



**NOTICE OF REGULAR MEETING AGENDA
LANCASTER CITY COUNCIL
MUNICIPAL CENTER CITY COUNCIL CHAMBERS
211 N. HENRY STREET, LANCASTER, TEXAS**

Monday, January 28, 2013 - 7:00 PM

CALL TO ORDER

INVOCATION: Ministerial Alliance

PLEDGE OF ALLEGIANCE: Councilmember Nina Morris

PROCLAMATION: Lancaster Firefighters Appreciation Week

CITIZENS' COMMENTS:

At this time citizens who have pre-registered before the call to order will be allowed to speak on any matter other than personnel matters or matters under litigation, for a length of time not to exceed three minutes. No Council action or discussion may take place on a matter until such matter has been placed on an agenda and posted in accordance with law.

CONSENT AGENDA:

Items listed under the consent agenda are considered routine and are generally enacted in one motion. The exception to this rule is that a Council Member may request one or more items to be removed from the consent agenda for separate discussion and action.

- C1. Consider approval of minutes from the City Council Regular Meeting held January 14, 2013.
- C2. Consider a resolution declaring certain board, commission and committee position(s) vacant due to excessive absences.
- C3. Consider a resolution approving the terms and conditions of a Disaster Coordination Agreement by and between the City of Lancaster and the American Red Cross – North Texas Region to provide response during a disaster.
- C4. Consider a resolution approving the terms and conditions of an Interlocal Agreement by and between the City of Dallas and the City of Lancaster to provide certain biomedical on-line services.
- C5. Consider a resolution approving the terms and conditions of a Disaster Resource Memorandum of Agreement by and between the City of Lancaster and the Emergency Medical Task Force, Department of State Health Services Lead Regional Advisory Council (Lead RAC), North Central Texas Trauma Regional Advisory Council (NCTTRAC) to provide resources during a disaster.

EXECUTIVE SESSION:

6. The City Council shall convene into closed executive session pursuant to Section § 551.071 (1) of the TEXAS GOVERNMENT CODE to consult with the City Attorney concerning pending litigation or settlement offer regarding Cause No. DC11-10174 Con-Way Truckload, Inc. v. the City of Lancaster.
7. Reconvene into open session. Consider and take appropriate action(s), if any, on executive session matters.

ADJOURNMENT

EXECUTIVE SESSION: The Council reserves the right to convene into executive session on any posted agenda item pursuant to Section 551.071(2) of the TEXAS GOVERNMENT CODE to seek legal advice concerning such subject.

ACCESSIBILITY STATEMENT: The Municipal Center is wheelchair-accessible. For sign interpretive services, call the City Secretary's office, 972-218-1311, or TDD 1-800-735-2989, at least 72 hours prior to the meeting. Reasonable accommodation will be made to assist your needs.

Certificate

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on January 25, 2013 @ 9:00 a.m. and copies thereof were hand delivered to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



Dolle K. Downe, TRMC
City Secretary

LANCASTER CITY COUNCIL

Agenda Communication

January 28, 2013

Item 1

Consider approval of minutes from the City Council Regular Meeting held January 14, 2013.

Background

Attached for your review and consideration are minutes from the:

- City Council Regular Meeting held January 14, 2013

Submitted by:

Dolle K. Downe, City Secretary

MINUTES

LANCASTER CITY COUNCIL MEETING OF JANUARY 14, 2013

The City Council of the City of Lancaster, Texas, met in Regular session in the Council Chambers of City Hall on January 14, 2013 at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present:

Mayor Marcus E. Knight
Stanley Jaglowski
Mayor Pro Tem Marco Mejia
LaShonjia Harris
Nina Morris

Councilmembers Absent:

Walter Weaver
Deputy Mayor Pro Tem James Daniels

City Staff Present:

Opal Mauldin Robertson, City Manager
Alicia Oyedele, Assistant to the City Manager
Larry Flatt, Police Chief
Thomas Griffith, Fire Chief
Dori Lee, Human Resources Director
Rona Stringfellow Govan, Managing Director Public Works / Development Services
Kevin Moore, Recreation Superintendent
Julie Doshier, Associate Attorney on behalf of City Attorney Robert Hager
Dolle Downe, City Secretary

Call to Order:

Mayor Knight called the meeting to order at 7:00 p.m. on January 14, 2013.

Invocation:

Pastor John Richardson with Zion Chapel gave the invocation.

Pledge of Allegiance:

Councilmember LaShonjia Harris led the pledge of allegiance.

Recognition:

Mayor Knight recognized Boy Scout Troup 279 founded by the late Reverend Darnell Pemberton and noted that the troop has three Eagle Scouts including the scout leader, Charles Edward Hill's son. Mayor Knight commented on the importance of encouraging civic engagement.

Citizens Comments:

Keisha Pope, 520 Bald Cypress, stated that she had grievances regarding the Police Department and their response to calls to her home; stated that her complaints have been ignored and that responding police officers have been disrespectful during several incidents. Mayor Knight requested she leave a contact number so that the City Manager could directly discuss and address her specific concerns.

Dewayne Hardin, 2622 Arcady, declined to speak when called on.

Vic Buchanon, 1243 Margaret Court, expressed concerns about what changes may be made in the Code of Ordinances (agenda item C2); also voiced concern about the Con-way matter (agenda item 4) being back on the agenda and Deputy Mayor Pro Tem Daniels, who placed the item on the agenda, not being present at the meeting.

Jim Cheshier, 739 S. Dallas Avenue, stated that the tree is still hanging over the creek at the golf course; thanked staff at the Senior Center and volunteers for their diligent efforts and hard work at the Senior Center.

John Greene, attorney representing Con-Way Truckload, asked that Council agree to reconsider the Con-way item stating that they believe it should be reconsidered for these reasons: the rezoning is consistent with the City's Comprehensive Plan; staff recommended approval of the rezoning; the Planning and Zoning Commission recommended approval; the proposed ordinance is consistent with what was agreed to in mediation; at the Council meeting on September 24, 2012, City Council agreed to the rezoning; and the City would benefit from the jobs created; Mr. Greene commented that at this time, the property will probably remain a field.

Mark Timpe, Assistant Treasurer, Con-Way Truckload, commented that the property was purchased in December 1989 and a second parcel added in 1997; 23 acres were developed; in 2007, Con-Way offered excess property of approximately 18 acres for sale to Martin Transportation with Martin withdrawing their offer due to the inability to secure rezoning; stated that Con-way has continued to work with staff and following several turn downs, has received recommendation of approval from the Planning and Zoning Commission; Mr. Timpe noted that a number of undesirable types of businesses have been removed and pointed out that they are not limited to only considering trucking company uses; asked if denial of the ordinance is an unfair restriction of their trade.

Consent Agenda:

City Secretary Downe read the consent agenda.

- C1. Consider approval of minutes from the City Council Regular Meeting held December 10, 2012.**
- C2. Consider an ordinance adopting and enacting a new Code of Ordinances; providing for the repeal of certain ordinances not included therein; providing a penalty for the violation thereof; and providing for the amendment of such Code.**
- C3. Consider a resolution approving the terms and conditions of the Memorandum of Understanding (MOA) with the Texas Commission on Environmental Quality (TCEQ) regarding Vehicle Idling Limitations within the City of Lancaster.**

Councilmember Jaglowski pulled agenda consent item C2.

MOTION: Councilmember Jaglowski made a motion, seconded by Mayor Pro Tem Mejia, to approve consent items C1 and C3. The vote was cast 5 for, 0 against [Weaver, Daniels absent].

Councilmember Jaglowski asked for clarification regarding the new Code of Ordinances [item C2]. City Secretary Downe stated that the ordinance adopts the recodification of the City's Code of Ordinances incorporating and updating ordinances as adopted and separates the non-development ordinances into its own volume. The Lancaster Development Code remains in full force and effect.

MOTION: Councilmember Morris made a motion, seconded by Mayor Pro Tem Mejia, to approve an ordinance adopting and enacting a new Code of Ordinances [item C2]. The vote was cast 5 for, 0 against [Weaver, Daniels absent].

4.
 - A. **Discuss and consider a motion to reconsider a request of the denial of an ordinance at the December 10, 2012 City Council meeting amending Ordinance No. 2006-04-13, the Lancaster Development Code and Zoning Map of the City of Lancaster, as amended, by granting a change in zoning from LI, Light Industrial, to PD, Planned Development, on approximately 59.04 acres of land in the City of Lancaster, Dallas County, Texas, and more generally located on the north side of Daniieldale Road approximately 1,340+ feet west of the intersection of Houston School Road and Daniieldale Road; and, if necessary,**
 - B. **Discuss and consider an ordinance amending Ordinance No. 2006-04-13, the Lancaster Development Code and Zoning Map of the City of Lancaster, as amended, by granting a change in zoning from LI, Light Industrial, to PD, Planned Development, on approximately 59.04 acres of land in the City of Lancaster, Dallas County, Texas, and more generally located on the north side of Daniieldale Road approximately 1,340+ feet west of the intersection of Houston School Road and Daniieldale Road.**

Mayor Knight noted that this matter has been requested to be brought back for reconsideration and is in two parts with the first part being the motion to reconsider the matter and then with an affirmative vote, consideration of the ordinance.

City Manager Mauldin Robertson stated that Deputy Mayor Pro Tem Daniels requested the item be brought forward for reconsideration and that any member of the governing body may make the motion for reconsideration.

Associate Attorney Doshier reiterated that any member of the governing body may make the motion for reconsideration and following a majority vote to reconsider, City Council may reconsider the zoning ordinance.

MOTION: Councilmember Jaglowski made a motion, seconded by Councilmember Morris, to reconsider a request of the denial of an ordinance at the December 10, 2012 City Council meeting regarding a change in zoning from LI, Light Industrial, to PD, Planned Development, on approximately 59.04 acres generally located on the north side of Daniieldale Road approximately 1,340+ feet west of the intersection of Houston School Road and Daniieldale Road [item 4A]. The vote was cast 3 for [Knight, Jaglowski, Morris], 2 against [Mejia, Harris] [Weaver, Daniels absent].

MOTION: Councilmember Morris made a motion, seconded by Councilmember Jaglowski, to consider an ordinance amending Ordinance No. 2006-04-13, the Lancaster Development Code and Zoning Map of the City of Lancaster, as amended, by granting a change in zoning from LI, Light Industrial, to PD, Planned Development, on approximately 59.04 acres of land in the City of Lancaster and more generally located on the north side of Daniieldale Road approximately 1,340+ feet west of the intersection of Houston School Road and Daniieldale Road [item 4B]. The vote was cast 3 for [Knight, Jaglowski, Morris], 2 against [Mejia, Harris] [Weaver, Daniels absent].

MOTION: Councilmember Morris made a motion, seconded by Mayor Pro Tem Mejia to adjourn. The vote was cast 5 for, 0 against [Weaver, Daniels absent].

The meeting was adjourned at 7:28 p.m.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

LANCASTER CITY COUNCIL

Agenda Communication

January 28, 2013

Item 2

Consider a resolution declaring certain board, commission and committee position(s) vacant due to excessive absences.

This request supports the City Council 2012-2013 Policy Agenda.

