/topics/housing_discrimination

Property Tax Exemptions

[Texas Law – Property Tax Exemptions](#)

http://governor.state.tx.us/disabilities/resources/property_tax_exemptions

[Texas Comptroller of Public Accounts](#)

http://www.window.state.tx.us/taxinfo/proptax/tx96_295/contents.html

(800) 252-5555 or (800) 735-2988 (TDD)

Frequently Asked Questions: Property Tax Exemptions

<http://www.window.state.tx.us/taxinfo/proptax/exmptns.html>

[County Appraisal District Offices](#)

<http://www.window.state.tx.us/taxinfo/proptax/apprdir07>

Any taxing unit can offer an additional exemption of at least \$3,000 from the home value of taxpayers with disabilities.

[School Tax Ceiling Reduction](#)

<http://www.window.state.tx.us/taxinfo/proptax/mmover65.html>

(512) 463-4865

[Reasonable Accommodation](#)

[Texas Law – Reasonable Accommodation](#)

http://governor.state.tx.us/disabilities/resources/reasonable_accommodation

[Texas Workforce Commission](#)

<http://www.texasworkforce.org/customers/jsemp/jsempsubcrd.html>

(800) 735-2988 or (800) 735-2989 (TDD)

[Equal Employment Opportunity Commission](#)

<http://www.eeoc.gov>

(800) 669-4000 or (800) 669-6820 (TTY)

[EEOC Reasonable Accommodation Guidance](#)

<http://www.eeoc.gov/policy/docs/accommodation.html>

[EEOC Pre-employment Guidance](#)

<http://www.eeoc.gov/policy/docs/preemp.html>

[EEOC Psychiatric Disabilities Guidance](#)

<http://www.eeoc.gov/policy/docs/psych.html>

[Job Accommodation Network](#)

<http://askjan.org>

(800) 526-7234, or (877) 781-9403 (TTY)

Recreation

Texas Laws – Recreation

<http://www.eeoc.gov/policy/docs/psych.html>

Texas Department of Licensing and Regulations - Architectural Barriers

<http://www.license.state.tx.us/ab/ab.htm>

(800) 803-9202 or (800) 735-2989 (TDD)

Texas Parks and Wildlife Department

<http://www.tpwd.state.tx.us>

(800) 792-1112 or (512) 389-8915 or (512) 389-8900 TDD

State Parks Reservations and Information

http://www.tpwd.state.tx.us/business/park_reservations

Wheelchair Accessible Wildlife Viewing - State and National

http://www.tpwd.state.tx.us/landwater/land/programs/tourism/wheelchair_access

Texas Wheelchair Accessible Fishing Sites

<http://www.tpwd.state.tx.us/fishboat/fish/recreational/wheretofish/wheelchair.phtml>

The National Center on Physical Activity and Disability

<http://www.ncpad.org>

1-800-900-8086

Disability.Gov – Outdoor Recreation Guidelines Handbook

https://www.disability.gov/community_life/sports_&_leisure_activities/sports_&_recreation

(800) 514-0301 or (800) 514-0383 (TTY)

Texas Occupational Therapy Association - Camps for kids with Disabilities

<http://www.tota.org/camps.html>

(512) 450-1777

Special Olympics

<http://www.specialolympics.org>

(800) 700-8585 or (202) 628-3630

US Paralympics

<http://usparalympics.org>

Texas Commission on the Arts - Accessibility

http://www.arts.state.tx.us/index.php?option=com_weblinks&view=categories&id=54&subNav=Accessibility&Itemid=132

(512) 463-5535

VSA- State Organization on Arts and Disability

<http://www.vsatx.org>

(866) 489-8412 or (512) 323-6626

Safety and Protection from Abuse or Neglect

Texas Law – Safety and Protection from Abuse or Neglect

http://governor.state.tx.us/disabilities/resources/safety_and_protection

(512) 438-4800 or (800) 252-5400

Texas Abuse Hotline

<http://www.dfps.state.tx.us/everyonesbusiness/PDFs/English-APSinserts.pdf>

(800) 252-5400 (report child or elderly abuse or neglect – anonymously if you choose)

Adult Protective Services

http://www.dfps.state.tx.us/adult_protection/about_adult_protective_services/Default.asp

Adult Abuse Prevention Kit (pdf)

<http://www.dfps.state.tx.us/everyonesbusiness/PDFs/English-APSinserts.pdf>

Child Protective Services

<http://www.dfps.state.tx.us/everyonesbusiness/PDFs/English-APSinserts.pdf>

Child Abuse Prevention Kit (pdf)

<http://www.dfps.state.tx.us/everyonesbusiness/PDFs/English-APSinserts.pdf>

Attorney General of Texas – information of protective orders

<https://www.oag.state.tx.us/victims/protective.shtml>

Texas Department of Aging and Disability Services

<http://www.dfps.state.tx.us/everyonesbusiness/PDFs/English-APSinserts.pdf>

(512) 438-3011

Long-term Care Ombudsman

http://www.dads.state.tx.us/news_info/ombudsman/index.html

Service Dogs

Texas Disability Law - Assistance Animals

http://governor.state.tx.us/disabilities/resources/assistance_animals

Department of Assistive & Rehabilitative Services - Division for Rehabilitation Services

<http://www.dars.state.tx.us>

(800) 628-5115 or (866) 581-9328 (TTY)

E-mail: DARS.Inquiries@dars.state.tx.us

U.S. Department of Justice – ADA Business BRIEF: Service Animals

<http://www.ada.gov/svcanimb.htm>

(800) 514-0301 or (800) 514-0383 (TTY)

"Commonly Asked Questions About Service Animals In Places of Business"

<http://www.ada.gov/qasrvc.htm>

Service Dog Changes in ADA Amendments Act

http://www.ada.gov/regs2010/factsheets/title2_factsheet.html

U.S. Department of Housing and Urban Development

http://www.hud.gov/offices/fheo/FINALRULE/Pet_Ownership_Final_Rule.pdf

(800) 669-9777 or (202) 708-1112 or (202)-708-1455 (TTY)

U.S. Department of Transportation

http://www.dot.gov/citizen_services/disability/disability.html

Federal Aviation Administration

<http://www.faa.gov>

(866) 835-5322 – hotline for Air Travelers with Disabilities

Center for Disease Control and Prevention

(800) 232-4636 or (888) 232-6348 (TTY)

E-mail: cdcinfo@cdc.gov

"Service Animals in Health Care Facilities"

<http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5210a1.htm>

California Hotel and Lodging Association

"[We Welcome Service Animals](#)" National Campaign

http://www.calodging.com/products/service_animals.shtml

Bazelon Center for Mental Health Law

(202) 467-5730

E-mail: mallen@relmanlaw.com

"[Right to Emotional Support Animals in "No Pet Housing"](#)"

<http://www.bazelon/issues/housing/infosheets/finfosheet6.html>

Tax Exemptions

Texas Law – Tax Exemptions

http://governor.state.tx.us/disabilities/resources/tax_exemptions

Texas Comptroller of Public Accounts

<http://www.window.state.tx.us>

(800) 252-5555

Internal Revenue Service

<http://irs.gov>

(800) 829-1040

[Tax Assistance for People with Disabilities](#)

<http://www.irs.gov/taxtopics/tc102.html>

Testing Accommodations

Texas Law – Testing Accommodations

http://governor.state.tx.us/disabilities/resources/testing_accommodations

Texas Workforce Commission

<http://www.twc.state.tx.us/customers/jsemp/jsempsubcrd.html>

(888) 452-4778 or (800) 735-2989 (TDD)

Equal Employment Opportunity Commission

<http://www.eeoc.gov>

(800) 669-4000 or (800) 669-6820 (TTY)

Accommodations and Compliance Series - Employees with Learning Disabilities

<http://askjan.org/media/LD.html>

Association of Higher Education and Disability in Texas

<http://ahead.org>

(704) 947-7779

HEATH Resource Center

http://www.ninds.nih.gov/find_people/voluntary_orgs/volorg109.htm

(800) 544-3284 or (202) 973-0904

Job Accommodation Network

<http://askjan.org>

(800) 526-7234

Travel

Texas Law – Travel

<http://governor.state.tx.us/disabilities/resources/travel>

Texas Department of Transportation

<http://www.dot.state.tx.us>

(512) 416-2810

Basic Facts Brochure for Persons with Disabilities

http://ftp.txdmv.gov/pub/txdot-info/vtr/misc/vtr_427.pdf

Medical Transportation Program

http://www.txdot.gov/drivers_vehicles/public_transit/contacts.htm?type=mta

(877) 633-9747

Transportation for Elderly People and People with Disabilities

<http://www.txdot.gov/business/governments/grants/programs.htm>

U.S. Department of Transportation – Equal Access to Transportation

http://www.dot.gov/citizen_services/disability/disability.html

(202) 366-4000, (800) 877-8339 (TTY)

"New Horizons: Information for the Air Traveler with a Disability" – Information Packet

<http://airconsumer.ost.dot.gov/publications/HorizonsPrintable.doc>

FAA Complaint Form (pdf)

<http://airconsumer.ost.dot.gov/forms/382form.pdf>

Federal Transit Administration

<http://www.fta.dot.gov>

(817) 978-0550

Rider Complaint Form

http://www.fta.dot.gov/civilrights/ada/civil_rights_3889.html

Amtrak - Services for Travelers with Disabilities

<http://www.amtrak.com/servlet/ContentServer?c=Page&pagename=am%2FLayout&cid=1241267362146>

(800) 872-7245

Easter Seals National Travelers Accessible Database

http://projectaction.easterseals.com/site/PageServer?pagename=ESPA_homepage

(800) 659-6428 or (202) 347-7385 (TDD)

Transportation Security Administration – Travelers with Disabilities or Medical Conditions

<http://www.tsa.gov/travelers/airtravel/specialneeds/index.shtm#nav>

Mainline: (800) 778-4838 Civil Right Complaints (877) 336-4872 or (800) 877-8339 (TTY)

Travelers with Service Animals

http://www.tsa.gov/travelers/airtravel/specialneeds/editorial_1056.shtm

Greyhound Bus Lines - Travelers with Disabilities

<http://www.greyhound.com/en/ticketsandtravel/disabledtravelers.aspx>

(800) 752-4841 or 800-345-3109 (TDD/TTY)

Texas Law – Veterans

<http://governor.state.tx.us/disabilities/resources/veterans>

National Suicide Prevention Lifeline

(800) 273-TALK (8255) Veterans are prompted to Press 1

Texas Veterans Commission

<http://www.tvc.state.tx.us>

(800) 252-VETS (8387) or (512) 463-5538

Veterans Housing Assistance Program (VHAP)

<http://texas-veterans.com/claims/buying-a-house>

Texas Veterans Leadership Program

<http://www.twc.state.tx.us/tvlp/tvlp.html>

(888) VET-TEX1 or (888) 838-8391

E-mail: tvlp@twc.state.tx.us

Texas Veterans Land Board

<http://www.glo.texas.gov/vlb/index.html>

(800) 252-8387 or (512) 463-5060

Americans with Disabilities Act

<http://www.ada.gov>

(800) 514-0301 or (800) 514-0383 (TTY)

Know Your Rights Brochure – Returning Service Members with Disabilities

http://www.ada.gov/servicemembers_adainfo.pdf

U.S. Equal Employment Opportunity Commission

<http://eeoc.gov>

(800)669-4000 or (800) 669-6820 (TTY)

Veterans with Service Related Disabilities in the Workplace

<http://www.eeoc.gov/facts/veterans-disabilities.html>

Disability Discrimination in the Workplace

<http://www.eeoc.gov/laws/types/disability.cfm>

Job Accommodation Network

<http://askjan.org>

(800) 526-7234 or (877) 781-9403 (TTY)

Veteran Resources Listed by State

<http://askjan.org/cgi-win/TypeQuery.exe?1010>

Veteran Resources Listed by Disability

<http://askjan.org/cgi-win/TypeQuery.exe?1017>

Employment and Training Resources

<http://askjan.org/cgi-win/TypeQuery.exe?950>

[Disability Benefits for Wounded Warriors](#)

(800) 772-1213 or (800) 325-0778 (TTY)

<http://www.ssa.gov/woundedwarriors/index.htm>

Expedited social security benefits for disabled service members

Department of Veterans Affairs

<http://www.va.gov>

(800) 827-1000 or (800) 829-4833 (TTY)

Home Loan Information

<http://www.benefits.va.gov/homeloans/veteran.asp>

Federal Benefits for Veterans, Dependents and Survivors

http://www1.va.gov/opa/publications/benefits_book/benefits_chap12.asp

Texas A&M University – Honored Service Scholarship

https://scholarships.tamu.edu/military/honored_service.aspx

A&M offers the Honored Service Scholarship for veterans. Recipients must meet specific Veterans Administration requirements for disability assistance, be a resident of Texas and have a demonstrated financial need. Contact the Veterans Administration counselor in the Office of Student Financial Aid.

National Resource Directory

http://www.nationalresourcedirectory.gov/home/facility_and_records_locator

List local services and resources for in your area

Veterans Info/Radio Network

vets@vetradio.org

Vocational Rehabilitation and Employment VetSuccess Program

<http://www.vba.va.gov/bln/vre/index.htm>

Texas locations:

<http://www2.va.gov/directory/guide/state.asp?STATE=TX&dnum=3>

Voting

Texas Law - Voting

<http://governor.state.tx.us/disabilities/resources/voting>

Secretary of State - Voter Information

http://www.sos.state.tx.us/elections/voter/index.shtml#main_content

(800) 252-8683

E-mail: elections@sos.state.tx.us

"Services Available to Voters with Special Needs"

<http://www.sos.state.tx.us/elections/pamphlets/services.shtml>

U.S. Department of Justice – Disability Rights Section

<http://www.justice.gov/crt/about/drs>

(800) 514-0301 or (800) 514-0383 (TTY)

ADA Checklist for Polling Places

<http://www.ada.gov/votingck.htm>

Federal Elections Commission

<http://www.fec.gov>

(800) 424-9530 or (202) 219-3336 (TTY)

Voter registration is done through your county tax assessor/voter registrar or with assistance from State human service agencies. You may also register to vote when obtaining or renewing your driver's license or ID card.

Workers' Compensation

Texas Law – Workers' Compensation

http://governor.state.tx.us/disabilities/resources/workers_compensation

Texas Department of Insurance - Worker's Compensation

<http://www.tdi.texas.gov/wc/indexwc.html>

(800) 252-7031

Injured Employee Rights and Responsibilities

<http://www.tdi.texas.gov/wc/employee/workerrights.html>

Worker's Compensation - Employee FAQ

http://www.tdi.texas.gov/wc/employee/workerresources_english.html

Workers' Compensation and the ADA

<http://www.eeoc.gov/policy/docs/workcomp.html>

Equal Employment Opportunity Commission

<http://www.eeoc.gov>

(800) 669-4000 or (800) 669-6820 (TTY)

Resources Available

Blind – Deaf-Blind

ORGANIZATION	MISSION/PURPOSE	CONTACT	Email	PHONE	MAIL ADDRESS	CITY	ZIP CODE	BUSINESS PHONE	HYPERLINK to ORG.
Alliance of and for Visually Impaired Texans	A coalition that speaks out on behalf of Texas children and adults with visual impairments. Includes organizations of parents, consumers, educators, medical professionals, and other service providers.	Dr. Phil Healen, Ed.D	admin@alliancevtexas.org	512-630-2848	None Available	n/a	n/a	512-630-2848	http://alliancevtexas.org/
American Council of the Blind of Houston	The mission of the Houston Council of the Blind ("HCB") is to improve the independence, security, equality of opportunity, and quality of life for all persons who are blind or visually impaired.	Dr. Ed Bradley			1475 West Gray, Suite 183	Houston	77019	713-520-9237	http://www.acth-houston.org/
American Council of the Blind of Texas (ACBT)	Advocacy organization and support system for Texans who are blind or visually impaired. Organized to increase the independence, security, and equality of opportunity, and improve quality of life for all blind and visually impaired people.	Carol Edwards	acth55@thepeachtree.com						http://www.acthtexas.org/
American Foundation for the Blind	Nonprofit organization that expands possibilities for people with vision loss. AFB's priorities include: broadening access to technology, elevating the quality of information and tools for the professionals who serve people with vision loss, and promoting independent and healthy living for people with vision loss by providing them and their families with relevant and timely resources. AFB's work in these areas is supported by the strong presence of the organization nationwide.		dallas@afb.net		11030 Ables Lane	Dallas	75229	Tel: (214) 352-7222	http://www.afb.org/
Blind Ambitious Groups	For the blind and visually impaired, and their families, about available resources, and to encourage each individual to move to the next step, whatever it may be.	Mark Murat, President	info@blindambitiousgroups.org		1622 McDonald Drive	Garland	75041	214 796 5868	http://www.blindambitiousgroups.org/
Dallas Association for the Blind		David Jeppson	David.jeppson@daps.state.tx.us						
Dallas Eye Services Consortium		Betty Hersey, ED							
Deaf-Blind Multihandicapped Association of Texas	The mission of DBMAT is to promote and improve the quality of life for all Texans who are deaf-blind, multi-handicapped, deaf multi-handicapped, and blind multi-handicapped. We support the establishment of educational, rehabilitative, vocational and independent living opportunities.	Paul Welch, President	paulwelch@ucanline.net	(432) 264-6790					http://www.dbrmat-tx.org/
Deaf-Blind Service Center of Austin	A non-profit 501(c)(3) organization incorporated in the State of Texas. Serving people who are blind or visually impaired for over 77 years, the San Antonio Lighthouse for the blind provides rehabilitation services, as well as employment opportunities through its light manufacturing assembly plant and Base Service Centers.	Kris Cue	krcue@tsbglobal.net	512.251.2550					
San Antonio Lighthouse for the Blind	provided jobs and services to the blind visually impaired in North Texas. The Lighthouse, a 501(c) 3 agency, trains its clients for skilled service jobs in an office environment. It also staffs a manufacturing and sewing facility with blind/visually impaired employees who produce products for both commercial customers and government agencies, including the U.S. military.	Mike Gilliam, President/CEO	MikeG@salighthouse.org	210-531-1330	2305 Roosevelt Ave	San Antonio	78210	210-533-5195	http://www.sallighthouse.org
Dallas Lighthouse for the Blind	The Mission of the South Texas Lighthouse for the blind is to EMPLOY, EDUCATE and EMPOWER our neighbors who are blind and visually impaired.		info@dallaslighthouse.org	214.821.2375	4306 Capitol Avenue	Dallas	75204	214.821.2375	http://www.dallaslighthouse.org/
South Texas Lighthouse for the Blind	or visually impaired with job training and competitive employment. We teach them skills which they can use here or elsewhere to support themselves and their families. We encourage them to accept personal responsibility for their economic well being and social development. This promotes individual independence and self-reliance.	Customer service@stlb.net			4421 Agnes Street	Corpus Christi		Phone: 361.863.6553 Toll Free: 888.255.8011	http://www.stlb.net/
West Texas Lighthouse for the Blind	Established in 1939, The Lighthouse of Houston is a private, nonprofit education and service center dedicated to assisting blind and visually impaired people to live independently.	Dawn Wells Executive Director	customerservice@lighthousefortheblind.org	325-653-4231	2001 Austin Street	San Angelo	76903		http://www.lighthousefortheblind.org/
The Lighthouse of Houston	Worth, a nonprofit organization, is to provide services to assist legally and totally blind individuals to achieve their highest level of personal and economic self-sufficiency consistent with their specific skills, personal abilities and interests.		cuetw@houstonlighthouse.org		3502 West Dallas	Houston	77019	Voice: 713-527-9561	http://www.houstonlighthouse.org/
Lighthouse for the Blind of Ft. Worth	the Austin Lighthouse, is a service oriented non-profit organization with the mission to assist people who are blind or vision impaired to attain the skills they need to become gainfully employed in the community. This endeavor has been supported by the citizens of Central Texas since 1934.	Platt Allen, II, President/CEO	allen@lighthouseftw.org	817.332.3341	912 West Broadway	Ft. Worth	76104	817-332-3341	http://www.lighthouseftw.org/
Austin Lighthouse for the Blind	To provide employment to people who are blind or visually impaired.		info@austirlighthouse.org		P.O. Box 3297	Austin	78764	3297 (512) 442-2329	http://www.austirlighthouse.org/
Horizon Industries East Texas Lighthouse for the Blind Texas	resources, and services to provide the blind and visually impaired with access to the same opportunities and quality of life available to everyone around them. The Lighthouse works with individuals, their families and the community by focusing on the needs, goals and capabilities of each client and on removing physical, economic and social barriers that affect their quality of life.		customerservice@horizonind.com			Tyler	75702	888-595-3444	http://www.horizonind.com/
El Paso Lighthouse for the Blind	With more than 50,000 members, the National Federation of the Blind is the largest and most influential membership organization of blind people in the United States. The NFB improves blind people's lives through advocacy, education, research, technology, and programs encouraging...	Harry Tyler, President/CEO	htyler@nfb.org	512.323.5444	200 Washington St	El Paso	79905	915-532-4495	http://www.lighthouse-el Paso.com/
National Federation of the Blind of Texas	Recording for the Blind & Dyslexia (RFBD) works with leading publishers and technology innovators to bring accessible materials to individuals with visual and learning disabilities.	Kimberly Flores, President	kfrcson@rfbd.org	512-323-9390	314 East Highland Mall Blvd, Suite 253	Austin	78752	(512) 323-5444	http://www.nfb-texas.org/
Recordings for the Blind	We are a non-profit organization that provides support to the families of children who have blindness or visual impairments, including those with additional disabilities. TAPVI enables families to find information and resources, as well as connect and network with one another. We offer leadership, support, and training to assist families in helping children reach their full potential in school and in the community.								
Texas Association of Parents of Children with Visual Impairments	The Texas Chargers, Inc. is a group of Texas families, friend, and professionals who are dedicated to helping children and young adults who live with Charge Syndrome. The primary function of our organization is to support the emotional and educational needs of the people with Charge Syndrome and the families and professionals working with them, to provide them with a better life.	Amy Hayes, Pres-Elect	amyhayes@earthlink.net						http://www.famconnect.org/Directory.asp?Action=profile&AccountID=4781
Texas Chargers	TXCBA's mission is to bring people who have hearing and vision loss, their families, friends, and professionals together to understand hearing and vision loss and to cope by supporting each other.	Cathy Springer	cspringer@austin.rr.com	512-255-3176	2718 Loyaga Dr	Round Rock	78681		http://www.texaschargers.org/
Texas Deaf Blind Association	Improving the Education, Economic and Social Opportunities of the Blind Citizens of the State of Texas. The Texas School for the Blind and Visually Impaired (TSBVI) serves as a special public school in the continuum of statewide placements for students who have a visual impairment. Students, ages 6 through 21, who are blind, deafblind, or visually impaired, including those with additional disabilities, are eligible for consideration for services on the TSBVI campus. It is also a statewide resource to parents of these children and the professionals who serve them, from birth through transition from school.	Kim Powers-Smith	kim@txdba.org						http://www.txdba.org/
Texas Federation of the Blind		Bill Washburn		281.820.2253	15118 Wellman	Houston	77060		http://www.tfdb.org/
Texas School for the Blind and Visually Impaired		William Daugherty, Superintendent	daughertyb@tsbvi.edu	(512) 206-9133	1100 W. 45th St.	Austin		512-454-8631 1-800-872-5273	http://www.tsbvi.edu/
Usher Syndrome Support Group		Kris Cue	krcue@tsbglobal.net						

Independent Living Facilities

ORGANIZATION	MISSION/PURPOSE	CONTACT	Email	PHONE	MAIL ADDRESS	CITY	ZIP CODE	BUSINESS PHONE	HYPERLINK to ORG.	Counties Served
Rehabilitation, Education and Advocacy for Citizens With Disabilities, Fort Worth	REACH's mission is to provide services for people with disabilities so that they are empowered to lead self-directed lives and educating the general public on disability-related topics in order to promote a barrier-free community.	Charlotte Stewart, Executive Director	csleward@reachchls.org or reachchls.org	817-870-9082	1205 Lake Street	Fort Worth	76102		http://www.reachchls.org	Tarrant

Deaf and Hard of Hearing

ORGANIZATION	CITY	CONTACT	MISSION/PURPOSE	Email	PHONE	MAIL ADDRESS	ZIP CODE	BUSINESS PHONE	HYPERLINK to ORG.
Austin Association of the Deaf	Austin	Melissa Montoya-Calogir, President	To provide fellowship. To provide educational, recreational & cultural opportunities for the members. To work in harmony with any organization(s) and business(es) to provide the business opportunities for the Association.	Secretary@austindeafclub.org		8818 Cullen Lane		78748	http://www.austindeafclub.org/
Deaf Network of Texas		Grant Laird	Texas' largest deaf network website and newsletter.	grant@deafnetwork.com					http://deafnetwork.com
Dallas Deaf Club	Dallas	Donna Lide	Our Mission is to serve the needs and interest of Deaf people to help them achieve their full potential via increased independence productivity, and integration into society. We also want to preserve our Deaf heritage, culture and American Sign Language (ASL).	dlide@dallasdeafclub.org	1-866-234-2235	4215 Maple Ave		75219	http://www.dallasdeafclub.org/
Texas Association of the Deaf	Manchaica	Paul Rutowski	Promoting leadership, growth and equality among deaf and hard of hearing Texans.	pau@deafatexas.org		P.O. Box 1982		78652	http://deafatexas.org/wp/
Texas Hearing and Service Dogs	Austin	Sheri Soltes, President	THSD is a non-profit organization that trains Service Dogs and Hearing Dogs to assist people with disabilities.	sheri@servicedogs.org	512-891-9090	4803 Rutherglen		78749	http://www.servicedogs.org/
Texas School for the Deaf	Austin	Twyla Strickland	Our mission is to ensure that deaf students achieve personal excellence in an environment where they are able to learn grow, and belong. We believe in providing an exemplary education and student life program that fosters learning in a visually accessible, safe and positive environment. We also strive to improve the lives of deaf students and families in Texas by providing a complete array of outreach services.	twyla.strickland@tsd.state.tx.us	(512) 462-5353	1102 South Congress		78704	http://www.tsd.state.tx.us/
Texas Society of Interpreters for the Deaf	Austin		The primary emphasis of TSID is the development, strengthening, and enhancement of a network of professional interpreters.	President@tsid.org		PO Box 684728		78768-4728	http://tsid.org/
North Texas Deaf Senior Citizens		Mack Harris, President	The mission of NTSDSC is to assist with the independent living and promote the overall well-being of all deaf/hearing-impaired senior citizens in North Texas.	mack@ntexa.com					http://www.ntdsc.org/
CSD of Texas 2321 50th St Ste F Lubbock, Texas 79412	Lubbock	Mary E. Dickson 806-788-8954 Office 806-796-3908 Fax 866-895-8954 Toll Free 806-686-0447 VP 69.153.188.243 VP DeafnessK51A@txs.state.tx.us							

LIFE Inc 4802 34th Street Suite 5 Lubbock, Texas 79410	Lubbock	Michelle Crain- Director Lori 806-795-5433 ext 107 Office 806-795-5607 Fax lucy.crain@lubbocklife.org www.lubbocklife.org							
Panhandle Council for the Deaf 1250 Wallace Blvd Amarillo, Texas 79106	Amarillo	Mark Sturte 806-359-1306 V and TTY 806-353-4927 Fax mark@panhandlecouncil.org							
Deaf Action Center 807 8th Street Ste 801 Wichita Falls, TX 76301	Wichita Falls	Eric Peterson (940) 228-3005 Office (940) 228-5871 Fax (940) 228-5871 TTY (877) 257-8597 Toll Free (940) 228-3005 VP (977) 253-202 VP DeafnessK51A@txs.state.tx.us							
Deaf Action Center 500 Chestnut Ste 1812 Ablene, Texas 79608	Ablene	Diana Mendoza 252-677-4988 Office (V/TTY) 252-677-5775 Fax 866-268-4988 Toll Free(V/TTY) deafaction@txs.state.tx.us							Alfacer, Baylor, Brown, Callahan, Clay, Coleman, Comanche, Cottle, Eastland, Fisher, Foard, Hardeman, Haskell, Stonewall, Taylor, Tarrant, Wichita, Wilbarger, Young
Talking Hands Interpreting Service 805 S Waggoner Electra, Texas 76360	Electra	Katrina Wiggins 840-249-8999 Office 840-495-4143 Fax 840-232-2743 cell and emergency kaw@talkinghandsinterpreting.com							
ALT Services Inc. dba American Language Technologies Inc 4568 Southgate Dr Piano, TX 75024 Mailing Address: 3941 Legacy Dr. 204 PMB 199A Piano, TX 75023	Piano	Roseann Rossetti 972-517-2700 Office 469-429-0020 Fax rosann@americanlanguage.com							
DEAF Inc 500 S. Beach St Ft. Worth, Texas 76105	Ft. Worth	Monte Stout or Scarlett Adams 817-336-3323 Office monte.stout@ftw.net scarlett@ftw.net							
Deaf Action Center 3115 Crestview Drive Dallas, Texas 75235	Dallas	Ashley Kuehne 214-521-0407 V/TTY 214-521-3636 Fax 866-686-0407 V/TTY Ashley.kuehne@deafactioncenter.org www.deafactioncentermex.org	Dedicated to the elimination of barriers to persons who are deaf and hard of hearing.						Collin, Cooke, Dallas, Denton, Ellis, Erath, Fannin, Grayson, Hood, Hunt, Johnson, Navarro, Palo Pinto, Parker, Rockwall, Somervell, Tarrant, Wise

East Texas Center for Independent Living 4713 Troup Highway Tyler, Texas 75703	Tyler	Michael Wilcox 903-581-7542 Office 877-581-7542 Toll Free 903-581-8289 Fax 903-581-4615 TTY - Office 903-581-4615 TTY - Toll Free info@etci.org www.etci.org							
Communication Access Ability Group 85 Interstate Hwy 10 Ste 109 Beaumont, Texas 77707	Beaumont	Gordon Greer 409-835-5513 Office 409-835-7425 Fax 866-772-3256 Toll Free HLR5@a-dars.state.tx.us							
Dragonfly Educational Services 355 N. 18th Street, Suite 107 Beaumont, TX 77707	Beaumont	Melissa Rusher Jason Rusher 409-347-8935 Office 409-347-8934 Fax 409-344-2498 24 Hour Line questions@dragonflyeduc.com www.dragonflyeduc.com							
Communication Access Ability Group 1445 North Loop West Suite 910 Houston, Texas 77008 Mailing Address: PO Box 667020 Houston, Texas 77266	Houston	Everett Puckett 713-807-1176 Voice and TTY 713-807-4328 Fax e.puckett@casat.com www.casat.com							
HOUSTON DEAF SENIOR CITIZENS LOVE FUND Houston, Texas Mailing Address: P.O. Box 664 Missouri, Texas 77459	Houston	Nancy Morris or Audrey Leger aleger1941@yahoo.com nmorris726@gmail.com							
Nightingale Adult Day Center 5802 Holly Street Houston, Texas 77074	Houston	Robert M. Williams 713-981-5543 Office 713-995-6376 Fax nightingale_adc@yahoo.com							
Sign Shares 99 Delering Suite 160 Houston, Texas 77007	Houston	Deborah Gunter 713-869-4373 Office 713-869-4463 Fax 866-971-3432 VP 200 VP 713-936-2720 VPAD VP coordinator@signshares.com www.signshares.com							
Deaf Action Center 2500 Lipscomb Street Fort Worth, Texas 76110	Fort Worth	Karen Moulder 817-926-5305 Office 817-926-4101 Office (TTY) 817-921-9528 Fax KLM3@deafactioncenter.org www.deafactioncenter.org							
Hired Hands Inc. 6101 Boat Club Rd Suite 180 Ft Worth, TX 76179 Mailing Address: P.O. Box 137555 Ft. Worth, TX 76136	Ft Worth	Candice Parker 817-236-5323 Office 817-236-5601 Fax info@hiredhandsonline.com							
Lathrop Interpreting Services 4421 Camp Bowie Blvd Fort Worth, Texas 76107	Fort Worth	Joan Lathrop 817-307-0470 Office and Text 817-763-0499 Fax							
Merritt Interpreter Services, LLC 3626 N. Hall Suite 504 Dallas, Texas 75219	Dallas	Stella Ashley 214-969-5585 Office 214-969-5592 Fax 866-761-2585 Videophone VP stella@merritt-interpret.com							
Skillman Church of Christ 3014 Skillman Street Dallas, Texas 75206	Dallas	Laura Carr 214-388-0088 Office 214-388-4665 Fax lauracarr@sundays.net							
Springtown Bridge Church 505 Paddock Lane Celina, Texas 75009	Celina	Gaylea Lunday 972-672-3766 VOICE glunday@sbccm.net							
Texas Interpreting Services LLC Dallas/Ft. Worth, Texas Mailing Address: 4200 Heritage Trace Parkway Suite 116 Ft. Worth, Texas 76244	Dallas/Ft. Worth	Jon or Jennifer Henning 817-741-4441 Office 817-741-4333 Fax 817-456-8653 After Hours hvs@tsccm.net							
Texas Interpreting Services LLC 4200 Heritage Trace Parkway Suite 116 Ft. Worth, Texas 76244	Ft Worth	Jon or Jennifer Henning 817-741-4441 Office 817-741-4333 Fax hvs@tsccm.net							
TLS Interpreting Inc Dallas/Ft. Worth/Sherman, TX Mailing Address: PO Box 1712 Allen, TX 75013	Dallas/Ft. Worth/Sherman	Trenda Smith 972-249-5675 Office 866-387-6016 Fax TLSTERP@yahoo.com							
CSO of Texas 1530 SW Loop 123 Ste 114 Tyler, Texas 75701	Tyler	Melissa Bell 903-534-1222 Office 903-561-3780 Fax 888-313-7851 Toll Free 903-705-7024 VP 86-76-51-253 VP DeafnessCS4a@dars.state.tx.us							
Deaf Action Center 2309 N. Eastman Rd Suite A Longview, Texas 75605	Longview	Edith Hirth 866-553-9655 Toll Free 903-553-9655 V/TTY 903-553-9675 Fax edhirth@deafactioncenter.org www.deafactioncenter.org							

Webbco Enterprises Inc dba Visual Communication Services 14550 Torrey Chase Blvd Suite 230 Houston, Texas 77034	Houston	Erma Webb 281-914-4892 Office 281-640-1906 Fax ermawebb@visualcommunication.com							
American Foundation for the Elderly Deaf, Inc LaVista Retirement Homes 1615 Redwood Road San Marcos, Texas 78666	San Marcos	Earl Day							
Communication Access Ability Group 7000 North Mopac Expressway Ste 2106 Austin, Texas 78731	Austin	Brian Determan 512-481-7707 Office (V/VP) 512-514-6001 Fax 866-813-5516 Toll Free (V/VP) 512-514-6385 TTY Deafness@state.tx.us							
Communication by Hand Austin, TX Mailing Address: PO Box 9064 Austin, Texas 78766	Austin	Debra Mott Merritt 512-467-1917 Office 512-419-1061 Fax communicationbyhand@yahoo.com							
CSD of Texas 1524 South IH-35 Suite 225 Austin, Texas 78704	Austin	Kent Kennedy Sharon Morelli 512-837-8030 Office 512-837-1444 Fax 512-410-1289 VP kmorrell@c-s-d.org kkennedy@c-s-d.org							

CSD of Texas 1524 S IH 35 Ste 225 Austin, Texas 78704	Austin	Olivia Billis 512-428-1813 Office 512-837-1444 Fax 877-744-1364 Toll Free 512-213-2151 VP olb@c-s-d.org							
LYNCO Services 312 Woodrow Madisonville, Texas 77864	Madisonville	Jerry Lee 979-775-8500 Office 877-775-8500 Toll Free 979-775-8500 VP jerrylee@lynco.net							
SafePlace PO BOX 19454 Austin, Texas 78760	Austin	Wendie Abramson 512-356-1599 Office 512-482-0691 (resource center TTY) 512-385-0662 Fax wabramson@safeplace.org www.safeplace.org							
Sign Language Interpreting Services LLC 1501 Glade Street College Station, Texas 77840	College Station	Cherr Roberts or Kristy Krammer 979-696-5538 Voice and TTY 979-695-7092 Fax 979-268-1222 Voice 866-771-0549 Videophone VP cherr@slsllc.com www.slsllc.com							
Sign of the Times Interpreting 100 N. 6th Street Suite 503 Waco, Texas 78701	Waco	Diane Douglas 254-756-7446 Office 254-772-7175 Fax diane@signoftimes.com							
Travis Association of Deaf-Senior Citizens 7101 Hanging Circle Oak Austin, Texas	Austin	Glen Brunson gb371@aol.com							
Travis County Services for the Deaf and Hard of Hearing 2201 Post Road Room 100 Austin, Texas 78704	Austin	Stacy Landry or Doug Rollins 512-854-9205 Office 512-854-9210 TTY 512-854-9289 Fax 512-410-1598 videophone VP stacy.landry@co.travis.tx.us doug.rollins@co.travis.tx.us www.co.travis.tx.us/deaf_services/default.asp							

CSD of Texas 7400 Blanco Road Ste 130 San Antonio, Texas 78216	San Antonio	Margarita Vasquez 210-349-3332 Office 210-349-3272 Fax 800-574-1652 Toll Free 210-209-8078 VP 192.168.250.235 VP Deafness@state.tx.us							
CSD of Texas-SA 7400 Blanco Rd Suite 130 San Antonio, Texas	San Antonio	Kent Kennedy 210-349-3332 Office 210-349-3272 Fax kkennedy@c-s-d.org							
Deaf Interpreter Services 2810 Thousand Oaks Suite 118 San Antonio, Texas 78232	San Antonio	Marilyn Weber 210-545-2946 Voice and TTY 210-490-1006 Fax 210- 888-0039 Videophone VP 12.193.126.194 IP address VP marilyn@deaf-interpret.com www.deaf-interpret.com							
San Antonio Independent Living Services 1028 S. Alamo San Antonio, Texas 78210	San Antonio	Lori Crowmover 800-474-0295 Office 210-281-1878 www.sailife.org							
Services by Vital Signs Inc. 500 North 1604 East Suite 100 San Antonio, Texas 78232 Mailing Address: PO Box 701826 San Antonio, Texas 78270	San Antonio	Karl Rusk 210-590-7446 Voice and TTY 210-590-7203 Fax karl@vitalsigns.net www.vitalsigns.net							

Texas Interpreters Fellowship 5811 Woodcraft San Antonio, Texas 78218		Lonna Ayres or Kathi Ayres 210-666-2123 Voice and TTY 210-661-7627 Fax lfaa@hbglobal.net www.tifaa.com							
Webbco Enterprises Inc dba Visual Communication Services 6655 First Park Ten, Suite 230 San Antonio, TX 78213	San Antonio	Erma Webb 281-914-4892 Office 281-640-1906 Fax 1-877-404-7713 Toll Free erwebb@vcsncall.com							
Communication Axxess Ability Group 4305 North Garfield Ste 212 Midland, Texas 79705	Midland	Linda Bell 432-686-7660 Office 432-686-8004 Fax 877-686-7660 Toll Free lsb@hbglobal.net							
Communication Axxess Ability Group 4305 North Garfield Ste 212 Midland, Texas 79705	Midland	Mark Dickson 432-686-7660 Office 432-686-8004 Fax 877-686-7660 Toll Free 432-218-4247 VP mdickson@hbglobal.net							
Dunnam Interpreting Services 400 Hacks Valley Rd. Big Spring, TX 79720 Mailing Address: PO Box 2601 Big Spring, TX 79720	Big Spring	Monie Dunnam 432-270-5116 Office silverladytsp@yahoo.com							
CSD of Texas 6044 Gateway East Suite 615 El Paso, Texas 79905	El Paso	Rebecca Hernandez 915-594-7194 Office 915-594-4664 Fax 866-793-1076 Toll Free HLRS10A@hbglobal.net							

