GARLAND

AGENDA

CITY COUNCIL WORK SESSION
City of Garland
Work Session Room, City Hall
William E. Dollar Municipal Building
200 North Fifth Street
Garland, Texas
September 18, 2017
6:00 p.m.

DEFINITIONS:

Written Briefing: Items that generally do not require a presentation or discussion by the staff or Council. On these items the staff is seeking direction from the Council or providing information in a written format.

Verbal Briefing: These items do not require written background information or are an update on items previously discussed by the Council.

Regular Item: These items generally require discussion between the Council and staff, boards, commissions, or consultants. These items are often accompanied by a formal presentation followed by discussion.

[Public comment will not be accepted during Work Session unless Council determines otherwise.]

NOTICE: The City Council may recess from the open session and convene in a closed executive session if the discussion of any of the listed agenda items concerns one or more of the following matters:

(1) Pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct. Sec. 551.071, Tex. Gov't Code.

(2) The purchase, exchange, lease or value of real property, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.072, Tex. Gov't Code.

(3) A contract for a prospective gift or donation to the City, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.073, Tex. Gov't Code.

(4) Personnel matters involving the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint against an officer or employee. Sec. 551.074, Tex. Gov't Code.

(5) The deployment, or specific occasions for implementation of security personnel or devices. Sec. 551.076, Tex. Gov't Code.

(6) Discussions or deliberations regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect of the sort described in this provision. Sec. 551.087, Tex. Gov't Code.

(7) Discussions, deliberations, votes, or other final action on matters related to the City's competitive activity, including information that would, if disclosed, give advantage to competitors or prospective competitors and is reasonably related to one or more of the following categories of information:

- generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling;
- bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
- effective fuel and purchased power agreements and fuel transportation arrangements and contracts;
- risk management information, contracts, and strategies, including fuel hedging and storage;
- plans, studies, proposals, and analyses for system improvements, additions, or sales, other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider; and
- customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies. Sec. 551.086; Tex. Gov't Code; Sec. 552.133, Tex. Gov't Code]

1. Consider the Consent Agenda

A member of the City Council may ask for discussion or further information on an item posted as a consent agenda item on the next Regular Meeting of the City Council. The Council Member may also ask that an item on the posted consent agenda be pulled from the consent agenda and considered for a vote separate from consent agenda items on the regular agenda. All discussions or deliberations on this portion of the work session agenda are limited to posted agenda items and may not include a new or unposted subject matter.

2. Written Briefings:

a. Amendment to the Project Specific Agreement with Dallas County for Garland Bridges over "Type B" Public Roadway, R&B Project #011

Council is requested to consider authorizing the City Manager to execute Amendment No. 1 to the PSA with Dallas County. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 19, 2017 Regular Meeting.

b. Speed Limit Revisions (IH-635 Frontage Roads)

Council is requested to consider establishing and revising speed limits on IH-635 Frontage Roads. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the October 2, 2017 Regular Meeting.

c. Bio-Tel Interlocal Agreement

Council is requested to consider authorizing the City Manager to execute the amendment that extends the Inter-local Agreement signed in October of 2016 between Garland and Parkland, by an additional two years, for Bio-Tel Services to act as medical control for Garland Fire Department's EMS. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 19, 2017 Regular Meeting.

3. Verbal Briefings:

a. Transportation Update

The Transportation Director will provide an update on major strategic transportation initiatives in Garland.

b. Budget Discussions - Contingency Only

If necessary, Council will hold further discussions on the 2017-18 Budget.

c. NLC - Transportation Committee Report

Council Member B.J. Williams will provide Council with an update on his NLC - Transportation Committee Trip to D.C.

d. Abandoned National Guard Facility at Central Park

At the request of Mayor Pro Tem David Gibbons and Council Member Rich Aubin, Council is requested to discuss the proposed use of the abandoned National Guard facility at Central Park for "maker space" operations.

e. Tinsley-Lyles House

At the request of Mayor Pro Tem David Gibbons and Council Member Rich Aubin, Council is requested to discuss the Tinsley-Lyles House.

4. Regular Items:

a. Dallas Central Appraisal District (DCAD) Board of Directors Nomination

Council is requested to consider nominating one candidate to the DCAD Board of Directors. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the October 2, 2017 Regular Meeting.