Goal: Civic Engagement

Background

In June 2003, City Council adopted an attendance policy for all City Boards and Commissions. The Attendance Policy states “Absences from three (3) consecutive meetings or a total of five (5) absences within a twelve month period shall constitute excessive absences.” The policy further states that upon review of the attendance records “The council, at its next regularly scheduled meeting, shall declare the position vacant...”

City Council asked to review the attendance records on a quarterly basis. Attached are attendance records updated through December 2012 for the following boards:

- Airport Advisory Board
- Animal Shelter Advisory Committee
- Economic Development Corporation Board
- Historic Landmark Preservation Committee
- Library Advisory Board
- Parks and Recreation Advisory / Recreational Development Corporation Board
- Planning and Zoning Commission
- Property Standards and Appeals Board
- Zoning Board of Adjustment

Considerations

A review of the attendance records indicates the following members did not meet attendance standards:

Library Advisory Board

Nakesha Reddick - regular member (term expires July 2013)

Planning and Zoning Commission

Marian Elkins – regular member (term expires July 2013)

The City Council deemed it necessary to establish guidelines for attendance by members of the City's boards and commissions in order to provide for the orderly and effective conduct of meetings and hearings.

Options/Alternatives

1. Council may approve the resolution declaring a vacancy in a position where attendance standards have not been met.
2. Council may deny the resolution.

Recommendation

No staff recommendation. This is a matter of Council policy.

Attachments

- Resolution
 - Attendance records as noted above
 - City Board and Commission Attendance Policy
-

Submitted by:
Angie Arenas, Assistant City Secretary

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, DECLARING CERTAIN BOARD, COMMISSION, AND COMMITTEE POSITION(S) VACANT DUE TO EXCESSIVE ABSENCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council deemed it necessary to establish guidelines for attendance for members of the City's various boards, commissions and committees through a Resolution approved in June 2003; and

WHEREAS, the City Council outlined attendance standards in order to provide for the orderly and effective conduct of meetings and hearings; and

WHEREAS, the City Council believes that it is unfair to the citizens served and to those board, commission, and committee members who are faithful and prompt in their attendance to overlook excessive absences; and

WHEREAS, the City Council has determined that it is in the best interest of the citizens, boards, commissions, and committees of the City of Lancaster to declare positions vacant where attendance standards have not been met;

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

SECTION 1: That the following position is declared vacant due to excessive absences as defined in the City of Lancaster Attendance Policy.

Library Advisory Board

Nakesha Reddick - regular member (term expires July 2013)

Planning and Zoning Commission

Marian Elkins – regular member (term expires July 2013)

SECTION 2. The Resolution shall become effective immediately upon its passage.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 28th day of January 2013.

APPROVED:

Marcus E. Knight, Mayor

ATTEST:

Dolle K. Downe, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

AIRPORT ADVISORY BOARD

Meeting Attendance

<i>Term Expires</i>	<i>Board Members</i>	<i>Jan 12</i>	<i>Feb 12</i>	<i>Mar 12</i>	<i>Apr 12</i>	<i>May 12</i>	<i>Jun 12</i>	<i>Jul 12</i>	<i>Aug 12</i>	<i>Sept 12</i>	<i>Oct 12</i>	<i>Nov 12</i>	<i>Dec 12</i>
2014	<i>Andy Mungenast</i>	<i>P</i>	<i>P</i>	<i>A</i>	<i>P</i>	<i>MC</i>	<i>P</i>	<i>MC</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>MC</i>
2014	<i>Dr. Charles Waldrop, Jr.</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>MC</i>	<i>P</i>	<i>MC</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>MC</i>
2014	<i>Keith Hutchinson</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>MC</i>	<i>P</i>	<i>MC</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>MC</i>
2014	<i>Dean Byers</i>	<i>A</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>MC</i>	<i>P</i>	<i>MC</i>	<i>A</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>MC</i>
2014	<i>John Stewart</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>A</i>	<i>MC</i>	<i>P</i>	<i>MC</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>MC</i>
2014	<i>Tim Fagan</i>	<i>P</i>	<i>A</i>	<i>A</i>	<i>P</i>	<i>MC</i>	<i>P</i>	<i>MC</i>	<i>P</i>	<i>P</i>	<i>A</i>	<i>P</i>	<i>MC</i>
	ALTERNATE												
2013	<i>Chris Chatmon</i>	<i>P</i>	<i>A</i>	<i>P</i>	<i>P</i>	<i>MC</i>	<i>P</i>	<i>MC</i>	<i>P</i>	<i>A</i>	<i>P</i>	<i>P</i>	<i>MC</i>

* Meeting held day after appt.

A= Absent

P = Present

NM = No Meeting

LC = Lack of Quorum

MC = Meeting Cancelled

ANIMAL SHELTER ADVISORY COMMITTEE

<i>Meeting Attendance</i>													
<i>Term Expires</i>	<i>Board Members</i>	<i>Jan 12</i>	<i>Feb 12</i>	<i>Mar 12</i>	<i>Apr 12</i>	<i>May 12</i>	<i>Jun 12</i>	<i>Jul 12</i>	<i>Aug 12</i>	<i>Sep 12</i>	<i>Oct 12</i>	<i>Nov 12</i>	<i>Dec 12</i>
2014	<i>Dr. Alleice Summers</i>	MC	MC	MC	MC								
2014	<i>Larry King</i>	MC	MC	MC	MC								
2014	<i>Thomas Hail</i>	MC	MC	MC	MC								
2013	<i>Mark Wilson</i>	MC	MC	MC	MC								
2013	<i>Nancy Sewell</i>	MC	MC	MC	MC								
	ALTERNATE												
2013	<i>Stacey Jaglowski</i>									* <i>Appt./MC</i>	MC	MC	MC

A = Absent
P = Present
NM = No Meeting
LC = Lack of Quorum
MC = Meeting Cancelled

LANCASTER ECONOMIC DEVELOPMENT CORP. (4A)

<i>Meeting Attendance</i>														
<i>Term Expires</i>	<i>Board Members</i>	<i>Jan 12</i>	<i>Feb 12</i>	<i>Mar 12</i>	<i>Apr 12</i>	<i>May 12</i>	<i>Jun 12</i>	<i>Jul 12</i>	<i>Aug 12</i>	<i>Sep 12</i>	<i>Oct 12</i>	<i>Nov 12</i>	<i>Nov 12</i>	<i>Dec 12</i>
2014	<i>Burleigh Forman</i>	NM	A	NM	A	P	P	NM						
2014	<i>Jon Cole</i>	NM	P	NM	P	P	P	NM						
2014	<i>Vanessa Sheffield</i>	NM	P	NM	A	P	A	NM						
2013	<i>Ric Peterson</i>	NM	P	NM	P	P	P	NM						
2013	<i>Sandi Collier</i>	NM	P	NM	P	P	A	NM						

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P = Present
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HISTORIC LANDMARK PERSERVATION COMMITTEE

<i>Meeting Attendance</i>													
<i>Term Expires</i>	<i>Board Members</i>	<i>Jan 12</i>	<i>Feb 12</i>	<i>Mar 12</i>	<i>Apr 12</i>	<i>May 12</i>	<i>Jun 12</i>	<i>Jul 12</i>	<i>Aug 12</i>	<i>Sep 12</i>	<i>Oct 12</i>	<i>Nov 12</i>	<i>Dec 12</i>
2014	<i>Dee Hinkle</i>	<i>P</i>	<i>A</i>	<i>MC</i>	<i>P</i>	<i>MC</i>	<i>MC</i>						
2014	<i>Patricia Siegfried-Giles</i>	<i>P</i>	<i>P</i>	<i>MC</i>	<i>P</i>	<i>MC</i>	<i>MC</i>						
2013	<i>Cheryl Wright</i>	<i>A</i>	<i>P</i>	<i>MC</i>	<i>A</i>	<i>MC</i>	<i>MC</i>						
2013	<i>Gilles Delaisse</i>	<i>P</i>	<i>A</i>	<i>MC</i>	<i>A</i>	<i>MC</i>	<i>MC</i>						
2013	<i>Glenn Hooper</i>	<i>P</i>	<i>P</i>	<i>MC</i>	<i>P</i>	<i>MC</i>	<i>MC</i>						
	<i>Alternate</i>												
	<i>Vacant</i>												

A = Absent
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LIBRARY ADVISORY BOARD

<i>Meeting Attendance</i>													
<i>Term Expires</i>	<i>Board Members</i>	<i>Jan 12</i>	<i>Feb 12</i>	<i>Mar 12</i>	<i>Apr 12</i>	<i>May 12</i>	<i>Jun 12</i>	<i>Jul 12</i>	<i>Aug 12</i>	<i>Sep 12</i>	<i>Oct 12</i>	<i>Nov 12</i>	<i>Dec 12</i>
2014	<i>Bettie Jones</i>									<i>Appt./NM</i>	<i>NM</i>	<i>P</i>	<i>NM</i>
2014	<i>Doniele Wilson</i>									<i>Appt./NM</i>	<i>NM</i>	<i>P</i>	<i>NM</i>
2014	<i>Laurie Telfair</i>	<i>P</i>	<i>NM</i>	<i>NM</i>	<i>P</i>	<i>NM</i>	<i>NM</i>	<i>NM</i>	<i>P</i>	<i>NM</i>	<i>NM</i>	<i>P</i>	<i>NM</i>
2014	<i>Sarah Barber</i>	<i>P</i>	<i>NM</i>	<i>NM</i>	<i>P</i>	<i>NM</i>	<i>NM</i>	<i>NM</i>	<i>A</i>	<i>NM</i>	<i>NM</i>	<i>A</i>	<i>NM</i>
2013	<i>Kathy Gaither</i>	<i>P</i>	<i>NM</i>	<i>NM</i>	<i>P</i>	<i>NM</i>	<i>NM</i>	<i>NM</i>	<i>P</i>	<i>NM</i>	<i>NM</i>	<i>P</i>	<i>NM</i>
2013	<i>Nakesha Reddick</i>	<i>P</i>	<i>NM</i>	<i>NM</i>	<i>A</i>	<i>NM</i>	<i>NM</i>	<i>NM</i>	<i>A</i>	<i>NM</i>	<i>NM</i>	<i>A</i>	<i>NM</i>
2013	<i>Valencia Stimage</i>	<i>A</i>	<i>NM</i>	<i>NM</i>	<i>P</i>	<i>NM</i>	<i>NM</i>	<i>NM</i>	<i>A</i>	<i>NM</i>	<i>NM</i>	<i>P</i>	<i>NM</i>
	<i>ALTERNATE</i>												
2013	<i>LaToya Browning</i>									<i>Appt./NM</i>	<i>NM</i>	<i>P</i>	<i>NM</i>

A= Absent

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LC = Lack of Quorum

MC = Meeting Cancelled

N/A = No Scheduled Meeting

PARKS AND RECREATION ADVISORY BOARD LANCASTER RECREATIONAL DEVELOPMENT CORP. (4B)