CSD of Texas 6044 Gateway East Suite 615 El Paso, Texas 79905	El Paso	Lutana Santillan 915-594-4664 Office 866-294-1444 Fax 866-793-1076 Toll Free 915-503-1337 VP 12.102.36.63 VP lucifuss@hbglobal.net							
Inter American Interpreting Services LLC El Paso, TX Mailing Address: 10164 Rain Cloud El Paso, TX 79927	El Paso	Gerardo Castillo 915-274-1713 Office 915-851-8142 Fax gcastillo@interperping.com languageinterpret@yahoo.co.jp							
Volar Center for Independent Living 1220 Golden Key Circle Suite C El Paso, Texas 79925-5825	El Paso	Olga Gerber 915-591-0800 V and TTY 915-591-3506 Fax OlgaGerber@volar.org www.volar.org							
Communication Axxess Ability Group 135 Paseo Del Prado Ste 33 Edinburg, Texas 78539	Edinburg	Sonia Quintero 956-618-0500 Office 956-618-0501 Fax 866-618-3323 Toll Free 956-533-3985 Cell 956-287-3637 VP 26.2.37.56 VP lucifuss@hbglobal.net							
Deaf and Hard of Hearing Center 5151 McArdle Road Corpus Christi, Texas 78411	Corpus Christi	Alma Bibeau 361-993-1154 Office 361-993-4271 Fax 866-993-1154 Toll Free 361-288-8753 VP 24.155.107.83 VP lucifuss@hbglobal.net							
Gloria Flores Interpreting Services Mission, Texas 79410 Mailing Address: P.O. Box 4056 Mission, Texas 78573	Mission	Gloria Flores 956-735-3973 Office 956-424-3670 Fax gfflores@yahoo.com							
The Deaf and Hard of Hearing Center 5151 McArdle Road Corpus Christi, Texas 78411	Corpus Christi	Susan Tiller or Jackie Wright 361-993-1154 Office 361-993-4271 Fax 866-993-1154 TTY or Voice Susan.Tiller@deaf-hh.org jackie.wright@deaf-hh.org www.deaf-hh.org							

The Deaf and Hard of Hearing Center 5151 McArdle Road Corpus Christi, Texas 78411	Corpus Christi	Judy Kurz 361-993-1154 Office 361-993-4271 Fax 866-993-1154 Toll Free HLRS11A@hbglobal.net							
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Early Childhood Intervention

ORGANIZATION	MISSION/PURPOSE	CONTACT	Email	PHONE	MAIL ADDRESS	CITY	ZIP CODE	BUSINESS PHONE	HYPERLINK TO ORG.
Early Childhood Intervention Programs by County									http://www.dars.state.tx.us/eci/publications/Directory2009.pdf
A Step Forward ECI Program	ECI services help children, ages birth to three, grow and learn. ECI staff listens to a family's concerns and works with them to plan services. ECI services help families learn how to use these daily activities to help their children develop skills.		anneh@esc19.net		6611 Beoring	El Paso	79925	(915) 534-4324	http://www.elpasoei.org/
Andrews Center ECI	Andrews Center Early Childhood Intervention Program or ECI provides support, developmental assistance and other services for children living in Anderson, Cherokee, Henderson, Rains, Smith, Van Zandt, and Wood counties. This program also offers respite care, parent-to-parent support (by telephone or e-mail), and participation in community events.		eci@andrewscenter.com	877 934 2131		Tyler		877 934 2131	http://www.andrewscenter.com/contact.htm
Any Baby Can - ECI Program (Parent Child Program)	Services focus on the daily routines of the family and are provided in the home or other natural environments where the child and family are during the day. Staff also visit childcare centers and other sites that work with childcare staff and extended family members that provide care to the child enrolled in ECI.	Ellen Balthazar	EllenB@abcaus.org	512-334-4415	1121 E. 7th	Austin	78702	(512) 454-3743	http://www.abcaus.org/Contact.asp
BACH ECI	Works with the child's family to develop services for each child, provide support and information to parents, and help parents become advocates for their children. BACH also provides a variety of FREE services to children age birth to 12-years-old and their families through its Support Services Program. BACH's Angleton facility houses specialized equipment to treat children with Sensory Processing Disorders.				120 Hospital Dr.	Angleton	77515	(979) 849-2447	http://www.bacheci.org/contactus/contactus.htm
Bay Area Rehabilitation Center - ECI Program	Provide outpatient therapeutic, vocational, social skill training and recreational services for persons with disabilities or injuries and support services for their families. The Center also seeks to advocate for and work to provide accessible and affordable housing for this population.					Baytown		(800) 247-3777	http://www.bayarearehab.org/
Brighton School ECI Program	Brighton Center provides family & community education and developmental services to children (birth to age 22) with disabilities or delays empowering them to achieve their individual potential making them successful in every community.		info@brightonsa.org		14207 Higgins Rd.	San Antonio		(210) 826-4492	http://www.brightonsa.org/index.php/home/boarstaff
Camino Real Early Intervention Program, an ECI Program	Provide developmental instruction, support, and community resources to families of children, birth to three, with developmental delays, atypical development, or medically diagnosed conditions. Services are provided in the child's environment, i.e. home, daycare, relatives homes, etc.					Lytle		(210) 357-0336	http://www5.esc13.net/ec/doc/s/earlyimpact/Guadalupe_Gonzales.pdf
Central Plains ECI	Provide assessment, therapy (speech, occupational, physical), home visits, and other assistance to children up to three years old who have developmental delays or a medical diagnosis that may cause a child to be behind others his/her age.					Plainview		(806) 291-4416	http://www.cplains.org/About%20Us/contacts.htm
Central Texas MHMR ECI Program	Program for families with children, birth to three, with disabilities and developmental delays.	Cindee Goodwin	cindee.goodwin@ctmhmr.hhsn.org	(325) 643-1721	P.O. Box 250	Brownwood	76804	(800) 796-2752	http://disabilityresources.tamu.edu/?q=node/9966
Children's Disabilities Information Coalition	Serves families through education and support.	Sandra Gutierrez	sandra.gutierrez@cdicelpaso.org	(915) 217-2747	1101 E. Schuster Ave	El Paso	79902		http://www.cdicelpaso.org/contact.php
Children's Center, ECI						Greenville		(903) 454-0300	http://www.communityhealthcare.com/contact/
Community HealthCORE ECI					P.O Box 6800	Longview	75601	(888) 504-2229	
Cornerstone ECI Program	Helps families who have children birth to three years of age overcome difficulties in the areas of early development. Together, parents and staff work to improve the child's physical, cognitive, social, and adaptive development in an effort to build a stronger foundation for the child's future.		pamp@burke-center.org		4101 South Medford Drive	Lufkin	75901	936-639-1141	http://billcameronconsulting.com/burke/eci.htm
Dallas Center For Developmentally Disabled ECI						Dallas		(214) 328-4309	
Disability Rights Texas	By federal mandate, represents people with disabilities to secure their human, legal, and service rights.	Mary Faithfull			7800 Shoal Creek Blvd., Suite 171-E	Austin	78757-10	(512) 454-4816	http://www.disabilityrightstx.org
Central Texas Regional Office		Roberta Rosenberg-Roque			7800 Shoal Creek Blvd., Suite 142-S		78757-10	(512) 454-4816	
East Texas Regional Office		Connie Kristenson			1500 McCowen, Suite 100	Houston	77004	(713) 974-7691	
El Paso Regional Office		Eddie Rodriguez			300 E. Main, Suite 205	El Paso	79901	(915) 542-0585	
North Texas Regional Office		Betty Black			1420 West Mockingbird Lane, Suite 450	Dallas	75247-49	(214) 630-0916	
South Texas Regional Office		Ernesto Sanchez			6800 Park Ten Blvd., Suite 208-N	San Antonio	78213	(210) 737-0499	
West Texas Regional Office		Billie McKinnon			4747 South Loop 289, Suite 120	Lubbock	79424	(806) 765-7794	
Down Syndrome Association of El Paso	Provides support and education to families who have children with Down Syndrome. Down Syndrome is a chromosomal abnormality which affects people of all ages, races and economic levels.	Jose L. Reyes	jreyes@team-psc.com	915-490-1566					http://dsaeo.org/?page_id=52
Down Syndrome Association/San Antonio	Organization founded by parents to provide information and support for children and adults with Down syndrome and their families.		downsynass@dsasa.org		2800 NW Loop 410	San Antonio	78230	210 349 4372	http://www.dsasa.org/contact_us.cfm
Down Syndrome Guild of Dallas	Provide accurate and current information, resources and support for people with Down syndrome, their families and the community.	Becky Slakman	dsgeed@sbcbglobal.net					214-267-1374	http://www.downsyndromedallas.org/staff.shtml
Easter Seals Rehabilitation Center ECI		Linda Tapia	lindatapia@easterseals-sabv.org		2203 Babcock Road	San Antonio	78229	(210) 614-3911	
Easter Seals, RGV ECI Program		Patricia Rosenlund	prosenlund@easterseals-rgv.org		PO Box 489	McAllen	78505	(956) 631-8171	www.rgv.easterseals.com
ECI Advancing Babies Chances ECI Cares						Abilene		(325) 627-0908	
		Pat Flowers	pflowers@esc18.net		PO Box 60580	Midland	79711	(432) 563-2380	www.esc18.net

ECI Childteam		Johnnie Wardell	johnnie.wardell@childteam.org		P.O. Box 28	Belton	76513	(254) 773-6787	www.childteam.org
ECI DEBT Program		Laura Logan Kender	lkender@lubbockisd.org		1628 19th Street	Lubbock	79401	(806) 766-1172	www.lubbockisd.org
ECI - First Steps Forward Program		Miriam Q. Roman	mroman@mhmrabv.org		302 East 24th Street	Bryan	77803	(979) 821-9478	www.mhmrabv.org
ECI Homespun		Carmen Polhemus	cpolhemus@hillcountry.org		1901 Dutton Drive, Ste. D	San Marcos	78666	(888) 827-7063	www.hillcountry.org
ECI Infant Development Program (UCP)		Dena Day	dday@ucphouston.org		4500 Bissonnet Ste 340	Bellaire	77401	(713) 838-9050	www.ucphouston.org
ECI - Infant Development Program		Claire Merkl	cmerkl@ncmhmr.org		1630 South	Corpus Christi	78404	(361) 980-9652	www.ncmhmr.org
ECI Keep Pace		Joy Bayley	jbayley@hdc-texas.org		11920 Walters Road	Houston	77067	(713) 696-2130	www.ecikeeppace.org
ECI LAUNCH		Mary Angela Kampe	makampe@umb.edu		304 Tanglewood	Dickinson	77539	(281) 534-6755	
ECI of Metrocare Services		Yvette Serventi	Yvette.Serventi-		1353 N.	Dallas	75211	(214) 331-0109	www.metrocareservices.org
ECI MHMR Authority of Harris		Marlene Hollier	marlene.hollier@mhmrharris.org		6125 Hillcroft	Houston	77081	(713) 970-4900	
ECI of LifePath Systems		Diane Kazlow	dkazlow@lifepathsystems.org		PO Box 828	McKinney	75070	(972) 359-1110	www.lifepathsystems.org
ECI of North Central Texas		Debbie Lisheron	debbie.lisheron@mhmrct.org		3880 Hulen Street, Ste 400	Fort Worth	76107	(888) 754-0524	www.mhmrct.org
Launchability		Mamie Stone	mamies@launchability.org		4350 Sigma Suite 100	Dallas	75244	(972) 991-6777	www.LaunchAbility.org
The Warren Center ECI		Amy Spawn	amy.spawn@thewarrencenter.org		320 Custer Road	Richardson	75080	(972) 490-9055	www.thewarrencenter.org
ECI PRIDE		Joy Dillman	joy.dillman@bluebonnetmhmr.org		1009 Georgetown St	Round Rock	78664	(866) 897-7433	www.bluebonnetmhmr.org
ECI - PRIDE		Beth Henderson	beth.henderson@netv.net		PO Box 5199	San Angelo	76902	(325) 658-6571	www.netv.net
ECI Project Ninos		Esperanza Garcia	esg@cacost.org		PO Drawer 1820	Alice	78333	(361) 668-3776	
ECI Project Tyke		Martha Aki	marthaaki@katyisd.org		1736 Katland Drive	Katy	77493	(281) 237-6647	www.katyisd.org
ECI Texoma		Linda K. Horton	lhorton@mhmrst.org		P.O. Box 1087	Sherman	75091	(903) 957-4810	
Elmor Zind ECI Program		Pamela M. Perez	pperez@epmhmr.org		1477 Lomaland, Ste E-7	El Paso	79935	(915) 534-4324	www.elpasoeci.org
Family to Family Network	The Mission of Family to Family Network is to help families of children with disabilities.	Mary Jane Williams			13150 FM 529, Suite 106	Houston	77041	(713) 466-6304	http://www.familytofamilynetwork.org/about-us/contact-us
First Steps ECI					655 S 8th St	Beaumont	77701	(888) 837-8687	http://www.mccanmentnstar.com/first-steps-eci
Infant Parent Program ECI	Serves children from birth to 36 months who have a developmental delay, medically diagnosed physical condition that has a high probability of resulting in a developmental delay or atypical development. Focuses on family, respects the rights of parents and provides services within the family's natural, everyday routines and environments. When a child qualifies for services, a team of staff and the child's parent or legal guardian develops an Individualized Family Service Plan. Services may include speech, physical and occupational therapy, developmental services, nutrition and audiological services.		CFSinfo@atbic.org		1717 W. 10th St.	Austin	78703	(512) 472-3142	http://www.integralcare.org/?nid=cfs_infantparent
Klaras Children's Center ECI	Serves families of children birth to third birthday who are lagging behind peers on developmental milestones such as walking and talking, have a medical diagnosis associated with developmental problems, and/or are displaying development/behavior that is atypical (unusual) in			1-866-752-3451	324 S. 4th St	Waco		(254) 297-7089	http://www.kccceci.org/contact.html
Little Lives ECI	Serves children ages 0-3 years old Cottle, King, Knox, Stonewall, Haskell, Throckmorton, Borden, Scurry, Fisher, Howard, Mitchell and Nolan counties.				1104 Henderson	Sweetwater		(325) 236-6821	http://www.wtcmhmr.org/poc/vlew_doc.php?type=doc&id=41421
North Texas Rehabilitation Center ECI Program						Wichita Falls		(940) 322-0771	
Opportunities Inc - ECI						Texarkana		(903) 791-2288	http://bexar.txnetworkcare.org/mhresource/agencydetail.cfm?pid=ParentandChildEducation&cid=Child
PACES - ECI	Program that helps families who have infants and toddlers ages birth to 36 months with disabilities or delays in their development.				227 W. Drexel	San Antonio	78210	(210) 532-5158	
Paso Del Norte ECI	Helps children, ages birth to three, grow and learn. ECI staff listens to a family's concerns and works with them to plan services. Each family will have a different plan, according to what is needed for their child. Infants and toddlers learn best from families and caregivers through activities in their daily lives such as feeding, bathing and playing. ECI services help families learn how to use these daily activities to help their children develop skills.					El Paso		(915) 534-4324	http://www.elpasoeci.org/
Parents in Partnership (PIP) ECI Program						Garland		(972) 926-2671	
Permian Basin ECI						Odessa		(432) 570-3366	
Project GROW ECI						Stafford		(281) 325-8100	
Project Search ECI	Provides help to families of infants and toddlers, ages birth to 36 months, who have delays in development. Identification and intervention is family focused, and services are provided in the child's natural environment, such as the home or day care.			409.980.7560.		Silsbee		(409) 385-3510	http://www.silsbeesd.org/modules/cms/pages.php?pagelid=160703&sessionid=5d150aba03430c1c965e241fa65e9011
Raising Texas	Promotes an effective, comprehensive, and seamless system that serves and supports families in the area of early care and learning, mental health and social emotional development, parent education and family support and access to medical home.	Denise Brady	Denise.Brady@hhs.state.tx.us						http://www.raisingtexas.com/
Region One ESC ECI		kdelapena@esc1.net			1900 West Schunior Street	Edinburg	78541	(866) 782-7078	
Region 3 ESC ECI		trozner@esc3.net			1905 Leary Lane,	Victoria	77901	(888) 909-3512	http://www.esc3.net/
Region 8 ESC ECI	Supports families with children, birth to three, with disabilities or developmental delays. Supports families to help their children reach their potential. Serves infants and toddlers in the following northeast Texas counties: Camp, Cass, Franklin, Morris, Red River, and Titus.	Pam Albritton	pallbritton@reg8.net		PO Box 1894,	Mount Pleasant	75456-18	(903) 572-8551	www.reg8.net
Region 16 ESC ECI		Robin Harbert	robin.harbert@esc16.net	806-677-5221		Amarillo	79109-62	(806) 677-5228	www.esc16.net
Texas Panhandle ECI	Services are delivered where children live, play and learn with their families and other children without delays. Families and professionals work as a team to plan appropriate services based on the unique needs of the child and family.					Amarillo		(806) 358-8974	
Partners Resource Network - TX									http://www.partnersrbx.org/PTI_Map.htm
Partners Resource Network - Beaumont	The mission of the agency is to empower individuals with disabilities and their families to be effective advocates and decision makers, and to promote equal partnerships between parents and or individuals with disabilities and professionals.	Janice Meyer, M. Ed.	partnersrbx@sbcbglobal.net	409.898.4684	1090 Longfellow Drive	Beaumont	77706	409.898.4684	http://www.partnersrbx.org/ContactPRN.htm

PEN Project - Parent Training and Information Center	Our mission is to empower parents of children and youth with disabilities in their roles as parents, decision makers, and advocates for their children. Services include providing training, information, and technical assistance at no cost to parents throughout the state of Texas.								http://www.partnerstx.org/projects/PENIndex.htm
Region 14		Tiffany Stanley	tstanleypen@sbcglobal.net	325-207-9341					
Region 15		Donna Johnson	djohnsonpen@sbcglobal.net	325-374-7512					
Region 16		Brandye Brooks	bbrookspen@sbcglobal.net	806-762-1434					
Region 17		Natalie Burkman	nburkmanpen@sbcglobal.net	806-762-1434					
Region 18		Maria Hinojosa	mhinajospen@sbcglobal.net	432-557-2594					
Region 19		Crystal Salazar	csalazarpn@sbcglobal.net	915-443-8047					
Spina Bifida Association of Texas	Serves individuals affected by Spina Bifida in Central & South Texas. "To improve the lives of those affected by Spina Bifida and to promote it's prevention through Folic Acid awareness."				1550 NE Loop 410, Ste. 224	San Antonio		(210) 826- SBTX (7289)	http://www.sbatx.org/How_to_Find_Us.php
Texas Head Start State Collaboration Office	Create partnerships that supports the development of multi-agency and public/private collaborative action to:	LaShonda Brown	LaShonda.Brown@uth.tmc.edu		6655 Travis, Suite 1000	Houston	77030		http://www.childrenslearninginstitute.org/our-programs/program-overview/TX-head-start/contact.html
Texas Parent to Parent	Committed to improving the lives of Texas children who have disabilities, chronic illness, and/or special health care needs. Empowers families to be strong advocates through parent-to-parent support, resource referral, and education. Educates professionals about the unique needs of children with the goal of improving care and opportunities for our children. Dedicated to championing the efforts of a diverse set of parent support groups and advocacy on behalf of our children's well-being.	Laura J. Warren	laura@TxP2P.org	512-458-8600 x101					http://www.txp2p.org/about/boardandstaff.html
The Arc of Dallas	The mission is to improve the quality of life for people with intellectual and related developmental disabilities.	Sherry Wacasey,	swacasey@arcdallas.org	extension 102	12700 Hillcrest, Suite 200	Dallas	75230	214-634-9810	http://www.arcdallas.org/index.php/about/staff
The Arc of Greater Houston	The Arc of Greater Houston strives to enrich the lives of children and adults with intellectual and developmental disabilities by providing opportunities for them to reach their maximum potential.	Judy Kantorczyk	j Kantorczyk@thearcofgreaterhouston.com		3737 Dacoma, Suite E	Houston,	77092	713-957-1600	http://www.thearcofgreaterhouston.com/programs.html
United Cerebral Palsy (UCP) of Texas	Each chapter is locally run and provides you with information about cerebral palsy, news, local events, and social and recreational programs. Local chapters also advocate better services for the disabled in your community.		info@ucptexas.org		1016 La Posada Drive, Suite 145	Austin	78752	(512) 472-8696	http://www.ucptexas.org
UCP of Greater Houston					4500 Bissonnet St # 340	Bellaire	77401-30	713) 838-9050	http://www.ucphouston.org
United Cerebral Palsy of North Texas	A non-profit organization dedicated to advancing the Independence, Productivity, and Full Citizenship of Persons with Cerebral Palsy and Other Disabilities	Lauren Miller		214-351-2500	8802 Harry Hines Blvd	Dallas	75235		http://www.ucpnorthtexas.org

Other Stakeholders

ORGANIZATION	MISSION/PURPOSE	CONTACT	Email	PHONE	MAIL ADDRESS	CITY	ZIP CODE	BUSINESS PHONE	HYPERLINK to ORG.
ADAPT of Texas	Grassroots disability rights group focusing on: * Access and the ADA * Community attendant services * Housing * Transportation	Bob Kafka	bob.adapt@sbcglobal.net	512 442.0252	1640-A E. 2nd St. STE 100	Austin	78702	512 442-0252	http://www.adaptoftexas.org/what_is_adapt.php
Alliance of and for Visually Impaired Texans	Coalition of parents, consumers, educators, medical professionals, and other service providers that speaks out on behalf of Texas' children and adults with visual impairments.	Phil Hatlen, Ed.D	chair@alliancevtexans.org	512 630.2848				512 630-2848	http://alliancevtexans.org/contact-us/
American Council of the Blind of Texas (ACBT)	Advocacy organization and support system for Texans who are blind or visually impaired. ACBT has nine chapters and six special interest affiliates.	Carol Edwards	cedwardsacbt@hotmail.com	936 445.3241					http://www.acbtexas.org/main_index.html
American Foundation for the Blind	Organization with priorities to broaden access to technology, elevate quality of information and tools for the professionals who serve people with vision loss, and promote independent and healthy living for people with vision loss by providing them and their families with relevant and timely resources.				11030 Ables Ln.	Dallas	75229-4524	214 352.7222	http://www.manta.com/c/mmsq7sz/american-foundation-the-blind
Brain Injury Association of Texas	Non-profit organization that strives to meet the urgent need to develop programs for public awareness and education, support research and rehabilitation, and provide family guidance for persons with brain injuries.		info@biatx.org		316 W. 12th St. Ste 405	Austin	78701	512 326.1212	http://www.biatx.org/who/go/contact.html
Children's Policy Council	Helps HHS agencies develop, implement, and administer family support policies and related long-term care and health programs for children. Members are relatives of consumers of long-term care and health programs for children, and from community, faith, business, and other organizations.								http://www.hhsc.state.tx.us/si/cpc/cpc_home.html
Coalition of Texans with Disabilities	Statewide consumer-run cross-disability advocacy organization of diverse advocates. Works to break down barriers to full inclusion in all aspects of society.	Dennis Borel	dborel@cotwd.org	512 478.3366		Austin		512 478.3366	http://www.cotwd.org/index.html
Communication Services for the Deaf (CSD)	Private nonprofit dedicated to providing broad-based services, ensuring public accessibility, and increasing public awareness of issues affecting individuals who are deaf and hard of hearing.	Kent Kennedy	kkennedy@c-s-d.org		1524 South IH 35 Suite 225	Austin	78704-2603		http://www.c-s-d.org/Texas/Home.aspx
Deaf-Blind Multihandicapped Association of Texas	Promotes and improves quality of life for all Texans who are deaf-blind multi-handicapped, deaf multi-handicapped, and blind multi-handicapped. Support establishment of educational, rehabilitative, vocational and independent living opportunities.	Paul Welch	pwelch@usaonline.net	432 264.6780				432 264.6780	http://www.dbmat-tx.org/contact.html
Deaf-Blind Service Center of Austin	Service organization whose primary goal is to provide reliable, consumer-driven independent living services to deafblind adults in Travis and surrounding counties		info@austindbsc.org			Austin			http://www.austindbsc.org/About_US.html
Disability Policy Consortium	Independent group of statewide advocacy organizations that strives to achieve development and full implementation of public policy promoting and supporting the rights, inclusion, integration, and independence of Texans with disabilities.	Sara Mills	smills@advocacyinc.org	512 454.4816					
Disability Rights Texas (formerly Advocacy, Inc.)	By federal mandate, represents people with disabilities to secure their human, legal, and service rights.	Mary Faithfull		512 454.4816	7800 Shoal Creek Blvd., Suite 171-E	Austin	78757-1024	512 454.4816	http://www.disabilityrightstx.org/
Governor's Committee on People with Disabilities	Makes recommendations on disability issues to the Governor and Legislature, promotes compliance with disability-related laws, promotes a network of local communities/committees doing similar work, and recognizes employers and media for employing and positively depicting Texans with disabilities. Members work on issues related to access, communication, education, health, housing, recreation, transportation, and workforce.	Angela English	aenglish@governor.state.tx.us	512 463.5742	1100 San Jacinto	Austin	78701	512 463.5739	GCPD@governor.state.tx.us
Imagine Enterprises	Collective of people with disabilities, parents, family members, advocates and professionals who desire to improve the quality of life for people with severe disabilities. Committed to demonstrating new and better alternatives on Self-determination, employment services, consumer-directed services, Social Security benefits planning, and youth and transition education to help people with disabilities reach their goals.	Norine Jaloway	njaloway@imagineenterprises.com	281 474.7887	1402 Spring Cress Lane	Seabrook	77586	713 253.9792	http://www.imagineenterprises.com/

National Federation of the Blind of Texas	Membership organization of blind people in Texas to improve blind people's lives through advocacy, education, research, technology, and programs encouraging independence and self-confidence.	Kimberly Flores	kags312@hotmail.com	512 323.5444	314 East Highland Mall Blvd. Suite 253	Austin	78752	512 323.5444	http://www.nfb-texas.org/
Rehabilitation Council of Texas	The RCT advises the DARS' Division for Rehabilitation Services (DRS) and Division for Blind Services (DBS) on the performance and the responsibilities of the divisions in the provision of vocational rehabilitation (VR) services to individuals with disabilities, including scope, effectiveness and eligibility requirements. The RCT works with the divisions to develop and review state goals and priorities and to formulate the State Plan for VR. The RCT also advocates for people with disabilities on the VR process.	Dolly Worley	dolly.worley@dars.state.tx.us	512 424.4160	4800 N. Lamar	Austin	78756		http://www.dars.state.tx.us/announcements/rct.shtml
Texans Care for Children	Child advocacy organization that reshapes public policies and brings Texans together to make children a statewide priority and have what they need to be healthy, secure, and thriving for the best start to life. Mission is to better the lives of all Texas children by building commitment and action for improved public policy and programs by focusing on child and maternal health, child protection, child mental well-being, juvenile justice, and family financial security.				811 Trinity, Suite A	Austin	78701	512 473-2274	http://www.texanscareforchildren.org/Contact
Texas Association of Centers for Independent Living	Non-profit organization representing Centers for Independent Living across the state. embracing philosophy that all people, regardless of disability, have the right and responsibility to make their own choices. Each CIL is a community-based organization offering four core services of advocacy, peer support, information and referral, and independent living skills training.		http://www.tacil-texas.org/		5555 North Lamar Blvd., Suite J-103	Austin	78751	512 374-0730	http://www.tacil-texas.org/

Texas Association of the Deaf	Organization for persons who are D/deaf or hard of hearing, providing information and education including surveys and studies to bring the viewpoint on various issues affecting the lives who are D/deaf or hard of hearing at all levels of the community. Helps to ensure communications accessibility in Texas.	Paul Rutowski	paul@deafatexas.org		P.O. Box 1982	Manchaca	78652		http://deafatexas.org/wp/
Texas Council for Developmental Disabilities	A 27-member board dedicated to ensuring that all Texans with developmental disabilities have the opportunity to be independent, productive, and valued members of their communities. Using a variety of methods, the council works to ensure that the service delivery system provides comprehensive services and supports that meet people's needs, are easy to access and cost effective, and improve people's understanding of disability issues.	Roger Webb	tcdd@tcdd.state.tx.us	512 437.5440	6201 E Oltorf St # 600	Austin	78741-7509	512 437.5432	http://www.tdcd.state.tx.us
Texas Council of Community Centers	An organization through which Community Centers work together as a public system serving Texans with mental illness, intellectual developmental disabilities, and chemical dependency. The council maintains an office in Austin for its committees, executive director, and staff.		office@tccouncil.com		Westpark Building 3, Suite 240 8140 North Mopac Expressway		78759	512 794.9268	http://www.tccouncil.com
Texas Council on Autism and Pervasive Developmental Disorders	Advises and makes recommendations to state agencies and the Legislature to ensure needs of persons of all ages with ASD are addressed and all available resources are coordinated to meet those needs.	Frank Christian McCamant	fmccamant@me.com	512 794.8024					http://www.dads.state.tx.us/autism/council/members.html
Texas Early Childhood Education Coalition	Mission is to build system of quality early care and education that prepares children in Texas for success in their education and life. Brings together foundations, businesses, providers, universities, advocates, community groups, and organizations. Goals are to build a statewide network on early care and education and identify common issues to provide a vision and plan for early childhood in Texas.	Kara Johnson	kjohnson@tecec.org	512 476.7939	316 W 12th St # 105	Austin	78701-1846		http://www.tecec.org/pages.php/Home.html
Texas State Independent Living Council	Mission of the State Independent Living Council is to assure Texans with disabilities have access to quality independent living services by providing a	Regina Blye	http://www.bsilc.org	512 371.7353	5555 N. Lamar Blvd Ste. J103, Austin Tx 78751, (512) 371-7353				http://www.bsilc.org
The Arc of Texas	Non-profit, volunteer organization committed to creating opportunities for people with intellectual and developmental disabilities to be included in their communities and to make the choices that affect their lives. Supports families, advances public policies, provides training programs, and builds a statewide network of advocates.	Mike Bright, Executive Director	mbright@thearcoftexas.org	512 454.6694 ext. 102					http://www.thearcoftexas.org/site/PageServer?pagename=arc_contact
Texas Traumatic Brain Injury Advisory Council (TBIAC)	Established to: inform state leadership of the needs of persons with brain injuries and their families; recommend to state leaders policies and practices to meet those needs; educate and inform consumers, providers, policy makers, and the public; and promote prevention efforts in Texas.			512 326.1212	316 W. 12th St. Ste 405	Austin	78701		http://www.tbiac.org/who/go/contact.html

Vocational Rehabilitation

Workforce Development Area/Organization	CONTACT	Email	PHONE	MAIL ADDRESS	COUNTIES SERVED	HYPERLINK to ORG. Local Offices
Dallas	Ms. Laurie Bouillion Larrea President	Wbdpres@sbcglobal.net	(214) 290-1000	1201 Main Street, Suite 2700 Dallas, Texas 75202	Dallas	http://www.twc.state.tx.us/dirs/wdas/wda06.html
North Central	Mr. David K. Setzer Executive Director	dsetzer@dfwjobs.co	(817) 695-9187	P. O. Box 5888 Arlington, Texas	Collin, Denton, Ellis, Erath, Hood, Hunt, Johnson, Kaufman,	https://www.dfwjobs.com/locations/index.asp
Tarrant County	Ms. Judy McDonald	judy.mcdonald@twc.state.tx.us	(817) 413-4400	1320 S. University Dr., Suite 600 Fort Worth, Texas 76107-5780	Tarrant	http://www.workforcesolutions.net/center_locations.html
Medicaid Infrastructure Grant Advisory Committee	Sara Kendall	sara.kendall@dars.state.tx.us	(512) 424-4156	4900 N. Lamar		http://www.dars.state.tx.us/edc/index.shtml
ADAPT of Texas	Bob Kafka	bob.adapt@sbcglobal.net	512 442.0252	1640-A E. 2nd St. STE 100		http://www.adaptotexas.org/what_is_adapt.php
Coalition of Texans with Disabilities	Dennis Borel	dborel@cotwd.org	512 478.3366			http://www.cotwd.org/index.html
Disability Policy Consortium	Sara Mills	smills@advocacyinc.org	512 454.4816			
Disability Rights Texas (formerly Advocacy, Inc.)	Mary Faithfull		512 454.4816	7800 Shoal Creek Blvd., Suite 171-E Austin		http://www.disabilityrightstx.org/
Texas Association of Goodwills	Lori Henning Executive Director	lhenning_austin@yahoo.com	512 263.8920	12400 Hwy. 71 W. Ste. PMB #174 Austin, 78737		http://www.texasgoodwills.org/
Austin Mayor's Committee for People with Disabilities	Dolores Gonzalez	Dolores.Gonzalez@ci.austin.tx.us		P.O. BOX 1088 Austin, 78767		

Local Committees

ORGANIZATION	CONTACT	Email	PHONE	MAIL ADDRESS	CITY	ZIP CODE	BUSINESS PHONE	HYPERLINK TO ORG.
Abilene Disability Advisory Committee	James Condry	james.condry@abilenetx.com	325-676-6279	PO Box 60	Abilene	79604		http://www.abilenetx.com/
Alvin Mayor's Committee on People with Disabilities	Susan Berkley	susanbwf@comcast.net	281-331-6466	102 Avenue F	Alvin	77511		http://www.alvin-tx.gov/default.aspx?name=boards
Alamo Area Disability Alliance	Ron Garza David Dehoyos	ron.garza@dars.state.tx.us david.dehoyos@dars.state.tx.us	210-805-2220	PO Box 17294	San Antonio	78217		http://www.texasdisabilityalliance.org
Amarillo Advisory Commission for People with Disabilities	Judy Phelps	judy.phelps@ci.amarillo.tx.us	806-378-6842	PO Box 1971	Amarillo	79105		http://www.ci.amarillo.tx.us/boards/ada.htm
Aransas Pass Mayor's Committee on Disabled People	Mary Anne Tiemann		361-758-8782	600 W. Cleveland Boulevard	Aransas Pass	78336	361-758-5301	
Arlington Mayor's Committee on People with Disabilities	Donna Anderson	Advocate12995@sbcglobal.net	817-504-4479	1800 Stolper	Arlington	76013		http://www.arlingtontx.gov/mayor/mcpd.html
Austin Mayor's Committee on People with Disabilities	Norman Kieke	norman@license.state.tx.us	512-539-5672	920 Colorado	Austin	78701		http://www.ci.austin.tx.us/ada/amcpd.htm
Beaumont Mayor's Committee on People with Disabilities	Kenneth Semien	semien@sbcglobal.net	409-866-5838	PO Box 5251	Beaumont	77704		http://www.cityofbeaumont.com/boards.htm
Bell County Judges and Commissioners Committee on People with Disabilities	Phillip Washburn	phillip.washburn@hccilc.org	254-933-7487	101 E. Central Ave.	Belton	76513		http://www.bellcountytx.com/index.htm
Bryan College Station Mayor's Committee on Employment of People with Disabilities	Susie Juneke	susie@bcsmc.com	979-272-3403	10546 FM 166	Caldwell			http://www.bcsmc.com/
Cameron County (Hearings/Brownsville)	Maria Roussett	maroussett@camkwsinc.org	956-548-6700 x4535	245 E Levee	Brownsville	78520		http://wfccameron.org/
Corpus Christi Committee for People with Disabilities	Leon Bazar	leorb@cctexas.com	361-991-3821	1201 Leopard St	Corpus Christi	78401	361-826-3196	http://www.cctexas.com/?fuseaction=main.view&page=1279
Dallas Mayor's Committee on the Employment of People with Disabilities	Beth West	b-west@ti.com	214-567-2323	12500 TI Boulevard	Dallas	75243		
Denton Mayor's Committee on Persons with Disabilities	Linda Holloway	holloway@unt.edu		1155 Union Circle #311456	Denton	76203		http://www.cityofdenton.com/index.aspx?page=55
El Paso Accessibility Advisory Committee	Susan Leech	sleech@utep.edu	915-747-8218	1101 N Campbell	El Paso	79902		http://www.elpasotexas.gov/general_services/ADA.asp
Fort Worth Mayor's Committee on Persons with Disabilities	Judy Bland	judy.bland@expanco.com	817-293-9528	3009 Wichita Court	Fort Worth	76140		http://www.fortworthgov.org/citysecretaryinfo/default.aspx?id=43726
Garland Therapeutic Recreation Program	Heather Lambert	hambert@ci.garland.tx.us	972-205-2772		Garland			www.garlandparks.com
Grand Prairie Disabled Service Committee	Doris Ford	fordsphotographers@sbcglobal.net	972-262-7372	1821 S Santa Rosa Court	Grand Prairie	75051		http://www.gpdx.org/index.aspx?page=366
Houston Commission on Disabilities	Ana Calvo	Calvo_1@hotmail.com						
Houston Mayor's Committee for Employment of People with Disabilities	Raul Tello	raul.tello@dars.state.tx.us	713-928-7700	5425 Polk Ave, Suite 410	Houston	77023		http://www.hmcpcd.org/
Houston Mayor's Office for People with Disabilities	Jeff Anderson	jeff.anderson@cityofhouston.net		PO Box 1562	Houston	77251		http://www.houstontx.gov/disabilities/index.html
Irving Advisory Committee on Disability	Mary Tatro	tatromary@aol.com	972-570-3838	825 W Irving Blvd	Irving	75060		http://cityofirving.org/city-secretary/agendas-minutes/advisory-committee-disabilities-index-1st.html
Jasper County East Texas Committee for People with Disabilities	Evelyn Little	peeth@aol.com	409-384-2200	1206 Hopkins Drive	Jasper	75951		
La Porte Special Populations Organized Recreation Therapy (SPORT)	Deborah Kuykendall	kuykendall@laportetx.gov	281-470-1361	1322 S. Broadway	La Porte	77571-5306	281-470-1579	http://www.ci.la-porte.tx.us/gov/parks/sport.asp
Laredo (BEST)	Adriana Haro	adrianaharo@yahoo.com	956-712-8463	1301 Farragut St, 2nd Floor	Laredo	78040		http://www.cityoflaredo.com/CommDev/norprof.htm
Leander Mayor's Committee on People with Disabilities	Susan Merrick	sd739@att.com	512-870-3330	1715 Cattle Drive	Cedar Park	78613		
Lubbock Community Relations Commission Disability Subcommittee	Kirsten Lynch	kirsten.lync@edwardjones.com	512-258-0654	201 S Bell Bld Suite 108				
McAllen Mayor's Committee for People with Disabilities	Juanita Barker	juanita.barker@dars.state.tx.us	806-783-2931	5121 69th St. Suite A-5	Lubbock	79424	806-798-8181	http://www.ci.lubbock.tx.us/
Mesquite Transportation for the Elderly and Disabled	Patricia Rosenlund	prosenlund@easterseals-rqv.org	956-631-9171	P.O. Box 489	McAllen	78505	800-728-5491	http://qv.easterseals.com/site/PageServer?pagename=TXRG_homepage
Nacogdoches Mayor's Committee on People with Disabilities	Daniel Rogers	rogersd@nacmem.org	972-329-8337	PO Box 850137	Mesquite	75185-0137		http://www.cityofmesquite.com/mied/index.php
Nacogdoches Mayor's Committee on People with Disabilities	Marilyn Hancock	marlyn@ablecenterpb.org	936-554-4311	1931 East 37th St, Suite 1	Nacogdoches		936-568-8580	http://www.ci.nacogdoches.tx.us/
Odessa ABLE Center	Larry Evans	levars@wtrc.com	432-580-3439	1724 Sunset Drive	Odessa	79762	866-738-2245	www.ablecenterpb.org
San Angelo Disability Awareness	Bernie Coffee	Bernie.coffee@twc.state.tx.us	325-223-6400	202 Henry O. Filpser	San Angelo	76903		http://www.westtxsrehab.org/
Workforce Solutions of the Concho Valley	Judy Babbitt	judy.babbitt@sanantonio.com	325-653-2321 x1241	PO Box 839966	San Antonio	78283		http://www.twc.state.tx.us/boards/kinsnav12.html
San Antonio Disability Access Office	Janet Grojean	janet@tor.org	210-207-7957	8401 Datapoint Suite 800	San Antonio	78229		http://www.sanantonio.gov/
disABILITYsa.org	Peter Grojean	porjean@sapartnership.com	800-622-8977 x120					http://www.disabilitysa.org/
Texoma/Sherman/Denison	Mark Jackson	mjdjapart@yahoo.com	903-870-1707	301 North FM 1417 Apt 26-A	Sherman	75092		www.cityoftyler.org/Government/BoardsandCommissions/DisabilitiesIssueReviewBoard/tabid/436/Default.aspx
Tyler Disabilities Issue Review Board	Justin G. Smith	jgsmith@tylertexas.com			Tyler			
Waco Mayor's Committee on Individuals with Disabilities	Kelly Yarbrough	Kelly.yarbrough@dars.state.tx.us	254-214-7253	406 Skyline	Lorena	76655	254-759-7500	http://groups.yahoo.com/group/wacopeople/
Waxahachie Committee (Proposed)	Scott Lemon	Scott.lemon@waxgreens.com	972-923-8746	710 Ovila Road	Waxahachie	75167		
Wharton Mayor's Committee on People with Disabilities	Lori Jaquez	ljaquez@cityofwharton.com	979-532-4811	120 E Carney St	Wharton	77488	979-532-0181	http://www.cityofwharton.com/articles/boards-commissions