5. Discuss Appointments to Boards and Commissions

Council Member Rich Aubin

- Gina Shanks - Community Multicultural Commission

Council Member Robert Vera

- Carlos Porras - Downtown TIF Board
- Joel Requenez - Community Multicultural Commission

Council Member Robert John Smith

- Rex Kyle - TIF I-30
- Christopher Ott - Plan Commission

6. Announce Future Agenda Items

A member of the City Council, with a second by another member, or the Mayor alone, may ask that an item be placed on a future agenda of the City Council or a committee of the City Council. No substantive discussion of that item will take place at this time.

7. Council will move into Executive Session

EXECUTIVE SESSION
AGENDA

NOTICE: The City Council may recess from the open session and convene in a closed executive session if the discussion of any of the listed agenda items concerns one or more of the following matters:

The City Council will convene in executive session to discuss the following matters:

- **Pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct. Sec. 551.071, TEX. GOV'T CODE.**

  Cause No. DC-15-15116; Bryant v. City of Garland, 68th Judicial District Court, Dallas County, Texas

  Cause No. DC-16-00723; Killian v. City of Garland, 160th Judicial District Court, Dallas County, Texas

  Cause No. __-17-__; City of McAllen, et al. v. State of Texas, et al. __ Judicial District Court, Travis County, Texas

- **The deployment, or specific occasions for implementation, of security personnel or devices or a security audit. Sec. 551.076, TEX. GOV'T CODE.**

  City Hall security

- **The City Council will convene in executive session pursuant to Section 551.072, of the Texas Government Code to consider the purchase, exchange, lease or value of real estate property regarding a tract of land generally situated in the southwest portion of Garland.**

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8. Regular Items Continued:

a. Council Governance

The City Council will continue discussions related to Council interactions, communications, and governance.

9. Adjourn

GARLAND
POLICY REPORT

City Council Work Session Agenda **2.a.**

Meeting Date: September 18, 2017

Item Title: Amendment to the Project Specific Agreement with Dallas County for Garland Bridges over "Type B" Public Roadway, R&B Project #011

Submitted By: Michael Polocek, Engineering Director

Council Goal: Consistent Delivery of Reliable City Services
Safe, Family-Friendly Neighborhoods

ISSUE

Consider whether to enter into Amendment No 1 to the Project Supplemental Agreement (PSA) with Dallas County for increased participation in remediation repairs of bridges over Type B thoroughfares within Dallas County District 1.

OPTIONS

A. Adopt a Resolution which authorizes the City Manager to execute the attached Amendment No. 1 to the PSA with Dallas County.

B. Take no action.

RECOMMENDATION

Option A – Authorize the City Manager to execute Amendment No. 1 to the PSA with Dallas County. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 19, 2017 Regular Meeting.

BACKGROUND

1. In 2014 the City executed a Master Agreement with Dallas County that provides general terms regarding funding availability, agency responsibilities, etc., for "partnering" on eligible transportation related maintenance work on certain designated roadways in the city limits of Garland. The Master Agreement is the contractual commitment for eventual specific projects. A Project Specific Agreement (PSA) is then required to finalize specific costs and project management. Generally, Dallas County provides a 50% share of all eligible paving and drainage costs.
2. In July 2016, the City and Dallas County entered into a PSA for the participation in remediation repairs of bridges over Type B thoroughfares within Dallas County Commissioner Daniel's District 1. The PSA established a total cost of the bridge remediation repairs of $922,240.00. The PSA also established fiduciary responsibility of both the City and Dallas County being 50% or $461,120.00.

3. The City bid the project resulting in a total cost of $2,808,627.00. This increase in costs was due to additional damages sustained to the bridges during storm events while the repair project was being designed. In an effort to preserve bid prices, the City Council approved a Budget Amendment on July 18, 2017 to cover the difference in costs, which was $958,614 more than anticipated prior to bidding.
4. Since then, the City solicited Dallas County requesting additional funding participation and an Amendment to the PSA re-establishing the new cost share amounts. Dallas County agreed and will contribute an additional $968,193.50 to the project. The proposed Amendment No. 1 to the PSA identifies total bid costs of the bridge repairs plus $50,000 County in-house delivery costs in Commissioner Daniel's District to be $2,858,627.00. The Amendment No. 1 to the PSA also establishes the participation between the City and Dallas County to be 50/50 or $1,429,313.50 each.