<i>Meeting Attendance</i>													
<i>Term Expires</i>	<i>Board Members</i>	<i>Jan 12</i>	<i>Feb 12</i>	<i>Mar 12</i>	<i>Apr 12</i>	<i>May 12</i>	<i>Jun 12</i>	<i>Jul 12</i>	<i>Aug 12</i>	<i>Sep 12</i>	<i>Oct 12</i>	<i>Nov 12</i>	<i>Dec 12</i>
2014	<i>Cecelia Rutherford</i>	<i>P</i>	<i>P</i>	<i>A</i>	<i>MC</i>	<i>MC</i>	<i>P</i>	<i>A</i>	<i>P</i>	<i>MC</i>	<i>P</i>	<i>MC</i>	<i>MC</i>
2014	<i>Jerry Giles</i>	<i>Appt./P</i>	<i>P</i>	<i>P</i>	<i>MC</i>	<i>MC</i>	<i>A</i>	<i>P</i>	<i>P</i>	<i>MC</i>	<i>P</i>	<i>MC</i>	<i>MC</i>
2014	<i>Spencer Hervey</i>	<i>P</i>	<i>A</i>	<i>P</i>	<i>MC</i>	<i>MC</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>MC</i>	<i>P</i>	<i>MC</i>	<i>MC</i>
2014	<i>Willene Watson</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>MC</i>	<i>MC</i>	<i>A</i>	<i>P</i>	<i>P</i>	<i>MC</i>	<i>P</i>	<i>MC</i>	<i>MC</i>
2013	<i>Abe Cooper</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>MC</i>	<i>MC</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>MC</i>	<i>P</i>	<i>MC</i>	<i>MC</i>
2013	<i>Darwin Isham</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>MC</i>	<i>MC</i>	<i>P</i>	<i>P</i>	<i>A</i>	<i>MC</i>	<i>A</i>	<i>MC</i>	<i>MC</i>
2013	<i>Mary Sykes</i>	<i>A</i>	<i>P</i>	<i>P</i>	<i>MC</i>	<i>MC</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>MC</i>	<i>P</i>	<i>MC</i>	<i>MC</i>
	ALTERNATE												
2013	<i>Donald May</i>	<i>Appt./P</i>	<i>P</i>	<i>P</i>	<i>MC</i>	<i>MC</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>MC</i>	<i>P</i>	<i>MC</i>	<i>MC</i>

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Staff Contact - Sean Johnson
Council Liaison - Councilmember Nina Morris

PLANNING AND ZONING COMMISSION

<i>Meeting Attendance</i>													
<i>Term Expires</i>	<i>Board Members</i>	<i>Jan 12</i>	<i>Feb 12</i>	<i>Mar 12</i>	<i>Apr 12</i>	<i>May 12</i>	<i>Jun 12</i>	<i>Jul 12</i>	<i>Aug 12</i>	<i>Sep 12</i>	<i>Oct 12</i>	<i>Nov 12</i>	<i>Dec 12</i>
2014	<i>Genevieve Robinson</i>									<i>Appt.</i>	<i>P</i>	<i>A</i>	<i>MC</i>
2014	<i>Quinnie Wright</i>	<i>P</i>	<i>P</i>	<i>A</i>	<i>P</i>	<i>MC</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>A</i>	<i>P</i>	<i>P</i>	<i>MC</i>
2013	<i>James Mitchell</i>	<i>A</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>MC</i>	<i>P</i>	<i>P</i>	<i>A</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>MC</i>
2013	<i>Marian Elkins</i>	<i>P</i>	<i>P</i>	<i>A</i>	<i>A</i>	<i>MC</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>A</i>	<i>A</i>	<i>A</i>	<i>MC</i>
2013	<i>Lawrence Prothro</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>MC</i>	<i>P</i>	<i>A</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>MC</i>

A = Absent
P = Present
NM = No Meeting
LC = Lack of Quorum
MC = Meeting Cancelled

PROPERTY STANDARDS AND APPEALS BOARD

<i>Meeting Attendance</i>													
<i>Term Expires</i>	<i>Board Members</i>	<i>Jan 12</i>	<i>Feb 12</i>	<i>Mar 12</i>	<i>Apr 12</i>	<i>May 12</i>	<i>Jun 12</i>	<i>Jul 12</i>	<i>Aug 12</i>	<i>Sep 12</i>	<i>Oct 12</i>	<i>Nov 12</i>	<i>Dec 12</i>
2014	<i>Carolyn Morris</i>	MC	MC	MC	MC	MC	P	MC	MC	MC	MC	P	MC
2014	<i>Richard Wilson</i>	MC	MC	MC	MC	MC	P	MC	MC	MC	MC	P	MC
2014	<i>Sue Wyrick</i>	MC	MC	MC	MC	MC	P	MC	MC	MC	MC	P	MC
2013	<i>Cassandra Andrews</i>	MC	MC	MC	MC	MC	P	MC	MC	MC	MC	P	MC
2013	<i>Mark Larson</i>	MC	MC	MC	MC	MC	A	MC	MC	MC	MC	P	MC
	ALTERNATE												
2013	<i>Donna Lee</i>						NA	NA	NA	NA	MC	P	MC

* NA Not Appointed at this time.

Staff Contact - Larry King
Council Liaison - Councilmember Stanley Jaglowski

A = Absent
P = Present
NM = No Meeting
LC = Lack of Quorum
MC = Meeting Cancelled

ZONING BOARD OF ADJUSTMENT

<i>Meeting Attendance</i>													
<i>Term Expires</i>	<i>Board Members</i>	<i>Jan 12</i>	<i>Feb 12</i>	<i>Mar 12</i>	<i>Apr 12</i>	<i>May 12</i>	<i>Jun 12</i>	<i>July 12</i>	<i>Aug 12</i>	<i>Sep 12</i>	<i>Oct 12</i>	<i>Nov 12</i>	<i>Dec 12</i>
2014	<i>Jack McCauley</i>									<i>Appt./ MC</i>	<i>MC</i>	<i>MC</i>	<i>MC</i>
2014	<i>Rebecca Torres-Swanson</i>	<i>MC</i>	<i>MC</i>	<i>MC</i>	<i>MC</i>	<i>MC</i>	<i>MC</i>						
2013	<i>Deborah Taylor</i>	<i>MC</i>	<i>MC</i>	<i>MC</i>	<i>MC</i>	<i>MC</i>	<i>MC</i>						
2013	<i>Kimest Sanders</i>	<i>MC</i>	<i>MC</i>	<i>MC</i>	<i>MC</i>	<i>MC</i>	<i>MC</i>						
2013	<i>Margaret Brooks</i>	<i>MC</i>	<i>MC</i>	<i>MC</i>	<i>MC</i>	<i>MC</i>	<i>MC</i>						
	ALTERNATE												
2013	<i>Edward Sutton</i>									<i>Appt./MC</i>	<i>MC</i>	<i>MC</i>	<i>MC</i>

A = Absent
P = Present
NM = No Meeting
LC = Lack of Quorum
MC = Meeting Cancelled



City of Lancaster Boards, Commissions and Committees Attendance Policy

Persons appointed to city boards, commissions or committees can only be effective members or alternates if they attend the groups' meetings regularly. Attendance Reports will be maintained by City staff liaisons to the boards/commissions/committees and provided to the City Council on a quarterly basis for their review. In case of excessive absences, the following shall apply:

- (a) In case of excessive absences, a board, commission or committee member or alternate shall be removed from office. Absences from three (3) consecutive meetings or a total of five (5) absences within a twelve-month period shall constitute excessive absences. This provision shall apply even if such meeting is subsequently canceled or postponed due to lack of a quorum.

- (b) The procedure for removal of a member or alternate is as follows: Immediately after a member or alternate has three (3) consecutive absences or a total of five (5) absences within a twelve-month period, the staff liaison of the board, commission or committee shall notify the president or chair in writing. The staff liaison shall notify the city secretary with recommendations in writing within five (5) days of receiving notification. The city secretary shall notify the mayor and city council in writing within five (5) days of receiving notification. The council, at its next regularly scheduled meeting, shall declare the position vacant and instruct the city secretary to notify the board or commission member in question to that effect. The council shall then appoint someone to fill the vacancy from the available alternates or publish the vacancy and make an appointment after sufficient time has passed to receive applications for the position.

LANCASTER CITY COUNCIL

Agenda Communication

January 28, 2013

Item 3

Consider a resolution approving the terms and conditions of a Disaster Coordination Agreement by and between the City of Lancaster and the American Red Cross – North Texas Region to provide response during a disaster.

This request supports the City Council 2012-2013 Policy Agenda.

Goal: Healthy, Safe & Vibrant Neighborhoods

Background

This agreement is in place in the event of a disaster, the American Red Cross will provide services in cooperation with the City of Lancaster. The American Red Cross has the ability to provide mass care and other services the City of Lancaster cannot provide in disaster situations.

Considerations

- **Operational** – Red Cross is included in City of Lancaster disaster plans. Any needed services will be provided in accordance with the agreement.
- **Legal** – The City Attorney has reviewed the agreement.
- **Financial** – The Red Cross provides its services at no cost to the City of Lancaster.
- **Public Information** – No public information is required.

Options/Alternatives

1. Approve the proposed resolution.
2. Reject the resolution and discontinue Red Cross services.

Recommendation

Staff recommends that City Council approve the resolution.

Attachments

- Red Cross Agreement
 - Red Cross Agreement Appendix A
 - Red Cross Resolution
-

Submitted by:

Thomas Griffith, Fire Chief

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A DISASTER COORDINATION AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER AND THE AMERICAN RED CROSS – NORTH TEXAS REGION TO PROVIDE RESPONSE DURING A DISASTER; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Red Cross requested that the City of Lancaster continue its agreement to respond and assist in event of an emergency/disaster situation; and

WHEREAS, the City of Lancaster wishes to continue those disaster response services; and

WHEREAS, the City Council of the City of Lancaster finds that it is in the best interest of the City to continue those disaster services.

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

SECTION 1. The Statement of Agreement by and between the City of Lancaster and American Red Cross – North Texas, attached hereto as Exhibit A, having been reviewed by the City Council of the City of Lancaster, Texas and found to be acceptable and in the best interest of the City and its citizens be and, the same is hereby, in all things approved.

SECTION 2. The City Manager of the City of Lancaster, Texas is hereby authorized to execute said Agreement.

SECTION 3. Any prior Resolutions of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 4. Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 5. This Resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY PASSED AND APPROVED by the City Council of the City of Lancaster, Texas,
on this the 28th day of January, 2013.

APPROVED:

Marcus E. Knight, Mayor

ATTEST:

Dolle K. Downe, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

**STATEMENT OF AGREEMENT
BETWEEN THE
AMERICAN RED CROSS - NORTH TEXAS REGION
AND
THE CITY OF LANCASTER, TEXAS**

I. Purpose

This statement defines methods of cooperation, communication and coordination between the American Red Cross, and the City of Lancaster, relative to emergency/disaster planning, readiness and emergency/disaster operations herein referred to as "Disaster Services Program". Upon signature execution, this statement should be attached to the City of Lancaster Emergency Operations Plan, Annex C Mass Care.

II. Responsibilities

1. The City of Lancaster: The City of Lancaster, (herein referred to as The City) will endeavor to protect the public and to preserve life and property through specific emergency/disaster preparedness activities and by conducting and coordinating actual emergency/disaster relief operations.