Goodwill Agencies

ORGANIZATION	CONTACT	Email	PHONE	MAIL ADDRESS	CITY	ZIP CODE	BUSINESS PHONE	HYPERLINK TO ORG.
Texas Corporate Headquarters Locations	Lori Henning	lhenning_austin@yahoo.com	512-263-8920	12400 Hwy 71 W, Ste 350	Austin	78738		http://www.texasgoodwills.org/locations.html
Abilene Goodwill Industries Inc.	Gerald Davis	info@goodwillvestexas.org	325-676-7925	1730 North First	Abilene	79603		www.goodwillvestexas.org
Goodwill Industries of Central Texas		info@austingoodwill.org	512-637-7100	1015 Norwood Park Blvd	Austin	78753		www.austingoodwill.org
Goodwill Industries of Southeast Texas & Southwest LA		goodwill@goodwillbmt.org	409-838-9911	425 South 4th	Beaumont	77701		www.goodwillbmt.org
Goodwill Industries of South Texas, Inc.				2961 South Port Avenue	Corpus Christi	78405-2098	361-884-4068	www.goodwillsouthtexas.com
Goodwill Industries of Dallas, Inc.				3020 N. Westmoreland Rd	Dallas	75212	214-638-2800	www.goodwilldallas.org
Goodwill Industries of El Paso, Inc.				9611 Acer Ave	El Paso	79925	915-778-1858	
Goodwill Industries of Fort Worth, Inc.				4005 Campus Drive	Fort Worth	76119-0520	817-332-7866	www.goodwillfortworth.org
Goodwill Industries of Houston				10795 Hammerly Road	Houston	77043	713-692-6221	www.goodwillhouston.org
Goodwill Industries of Lubbock, Inc.				715 - 28th Street	Lubbock	79404	806-744-8419	www.lubbockgoodwill.org/
Goodwill Industries of Central East Texas				301 Hill Street	Lufkin	75904	936-632-8838	www.lufkingoodwill.org/
Goodwill Industries of San Antonio				406 W. Commerce St.	San Antonio	78207	210-924-8581	www.goodwillsa.org
Goodwill Industries of Northeast Texas, Inc.		goodwill@texoma.net		2206 East Lamar Street	Sherman	75090	903-893-3145	www.goodwillnorthtexas.org
Goodwill Industries of East Texas		general@tylertgoodwill.com		409 West Locust Street	Tyler	75702	903-593-8438	www.tylertgoodwill.com
Heart of Texas Goodwill Industries, Inc.				1700 South New Road	Waco	76711	254-753-7337	www.hotgoodwill.org
Goodwill Industries of SW Oklahoma and North Texas				1210 Summit Ave.	Lawton, OK	73501	580-355-2163	www.goodwillsort.org

Mental Health Resources

ORGANIZATION	CONTACT	Email	PHONE	MAIL ADDRESS	CITY	ZIP CODE	BUSINESS PHONE	HYPERLINK to ORG.
Texas Council of Community Mental Health Mental Retardation Centers, Inc.	Danette Castle	dcastle@bccouncil.com kjustice@bccouncil.com	512-794-9268	8140 North Mopac, Westpark Bldg 3, Ste 240	Austin	78759		http://www.bccouncil.com
Anderson Cherokee Community Enrichment Services (ACCESS) Center	Allyn Lang	alang@accessmhmr.org	903-586-5507	913 N. Jackson	Jacksonville	75766	800-621-1693	http://www.accessmhmr.org
Andrews Center Behavioral Healthcare System	Waymon Stewart	wstewart@andrewscenter.com	903-535-7338	2323 West Front Street	Tyler	75702	877-934-2131	http://www.andrewscenter.com
Austin Travis County Integral Care	David Evans	david.evans@atcic.org	512-447-4141	1430 Collier St.	Austin	78704		http://www.atcic.org
Betty Hardwick Center	Jenny Goode	jgoode@bhcmhmr.org	325-690-5100	2616 S. Clack	Ablene	79606		http://www.bhcmhmr.org
Bluebonnet Trails Community MHMR Center	Andrea Richardson	andrea.richardson@bluebonnetmhmr.org	512-255-1720	1009 N. Georgetown St.	Round Rock	78664	800-841-1255	http://www.bluebonnetmhmr.org
Border Region MHMR Community Center	Daniel Castillon	danielc@borderregion.org	956-794-3000	1500 Pappas St	Laredo	78044-1835		http://www.borderregion.org
MHMR Authority of Brazos Valley	Bill Kelly	bkelly@mhmrabv.org	979-822-6467	1504 South Texas Ave.	Bryan	77802	888-522-8262	http://www.mhmrabv.org
Burke Center	Susan Rushing	susan@burke-center.org	936-639-1141	4101 S. Medford Dr.	Lufkin	75901		http://www.burke-center.org
Camino Real Community MHMR Center	Emma Garcia	emmag@caminoarealmhmr.org	210-357-0300	19965 FM 3175 North	Lytle	78052		http://www.caminoarealmhmr.org
The Center for Health Care Services	Leon Evans	levans@chcsbc.org	210-731-1300	3031 IH 10 West	San Antonio	78201		http://www.chcsbc.org
The Center for Life Resources	Ghasem Nahipour	ghasem@clrmhmr.hscn.org	325-646-3363 x255	408 Mulberry	Brownwood	76801		http://www.clfr.us
Central Counties Center for MHMR Services	Eldon Tietje	eldon.tietje@cccmmhmr.org	254-298-7000	304 S. 22nd Street	Temple	76501-4726	800-888-4036	http://www.cccmmhmr.org/
Central Plains Center	Ron Trusler	ron@clplains.org	806-293-2636	2700 Yonkers Street	Plainview	79072		http://www.clplains.org
Coastal Plains Community MHMR Center	Charles Sportsman	charles@cpmmhmr.org	361-777-3991	200 Marriott Dr	Portland	78374		http://www.cpmhmr.org
Community Healthcare	Inman White	inman.white@communityhealthcare.com	903-758-2471	107 Woodbine Place	Longview	75601		http://www.communityhealthcare.com
MHMR Services for the Concho Valley	D. Lynn Rutland	lrutland@mhmrvcv.org	325-658-7750	1501 W. Beauregard	San Angelo	76901		http://www.mhmrvcv.org
Denton County MHMR Center	Bill Drybread	bill@dentonmhmr.org	940-381-5000	2519 Scripture Mailing	Denton	76201		http://www.dentonmhmr.org
El Paso MHMR	Gary Larcenaire	glarcenaire@epmhmr.org	915-887-3410	1600 Montana Ave	El Paso	79902		http://www.epmhmr.org
Gulf Bend MHMR Center	Don Polzin	dpolzin@qulfbend.org	361-575-0611	6502 Nursery Drive, Ste 100	Victoria	77904-1178		http://www.qulfbend.org
The Gulf Coast Center	G. Michael Winburn	mikew@gcmhmr.com	409-763-2373	123 Rosenberg, 6th floor	Galveston	77550	281-488-2839	http://www.gcmhmr.com
MHMR Authority of Harris County	Steven Schnee, PhD	steve.schnee@mhmrharris.org	713-970-7000	7011 Southwest Freeway	Houston	77074	713-970-7070	http://www.mhmrharriscounty.org
Heart of Texas Region MHMR Center	Barbara Tate	Barbara.Tate@hotmhmr.org	254-752-3451	110 South 12th St	Waco	76701	866-752-3451	http://www.hotmhmr.org
Helen Farabee Regional MHMR Centers	Raymond Atkins	AtkinsR@helenfarabee.org	940-397-3143 940-549-4896	1000 Brook 1720 Fourth St.	Wichita Falls Graham	76301 76450-2926		http://www.helenfarabee.org
Hill Country Community MHMR Center	Linda Werlein	lwerlein@hillcountry.org	830-792-3300	819 Water Street, Suite 300	Kerville	78028		http://www.hillcountry.org
Lakes Regional MHMR Center	John P. Delaney	johnp@lmhmrnc.org	972-388-2000	400 Airport Road	Terrell	75160		http://www.lmhmrnc.org
LifePath Systems	J. Randy Routon	routon@lifepathsystems.org	972-562-0190	1416 North Church	McKinney	75069		http://www.lifepathsystems.org
Lubbock Regional MHMR Center	Cathy Pope	cpope@lubbockmhmr.org	806-766-0310	1602 10th St	Lubbock	79401		http://www.lubbockmhmr.org
MetroCare Services	James Baker	james.baker@metrocare.org	214-743-1200	1380 River Bend Dr.	Dallas	75247-4914		http://www.metrocare.org
MHMR Center of Nueces County	Diane Lowrance	dlowrance@ncmhmr.org	361-886-6900	1630 South Brownlee	Corpus Christi	78404-3178		http://www.ncmhmr.org
Pecan Valley MHMR Region	Coke Beatty	coke@pvmhmr.org	254-965-7806	650 W. Green	Stephenville	76401		http://www.pvmhmr.org
Permian Basin Community Centers for MHMR	Larry Carroll	lcarroll@pbmhmr.com	432-570-3333	401 E. Illinois, Suite 403	Midland	79701		http://www.pbmhmr.com
Spindletop MHMR Services	N. Charles Harris Jim McDermott, PhD	charlie.harris@stmhmr.org james.mcdermott@mhmrnc.org	409-784-5400	655 South 8th St.	Beaumont	77701		http://www.spindletopmhmr.org
MHMR of Tarrant County	George Patterson	george.patterson@texanacenter.com	817-569-4300	3840 Hulen	Fort Worth	76107		http://www.mhmrnc.org
Texana Center	Bud Schertler	bud.schertler@tpmhmr.org	281-239-1300	4910 Airport Avenue	Rosenberg	77471		http://www.texanacenter.com
Texas Panhandle MHMR	Tony Maddox	tmaddox@mhmrst.org	806-358-1681	901 Wallace Blvd.	Amarillo	79106		http://www.tpmhmr.org
MHMR Services of Texoma	Cindy Sill	cindys@tcmhmr.org	903-957-4700	315 W. McLain	Sherman	75092		http://www.mhmrst.org
Tri-County Services	W. Terry Crocker	tcrocker@ttbh.org	936-521-6100	1506 FM 2854	Conroe	77304		http://www.tcmhmr.org
Tropical Texas Behavioral Health	Shelley Smith	shelley.smith@wtcmhmr.org	956-289-7000	1901 South 24th Ave	Edinburg	78539		http://www.ttbh.org
West Texas Centers for MHMR			432-263-0007	319 Runnels	Big Spring	79720		http://www.wtcmhmr.org

MHMR of Tarrant County

NAME OF LOCATION:	MHMR of Tarrant County		
STREET ADDRESS:	3840 Hulen Suite 125		
CITY:	Fort Worth, TX		
ZIP CODE:	76107		
PHONE NUMBER	817/569-4300	FAX NUMBER:	817/569-4491

CONTACT INFORMATION PRIMARY POINT OF CONTACT			
NAME:	Cathy Stout, LCSW	BUSINESS PHONE:	817/569-4372
POSITION / TITLE:	Director of Emergency Management	MOBILE PHONE:	817/228-5941
EMAIL ADDRESS:	Cathy.stout@mhmrnc.org	FAX NUMBER:	817/569-4491
SECOND POINT OF CONTACT			
NAME:	Brandi Farris	BUSINESS PHONE:	817/569-4372
POSITION / TITLE:	Emergency Preparedness Specialist	MOBILE PHONE:	682-215-2480
EMAIL ADDRESS:	Brandi.Farris@mhmrnc.org	FAX NUMBER:	817/569-4491

NFB Texas Chapters

ORGANIZATION	CONTACT	Email	PHONE	MAIL ADDRESS	CITY	ZIP CODE	BUSINESS PHONE	HYPERLINK to ORG.
NFB of Texas - Arlington Chapter	Priscilla Arvani	arlington@nfb-texas.org parvani530@hotmail.com		P.O. Drawer 14101	Arlington	76094		http://www.nfb-texas.org/arlington.html
NFB of Texas - Austin Chapter	Richie Flores	austin@nfb-texas.org	512-796-9638	1510 W. North Loop #421	Austin	78756		http://www.nfbaustin.org/
NFB of Texas - Abilene chapter	Mary Kindrick	abilene@nfb-texas.org	325-513-9550	PO Box 6087	Abilene	79608-6087		http://www.nfb-texas.org/abilene.html
NFB of Texas - Clearlake Chapter	Clint Hall	clearlake@nfb-texas.org	281-461-9683				281-804-5008	http://www.nfb-texas.org/clearlake.html
NFB of Texas - Dallas Chapter	Deneice Hopper	dallas@nfb-texas.org	214-339-3697	3726 Dutton Dr.	Dallas	75211		http://www.nfb-texas.org/dallas.html
NFB of Texas - El Paso Chapter	David Saenz Sukie Vejil	elpaso@nfb-texas.org elpaso@nfb-texas.org	915-342-4239 915-594-0623		El Paso			http://www.nfb-texas.org/elpaso.html
NFB of Texas - San Antonio Chapter	Jose "AZ" Martinez	sanantonio@nfb-texas.org	210-651-2379		San Antonio			http://www.nfbsabx.org/
NFB of Texas - Fort Worth Chapter	Elizabeth (Liz) Campbell	fortworth@nfb-texas.org	817-738-0350	3805 Harley Avenue	Fort Worth	76107		http://www.nfb-texas.org/ftworth.html
NFB of Texas - Houston Chapter	Louis Maher	nfb_houston@swbell.net	713-444-7838	4035 Falkirk Lane	Houston	77025		http://www.nfb-texas.org/houston.htm
NFB of Texas - Tyler Chapter	Geneva Whitemon	tyler@nfb-texas.org	903-372-5478		Tyler			http://www.nfb-texas.org/tyler.html

MS Societies

ORGANIZATION	CONTACT	Email	PHONE	MAIL ADDRESS	CITY	ZIP CODE	BUSINESS PHONE	HYPERLINK to ORG.
MS Society - Austin Chapter			512-340-2700	9600 N. Mopac, Ste. 150	Austin	78759	512-495-9901	http://www.nationalmssociety.org/chapters/bx/index.aspx
MS Society - Amarillo Chapter				6222 Canyon Drive	Amarillo	79109	806-468-8005	
MS Society - Corpus Christi				4601 Corona, Ste. 2303	Corpus Christi	78411	361-225-2342	
MS Society - Dallas Chapter				2105 Luna Road, Ste. 390	Carrollton	75006	469-619-4700	
MS Society - Fort Worth				4086 Sandshell Drive	Fort Worth	76137	817-306-7003	
MS Society - Houston			713-526-8967	8111 North Stadium Drive, Suite 100	Houston	77054	713-394-2900	
MS Society - Lubbock			806-687-4816	3610 22nd Street, Suite 301	Lubbock	79410	888-999-7992	
MS Society - Midland				1031 Andrews Hwy. Suite 201	Midland	79701	432-522-2143	
MS Society - San Antonio				9830 Colonnade Blvd., Ste. 130	San Antonio	78230-2203	210-494-5531	

Assistance Animals

ORGANIZATION	CONTACT	Email	PHONE	MAIL ADDRESS	CITY	ZIP CODE	BUSINESS PHONE	HYPERLINK to ORG.
Guide Dogs of Texas	Sandy Merrill	sandy@guidedogsoftexas.org	210-366-4081	1503 Allena Drive	San Antonio	78213	800-831-9231	http://www.guidedogsoftexas.org
Texas Hearing and Service Dogs	Sheri Soltes	sheri@servicedogs.org	512-891-9090	4803 Rutherglen	Austin	78749	877-TEX-DOGS	http://www.servicedogs.org

Deaf Churches

Area in Texas	HYPERLINK to ORG.
Dallas/Fort Worth	http://www.deafnetwork.com/html/dfw.html
Houston	http://www.deafnetwork.com/html/houston.html
Austin	http://www.deafnetwork.com/html/austin.html
San Antonio	http://www.deafnetwork.com/html/san_antonio.html
Elsewhere in Texas	http://www.deafnetwork.com/html/elsewhere.html

DSHS Health Service Regions

ORGANIZATION	CONTACT	Email	PHONE	MAIL ADDRESS	CITY	ZIP CODE	BUSINESS PHONE	HYPERLINK to ORG.
Austin State Hospital (ASH)	Carl Schock	carl.schock@dshs.state.tx.us	(512) 452-0381	4110 Guadalupe Street	Austin	78751		http://www.dshs.state.tx.us/mhospitals/AustinSH/default.htm
Big Spring State Hospital (BSSH)	Ed Moughon	ed.moughon@dshs.state.tx.us	(432) 267-8216	1901 North Hwy 87	Big Spring	79720		http://www.dshs.state.tx.us/mhospitals/BigSpringSH/default.htm
El Paso Psychiatric Center (EPPC)	Zulema Carrillo	zulema.carrillo@dshs.state.tx.us	(915) 532-2202	4615 Alameda Avenue	El Paso	79905		http://www.dshs.state.tx.us/mhospitals/ElPasoPC/default.htm
Kernville State Hospital (KSH)	Stephen Anfinson	stephen.anfinson@dshs.state.tx.us	(830) 896-2211	721 Thompson Drive	Kernville	78028		http://www.dshs.state.tx.us/mhospitals/KernvilleSH/default.htm
North Texas State Hospital (NTSH)	James Smith	james.smith@dshs.state.tx.us	(940) 552-9901	4730 College Drive	Vernon	76385		http://www.dshs.state.tx.us/mhospitals/NorthTexasSH/default.htm
Rio Grande State Center (RGSC)	Sonia Hernandez-Keeble	sonia.hernandez-keebled@dshs.state.tx.us	(940) 692-1220	6515 Kemp Boulevard	Wichita Falls	76308		http://www.dshs.state.tx.us/mhospitals/RioGrandeSC/default.htm
Rusk State Hospital (RSH)	Ted Deibbs	ted.deibbs@dshs.state.tx.us	(956) 364-8401	1401 Rangerville Road	Harlingen	78550	(956) 425-8900	http://www.dshs.state.tx.us/mhospitals/RuskSH/default.htm
San Antonio State Hospital (SASH)	Bob Arizpe	bob.arizpe@dshs.state.tx.us	(903) 683-3421	1601 North Dickinson Drive	Rusk	75785		http://www.dshs.state.tx.us/mhospitals/SanAntonioSH/default.htm
Tennell State Hospital (TSH)	Joe Finch	joe.finch@dshs.state.tx.us	(210) 532-8811	6711 South New Braunfels, Ste 100	San Antonio	78223	3006	http://www.dshs.state.tx.us/mhospitals/TennellSH/default.htm
Waco Center for Youth (WCY)	Eddie Greenfield	eddie.greenfield@dshs.state.tx.us	(972) 524-6452	1200 East Brin	Tennell	75160		http://www.dshs.state.tx.us/mhospitals/WacoCenterForYouth/default.htm
Health Service Region 1	M.P.H., Regional Medical Director		(254) 756-2171	3501 North 19th Street	Waco	76708		
Health Service Region 2/3	James A. Zorelic, M.D., M.P.H., Regional Medical Director		(806) 744-3577	6302 Iola Ave, MC 1899	Lubbock	79424		http://www.dshs.state.tx.us/region1/default.htm
Health Service Region 4/5	Paul K. McGaha, D.O., M.P.H., Regional Medical Director		(817) 264-4502	1301 South Bowen Road, Suite 200	Arlington	76013	(817) 264-4500	http://www.dshs.state.tx.us/region2-3/default.htm
Health Service Region 6/5	Lisa Cornelius, M.D., M.P.H., Regional Medical Director	feedback_r06@dshs.state.tx.us	(903) 595-3585	1517 West Front Street, MC 1901	Tyler	75702		http://www.dshs.state.tx.us/region4-5/default.htm
Health Service Region 7	Sandra Guerra, M.D., M.P.H., Regional Medical Director		(713) 767-3000	5425 Polk, Suite J, MC 1906	Houston	77023		http://www.dshs.state.tx.us/region6-5/default.htm
Health Service Region 8	Virginia Falcon	virginia.falcon@dshs.state.tx.us	(254) 778-6744	2408 South 37th Street, MC 1902	Temple	76504		http://www.dshs.state.tx.us/region7/default.htm
Health Service Region 9/10	Blanca Serrano, MPH, RS, Deputy Regional Director	veronica.torres@dshs.state.tx.us	(210) 949-2000	7430 Louis Pasteur Drive, MC 5716	San Antonio	78229		http://www.dshs.state.tx.us/region8/default.htm
Health Service Region 11	Brian Smith, M.D., M.P.H., Regional Medical Director		(915) 834-7675	401 East Franklin, Suite 210, MC 1903	El Paso	79901		http://www.dshs.state.tx.us/region9-10/default.htm
			(956) 423-0130	601 West Sesame Drive, MC 1907	Harlingen	78550	(800) 440-7571	http://www.dshs.state.tx.us/region11/default.htm

Workforce Navigators

There are 28 statewide workforce development centers. Texas Disability Navigators build system capacity by assisting and training staff to more effectively serve people with disabilities; strengthen relationships with community partners to achieve collaborative services; and provide information to businesses and increase their capabilities of hiring and retaining people with disabilities.

ORGANIZATION	CONTACT	Email	PHONE	MAIL ADDRESS	CITY	ZIP CODE	BUSINESS PHONE	HYPERLINK TO ORG.
Workforce Solutions Panhandle (Area 1)	Shree Veeramachaneni	sveeramachaneni@wspanhandle.com	806-350-1668	1206 W 7th Ave	Amarillo	79105	806-372-5521	http://www.wspanhandle.com/
Workforce Solutions South Plains (Area 2)	Jenny Reeves	jenny.reeves@spworkforce.org		1301 Broadway, Suite 201	Lubbock	79401		http://www.spworkforce.org/
Workforce Solutions North Texas (Area 3)	Patti Hamilton	pattia.hamilton@twc.state.tx.us	940-767-1432 972-722-1573	901 Indiana, Suite 180	Wichita Falls	76301		http://www.rtwworkforce.org/
Workforce Solutions for North Central Texas (Area 4)	Teryl Cozby	tczoby@dfwjobs.com	x4204	102 South 1st St., Suite C	Rockwall	75087		http://www.dfwjobs.com/
Workforce Solutions for Tarrant County (Area 5)	Kathi Eteaki	katherine.eteaki@twc.state.tx.us	817-759-7912 972-709-5377	1424 Hemphill Street	Fort Worth	76104-4703		http://www.workforcesolutions.net/
Workforce Solutions Greater Dallas (Area 6)	Barbara Nwaigbo	barbara.nwaigbo@twc.state.tx.us	x7358	7330 S Westmoreland Rd #200	Dallas	75237		http://www.worksource.org/
Workforce Solutions Northeast Texas (Area 7)	Robert F. Morris II	robert.morris@twc.state.tx.us	903-794-9490 x131	911 N. Bishop, Bldg A, Ste A100	Wake Village	75501		http://www.networkworkforce.org/
Workforce Solutions East Texas (Area 8)	Amy Harrison	amy.harrison@twc.state.tx.us	903-561-8131 x174	4100 Troup Highway	Tyler	75703		http://www.easttexasworkforce.org/
Workforce Solutions of West Central Texas (Area 9)	Kathy Turner	kathy.turner@workforcesystem.org	325-795-4307	400 Oak St.	Abilene	79602		http://www.workforcesystem.org/
Workforce Solutions Upper Rio Grande (Area 10)	Kevin K. Bowes	kevin.bowes@urqwdta.org	915-887-2663	1359 Lomaland	El Paso	79935		http://www.urqpbs.com/
Workforce Solutions Permian Basin (Area 11)	David Armstrong	david.armstrong@twc.state.tx.us	432-563-5239 325-653-2321	P.O. Box 61947	Midland	79711-1947		http://www.workforcepb.org/
Workforce Solutions of the Concho Valley (Area 12)	Bernie Coffee	bernie.coffee@twc.state.tx.us	x1241	202 Henry O. Flipper	San Angelo	76903		http://www.cwworkforce.org/
Workforce Solutions Heart of Texas (Area 13)	Jose Palacios	jose.palacios@hotworkforce.com	254-296-5302	1416 South New Road	Waco	76701		http://www.hotworkforce.com/
Workforce Solutions – Capital Area (Area 14)	Marcela Ramirez	marcela.ramirez@twc.state.tx.us	512-597-7278	6505 Airport Blvd, Suite 101-A	Austin	78752		http://www.wfscapitalarea.com/
Workforce Solutions Rural Capital (Area 15)	Greg Madsen	greg.madsen@ruralcapital.net	512-244-2207 x1090	1611 Chisholm Trail, Suite 600	Round Rock	78681		http://www.workforcesolutionsrca.com/
Brazos Valley Council of Governments (Area 16)	Crystal Leon	cleon@bvcoq.org	979-595-2800 x2013	3991 East 29th Street	Bryan	77805		http://www.bvjobs.org
WorkForce Solutions Deep East Texas (Area 17)	Angela Acosta	angela.acosta@twc.state.tx.us	936-639-8898 409-839-8045	539 S. Chestnut, Suite 300	Lufkin	75901		http://www.deworkforce.org/
Workforce Solutions Southeast Texas (Area 18)	Naozi Ukeje	Naozi.Ukeje@networks.org	x3269	304 Pearl Street	Beaumont	77701		http://www.networks.org/
Workforce Solutions Golden Crescent (Area 19)	Billy Blanchard	billy.blanchard@twc.state.tx.us	361-576-5872	120 S. Main, Suite 501	Victoria	77901		http://www.gcwworkforce.org/
Workforce Solutions Alamo (Area 20)	Jennifer Velasquez Segundo	jennifer.velasquez@twc.state.tx.us	210-581-1096 956-794-6500	115 East Travis, Suite 220	San Antonio	78205		http://www.alamoworksource.org/
Workforce Solutions for South Texas (Area 21)	Lilvette Santos	lilvette.santos@twc.state.tx.us	x6538	2389 E Saunders	Laredo	78041		http://www.southtexasworkforce.org/
Workforce Solutions of the Coastal Bend (Area 22)	Darren Bates	darren.bates@workforcesolutionscb.org	361-885-3021	520 North Staples	Corpus Christi	78401		http://www.workforcesolutionscb.org/
Workforce Solutions Lower Rio Grande Valley (Area 23)	Katherine Filut	katherine@wfsolutions.org	956-661-2932	3101 W. Business 83	McAllen	78501		http://www.wfsolutions.com/
Workforce Solutions Cameron (Area 24)	Maria Roussett	maroussett@camwksinc.org	956-548-6700 x4535	245 E. Levee St.	Brownsville	78520		http://www.cameronworks.org/
Workforce Solutions Texoma (Area 25)	Kathleen Connor	kathleen.connor@twc.state.tx.us	903-957-7408	5904 Texoma Parkway	Sherman	75090		http://www.workforcesolutionsstexoma.com/
Workforce Solutions of Central Texas (Area 26)	Karen Stump	karen2816@workforceclink.com	254-200-2032	300 Cheyenne	Killeen	76542		www.workforceclink.com/
Workforce Solutions Middle Rio Grande (Area 27)	Nora Tellez	nora.tellez@mrgrdc.org	830-876-1211 713-692-7755	307 W. Nopal Street	Carrizo Springs	78834		http://www.mrgrwb.org/
Workforce Solutions Gulf Coast (Area 28)	Claudia Magallon	claudia.magallon@wrksolutions.com	x1384	4424 North Freeway	Houston	77022		http://www.theworksource.org/

Functional Needs Shelter Support (FNSS) Guidance

Functional Needs Shelter Support (FNSS) are defined as services that enable children and adults with or without disabilities who have access and functional needs to maintain their health, safety, and independence in a general population shelter.

To provide planning guidance to local emergency management and shelter planners, the State of Texas FNSS Integration Committee has created a tool kit that can be incorporated into existing shelter plans to meet access and functional needs in general population shelters. This tool kit provides guidance to assist planners in understanding the requirements related to sheltering children and adults with and without disabilities who have access and functional needs in the state of Texas.

FNSS and provided guidance are designed to assist in planning and resource allocation for sheltering operations whether government, Non-Governmental Organization (NGO), faith- or private-based to meet the access and functional needs of children and adults. This tool kit is designed to provide first responders and emergency management professional's basic information about interacting with Texans with disabilities during a disaster and to identify disability leaders in the local communities.

Questions or comments regarding the State of Texas Functional Needs Support Services Tool Kit can be sent to TDEM.FNSS@txdps.state.tx.us

See Annex C: Mass Care and Sheltering

State of Texas Functional Needs Support Services (FNSS) Website: <https://www.preparingtexas.org/preparedness.aspx?page=32137bc8-eed7-42bb-ad7e-2765fd8abdb9>

ATTACHMENT 10 - STATE OF TEXAS EMERGENCY ASSISTANCE REGISTRY (STEAR)

[Http://registry.csr.utexas.edu/status](http://registry.csr.utexas.edu/status)

State of Texas Emergency Assistance Registry (STEAR) – Public

The STEAR program is a **free** registry that provides local emergency planners and emergency responders with additional information on the needs in their community. Texas communities use the registry information in different ways. Registering yourself in the STEAR registry DOES NOT guarantee that you will receive a specific service during an emergency. Available services will vary by community. For more information on how your community will use information in the STEAR registry, contact your local emergency management office.

Who Should Register?

- People with Disabilities
- People with access and functional needs such as:
 - People who have limited mobility
 - People who have communication barriers
 - People who require additional medical assistance during an emergency event
 - People who require transportation assistance
 - People who require personal care assistance

Additional Information

- [STEAR One-Page Flyer \(PDF\)](#)
- [STEAR Volante Informativo de Una Pagina \(PDF\)](#)

How to Register

- Register Online at <https://STEAR.dps.texas.gov>
- Dial 2-1-1 or use your video telephone relay option of choice to contact [211](#) at 877-541-7905 (Texas Information Referral Network)
- Registration forms
 - [Nursing Home & Assisted Living STEAR Registration Form \(PDF\)](#)

[STEAR Individual Registration Form \(2015\) \(PDF\)](#)

[Registro para Asistencia de Emergencia del Estado de Texas \(STEAR\) \(PDF\)](#)

Required Information to Register

- Name
- Address
- Phone Number
- Primary Language

Additional questions asked to capture vital information for local emergency planners and responders

- Emergency Contact Information
- Caregiver Information
- Pets
- Transportation assistance for home evacuation
- Communication Barriers
- Disability, Functional or Medical Needs

Registration is **VOLUNTARY**

All of the information you provide will be kept **COMPLETELY CONFIDENTIAL**.

Individual assistance questions, please contact your local government emergency management coordinator for more information.

Individual Registration Frequently Asked Questions

STATE OF TEXAS EMERGENCY ASSISTANCE REGISTRY (STEAR)

Do you or anyone you know need some form of assistance during times of an emergency/disaster event? The state of Texas offers Texans the option to register with the STEAR program, a FREE registry that provides local emergency planners and responders with additional information on the needs in their community.

(Texas communities use the registry information in different ways. Registering yourself in the STEAR registry DOES NOT guarantee that you will receive a specific service during an emergency. Available services will vary by community. For more information on how your community will use information in the STEAR registry, contact your local emergency management office.)

Who Should Register?

- People with Disabilities
- People with access and functional needs such as:
 - People who have limited mobility
 - People who have communication barriers
 - People who require additional medical assistance during an emergency event
 - People who require transportation assistance
 - People who require personal care assistance

How to Register

- Dial 2-1-1 or use your video phone relay option of choice to contact 211
- Printed or electronic forms (Contact your local government)

All of the information you provide will be kept **COMPLETELY CONFIDENTIAL**.

Required Information to Register

- Name
- Address
- Phone Number
- Primary Language

Additional questions asked to capture vital information for local emergency planners and responders

- Emergency Contact Information
- Caregiver Information
- Pets
- Transportation assistance for home evacuation
- Communication Barriers
- Disability, Functional or Medical Needs

Registration is **VOLUNTARY**.

Local Emergency Management Office

Tarrant County Office of Emergency Management
100 E Weatherford St, Ste 404
Fort Worth, Texas 76196
817-884-1473
tcoem@tarrantcounty.com

Rev 8/2013

RESOLUTION NO. 514

A RESOLUTION OF THE CITY OF KENNEDALE, TEXAS, TERMINATING THE CITY OF KENNEDALE'S PARTICIPATION IN THE FORT WORTH – TARRANT COUNTY EMERGENCY PLAN; AND ESTABLISHING PARTICIPATION IN THE TARRANT COUNTY EMERGENCY MANAGEMENT PLAN, AN INTER-JURISDICTIONAL EMERGENCY MANAGEMENT PROGRAM.

WHEREAS, the City of Kennedale and Tarrant County have established similar programs of comprehensive emergency management which includes the mitigation, preparedness, response, and recovery phases of emergency management; and

WHEREAS, the City of Kennedale and Tarrant County find that vulnerability to many potential hazards is shared by residents of the City of Kennedale and the unincorporated portions of Tarrant County; and

WHEREAS, the City and County further find that the common goal of emergency management can best be achieved through an organization which shares the combined resources of the City and the County; and

WHEREAS, the contemplated action is specifically authorized by the aforementioned programs.

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

SECTION 1.

The City of Kennedale, by order of this resolution, terminates its participation in the Fort Worth – Tarrant County Emergency Plan. Further, upon passage of this resolution, the City of Kennedale joins the Tarrant County Emergency Management Plan.

SECTION 2.

The Mayor of Kennedale shall appoint an Emergency Management Coordinator to coordinate all aspects of the city comprehensive emergency management program and the Tarrant County Judge shall appoint an Emergency Management Coordinator to coordinate all aspects of the County comprehensive emergency management program.

SECTION 3.

The program includes the preparation and maintenance of an inter-jurisdictional emergency management plan for the City of Kennedale and Tarrant County in accordance with this resolution.

SECTION 4.

Any party to this agreement may withdraw from the combined organization created by this resolution and its related inter-jurisdictional emergency management plan by giving 60 days advance notice in writing to each of the signatories of this resolution and by submitting the appropriate documentation to the State of Texas, Texas Division of Emergency Management.

SECTION 5.

This resolution on shall be in effect immediately upon its adoption.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE
ON THE 21ST DAY OF AUGUST, 2017.**

MAYOR, BRIAN JOHNSON

ATTEST:

CITY SECRETARY, LESLIE GALLOWAY

Staff Report to the Honorable Mayor and City Council

Date: August 21, 2017

Agenda Item No: REQUIRED APPROVAL ITEMS (CONSENT) - E.

I. Subject:

Consider awarding a bid to Tejas Commercial Construction, LLC for Bloxom Park Road and Pond Improvements

II. Originated by:

Larry Hoover, Streets and Parks Supervisor

III. Summary:

Staff received three bids on the Bloxom Park Road and Pond improvements:

- Tejas Commercial Construction, LLC at \$45,960.00
- Venus Construction at \$48,970.70
- Klutz Construction at \$66,600.00

The project includes 115 linear feet of concrete curb and gutter to tie Bloxom Road into Hudson Village Creek Road and improve drainage at the intersection. The pond outfall improvements will regulate the flow of water from the pond to pre-development levels, as called for in our Drainage Ordinance.

This project was budgeted in the 2016-17 Storm Water Capital Improvement Fund. Currently, there is a balance of \$71,000 in that fund, following the completion of the Estates Drive and Fifth Street culvert projects.

Staff recommends awarding the project to the most cost-effective bid, which was submitted by Tejas Commercial Construction, LLC.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Bloxom Park Bids Received (3) 2017	Bloxom Park Bids 2017.pdf
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Tejas Commercial Construction, LLC.

P.O. Box 10395

River Oaks, TX 76114

Phone: (817) 901-8499 Fax: (817) 598-1416

Quote

Date: 10/6/2016

Owner: City of Kennedale

Project: Bloxom Park Road Storm Sewer

Location: Kennedale

Item	Description	Units	Quantity	Unit Price	Total
1	Mobilization	ls	1.00	\$ 1,500.00	\$ 1,500.00
2	36" CL III RCP pipe	lf	49.00	\$ 280.00	\$ 13,720.00
3	Outfall Structure	ea	1.00	\$ 11,500.00	\$ 11,500.00
4	Grading	ls	1.00	\$ 1,500.00	\$ 1,500.00
5	Rock Rip Rap	sy	69.00	\$ 85.00	\$ 5,865.00
6	Standard curb w/22" gutter	lf	60.00	\$ 50.00	\$ 3,000.00
7	Remove existing curb	lf	55.00	\$ 10.00	\$ 550.00
8	Ribin curb	lf	55.00	\$ 35.00	\$ 1,925.00
9	2" HMAC (no stabilization)	sy	75.00	\$ 40.00	\$ 3,000.00
10	Erosion Control	ls	1.00	\$ 3,000.00	\$ 3,000.00
11	Traffic Control	ls	1.00	\$ 400.00	\$ 400.00
	Total All				\$ 45,960.00

Exclusions

- 1 Bond
- 2 Permits
- 3 City fees/impact fees/inspection fees, etc.
- 4 Lab/testing/densities
- 5 Revegetation/sodding
- 6 Porta potty
- 7 Remove/replace fence



Utility Contractors since 1967

1426 S. Main - P.O. Box 90

Mansfield, TX 76063

Off. 817-477-2050

Fax 817-473-9366

Venusconstruction.com

Date: 8/4/2017

Addenda's/ Dates

0

Estimating jake.mcada@venusconstruction.com

Project: Blossom Park Road Storm Drain, Kennedale TX

Engineer: N/A

Plans Dated N/A

Storm Improvements

1)	1	- Mobilization	@	\$1,650.00	ls	\$	1,650.00
2)	49	- 36" CL III RCP pipe	@	\$305.00	lf	\$	14,945.00
3)	55	- Remove existing curb	@	\$10.74	lf	\$	590.70
4)	60	- Standard curb w/22" gutter	@	\$54.00	lf	\$	3,240.00
5)	55	- Flat Curb	@	\$37.00	lf	\$	2,035.00
6)	1	- Grading	@	\$1,700.00	ls	\$	1,700.00
7)	75	- 2" HMAc (no stabilization)	@	\$55.00	sy	\$	4,125.00
8)	1	- Outfall Structure	@	\$12,400.00	ea	\$	12,400.00
9)	69	- Rock Rip Rap	@	\$65.00	sy	\$	4,485.00
10)	1	- Erosion Control	@	\$3,500.00	ls	\$	3,500.00
11)	1	- Traffic Control	@	\$300.00	ls	\$	300.00

Total Bid

\$ 48,970.70

KLUTZ CONSTRUCTION, L.L.C.