2. The American Red Cross: Through its Disaster Services Program, the American Red Cross, (herein referred to as Red Cross) maintains its capability to take immediate action to provide emergency assistance to any number of people affected by, and emergency workers involved in, all-hazards emergencies/disaster or the threat of disaster. Individuals and families who suffer from the effects of emergencies/disaster may have immediate disaster-caused needs and/or may lack sufficient resources to begin their recovery phase. In times of disaster, the needs of people can be identified by:
 - Emergency Assistance - those of such an urgent need that they must be met immediately.
 - Additional Assistance – those that can be met after appropriate planning has been undertaken by the family and the Red Cross.

In conducting its disaster relief services, the Red Cross represents all people and extends aid in an equitable and impartial manner.

All Red Cross disaster relief assistance is an outright grant made possible by voluntary donations of time and money from the American people.

Disaster victims are responsible for their own recovery, and Red Cross assistance is provided to facilitate and support disaster victims in their recovery.

Assistance is based upon addressing disaster-caused need according to the following criteria:

- Resumption of more normal living
- Verification of immediate need
- Identification
- Disaster-caused damage

The Red Cross disaster relief service is delivered in three phases (where applicable):

- Emergency Mass Care Response – The period where shelters are opened for evacuees, mass feeding is provided, damage assessments are conducted, and bulk distribution of relief supplies are provided for disaster victims.
- Emergency Assistance Response – The period when individuals and families received Red Cross assistance on an individual basis to address their disaster-caused emergency needs.
- Additional Assistance Response – When government assistance and other resources are not available to an individual or family, or when such assistance is not adequate to meet disaster-caused needs, the Red Cross may partner with other agencies to provide additional assistance on an individual case-work basis.

Assistance may include disaster relief funds made available through an American Red Cross Client Assistance Card (cash enabled debit card), and/or Disbursing Order (similar to Purchase Order) for food, clothing, temporary shelter, cooking and eating utensils, bedding supplies, cleaning supplies, linens, and other basic needs. In doing so, the Red Cross utilizes all available resources, including those of the family, if they can be used without causing undue hardship; the resources of federal, state, and local government, and private agencies' disaster relief capabilities, in addition to the resources of the Red Cross.

The Red Cross provides persons affected by emergencies the ability to register with the Red Cross Safe and Well Family inquiry system. Safe and Well provides a system for persons affected to self register and provide messages about their current status to family members. The web site is located at <https://disastersafe.redcross.org/>

The Red Cross refers families to available governmental resources and, if necessary, assists families in making application for such aid.

Whenever possible, Red Cross assistance is channeled through normal commercial establishments in the community in an effort to help restore the disrupted local economy.

All Red Cross help to the disaster victims is an outright grant. No repayment is required or requested. All Red Cross Disaster Relief supplies, bulk distribution items and other materials are provided at no charge.

III. Legal Authorities

1. The City conducts its emergency/disaster planning, preparedness and operations activities under these authorities:
 - A. Texas Disaster Act of 1975, 64th Legislature, Article 6889-7 Vernon's Texas Civil Statutes, now Chapter 418 of the Texas Government Code.
 - B. Robert T. Stafford Disaster Relief and Emergency Assistance Act, (as amended) 42 U.S.C. 5121.
 - C. Texas Government Code, Chapter 418 (Emergency Management) and Chapter 421 (The Homeland Security Act of 2003).
 - D. City Authority/Ordinance (if any):

2. The Red Cross conducts its Emergency Planning, Emergency Preparedness, and Emergency Response and Recovery operations activities under these authorities:

In providing disaster relief, the Red Cross has both a legal and a moral mandate that it has neither the authority nor the right to surrender. The Red Cross has both the power and the duty to act in disaster, and our prompt action is clearly expected and supported by the public.

Red Cross authority to perform disaster services was formalized when the organization was chartered by the Congress of the United States in 1905. Among other provisions, this charter charged the Red Cross—

to continue and carry on a system of national and international relief in time of peace and apply the same in mitigating the suffering caused by pestilence, famine, fire, floods, and other great national calamities, and to devise and carry on measures for preventing the same.

-U.S. Congress, Act of January 5, 1905,
as amended, 36 U.S.C.

Red Cross authority to provide disaster services was reaffirmed in federal law in the 1974 Disaster Relief Act (Public Law 93-288) and in 1988 in the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

The American National Red Cross is a nationwide network of more than 800 chapters and Blood Services regions dedicated to saving lives and helping people prevent, prepare for and respond to emergencies. Led by 1.2 million volunteers and 30,000 employees, the Red Cross annually mobilizes relief to families affected by more than 72,000 disasters, trains almost 12 million people in lifesaving skills and exchanges more than a million emergency messages for U.S. military service personnel and their families. The Red Cross is the largest supplier of blood and blood products to more than 3,000 hospitals across the nation and also assists victims of international disasters and conflicts at locations worldwide.

IV. Methods of Cooperation

1. Disaster Services Readiness.

- A. In order to assure continuity in disaster planning, disaster readiness, emergency response readiness, and any other Red Cross program or service, the Red Cross provides local chapter staff and/or volunteers as primary points of contact to local emergency management.
- B. The Red Cross and the City will share their written Emergency Operations/Response Plans.
- C. The City agrees to admit properly identified Red Cross personnel into the disaster impact area to provide Red Cross services.

2. Government Liaison

- A. During disaster operations, the City will provide space within its Emergency Operations Center for a Red Cross Government Liaison.
- B. The Red Cross will assign a Government Liaison to the City's Emergency Operations Center or other command post. Specifically, the Government Liaison will perform as the Red Cross single Point of Contact for the city with shift by shift emphasis on all aspects of Mass Care services for the City, and other applicable Red Cross activities during EOC Operations. Government Liaisons meet all basic NIMS training and are generally assigned to ICS Logistics Section or Operations Section depending upon the jurisdictions EOC ICS or other structure during EOC operations.

3. Emergency Mass Care

- A. Emergency Mass Care – This service involves the coordination of non-medical mass care services to include mass care congregate sheltering of persons displaced by an emergency, organizing of and delivery of feeding operations, providing emergency aid stations at designated Red Cross Service Delivery Sites, collecting and providing information on disaster affected persons to family members (Safe and Well Inquiry), and coordinating bulk distribution of emergency relief items.

The County and the Red Cross will cooperatively conduct and maintain an inventory of all buildings which could potentially serve as mass care shelters. Within municipal jurisdictions, city emergency management typically maintains lists of approved primary and secondary mass care shelter facilities that have been approved by Red Cross through its Shelter Agreement and Shelter Survey.

The Red Cross and Facility Owners will complete a Shelter Agreement for each approved shelter facility that will be used as Mass Care Shelters. This agreement specifically identifies the owner/operator of all

privately owned or city owned facilities identified as available Red Cross shelter facilities. The agreement will also identify Facility Management and Shelter Management use responsibilities, utility costs responsibilities, and other aspects of facility usage. The Facility Owner and the Red Cross will also complete a Shelter Survey for each identified facility included in the Shelter Agreement (a physical site visit by a Red Cross representative to complete a survey document about each facility).

- B. When the need for mass care shelters occur, the City and the Red Cross cooperatively designate one or more mass care shelter facilities based upon anticipated need.
- C. The Red Cross will retain administrative and operational control of the mass care activities it provides. The Red Cross will assign a Shelter Manager to each Red Cross mass care shelter for this purpose and will assume responsibility for the cost of providing Red Cross shelter and feeding operations.

4. Disaster Damage Assessment

- A. The Red Cross and the City agree to exchange and share information related to residential, road and bridge, utilities affected and other disaster caused damage assessment information and to conduct assessments cooperatively to the extent possible.
- B. The City agrees to admit properly identified Red Cross personnel into the disaster impact areas for the purpose of conducting Red Cross disaster damage assessments.

5. Direct Assistance to Families

- A. The Red Cross provides direct assistance to disaster victims as defined in Section II Responsibilities, Paragraph 2 above. In carrying out any relief activities, the Red Cross will exercise administrative and financial control over its own operations.
- B. The City may assist the Red Cross in establishing disaster service centers (if Red Cross deems it necessary to open community disaster service centers during or after a disaster) by providing use of City owned facilities as available and requested.

6. Public Affairs in Disaster and Disaster Fund Raising

The Red Cross will endeavor to communicate to the public through normal mass media communication activities through our Public Affairs and Communications Officers. The Red Cross Public Affairs and Communications Officer will also endeavor to coordinate media messaging with the City Public Information Officer where available. Public communications is vital to the mission of the Red Cross as we depend upon the public for volunteerism, blood products and financial support. Our PIO's are required to message through various media sources including broadcast, print and online social media sources.

The Red Cross may initiate fund raising activities in the affected areas in accordance with existing fund raising ordinances and agreements.

7. Recurrent Local Disasters

- a. The City will notify/contact the Red Cross (refer to Appendix A - Notification and Contact), through the Cities normal method of dispatch communications system(s), and inform the Red Cross of local emergency/disasters where families or individual(s) will require Disaster Services immediate assistance.
- b. The Red Cross will dispatch its Disaster Action Team to recurrent local disasters within two (2) hours of incident notification to meet the emergency needs of the affected families or individual(s).
- c. The Red Cross will, upon request, provide emergency canteen services to firefighters, and other emergency workers at the scene of recurrent local emergencies or disasters (includes extended law enforcement managed emergencies).

8. Notification and Contact, Modification and Cancellation
(Reference Appendix A)

Appendix A shall be reviewed annually for updated contact information and corrected as needed. It is the responsibility of both parties to maintain current contact information.

9. Coordination and Planning of Assistance under Agreement

The City hereby authorizes and directs its Emergency Management Coordinator and his or her staff, and Red Cross hereby authorizes and directs its designated officers or employee, to mutually plan for, establish, and coordinate the details of implementing and furnishing the services and assistance agreed to be provided in the Agreement.

10. Term, Amendment or Cancellation of Agreement

This Agreement shall continue in effect until terminated by either party hereto, by such party giving the other party thirty days written notice (see Appendix A – Modification and Cancellation contact information). This Agreement's Appendix A shall be reviewed annually and modified as appropriate.

11. Mutual Responsibility and Preservation of Defenses

The City agrees to and accepts full responsibility for the condition and maintenance of its premises, and the acts, negligence and/or omissions of all City's employees and agents, City's subcontractors and/or contract laborers in performing services under this Agreement with the Red Cross.

The Red Cross agrees to and accepts full responsibility for negligence, of all Red Cross's employees and agents, performing services under this Agreement which result in Bodily Injury, Death, or Property Damage.

It is further agreed that if a claim or liability should arise from the join or concurring negligence of both parties hereto, it shall be borne by them comparatively in accordance with the laws of the State of Texas.

This paragraph shall not be construed as a waiver by either party of any defenses available to it under the laws of the State of Texas including, without limitations, the defense of governmental immunity and the limitations or liability imposed during times of disaster and emergency by applicable laws.

12. Severability

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

Endorsement

The undersigned officers hereto are the 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 the necessary ordinances, resolutions, orders or other actions extending said authority have been duly passed and are now in full force and effect and, by their signatures hereto, bind themselves to the faithful performance of this Agreement.