P.O. BOX 185

KENNEDALE, TEXAS 76060

OFFICE (817) 561-5591

MOBILE (817) 929-1840

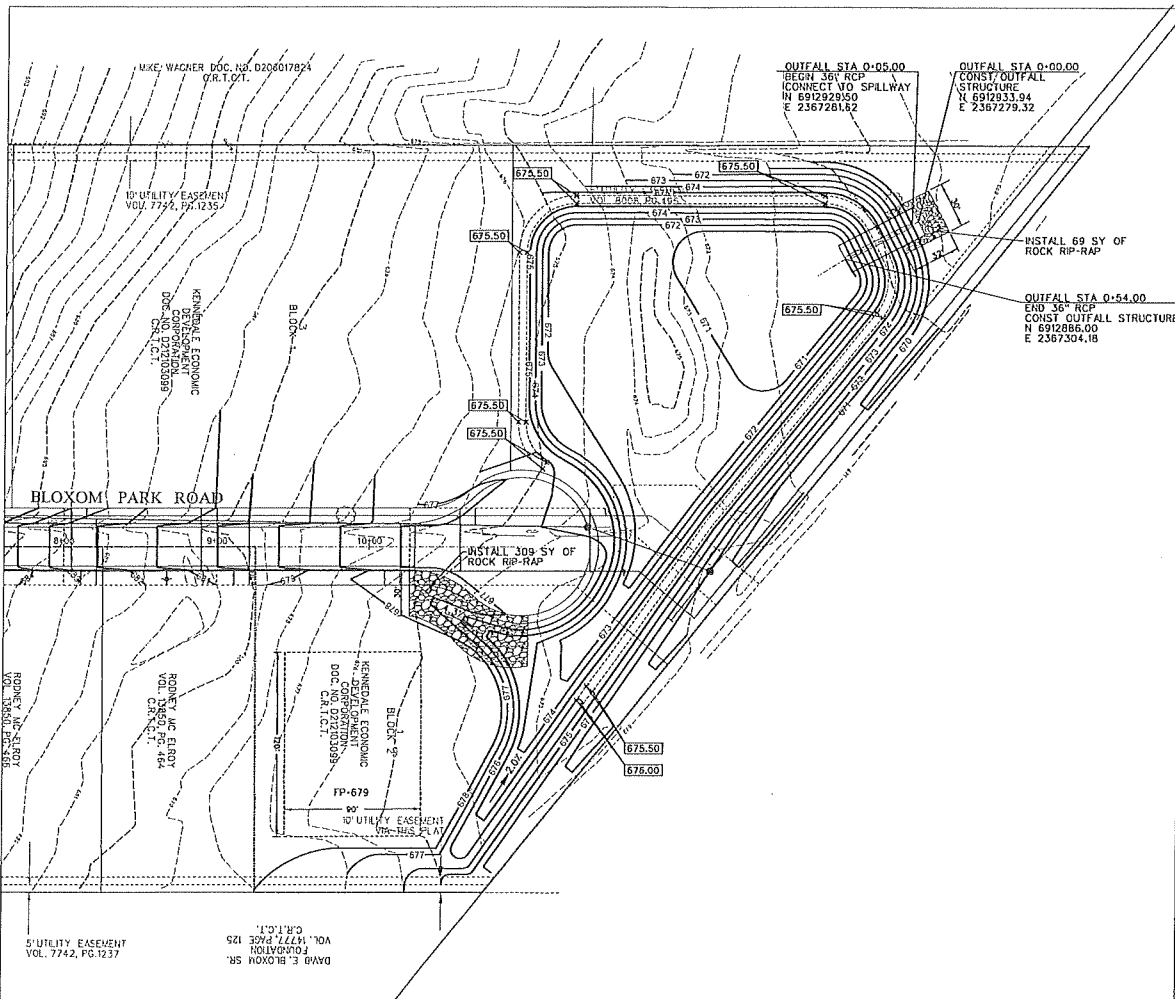
EMAIL:CHARLIE@KLUTZCONSTRUCTION.COM

STREET & STORMDRAIN IMPROVEMENTS FOR BLOXOM PARK ROAD
C&G, WEIR AND OUTFALL STRUCTURE, MISC.
KENNEDALE, TEXAS

BID: FRIDAY, SEPTEMBER 9, 2016 1:30 PM

ITEM	DESCRIPTION	UNIT	QUANTITY	BID	TOTAL
UNIT 1 PAVEMENT IMPROVEMENTS					
1	REMOVE CURB	LF	50.00	10.00	500.00
2	CONC CURB & GUTTER 3 TYPES	LF	110.00	50.00	5500.00
3	2" HMAC	SY	75.00	60.00	4500.00
UNIT 2 DRAINAGE IMPROVEMENTS					
1	12" ROCK RIPRAP	SY	380.00	80.00	30400.00
2	36" CL III RCP	LF	50.00	190.00	9500.00
3	CONCRETE SPILLWAY	SY	90.00	180.00	16200.00
				TOTAL BID	66600.00

EXCLUSIONS: BOND, SURVEY, ENGINEERING, TESTING, EROSION CONTROL, HYDROMULCH OR
SEEDING



LEGEND
 SPOT GRADE 678.01
 FLOW DIRECTION
 ROAD LINE OR GRADE BREAK

GRADING NOTES
 1. SUBGRADE SOILS SHALL BE COMPACTED TO A MINIMUM OF 95% (ASTM D-1557) WITH MOISTURE CONTENTS BETWEEN 0 AND +4 PERCENTAGE POINTS OF OPTIMUM.
 2. ON SITE SOILS OR EQUIVALENT SHOULD BE USED AS FILL AND SHOULD BE PLACED IN MAXIMUM 6\"/>

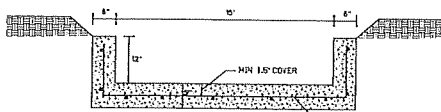
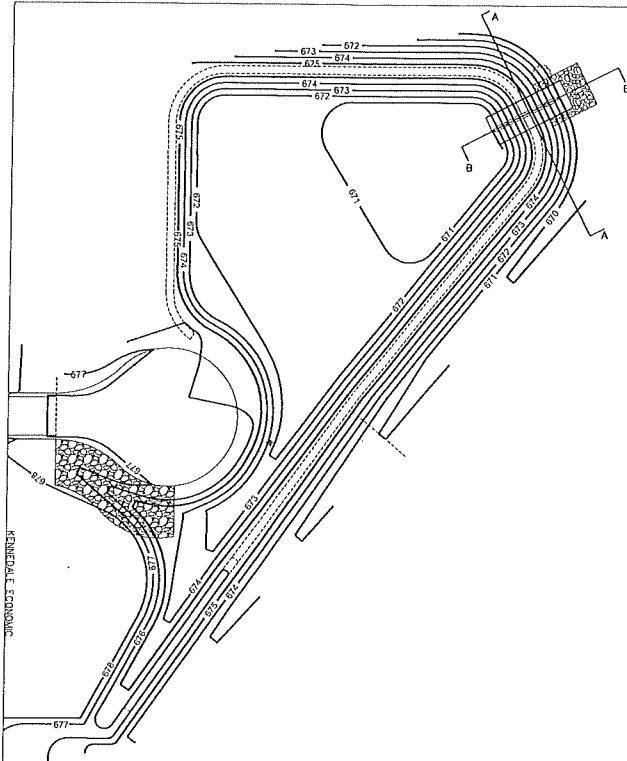
Shield Engineering Group, PLLC
 Civil Engineering & Land Surveying
 REF: F-11315 TEXAS 10191020
 1600 West 7th Street, Suite 200
 Fort Worth, Texas 76102
 817.810.0695

J. MARK WILLIAMS
 No. 41967
 State of Texas
 Civil Engineering

GRAPHIC SCALE IN FEET
 CITY OF KENNEDALE, TEXAS
 PUBLIC WORKS DEPARTMENT

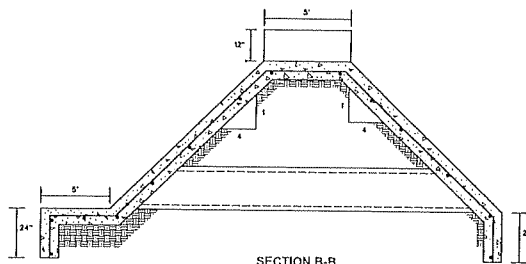
STREET & STORM DRAIN IMPROVEMENTS FOR BLOXOM PARK ROAD
GRADING PLAN
 SCALE: DATE: AUGUST 2016 D'YEST 2 OF 4

STREET & STORM DRAIN IMPROVEMENTS FOR BLOXOM PARK ROAD

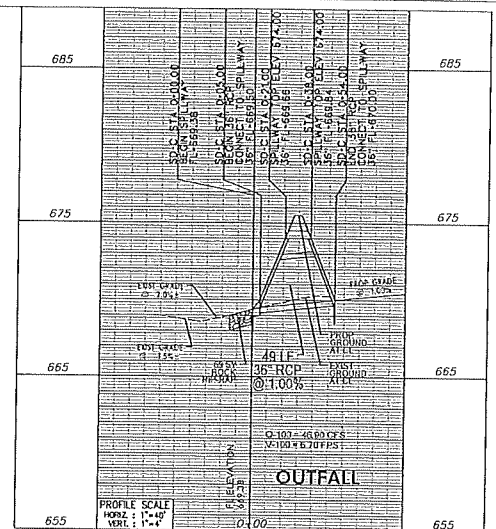


SECTION A-A
NTS

ALL CONCRETE SHALL BE 3000 PSI
STRENGTH @ 28 DAYS
REINFORCING SHALL BE #3 BARS @
10' CENTERS EACH WAY
THICKNESS OF CONCRETE SHALL
BE 5"



SECTION B-B
NTS



PROFILE SCALE
HORIZ : 1"=40'
VERT : 1"=4'



Shield Engineering Group, PLLC
Civil Engineering & Land Surveying
TENN F-11231 TENN S-1215150
1800 West 7th Street, Suite 200
Fort Worth, Texas 76102
817.810.0596



CITY OF KENNEDALE, TEXAS
PUBLIC WORKS DEPARTMENT

STREET & STORM DRAIN
IMPROVEMENTS FOR
BLOXOM PARK ROAD

OUTFALL STRUCTURE DETAILS

SCALE:	DATE:	SHEET:
N.T.S.	AUGUST 2015	3 OF 4

STREET & STORM DRAIN IMPROVEMENTS FOR BLOXOM PARK ROAD

Staff Report to the Honorable Mayor and City Council

Date: August 21, 2017

Agenda Item No: REQUIRED APPROVAL ITEMS (CONSENT) - F.

I. Subject:

Consider authorizing the City Manager to enter into an interlocal agreement with the City of Arlington for the installation of a signal light in the southwest corner of the intersection of Sublett and Joplin Roads

II. Originated by:

Larry Hoover, Streets and Parks Supervisor

III. Summary:

The primary entry and exit of the new Kroger and surrounding retail development at the intersection of Kennedale Sublett Road and Highway 287 will align with Joplin Road, creating a traditional four-way intersection. The City of Arlington has determined that a signal light is necessary for the proper control of estimated traffic.

Three sides of the intersection are within the City of Arlington, and one side is within the City of Kennedale. With this agreement, the City of Arlington is seeking permission to place any and all necessary signal light structures within the Kennedale city limits. The construction costs and all maintenance for the signal at this intersection will be the responsibility of the City of Arlington.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	ILA_Signal Light_ArlingtonKennedale	Arlington-Kennedale Interlocal Agreement Traffic Signal (Sublett @ Joplin).RL_FINAL.pdf
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THE STATE OF TEXAS § SUBLETT/JOPLIN ROAD
 § INTERLOCAL AGREEMENT BETWEEN
COUNTY OF TARRANT § ARLINGTON AND KENNEDALE

THIS INTERLOCAL AGREEMENT is entered into on this the 21st day of August, 2017, by and between the **CITY OF ARLINGTON, TEXAS**, a municipal corporation (hereinafter referred to as “ARLINGTON”); and the **CITY OF KENNEDALE, TEXAS**, a municipal corporation (hereinafter referred to as “KENNEDALE”);

Both ARLINGTON and KENNEDALE execute this Interlocal Agreement hereinafter referred to as “AGREEMENT” pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, and in accordance with Chapter 273 of the Texas Local Government Code, as amended.

WHEREAS, the parties to this AGREEMENT, wish to cooperate in the construction of improvements to portions of Sublett Road and Joplin Road, which would benefit both parties;

WHEREAS, the parties, in paying for the performance of governmental functions or in performing such governmental functions shall make payments therefore only from revenues, legally available to such parties; and

WHEREAS, the governing bodies of each party find that the project or undertaking is necessary for the benefit of the public and that each party has the legal authority to build or maintain the project or to provide such service, and the construction and improvement thereof is in the common interest of both parties hereto; and that the covenants and promises constitutes adequate consideration to each party; said project being more particularly described below; NOW THEREFORE,

In consideration of the premises and the agreements, covenants and promises herein set forth, it is agreed as follows:

I.
DEFINITIONS

The following terms shall have the following meanings when used in this AGREEMENT:

- A. “Sublett/Joplin Road” or “project” means: that portion of Sublett Road and Joplin Road as defined on the attached **Exhibit “A”**.

- B. "CITIES" or "PARTIES" means ARLINGTON and KENNEDALE, Tarrant County, Texas.
- C. "Project Costs" include design and construction of all traffic signal improvements, right-of-way acquisition, utility relocation, grading, storm drain improvements, street and sidewalk construction, traffic control striping and signs, and all other costs incident thereto.

II.

PURPOSE

The purpose of this AGREEMENT is to generally provide for all functions and services required for the planning, design and construction of the portions of Sublett Road and Joplin Road included in the project, and, specifically, the planning, design and construction of a traffic signal in the southwest corner of the intersection of Sublett and Joplin Roads, which said corner is within the city limits of KENNEDALE.

III.

TERMS, RIGHTS, OBJECTIVES AND DUTIES OF THE PARTIES

The following shall apply to the CITIES in the performance of this AGREEMENT.

- A. ARLINGTON will assume all costs associated with preparation of construction plans ("the plans") and specifications for the proposed road improvements.
- B. Upon determination of the right-of-way, easements or other property interests required for the project, ARLINGTON will obtain the necessary property interests, including without limitation, right-of-way or easements by dedication, by purchase or by condemnation, if determined by ARLINGTON to be necessary. KENNEDALE agrees and acknowledges that in authorizing and executing this AGREEMENT, KENNEDALE grants to ARLINGTON the authority necessary to condemn or otherwise acquire property required for the project within KENNEDALE. KENNEDALE and ARLINGTON agree to consider and act upon any resolutions necessary to accomplish the condemnation of land by ARLINGTON within the city limits of KENNEDALE. ARLINGTON will assume all costs of whatever nature associated with any eminent domain proceedings that are assessed against the condemnor.
- C. ARLINGTON will be responsible for administering the relocation of utility lines within each city, including necessary design and construction to accommodate the project immediately following completion of right-of-way acquisition. Each City will also take any necessary action(s) to provide for all franchised utility companies to relocate facilities within their city. In any event, all costs

attributable to relocation shall be deemed Project Costs, as that term is defined herein. This AGREEMENT will not alter any previous agreements for operation and/or maintenance of ARLINGTON water and sewer lines.

- D. Responsibility for the replacement of any current pavement markings and signage for the project will be included as part of the project.
- E. ARLINGTON shall provide the design and construction of traffic signals as part of the project.
- F. Except as otherwise specified in this AGREEMENT, ARLINGTON shall be responsible for all project costs, as herein defined.
- G. The project plans will be prepared to include improvements necessary to construct the portions of roadway included in the project in accordance with prevailing engineering standards, together with the transition of all improvements to existing streets, driveways and drainage structures. KENNEDALE concurs to the building of the improvements by the standards required of ARLINGTON by its ordinances and regulations.
- H. KENNEDALE agrees that ARLINGTON shall have the authority to provide inspection for the construction of the project. KENNEDALE further agrees that any contact with the contractor will be directed through ARLINGTON.
- I. Once the roadway is completed, ARLINGTON will be responsible to maintain the aforesaid traffic signal.

IV.

NO VERBAL AGREEMENT

This AGREEMENT contains all the terms, commitments and covenants of the CITIES pursuant to this AGREEMENT. Any verbal or written commitment not contained in this AGREEMENT or expressly referred to in this AGREEMENT and incorporated by reference shall have no force or effect.

V.

AGREEMENT INTERPRETATION AND VENUE

The CITIES covenant and agree that any litigation relating to this AGREEMENT, the terms and conditions of the AGREEMENT will be interpreted according to the laws of the State of Texas and venue shall be proper exclusively in Tarrant County, Texas.

VI.
CAPTION

The captions to the various clauses of this AGREEMENT are for informational purposes only and in no way alter the substance of the terms and conditions of this AGREEMENT.

VII.
IMMUNITY

It is expressly understood and agreed that, in the execution of this AGREEMENT, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

VIII.
SERVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this AGREEMENT are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions in this AGREEMENT shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

EXECUTED in multiple original counterparts to be effective on the date above first written.

CITY OF KENNEDALE, TEXAS

By: _____
GEORGE CAMPBELL
City Manager

ATTEST:

LESLIE GALLOWAY
City Secretary

APPROVED AS TO FORM:
WAYNE OLSON, City Attorney

By: _____

CITY OF ARLINGTON, TEXAS

By: _____

Deputy City Manager

ATTEST:

MARY SUPINO
City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

By: _____

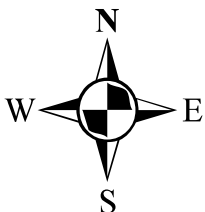
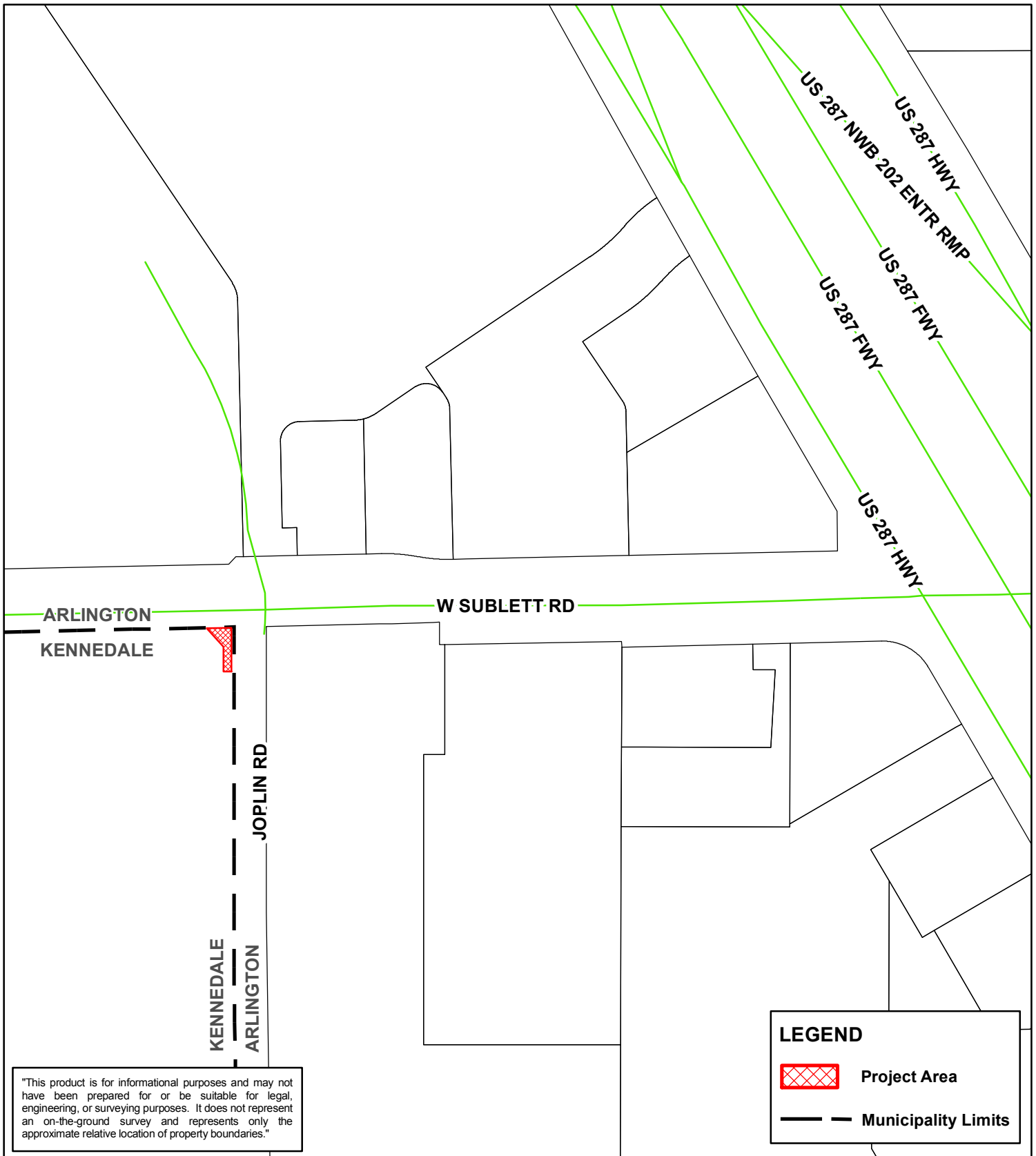


EXHIBIT "A" **Arlington - Kennedale Interlocal Agreement** **Traffic Signal (W. Sublett Rd. at Joplin Rd)** **Location Map**



Prepared By:
PWT Engineering Operations
8/2/2017

Staff Report to the Honorable Mayor and City Council

Date: August 21, 2017

Agenda Item No: REQUIRED APPROVAL ITEMS (CONSENT) - G.

I. Subject:

Consider authorizing the City Manager to enter into a Contract Agreement for Wastewater Service Between the City of Fort Worth, Texas, and the City of Kennedale, Texas

II. Originated by:

Larry Ledbetter, Director of Public Works

III. Summary:

The City of Kennedale's current wastewater contract with the City of Fort Worth expires at the end of September 2017. The City of Fort Worth wishes to continue providing wastewater services and has provided a new contract for consideration. The new contract would be effective October 1, 2017, and expire September 30, 2037.

The contract with Fort Worth provides wastewater service for the area West of Village Creek (in the Oakcrest Addition) and also includes businesses including QT, Popeye's, McDonald's, and Fort Worth Tower (FWT). This area produces approximately 5% of Kennedale's total wastewater flow, with the remaining 95% contracted through the City of Arlington.

Staff recommends authorizing the City Manager to enter into a contract Agreement for Wastewater Service between the City of Fort Worth, Texas and the City of Kennedale, Texas.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	CurrentConsideration_FW Wastewater Contract_2017	CurrentConsideration_FW Wastewater Contract_2017.pdf
2.	Historical_FW Wastewater Contract_1994	Historical_FW Wastewater Contract_1994.pdf

AGREEMENT FOR WASTEWATER SERVICE BETWEEN
THE CITY OF FORT WORTH, TEXAS, AND
CITY OF KENNEDALE, TEXAS

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AGREEMENT FOR WASTEWATER SERVICE BETWEEN
THE CITY OF FORT WORTH, TEXAS, AND
CITY OF KENNEDALE, TEXAS

STATE OF TEXAS §
COUNTY OF TARRANT §

This Contract and Agreement ("Agreement") is made and entered into this ___ day of _____, 20__, by and between the City of Fort Worth, a municipal corporation located in Tarrant County, Texas, acting by and through Jesus J. Chapa, its duly authorized Assistant City Manager, hereinafter called "Fort Worth," and the City of Kennedale, located in Tarrant County, Texas, acting by and through Brian Johnson, its duly authorized Mayor, hereinafter called "Customer," and hereinafter collectively referred to as the "Parties".

R E C I T A L S

- A. WHEREAS the public health, welfare and safety of the residents of Fort Worth and Customer require the development of adequate systems of sewage collection and disposal, the elimination of water pollution and the preservation of the water resources of the area; and
- B. WHEREAS Fort Worth and Customer are required to comply with standards and treatment methods for wastewater as set forth in federal, state and local laws and regulations and permits; and
- C. WHEREAS Fort Worth and Customer have an interest in maintaining and restoring the chemical, physical and biological integrity of waters and water resources and preventing pollution in said waters and water resources, and planning the use, development, restoration, preservation and enhancement of said waters and water resources; and;
- D. WHEREAS, Fort Worth and Customer have previously entered into a contract, being known as Fort Worth City Secretary Contract No. 20141, dated February 8, 1994 together with any and all amendments thereto dated March 25, 1997 and May 6, 2008, said contract[s] and amendments, if any, providing for wholesale wastewater services; and;
- E. WHEREAS, Customer desires to continue to contract for wholesale wastewater service and Fort Worth desires to continue to provide wholesale wastewater service under contract to Customer; and
- F. WHEREAS, Chapter 552 of the Texas Local Government Code and Chapter 791 of the Texas Government Code, authorize Fort Worth and Customer to enter into this Agreement;

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS that for and in consideration of the mutual covenants, promises and agreements contained herein, Fort Worth and Customer do hereby covenant and agree as follows:

ARTICLE 1. Definitions

The following definitions apply throughout this Agreement:

- 1.1 Act or "the Act". The Federal Water Pollution Control Act, also known as the Clean Water Act ("CWA"), as amended (33 U.S.C. 1251, et seq.).
- 1.2 Biochemical Oxygen Demand (BOD). The quantity of oxygen utilized in the biochemical oxidation of organic matter specified by procedure in Method 5210B in the Standard Methods for the Examination of Water and Wastewater, and results expressed in terms of weight and concentration (milligrams per liter (mg/L))
- 1.3 Calibration. Verification of primary measuring device and secondary instrumentation accuracy utilizing standard primary device procedures and calibration signals and/or a separate flow measurement instrument.
- 1.4 Capital Improvements. Any of the following facilities which provide utility services and that have a life expectancy of three (3) or more years, whether such capital improvements are located within the extraterritorial jurisdiction or corporate limits of Fort Worth or Customer: wastewater treatment facilities, metering and sampling facilities, control systems and appurtenances, storage or retention facilities, and all major collectors and interceptors that are eighteen inches (18") and greater in diameter and lift stations, if any, associated therewith.
- 1.5 Chapter 395. Chapter 395 of the Texas Local Government Code, as it may be amended or re-codified from time to time.
- 1.6 Customer Connection. See Point of Entry.
- 1.7 Customer System. The facilities of Customer used for pretreatment, collection and transportation of wastewater to the Point of Entry.
- 1.8 Customer's Service Area (or "Service Area"). Unless otherwise shown on **Exhibit A**, the Customer's Service Area is the area within the Customer's city limits (its corporate boundaries), and does not include the Customer's extra-territorial jurisdiction.
- 1.9 Delivery Facilities. All facilities used for the transmission of wastewater to the Fort Worth System that are on the Customer's side of the Point of Entry and directly connected to the Fort Worth System, including all upstream pipelines of the same or larger diameter.
- 1.10 Director. The Director of the Fort Worth Water Department or his designee.
- 1.11 Domestic Accounts. Single-family and residential duplex dwellings served by one meter. This definition is used only in the context of determining billing Per Connection.
- 1.12 Facility Expansion. The expansion of the capacity of an existing facility that serves the same function as an otherwise necessary new capital improvement, in order that the existing facility may serve new development. The term does not include the repair, maintenance, modernization, or an expansion of an existing facility to better serve existing development.

1.13 Fiscal Year. The fiscal year of Fort Worth, which is from October 1st through September 30th.

1.14 Fort Worth System. Fort Worth's wastewater system, including all facilities for wastewater collection, storage and retention, treatment, treated wastewater disposal, sludge handling and disposal, and producing finished wastewater for beneficial reuse. As used in this Agreement, the term "Fort Worth System" does not include any beneficial reuse pipelines and its related distribution facilities.

1.15 Impact Fee. A capital contribution funding or recouping the cost of Capital Improvements necessitated by and attributable to new development or new connections to the Fort Worth System, subject to and as provided in **Article 22** of this Agreement.

1.16 Industrial User. A person (as defined in the Act) that introduces pollutants into the Fort Worth System from any nondomestic source regulated under Section 307(b), (c), or (d) of the Act.

1.17 Industrial Wastes. Any waterborne liquid or solid substance that results from any process of industry, manufacturing, mining, production, trade or business.

1.18 Infiltration. Water that has migrated from the ground into the wastewater system.

1.19 Inflow. Water other than wastewater that enters a sewerage system (including sewer service connections) from sources such as, but not limited to, roof leaders, cellar drains, yard drains, area drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary catch basins, cooling towers, storm waters, surface runoff, street wash waters or drainage. Inflow does not include, and is distinguished from, Infiltration water.

1.20 Liquid Waste. The water-borne solids, liquids, and gaseous substances derived from certain sources including, but not limited to, grease trap, septic tank, chemical toilet waste and sand trap waste.

1.21 Metering and sampling facility. The meter, meter vault, and all metering and telemetry equipment required to measure and/or sample Customer wastewater flows that enter the Fort Worth System.

1.22 Non-Domestic Accounts. Commercial, industrial, multi-family or other accounts that are not considered Domestic Accounts. This definition is used only in the context of determining billing Per Connection.

1.23 Unmetered Area(s). Areas within the Customer's corporate or certificated boundaries that generate wastewater that do not drain into a part of the Customer System for which wastewater flow is measured by an approved metering and sampling facility.

1.24 Parties. Fort Worth and the Customer, or each individually.

1.25 Per Connection. Billing or charging "Per Connection" means charging for Unmetered Area connections as provided in § 6.3.

1.26 PILOT. Payment in Lieu of Taxes, as described in **Exhibit C**.

1.27 Point of Entry. The Point of Entry (or "Customer's Connection") is the upstream entry point to each metering and sampling facility from which the Customer's wastewater flows into the Fort Worth System, as shown on **Exhibit A** and described in § 2.3.

1.28 POTW. Publicly owned treatment works.

1.29 Pretreatment. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a Publicly Owned Treatment Works. The reduction or alteration can be obtained by physical, chemical or biological processes, or process changes by other means, except as prohibited by 40 CFR Section 403.6(d).

1.30 Pretreatment Requirements. Pollutant concentration discharge limitation and reporting requirements stipulated in Fort Worth City Code Article VI: Industrial Wastewater, and any amendments thereto, and the Customer's Code, as hereinafter amended, and Federal Pretreatment Standards promulgated by the U.S. Environmental Protection Agency.

1.31 Sanitary Sewer Evaluation Survey. A Sanitary Sewer Evaluation Survey or "SSES" is a survey as described in § 4.4

1.32 Significant Industrial User or "SIU".

- (a) All Industrial Users subject to Categorical Pretreatment Standards under 40 CFR § 403.6 and 40 CFR Chapter I, Subchapter N, as amended from time to time;
- (b) Any other Industrial User that discharges an average of twenty-five thousand (25,000) gallons per day or more of process wastewater to the POTW (excluding sanitary, noncontact cooling and boiler blow-down wastewater); contributes a process wastestream which makes up five percent (5%) or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or is designated as such by the Director on the basis that the Industrial User has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement (in accordance with 40 CFR § 403.8(f)(6)); or
- (c) Any other person or entity that falls within the definition of Significant Industrial User in the Fort Worth City Code, as it may be amended from time to time.

1.33 Standard Methods. Those testing or analysis procedures as prescribed in the then current edition of "Standard Methods for Examination of Water and Wastewater," published by the American Public Health Association and/or the U.S. Environmental Protection Agency Manual of Methodologies for the Examination of Water and Wastewaters, or as will otherwise comply with procedures specified in state and federal discharge permits held by Fort Worth.

1.34 Street Rental. The Street Rental charged to the wholesale customers of the Fort Worth System is intended to be compensation for use of public rights-of-way. The Street Rental is established at five percent (5%) of the revenue requirements, excluding Payment in Lieu of Taxes (PILOT). The Street Rental cannot be decreased without the consent of Fort Worth in its sole discretion and, in the event of an increase, can only be increased in one percent (1%) increments once every five (5) years starting on the anniversary date of this Agreement, and shall never exceed the rate being collected from the natural gas franchised utility serving the City of Fort Worth or the rate collected from the retail wastewater customers of Fort Worth, whichever is less.

1.35 System Cost. System Cost, as provided in § 7.1.2.

1.36 TCEQ. The Texas Commission on Environmental Quality or its successor agency.

1.37 Total Suspended Solids (TSS). Solids, measured in mg/L, that either float on the surface of, or are in suspension in, water, wastewater or other liquids, and which are largely removable by a laboratory filtration device. Also referred to as Total Non-Filterable Residue.

1.38 TRA Contract. Fort Worth City Secretary Contract No. 16054 "Trinity River Authority of Texas – Denton Creek Regional Wastewater Treatment System Contract," and Fort Worth City Secretary Contract No. 8632 between the Trinity River Authority of Texas and the City of Fort Worth entered into as of the 20th day of February, 1976, and any amendments to those agreements.

1.39 Wastewater. All liquid or water-carried waste products from whatever source derived, together with such Inflow and Infiltration as may be present, whether treated or untreated, which is discharged into or permitted to enter into the Fort Worth System. The words "wastewater" and "sewage" are interchangeable.

1.40 Wastewater Permits. The TCEQ Texas Pollutant Discharge Elimination System permit issued to Fort Worth for the Village Creek Water Reclamation Facility, as it may be renewed or amended from time to time or any another POTW, wastewater treatment plant or water reclamation facility that is owned or operated (directly or through contract) by Fort Worth.

1.41 Wastewater Strength. The concentrations of BOD and TSS and, where relevant or applicable under TCEQ or EPA regulations, concentrations of other wastewater pollutants or contaminants.

ARTICLE 2. Customer Connection to the Fort Worth System

2.1 Consent to Connect. All subject to the Customer's compliance with the terms and conditions of this Agreement, Fort Worth agrees that the Customer may connect its System to the Fort Worth System at the agreed Point(s) of Entry and that Fort Worth will accept for collection, transportation, treatment and disposal the wastewater that the Customer delivers to the Fort Worth System through the agreed Point(s) of Entry.

2.2 Delivery and Payment. Customer agrees to deliver wastewater into the Fort Worth System and to pay for Fort Worth's wastewater services all in accordance with the terms and conditions of this Agreement.

2.3 Connection Points. Customer shall connect its System to the Fort Worth System only at the Point(s) of Entry designated on Exhibit "A" and at such additional points of entry as may later be mutually agreed upon in writing signed by both Parties. Where no metering facility is used (Unmetered Area connections), the Point of Entry is where the Customer's System connects to the Fort Worth System, unless otherwise mutually agreed upon in writing.

2.4 Customer Delivery Facilities. Unless otherwise agreed by the Parties in writing, Customer is responsible for the design, contracting, construction and financing of its Delivery Facilities and the acquisition of any necessary rights-of-way and easements for, to and from such facilities. All designs, materials and specifications shall conform to or be at least as stringent as Fort Worth's requirements for such facilities. The Customer shall submit to the Director for written approval all plans and specifications for any Delivery Facilities. Such approval shall not be unreasonably withheld; however, no construction of such Delivery Facilities will begin until such approval has been given. Upon completion, Customer shall provide record drawings in a format reasonably acceptable to Fort Worth. Customer agrees that Fort Worth has the right to make periodic inspections during construction of the Delivery Facilities. Final completion and connection of such Delivery Facilities to the Point of Entry is subject to the continuing inspection and written approval of the Director.

2.5 Wastewater from Adjacent Areas. At the request of the Director, Customer agrees to allow wastewater from areas and premises adjacent to the Customer's boundaries and within the boundaries of Fort Worth's or another Fort Worth wholesale customer's service area, to flow through Customer's System, subject to the Texas Water Code and TCEQ regulations regarding service areas. The metered quantity of wastewater from this area transported into the Fort Worth System each month shall be measured Per Connection or, at the option of Customer or Fort Worth, and where the wastewater flows are of sufficient volume that metering is practicable, metering and sampling facilities may be installed at the expense of Fort Worth to meter and sample all wastewater from this adjacent area. The quantity of wastewater from this adjacent area shall be deducted from the quantity of the Customer's wastewater passing through the Customer's connection to the Fort Worth System before volume charges for wastewater service to Customer are computed and, if the meter serving those customers has been equipped to measure it, the Customer's billing shall also be adjusted for differences in the Wastewater Strength of the adjacent area. When additional pipeline capacity is required to transport the flows, Customer agrees that it shall be responsible for its proportional cost of the additional capacity needed to serve Customer's current or projected future flows as agreed upon by the Customer and Fort Worth. The cost of additional infrastructure shall be borne by the Customer and Fort Worth, in proportion to the projected flow volumes of each. Customer shall not be responsible for the cost of additional capacity needed solely to serve adjacent areas not under Customer's jurisdiction.

ARTICLE 3. Operation and Maintenance

3.1 Customer System. Customer agrees to maintain its System in good condition and to make repairs in a timely manner. Fort Worth shall not have any responsibility or liability now or ever for the operation or maintenance of the Customer System, except as the Parties may otherwise agree in writing.

3.2 Fort Worth System. Fort Worth agrees to maintain its System in good condition and to make repairs in a timely manner. Customer shall not have any responsibility or liability now or ever for the operation or maintenance of the Fort Worth System, except as otherwise provided in this Agreement.

3.3 Metering and Sampling Facilities. After transfer to Fort Worth as provided in **Article 4**, Fort Worth shall become solely responsible for the operation and maintenance of metering and sampling facilities connected to its System.

ARTICLE 4. Metering and Sampling Facilities and System Infrastructure Improvements

4.1 Customer Connections and Metering and Sampling Facilities. Either Customer or Fort Worth, with written consent of the Director and execution of the necessary agreements, may construct the Customer Connection, Metering and Sampling Facilities.

4.1.1 Cost of Customer Connection. Customer shall pay the cost of each new, enlarged or additional Customer connection to the Fort Worth System and related metering and sampling facilities, including new or modified wholesale meters as necessary to accommodate increased Customer flows. Such Customer costs include costs of: design, engineering; site acquisition and preparation; construction and inspection; the facility equipment, the final connection, and all necessary easements and rights-of-way, including those for access to the meter site.

4.1.2 Facilities Transfer to Fort Worth. Customer shall transfer (or arrange for transfer) to Fort Worth all metering and sampling facilities connecting the Customer's System to the Fort Worth System, together with the sole authority to operate and maintain the facilities. All transfers shall be within 60 days of the Effective Date or the completion of the facilities, whichever is later, and shall be accomplished with documents in a form satisfactory to Fort Worth. Thereafter, Fort Worth shall be solely responsible for the operation, and maintenance of the metering and sampling facilities, and such costs shall be a System Cost.

4.1.3 Site Transfer to Fort Worth. Unless otherwise prohibited by law or contract, Customer shall transfer to Fort Worth all of Customer's fee simple or other property rights in the land that is the site for the metering and sampling facilities. To the extent that the property is larger than necessary, or Customer needs to retain a portion of the property for other purposes, Fort Worth or Customer may choose to exclude that portion of the property that is not reasonably necessary for the operation, maintenance, sampling and testing, repair or replacement of the facilities. All transfers shall be within 60 days of the Effective Date or the

completion of the facilities, whichever is later, and shall be accomplished with documents in a form satisfactory to Fort Worth.

- 4.1.4 Access. Customer will secure and transfer to Fort Worth continuous rights of access, ingress and egress to the Customer metering and sampling facilities and, subject to any necessary consents, transfer or assign to Fort Worth any permits, access agreements, licenses, easements or rights-of-way that Fort Worth agrees are needed for the continuous operation and maintenance of, and access to, all metering and sampling facilities for as long as this Agreement is in effect.
- 4.1.5 Credit for Transfers. The Customer's transfers to Fort Worth under §§ 4.1.2 - 4.1.4 above shall be treated as a Customer contribution for rate purposes, but the transfers shall not be any indicia of equity ownership in the metering and sampling facilities or in the Fort Worth System.
- 4.1.6 Fort Worth Optional Construction. As determined by the Director for the efficient operation of the Fort Worth System or service to its customers, and unless otherwise agreed in writing by both Parties, Fort Worth shall have the option, but not the obligation, to design and construct, to acquire site property, and to obtain necessary permits, ingress, egress and access agreements, licenses, easements or rights-of-way for:
- (a) Additional Customer metering and sampling facilities not in existence on the Effective Date (for example, for Unmetered Areas), including any modifications to the Customer's Delivery Facilities necessary to accommodate a complete initial installation satisfactory to Fort Worth; and
 - (b) Improvement, expansion, upgrading or replacement of existing or future Customer metering and sampling facilities.

Customer has the right to review Fort Worth's proposed construction, expansion, and replacement plans for such construction before it begins. All costs of such optional construction undertaken by Fort Worth shall be a System Cost.

- 4.1.7 Operation and Maintenance Expenses. Expenses incurred by Fort Worth for the operation and maintenance of Customer metering and sampling facilities shall be System Costs and shall include the following:
- (a) Electricity at the facility;
 - (b) Initial telemetry connection to the facility and the control center, and any routine periodic charges for telephone, data or other communication services;
 - (c) Meter calibration;

- (d) Parts, materials and supplies for calibration, repair and maintenance of the facilities;
- (e) Labor cost plus fringe benefits and indirect costs for calibration, repair and maintenance of the facilities; and
- (f) Maintenance of ingress, egress and meter facility site.

4.2 Capacity Improvements Customer and Fort Worth agree to cooperate in determining the need for additional downstream Capital Improvements, and related construction schedules and cost-participation and will seek to manage downstream flows and/or peak flows consistent with Fort Worth's and the Customer's master planning or capital improvement planning. Customer agrees to notify Fort Worth before it begins constructing significant expansions or additions to its System.

4.3 Cost of New, Enlarged or Additional Connections. Except for the System Cost authorized in § 4.1.6 above, Customer shall pay the cost of each new, enlarged or additional Customer connection to the Fort Worth System, including the cost of the Delivery Facilities, the Metering and Sampling Facilities, and the Customer's proportionate share of any improvements required for that connection or related service to be provided after the Point of Entry. The Customer's cost shall be calculated in the same manner as the "developer's cost" for special facilities, including pipelines, under Fort Worth's then-existing Water and Wastewater Installation Policy, as determined by the Director. Customer will pay that amount to Fort Worth before making the new, enlarged or additional connection to the Fort Worth System, and the amount shall not be a System Cost.

4.4 Peak Flow and Remediation. In any 12-month period, if the volume of the Customer's wholesale wastewater flow into the Fort Worth System for any one day exceeds 4 times the average of the Customer's actual daily flow, averaged over the prior 3 fiscal years, then a Sanitary Sewer Evaluation Survey (SSES) is required in response to the exceedance, as follows.

- 4.4.1 Within a reasonable time after such an exceedance, Fort Worth will send a Notice to Customer stating the specific date(s) and volumes of the flows that resulted in the exceedance, and describing the schedule and procedures for submitting the results and implementing the required SSES.
- 4.4.2 The SSES is a survey of the affected portion of the Customer System sufficient to identify the cause or source of the wastewater flows that have resulted in the exceedance. The SSES may include activities such as additional flow measurements, smoke tests or inspections and the final report shall list specific remedial actions. The costs of the SSES and performance of the remedial actions recommended in the SSES must be borne by Customer, to the extent necessary to eliminate or accommodate the Customer's increased flows.
- 4.4.3 If Customer fails to perform the SSES and pay the costs of the remedial action as required by this § 4.4 and the exceedance is repeated then, in addition to any remedies available under **Article 21**, Fort Worth has the right to recover from the Customer all of Fort Worth's incremental costs of handling the increased flows,

such as infrastructure improvements and any regulatory agency fines that may be levied, or corrective action required by TCEQ, as a result of the Customer's repeated exceedance(s). Fort Worth shall provide documentation that the Customer's exceedances resulted in such incremental costs and any costs recovered from Customer shall not also be included as a System Costs.

- 4.4.4 The Director may waive the requirement for the Customer to perform the SSES or to implement recommended remedial action if, in his sole opinion, the SSES or the recommended remediation is not necessary to protect the interests of Fort Worth.

4.5 Construction Standards. Any design, construction, installation or replacement of wholesale meters, sampling facilities, Delivery Facilities, or other Capital Improvements for providing service under this Agreement shall comply with 30 Texas Administrative Code Ch. 217 and Fort Worth's standards and specifications, as they are in effect at the time of the construction. After initial construction, the "time of the construction" is the date of any subsequent upgrade or replacement.

4.6 Transfer to Customer upon Termination. Upon expiration or termination of this Agreement under its terms by either Party, Fort Worth shall transfer back to Customer any metering and sampling facilities, rights of access, ingress and egress, and any permits, access agreements, licenses or easements and rights-of-way that Customer previously conveyed, transferred or assigned to Fort Worth under the terms of this **Article 4**.

ARTICLE 5. Rights-of-Way

5.1 Rights-of-Way Granted by Customer. Customer shall grant, without charge to Fort Worth, such easements and rights-of-way along public highways or other property owned by Customer, as requested by Fort Worth, in order to construct and maintain wastewater mains or facilities within the Customer's Service Area to provide wastewater service to Customer and to other areas. If two or more locations are mutually acceptable to Fort Worth and Customer, then Customer may select the final location from among them. Upon notice from Customer and at Fort Worth's expense, Fort Worth will move its wastewater lines or other facilities located in such street rights-of-way or on other property owned by Customer when reasonably necessary to the performance of essential governmental duties by Customer. Fort Worth's relocation costs under this § 5.1 shall be a System Cost to the extent that the lines are related to service to Fort Worth's wholesale wastewater customers.

5.2 Rights-of-Way Granted by Fort Worth. Fort Worth shall grant, without charge to Customer, such easements and rights-of-way along public highways or other property owned by Fort Worth, as requested by Customer, in order to construct and maintain wastewater mains or facilities within Fort Worth to provide wastewater service to Customer under this Agreement. If two or more locations are mutually acceptable to Fort Worth and Customer, then Fort Worth may select the final location from among them. Upon notice from Fort Worth and at the Customer's expense, Customer will move such wastewater mains or facilities when located in such street rights-of-way or other property owned by Fort Worth when reasonably necessary to performance of essential governmental duties by Fort Worth.

5.3 Construction Standards. All work done by or on behalf of Fort Worth under this paragraph will be performed in accordance with specifications equal to those applying to work of a similar nature performed within Fort Worth, and the applicable Party will use its best efforts to restore the others' property to as near original condition as feasible unless otherwise mutually agreed in writing.

5.4 Conflicts. Fort Worth and Customer agree to coordinate the location of the mains and/or facilities in the other's easements and rights-of-way in order to prevent further conflicts insofar as is reasonably practicable.

ARTICLE 6. Metering and Sampling

6.1 Meter Reading. Fort Worth will read all Customer Point of Entry meters at monthly intervals, and the Parties shall have free access to read these respective meters daily, if either Party so desires. Each Party has the duty to give immediate notice to the other of any meter that it finds is not functioning properly, and Fort Worth shall promptly investigate and make any necessary repairs.

6.2 Flows to be Metered. All flow discharged into the Fort Worth System by Customer shall be metered, unless specifically agreed otherwise by both Parties in writing. Fort Worth agrees to allow those Customers served on a per connection basis, with prior approval from Fort Worth to remain on per connection until conditions allow for the flow to be metered.

6.3 Unmetered Areas. If, in the judgment of the Director, the sewage generated within one or more areas of the Customer cannot be accurately measured by an approved type of metering station, then the charge for sanitary sewer service within that drainage area will be calculated Per Connection as follows: For monthly billing purposes, the total gallons of sewage for the Unmetered Areas will be calculated as the sum of: (i) the total gallons of metered water of all Non-Domestic Accounts within the area plus (ii) the number of Domestic Accounts within the area times 10,500 gallons. The Parties agree that the 10,500 gallons for Domestic Accounts already accounts for Inflow and Infiltration, and therefore needs no further adjustment for it. The total volume so derived each month will be used as the basis for calculating the total wastewater charges due each month for that Unmetered Area and such charges will be added to any other charges for metered connections. For all such Unmetered Areas, Customer will be responsible for providing data each month on the number of Domestic Accounts and the metered water volume of all Non-Domestic Accounts. This data will be provided by Customer to Fort Worth no later than the 5th of each calendar month.

6.4 Calibration. Fort Worth shall calibrate and routinely service the meters no less than once during each six (6) month period. Copies of the results of such calibration and all related information shall be provided to Customer. Fort Worth shall notify the Customer at least seventy-two (72) hours in advance of the date and time for any calibration and Customer may observe, if so desired.

6.5 Customer Access. Customer shall have access to the metering and sampling facilities at all reasonable times; provided, however that any reading, calibration or adjustment to such

metering equipment shall be done only by employees or agents of Fort Worth, or other mutually approved third party calibration agent in the presence of representatives of Customer and Fort Worth, if so requested by Customer. Notice of any proposed third-party calibration shall be provided to all Parties at least seventy-two (72) hours in advance.

6.6 Records. All readings of meters will be entered into the records maintained by Fort Worth. Customer shall have access to such records during reasonable business hours and shall be furnished with monthly totalizer readings for each Customer Point of Entry metering and sampling facility.

6.7 Accuracy and Corrections. Upon any calibration, if it is determined that the accuracy envelope of such meter is found to be lower than ninety-five percent (95%) or higher than one hundred five percent (105%) expressed as a percentage of the full scale of the meter, the registration of the flow as determined by such defective meter shall be corrected for a period extending back to the time such inaccuracy began, if such time is ascertainable; or, if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months

6.8 Meter Out of Service. If any meter used to determine volume from Customer is out of service or out of repair so that the amount of wastewater metered cannot be ascertained or computed from the reading thereof, the wastewater delivered through the period such meter is out of service or out of repair shall be estimated and agreed upon by the Parties on the basis of the best data available. The basis for estimating such flow includes, but is not limited to, extrapolation of past patterns of flow for said metering station under similar conditions. If Parties cannot reach agreement on the extrapolated estimate of wastewater volume delivered, then agreement on the flow volume will be determined by § 24.4 dispute resolution.

6.9 Wastewater Strength Sampling. Fort Worth shall periodically sample and test the wastewater at the metering and sampling facilities or other agreed upon sampling points for the purposes of billing for the Wastewater Strength. Unless otherwise agreed in writing, sampling and testing of wastewater shall occur three times per year. To determine the Wastewater Strength, Fort Worth shall collect twenty-four (24) hour flow-weighted composite samples for a period of not less than five (5) consecutive twenty-four (24) hour periods. Fort Worth will provide Customer with a minimum of seven (7) day advance notice of intent to sample, or such notice as is sufficient to allow Customer to arrange the services of a qualified laboratory. If, at the request of Customer or at the request of the Director, more extensive sampling and testing is desired, it shall be paid for by the Party making the request and shall be done in compliance with this **Article 6**. If Customer requests such additional sampling and testing, then Fort Worth shall invoice Customer and payment shall be made within ten (10) days after receipt of invoice. The notice required in this section shall include the planned dates, times, and location(s) of sampling. Fort Worth shall analyze the samples collected in accordance with standard methods. Customer may be present during the initial setup of sampling equipment and at the time of pickup for each twenty-four (24) hour composite sample. Fort Worth agrees, if requested, to split the wastewater samples with Customer.

6.10 Compliance Monitoring. If in the opinion of the Director, compliance monitoring is required, the Director may order that additional monitoring be performed with or without prior

notice to Customer. Such compliance monitoring is to be in addition to the periodic sampling and testing set forth in § 6.9. All information obtained as a result of such compliance monitoring shall be provided to the Customer upon request. Fort Worth will provide notice of such compliance monitoring to Customer within a reasonable time thereafter.

6.11 System Cost. Costs incurred by Fort Worth under this **Article 6** will be a System Cost.

ARTICLE 7. Rates and Charges

7.1 Method of Rate Determination.

7.1.1 Wholesale wastewater rates will be based upon an annual cost-of-service rate study, with a rate study conducted every three years by an independent utility rate consultant as provided for in § 7.1.4. The independent utility rate consultant shall be selected by the Director from a list of qualified firms submitted to the Director by the Wholesale Wastewater Advisory Committee. All firms to be considered must identify all employees previously employed by the City of Fort Worth within 5 years of the submittal date. All cost-of-service studies shall be conducted utilizing the utility cost basis of determining revenue requirements applicable to the wholesale customer class and shall be a System Cost.

7.1.2 The System Cost (i.e., the cost-of-service for the wholesale customer class) shall include allocated reasonable and necessary operation and maintenance expense; depreciation expense; a fair and reasonable return on allocated capital facilities as provided in § 7.1.3; general and administrative costs; commodity charges; the cost of treating wastewater, including Inflow and Infiltration; TRA Contract charges; Street Rental (calculated as provided in § 1.34); and Payment In Lieu of Taxes ("PILOT" calculated as provided in **Exhibit C**). To determine the allocation and distribution of costs to the wholesale customer class, the independent utility rate consultant shall consider at least the following factors: total volume, rate of flow, Wastewater Strength, metering, and customer related costs such as accounting, billing, monitoring, and pretreatment and SIU permitting. Capital related costs will consist of depreciation expense and return on original cost rate base. The "rate base" shall consist of all allocated capital facilities, net of depreciation and contributions, and shall include construction work in progress, a reasonable allowance for working capital, and a reasonable inventory of materials and supplies necessary for the efficient operation of the Fort Worth System. The methodology shall be that used in the most recent wholesale wastewater rate study completed and approved by the Fort Worth City Council before the Effective Date, which Customer acknowledges having received prior to executing this Agreement. Records of the original cost and the accumulated depreciation of all capital facilities shall be maintained in the Fort Worth computerized asset tracking system. These records shall be available for inspection at the Fort Worth Water Department during reasonable business hours upon request by Customer.

- 7.1.3 Fort Worth shall be allowed to earn and recover in rates a rate-of-return on the rate base as described in § 7.1.2. That rate of return shall be equal to the weighted average imbedded cost of outstanding debt plus one and one-half percent (1-1/2%). The Parties agree that this rate of return is reasonable.
- 7.1.4 Every three years, beginning with Fiscal Year 2020, a detailed wholesale wastewater rate study will be performed by an independent utility rate consultant selected by the Director in conformance with § 7.1.1. The same methodology used in the immediate previous rate study will be utilized by the rate consultant so selected. In the interim Fiscal Years between detailed rate studies, Fort Worth will adjust wholesale wastewater rates annually, using the same methodology as the last detailed rate study, and will utilize the actual operating data for the twelve (12) month period ending September 30th of the prior year, adjusted for all known and measurable changes in cost data that may have occurred since the last audited financial statement. Such adjustments should allow for year-end trending and the spreading of non-recurring expenses over an appropriate benefit period.
- 7.1.5 Changes in the wholesale wastewater rate methodology will be allowed if recommended by a majority vote of the Wholesale Wastewater Advisory Committee and approved by the Fort Worth City Council. For purposes of this § 7.1.5, a majority is defined as any combination of Fort Worth wholesale customers that generated more than fifty percent (50%) of the wholesale wastewater flows into the Fort Worth System during the immediate past Fiscal Year.

7.2 Initial Rates. The rates and charges as of the Effective Date shall be those calculated by the most recent wholesale wastewater cost of service study and adopted by the Fort Worth City Council to take effect during the current Fiscal Year, and include the Volume Charges, Wastewater Strength Charges (per pound of BOD and TSS) and Monthly Customer Charges.

7.3 Billing and Payment. Bills for wastewater service under this Agreement shall be rendered to Customer monthly by Fort Worth, and shall be due and payable by Customer not more than thirty (30) days from the billing date. The bills will show current charges, as well as past-due charges, if any. Current charges are the amount due for wastewater services provided since the prior billing period. Past-due charges shall be the total amount unpaid from all prior billings as of the current billing date. Payments received by Fort Worth shall first be applied to the past-due charges, if any, and thereafter to the current charges.

7.4 Billing Dispute. If Customer disputes a bill and is unable to resolve the difference informally, Customer shall notify the Director in writing. If the Director and Customer are unable to resolve the disputed bill, agreement on the bill will be determined by § 24.4 dispute resolution procedures. Dispute of a bill is not grounds for non-payment. If a bill or other payment is not paid as specified in this Agreement, a finance charge of ten percent (10%) per annum will be calculated from the date which the payment was required to be made. If a billing adjustment is agreed upon or otherwise established by dispute resolution, then the amount found to be overcharged will be credited to Customer's account together with an interest charge of ten

percent (10%) per annum calculated from the date Fort Worth received payment of the disputed bill.

7.5 Services are Essential and Necessary. The Parties agree that services obtained pursuant to this Agreement are essential and necessary to the operation of Customer's System and that all payments made by Customer hereunder shall constitute reasonable and necessary operating expenses of Customer's System within the meaning of § 1502.056 of the Texas Government Code and the provisions of any and all ordinances of Customer authorizing the issuance of any revenue bonds of Customer which are payable from its waterworks and wastewater systems.

7.6 Customer to Collect Sufficient Revenues. Customer agrees, throughout the term of this Agreement, to fix and collect such rates and charges for wastewater service to be supplied as will produce revenues in an amount equal to at least (i) all of operation and maintenance expenses of such system, including specifically its payments under this Agreement; and (ii) all other amounts as required by law and the provisions of the ordinances or resolutions authorizing its revenue bonds or other obligations now or hereafter outstanding, including the amounts required to pay all principal of and interest on such bonds and other obligations.

7.7 Customer to Adopt User Charge. Customer specifically agrees to adopt and maintain in effect for the life of this Agreement an ordinance providing for a user charge system in full accord with relevant EPA and TCEQ regulations

7.8 Rate Adjustments. Customer understands that Fort Worth City Council has the right to annually revise the rates charged to cover all reasonable, actual, and expected costs. Revision of rates shall be pursuant to the provisions set forth in this Agreement. Fort Worth shall give Customer a minimum of six (6) months notice of intent to revise rates. Fort Worth will furnish members of the Wholesale Wastewater Advisory Committee a draft copy of the cost-of-service study of the proposed rates sixty (60) days prior to Fort Worth submitting a rate increase request to its City Council. Within thirty (30) days of receiving the draft study, the Wholesale Wastewater Advisory Committee will submit its written comments on the draft study to Fort Worth, and Fort Worth will respond to these comments as soon thereafter as possible. If the Wholesale Wastewater Advisory Committee has not provided its written comments within said period, the Wholesale Wastewater Advisory Committee is deemed to have accepted the proposed rates contained in the draft study, and Customer agrees that it will be bound by the rates as approved by the Fort Worth City Council. The rates approved by the Fort Worth City Council shall be the rates to be used in this Agreement for the succeeding Fiscal Year.

7.9 Wholesale Services Purchased by Fort Worth. Fort Worth purchases wholesale wastewater services under the terms of the TRA Contracts. Any future wholesale contracts between Fort Worth and a regional wastewater utility service provider that may be needed for Fort Worth to properly operate its System or meet the needs of its retail and wholesale wastewater customers will be included in calculating the System Cost as provided in § 7.1.2 in a similar manner as the TRA Contract charges.

ARTICLE 8. Industrial Connection and Monitoring

8.1 Additional Connections. Customer agrees that it will not permit any Significant Industrial User within its jurisdiction to connect directly or indirectly either to the Customer System or to the Fort Worth System without at least ninety (90) days' prior written notice to the Director of such intent to connect. Customer shall provide the Director with such information pertaining to volume and composition of flow as may be requested by the Director.

8.2 Quality. Customer agrees to conduct any and all monitoring, sampling and inspection of Customer System and Industrial Users as necessary to insure that Industrial Waste introduced into the Customer System meets the quality standards set out in § 9.3. Upon request to Customer, a representative of Fort Worth will be permitted to observe Customer's collection of samples from Industrial Users, and Customer agrees to furnish Fort Worth separate duplicate samples for independent testing, and, upon request, to provide the Director sample analysis results and pretreatment records.

8.3 Sampling and Industrial User Disconnections. Customer agrees that Fort Worth shall have the right to sample wastewater at all Points of Entry and such other locations as may be mutually agreed in writing by both Parties for the purpose of determining the volume and quality of wastewater entering the Fort Worth System. Customer agrees to disconnect from the Customer's System any Industrial User found to be in violation of allowable discharges or who refuses access to its facilities for the purpose of sampling wastewater being discharged into the Customer System; provided, however, that the disconnected Industrial User shall be afforded the same rights, privileges of appeal and deficiency cure periods as are Industrial Users operating within Fort Worth's jurisdiction.

8.4 Questionable or Prohibited Discharges. Following Fort Worth's notice to the Customer, Customer shall grant to Fort Worth the right to enter Customer's jurisdiction if Fort Worth has information or evidence that questionable or prohibited discharges are entering the Fort Worth System from the Customer System. Customer agrees to assist Fort Worth in investigating such discharges and in locating and eliminating any prohibited discharges.

ARTICLE 9. Wastewater Quality

9.1 Industrial Wastes. The potential effects of certain types of Industrial Wastes upon sewers and sewage treatment processes require careful consideration of each industrial connection, and is of concern both to Fort Worth and the Customer. Accordingly, Customer shall regulate the discharge of Industrial Waste as required by this **Article 9**.

9.2 Customer Wastewater Quality Ordinance. Customer agrees that on or before thirty (30) days from date of execution of this Agreement it shall enact and cause to be enforced an ordinance or resolution enabling Customer to enforce within its jurisdiction regulations governing industrial waste that are at least as stringent as the provisions of the current Fort Worth City Code Ch. 12.5, Articles VI (Industrial Wastewater) and VII (Liquid Waste) and any necessary and reasonable amendments thereto, and state and applicable federal regulations relating to 1) discharged substances; 2) prohibited discharges; 3) pretreatment requirements; 4) industrial discharge permitting system; and 5) industrial self-monitoring reports. Customer

agrees to enact and enforce ordinances or any amendments to these Fort Worth Code Articles, or any future Fort Worth ordinances relating to Industrial Waste discharges, prohibited or controlled wastes or pretreatment requirements and such amendments and future ordinances shall become incorporated as additional exhibits to this Agreement; provided, however, Fort Worth shall provide Customer with a copy of such proposed ordinances or amendments at least sixty (60) days prior to the presentation of such ordinances or amendments to the Fort Worth City Council during which time Customer shall have an opportunity to review same. Customer shall adopt and enforce such proposed ordinances or amendments no later than the effective date of the Fort Worth ordinance or amendment.

9.3 Customer Wastewater Quality. Customer agrees that the quality of the wastewater discharged into the Customer System shall be equal to or better than the quality standards established by Fort Worth City Code Ch. 12.5, Articles VI (Industrial Wastewater) and VII (Liquid Waste) or any amendment adopted pursuant to Section § 9.2.

9.4 Customer SIU Permits. Customer shall require all Significant Industrial Users within its jurisdiction that ultimately discharge into the Fort Worth System to apply for and obtain a permit from Customer allowing such discharge. Such permit shall require SIUs to abate prohibited substances from their discharge as a condition to discharging wastewater into the Customer System. The permit application shall contain, as a minimum, the following information required by **Fort Worth City Code § 12.5-632** (or other information as the section may require upon amendment from time to time):

- 9.4.1 All information required by Fort Worth City Code § 12.5-651;
- 9.4.2 Description of activities, structures, equipment and plant processes on the premises, including a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the Customer System;
- 9.4.3 Number and type of employees, hours of operation, and proposed or actual hours of operation;
- 9.4.4 Each product produced by type, amount, process or processes and rate of production;
- 9.4.5 Type and amount of raw materials processed (average and maximum per day);
- 9.4.6 Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains and appurtenances by size, location and elevation, and all points of discharge;
- 9.4.7 Time and duration of discharges; and
- 9.4.8 Any other information as may be deemed necessary by the Director to evaluate the wastewater discharge or the discharge permit application.

Customer shall provide Fort Worth a copy of such application and permit, if issued, within fourteen (14) days after issuance.

ARTICLE 10. Resale of Wastewater Services and Large Volume Retail Customers

10.1 No Service Outside the Customer's Service Area. Customer shall not provide any wastewater service to retail or wholesale customers outside of its Service Area unless it obtains the express written consent of the Director and an amendment to its Service Area for the proposed service, and such consent may also require additional improvements as provided in § 4.3. Customer shall not share its wastewater facilities with any other governmental or corporate entity outside of the Customer's Service Area without the express written consent of Fort Worth. Fort Worth neither recognizes nor approves any existing agreements between Customer and any developer, landowner, governmental entity, industrial customer or other large-volume customer for existing or projected wastewater service outside of the Customer's Service Area, unless authorized by Additional Terms attached as **Exhibit D** and shown on the Service Area map attached as **Exhibit A**.

10.2 Large Volume Users. Unless Customer obtains the prior written consent of the Director, the Customer shall not provide or agree to provide future wastewater service within its Service Area to any developer, landowner, governmental entity, industrial customer or other large-volume customer for existing or projected wastewater flows that would exceed 500,000 gallons per day to be served through the Fort Worth System. The Director agrees that consent for such wastewater service within the Customer's Service Area shall not be unreasonably withheld, but may require improvements as provided in § 4.3. The consent required by this § 10.2 does not replace and is in addition to other requirements of this Agreement, including **Articles 8 & 9** for industrial connections.

10.3 Wholesale Customer Compliance. If Customer has Fort Worth's consent to provide any wholesale wastewater service through the Fort Worth System, Customer shall require its wholesale customers: to comply with **Article 8** (Industrial Connection and Monitoring), **Article 9** (Wastewater Quality) and **Article 22** (Impact Fees) of this Agreement, and any other provisions of the Agreement required by the Director, and to enact and enforce any and all ordinances necessary to comply with these requirements.

ARTICLE 11. Infiltration and Inflow

11.1 Prevention. The Customer covenants and agrees that it has an obligation to prevent Infiltration and Inflow into its System and then into the Fort Worth System. Customer further covenants and agrees to maintain strict supervision and maintenance of its System to prevent connections through which surface drainage can enter ultimately into the Fort Worth System, and to employ best management practices to reduce Inflow and Infiltration to the extent practicable. Customer shall not make, nor shall it permit to be made, any connection which will contribute storm water run-off from rainwater spouts, rainwater areas, streets, gutter drains or other source into its System.

11.2 Standards for Customer's Retail Connections. Customer covenants and agrees that all sewer connections within its jurisdiction that ultimately enter into the Fort Worth System shall be constructed in accordance with applicable specifications and standards that are equal to or more protective than those of the Fort Worth Water Department.

11.3 Customer Overflows. If Customer reports any sewer overflow to TCEQ containing any reference in the report to Fort Worth's System or Fort Worth's Wastewater Permits, then Customer shall send a Notice to Fort Worth with an attached copy of the report at the same time that it sends the report to TCEQ.

ARTICLE 12. Sludge Disposal

Customer recognizes the importance of utilizing sludge in a timely and proper manner. Customer will cooperate with Fort Worth in any environmentally sound sludge utilization program meeting federal and state standards within the Customer's Service Area.

ARTICLE 13. Wastehaulers

Customer agrees to adopt the North Central Texas Council of Government's model ordinance, or one similar to it, regulating liquid wastehaulers within Customer's Service Area. At a minimum such ordinance shall require liquid wastehaulers to be permitted and provide for a manifest system. Further, the Customer's ordinance shall prohibit the introduction of liquid waste, including waste from septic tanks and chemical toilets, into the Customer System, directly or indirectly.

ARTICLE 14. Reports and Records

14.1 Data and Information. If requested by the Director, and/or Customer, the other Party shall provide quarterly the following:

- 14.1.1 Actual number of customer accounts discharging directly or indirectly into the Fort Worth System and/or Customer System within the Customer's Service Area;
- 14.1.2 Classification of Domestic Accounts and Non-Domestic Accounts within its Service Area by number and percentage of accounts discharging directly or indirectly into the Fort Worth System and/or Customer System within the Customer's Service Area.
- 14.1.3 Customer's contracts for wastewater services from all providers other than the Fort Worth System, including collection and treatment contracts with other entities;
- 14.1.4 Customer's Water and Wastewater Master Plans, Capital Improvements Plans and Land Use Plans; and

- 14.1.5 Additional data which may assist Fort Worth and/or Customer in developing methodology for cost of service studies and Impact Fees; provided, however, that Fort Worth shall not request data that will require Customer to incur unreasonable expenses in providing such data.

ARTICLE 15. Notices

15.1 Required Notice. Except in the case of an Emergency, any notice or other communication that is required, given or provided for under this Agreement shall be in writing, and addressed as follows:

To Fort Worth: Water Director
 City of Fort Worth
 200 Texas Street
 Fort Worth, TX 76102

To Customer: City Manager
 City of Kennedale
 405 Municipal Drive
 Kennedale, Texas 76060

With an additional copy to be given to a Customer representative, if designated in writing by Customer.

15.2 Delivery and Receipt. Notice shall be either (a) delivered personally, (b) sent by United States certified mail, postage prepaid, return receipt requested, (c) placed in the custody of a nationally recognized overnight carrier for next day delivery, or (d) sent via telecopy or facsimile (fax) transmission. Notice shall be deemed given when received if delivered personally or sent via telecopy or facsimile transmission with written confirmation of receipt; forty-eight (48) hours after deposit if sent by mail; and twenty-four (24) hours after deposit if sent by nationally recognized overnight carrier for next day delivery. If requested by Fort Worth or Customer, notices shall also be sent to specified email addresses.

15.3 Change of Address Notices. Each Party shall provide notice in writing, as provided in § 15.1 of any change in its address.

ARTICLE 16. Inspection and Audit

Complete records and accounts required to be maintained by each Party shall be kept for a period of five (5) years. Each Party shall at all times, upon notice, have the right at reasonable times to examine and inspect said records and accounts during normal business hours; and further, if required by any law, rule or regulation, make said records and accounts available to federal and/or state auditors.

ARTICLE 17. Ownership and Liability

17.1 Ownership. No provision of this Agreement shall be construed to create any type of joint or equity ownership of any property, any partnership or joint venture, nor shall same create any other rights or liabilities and Customer payments (whether past, present, or future) will not be construed as granting Customer partial ownership of, pre-paid capacity in, or equity in the Fort Worth System.

17.2 Liability. Liability for damages arising out of the receipt, transportation, delivery, storage, treatment, handling and/or disposal of all wastewater discharged into the Fort Worth System shall remain with the Customer, together with title to the wastewater, until the wastewater passes through the Point of Entry. Thereafter, Fort Worth shall have liability for damages arising out of the receipt, transportation, delivery, storage, treatment, handling and/or disposal of all wastewater discharged into the Fort Worth System, save and except that title to, and liability for a discharge from the Customer's System that violates this Agreement shall remain with the Customer. Each Party agrees to save, release and hold harmless the other Party from all claims, demands, and causes of action, damages, losses and costs, fines and expenses, including reasonable attorneys' fees, and all response, remediation and corrective action costs (collectively "Liabilities") that may be asserted by anyone, including state and federal administrative agencies, at any time on account of the contents, transportation, delivery, reception, storage, treatment handling and/or disposal of the wastewater while it is in the control of such Party, except that Customer shall save, release and hold harmless Fort Worth from all Liabilities that may be asserted by anyone at any time on account of any discharge originating in the Customer System that does not comply with the terms of this Agreement, even if the liability arises out of Fort Worth's strict liability. To the extent that the liability of Fort Worth is attributable to wholesale customer discharges, but cannot be attributed to a specific wholesale customer, the liability shall be a System Cost. This covenant is not made for the benefit of any third party.

17.3 Independent Contractors. Contracts made and entered into by either Customer or Fort Worth for the construction, reconstruction or repair of any Delivery Facility shall include the requirement that the independent contractor(s) must provide adequate insurance protecting both the Customer and Fort Worth as co-insured. Such contracts must also provide that the independent contractor(s) covenant to indemnify, hold harmless and defend both the Customer and Fort Worth against any and all suits or claims for damages of any nature arising out of the performance of such contracts.

ARTICLE 18. Compliance with Permit Conditions

Customer acknowledges that Fort Worth is the holder of discharge permits issued by the United States and the State of Texas. Customer agrees that it will comply with all permit conditions in any way relating to the collection system and the discharge into the Fort Worth System. Customer agrees, that if a fine is assessed against Fort Worth for any violation of any permit condition, and the violation is attributable to any act of omission or commission by Customer, that it shall indemnify and hold Fort Worth harmless from all Liabilities that result from the omission or commission by the Customer as provided in § 17.2. If the permit violation cannot be attributed to any specific customer or if the Liabilities are not reimbursed by the responsible

customer for any reason then, to the extent that the fines and expenses are attributable to wholesale customers, such fine is a System Cost.

ARTICLE 19. Term

This Agreement expires on September 30, 2037. It may be renewed on terms mutually agreeable to the Parties.

ARTICLE 20. Force Majeure

20.1 Notice and Suspension. If by any reason of force majeure either Party shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, other than the obligation of the Customer to make payments required under this Agreement, then if such Party shall give notice and full particulars of such force majeure in writing to the other Party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such Party shall endeavor to remove or overcome such inability with all reasonable dispatch.

20.2 Definition. The term "force majeure," as used in this Article, means acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of wastewater collection, transportation, storage or treatment facilities, and inability on the part of Fort Worth to provide the wastewater services hereunder or of the Customer to deliver wastewater hereunder on account of any other cause not reasonably in the control of the Party claiming such inability.

ARTICLE 21. Breach, Termination and Other Remedies

21.1 Termination by Mutual Consent. This Agreement may be terminated in whole or in part by the mutual consent of Customer and Fort Worth. Fort Worth's decision on whether to consent to termination remains within its sole discretion; however, before consenting to termination, Fort Worth shall consult with WCAC regarding the circumstances of the proposed termination.

21.2 Termination for Material Breach. Notwithstanding anything in this Agreement to the contrary, any material breach by either Party to perform any of its duties or obligations under this Agreement, or to faithfully keep and perform any of the terms, conditions and provisions of this Agreement, shall be cause for termination of this Agreement by the non-breaching Party in the manner set forth in this § 21.2. Upon such breach, the non-breaching Party may notify the breaching Party of the non-breaching Party's intention to terminate this Agreement if the breaching Party fails to cure such breach within ninety (90) days from the date of the notice. The notice must include a reasonable description of the breach. The non-breaching Party shall notify the breaching Party in writing upon acceptance of the cure of any breach. If by the ninetieth (90th) day the breaching Party fails or refuses to cure such breach pursuant to the terms and

conditions of this Agreement, then the non-breaching Party shall have the right to terminate this Agreement with six months additional notice to the breaching Party.

21.3 Termination for Repeated Breach. Upon a second (or any repeated) breach of a similar nature by a Party and irrespective of any cure of such breach, the non-breaching Party may, after six (6) months notice to the breaching Party, terminate this Agreement. That notice must be provided within a reasonable time after the repeated breach that is the basis for the termination.

21.4 Material Breach. The following breach, default or failure to perform a duty or obligation under this Agreement is a material breach:

- a. Failure to adopt and enforce any ordinance that the Customer is required by this Agreement to adopt and enforce;
- b. Failure to pay any bill, charge, or fee as required by this Agreement, including Impact Fees.
- c. Connecting to or discharging into the Fort Worth System at any point that is not expressly authorized under the terms of this Agreement;
- d. Failure to provide Fort Worth ingress and egress for purposes of sampling or operation and maintenance of any Customer Point of Entry, including the metering and sampling facility;
- e. Failure to permit any sampling of wastewater authorized by this Agreement, whether at the point of connection or within the Customer's System;
- f. Failure to provide to Fort Worth the rights-of-way that Customer is required to provide under the terms of this Agreement;
- g. Failure to investigate discharges or disconnect Industrial Users of Customer pursuant to **§§ 8.3 and 8.4**;
- h. Failure to comply with **Article 9** (Wastewater Quality), including failure to maintain the required quality of discharge and failure comply with the requirements pertaining to SIU;
- i. Failure to comply with **Article 10** (Resale of Wastewater Services and Large Volume Retail Customers); or
- j. Failure to comply with **Article 18** (Compliance with Permit Conditions).

All other breaches are deemed to be non-material.

21.5 Notice and Cure. In the event of a material or non-material breach, default or failure to perform a duty under this Agreement, the non-breaching Party may send a notice of such default to the breaching Party. The notice must include a reasonable description of the breach. If the breaching Party fails to cure the breach, default or failure within 60 days of that notice, then the non-breaching Party may give the breaching Party a second notice of its failure to cure the breach. Failure to cure the breach within 30 days after the second notice shall constitute a repeated breach, and may result in termination of this Agreement as provided in **§ 21.3** for repeated breach. Fort Worth may, upon breach by a Customer, surcharge the Customer an amount developed and calculated by Fort Worth intended to reimburse Fort Worth for any damages each month, including 10% interest, until Customer cures that breach. Because failure to perform obligations under this Agreement cannot be adequately compensated in money damages alone, the Parties shall have available to them the equitable remedy of specific performance in addition to any other legal or equitable remedy as may be provided by law.

21.6 Notice and Cure for Nonpayment of Impact Fees. If the breach is based on the non-payment or underpayment of Impact Fees, then the Customer shall pay Fort Worth the amount of the non-payment or under-payment within 60 days of the notice required by §§ 21.2 or 21.5, plus interest at a rate of 10% of the amount owed, accruing from the time at which the payment was due. An additional charge of \$500.00 will be added if no Impact Fee report was filed.

21.7 Notice and Cure for Breach of SIU Obligations. If Customer breaches its obligations to enforce the provisions of §§ 9.2 or 9.4, then the § 21.2 90-day notice provisions do not apply and the Director, in his sole discretion, may send a notice setting the time in which the Customer shall cure the breach, and may surcharge Customer an amount developed and calculated to reimburse Fort Worth for any damages each month, including 10% interest, until Customer cures that breach. If Customer fails or refuses to cure the breach within the stated time then, in addition to other remedies available under this Agreement, Fort Worth shall have the right to declare this Agreement terminated after six (6) months additional notice to Customer.

21.8 Effect of Termination. Upon termination of this Agreement under this **Article 21**, all rights, powers, and privileges of Customer and Fort Worth under this Agreement shall cease and terminate, and neither Party shall make any claim of any kind whatsoever against the other Party, its agents or representatives, by reason of termination or any act incident to termination, if the terminating Party acted reasonably and the termination was not unreasonable, or arbitrary and capricious. If this Agreement is not renewed before it expires, and the Parties are negotiating in good faith regarding the provisions of a new agreement, then the Parties may extend the date for termination, in writing that refers to this § 21.8 and is signed by both Parties. If this Agreement is not renewed, or if the Agreement is terminated by one of the Parties pursuant to this **Article 21**, then this Agreement requires Customer to develop alternative or replacement wastewater services before the expiration or termination of this Agreement; this requirement may be enforced by the equitable remedy of specific performance, sought by court order, in addition to any other legal or equitable remedy as may be provided by law. No continuation of the service obligation exists or will be implied after expiration or termination.

21.9 No Waiver by Fort Worth. Any failure by Fort Worth to terminate this Agreement, or the acceptance by Fort Worth of any benefits under this Agreement, for any period of time after a material breach, default or failure by Customer shall not be determined to be a waiver by Fort Worth of any rights to terminate this Agreement for any subsequent material breach, default or failure.