City of _____, Texas

North Texas Region

<type name>

Patrick Lacke
Emergency Services
Area Manager

<Type title Mayor or City Manager>

Date_____

Signature

Date_____

Marty Nerren
Emergency Services
Asst. Director, Readiness

Date_____

<type name>

<type title (Ex. Emergency Management
Coordinator)>

Rosemary Mote
Emergency Services Director

Signature

Date_____

Date_____

American Red Cross

**STATEMENT OF AGREEMENT
BETWEEN THE
AMERICAN RED CROSS
AND
THE CITY OF LANCASTER**

**Appendix A
Notification and Contact, Modification and Cancellation**

I. Notification and Contacts

1. The City will alert the American Red Cross – Dallas Area Chapter promptly of actual or potential disasters **during normal business hours** at: 214-678-4800
2. The City will alert the American Red Cross – Dallas Area Chapter promptly of actual or potential disasters **after normal business hours** at: **214-678-4800**
3. The Red Cross may contact the City's Emergency Operations
 - A. The City Emergency Management Coordinator (EMC) may be reached during normal business hours at .
 - B. After normal business hours, the City Emergency Management Coordinator (EMC) may be reached at **(Cell)**

II. Modification and Cancellation

Appendix A shall be reviewed annually for updated contact information and corrected as needed. It is the responsibility of both parties to maintain current contact information.

The Agreement may be cancelled by either party through written notice to the other by notifying the following persons at the following addresses:

<p>The City Thomas Griffith, Fire Chief and Emergency Management Coordinator City of Lancaster 1650 N. Dallas Ave. Lancaster, TX 75134 (Phone) 972-218-2600</p>	<p>The Red Cross Marty Nerren Emergency Services – Asst. Director, Readiness American Red Cross – North Texas Region 4800 Harry Hines Blvd. Dallas, TX 75235 (Phone) 214-678-4555</p>
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LANCASTER CITY COUNCIL

Agenda Communication

January 28, 2013

Item 4

Consider a resolution approving the terms and conditions of an Interlocal Agreement by and between the City of Dallas and the City of Lancaster to provide certain biomedical on-line services.

This request supports the City Council 2012-2013 Policy Agenda.

Goal: Healthy, Safe & Vibrant Neighborhoods

Background

Texas law requires each Advanced Life Support (ALS) ambulance provider to have a qualified medical control system. This medical control agency provides day-to-day on-line medical direction for paramedics in the field. The City of Lancaster has used the Dallas Biomedical On-Line Supervision system for these services since the inception of our paramedic program in 1986. Other Cities that participate in the system are Carrollton, Cedar Hill, Dallas, DeSoto, Duncanville, Farmers Branch, Highland Park, Garland, Irving, Sunnyvale, Mesquite, University Park, and Wills Point. All Cities share the cost of running the system. The system has been recognized as one of the best in the Nation.

Considerations

- **Operational** – Without On-Line Supervision, the City of Lancaster will not be able to provide Ambulance Service to the Citizens of Lancaster.
- **Legal** – The City Attorney has reviewed the agreement.
- **Financial** – The cost to the City of Lancaster is calculated on a per capita basis for an amount not to exceed \$17,327.00. This amount has been budgeted in the Department's fiscal year 2012-2013 budget.
- **Public Information** – There are no public information requirements.

Options/Alternatives

1. Approve the proposed resolution.
2. Reject the resolution and discontinue paramedic services.

Recommendation

Staff recommends that City Council approve the resolution authorizing the City of Lancaster to participate with the City of Dallas for Biomedical On-Line Supervision services.

Attachments

- Resolution
 - City of Dallas Interlocal Agreement
-

Submitted by:
Thomas Griffith, Fire Chief

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF DALLAS AND THE CITY OF LANCASTER, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, FOR SERVICES RELATED TO THE BIOTEL SYSTEM; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Dallas ("Dallas") has renewed its contract with Parkland Health and Hospital System to staff the Dallas Emergency Medical Service Radio Center to provide medical control for paramedics in the field via radio and telemetered patient data ("BioTel System"); and

WHEREAS, the City of Lancaster ("Lancaster") desires to purchase the BioTel system services from Dallas and Dallas desires to sell said services to Lancaster; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE provides authorization for any local government to contract with one or more local governments to perform government functions and services under the terms of the Act; and

WHEREAS, Dallas and Lancaster desire to enter into the Interlocal Agreement permitting Lancaster to purchase BioTel services from Dallas, which is attached hereto and incorporated herein as Exhibit A, and authorizing the City Manager to execute said Agreement;

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

SECTION 1. The City Council hereby authorizes, approves and accepts the terms and conditions of the Interlocal Agreement by and between the City of Lancaster and City of Dallas for BioTel System services, which is attached hereto and incorporated herein by reference as Attachment A; and, the City Manager is hereby authorized to execute said Agreement.

SECTION 2. That this Resolution shall take effect immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this 28th day of January 2013.

APPROVED:

Marcus E. Knight, Mayor

ATTEST:

Dolle K. Downe, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney
(REH/cdb)

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF DALLAS, a Municipal Corporation, located in Dallas County, Texas, (“CITY”) and LANCASTER, TEXAS, a political subdivision of the State of Texas (“LANCASTER”).

WITNESSETH

WHEREAS, the Interlocal Cooperation Act, Chapter 791, V.T.C.A., Texas Government Code provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the CITY issued a Request For Proposal for Biomedical On-Line Supervision for a Dallas area emergency medical system; and

WHEREAS, the BioTel System, staffed by Parkland Health & Hospital System physicians, paramedics, Registered nurses, and clerical staff, was created on July 1, 1980, to provide medical control for paramedics in the field via radio and telemetered patient data; and

WHEREAS, the CITY has, pursuant to Resolution No. 12-2089, has extended its contract term, effective October 1, 2012, with Parkland Health and Hospital System to staff the Dallas Emergency Medical Service Radio Center; and

WHEREAS, the CITY desires to contract with LANCASTER for the sale of BioTel services and LANCASTER desires to purchase from CITY the BioTel system services;

NOW THEREFORE, CITY and LANCASTER hereby enter into this interlocal agreement, for the mutual considerations stated herein:

I.

This Agreement should be administered on behalf of the CITY by the Chief of the Fire Department or his designee (“Chief or Director”).

II.

Upon CITY’S request, the BioTel System shall provide to LANCASTER the medical control operation services selected from the list of services described in the contract between the CITY and Parkland Health and Hospital System.

III.

For the performance of the services provided by the BioTel System, LANCASTER agrees to pay CITY for all services provided by CITY an annual biotelemetry fee to be calculated on a per capita basis and CITY shall issue an invoice reflecting said fee in an amount not to exceed \$17,327.00 for year 2012-2013 for a total not to exceed amount of \$17,327.00 for this term. Payments for each of the various services requested from the CITY by LANCASTER will be made within thirty days after receipt of the invoice from CITY. All payments made under this agreement shall be made from currently available funds. Failure by the LANCASTER City Council to appropriate sufficient funds for the purpose of performing this Agreement shall operate as an automatic termination of the Agreement. LANCASTER shall pay City for all services performed prior to LANCASTER notifying City of such termination.

IV.

The term of this Agreement shall be coterminous with the CITY's extended contract with Parkland Health & Hospital System, which shall begin as of October 1, 2012, and end on September 30, 2013. Upon expiration of this Contract term the Contract will continue on a month to month basis until a new contract between the parties is executed. Either party to this Agreement may terminate the performance of services under this agreement on thirty (30) days written notice to the other party. LANCASTER agrees to pay CITY for the services authorized by the Chief and completed prior to the effective date of termination.

V.

LANCASTER agrees to be responsible for its own acts of negligence and CITY agrees to be responsible for its own acts of negligence, which may arise in connection with the purchase, use, and operation of BioTel System services. In the event of joint and concurrent negligence, LANCASTER and CITY agree that responsibility shall be apportioned comparatively in accordance with the laws of the State of Texas. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

VI.

All notices, communications and reports under the Agreement shall be mailed or delivered to the respective parties as follows:

To CITY:

Chief, Fire Department
7 AS City Hall
1500 Marilla
Dallas, Texas 75201

To LANCASTER, TEXAS:

Chief, Fire Department
City of Lancaster
1501 North Dallas Avenue
Lancaster, Texas 75134

VII.

A. MISCELLANEOUS PROVISIONS

1. Each party to this Agreement paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

2. This Agreement is entered into subject to the Charter and ordinances of the City of Dallas, as amended, and applicable Texas State laws. The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas; and exclusive venue for any litigation that may be filed by either party hereto in connection with this Agreement shall be in Dallas County, Texas.

3. This Agreement can be revised at anytime by mutual consent of the parties and shall be revised by written amendment(s) to this Agreement and signed by both parties. No oral modifications can be made to this Agreement.

4. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

5. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters in this Agreement.

EXECUTED as of this the 22nd day of August 2012, by CITY and LANCASTER, TEXAS.

APPROVED AS TO FORM:
THOMAS P. PERKINS, JR.
City Attorney

CITY OF DALLAS
MARY K. SUHM
City Manager

BY  _____
Assistant City Attorney

BY _____
Assistant City Manager

LANCASTER, TEXAS

LANCASTER, TEXAS

By _____
City Attorney

BY _____
City Manager

LANCASTER CITY COUNCIL

Agenda Communication

January 28, 2013

Item 5

Consider a resolution approving the terms and conditions of a Disaster Resource Memorandum of Agreement by and between the City of Lancaster and the Emergency Medical Task Force, Department of State Health Services Lead Regional Advisory Council (Lead RAC), North Central Texas Trauma Regional Advisory Council (NCTTRAC) to provide resources during a disaster.

This request supports the City Council 2012-2013 Policy Agenda.

Goal: Healthy, Safe & Vibrant Neighborhoods

Background

This agreement is in place in the event of a disaster, the City of Lancaster would be able to respond to another City in the State of Texas and receive reimbursements for our costs from the State of Texas. In return, the City would be able to receive like resources from other agencies within the State in the event of a local disaster.

Considerations

- **Operational** – This agreement permits the City of Lancaster to respond to disasters within the State of Texas on a case-by-case basis as our available resources allow.
- **Legal** – The City Attorney has reviewed the Agreement.
- **Financial** – This agreement allows the City of Lancaster to be reimbursed by the State for response cost.
- **Public Information** – No public information required.

Options/Alternatives

1. Approve the proposed resolution.
2. Reject the resolution and discontinue disaster assistance on the State level.

Recommendation

Staff recommends that City Council approve the resolution.

Attachments

- TX EMTF Resolution
 - TX EMTF Memorandum of Agreement
-

Submitted by:
Thomas Griffith, Fire Chief

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A DISASTER RESOURCE MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER AND THE EMERGENCY MEDICAL TASK FORCE, DEPARTMENT OF STATE HEALTH SERVICES LEAD REGIONAL ADVISORY COUNCIL (LEAD RAC), NORTH CENTRAL TEXAS TRAUMA REGIONAL ADVISORY COUNCIL (NCTTRAC); TO PROVIDE RESOURCES DURING A DISASTER; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Texas Emergency Medical Task Force requested that the City of Lancaster respond and assist in event of an emergency/disaster situation; and

WHEREAS, the City of Lancaster wishes to respond to those disasters and provide resources when available; and

WHEREAS, the City Council of the City of Lancaster finds that it is in the best interest of the City to provide those disaster resources.

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

SECTION 1. The Resource Memorandum of Agreement by and between the City of Lancaster and Texas Emergency Medical Task Force, attached hereto as Exhibit A, having been reviewed by the City Council of the City of Lancaster, Texas and found to be acceptable and in the best interest of the City and its citizens be and, the same is hereby, in all things approved.

SECTION 2. The City Manager of the City of Lancaster, Texas is hereby authorized to execute said Agreement.

SECTION 3. Any prior Resolutions of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 4. Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 5. This Resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY PASSED AND APPROVED by the City Council of the City of Lancaster, Texas, on this the 28th day of January, 2013.

APPROVED:

Marcus E. Knight, Mayor

ATTEST:

Dolle K. Downe, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

TEXAS EMERGENCY MEDICAL TASK FORCE
RESOURCE MEMORANDUM OF AGREEMENT

This Texas Emergency Medical Task Force Memorandum of Agreement (“TX EMTF MOA”) is entered into by and between a Department of State Health Services-designated Lead Regional Advisory Council (“Lead RAC”) North Central Texas Trauma Regional Advisory Council (NCTTRAC), properly authorized to do business in the state of Texas, and Lancaster Fire Department, as a Resource hereafter referred to as Resource that wishes to participate as a member of Emergency Medical Task Force (“EMTF”) in Region 2 (collectively, “the Parties”).



TERM: Ongoing until cancelled by either party with notice to the other.

1) Purpose:

The purpose of this TX EMTF MOA is to establish a mechanism for the utilization and coordination of emergency medical resources and assets in the event of an emergency or disaster, for training purposes, or any other purpose as determined by the Lead RAC, EMTF Region, or DSHS. Assets may be those in the possession of the Hospital Preparedness Program (HPP) “Contractor” or “Subcontractors,” as well as others identified through local and regional planning efforts and subcontractor agreements. Additional purpose statements are included in subsequent sections, appendices, and addenda of this document that relate to specific equipment, supplies, and personnel.

2) Activation & Documentation:

A) Activation

- 1) This agreement may be activated for a State tasked deployment, only by written notification (the “State Mission Assignment”) by the designated DSHS SMOC Director or his/her designees.
- 2) This agreement will be activated by written notification (the “State Mission Assignment”) by the designated Lead RAC official.
- 3) Activation, pursuant to this TX EMTF MOA, may occur at any time, day or night including weekends and/or holidays, only after an official written State Mission Assignment has been sent to the designated Agencies contact(s).
- 4) The Resource acknowledges that assets and/or resources may be requested for activation for any purpose in Section 1.
- 5) Lead RAC will reimburse the Resource the amount funded to the Lead RAC by

DSHS, after submission of completed required documentation per this agreement, for actual costs allowable by DSHS incurred in order to make the assets and/or resources ready for deployment and all allowable costs incurred under the State Mission Assignment, from the time of activation through demobilization as per the Reimbursement section of this agreement (Section 5).

6) The Resource must acknowledge receipt of the State Mission Assignment within one (1) hour and must accept or decline the Mission within two (2) hours of receipt. Upon acceptance of the State Mission Assignment, the Assets must be enroute to the designated mission within the parameters of the State Mission Assignment.

7) For cost reimbursement purposes, the Mission will start when the Asset is activated to be "made-ready" for deployment and will conclude at the time the deployed Asset is ready for re-deployment from its home base after the Lead RAC issues a Demobilization Order or the terms of the State Mission Assignment have been met.

8) The State Mission Assignment will include, at a minimum, the following:

- (a) Authorization to activate;
- (b) List of resources or assets requested;
- (c) Number and qualifications of personnel for the activation;
- (d) Reimbursement processes for personnel & resources activated, including backfill as defined in Appendices A-D.
- (e) Description of activities (including purpose, location to report, etc.); and
- (f) Expected duration of the deployment.

B) Documentation Within four (4) hours of acceptance of the activation, the Resource will receive the official packet containing the State Mission Assignment and reimbursement forms.

3) Terms & Community Support:

A) Terms

1) The Lead RAC shall:

- (a) Activate sufficient In-place assets, to include personnel, to effectively implement the State Mission Assignment.
- (b) Efficiently notify and deploy Agencies as defined in the State Mission Assignment.
- (c) Ensure all Agencies have a current, executed TX EMTF MOA in place at the time of Activation.
- (d) Assure detailed records of expenditures and time spent by Deployed and In-place Assets are complete, accurate, and have adequate supporting documentation as determined by DSHS.
- (e) Establish and maintain a roster of all deployed personnel and resources to facilitate accountability.
- (f) Maintain a list of Resource contacts and back-ups for Activation and Mutual Aid purposes, including name, e-mail address, and primary/secondary phone numbers.
- (g) Maintain a list of 24/7 contact information for all activated Agencies.

- 2) The Resource shall:
 - (a) Certify that all assets (personnel, resources, and equipment) meet all licensing, training and certification requirements related to his/her/its particular profession and/or mission.
 - (b) Make necessary travel arrangements for its deployed assets. Travel reimbursement will be at State of Texas rates unless otherwise agreed in writing prior to deployment.
 - (c) Ensure deployed personnel are rostered as employees of the Resource.

3) Term of this agreement

- (a) Term of this agreement shall begin on the date TX EMTF MOA is signed by the second of the two Parties. This TX EMTF MOA may be terminated by either Party with thirty (30) days written notice to the other Party.

B) Community Support

- 1) This agreement is not intended to replace any mutual aid agreements or compacts that a Resource legally has in place in support of its community.

4) Legal Liability & General Financial Liability:

A) Legal Liability

- 1) Resource shall have no right, and does by this agreement waive its right, to file a claim(s) against DSHS, the State of Texas, and the Lead RAC for any personal or property injuries, damages or requests for State subrogation for any tort that they may incur during activation or arising therefrom, or any other claims filed against them as a result of their activities during activation. DSHS, the State of Texas, and the Lead RAC do not waive any immunity from suit or liability that they may have under state/federal laws and the Texas constitution notwithstanding the above. To the extent that Resource is a local governmental entity, unit of State government, or a Texas political subdivision, the waivers provided herein are further subject to state law and the Texas constitution which may make them unenforceable in whole or in part.
- 2) Resource shall assume responsibility for liability claims, malpractice claims, disability claims, workers' compensation claims, attorneys' fees, and other incurred costs.
- 3) Resource shall assume responsibility for their own acts of negligence.

B) Financial Liability

- 1) The Resource shall continue to assume legal and financial responsibility of the personnel and equipment during the time of activation or deployment.

5) Reimbursement:**A) Summary**

DSHS, in conjunction with the EMTF program, is committed to timely reimbursement of EMS agencies and other entities that provide resources and personnel in times of disaster activation.

The steps below outline the process for DSHS to reimburse the provider within 45 days after a complete and accepted reimbursement packet is received at DSHS.

EMS agencies are encouraged to file their reimbursement packets through their Lead RAC as quickly as possible to ensure timely reimbursement from DSHS and no later than 6 (six) months after the demobilization.

The 45 day reimbursement timeline will begin only after a completed and accepted reimbursement packet is accepted at DSHS.

B) Process

- 1) The Resource submits reimbursement packet to the Lead RAC
- 2) Lead RAC review the Packet for completeness
 - (a) If complete, the Lead RAC will invoice DSHS and include the packet for reimbursement
 - (b) If not complete, the Lead RAC will work with the Resource to complete the packet then submit and invoice with the packet for reimbursement.
- 3) DSHS will review the packet received
 - (a) If complete, DSHS will provide reimbursement to the Lead RAC.
 - (b) If incomplete,
 - (i) DSHS will work with the Lead RAC, or directly with the Resource if appropriate, to identify the corrective action needed.
 - (ii) Once complete, DSHS will provide reimbursement to the Lead RAC.
 - (c) After receipt of the reimbursement from DSHS, the Lead RAC will provide reimbursement to the Resource.

6) Credentialing:

A) The Resource shall certify that all personnel meet all licensing, training and certification requirements related to his/her particular profession and/or mission.

B) When responding to a licensed hospital/healthcare facility, the authorized administrator (or designee), of the requesting/impacted facility, shall be responsible for providing a mechanism for granting emergency credentialing privileges for physicians, nurses, and other licensed or certified healthcare providers to provide services.

7) Ambulance Strike Teams:**A) Purpose:**

- 1) The purpose of this section is to establish a mechanism to mobilize properly staffed and equipped Ambulances to be deployed in an Ambulance Strike Team (AST) configuration (five (5) ambulances and an AST Leader) or other configurations as deemed appropriate for the mission (i.e. individual ambulance resources) as provided for in this TX EMTF MOA.
- 2) The Lead RAC has been tasked to enter into MOU/MOAs with EMS Agencies to provide a minimum of five (5) ASTs from its EMTF regional area.

B) Terms for Agencies;

- 1) The Resource and its assets must meet the following criteria:
 - (a) Must be DSHS Licensed EMS Provider
 - (b) Must have at least twelve (12) months of experience providing local and/or long distance emergency medical services to live human beings in the State of Texas.
 - (c) Must maintain a business office within the boundaries of the State of Texas.
 - (d) Must adhere and abide by all federal, state and local laws and must adhere and abide by the Texas Health & Safety Code, Chapter 773, Emergency Medical Services and the Texas Administrative Code, Title 25: Health Services, Chapter 157: Emergency Medical Care during the time of its deployment to provide mutual aid in a pending or actual disaster and must adhere and abide by all laws and rules at all times.
 - (e) Must keep detailed records (utilizing the DSHS and/or Lead RAC packet of documents/forms) of the services requested and fulfilled, and provide those records, as requested, to the Lead RAC to include, but not be limited to:
 - (i) Patient Care Records;
 - (ii) Patient demographics, including patient(s) insurance information;
 - (iii) A Time Log Record form of activities
 - (f) Must keep all receipts of expenditures during deployment, and submit all requested information for reimbursement on the provided documentation for prompt reimbursement under this TX EMTF MOA.
 - (g) Must be required to be self-sufficient for 72 hours and should be aware that personnel could be living in austere field conditions.
 - (h) Resource must meet DSHS requirements for minimum, lawful staffing per that DSHS licensed ambulance level.
 - (i) This TX EMTF MOA calls for each ambulance to have the minimum number of individual crew members as required by license, per vehicle deployed. Additional crew or support staff members, and any vehicles they may require, must be included in the State Mission Assignment to be eligible for reimbursement.
 - (j) The DSHS Licensed ambulance provider must bill primary sources of

reimbursement, such as Medicaid, Medicare, private insurances or third party providers before sending an invoice to the Lead RAC. The DSHS Licensed ambulance provider must submit to the Lead RAC within ninety (90) days proof of denial, proof of payment, or request for reimbursement for each patient that is transported. ** This requirement may only be excused by DSHS issuing a statement or memorandum of such to the Lead RAC for this activation. The provider must reimburse DSHS if they receive primary source or third party reimbursement after receiving payment from DSHS.
(k) EMS Provider will be reimbursed at the rates in Appendix A.

8) Professional Staff:

A) Purpose:

The purpose of this section is to establish a mechanism whereby certified or licensed professional medical or support staff may be deployed to provide various clinical or support services as requested by the Lead RAC.