21.10 No Waiver by Customer. Any failure by Customer to terminate this Agreement, or the acceptance by Customer of any benefits under this Agreement, for any period of time after a material breach, default or failure by Fort Worth shall not be determined to be a waiver by Customer of any rights to terminate this Agreement for any subsequent material breach, default or failure.

ARTICLE 22. Impact Fees

22.1 Calculation of Impact Fees

- 22.1.1 The amount of the Impact Fee to be paid by Customer shall be based upon the size of water meter and shall be equal to the amount of the Impact Fee adopted by Fort Worth and collected for the same size water meter and type of connection within the jurisdiction of Fort Worth. However, regardless whether the connection would qualify as "new development" for purposes of the Customer's System, the Impact Fee due to Fort Worth shall include an amount equal to the Impact Fee for each connection not only to new construction, but also to existing structures or connections not previously served through the Fort Worth System, for example those taken off septic systems or diverted from other city, developer or homeowner wastewater systems
- 22.1.2 The dollar amount of the Impact Fee shall be consistent with the Fort Worth ordinance adopting Impact Fees in accordance with all applicable state and federal regulations, including Chapter 395, and its calculation shall include only those costs allowed under § 395.012 (or its amended or successor statute) that are associated with Capital Improvements necessary to provide service to new development.
- 22.1.3 Nothing in this Agreement shall be deemed to prevent either Fort Worth or Customer from charging their own retail customers an Impact Fees that differs from the Impact Fee amount authorized by this Agreement.

22.2 Payment of Impact Fees.

- 22.2.1 On a quarterly basis, Customer shall pay to Fort Worth an Impact Fee for each new, enlarged or newly served connection for wastewater service made within Customer's Service Area served by the Fort Worth System.
- 22.2.2 As part of the Customer's application to Fort Worth for any new Point of Entry, and before construction of the facilities required for the Point of Entry, Customer shall pay to Fort Worth an amount equal to the Impact Fee for each existing sewer connection that will flow through the new or enlarged Point of Entry when it is first completed, and is not currently being served by the Fort Worth System. Upon connection of the new Point of Entry, Customer shall pay all unpaid Impact Fees for connections made since the initial payment with the application, and begin quarterly payments for additional connections to the Point of Entry as required in § 22.2.1.

22.3 Use of Impact Fees. As required by Chapter 395, Fort Worth agrees that all money remitted to it pursuant to this **Article 22** will be placed in an interest bearing account to pay only for the cost of constructing Capital Improvements included in Fort Worth's Chapter 395 capital improvements plan, and will not be used for operation and maintenance expenses. Once expended, such funds and all interest earned thereon will be considered a "contribution" for rate

setting purposes only. To the extent that the cost of any Capital Improvement is recovered through Impact Fees, it shall not be included in the System Cost.

22.4 Impact Fee Report. Customer shall provide to Fort Worth information that relates to the making of new and/or enlarged connections within its jurisdiction as may be requested by the Director, including building permits, with each quarterly payment required in this **Article 22**.

22.5 No Waiver. Neither Fort Worth nor Customer shall waive any Impact Fee due from new or enlarged connections to its respective system within its jurisdiction. However, either Fort Worth or Customer may pay such Impact Fee into the interest bearing Impact Fee account required by § 22.3.

22.6 Customer Impact Fee Committee ("CIFIC"). The Wholesale Wastewater Advisory Committee created pursuant to **Article 23** shall select five (5) of its members to a subcommittee to be known as the Customer Impact Fee Committee ("CIFIC"). As required by Texas Local Government Code § 395.052, at least every five (5) years Fort Worth will update the land use assumptions and capital improvements plan upon which the Fort Worth Impact Fees are based, or make the determination under Chapter 395 that no update is required. Fort Worth shall submit a copy of the annual report of Fort Worth Impact Fee projects and expenditures to the Wholesale Wastewater Advisory Committee Rate Subcommittee. Every five years in conjunction with Fort Worth's updates, the CIFIC shall submit a list of qualified engineers or planning consultants to the Director, and the Director shall select a consultant from such list to assist Fort Worth in developing land use assumptions, identifying capital improvements, and formulating capital improvement plans and Impact Fees. The consultant shall be responsible to Fort Worth and its citizen's advisory committee, but shall also report to the CIFIC. The cost of the consultant shall be deemed a System Cost, to the extent that its work pertains to the wholesale customer class, and except to the extent that such cost is recovered through Impact Fees. If the CIFIC fails to submit a list of consultants to Fort Worth, Fort Worth shall select the consultant.

22.7 Capital Improvements Plan. Fort Worth agrees that only the Capital Improvements as defined in § 1.4 shall be included in the capital improvements plan for the purpose of determining Impact Fees; provided however, Fort Worth may include other capital improvements for the purpose of determining Impact Fees to its own retail customers. Fort Worth shall not be required to include all of its capital improvements in its Chapter 395 capital improvements plan. The CIFIC shall be responsible for working with Fort Worth and its consultants to determine the Capital Improvements to be included in the calculation of any Impact Fees. The CIFIC shall recommend to the Wholesale Wastewater Advisory Committee which Capital Improvements should be included in the calculation of any Impact Fees. The CIFIC shall also meet with Fort Worth's citizen advisory committee as such citizen's advisory committee reviews and considers land use assumptions, the capital improvements plan and Impact Fees.

22.8 Dissemination of Documents. Prior to the adoption of any land use assumptions, capital improvements plan, or Impact Fees assessed by Fort Worth, the CIFIC shall be furnished a copy of the proposed land use assumptions, capital improvement plans or Impact Fees at least thirty (30) days prior to any scheduled hearing thereon. Any revised Impact Fee adopted pursuant to

such updated capital improvements plan shall not take effect for a period of at least ninety (90) days after adoption by Fort Worth.

22.9 Current Impact Fees. Customer agrees to pay Impact Fees in the amounts determined pursuant to this **Article 22**. On the Effective Date, those impact fees are the Impact Fees most recently adopted by the Fort Worth City Council before the Effective Date. Thereafter the Impact Fees are those in effect by Fort Worth ordinance at the time the new or enlarged connection is made, or additional retail customers are added to Customer System flows that enter the Fort Worth System.

22.10 Changes to Chapter 395. Fort Worth and Customer agree that the methodology for the calculation of Impact Fees required by this Agreement shall be consistent with the methodology prescribed by Chapter 395. If that statutory methodology is amended or replaced by a new statute, the Wholesale Wastewater Advisory Committee may engage legal counsel to work with Fort Worth to propose amendments to this Agreement to conform it to such amendment or new statute. The reasonable cost of such legal counsel shall be a System Cost.

ARTICLE 23. Wholesale Wastewater Advisory Committee

Customer's governing body shall annually appoint a representative to be a voting member of the Wholesale Wastewater Advisory Committee which Committee is hereby created and established and whose purpose shall be to consult with and advise Fort Worth, through the Director, on matters pertaining to planning, improvements, grants, rate studies, budgets, administration, and additional wholesale customers, whether same be wholesale customers of Customer or Fort Worth. The Committee, at its first meeting, shall elect a Chairman, Vice Chairman and Secretary. The Committee may establish bylaws governing the election of officers, meeting dates and other matters pertinent to its functioning.

ARTICLE 24. Miscellaneous

24.1 Favored Nations. Fort Worth and Customer agree that if Fort Worth should enter into any future Agreement for supplying wholesale wastewater service to any municipality under more favorable terms or conditions than set forth herein, this Agreement shall be amended to provide the same terms and conditions with respect to the wastewater service to be provided to Customer under this Agreement.

24.2 Subject to Laws and Permits. This Agreement is subject to all applicable federal and state laws and any applicable permits, amendments, orders, or regulations of any state or federal governmental authority having or asserting jurisdiction, but nothing contained in this Agreement shall be construed as a waiver of any right to question or contest any such law, order, rule or regulation in any forum having jurisdiction. Customer agrees to abide by any changes in this Agreement made necessary by any new, amended, or revised state or federal regulation; however the Parties may not enact rules or laws that conflict with this Agreement.

24.3 Entry on Customer's Premises. Upon prior notice by the Director, Customer shall allow any duly authorized employee of Fort Worth who presents proper credentials to access any

premises located within Customer's Service Area or served by Customer as may be necessary for the purpose of inspections and observation, measurements, sampling and testing and/or auditing, in accordance with the provisions of this Agreement. Customer may elect to accompany the Fort Worth representative. To the extent permitted by law, Fort Worth agrees to be responsible to Customer for any damage or injury to person or property caused by the negligence of such duly authorized employee while such employee is in the course and scope of their employment.

24.4 Alternative Dispute Resolution.

24.4.1 The Parties shall endeavor, but only to the extent permitted by applicable law and at no additional cost to Customer, to settle all disputes arising out of or relating to this Agreement by amicable negotiations.

24.4.2 Any and all disputes arising out of or relating to this Agreement that cannot be resolved informally will be submitted to mediation. The place of mediation shall be in Tarrant County, Texas. A mediator shall be jointly agreed to by both Parties, and the mediator selected shall have expertise in the purchase of wastewater treatment services. Either Party may apply for injunctive relief until the mediation decision is rendered or the controversy is otherwise resolved. Either Party may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that Party, pending the Parties' mediated resolution of the controversy. Each Party shall initially bear its own costs and expenses; however, unless otherwise agreed in mediation, Fort Worth's costs in mediation, including expenses, reasonable attorneys' fees and other costs, shall be a System Cost. Nothing occurring during mediation shall be considered evidence in court.

24.4.3 If mediation is not successful, either Party may commence litigation to resolve the dispute. Fort Worth's litigation costs shall be a System Cost.

24.5 Inspection and Audit. Complete records and accounts required to be maintained by each Party shall be kept for a period of five (5) years. Each Party shall at all times, upon notice, have the right at reasonable times to examine and inspect said records and accounts during normal business hours; and further, if required by any law, rule or regulation, make said records and accounts available to federal and/or state auditors. The responding Party shall make the records available promptly upon request.

24.6 Use and Sale of Treated Effluent. Customer agrees that Fort Worth has the right to own and to use or sell any effluent produced from the Customer's wastewater as a result of the services rendered under this Agreement. Customer agrees that it is not entitled to credit of any type, either in the exchange of water, money, or other consideration, for any effluent delivered to Fort Worth's Village Creek Water Reclamation Facility, another wastewater treatment plant or water reclamation facility that is owned and operated by Fort Worth, or another POTW. Diversion of Untreated Effluent.

24.7 Diversion of Untreated Effluent. Because cost recovery, as well as management of capacity and operation of the Fort Worth System, require continuous and predictable wastewater flows, Customer shall not divert any wastewater flows or wastewater connections (except as necessary to cease prohibited discharges) once they have begun discharging into the Customer System for treatment under this Agreement.

24.8 Assignment. Customer may not assign this Agreement without the prior written consent of Fort Worth. Fort Worth may not assign this Agreement without the prior written consent of Customer, except that if Fort Worth's wastewater utility is designated as a regional wastewater or sewer utility agency by a duly authorized regulatory body, or if Fort Worth elects to contract with or assign this Agreement to a regional wastewater or sewer authority or utility to provide all or part of the services covered by this Agreement, the Customer hereby agrees and grants Fort Worth the right to assign this Agreement under the following conditions. The regional authority or utility shall assume and receive the same obligations, responsibilities and benefits as Fort Worth, and Fort Worth or the regional authority or utility will notify the Customer of such assignment at least ninety (90) days prior to its effective date.

24.9 No Waiver. No waiver by either Party of any term or condition of this Agreement, or failure to give notice of any breach, shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

24.10 Venue. The Parties agree that this Agreement is performable in Tarrant County, Texas and that the courts of Tarrant County are a proper forum for the determination of any dispute arising under this Agreement.

24.11 Construction. As used in this Agreement, the term "including" means "including without limitation," the words "shall" and "will" are mandatory and the word "may" is permissive, and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular.

24.12 Effect of Agreement. This Agreement is for the collection and treatment of Customer's wastewater and for related infrastructure and capital contributions as set forth herein. Unless expressly stated in this Agreement, any other Agreements that may be in effect between the Parties for the construction of infrastructure or other subject matters shall remain in full force and effect.

24.13 Severability. If any term or provision in this Agreement is held to be invalid or unenforceable by any legislative act or court of competent jurisdiction, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such invalid or unenforceable provision shall be deemed severed from this Agreement without invalidating the remainder of this Agreement, and a new provision shall be deemed substituted in lieu of the provision severed, which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision severed, and without affecting any other term or provision in this Agreement.

24.14 System Regulatory Actions. Customer agrees, upon Fort Worth's request, to give reasonable consideration to supporting Fort Worth, and shall not oppose Fort Worth, on any permit applications or governmental approvals related to the Fort Worth System.

24.15 Additional Contract Terms. Additional contract terms that apply to the Customer, but not Fort Worth's other wholesale customers, are contained in **Exhibit D** "Additional Terms."

24.16 Exhibits. All exhibits attached to this Agreement are incorporated into this Agreement by reference, for all intents and purposes of this Agreement, as follows:

- Exhibit A Map showing the boundaries of the Customer's Service Area and mutually agreed point(s) of connection.
- Exhibit B Example of Monthly Wholesale Wastewater Bill Calculation
- Exhibit C Calculation of PILOT and Cost-of-Service Revenue Requirement to Recover the Cost of PILOT
- Exhibit D Additional Terms [if any]

ARTICLE 25. Effective Date

The effective date and time of this Agreement for all purposes is October 1, 2017 at 12:01 a.m. Upon the Effective date, the Wholesale Wastewater Contract then in effect between Fort Worth and the Customer is terminated and superseded by this Agreement.

IN TESTIMONY WHEREOF, after proper action by the respective governing bodies of the Parties, this Agreement has been executed in quadruplicate copies, each of which is considered to be an original.

ATTEST:

CITY OF FORT WORTH

Mary Kayser
City Secretary, City of Fort Worth

Jesus J. Chapa
Assistant City Manager, City of Fort Worth

Date: _____

APPROVED AS TO FORM AND LEGALITY:

Christa R. Lopez-Reynolds
Sr. Assistant City Attorney, City of Fort Worth

APPROVAL RECOMMENDED:

John Carman, Director
City of Fort Worth Water Department

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

Name of Employee

Title

ATTEST:

CITY OF KENNEDALE

City Secretary

By: _____
Mayor

APPROVED AS TO FORM AND LEGALITY:

City Attorney
Date: _____

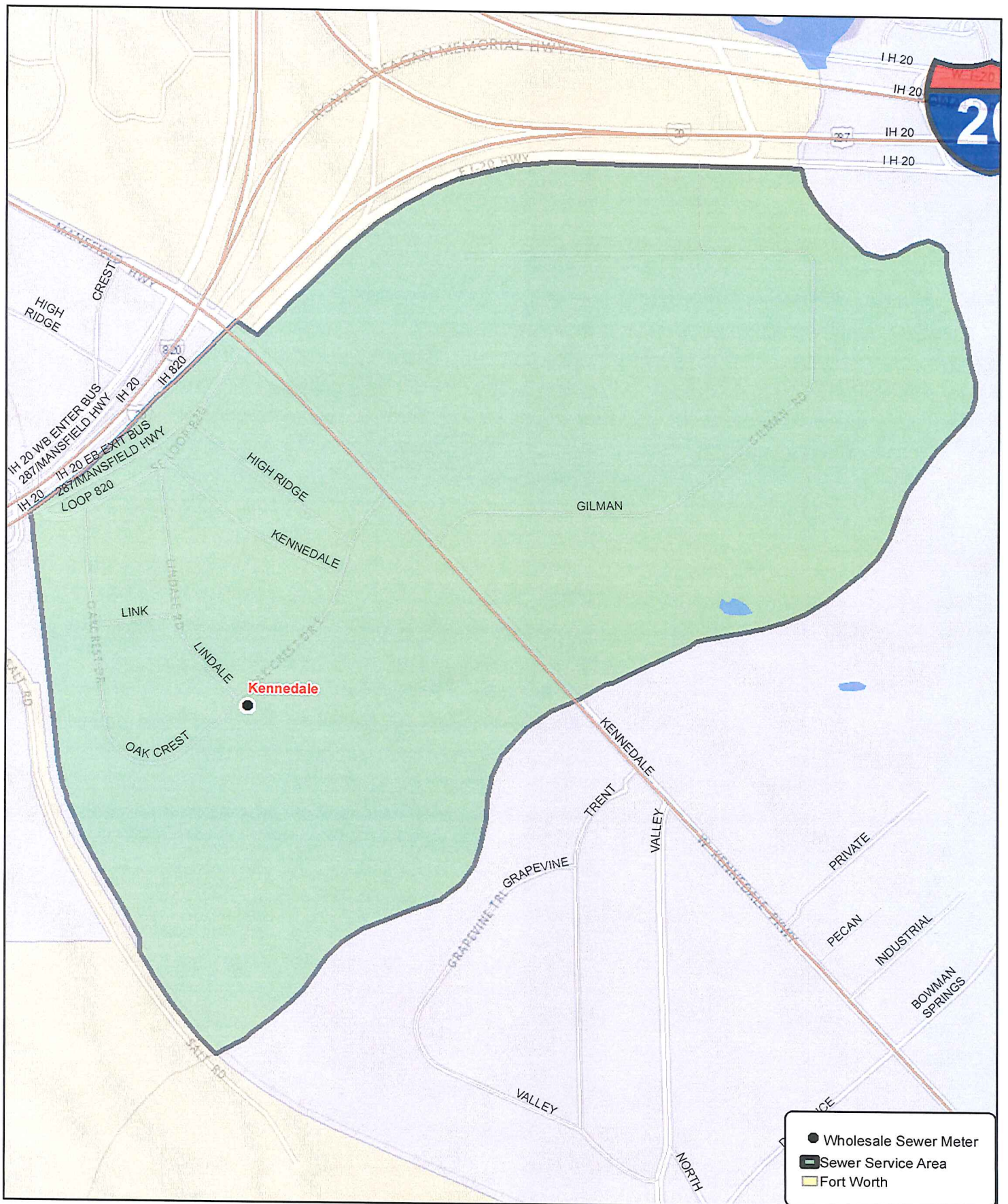
APPROVAL RECOMMENDED:

Print Name: _____
Title: _____

EXHIBIT A

MAP

Boundaries of the Customer's Service Area and
Mutually Agreed Point(s) of Entry



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 UNAUTHORIZED REPRODUCTION IS A VIOLATION OF APPLICABLE LAWS

THIS DATA IS TO BE USED FOR A GRAPHICAL REPRESENTATION ONLY.
 THE ACCURACY IS NOT TO BE TAKEN USED AS DATA PRODUCED FOR
 ENGINEERING PURPOSES OR BY A REGISTERED PROFESSIONAL LAND
 SURVEYOR. THE CITY OF FORT WORTH ASSUMES NO RESPONSIBILITY
 FOR THE ACCURACY OF SAID DATA

Kennedale: Wastewater Service Area



0 0.0475 0.095 0.19 Miles



EXHIBIT B

EXAMPLE OF MONTHLY WHOLESALE WASTEWATER BILL CALCULATION

Sample Wholesale Wastewater Bill.

Billing for Oct 1 to Oct
31, 2015

FY14 Rates	Volume	<u>\$1.2784</u>	BOD	<u>\$0.3532</u>	TSS	<u>\$0.2514</u>
	Service	<u>\$75.00</u>				

Meter Readings:

Current	443,683,000
Previous	409,666,000
Gallons	34,017,000

Billing Calculations:

Volume:

Gallons * Rate/1,000	\$43,487.33
----------------------	-------------

BOD:

Strength * 8.34 *	
Gallons/1,000,000	
Strength:	220 \$22,044.76

TSS:

Strength * 8.34 *	
Gallons/1,000,000	
Strength:	213 \$15,191.72

Service:	<u>\$75.00</u>
Total Due	\$80,798.82

EXHIBIT C

CALCULATION of PILOT and Cost-of-Service Revenue Requirement to Recover the Cost of PILOT

NARUC	Description	Original Cost	Accumulated Depreciation	CWIP	Net Asset Base
310.00	Land & Land Rights	\$714,375			\$714,375
325.00	Electric Equipment - Treatment	\$160,720	\$36,562		\$124,158
332.00	Water Treatment Equipment	\$87,010	\$11,601		\$75,409
334.00	Computer Equipment	\$5,845	\$2,776		\$3,069
350.00	Land & Land Rights - Collection Structures & Improvements -	\$2,253,986	\$1,750	\$95,000	\$2,347,236
351.00	Collection	\$8,602,142	\$2,633,660		\$5,968,482
354.00	Metering Equipment & Structures	\$886,955	\$886,955		\$0
355.00	Meter Stations	\$3,185,037	\$2,831,134	\$6,999,264	\$7,353,166
360.00	Land & Land Rights - Pumping	\$675,016			\$675,016
361.00	Structures & Improvements	\$11,214,763	\$2,620,965		\$8,593,798
363.00	Electric Pumping Equipment	\$5,185,660	\$2,773,039		\$2,412,621
370.00	Land & Land Rights - Plant Structures & Improvements -	\$8,417,155			\$8,417,155
371.00	Pumping	\$122,803,279	\$81,871,598	\$144,829	\$41,076,510
372.00	Treatment & Disposal Equipment	\$182,373,057	\$118,349,068	\$4,834,395	\$68,858,385
373.00	Odor Conrol System	\$9,750,516	\$3,375,404		\$6,375,112
374.00	Outfall Sewer Lines	\$1,359,125	\$693,135		\$665,990
375.00	Other Treatment & Disposal	\$84,867,001	\$12,465,183		\$72,401,817
389.00	Land & Land Rights	\$365,360			\$365,360
390.00	Other Structures & Improvements	\$1,942,178	\$679,575	\$14,215	\$1,276,818
391.00	Office Furniture and Equipment	\$4,367,875	\$4,151,297		\$216,578
392.00	Transportation Equipment	\$15,447,320	\$12,983,736		\$2,463,584
393.00	Stores Equipment Tools, Shop and Garage	\$90,520	\$86,444		\$4,076
394.00	Equipment	\$1,201,618	\$818,843		\$382,776
395.00	Laboratory Equipment	\$1,456,642	\$936,524		\$520,117
396.00	Power Operated Equipment	\$460,353	\$381,031		\$79,322
397.00	Communications Equipment	\$260,308	\$255,170		\$5,138
398.00	Miscellaneous Equipment	\$16,443	\$8,222		\$8,222
Total		\$468,150,258	\$248,853,671	\$12,087,703	\$231,384,290

Tax Rate/\$100	\$0.8550
PILOT	\$1,978,336
Wholesale	
Share	25.29%
Wholesale	
PILOT	\$500,338

All Data from City of Fort Worth Financial
System

EXHIBIT D
ADDITIONAL TERMS

WHOLESALE WASTEWATER CONTRACT

STATE OF TEXAS §

COUNTY OF TARRANT §

This contract made and entered into this, the 8th day of February, 1994, by and between the City of Fort Worth, Texas, a municipal corporation, acting herein by and through its Assistant City Manager, Mike Groomer, who is duly authorized so to act, hereinafter referred to as "Fort Worth," and the City of Kennedale, Texas, a municipal corporation, acting herein by and through its City Administrator, Ted Rowe, who is duly authorized so to act, hereinafter referred to as "Customer."

WHEREAS, the public health, welfare and safety of the residents of Fort Worth and Customer require the development of adequate systems of sewage collection and disposal, the elimination of water pollution and the preservation of the water resources of the area; and

WHEREAS, Fort Worth is required to comply with standards and treatment methods for wastewater as set forth in federal, state and local laws and regulations and permits; and

WHEREAS, Fort Worth and Customer have an interest in maintaining and restoring the chemical, physical and biological integrity of waters and water resources and insuring the reduction of pollution in said waters and water resources, and planning the use, development, restoration, preservation and enhancement of said waters and water resources; and

OFFICIAL RECORD
CITY SECRETARY
FT. WORTH, TEX.

WHEREAS, Customer desires to contract for wastewater treatment service for a particular area located within Customer's service area, and Fort Worth is agreeable to provide wastewater treatment service to that particular area of Customer's service area; and

WHEREAS, Sections 402.001 and 402.075 of the Texas Local Government Code and Chapter 791 of the Texas Government Code authorize Fort Worth and Customer to enter into this agreement;

NOW, THEREFORE, Fort Worth and Customer, in consideration of the terms, covenants and conditions herein contained, hereby agree as follows:

1. Definitions

When used in this contract, these terms shall be defined as follows:

1.1 Act or "the Act" - The Federal Water Pollution Control Act, also known as the Clean Water Act ("CWA"), as amended (33 U.S.C. 1251, et seq.).

1.2 Biochemical Oxygen Demand (BOD) - The quantity of oxygen utilized in the biochemical oxidation of organic matter specified by procedure in Standard Methods, and results expressed in terms of weight and concentration (milligrams per liter (mg/l)).

1.3 Calibration - Verification of primary measuring device and secondary instrumentation accuracy utilizing standard primary device procedures and calibration signals and/or a separate flow measurement instrument.

1.4 Customer System - That portion of Customer's facilities within the particular service area described in Exhibit

"A" attached hereto and incorporated herein. Used for pretreatment, collection and transportation of wastewater to the point of entry.

1.5 Delivery facilities - That portion of Customer's facilities necessary for the transmission of wastewater to the Fort Worth System that are on the Customer's side of the point of entry that are constructed specifically to allow Fort Worth to serve Customer, solely limited to that particular service area described in Exhibit "A".

1.6 Director - The Fort Worth Water Department Director or his designee.

1.7 Domestic accounts - Single-family and residential duplex dwellings served by one meter. This definition is used only in the context of determining billing on a per-connection basis.

1.8 Fort Worth Expense - Expenses incurred by Fort Worth related to the wastewater utility, such expenses to be allocated as a System Cost if so determined in future cost-of-service studies.

1.9 Fort Worth System - Fort Worth's wastewater collection and treatment system.

1.10 General Benefit Capital Facilities - Wastewater facilities that provide utility services and benefits common to all customers; this includes wastewater treatment facilities, metering and sampling facilities, control systems and appurtenances, and all major collectors and interceptors that are eighteen inches (18") and greater in diameter.

1.11 Indirect Discharge - The discharge or the introduction of industrial wastes from any source regulated under Section 307(b)

or (c) of the Act, (33 U.S.C. 1317), into the Fort Worth System (including holding tank waste discharged into the system).

1.12 Industrial User - A source of indirect discharge which does not constitute a "discharge of pollutants" under regulations issued pursuant to Section 402, of the Act, (33 U.S.C. 1342).

1.13 Industrial wastes - All water-borne solids, liquids or gaseous substances resulting from industrial, manufacturing or food processing operations, or from the development of a natural resource, or any mixture of these with water or domestic sewage.

1.14 Infiltration - Water that has migrated from the ground into the wastewater system.

1.15 Inflow - Water other than wastewater that enters a sewerage system (including sewer service connections) from sources such as, but not limited to, roof leaders, cellar drains, yard drains, area drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary catch basins, cooling towers, storm waters, surface runoff, street wash waters or drainage. Inflow does not include, and is distinguished from, infiltration water.

1.16 Liquid Waste - The water-borne solids, liquids, and gaseous substances derived from certain sources including, but not limited to, grease trap, septic tank, chemical toilet waste and sand trap waste.

1.17 Metering and sampling facility - The meter, meter vault, and all metering and telemetry equipment required to measure

and/or sample wastewater flows of the Customer at point of entry or other such locations, as may be mutually agreed upon in writing.

1.18 Non-domestic account - Commercial, industrial, multi-family or other accounts that are not considered domestic accounts. This definition is used only in the context of determining billing on a per-connection basis.

1.19 Non-metered area - Areas within the Customer's corporate or certificated boundaries that generate wastewater that do not drain into a part of the Customer System for which wastewater flow is measured by an approved metering and sampling facility.

1.20 Point of entry - The metering facility or, where no metering facility is utilized, the point of connection to the Fort Worth System, unless otherwise mutually agreed upon in writing.

1.21 Pretreatment - The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a Publicly Owned Treatment Works. The reduction or alteration can be obtained by physical, chemical or biological processes, or process changes by other means, except as prohibited by 40 CFR Section 403.6(d).

1.22 Pretreatment requirements - Pollutant concentration discharge limitation and reporting requirements stipulated in Fort Worth Ordinance No. 10880 and any amendments thereto, and the

Customer's Code, as hereinafter amended, and Federal Pretreatment Standards promulgated by the U.S. Environmental Protection Agency.

1.23 Significant industrial user - Any industry which discharges industrial wastes directly or indirectly into the Fort Worth System or Customer System that:

- discharges 25,000 gallons per day or more of industrial wastes;
- is subject to the National Pretreatment Standards: Categorical Standards of the U.S. Environmental Protection Agency; or,
- has a reasonable potential, in the opinion of the Director, to adversely affect the Fort Worth System due to discharge of wastewater with abnormally high strength or limited and/or prohibited substances.

1.24 Standard methods - Those testing or analysis procedures as prescribed in the then current edition of "Standard Methods for Examination of Water and Wastewater," published by the American Public Health Association and/or the U.S. Environmental Protection Agency Manual of Methodologies for the Examination of Water and Wastewaters, or as will otherwise comply with procedures specified in state and federal discharge permits held by Fort Worth.

1.25 System cost - Operating expenses and capital related costs incurred by Fort Worth pursuant to the provision of wastewater collection and treatment service to the wholesale class of sewer customers. Such costs are to be collected by Fort Worth

as a component of the annual cost of providing wholesale wastewater service.

1.26 Wholesale System Access Fee - A capital contribution funding or recouping the costs of General Benefit Facilities Capital Improvements, or Facility Expansions necessitated by and attributable to new development.

1.27 Total Suspended Solids (TSS) - Solids, measured in mg/l, that either float on the surface of, or are in suspension in, water, wastewater or other liquids, and which are largely removable by a laboratory filtration device. Also referred to as Total Non-Filterable Residue.

1.28 Wastewater - All liquid or water-carried waste products from whatever source derived, together with such ground water infiltration and surface water inflow as may be present, whether treated or untreated, which is discharged into or permitted to enter into the Fort Worth System. The words "wastewater" and "sewage" are interchangeable.

1.29 Capital Improvements - means any of the following facilities which provide utility services and benefits common to all customers and that have a life expectancy of three or more years, whether such capital improvements are located within the jurisdictional limits of Fort Worth or Customer: wastewater treatment facilities, metering and sampling facilities, control systems and appurtenances, and all major collectors and interceptors that are eighteen inches (18") and greater in diameter and lift stations, if any, associated therewith.

1.30 Facility Expansion - The expansion of the capacity of an existing facility that serves the same function as an otherwise necessary new capital improvement, in order that the existing facility may serve new development. The term does not include the repair, maintenance, modernization, or an expansion of an existing facility to better serve existing development.

2. Connection to the Fort Worth System

2.1 The parties hereto covenant and agree that this contract solely provides for wastewater service to that portion of Customer's service area described in Exhibit "A" attached hereto and incorporated herein. Nothing contained herein shall be construed so as to affect the existing contract between the parties hereto, same being City of Fort Worth City Secretary Contract No. 7182, as amended by City of Fort Worth City Secretary Contract Nos. 7927, 9047 and 13391, it being the intent of the parties that this agreement is strictly limited to that portion of Customer's service area described in Exhibit "A. No addition to the area being served hereunder shall be permitted except by written amendment to this contract. Any and all references to service area, customer system, impact fees, metering and sampling facilities and the like contained herein are also limited to that area described in Exhibit "A".

2.2 Fort Worth agrees to accept all wastewater generated from Customer's service area described in Exhibit "A" at the point of connection as shown on Exhibit "B", attached hereto and

incorporated herein, and at such additional points as may later be mutually agreed upon in writing signed by both parties hereto.

2.3 The cost of all delivery facilities necessary to convey wastewater to the designated points of entry, whether shown on Exhibit "B" or mutually agreed upon at a later date, together with the cost of connection of the Customer System to the Fort Worth System, with the exception of metering and sampling facilities, shall be borne by Customer.

2.4 Unless mutually agreed to in writing by Fort Worth and Customer, Customer shall be responsible for the design, contracting, construction and financing of delivery facilities and acquisition of any necessary rights-of-way and easements to and from such facilities. All designs, materials and specifications shall conform to Fort Worth's requirements as a minimum. Plans and specifications for any delivery facility which actually connects to the Fort Worth System shall be submitted to the Director for written approval. Such approval shall not be unreasonably withheld. No construction shall begin until such approval has been given. Customer agrees that Fort Worth has the right to make periodic inspections during the construction phase of the delivery facilities. Final acceptance of such facility from the point of connection up to and including the metering and sampling facility is subject to the inspection and written approval of the Director.

2.5 After the date of this contract, Customer agrees not to provide retail service to any new customer whose need for wastewater service would exceed 500,000 gallons per day without

written notice to and the written approval of the Director.

3. Maintenance of Customer System

Customer agrees to maintain its system in good condition and to make repairs in a timely manner. Fort Worth shall not have any responsibility or liability now or ever for the operation of the Customer System, except as agreed to in writing by the parties hereto.

4. Maintenance of Fort Worth System

Fort Worth agrees to maintain its system in good condition and to make repairs in a timely manner. Customer shall not have any responsibility or liability now or ever for the operation of the Fort Worth System, except as otherwise provided herein.

5. Metering and Sampling Facilities

5.1 Beginning on the effective date of this contract, Fort Worth shall have the exclusive right to use, operate, and maintain Customer metering and sampling facilities and Fort Worth shall become solely responsible for the operational and maintenance responsibilities associated with such facilities. Customer will continuously provide a route of ingress and egress to said metering and sampling facilities for Fort Worth. Fort Worth shall have the discretion to construct improvements, expansions, and replacements to said facilities as a system cost and at the timing of Fort Worth's needs subject to the review by Customer of all proposed construction, expansion, and replacement plans. Customer will also grant and provide to Fort Worth such permits or easements as are necessary for the continuous operation and maintenance of all

metering and sampling facilities. All such costs incurred by Fort Worth for operation, maintenance, construction, expansion, and replacement of Customer metering and sampling facilities shall be considered system costs.

5.2 Fort Worth shall have the right to use the flume described in paragraph 7.1 hereof for purposes of metering and sampling. Fort Worth, at its sole discretion, may install such additional facilities as may be necessary, including, but not limited to the installation of electricity and other equipment, to place in operation a metering station located at or near the flume. Any costs incurred by Fort Worth under this section shall be a system cost. If Customer constructs the additional facilities, Customer may either transfer ownership of such newly constructed facilities, together with all necessary access easements and rights-of-way to Fort Worth in a form satisfactory to Fort Worth or may grant to Fort Worth the right of ingress and egress to such facilities, together with the authority to operate and maintain the facilities as specified in Section 5.1, within sixty (60) days of such completion. Thereafter, Fort Worth shall operate and maintain the facilities as a system cost and treat any ownership transfer as a contribution for rate purposes, but same shall not be an indicia of equity ownership.

5.3 Expenses incurred by Fort Worth for the operation and maintenance of Customer metering and sampling facilities shall be system costs and shall include, but not necessarily be limited to, the following:

- A. Cost of electricity at the facility;
- B. Cost of the initial installation of the telemetry service at the facility and to the control center and cost of monthly lease charge for the telephone line;
- C. Cost of calibration;
- D. Cost of parts, materials and supplies required for repairs, calibrations and upgrading of the facilities;
- E. Labor cost plus fringe benefits and indirect costs for repairs, calibrations and upgrading of the facilities;
- F. Maintenance of ingress and egress and meter facility site.

5.4 Replacement of facilities described in this section or equipment therein occasioned as a result of obsolescence due to age, excessive maintenance, growth or other reasons as determined by the Director shall be a system cost. Any replacement facility or equipment therein shall comply with Fort Worth's standards and specifications.

5.5. Upon expiration or termination of this agreement by either party, Fort Worth shall transfer to Customer ownership of any property easements, metering and sampling facilities and rights-of-way conveyed to Fort Worth pursuant to the terms of this Section 5.

6. Rights-of-Way

6.1 Customer shall grant, without charge to Fort Worth, such easements and rights-of-way along public highways or other property owned by Customer, as requested by Fort Worth, in order for Fort

Worth to construct or maintain mains or facilities within the corporate limits of Customer to provide wastewater collection to Customer and to other areas. Upon notice from Customer and at Fort Worth expense, Fort Worth will move such wastewater mains or facilities located in such street right-of-way, or other property owned by Customer when reasonably necessary to the performance of essential governmental duties by Customer.

6.2 Fort Worth shall grant, without charge to Customer, such easements and rights-of-way along with public highways or other property owned by Fort Worth, as requested by Customer, in order for Customer to construct and maintain wastewater mains or facilities within Fort Worth to provide wastewater collection to Customer. Upon notice from Fort Worth and at Customer's expense, Customer will move such wastewater mains or facilities when located in such street rights-of-way or other property owned by Fort Worth when reasonably necessary to the performance of essential governmental duties by Fort Worth.

6.3 All work done by or on behalf of Fort Worth under this Section 6 will be performed in accordance with specifications equal to those applying to work of a similar nature performed within Fort Worth, but neither party hereto will be required to restore the other's property to a condition exceeding its original condition, unless otherwise mutually agreed in writing. Fort Worth and Customer agree to coordinate the location of the mains and/or facilities in the other's easements and rights-of-way in order to prevent further conflicts insofar as reasonably practicable.

7. Metering and Sampling

7.1 Customer agrees to have its engineer consult with Fort Worth on the installation of a flume at or near the point of connection to the Fort Worth System and within the delivery facility. Customer is responsible for the cost of the design of the flume and the design must be approved in writing by the Director prior to installation and connection to the Fort Worth System. The cost of the installation of the flume shall be borne by Customer.

7.2 The parties agree that as of the date of this contract, the wastewater to be introduced into the Fort Worth system by Customer will not be recorded by a meter. The volume of wastewater for billing purposes will be determined by using the total water sold by Customer to consumers located within the service area described in Exhibit "A" plus 1% for infiltration and inflow, provided, however, that any water sold by Kennedale within the service area that is measured by an irrigation or yard meter and which is not connected to the sanitary sewer system shall not be included in calculating the total water sold. Customer will be responsible for providing to Fort Worth data each month of all metered water. This data will be provided by Customer to Fort Worth no later than the 5th of each calendar month. Upon activation of the meter, billing will be based upon the readings from the meter registering the volume of wastewater flowing through the meter.

7.3 At such time as the Director may determine in his/her sole discretion, a meter may be installed. The cost of same shall be that as provided for in Section 5.2 hereof.

7.4 Customer shall have access to the metering and sampling facilities at all reasonable times; provided, however, that any reading, calibration or adjustment to such metering equipment shall be done by employees or agents of Fort Worth, or other mutually approved third party calibration agent, in the presence of representatives of Customer and Fort Worth, if so requested by Customer. Notification of any proposed tests shall be provided to the Customer at least seventy-two (72) hours prior to such tests being conducted.

7.5 All readings of meters will be entered in ink upon bound journals maintained by Fort Worth. Customer shall have access to such records during reasonable business hours and shall be furnished with monthly totalizer readings for each point of entry metering and sampling facility.

7.6 Fort Worth shall calibrate and routinely service the meters no less than once during each six (6) month period. Copies of the results of such calibration and all related information shall be provided to Customer. Fort Worth shall notify the Customer at least seventy-two (72) hours in advance of the date and time for any calibration and Customer may observe, if so desired.

7.7 Upon any calibration, if it is determined that the accuracy envelope of such meter is found to be lower than ninety-five percent (95%) or higher than one hundred five percent

(105%) expressed as a percentage of the full scale of the meter, the registration of the flow as determined by such defective meter shall be corrected for a period extending back to the time such inaccuracy began, if such time is ascertainable; or, if such time is not ascertainable, then for a period extending back one-half ($1/2$) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months.