B) Description

1) As the Lead RAC enters into MOU/MOAs with DSHS EMS Providers for EMS Staffing. The following list is representative of the principle tasks EMS Personnel might be activated to accomplish:

(a) Medical support provided on buses (coach type bus or school bus) designated to evacuate individuals with medical needs (estimated to be from 2 to 5 EMS Personnel and/or nursing staff per bus). Bus evacuees will primarily be from hospitals, nursing homes, or are the general public who have medical needs and require medical oversight during evacuation, but do not meet ambulance transport criteria.

(b) Field supervision or ASTLs who will manage Ambulance Strike teams comprised of 5-7 ambulances and or AMBUS(es) and will report to the appropriate Incident Command structure.

(c) Uniquely tasked EMS personnel who will serve at any level in the Governor's Division of Emergency Management Incident Command structure as assigned. This could include an air/ground coordination team in a DDC, Medical Incident Support Team (M-IST) members, the State Operations Center or Medical Operations Center, a Regional Medical Operations Center, or in the disaster zone, and will be responsible for managing strike team leaders, task forces, and some individual ambulance assets.

(d) Ambulance staging management and support.

2) As the Lead RAC enters into subcontracts with other entities or individuals to provide professional medical staffing (physicians, nurses, other medical professionals), technical and support services that would be used in the deployment of any asset requested by DSHS, the EMTF Region, or the Lead RAC, the following list is representative of the types of assets that might be activated to accomplish the mission:

(a) Mobile Medical Units (MMUs) as outlined in this agreement.

(b) Other mobile shelters, vehicles, or trailers that may be used for command, communications, storage, and any other identified reason in support of the mission identified by DSHS.

C) Terms for Resource;

- 1) The Resource and its assets must meet the following criteria:
 - (a) If the Professional Staff is deployed to provide patient care, his or her organization must have at least 12 months of continuing experience providing medical services to live human beings in the State of Texas or being an employee of an existing hospital providing direct patient care.
 - (b) Must maintain a business office within the boundaries of the State of Texas.
 - (c) Must abide by all federal, state, and local laws.
 - (d) Will only deploy staff upon receipt and under the terms of the State Mission Assignment as described in Section 2: Activations & Documentation.
 - (e) Will only deploy Resource employed staff as follows:
 - (i) EMS personnel must be currently certified or licensed in Texas at the EMT-Basic level or above and who have no disciplinary actions pending or under investigation that the Resource is aware of.
 - (ii) Registered Nurses must be currently and routinely practicing in an acute care environment providing direct patient care and who have no disciplinary actions pending or under investigation that the Resource is aware of.
 - (iii) Physicians must be affiliated with a healthcare Resource (either directly or through a physician's group) and have no disciplinary actions pending or under investigation that the Resource is aware of.
 - (iv) Any other clinical staff must be employed by a healthcare Resource in a position with the same scope of practice as their role in the activation and have no disciplinary actions pending or under investigation that the Resource is aware of.
 - (v) Any non-clinical staff must be also employed by the Resource.
 - (f) Will deploy the personnel ordered by DSHS in configurations designated by the State Mission Assignment.
 - (g) Medical procedures undertaken by deployed EMS staff will be according to protocols approved by the Resource's Medical Director. The MMU will be under the direction of a physician on site.
 - (h) Must assure detailed records of expenditures and time spent by deployed staff are complete, accurate, and have adequate supporting documentation.
 - (i) Will ensure deployed personnel are self-sufficient for 72 hours or as detailed in the State Mission Assignment and should be aware that they could be living in field conditions.
 - (j) Must ensure that all deployed staff carries proof of his or hers individual certifications and/or licenses as a Texas healthcare professional and a form of picture identification with them at all times.
 - (k) Must assume responsibility for liability claims, malpractice claims, disability claims, workers compensation claims, attorneys' fees, and other incurred costs.

9) Mobile Medical Units, Equipment, and Supplies:**A) Purpose:**

1) The purpose of this section is to establish a mechanism for Mobile Medical Units (“MMUs”), which may include clinical personnel, support personnel, equipment or any combination of the above per the State Mission Assignment, to be deployed for any purpose defined in the TX EMTF MOA

B) Description:

1) The Lead RAC may enter into Subcontracts with other RACs, hospitals, governments, or other entities to provide one or more MMUs to meet the Purpose of this TX EMTF MOA including:

- (a) Non-critical care capability
- (b) Emergent care capability
- (c) Temporary healthcare infrastructure
- (d) Isolation capability, or as a
- (e) Physical structural asset

C) Minimum requirements for a fully staffed MMU:**1) (Clinical and Support staffing) are:**

- (a) Sixteen bed capacity
- (b) Staffing of teams sufficient to support MMU operations based on capability as defined in the State Mission Assignment
- (c) Minimum staffing per shift for each team includes clinical and logistics staffing as defined for the primary mission in the State Mission Assignment and consistent with DSHS typing.
- (d) Clinical Staff may include MD/DOs, RNs, Paramedics/EMTs, MLPs (PAs/APRNs), Pharmacy Technicians, clerks, etc.
- (e) Logistics/Support Staff to support maintenance, electrical, HVAC, communications, transportation, set-up, and demobilization as agreed to by DSHS at the time of mobilization
- (f) Supplies sufficient to fulfill primary mission per the State Mission Assignment for 72 hours
- (g) The Resource will schedule its MMU assets and estimated deployment costs in Appendix D.

10) AMBUS(es)**A) Purpose:**

1) The purpose of this section is to establish a mechanism whereby properly staffed and equipped AMBUS(es) may be deployed for mass transportation and/or care of sick and/or injured persons or to provide aid in a pending or actual disaster as provided in this TX EMTF MOA.

B) Description:

1) The Lead RAC may enter into MOU/MOAs with EMS Providers, hospitals, RACs or governmental entities which:

- (a) Possess an AMBUS(es).
- (b) The AMBUS will be licensed as a Specialty EMS Vehicle by DSHS.

- (c) The AMBUS will be staffed with trained and credentialed staff sufficient to maintain operations
- (d) The minimum staffing per shift are:
 - (i) Properly licensed vehicle driver
 - (ii) Crew Chief
 - (iii) 2 – Paramedics
 - (iv) 2 – EMTs or above
- (e) The Resource will provide its AMBUS asset(s) list and estimated deployment cost with Appendix B.

11) Miscellaneous

A) State Law. If state law applicable to the relationship between Resource and Lead RAC contains additional or more stringent requirements than federal law regarding any aspect of PHI privacy, then the Parties agree to comply with the higher standard contained in applicable state law.

B) Consideration. Each Party recognizes that the promises it has made in this Agreement shall, henceforth, be relied upon by the other Party in choosing to continue or commence a business relationship with the other Party.

C) Modification. This Agreement may only be modified through a writing signed by the Parties and, thus, no oral modification hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as may be required by federal or state law.

D) Acceptance of Mission. Each Party understands and agrees that a Resource has the ability to accept or reject a Mission.

E) Notice to Lead RAC. Any notice required under this Agreement to be given to the Lead Resource shall be made in writing to:

Lead RAC: North Central Texas Trauma Regional Advisory Council
Attn. to: Executive Director
Address: 600 Six Flags Drive, Suite 160
City, State: Arlington, Texas
Zip: 76011

With copy to: The Remington Law Group, PLLC
Attn. to: William P. Remington
Address: 416 West 8th Street
City, State: Dallas, Texas
Zip: 75208

F) Notice to Resource. Any notice required under this Agreement to be given Resource shall be made in writing to:

Thomas Griffith Fire Chief

1650 N. Dallas Ave.

Lancaster, TX 75134

With copy to:

Pat Adamcik, Assistant Chief

1650 N. Dallas Ave.

Lancaster, TX 75134

G) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to choice of law.

H) Transfer or Assignment

- 1) This agreement may be assigned or transferred, if a new Lead RAC is assigned, without requiring the Agency to resign the agreement. The newly designated Lead RAC will send a notice to the Resource with a current, printed copy of the MOA and a NOTICE advising the Resource of the new Lead RAC.
- 2) The NOTICE will include the new Lead RAC information (SECTION 11-E)
- 3) The NOTICE will also include a new Signature section as executed by the new Lead RAC
- 4) Otherwise, neither party may assign, transfer, delegate, or sublicense any of its rights or obligations under this Agreement without the prior written consent of the other party

I) Entire Agreement. This Agreement constitutes the complete agreement between the Parties relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto

Lead RAC: NCTTRAC

North Central Texas Trauma Regional
Advisory Council

Lead RAC Legal Name

Resource Legal Name

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

APPENDIX A

The TX EMTF reimbursement rates effective during the term of this Agreement for the various Assets described are listed below. Any Asset not described or any deviation from these amounts should be specifically included in the State Mission Assignment at the time of the deployment.

1) Allowable costs for EMS Assets:

A) Lead RAC will coordinate reimbursement of a base rate for:
BLS, ALS, and MICU ambulances as per the current fee schedule.

B) with Volunteer Personnel:

1) Lead RAC will reimburse:

(a) Labor Rate of:

(i) \$20.00 for paramedic,

(ii) \$17.50 for EMT Intermediate,

(iii) \$13.50 for EMT basic

for each hour the staff are deployed, plus overtime at time and a half the established rate for any hours worked over 8 within each 24 hour period.

(b) Personal Cost: Maximum of \$50.00 per crew member per deployment (Total of \$100.00 per two member crew) for items needed for the crew to be self-sufficient during the deployment. These items may include food, water, and personal care items. The DSHS EMS Licensed Provider must keep receipts for these items and must submit them to the Lead RAC when the DSHS EMS Licensed Provider submits an invoice to the Lead RAC.

C) Resource with Paid Personnel:

1) Lead RAC will reimburse:

(a) Actual labor costs

(b) Fringe benefits for two (2) crew members per ground ambulance.

(c) The overtime cost (1/2 time) of staff required to fill the regular scheduled shift of staff deployed.

(d) Personal Cost: Maximum of \$50.00 per crew member per deployment (Total of \$100.00 per two member crew) for items needed for the crew to be self-sufficient during the deployment. These items may include food, water, and personal care items. The DSHS EMS Licensed Provider must keep receipts for these items and must submit them to the Lead RAC when the DSHS EMS Licensed Provider submits an invoice to the Lead RAC

(e) Repair of damaged equipment; if applicable.

Ambulance Reimbursement Table

Item	Metric	BLS	ALS	MICU
Vehicle – one Ambulance	Per hour	\$35.00	\$40.00	\$40.00
Per Diem – based on \$35.00 per day/per person of a two person Amb. crew or six person AMBUS crew	Per hour	\$2.92	\$2.92	\$2.92
Medical Supplies Cost – Based on daily rates (BLS \$240.00 per day each)(ALS \$288.00 per day each)(MICU or AMBUS \$360.00 per day each)	Per hour	\$10.00	\$12.00	\$15.00
Reimbursement Rates	Per hour	\$47.92	\$54.92	\$57.92

APPENDIX B

The TX EMTF reimbursement rates effective during the term of this Agreement for the various Assets described are listed below. Any Asset not described or any deviation from these amounts should be specifically included in the State Mission Assignment at the time of the deployment.

1) Allowable costs for AMBUS Assets:**A) Lead RAC will Reimburse:**

- 1) Uncompensated salary costs of staff to “make ready” the Assets for deployment once the State Mission Assignment has been issued; documentation must be submitted for proof of payment;
- 2) Actual hourly labor costs of deployed staff plus fringe benefits
- 3) The overtime cost (1/2 time) of staff required to backfill the regular scheduled shift of staff deployed
- 4) Fuel;
- 5) Shipping/transportation fees;
- 6) Daily usage fee;
- 7) Actual cost for food and lodging will be reimbursed at the rates established by the State Comptroller;
- 8) Personal mileage from home to deployment site and return at a rate per mile as published by the State Comptroller for the time period specified or other specific travel costs;
- 9) Use of rented vehicles will only be reimbursed at the rental rate as established by the State Comptroller or as approved in the State Mission Assignment;
- 10) Use of personal vehicles will only be reimbursed for mileage using the mileage rates currently in effect at the time of deployment as published by the State Comptroller’s office. No other expenses related to the use of personal vehicles will be reimbursed;
- 11) Repair of damaged equipment; if applicable.

AMBUS Reimbursement Table

Item	Per Hour	Per Day
AMBUS	\$40.00	\$960.00
Per Diem – based on \$35.00 per day/per person of a six person AMBUS crew	\$8.75	\$210.00
Supplies	\$15.00	\$360.00
Reimbursement Rates	\$63.75	\$1530.00

APPENDIX C

The TX EMTF reimbursement rates effective during the term of this Agreement for the various Assets described are listed below. Any Asset not described or any deviation from these amounts should be specifically included in the State Mission Assignment at the time of the deployment.

1) Allowable costs for Professional Staff Assets:**A) Lead RAC will reimburse:****1) Paid staff:**

- (a) Actual hourly labor cost of deployed staff plus fringe benefits.
- (b) Personal mileage from home to deployment site and return at a rate per mile as published by the State Comptroller for the time period specified or other specific travel costs (airline travel, rental vehicle, parking, etc.).
- (c) The overtime cost (1/2 time) of staff required to fill the regular scheduled shift of staff deployed.

2) Vehicles

- (a) Resource -owned vehicles that will be used during deployment for field supervision or team leaders will be reimbursed at daily FEMA established rate per hour for vehicle type.
- (b) Use of rented vehicles will only be reimbursed at the rental rate as established by the State Comptroller or as approved in the State Mission Assignment;
- (c) Use of personal vehicles will only be reimbursed for mileage using the mileage rates currently in effect at the time of deployment as published by the State Comptroller's office. No other expenses related to the use of personal vehicles will be reimbursed.

3) Support trailers or Vehicles

- (a) Resource owned vehicles or trailers that are not supervisor vehicles may be used by deployed personnel if approved on the State Mission Assignment. Reimbursement for these Assets shall be reimbursed at the current FEMA published rate.

4) Repair of damaged equipment; if applicable.

APPENDIX D

The TX EMTF reimbursement rates effective during the term of this Agreement for the various Assets described are listed below. Any Asset not described or any deviation from these amounts should be specifically included in the State Mission Assignment at the time of the deployment.

1) Allowable costs for MMU Assets:**A) Lead RAC will Reimburse:**

- 1) Uncompensated salary costs of staff to “make ready” the Assets for deployment once the State Mission Assignment has been issued; documentation must be submitted for proof of payment;
- 2) Uncompensated salary costs of staff deployed with assets for set up and management; documentation must be submitted for proof of payment;
- 3) Actual hourly labor costs of deployed staff plus fringe benefits;
- 4) The overtime cost (1/2 time) of staff if required to backfill the regular scheduled shift of staff deployed.
- 5) Fuel;
- 6) Shipping/transportation fees;
- 7) Daily usage fee;
- 8) Actual cost for food and lodging will be reimbursed at the rates established by the State Comptroller;
- 9) Personal mileage from home to deployment site and return at a rate per mile as published by the State Comptroller for the time period specified or other specific travel costs;
- 10) Use of rented vehicles will only be reimbursed at the rental rate as established by the State Comptroller or as approved in the State Mission Assignment;
- 11) Use of personal vehicles will only be reimbursed for mileage using the mileage rates currently in effect at the time of deployment as published by the State Comptroller’s office. No other expenses related to the use of personal vehicles will be reimbursed
- 12) Supplies used; and
- 13) Repair of damaged equipment; if applicable.

Appendix E

DEFINITIONS

Ambulance – an EMS vehicle that is licensed as an “ambulance” in the State of Texas to the level designated or an EMS vehicle from another state that has been given legal authority by the State of Texas to operate as licensed ambulance in Texas during the current event.

Ambulance Strike Team (AST) – a configuration of five like-typed Ambulances with an Ambulance Strike Team Leader. ASTs are typed by capability.

Ambulance Strike Team Leader (ASTL) – an ASTL credentialed EMS individual, approved by DSHS, assigned to function in a supervisory capacity over EMS resources (usually ASTs), with appropriate, separate transportation.

AMBUS – an Ambulance Bus which is licensed as a “specialty vehicle” ambulance in the State of Texas.

Assets – collectively all personnel, equipment, supplies, and services that may be deployed, utilized, or coordinated by the Parties under this TX EMTF MOA, including RAC staff.

Contractor – an organization that is a Contractor with DSHS for the purposes of managing the Hospital Preparedness Program in a Trauma Service Area.

Deployed Assets – any Asset activated to respond to a State Mission Assignment.

District Disaster Committee – as defined by the Texas Government Code, it is the coordination point for the disaster districts within the State and the point of local coordination between an RMOC and the Governor’s Division of Emergency Management Incident Command Structure.

DSHS – Texas Department of State Health Services

Emergency or Disaster – any incident declared as an “emergency” or a “disaster” by the State of Texas. May be used independently or collectively.

EMS Personnel – an EMS professional licensed or certified by DSHS, to include EMT, EMT-I, EMT-P and Licensed Paramedics.

EMS Provider – an agency licensed in the State of Texas to provide ambulance service.

In-place Assets – any Asset activated in support of the RAC’s ability to implement this TX EMTF MOA.

Lead RAC Activation – the initiation of the terms of this TX EMTF MOA by a State Mission Assignment from the Lead RAC as authorized in Section 2 A of this document.

Lead RAC State Mission Assignment – the mobilization paperwork authorizing the response of the Resource as specified in the State Mission Assignment.

Mission – the Asset specified objectives, goals, etc. as outlined in the State Mission Assignment, including but not limited to destinations, tasks, command support roles, etc.

Mobile Medical Unit (MMU) – a rapidly deployable structure capable of providing medical care in a 16 bed configuration, to include the infrastructure support and staff for its set up and operational use. An MMU alone does not automatically include a clinical staff. A “Staffed MMU” includes the clinical staff configuration.

Parties – the Parties to this TX EMTF MOA, specifically the designated, signing Lead RAC and the Resource.

RAC – an authorized Regional Advisory Council designated by DSHS

Regional Medical Operations Center (RMOC) – a regional medical coordination center, managed at the RAC or multi-RAC (EMTF region) level, in coordination with the Governor’s Division of Emergency Management Incident Command Structure to include local DDCs, the SOC, and the DSHS State Medical Operations Center (SMOC).

RN Strike Team (RNST) – a configuration of five like-typed Registered Nurses of which one will be the RN Strike Team Leader. RNSTs are typed by capability.

Staffed MMU – a clinically staffed, 16 bed capable, rapidly deployable Mobile Medical Unit, utilizing the staffing requirements as approved by DSHS

State Mission Assignment -- paperwork authorizing mobilization response of Resources

Subcontract(s) – the agreement(s) made by the RACs to implement this TX EMTF MOA or manage HPP resources.

Subcontractor – a Resource that is a subcontractor with a RAC for the purposes of implementing this TX EMTF MOA or managing HPP resources.

Training Events – an event approved under this TX EMTF MOA to activate Assets for the purposes of readiness and education of team members.

TX EMTF MOA – this specific Memorandum of Agreement

Warning Order – the initial written notice of a pending State Mission Assignment from DSHS notifying the Lead RAC of the possibility of Activation and possible request to determine the initial availability of Assets.

Appendix F

Asset Information

The following information is needed for planning purposes only. These numbers are not binding. Each Agency will have the option to accept or reject each deployment. Each Agency will also determine the quantity of assets available to deploy.

Please do NOT provide minimal numbers but provide the most accurate estimate of what could be deployed when called upon, if in a scenario that will have minimal impact locally.

The planning numbers should allow Coastal agencies to give real numbers of what could send to a wildfire understanding the same assets could not be provided in a Hurricane situation.

Agencies will have the ability to deploy more or less than the planning numbers listed below.

Agency Name	Lancaster Fire Department
Provider / License #	057013
Agency Mail Address	1650 N. Dallas Ave.
Agency City	Lancaster, Texas
Agency Zip	75134
Agreement Signatory	
What Position (and above) can approve Deployments	Fire Chief
Deployment Contact #	469-371-8164
Deployment Email to:	tgriffith@lancaster-tx.com
Expiration / Renewal Date	11/30/2013

Does each deployable EMS Unit have a VHF Mobile radio (Not HT) with TX InterOp channels?

(VHF-Yes) (VHF-No)

# TX MICUs	<input type="text" value="1"/>	# Task Force Leaders	<input type="text"/>
# Type I ALS w/ HazMat	<input type="text"/>	# EMS Group Supervisors	<input type="text" value="1"/>
# Type II ALS non-HazMat	<input type="text"/>	# Doctors	<input type="text"/>
# Type III BLS w/ HazMat	<input type="text"/>	# Mid-Level Practitioners	<input type="text"/>
# Type IV BLS non-HazMat	<input type="text"/>	# Nurses	<input type="text"/>
# Strike Team Leader	<input type="text" value="1"/>	# Paramedics (not on AMB/AMBUS)	<input type="text" value="6"/>
# Command Center	<input type="text"/>	# EMT-Intermediate(not on AMB/AMBUS)	<input type="text"/>
# AMBUS	<input type="text"/>	# EMT-Basic (not on AMB/AMBUS)	<input type="text"/>
# Mobile Medical Unit	<input type="text"/>	# Tech	<input type="text"/>
# Support Trailer	<input type="text"/>	# Clerk	<input type="text"/>
# M-IST (Medical Incident Support)	<input type="text"/>	# Logistical Crewman	<input type="text"/>
# ASM (Ambulance Staging Manager)	<input type="text"/>	# Command Staff	<input type="text" value="1"/>

LANCASTER CITY COUNCIL

Agenda Communication

January 28, 2013

Item 6

The City Council shall convene into closed executive session pursuant to Section § 551.071 (1) of the TEXAS GOVERNMENT CODE to consult with the City Attorney concerning pending litigation or settlement offer regarding Cause No. DC11-10174 Con-Way Truckload, Inc. v. the City of Lancaster.

Executive Session matter.

Submitted by:
Dolle K. Downe, City Secretary

LANCASTER CITY COUNCIL

Agenda Communication

January 28, 2013

Item 7

Reconvene into open session. Consider and take appropriate action(s), if any, on executive session matters.

Background

This agenda item allows City Council to take action necessary, if any, on item(s) discussed in Executive Session.

Submitted by:

Dolle K. Downe, City Secretary