7.8 If any meter used to determine volume from Customer is out of service or out of repair so that the amount of wastewater metered cannot be ascertained or computed from the reading thereof, the wastewater delivered through the period such meter is out of service or out of repair shall be estimated and agreed upon by the parties hereto upon the basis of the best data available. The basis for estimating such flow includes, but is not limited to, extrapolation of past patterns of flow for said metering station under similar conditions. In the event that the parties hereto cannot agree on the extrapolated estimate of wastewater volume delivered, agreement on the flow volume will be determined by third party arbitration.

7.9 Fort Worth shall periodically determine the quality of the wastewater at the metering and sampling facilities or other agreed upon sampling points for the purposes of billing for the strength of the wastewater. The sampling and testing shall be done in accordance with the wholesale wastewater customer monitoring handbook, dated October, 1990, prepared by Gutierrez, Smouse, Wilmut and Associates, Inc., as it may be amended from time to

time. Fort Worth will provide Customer with a minimum of seven (7) day advance notification of intent to sample, or such notification as is sufficient to allow Customer to arrange the services of a qualified laboratory. If, at the request of Customer or at the request of the Director, more extensive monitoring is desired, such additional monitoring shall be paid for by the party making the request and shall be done in compliance with Section 7. If Customer requests such additional monitoring, Fort Worth shall invoice Customer and payment shall be made within ten (10) days after receipt of invoice.

The notification required in this section shall include the planned dates, times, and location(s) of sampling. Fort Worth shall analyze the samples collected in accordance with standard methods. Customer may be present during the initial setup of sampling equipment and at the time of pickup for each twenty-four (24) hour composite sample. Fort Worth agrees, if requested, to split said wastewater samples with Customer.

7.10 If in the opinion of the Director, compliance monitoring is required, the Director may order that additional monitoring be performed with or without prior notice to Customer. Said compliance monitoring is to be in addition to the periodic sampling set forth in Section 7.8. All information obtained as a result of such compliance monitoring shall be provided to the Customer upon request. Fort Worth will provide notice of such compliance monitoring to Customer within a reasonable time thereafter.

7.11 If Customer disputes Fort Worth results of analyses and the parties hereto cannot settle such dispute, such dispute will be determined by third party arbitration.

7.12 All costs incurred by Fort Worth under this section will be considered to be a system cost.

8. Rates and Charges

8.1 Wholesale wastewater rates will be based upon cost-of-service rate studies performed by independent utility rate consultants, as provided for in Section 8.4 hereof. The independent utility rate consultant shall be selected by the Director from a list of five highly qualified firms submitted by the Wastewater System Advisory Committee. The cost of such studies will be a system cost. All cost-of-service studies shall be conducted utilizing the utility cost basis of determining revenue requirements applicable to the wholesale customer class.

8.2 The cost-of-service for the wholesale customer class shall include allocated reasonable and necessary operation and maintenance expenses, depreciation expense and a fair and reasonable return on allocated capital facilities. To determine the allocation and distribution of costs to the wholesale customer class, the independent utility rate consultant shall consider at least the following factors: total volume, rate of flow, wastewater quality, metering, and customer-related costs such as accounting, billing, and monitoring. Capital-related costs will consist of depreciation expense and return on original cost rate base. On a periodic basis as determined by the Director the depreciation

rates on all general benefit capital facilities shall be studied, and new salvage values, useful lives, and annual rates of depreciation shall be developed from such studies. The rate base shall consist of all allocated capital facilities, net of depreciation and appropriate contributions, and shall include construction work in progress, a reasonable allowance for working capital, and a reasonable inventory of materials and supplies necessary for the efficient operation of the Fort Worth System. On a periodic basis as determined by the Director, a cash "lead-lag" study shall be conducted to determine the appropriate level of working capital at the same time as the above depreciation rate study is done. Records of the original cost and the accumulated depreciation of all capital facilities shall be maintained in the Fort Worth Fixed Asset Tracking System. These records shall be available for inspection at the Fort Worth Water Department during reasonable business hours upon request by Customer.

8.3 Fort Worth shall be allowed an adequate opportunity to earn a reasonable rate of return. The return shall be sufficient to assure confidence in the financial soundness of the utility, shall be adequate to maintain and support its credit, shall enable it to raise the money necessary for the proper discharge of its public duties, and shall be equal to the weighted average imbedded cost of outstanding debt plus one-and-one-half percent (1-1/2%).

8.4 For the fiscal years beginning October 1, 1995, 1998, 2001, 2004, 2007, 2010, 2013, and 2016, a complete detailed rate study will be performed by an independent utility rate consultant

selected by the Director in conformance with Section 8.1 hereof. The same methodology as used in the immediate previous rate study will be utilized by the utility rate consultant so selected. In the interim period between complete detailed rate studies, wholesale wastewater rates shall be adjusted by Fort Worth using the same methodology adopted at the time of the last complete detailed rate study utilizing the actual operating data for the most current twelve month period ending September 30th, adjusted for known and measurable changes in cost data which may have occurred since the last audited statement.

8.5 Changes in the wholesale wastewater rate methodology will be allowed if recommended by a majority of the Wastewater System Advisory Committee and approved by the Fort Worth City Council. For purposes of the section, a majority is defined as any combination of Wholesale Customers contributing a total of more than fifty percent (50%) of the wholesale sewage flow in the immediate past fiscal year.

8.6 The charges for the initial period of this contract shall be from the date of its execution through September 30, 1993, and are as follows:

Volume Charge	\$0.3542 per 1000 gallons
BOD Strength	
Charges	\$0.1723 per pound of BOD
TSS Strength	
Charges	\$0.1389 per pound of TSS
Monthly Billing Charges	\$75.00

8.7 Bills for wastewater treatment and disposal service shall be rendered to Customer monthly by Fort Worth. All such bills shall be due and payable by Customer not more than thirty (30) days from the billing date. The bills will show current charges, as well as past-due charges, if any. Current charges shall be the amount due for wastewater collection, treatment and disposal service provided since the prior billing period. Past-due charges shall be the total amount unpaid from all prior billings as of the current billing date. Payments received by Fort Worth shall first be applied to the past-due charges, if any, and thereafter to the current charges.

8.8 If Customer disputes a bill and is unable to resolve the difference informally, Customer shall notify the Director in writing. If the Director and Customer are unable to resolve the disputed bill, agreement on the bill will be determined by third party arbitration. Dispute of a bill is not grounds for non-payment. In the event a payment is not paid as specified in this agreement, a finance charge of ten percent (10%) per annum will be calculated from the date which the payment was required to be made. In the event the bill established by arbitration is less than the disputed bill, then the amount found to be incorrect will be credited to the Customer's account together with an interest charge of ten percent (10%) per annum calculated from the date payment of the disputed bill was received.

8.9 The parties hereto agree that services obtained pursuant to this contract are essential and necessary to the operation of Customer's waterworks and wastewater facilities and that all payments made by each Customer hereunder shall constitute reasonable and necessary operating expenses of Customer's waterworks and wastewater systems within the meaning of Article 1113, Vernon's Annotated Texas Statutes, and the provisions of any and all ordinances of Customer authorizing the issuance of any revenue bond issues of Customer which are payable from its waterworks and wastewater systems.

8.10 Customer agrees, throughout the term of this agreement, to fix and collect such rates and charges for wastewater service to be supplied as will produce revenues in an amount equal to at least (i) all of operation and maintenance expenses of such system, including specifically its payments under this agreement; and (ii) all other amounts as required by law and the provisions of the ordinances or resolutions authorizing its revenue bonds or other obligations now or hereafter outstanding, including the amounts required to pay all principal of and interest on such bonds and other obligations.

8.11 Customer specifically agrees to adopt and maintain in effect for the life of this contract an ordinance providing for a user charge system in full accord with relevant EPA regulations.

8.12 If a court, the Texas Water Commission, or any federal or state regulatory authority finds that Fort Worth's rates, policies, or methodologies for calculating rates for the collection

and/or treatment of wastewater delivered by Customer to Fort Worth under this agreement are unreasonable or otherwise unenforceable, Fort Worth has the option to terminate this agreement without liability to Customer. By signing this agreement, Customer stipulates and agrees that Fort Worth and its other customers will be prejudiced if Customer avoids the obligation to pay the rates for the wastewater services specified in this agreement while accepting the benefits of obtaining such services from Fort Worth. Nothing in this agreement shall be construed as an undertaking by Fort Worth to furnish wastewater services to Customer except pursuant to this agreement. If Customer initiates or participates in any proceeding regarding Fort Worth's rates, policies, or methodologies for calculating rates under this agreement and advocates a position that is adverse to Fort Worth and Fort Worth prevails, Customer shall pay Fort Worth for its expenses including attorney's fees in the proceeding within fifteen (15) days after Fort Worth's demand for payment. Customer stipulates and agrees that the rates, policies and methodologies for calculating rates are just, reasonable and without discrimination.

9. Industrial Connection and Monitoring

9.1 Customer agrees that it will not permit any significant industrial user within its jurisdiction to connect directly or indirectly either to its system or to the Fort Worth System without at least thirty (30) days' prior written notification to the Director of such intent to connect. Customer shall provide the

Director with such information pertaining to volume and composition of flow as may be requested by the Director.

9.2 Customer agrees to conduct any and all monitoring, sampling and inspection of Customer System and industrial users as necessary to insure that industrial waste introduced into the Customer System meets the quality standards set out in Section 10.2 hereof. Upon request to Customer, a representative of Fort Worth will be permitted to observe Customer's collection of samples from industrial users, and Customer agrees to furnish Fort Worth separate duplicate samples for independent testing, and, upon request, to provide the Director sample analysis results and pretreatment records.

9.3 Customer agrees that Fort Worth shall have the right to sample wastewater at all points of entry and such other locations as may be mutually agreed to in writing by both parties for the purpose of determining the volume and quality of wastewater entering the Fort Worth System. Customer agrees to disconnect from its system any industrial user found to be in violation of allowable discharges or who refuses access to its facilities for the purpose of sampling wastewater being discharged into the Customer System; provided, however, that said disconnected industrial user shall be afforded the same rights, privileges of appeal and deficiency cure periods as are industrial users operating within Fort Worth's jurisdiction.

9.4 Following notice to Customer by Fort Worth, Customer grants to Fort Worth the right to enter Customer's jurisdiction if

Fort Worth determines that questionable discharges or prohibited discharges are entering the Fort Worth System emanating from the Customer System. Customer agrees to assist Fort Worth in locating and eliminating such prohibited discharges.

10. Wastewater Quality

10.1 Customer agrees that on or before thirty (30) days from date of execution of this contract it shall enact and cause to be enforced an ordinance enabling Customer to enforce within its jurisdiction regulations governing industrial waste that are at least as stringent as the provisions of the current Fort Worth Ordinance No. 10880 and any necessary and reasonable amendments thereto, (attached hereto and marked as Exhibit "C" and made a part hereof for all intents and purposes) and state and applicable federal regulations relating to 1) discharged substances; 2) prohibited discharges; 3) pretreatment requirements; 4) industrial discharge permitting system; and 5) industrial self-monitoring reports. Customer agrees to enact and enforce ordinances or any amendments to Ordinance No. 10880, or any future ordinances relating to industrial discharges, prohibited or controlled wastes or pretreatment requirements and such amendments and future ordinances shall become incorporated as additional exhibits to this contract; provided, however, Fort Worth shall provide Customer with a copy of such proposed ordinances or amendments at least sixty (60) days prior to the presentation of such ordinances or amendments to the Fort Worth City Council during which time Customer shall have an opportunity to review same. Customer shall

adopt and enforce such proposed ordinances or amendments no later than the effective date of the Fort Worth ordinance or amendment.

10.2 Customer agrees that the quality of the wastewater discharged into the Customer System shall be equal to or better than the quality standards established by Fort Worth Ordinance No. 10880, or any amendment adopted pursuant to Section 10.1.

10.3 Customer shall require all significant industrial users within its jurisdiction that ultimately discharge into the Fort Worth System to apply for and obtain a permit from Customer allowing such discharge. Such permit shall require industrial users to abate prohibited substances from their discharge as a condition to discharging wastewater into the Customer System. The permit application shall contain, as a minimum, the following:

1. Name and address of discharger;
2. Agent for discharger;
3. Type of industry;
4. Products produced or services rendered; and
5. Chemicals being stored and/or used.

Customer shall provide Fort Worth a copy of such application and permit, if issued, within fourteen (14) days after issuance.

11. Resale of Wholesale Wastewater Services

11.1 Customer is prohibited from providing wholesale wastewater services without the prior recommendation of the Wastewater System Advisory Committee and without the prior written consent of the City Council of Fort Worth. Customer shall provide

the Director a copy of the proposed contract with its wholesale customer.

11.2 If the consent as required in Section 11.1 is given, Customer shall require its wholesale customer to comply with Sections 9, 10 and 28 of this contract and to enact and enforce any and all necessary ordinances.

12. Infiltration and Inflow

Customer agrees that it has an obligation to prevent infiltration and inflow into its System and then into the Fort Worth System. Customer further agrees that all sewer connections within its jurisdiction which ultimately enter into the Fort Worth System will be constructed in accordance with applicable specifications and standards at least equal to those of the Fort Worth Water Department or the Standard Specifications for Public Works Construction issued to the North Central Texas Council of Government. Further, Customer covenants and agrees to maintain strict supervision and maintenance of its System to prevent connections through which surface drainage can enter ultimately into the Fort Worth System. Customer shall not make, nor shall it permit to be made, any connection which will contribute storm water run-off from rainwater spouts, drainage areas, streets, gutter drain or other source into its sanitary sewer system.

13. Sludge Disposal

Customer recognizes the importance of utilizing sludge in a timely and proper manner. Customer will cooperate with Fort Worth

in any environmentally sound sludge utilization program meeting federal and state standards within the area served by Customer.

14. Wastehaulers

Customer agrees to adopt the North Central Texas Council of Government's model ordinance, or one similar to it, regulating liquid wastehaulers within Customer's service area. At a minimum such ordinance shall require liquid wastehaulers to be permitted and provide for a manifest system. Further, said ordinance shall prohibit the introduction of liquid waste into the Customer System, directly or indirectly.

15. Assistance

15.1 In the event Customer requests assistance with its System, Fort Worth may, at its option, assist Customer. Customer agrees to pay Fort Worth its actual costs incurred, including, but not limited to, labor and material expended. Nothing herein shall be construed to require Fort Worth to assist Customer. Such costs will be invoiced to Customer and payment made within ten (10) days after receipt of invoice.

15.2 In the event Fort Worth requests assistance with its System, Customer may, at its option, assist Fort Worth. Fort Worth agrees to pay Customer its actual costs incurred, including, but not limited to, labor and material expended. Nothing herein shall be construed to require Customer to assist Fort Worth. Such costs will be invoiced to Fort Worth and payment made within ten (10) days after receipt of invoice.

16. Payment and Finance Charge

The parties hereto agree that the failure to make any payments within the times provided for herein results in additional cost to the party to be paid; therefore, the parties agree that any payment required herein not made within thirty (30) days of the billing date shall be subject to a finance charge of ten percent (10%) per annum to be calculated from the date which the payment was required to be made.

17. Reports and Records

If requested by the Director, and/or Customer, the other party shall provide quarterly the following data: Actual number of customer accounts discharging directly or indirectly into the Fort Worth System and/or Customer System within their respective service areas; classification of domestic and nondomestic accounts within its service area by number and percentage of accounts discharging directly or indirectly into the Fort Worth System and/or Customer System within its service area.

Either party may request additional data which may assist them in developing methodology for cost of service studies, planning studies for analyzing federal grants, and wholesale system access fees; provided, however, that neither party shall request data that will require the other party to incur unreasonable expenses in providing such data.

18. Notices

Any notice, communication, request, reply or advice herein provided or permitted to be given, made or accepted by either party to the other party must be in writing to:

City of Fort Worth: Water Director
 City of Fort Worth
 1000 Throckmorton Street
 Fort Worth, Texas 76102

Customer: City Administrator
 City of Kennedale
 209 North Hope Rd
 Kennedale, Texas 76060

The parties hereto shall indicate in writing any change that may occur in such respective addresses from time to time.

19. Inspection and Audit

Complete records and accounts required to be maintained by each party hereto shall be kept for a period of five (5) years. Each party shall at all times, upon notice, have the right at reasonable times to examine and inspect said records and accounts during normal business hours; and further, if required by any law, rule or regulation, make said records and accounts available to federal and/or state auditors.

20. Consent

20.1 Whenever, under the terms of this agreement, Fort Worth is permitted to give its written consent or approval, Fort Worth, in its discretion, may give or may refuse such written consent or approval and, if given, may restrict, limit or condition such

consent or approval in any manner it shall deem advisable; however, consent will not be unreasonably withheld.

21. Waiver, Remedy, Severability

21.1 No waiver by either party hereto of any term or condition of this agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

21.2 In addition to any other remedy as may be provided by law, this agreement shall be specifically enforceable by the parties hereto. Venue for any action shall be in Tarrant County, Texas.

21.3 It is agreed that, in the event any term or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such term or provision shall in no way affect any other term or provision contained herein; further, this agreement shall then continue as if such invalid term or provision had not been contained herein.

22. Ownership and Liability

22.1 No provision of this agreement shall be construed to create any type of joint or equity ownership of any property, any partnership or joint venture, nor shall same create any other rights or liabilities and Customer payments (whether past, present, or future) will not be construed as granting Customer partial ownership of, pre-paid capacity in, or equity in the Fort Worth System.

22.2 Liability for damages arising out of the transportation, delivery, reception, treatment, and/or disposal of all wastewater discharged into the Fort Worth System shall remain in Customer, together with title thereto, until such wastewater passes through the point of connection to the Fort Worth System, at which time liability for such damage shall pass to Fort Worth, save and except that title to any prohibited discharge and any liability therefor shall not pass to Fort Worth unless such prohibited discharge originated in the Fort Worth System. Further, the parties hereto agree to indemnify, save and hold the other party harmless from any and all claims, demands, causes of action, damages, losses, costs, fines and expenses, including reasonable attorney's fees, that may be asserted by anyone at any time on account of the transportation, delivery, reception, treatment and/or disposal while title to the wastewater is in such party. If such liability for damages is not attributable to a specific customer or Fort Worth, such liability becomes a Fort Worth expense.

22.3 Contracts made and entered into by either Customer or Fort Worth for the construction, reconstruction or repair of any delivery facility shall include the requirements that the independent contractor(s) must provide adequate insurance protecting both the Customer and Fort Worth as insured. Such contract must also provide that the independent contractor(s) covenant to indemnify, hold harmless and defend both the Customer

and Fort Worth against any and all suits or claims for damages of any nature arising out of the performance of such contract.

23. Compliance with Permit Conditions

Customer acknowledges that Fort Worth is the holder of discharge permits issued by the United States and the State of Texas. Customer agrees that it will comply with all permit conditions in any way relating to its collection system and the discharge into the Fort Worth System. Customer agrees, that in the event a fine is assessed against Fort Worth for any violation of any permit condition, and the violation is attributable to any act of omission or commission by Customer, to indemnify Fort Worth and pay to Fort Worth the amount of such fine. If such fine is not attributable to a specific customer, such fine becomes a Fort Worth expense.

24. Life of Contract

This contract shall expire on September 30, 2017 and thereafter shall be subject to renegotiation between the parties hereto.

25. Force Majeure

No party hereto shall be considered to be in default in the performance of any of the obligations hereunder (other than obligations of either party to pay costs and expenses) if such failure of performance shall be due to an uncontrollable force beyond the control of the parties, including but not limited to, the failure of facilities, flood, earthquake, tornado, storm, fire,

lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute and action or non-action by a failure to obtain the necessary authorizations and approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage, or restraint by a court order or public authority, which by the exercise of due diligence and foresight such party could not have reasonably been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Either party rendered unable to fulfill any obligation by reason of an uncontrollable force shall exercise due diligence to remove such inability with all reasonable dispatch.

In the event the proper operation of the Fort Worth System, as a result of the above, requires Fort Worth to temporarily interrupt all or part of the services to Customer, no claims for damage shall be made by Customer against Fort Worth. Fort Worth will exercise its best efforts to insure that such interruptions will not adversely affect the health and welfare of Customer's residents.

26. Termination

This agreement may be terminated in whole or in part by the mutual consent of Customer and Fort Worth. Notwithstanding anything contained herein to the contrary, any material breach by either party hereto to perform any of the duties or the obligations assumed by such party hereunder or to faithfully keep and perform any of the terms, conditions and provisions hereof shall be cause for termination of this agreement by Fort Worth in the manner set forth in this paragraph. Fort Worth shall deliver to Customer

ninety (90) days prior written notice of its intention to so terminate this agreement if Customer fails to cure or adjust such material breach, including in such notice a reasonable description of the breach. If within said ninety (90) days Customer shall fail or refuse to cure such default to the satisfaction of Fort Worth, then and in such event, Fort Worth shall have the right with six months advance written additional notice to Customer and without any liability whatsoever on the part of Fort Worth to declare this agreement terminated. In the event of termination of this agreement, all rights, powers, and privileges of Customer hereunder shall cease and terminate and Customer shall make no claim of any kind whatsoever against Fort Worth, its agents or representatives, by reason of such termination or any act incident thereto, provided Fort Worth acted reasonably and such termination was not unreasonable, arbitrary and capricious. Fort Worth shall advise Customer in writing immediately upon acceptance of the cure of any default. The following breach, default or failure to perform a duty or obligation shall be considered to be a material breach:

- a. Failure to adopt and enforce any ordinance required to be adopted and enforced herein;
- b. Failure to make any payment of any bill, charge or fee as provided for in this agreement;
- c. Making any connection to the Fort Worth system at any point except as provided in Section 2.2 hereof;
- d. Failure to provide Fort Worth ingress and egress for

purposes of sampling and operation and maintenance of any metering or any sampling facility;

- e. Failure to provide Fort Worth rights-of-way as required herein;
- f. Failure to permit any sampling of wastewater as provided for herein;
- g. Failure to disconnect industrial users of Customer pursuant to Section 9.3;
- h. Failure to maintain the quality of discharge as required in Sections 10.2 and 10.3;
- i. Failure of Customer to comply with Section 11.2 hereof;
- j. Failure of Customer to comply with Section 23 hereof.
- k. The provision of wholesale wastewater service without the prior written consent of the City Council of the City of Fort Worth.

In the event of any other nonmaterial breach, default or failure to perform duties under this agreement, Fort Worth shall deliver to Customer sixty (60) days advance written notice of such default. If Customer fails to cure such breach, default or failure, then Fort Worth shall give Customer written notice of such failure to cure and may surcharge Customer Five Thousand Dollars (\$5,000) per month until such time as Customer cures such nonmaterial default.

Any failure by Fort Worth to so terminate this agreement or the acceptance by Fort Worth of any benefits under this agreement for any period of time after such material breach, default or failure by Customer shall not be determined to be a waiver by Fort Worth of any rights to terminate this agreement for any subsequent material breach, default or failure.

Any failure by Customer to so terminate this agreement or the acceptance by Customer of any benefits under this agreement for any period of time after such breach, default or failure by Fort Worth shall not be determined to be a waiver by Customer of any rights to terminate this agreement for any subsequent material breach, default or failure.

27. Regional Wastewater Authority

In the event Fort Worth is designated as a regional wastewater authority or agency by a duly authorized regulatory body, or if Fort Worth should elect to contract with or assign this contract to a regional wastewater authority to provide all or part of the services covered by this agreement, the parties hereto agree that any such regional wastewater authority may, by way of assignment of this agreement, assume the same obligations and receive the same benefits as Fort Worth. Customer hereby grants to Fort Worth the specific right to assign this agreement subject to the provisions of this section.

28. Wholesale System Access Fees

28.1 On a quarterly basis, Customer agrees to pay Fort Worth a Wholesale System Access Fee for each new or enlarged connection

for wastewater service made within Customer's service area served by the General Benefit Capital Facilities of the Fort Worth system. The Wholesale System Access Fee to Customer for each such connection shall be based upon the size of water meter and shall be equal to the Wholesale System Access Fee collected for the same size water meter made within the jurisdiction of Fort Worth. The calculation of said Wholesale System Access Fee shall be consistent with all applicable state and federal regulations, including Chapter 395, Texas Local Government Code, or any amendment or successor statute thereto, and shall include only those costs associated with General Benefit capital expansions and capital improvements necessary to provide service to new development. Nothing within this contract shall be deemed to prevent either Fort Worth or Customer from charging their own retail customers impact fees in excess of the Wholesale System Access Fee charge provided for herein.

28.2 Fort Worth agrees that all monies remitted to it pursuant to this Section will be placed in a separate interest bearing account to pay only for the cost of constructing capital improvements or facility expansions as permitted by Chapter 395, Texas Local Government Code, or any amendment thereto, or by any successor statute thereto, and will not be used for operation and maintenance expenses. Once expended, such funds and all interest earned thereon will be considered a "contribution" for rate setting purposes only.

28.3 Customer shall provide to Fort Worth such information that relates to the making of new and/or enlarged connections within its jurisdiction as may be requested by the Director, including but not limited to building permits, with each quarterly payment required in this section.

28.4 Neither Fort Worth nor Customer shall waive any impact fee due from a retail customer for a new or enlarged connection to its respective system within its jurisdiction. However, either Fort Worth or Customer may pay such impact fee into the fund required for paying for the capital improvements.

28.5 The Wastewater System Advisory Committee created pursuant to Section 29 hereof shall select five (5) of its members to a subcommittee to be known as the Customer Impact Fee Committee (CIFC). Every three years, beginning June, 1993, Fort Worth will update the land use assumptions and capital improvements plan upon which the Wholesale System Access Fees are based. In June 1993 and every three years thereafter, the CIFC shall submit a list of five qualified engineers or planning consultants to the Director. The Director shall select a consultant from such list to assist Fort Worth in developing land use assumptions, identifying capital improvements, and formulating capital improvement plans and access fees. The consultant shall be responsible to Fort Worth and its citizen's advisory committee, but shall also report to the CIFC. The cost of the consultant shall be deemed a System Cost. In the event the CIFC fails to submit a list of five consultants to Fort

Worth, Fort Worth shall select a consultant to perform in the manner described herein.

28.6 Fort Worth agrees that only those capital improvements as defined in section 1.29 hereof shall be included in the capital improvements plan for the purpose of determining Wholesale System Access Fees; provided, however, Fort Worth may include other capital improvements for the purpose of determining impact fees to its own retail customers. Fort Worth shall not be required to include all capital improvements in any capital improvements plan. The CIFIC shall be responsible for working with Fort Worth and its consultant to determine the capital improvements to be included in the calculation of any Wholesale System Access Fees. The CIFIC shall recommend to the Wastewater System Advisory Committee which capital improvements should be included in the calculation of any Wholesale System Access Fees. The CIFIC shall also meet with Fort Worth's citizen advisory committee as such citizen's advisory committee reviews and considers land use assumptions, the capital improvements plan and impact fees.

28.7 Prior to the adoption of any land use assumptions, capital improvements, or access fees, the CIFIC shall be furnished a copy of the proposed land use assumptions, capital improvement plan or access fees at least 30 days prior to any scheduled hearing thereon.

28.8 Each year Fort Worth shall provide to the Wholesale Wastewater Advisory Committee an audited financial statement of the Fort Worth Water Department's records.

28.9 Fort Worth and Customer agree that the methodology for the calculation of Wholesale System Access Fees required herein is consistent with the methodology prescribed by Chapter 395, Texas Local Government Code. In the event that such statutory methodology is amended or replaced by a new statute, the Wholesale Wastewater Advisory Committee may engage legal counsel to work with Fort Worth to propose amendments to this contract to conform it to such amendment or new statute. The reasonable cost of such legal counsel shall be a system cost.

29. Wastewater System Advisory Committee

Customer's governing body shall annually appoint a representative to be a voting member of the Wastewater Advisory Committee, whose purpose shall be to consult with and advise Fort Worth, through the Director, on matters pertaining to planning, improvements, grants, rate studies, budgets, administration, and additional wholesale customers, whether same be wholesale customers of Customer or Fort Worth. The Committee may establish bylaws governing the election of officers, meeting dates and other matters pertinent to its functioning.

30. Effective Date

This contract, together with all terms and conditions and covenants, shall be effective as of the date of connection of the Customer system to the Fort Worth System.

31. Miscellaneous

31.1 This agreement is subject to all applicable federal and state laws and any applicable permits, ordinances, or amendments

adopted pursuant to Section 10.1 rules, orders and regulations of any state or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction.

31.2 The Customer agrees to abide by any changes in this agreement made necessary by any amendment or revision to state or federal regulations.

31.3 Upon prior notice by Fort Worth, any duly authorized employee of Fort Worth bearing proper credentials and identification shall notify Customer of need for access to any premises located within Customer's city limits or served by Customer as may be necessary for the purpose of inspections and observation, measurement, sampling and testing and/or auditing, in accordance with the provisions of this contract. Customer may elect to accompany the Fort Worth representative. To the extent permitted by law, Fort Worth agrees to indemnify Customer for any damage or injury to person or property caused by the negligence of such duly authorized employee while such employee is in the course and scope of his employment.

31.4 In each instance herein where reference is made to a federal or state regulation, it is the intention of the parties that, at any given time, the current federal or state regulation shall apply. If a publication or reference work referred to herein is discontinued or ceases to be the generally accepted work in its field, or if conditions change, or new methods or processes are

implemented by Fort Worth, new standards shall be adopted which are in compliance with state and federal laws and any valid rules and regulations pursuant thereto.

31.5 Fort Worth must comply with all federal, state and local government requirements to obtain grants and assistance for system design, system construction and studies. Customer agrees to assist Fort Worth in compliance by setting adequate rates, establishing proper user charges and complying with governmental requirements.

31.6 Section headings in this agreement are for convenience only and do not purport to accurately or completely describe the contents of any section. Such headings are not to be construed as a part of this agreement or any way defining, limiting or amplifying the provisions hereof.

31.7 Whenever any disputed matter herein is to be specifically determined by the use of an arbitrator, the following procedure is to be followed. The party requesting that the dispute be settled by arbitration shall serve on the other party a request in writing that such matter be handled by arbitration. Customer and Director shall mutually agree in writing on the selection of an impartial arbitrator. Such agreement shall be made within ten (10) days from the date that the request for arbitration is received. If an agreement is not reached on the selection of the impartial arbitrator on or before the tenth (10th) day after the date that notice is received, the Director shall immediately request a list of seven qualified neutral arbitrators from the American Arbitration Association of the Federal Mediation and Conciliation

Service, or their successor in function. The Customer and Director may mutually agree on one of the seven arbitrators on the list. If they do not agree within five (5) working days after the receipt of the list, Customer and Director shall alternate striking a name from the list and the name remaining shall be the impartial arbitrator. Customer and Director shall mutually agree on a date for the arbitration hearing. The decision of the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

31.8 Customer agrees to notify Fort Worth in writing within five (5) business days in the event that Customer issues any type of permit authorizing the drilling of a water well or becomes aware that a water well has been drilled within the service area described in Exhibit "A".

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers thereunto duly authorized.

ATTEST:

Alice Cruse
City Secretary

CITY OF FORT WORTH

By: *Mike Boone*
City Manager

APPROVED AS TO FORM AND LEGALITY:

[Signature]
City Attorney

Date: *2/7/94*

C-14159
Contract Authorization

1-25-94
Date

ATTEST:

CITY OF KENNEDALE

Rachy Turner
City Secretary

By: [Signature]
City Administrator

APPROVED AS TO FORM AND LEGALITY:

[Signature]
City Attorney

Date: 9-15-93

Staff Report to the Honorable Mayor and City Council

Date: August 21, 2017

Agenda Item No: REQUIRED APPROVAL ITEMS (CONSENT) - H.

I. Subject:

Consider authorizing the City Manager to extend the Interlocal Agreement for participation in Fort Worth's Environmental Collection Center/Household Hazardous Waste program

II. Originated by:

Kelly Cooper, Director of Human Resources

III. Summary:

This is a renewal agreement that allows Kennedale residents to drop off Household Hazardous Waste at Fort Worth's Environmental Collection Center at no cost to the resident. This agreement has traditionally been an annual agreement which is subject to approval each year. The attached contract changes that to provide that it becomes effective October 1, 2017, after which it will be self-renewing infinitely. It is binding until one or more parties terminate the agreement with a 30-day notice.

The agreement increases the cost to the city by \$3.00 per drop-off, from \$47.00 to \$50.00.

Since October 2016, 114 residents have dropped off household hazardous waste. The greatest participation occurs at the annual Bring It! event, scheduled for September 16, this year. More details about this event are available at www.cityofkennedale.com/bringit.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Interlocal Agreement with Fort Worth for Environmental/Household Hazardous Waste Program 2018	Fort Worth ECC ILA - City of Kennedale FY18_NEED THREE COPIES_FINAL.pdf
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INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S
ENVIRONMENTAL COLLECTION CENTER
HOUSEHOLD HAZARDOUS WASTE PROGRAM
FY2018

INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S
ENVIRONMENTAL COLLECTION CENTER
HOUSEHOLD HAZARDOUS WASTE PROGRAM

THIS AGREEMENT is entered into by and between the City of Fort Worth, Texas, a home-rule municipal corporation situated in Tarrant, Denton, Parker, and Wise Counties, Texas, hereinafter called "Fort Worth," acting by and through Fernando Costa, its duly authorized Assistant City Manager and the City of KENNEDALE, hereinafter referred to as "Participating City" and located in TARRANT County, Texas acting herein by and through GEORGE CAMPBELL its duly authorized CITY MANAGER. (Name)
(Title)

DELIVERY OF NOTICES

Any notices required to be given under this Agreement shall be delivered as follows:

If to Fort Worth:

German Vazquez, Solid Waste Superintendent
Rex Johnson, Environmental Supervisor
Code Compliance – Solid Waste
City of Fort Worth
4100 Columbus Trail
Fort Worth, Texas 76133

If to Participating City:

STEPHENIE CLARDY

Utility Billing Administrator

817-985-2122

sclardy@cityofkennedale.com

City of Kennedale

405 Municipal Drive

Kennedale, TX 76060

OPERATIONAL CONTACTS

Participating City's Operational Contact Persons:

Designated person is: STEPHENIE CLARDY telephone number: 817-985-2122
Mobile phone number (24-hour) where he/she can be reached: _____
Email Address: SCLARDY@CITYOFKENNEDEALE.COM

Alternate person is KELLY COOPER telephone number: 817-985-2106
Mobile phone number (24-hour) where he or she can be reached: _____
Email Address: KCOOPER@CITYOFKENNEDEALE.COM

VOUCHER UTILIZATION

The Participating City:



DOES wish to use a voucher system for its residents visiting the ECC or a mobile event.



DOES NOT wish to use a voucher system for its residents visiting the ECC or a mobile event.

If a voucher system is used only residents with an official voucher provided by Participating City will be allowed to drop wastes off at the ECC or at mobile events in Participating City. **A copy of the official voucher must be attached to this agreement.**

INVOICE DELIVERY

Invoices to Participating City shall be delivered to:

STEPHENIE CLARDY

Name

UTILITY BILLING

Department (if applicable)

405 MUNICIPAL DRIVE

Street Address or PO Box

KENNEDALE, TX 76060

City, State, ZIP

SCLARDY@CITYOFKENNEDEALE.COM

email address for billing questions and correspondence

Participating City shall notify Fort Worth in writing if the above contact information changes during the term of this Agreement.

WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, authorizes the formulation of interlocal cooperation agreements between and among local governments; and

WHEREAS, Texas Government Code, §791.011 provides that a local government may contract with another local government to perform governmental functions and services, and §791.003(3)(H) defines waste disposal as a governmental function and service; and

WHEREAS, Texas Government Code, §791.025 provides that a local government may agree with another local government to purchase services; and

WHEREAS, Fort Worth and Participating City desire to enter into an interlocal agreement whereby Fort Worth will purchase the services of a waste disposal/recycling firm or firms and will administer a household hazardous waste collection program; and

WHEREAS, Fort Worth and Participating City mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, also known as the Interlocal Cooperation Act.

NOW THEREFORE, it is agreed as follows:

1. DEFINITIONS

- A. Unless a provision in this Agreement explicitly states otherwise, the following terms and phrases, as used in this Agreement, shall have the meanings hereinafter designated.

Act of God means an act occasioned by the direct, immediate, and exclusive operation of the forces of nature, uncontrolled or uninfluenced by the power of humans and without human intervention.

Bill of Lading lists the contents of the mobile collection unit.

Environmental Collection Center (ECC) means the City of Fort Worth Code Compliance-Environmental Management Division facility located at 6400 Bridge Street, Fort Worth, Texas, which is to be used by Fort Worth for the aggregation of household hazardous wastes that have been brought to the facility by participating cities' households for subsequent recycling, disposal, and/or reuse.

Environmental damages means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or un-matured, foreseeable or unforeseeable, including without limitation reasonable attorney's fees and disbursements and consultant's fees, any of which are incurred subsequent to the execution of this Agreement as a result of the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of waste pursuant to this Agreement, or the existence of a violation of environmental requirements pertaining to same, and including without limitation:

- (a) Damages for personal injury and death, or injury to property or natural resources;
- (b) Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such wastes or violation of environmental requirements including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or otherwise expended in connection with the existence of such wastes or violations of environmental requirements, and including without limitation any attorney's fees, costs and expenses incurred in enforcing this Agreement or collecting any sums due hereunder; and
- (c) Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph (b) herein.

Environmental requirements means all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states, and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation:

- (a) All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of hazardous materials, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, storm water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and
- (b) All requirements pertaining to the protection of the health and safety of employees or the public.

Force majeure means decrees of or restraints by a governmental instrumentality other than the Parties, acts of God, work stoppages due to labor disputes or strikes, failure of Fort Worth's contractor(s) to perform pursuant to their agreements with Fort Worth for the conduct of the collection of household hazardous waste, fires, explosions, epidemics, floods, extreme weather, riots, war, rebellion, and sabotage.

Household hazardous waste (HHW) means any solid waste generated in a household by a consumer which, except for the exclusion provided for in 40 CFR § 261.4(b)(1), would be classified as a hazardous waste under 40 CFR Part 261.

Manifest means the uniform hazardous waste manifest form(s) that must accompany shipments of municipal hazardous waste or Class 1 industrial solid waste.

Mobile collection event means a household hazardous waste collection event by Participating City utilizing a mobile collection unit.

Mobile Collection Unit (MCU) means a non-self-propelled vehicle used for the periodic collection of household hazardous waste by Participating City, off-site of the ECC, which is transported to the ECC to dispose of the household hazardous waste collected at the mobile collection event. Mobile Collection Units owned by Fort Worth are designed to hold the hazardous waste of approximately 50 to 75 households.

Participating City means the municipality which has entered into this agreement with the City of Fort Worth.

Participating Entities, when used in the plural, means Fort Worth, Participating City, and all other entities which have entered into interlocal agreements with Fort Worth for the ECC household hazardous waste collection program.

Person means an individual, corporation, organization, government, or governmental subdivision or agency, business trust, partnership, association, or any other legal entity.

Waste has the same meaning as "solid waste" as that term is defined in Texas Health and Safety Code §361.003, and including hazardous substances.

- B. Unless a provision in this Agreement explicitly states otherwise, the following abbreviations, as used in this Agreement, shall have the meanings hereinafter designated.

CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act, its amendments, associated case law, and state counterparts.

CPR - cardiopulmonary resuscitation

DOT - United States Department of Transportation

ECC – Fort Worth Environmental Collection Center

EPA - United States Environmental Protection Agency

HAZCAT - hazardous categorization

HAZWOPER - hazardous waste operations and emergency response and the training, certification, and legal requirements associated therewith

HM - hazardous materials

HHW - household hazardous waste

MCU - Mobile Collection Unit

TCEQ – Texas Commission on Environmental Quality

2.
PURPOSE

The purpose of this interlocal agreement (hereafter “Agreement”) is the provision of services by Fort Worth to Participating City whereby, subject to the terms and conditions specified below, Fort Worth will administer and supervise a regional household hazardous waste collection program, which will be available to households within Participating City as described herein.

3.
TERM

This Agreement shall be effective from October 1, 2017 or the date the last party has signed this Agreement. This agreement will be self-renewing infinitely. This agreement will be binding for both parties until one or more parties terminate the agreement. Termination of the agreement shall be provided to both parties 45 days prior to the completion date. However, the duties and responsibilities of the Parties for events which occurred during the term of the contract shall survive.

4.
SERVICES OF FORT WORTH

Fort Worth agrees to perform the following services for Participating City in connection with the ECC household hazardous waste collection program:

- A. Fort Worth will administer a regional household hazardous waste collection program. This program will include the operation of the Environmental Collection Center, which will accept for disposal and/or recycling household hazardous waste from households located within Participating City. Fort Worth shall not accept compressed flammable gas containers; radioactive materials; explosives or potentially shock sensitive materials; biological, etiologic, or infectious materials; wastes from businesses; or any other wastes that Fort Worth has determined are unacceptable. Commercial waste is never accepted by Fort Worth.
- B. Fort Worth will employ or retain personnel to provide the services necessary to perform Fort Worth's obligations in this Agreement.
- C. Fort Worth will enter into a contract(s) with a waste disposal/recycling firm(s) for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of household hazardous waste that is collected at the ECC or during mobile collection events.
- D. Fort Worth will, if requested in writing by Participating City, provide Participating City with copies of waste manifests for shipments of waste from the ECC.
- E. Fort Worth will, if requested in writing by Participating City, provide Participating City a monthly report of the Participating City's households who disposed of household hazardous waste at the Environmental Collection Center or a mobile collection event.
- F. Fort Worth will issue a report and an invoice at the end of each quarter detailing the number of Participating City's households that disposed of household hazardous waste at the Environmental Collection Center or at mobile collection events.

G. Fort Worth will act under this Agreement in accordance with all applicable state and federal laws.

H. Mobile Collection Events

Participating City may schedule a mobile collection event to be operated by Fort Worth personnel using one of Fort Worth's MCUs or conduct their own mobile collection events using either Participating City's MCU or Fort Worth's Reserve MCU (as available). State regulations require notification to the Texas Commission on Environmental Quality (TCEQ) at least 45 days prior to conducting the event.

1. Fort Worth Operated Events:

If Participating City would like to schedule a mobile collection event with the Fort Worth Mobile Collection Unit, Participating City shall contact the ECC as soon as possible for a list of available dates. The time and location shall be agreeable to both parties. Participating City may schedule one mobile collection event each contract year. Fort Worth will file notification of the event with TCEQ as required by 30 TAC §335.403.

(a) Scheduling Events

Fort Worth will begin scheduling mobile collection events for each calendar year on the first scheduled working day after the New Year begins. To ensure proper notification to TCEQ, events must be scheduled at least sixty (60) days ahead of the proposed date. Participating City acknowledges that Fort Worth contracts with other municipalities and that Fort Worth will be accommodating each Participating City's request on a first come first served basis. Therefore, Participating City acknowledges that its chosen date to schedule a mobile collection event may be reserved by another city and Participating City will have to then choose another date. Participating City will, in no event, be entitled to any damages or recovery of any costs, except as provided herein. Only one mobile collection event using Fort Worth staff and equipment per city is entitled under this contract. Additional events may be accommodated if feasible.

(b) Location

If Participating City chooses to hold the Mobile Collection Event on private property, Participating City shall obtain a signed waiver from the owner of the property sixty (60) days prior to the event. The waiver shall be in the form of Exhibit B or similar form approved by Fort Worth. The signed waiver must be sent to Fort Worth sixty (60) days before the Mobile Collection Event. If the signed waiver is not sent to Fort Worth sixty (60) days before the Mobile Collection Event, Fort Worth will not send the Fort Worth Mobile Collection Unit to the event and Participating City will, in no event, be entitled to any damages or recovery of any costs, except as provided herein. All events must be held on an impervious surface.

(c) At the Mobile Collection Event, Participating City acknowledges and agrees that Fort Worth shall accept household hazardous waste from the first 50 households that show proof of residency at the Mobile Collection Event. After the first 50 households, Fort Worth will determine in its sole discretion how

much more waste it can accept for proper transport back to the ECC. If more households arrive at the event than Fort Worth can accept, Participating City will in no event be entitled to any damages or recovery of any costs, except as provided herein.

- (d) Due to limited storage space at the ECC, Participating City acknowledges and agrees that if it requests the Fort Worth Mobile Collection Unit at a mobile collection event, a Participating City's MCU shall not also be at the event.
- (e) Fort Worth, in its sole discretion, will determine whether to send the Fort Worth Mobile Collection Unit to Participating City's Collection Event during adverse weather, the threat of adverse weather, or other hazardous conditions including but not limited to sleet, snow, rain, mist, or hail. In the event Fort Worth determines not to send the Fort Worth Mobile Collection Unit, Fort Worth shall attempt to notify persons listed herein as an "Operational Contact" by the Participating City and shall attempt to send a Fort Worth employee to the Participating City's event to tell any residents that come to dispose of household hazardous waste that the Fort Worth Mobile Collection Unit will not be coming to the event, but the resident can go to the ECC to dispose of the waste. A map with directions to the ECC also will be provided.
- (f) The Participating City agrees to collect collection data at the MCU and provide Fort Worth with a list of total MCU participants and total quantities of wastes listed in an Excel spreadsheet in a template provided by Fort Worth as Exhibit C, within ten (10) days of the mobile collection event. No vouchers, sign-in sheets, or copies of either will be accepted by Fort Worth.

2. Participating City Mobile Collection Unit:

- (a) Fort Worth agrees to accept household hazardous waste from mobile collection events conducted by Participating City using Participating City's MCU in accordance with the terms of this Agreement.
- (b) Fort Worth agrees to restock the items it removes from Participating City's MCU, however, Fort Worth shall only restock items listed in Exhibit "A," attached and incorporated herein as if set forth.

3 Loan of the Reserve Mobile Collection Unit

The reserve MCU is a specially designed and equipped thirty-six (36) foot gooseneck box-trailer and one (1) ton pickup owned by Fort Worth. Participating City may request the loan of Fort Worth's Reserve MCU free of charge for use in a Household Hazardous Waste collection event when available. Participating City may use the Reserve MCU to transport HHW to Fort Worth's ECC or another collection center that may lawfully receive HHW. Participating City shall provide Fort Worth with a written request, facsimile or e-mail, at least sixty (60) days prior to the event date for which the request is made. Fort Worth shall have sole determination whether the Reserve MCU is available for use by Participating City and shall notify Participating City as soon as is reasonably practicable of such decision. Fort Worth shall not participate in nor be responsible for

any part of the Participating City's HHW Collection Event unless and except by written mutual agreement.

- (a) Fort Worth shall disclose any known problems the Reserve MCU may have in performing the tasks necessary for the HHW Collection Event. Prior to issuance of the Reserve MCU, a pre-trip inspection for potential maintenance problems will be performed by Fort Worth. Also, both parties will complete a pre-trip aesthetic assessment. Participating City shall be responsible for all certifications and insurance necessary for the proper operation of the Reserve MCU.
- (b) Participating City agrees to maintain and return the Reserve MCU in as good condition as it was in when Participating City took possession for use. Participating City shall return the Reserve MCU to Fort Worth in a timely manner and as mutually agreed upon.
- (c) Participating City shall be responsible for all property damage, personal injury, or death caused by Participating City's employees, volunteers, contractors, or agents and arising out of the use of the Reserve MCU during the term of this Agreement.
- (d) It is expressly understood and agreed that, in the execution of this Agreement, neither of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement the parties do not intend to create any obligations, expressed or implied, other than those set forth herein and this Agreement shall not create any rights in parties not signatories hereto.

5.

DUTIES OF PARTICIPATING CITY

Participating City agrees to perform the following duties in connection with the household hazardous waste collection program:

- A. Participating City will designate one of its employees, and another as an alternate, to act as its household hazardous waste collection Operational Contact to interact with Fort Worth as designated on the signature page to this contract.
- B. Participating City will coordinate and fund all program advertising targeted to its own citizens, as it deems necessary. Such advertising shall include the type of wastes that will be accepted at the ECC, the requirement of proof of residency, and weather cancellation information.
- C. Participating City shall notify its residents of the ECC hours of operation and dates it is closed as provided in Section 9 "The Environmental Collection Center Hours of Operation."
- D. Participating City may choose to utilize a voucher system for its residents in order for them to bring HHW to the ECC. If Participating City chooses to use such a system, it shall designate so

herein and include a copy of the official voucher. In addition, if a citizen from a Participating City that utilizes a voucher system comes to the ECC or a mobile collection event without a voucher, Participating City acknowledges and agrees that Fort Worth will not accept the household hazardous waste until Participating City authorizes the acceptance in writing.

- E. Participating City may submit a written request for a monthly report listing the number of its city's households that have disposed of household hazardous waste at the ECC or a mobile collection event.
- F. Participating City shall provide traffic control and signage for the mobile collection event, and shall provide personnel to assist Fort Worth with the offloading of material, surveys, and screening of persons dropping off household hazardous waste. Prior to the event, the parties shall agree upon the details of the traffic control, signage, and personnel assistance.
- G. If a Participating City resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge the Participating City based on the total number of households from which the waste originated even if the resident has only one voucher.
- H. Participating City shall provide a means for disposing of solid waste (e.g. boxes, trash, containers) on site during a mobile collection event.
- I. Mobile Collection Events using Participating City's MCU or Reserve MCU
 - 1. Participating City is responsible for proper notification to TCEQ as required by 30 TAC §335.403.
 - 2. Participating City shall advise the ECC at least 72 hours in advance of its mobile collection events. Participating City shall collect only HHW during a mobile collection event. Wastes from commercial, agricultural, and industrial sources shall not be accepted. Participating City shall not accept compressed flammable gas containers; radioactive materials; explosives or potentially shock sensitive materials; biological, etiologic, or infectious materials; or any other wastes that Fort Worth has determined are unacceptable.
 - 3. In accordance with the latest DOT requirements, Participating City's MCU operators will properly categorize, package, mark, label, and load into the MCU, all wastes received at the mobile collection event. Recyclable products (used oil, used oil filters, latex paint, recyclable anti-freeze, lead-acid batteries, and fluorescent lights) will be segregated into containers for recyclables.
 - 4. After accepting wastes, Participating City's MCU operators shall thoroughly check each container for proper labeling and identification. If a container is properly identified, the material will be segregated according to hazard class and prepared for packaging. If a container does not have adequate labeling to permit identification, the MCU operators shall then attempt to identify the material from its physical characteristics using HAZCAT analysis and from information provided by the household presenting the waste.

5. The Participating City's MCU operators shall package all hazardous materials in accordance with DOT requirements, EPA requirements, and all other applicable federal and state requirements. After all the wastes have been properly identified and segregated, the MCU operators will reexamine the wastes for compatibility, list them on the container content sheets, and pack them into drums. Oil-based paints and latex paints shall be bulked separately in 55-gallon drums, or if the paint is left in its container, the paint can be packed in a lined cubic yard box, and packed and labeled according to federal and state regulations. Participating City shall not transport waste that is not HHW to the ECC. Participating City agrees to make its own arrangements to dispose of any non-HHW waste collected at the event.
6. Prior to transporting the HHW from the collection event site, Participating City's MCU operators shall complete a Bill of Lading, and shall keep the Bill of Lading in the cab of the truck hauling the MCU during transportation of the HHW to the ECC. Participating City shall require that a minimum of one copy of the latest North American Emergency Response Guidebook be kept within the cab of the truck.
7. During transportation, Participating City's MCU operators shall placard the MCU for transportation of hazardous waste in accordance with federal and state law.
8. Upon the return of the MCU to the ECC, Participating City's MCU operators shall follow the instructions of Fort Worth regarding the placement of the MCU for unloading. Fort Worth shall take possession of the MCU from Participating City after the MCU has been properly parked for unloading in accordance with Fort Worth's instructions and all required documents have been delivered to the ECC manager or his/her designee at the ECC. Fort Worth shall, within a reasonable amount of time, unload the HHW from the Participating City's MCU and store the unit at the ECC. After being contacted, Participating City shall pickup their unit within 10 days.
9. If Fort Worth, in its sole discretion, determines that Participating City's MCU operators improperly packaged any of the HHW delivered to the ECC, Fort Worth shall repackage such waste, and Participating City shall reimburse Fort Worth as set forth herein.
10. If a spill emanating from the Participating City's MCU or the Reserve MCU occurs at the ECC while the MCU is still in Participating City's possession, Fort Worth shall take control of the spill response and Participating City will reimburse Fort Worth for its response costs as set forth herein.

6.

USE OF WASTE DISPOSAL/RECYCLING FIRMS FOR HOUSEHOLD HAZARDOUS WASTE

- A. Fort Worth will enter into a contract(s) with a waste disposal/recycling firm(s) for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of household hazardous waste, from the ECC.
- B. Such firm(s) shall be required pursuant to the contract(s) to assume generator status for the waste collected, (excluding used oil, lead-acid batteries and antifreeze) to choose a disposal site for the waste subject to Fort Worth's approval, and to indemnify Fort Worth and participating

cities against any and all environmental damages and the violation of any and all environmental requirements resulting from the handling, collection, transportation, storage, disposal, treatment, recovery, and/or recycling of waste collected pursuant to this agreement, when said environmental damages or the violation of said environmental requirements was the result of any act or omission of contractor, its officers, agents, employees, or subcontractors, or the joint act or omission of contractor, its officers, agents, employees, or subcontractors and any other person or entity.

- C. **THE PARTIES RECOGNIZE THAT ALTHOUGH THE FIRM (S) WILL BE REQUIRED TO ASSUME GENERATOR STATUS, THIS ASSUMPTION WILL NOT RELIEVE PARTICIPATING CITY OF LIABILITY FOR THE WASTE UNDER FEDERAL LAW AND STATE LAW.** Fort Worth will arrange for recycling vendors for used oil, batteries, antifreeze, and other materials, as it deems appropriate.

7.

REUSE OF COLLECTED MATERIALS

- A. From time-to-time Fort Worth will make available to residents and businesses of Fort Worth, as well as, Participating City residents and businesses of Participating City for their use, collected household hazardous waste materials that are suitable for reuse, such as paint, fertilizer, motor oil, and antifreeze. Fort Worth shall not charge for any materials that are picked up for reuse.
- B. Some materials made available for reuse may have been consolidated and filtered by Fort Worth prior to being made available. Used antifreeze will have been consolidated in a barrel, filtered, and pH balanced, and new antifreeze may have been added to the barrel.
- C. In regards to materials accepted by Participating City, its employees, residents, or any other person **FORT WORTH MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTIES THAT:**
1. the container contents are what the label indicates;
 2. the container contents are those originally placed into the container by the manufacturer;
 3. the product is of the quality intended for its use;
 4. the contents of the container have been stored properly;
 5. the instructions on the container label for use, storage, and first aid are current or correct;
 6. the container is in unimpaired condition;
 7. the product is still approved for use (i.e., it has not been banned or recalled); and
 8. the product can be used without risk to persons, property or the environment.

FURTHERMORE, ALL WARRANTIES, EXPRESS AND IMPLIED, ARE SPECIFICALLY DENIED. PARTICIPATING CITY SHALL NOTIFY RECIPIENTS OF THESE TERMS AND CONDITIONS.

- D. Participating City shall contact the ECC manager to arrange a pickup time to obtain materials. Participating City agrees that it shall not return to Fort Worth, directly or indirectly, any materials it obtains from Fort Worth under this paragraph.

E. **INDEMNIFICATION REGARDING REUSED OR RECYCLED MATERIALS.**

1. IN REGARDS TO REUSED OR RECYCLED MATERIALS ACCEPTED BY PARTICIPATING CITY, PARTICIPATING CITY DOES HEREBY WAIVE ALL CLAIMS, INCLUDING PRODUCTS LIABILITY CLAIMS, AND RELEASES, AND HOLDS HARMLESS THE CITY OF FORT WORTH, AND ALL OF ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, EXPENSES OF LITIGATION, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OF INJURY TO PERSONS, LOSS OF PROPERTY, DAMAGE TO PROPERTY, OR LOSS OF USE OF ANY PROPERTY , OCCASIONED BY THE TRANSPORTATION, STORAGE, HANDLING, USE, AND DISPOSAL BY PARTICIPATING CITY OF ANY MATERIALS ACCEPTED BY PARTICIPATING CITY UNDER THIS AGREEMENT FROM FORT WORTH.

2. IF THE PARTICIPATING CITY DOES NOT AGREE TO THE INDEMNIFICATION AND WAIVER IN PARAGRAPH E ABOVE, THEN THE PARTICIPATING CITY SHALL NOT ACCEPT, NOR ALLOW ANY OTHER PERSON TO ACCEPT ANY OF THE REUSED OR RECYCLED MATERIALS AND SHALL NOT BE REQUIRED TO AGREE TO THE WAIVER IN PARAGRAPH E. Initial here to reject term 7.E.1. and accept alternate term 7.E.2. _____.

- F. In regards to materials accepted by residents or businesses of Participating Cities, FORT WORTH MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTIES THAT:

1. the container contents are what the label indicates;
2. the container contents are those originally placed into the container by the manufacturer;
3. the product is of the quality intended for its use;
4. the contents of the container have been stored properly;
5. the instructions on the container label for use, storage, and first aid are current or correct;
6. the container is in unimpaired condition;
7. the product is still approved for use (i.e., it has not been banned or recalled); and
8. the product can be used without risk to persons, property or the environment.

FURTHERMORE, ALL WARRANTIES, EXPRESS AND IMPLIED, ARE SPECIFICALLY DENIED.

- G. Participating City shall attempt to inform its residents and businesses that if they go to the Environmental Collection Center to pick up household hazardous waste for reuse, a release of liability must be signed to accept the household hazardous waste for reuse.

8.

RIGHT TO REFUSE WASTE

Participating City agrees that Fort Worth shall have the right to refuse to accept waste at the ECC from Participating City or Participating City's resident, if in the reasonable judgment of Fort Worth:

- A. The waste is not household hazardous waste;
- B. The waste fails to meet other established criteria established by this Agreement, or that have been established by Fort Worth subsequent to the execution of the Agreement;
- C. The individual does not have sufficient identification to establish that he/she is in fact a resident of Participating City;
- D. Participating City has implemented a voucher system for its residents to dispose of waste, and the individual does not have a valid voucher; or
- E. The waste or the individual presents a hazard to the ECC or to persons or property at the ECC.

9.

ENVIRONMENTAL COLLECTION CENTER HOURS AND DAYS
OF OPERATION

- A. Hours of Operation

During the term of the Agreement, the ECC's hours of operation are as follows:

Thursday and Friday 11:00 a.m. - 7:00 p.m.

Saturday 9:00 a.m. - 3:00 p.m.

- B. Days the Environmental Collection Center will be closed

During the term of the agreement, the ECC will be closed on the following holidays that are observed on days the ECC would otherwise be open to the public:

New Year's Day
Martin Luther King Jr. Day
Thanksgiving holiday, Thursday and Friday
Memorial Day
Independence Day
Labor Day
Christmas Day

In addition to the above closures Fort Worth employees may not be available to conduct mobile collection events on other dates to conduct mobile collections within the City of Fort Worth,

although the ECC will remain open on those days. The ECC may close due to furlough days or other causes, and the City of Fort Worth does not represent to Participating City that the ECC will be open on any particular days. If additional closures due to any cause are necessary Fort Worth will notify Participating City prior to the closure unless due to an unforeseeable event.

C. Notifying Residents

Participating City agrees to notify its residents of the ECC's hours of operation and dates it will be closed. Participating City also may advertise the 24-hour Environmental Collection Center telephone number: 817-392-1234.

10.
COMPENSATION

As fair compensation for the services provided by Fort Worth pursuant to this Agreement:

- A. Participating City agrees to pay Fort Worth the sum of **\$50.00** per household per visit to the ECC (or per participating household in a Mobile Collection Event) to dispose of household hazardous waste. If a Participating City resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge the Participating City based on the total number of households from which the waste originated.
- B. If Fort Worth determines that Participating City's MCU operators improperly packaged any of the HHW delivered to the ECC, Fort Worth shall repackage such waste, and Participating City shall reimburse Fort Worth for its staff time at \$20.00 an hour and the cost of supplies.
- C. If a spill emanating from the Participating City's MCU or the Reserve MCU occurs at the ECC while the MCU is still in Participating City's possession, Fort Worth shall take control of the spill response and Participating City will reimburse Fort Worth for its response costs for City staff time (\$60.00 per hour) plus the cost of supplies and the actual costs for the spill response and remediation incurred by the City of Fort Worth for third party contractors and responding governmental agencies.
- D. The amount due to Fort Worth for services provided under this Section, Paragraphs A, B, and C, shall be billed to Participating City quarterly. Participating City shall pay Fort Worth within 30 days of receiving a bill from Fort Worth. If Fort Worth does not receive payment within 30 days, Fort Worth shall inform Participating City in writing that it will not accept any household hazardous waste from Participating City's residents and that Fort Worth will not participate in a mobile collection event or provide a mobile collection unit until paid.
- E. At the end of the term of this Agreement, Fort Worth shall provide a final accounting to Participating City, which will include the total number of Participating City's households which participated in the program, repackaging fees, if any, and the total cost of spill response charged to Participating City, if any.

- F. Pursuant to the requirements of Government Code §791.011 (a)(3), the amount due to Fort Worth under Subparagraph D. above shall be paid from revenues currently available to Participating City in the present fiscal year.

11.

ARTWORK, "CAPTAIN CRUD AND THE CRUDDIES," AND PROMOTIONAL MATERIALS
LICENSE AGREEMENT

Fort Worth is the owner of "**Captain Crud**" and the Cruddies ("**Bloomer**," "**Otto**," "**Pestie**," "**Scrub**," and "**Van Goo**") and the recycling buddies ("**Scrappy**," "**Juggles**," and "**Cana Nana**"), "**Conquer Your Crud**," and "**Crud Cruiser**", and therefore all ownership rights belong to Fort Worth. Fort Worth has registered these marks as service marks with the Secretary of State.

- A. Fort Worth hereby grants to Participating City a non-transferable, non-exclusive license to use all the artwork and promotional materials that may be provided by Fort Worth to be used solely in the conduct of the business of Participating City's disposal and recycling of household hazardous waste programs. If Participating City wishes to use to Licensed Art and/or Promotional Materials in other limited situations, Participating City must first obtain express written consent from Fort Worth.
- B. Fort Worth may provide licensed Artwork and Promotional Materials to Participating City pursuant to the terms of this Agreement. Participating City acknowledges that by virtue of this License, Participating City acquires only the right to use the original and permitted duplicate copies of the Licensed Artwork and Promotional Materials and does not acquire any rights of ownership in the Licensed Artwork and Promotional Materials, which rights shall remain exclusively with Fort Worth. If Participating City wants to modify or change the artwork and/or promotional materials in any manner, Participating City hereby agrees to contact Fort Worth in writing to obtain written consent before modifying or changing any artwork and/or promotional materials.

12.

IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, none of the Participating Cities waives, nor shall be hereby deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, and that the services described in this Agreement are a governmental function.

13.

FORCE MAJEURE

A delay or failure of Fort Worth to perform services pursuant to this Agreement shall be excused to the extent that the delay or failure to perform resulted from a force majeure event, and the delay or failure was beyond the control of Fort Worth and not due to its fault or negligence. Participating City shall not have, and hereby waives, any claim whatever for any damages resulting from delays or failure to perform caused by a force majeure event.

14.
TERMINATION

The parties shall each have the right to terminate the Agreement for any reason, with or without cause, upon thirty (30) days written notice to the other party. Upon termination, the parties shall be released from all contractual obligations to the other party excluding "USE OF WASTE DISPOSAL/RECYCLING FIRMS FOR HOUSEHOLD HAZARDOUS WASTE" "REUSE OF COLLECTED MATERIALS" and ARTWORK, "CAPTAIN CRUD AND THE CRUDDIES," AND "PROMOTIONAL MATERIALS LICENSE AGREEMENT" and any terms and conditions arising from events occurring during the term of the contract .

15.
ENTIRETY

This Agreement contains all commitments and Agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein, except that this Agreement can be amended or modified by the parties if such amendment or modification is in writing and signed by Participating City and Fort Worth.

16.
SEVERABILITY

In the event anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

17.
VENUE

Should any action, real or asserted, at law or in equity, arise out of the terms and conditions of this Agreement, venue for said action shall be in Tarrant County, Texas.

18.
AUTHORITY

This Agreement is made for Fort Worth and Participating City as an Interlocal Agreement, pursuant to Texas Government Code, Chapter 791.

19.
AUTHORIZATION

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

SIGNATURE PAGE

INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S
ENVIRONMENTAL COLLECTION CENTER
HOUSEHOLD HAZARDOUS WASTE PROGRAM

CITY OF FORT WORTH

CITY OF KENNEDALE

By:

By:

Fernando Costa
Assistant City Manager
Date: _____

Printed name: GEORGE CAMPBELL
Title: CITY MANAGER
Date: 08/21/2017

APPROVED AS TO FORM
AND LEGALITY:

APPROVED AS TO FORM
AND LEGALITY:

Christa Reynolds
Sr. Assistant City Attorney

City Attorney / Assistant City Attorney
WAYNE OLSON, CITY ATTORNEY (TOASE)

ATTEST:

ATTEST:

Mary J. Kayser
City Secretary

Witness
LESLIE GALLOWAY, CITY SECRETARY

Contract Authorization No.

CITY OF FORT WORTH
CONTRACT COMPLIANCE MANAGER

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

Rex Johnson
Environmental Supervisor – Environmental Collection Center

Exhibit "A"

RESTOCKING LIST FOR THE MOBILE COLLECTION UNIT

Material	Amount Restocked	Special Needs	Remarks
55 gallon open top drums (open top for loose packs)	Amount taken off the trailer		
55 gallon drums (closed top) (oil, antifreeze, bulk flammable materials and one extra)	Amount taken off the trailer		
Fiber drums (55 or 30 gallon) Aerosols, acids, bases and oxidizers)	Amount taken off the trailer		
Gaylord box liners (plastic)	Amount taken off the trailer		
55 gallon drum liners	Amount taken off the trailer		
5 gallon buckets (filters/haz chemicals)	Amount taken off the trailer		
Survey Forms	Amount taken off the trailer		
Labels/drum placard	Amount taken off the trailer		
Gaylord boxes	Amount taken off the trailer		
Absorbent pads	Amount taken off the trailer		
Vermiculite	Amount taken off the trailer		
Oil dry	Amount taken off the trailer		
Promotional Materials & Brochures	Amount needed		

Exhibit "B"

WAIVER AND RELEASE OF LIABILITY FOR COLLECTION OF HOUSEHOLD
HAZARDOUS WASTE

I being the owner of property located at _____
have been asked by the City of _____ to allow a mobile collection event on
my property to collect household hazardous waste on the _____, 20____. I hereby give my
permission to the City of _____ and the City of Fort Worth, to hold a household
hazardous waste collection event on my property in which the City of _____
has asked the City of Fort Worth to send its mobile collection unit to collect the household hazardous
waste that is brought to the event.

Therefore, I hereby RELEASE, DISCHARGE, HOLD HARMLESS, INDEMNIFY the City of Fort Worth or its
officers, agents, and employees and the City of _____ and its officers, agents,
and/or employees for any and all claims, demands, liability, causes of action, actions or suits of any
character that I may have against the City of Fort Worth or its officers, agents, and/or employees and
the City of _____ or its officers, agents, and/or employees for any property loss
or damage, for any and all personal injury including death or any other damage of any kind or character
which may arises or that arises from allowing the City of _____ to hold a household
hazardous waste collection event, in which the City of Fort Worth sends its mobile collection unit on my
property.

I have read this Waiver and Release and fully understand its terms and conditions. I have not been
influenced in any extent whatsoever by any representation or statements not contained in this
Agreement.

Signature

Date

Witness

Date

Exhibit "C"

MOBILE COLLECTION DATA FORMAT

[illegible][illegible]

Staff Report to the Honorable Mayor and City Council

Date: August 21, 2017

Agenda Item No: REQUIRED APPROVAL ITEMS (CONSENT) - I.

I. Subject:

Consider authorizing the Mayor to sign an Interlocal Agreement with the Fort Worth Transportation Authority (FWTA) for Administrative Cost Funding for Section 5310 Program

II. Originated by:

Leslie Galloway, City Secretary & Communications Coordinator

III. Summary:

This is an annual agreement, between the City of Kennedale and the Fort Worth Transportation Authority (FWTA), that allows for Tarrant County Transportation Services (TCTS) paratransit services to provide transportation of older adults (65+) and disabled residents of Kennedale to and from a variety of venues for shopping, medical appointments, or recreational purposes for a fare of \$2.50 per trip (one-way).

The cost to Kennedale is \$1,288.00. The contracted services will be provided from January 1 through December 31, 2018.

This is pursuant to a Federal grant to FWTA to serve persons in cities without transportation services and which are not members of a transportation authority. This is designated as a Section 5310 program, under Title 49, Section 5310, US Code.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Fort Worth Transportation Authority Interlocal Agreement 2018	ILA_FWTA_2018.pdf
2.	ILA_FWTA_2018_AccompanyingLetter	ILA_FWTA_2018_AccompanyingLetter.pdf

**INTERLOCAL AGREEMENT
FOR ADMINISTRATIVE COSTS FUNDING FOR
SECTION 5310 PROGRAM
BETWEEN
THE FORT WORTH TRANSPORTATION AUTHORITY
AND
THE CITY OF KENNEDALE, TEXAS**

The Fort Worth Transportation Authority ("T") and the City of Kennedale, Texas ("City") are both local governmental entities as that term is used in Chapter 791, Interlocal Cooperation Contracts, V.T.C.A., Government Code. They shall sometimes be referred to collectively as the "Parties".

WHEREAS, the City of Kennedale desires to provide door-to-door paratransit services for elderly and persons with disabilities within Tarrant County and does not have a transportation service nor is a member of a transportation authority; and

WHEREAS, the Fort Worth Transportation Authority is a federal grantee of the Federal Transit Administration and the Federal Transit Administration provides funding to States under Section 5310 of Title 49 of the United States Code, and the goal of the Section 5310 program is to provide transportation for elderly and disabled persons residing in cities that do not have public transportation available to them; and

WHEREAS, the Texas Department of Transportation (TxDOT) asked FWTa to develop and implement a Section 5310 Tarrant County Transportation Services (TCTS) program for otherwise underserved communities in Tarrant county; and

WHEREAS, the Fort Worth Transportation Authority has been awarded the grant for this area and the City of Kennedale is contributing \$1,288.00 towards the administrative costs of the Section 5310 service (TCTS); and

WHEREAS, the monies will support a portion of administrative costs for the transportation services to the described peoples during a 12 month period;

The parties pursuant to City of Kennedale action and Fort Worth Transportation Authority action agrees as follows:

1. This program is called Tarrant County Transportation Services (TCTS). This transportation is provided for a variety of purposes such as medical appointments, shopping or recreation.
2. Each party represents to the other that the delegated costs of the project under the Agreement, as well as any payments made by it pursuant to this Agreement, will be made from current revenues and/or specified grant funds. Further, each Party warrants and represents to the other party that each Party has been authorized by its respective governing body to do so. Each party further represents and warrants to the other Party that any renewal of, deletion, or change to this Agreement will be in writing and authorized by its respective governing body.
3. The Fort Worth Transportation Authority will administer transportation services to the citizens of the City of Kennedale under the program known as Tarrant County Transportation Services from January 1, 2018 through December 31, 2018.
4. The Fort Worth Transportation Authority will administer demand responsive transportation services for the seniors and persons with disabilities of Kennedale according to the federal requirements of the Section 5310 grant and according to the relevant State of Texas statutes.
5. The City of Kennedale will pay the authorized amount to the Fort Worth Transportation Authority within 30 days of receipt of invoice.
6. Fort Worth Transportation Authority will provide access upon request to the Section 5310 records to the City of Kennedale.
7. Parties will comply with all applicable State of Texas and federal statutes and regulations as required by their status as a federal grantee and transit authority of the State of Texas, and federal grantee and municipality of the State of Texas, respectively.
8. The term of this agreement will begin January 1, 2018 and end December 31, 2018.
9. The City of Kennedale will be considered a participating community and the qualifying residents of Kennedale will be entitled to ride TCTS for a one-way trip fare of \$2.50.

CITY OF KENNEDALE, TEXAS

FORT WORTH
TRANSPORTATION AUTHORITY:

By: _____
Mayor

By: _____
Paul J Ballard
President & CEO

ATTEST: _____

APPROVED AS TO FORM:

City Attorney
City of Kennedale, Texas

FORT WORTH TRANSPORTATION AUTHORITY



TEXRail



May to Arlington Express
MAX»»

August 7, 2017

City of Kennedale
City Secretary
405 Municipal Drive
Kennedale, Texas 76060

Reference: Section 5310 Tarrant County Transportation Service Program
Renewal of Interlocal Agreement No. ILA067

Dear Sir/Madam,

The purpose of this letter is to notify you that the Section 5310 Tarrant County Transportation Service (TCTS) Program Interlocal Agreement No. ILA067 between the Fort Worth Transportation Authority (FWTA) and the City of Kennedale is scheduled to expire December 31, 2017.

Enclosed are two (2) original Interlocal Agreements for your City officials' signatures. The agreement is for the period beginning January 1, 2018, through December 31, 2018. After your city officials' has executed both documents, please return them to me for FWTA's signature.

When the agreements are fully executed, we will return one original to you for your Program files. This year's administrative cost contribution is \$1,288.00; to be paid in accordance with the agreement.

For questions or changes, please contact me at 817-215-8752 or via email at sherry.johnson@fwta.org or Carla Forman at 817-215-8903 or via email at carla.forman@fwta.org.

Sincerely,

Sherry Y Johnson, MPA
Contract Administration Manager

SJ/Enclosure

Staff Report to the Honorable Mayor and City Council

Date: August 21, 2017

Agenda Item No: DECISION ITEMS - A.

I. Subject:

Consider approval of bid award for health insurance and authorize the City Manager to sign the agreement

II. Originated by:

Kelly Cooper, Director of Human Resources

III. Summary:

In April 2017, staff met with Brinson Benefits — the City's insurance consultant — regarding employee benefit plans, plan utilization, and preparation for the July bid process. At that time the 12-month 'claims loss ratio' was approximately 108% with four (4) claims over \$15,000, all of those claims ranging from \$32,000 to \$65,000.

Staff met with the benefits committee (comprised of employees from police, fire, finance, library, public works, and community development) on May 23, 2017. The committee recommended that a double-digit renewal increase should be competitively bid to ensure the City is receiving the best pricing available. July 18, 2017, staff received the insurance renewal from the current provider with an overall increase of 33%. Staff immediately bid the insurance to review other competitive offers. The City advertised and received bids from four companies (Blue Cross Blue Shield, Baylor Scott & White, United Health Care (UHC), and Humana).

Humana and Blue Cross were eliminated from consideration due to the highest bid proposal of 25% to 64%. After a review of the Baylor Scott & White proposal, the benefits committee eliminated them from consideration, due to the extremely limited doctor and hospital network.

United Health Care offered alternate plan designs with the most competitive rates (an increase of 20% to 27%). The UHC bid proposal provides a dual option plan design, a Health Savings Account (HSA) and a PPO buy-up option. The HSA has a deductible of \$6,350 for individuals, with 100% coverage after the deductible is met. The PPO plan has a \$5,000 deductible, 80% coinsurance coverage, with primary physician co-pays covered at 100%. The PPO plan will be considered a "buy-up" option, meaning that employees who wish to stay on the PPO will continue to pay \$46.70 per paycheck (\$93.40 per month) toward the cost of the premium. In addition, the committee recommends continuing the Health Reimbursement Arrangement (HRA) for employees who choose not to pay the extra premium to buy-up to the PPO. The HRA provides \$3,350 reimbursement, lowering the deductible to \$3,000 from 6,350. This will require \$17,850 to fund the HRA. A chart comparing current and proposed plans is attached.

The proposed budget presented to City Council August 11, 2017, provided a line item increase of 15%. With the bids presented, the best plan, including funding the HRA is an additional 5%, for a total increase of 20%.

After review of the bid proposals, the employee benefits committee and staff recommend remaining with United Health Care, including the HRA for a total premium increase of 20%. The overall increase cost to the city in health insurance line item is approximately \$74,314.96 for an overall budget expenditure of

\$447,936.96.

Recommendation:

It is recommended that the City accept the bid proposal from United Health Care (UHC) for medical, including the HRA (for a total allocation of \$447,936.96), maintain Brinson Benefits as the agent of record, and authorize the City Manager to execute the agreement.

IV. Fiscal Impact Summary:

After review of the bid proposals, the employee benefits committee and staff recommend remaining with United Health Care, including the HRA for a total premium increase of 20%. The overall increase in the health insurance budget amount is approximately \$74,314.96 for an overall budget expenditure of 447,936.96.

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	FY 2018 Proposed Health Insurance Plan Designs	FY 2018 Proposed Plan Designs.docx
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FY 2018 Proposed Plan Designs

	Current		Proposed	
	UHC HSA	UHC PPO	UHC HSA	UHC PPO
Individual Deductible	5,000.00	3,000.00	6,350.00	5,000.00
Family Deductible	2x	2x	2x	2x
Co- insurance	100%/70%	70%/50%	100%	80%
Out of Pocket Max	6,000.00	6,000.00	6,350.00	6,500.00
Family Out of Pocket	12,000.00	12,000.00	12,700.00	13,000.00
Medical & RX apply to OOP	Yes	Yes	No Copays	Yes
Office Visit Co Pay	100% AD	Under 19: \$0; \$30/\$30/\$60	100% AD	\$0/\$100 specialist
Preventive	100%	100%	100%	100%
Diagnostic -Lab, X-ray	100% AD	100% AD	100% AD	80% AD
Outpatient Surgery	100% AD	70% AD	100% AD	80% AD
ER Copay	100% AD	\$250	100% AD	\$250
ER Coinsurance	100%/100%	70%/70%	100% AD	80%/80% AD
Urgent Care	100 AD	\$75	100% AD	\$50
Prescription	Plan Ded \$10/\$35/\$60	\$20/\$40/\$75	100% AD	\$0/\$50/\$100/\$250 Plan Ded \$250/\$500 Tier 3 & 4 only
Prescription Mail Order	2.5 X	2.5 X	NA	2.5 X
Hospitalization	100%/70%	70%/50%	100% AD	80% AD

*** The proposed UHC plans to not provide out-of-network coverage for either plan (HSA or PPO).**

Rates	Current		Proposed	
	UHC HSA	UHC PPO	UHC HSA	UHC PPO
Employee Only	\$363.71	\$453.34	\$427.45	\$487.11
Employee + Spouse	\$800.16	\$997.35	\$940.39	\$1,071.64
Employee + Children	\$672.86	\$838.68	\$790.78	\$901.15
Employee + Family	\$1,163.87	\$1,450.69	\$1,367.84	\$1,558.75

Staff Report to the Honorable Mayor and City Council

Date: August 21, 2017

Agenda Item No: EXECUTIVE SESSION - A.

I. Subject:

The City Council will meet in closed session pursuant to Section 551.071 of the Texas Government Code for consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion of any item posted on the agenda.

- Altom claim regarding drainage easement at 1033 and 1041 Estates Drive

II. Originated by:

III. Summary:

At this time the City Council will meet in Executive Session.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	ALTOM_Letter to Council Members	ALTOM_Letter to Council Members.pdf
2.	ALTOM_Set 1 Photos	ALTOM_Set 1 Photos.pdf
3.	ALTOM_Set 2 Photos	ALTOM_Set 2 Photos.pdf