CONSIDERATION

1. Council action is required to authorize the City Manager to execute Amendment No. 1 with Dallas County.

2. Amendment No. 1 has been reviewed by the City Attorney's Office.

Attachments

Amendment No. 1 To Dallas County PSA

Location Map

First Amendment to the Project Specific Agreement
Re: Garland Bridges over "Type B" Public Roadway, R&B Project #011
Made Pursuant to Master Road & Bridge Interlocal Maintenance Agreement
Between Dallas County, Texas and City of Garland, Texas

This First Amendment to the Project Specific Agreement ("First Amendment") is entered into this_______________day of _______________, 2017, to amend the Project Specific Agreement ("PSA") between the City of Garland, Texas ("City"), and County of Dallas ("County") acting by and through their duly authorized representatives and officials, for the purpose of transportation-related maintenance, repairs and improvements to be undertaken on bridges over public roadway as more fully set forth and described in Attachments "A-1", "A-2", "A-3", "B-1" and "B-2", which are incorporated herein by reference regarding Road and Bridge Project #011 ("Project").

WHEREAS, Chapter 791 of The Texas Government Code and Chapters 241 and 472 of the Texas Transportation provide authorization for local governments to contract with each other for the performance of governmental functions and services, as well as joint funding of road or street projects; and

WHEREAS, pursuant to Dallas County Commissioners Court Order 2014-1675 dated December 9, 2014, the County acting by and through the Dallas County Commissioners Court, and the City entered into a Master Interlocal Agreement whereby County agreed to provide partial funding for duly qualified road and bridge maintenance projects, said projects situated within the territorial limits and jurisdiction of City; and

WHEREAS, pursuant to Dallas County Commissioners Court Order No. 2016-1227 dated October 4, 2016, the County and City entered into a Project Specific Agreement for the implementation of Road and Bridge Project #011 regarding Garland Bridges over "Type B" public roadway; and

NOW THEREFORE, this First Amendment is made by and entered into by the City and the County for the mutual consideration stated herein.

I. PURPOSE

City and County both mutually agree to amend said PSA in accordance with the terms of the existing Agreements, except as modified below.

II. AMENDED PROVISIONS

A. "Article II. "Incorporated Documents" of the PSA shall be amended by deleting and replacing/adding the following:

2. The Construction Estimates (Attachments "A-1", "A-2", and "A-3"),
3. Maps (Attachments "B-1" and "B-2").

B. Article VI. "Agreements," Section IV. "Funding" to the Project Specific Agreement shall be and is hereby revised to read as follows:

County and City mutually agree that the anticipated Project cost is approximately $2,858,627.00, including $50,000.00 for County in-house project delivery costs (IHPD). The parties hereto further agree that City shall be totally responsible for the construction and maintenance of said Project and shall be responsible for an amount not to exceed $1,429,313.50, and that County shall only be responsible to City for a contribution, in the form of reimbursements, of an amount not to exceed $1,429,313.50. City and County further agree as follows:

1. Should the final cost of the Project exceed the initial and anticipated Project costs, City agrees to either reduce the scope of the Project, or to seek additional funding to facilitate its completion. In either event, City shall be solely responsible for all such costs in excess thereof, and County shall bear no additional responsibilities beyond those contemplated herein.
2. City shall submit invoices to County, which invoices shall provide complete information and documentation to substantiate City's charges. County's acceptances of City's invoices are contingent upon City's compliance with County's invoicing procedures. County may withhold any disputed amounts until such time as the underlying dispute is resolves to County's satisfaction, but shall pay all undisputed amounts timely.

III. EFFECT OF AMENDMENT

This First Amendment shall not change or waive any contractual provisions, clauses or conditions of the original PSA, unless otherwise provided for herein. In the event of any conflict between the original PSA and this First Amendment to the PSA, this First Amendment shall control. The original PSA, including any and all incorporated or referenced documents and any and all exhibits, attachments and amendments that by their terms have been incorporated into any of the foregoing documents, are collectively referred to herein as the PSA. All provisions of the PSA shall remain in full force and effect throughout the term of the PSA as well as any duly authorized amendments or extensions, including this First Amendment.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

The County of Dallas, State of Texas, has executed this First Amendment pursuant to Commissioners Court Order Number _________________ and passed on the ________ day of ________________, 2017.

The City of Garland, State of Texas, has executed this First Amendment pursuant to duly authorized City Council Resolution No._________________, and passed on the ________ day of ______ _____2017.

City of Garland

____

DOUGLAS ATHAS
MAYOR

____

Brad Neighbor
City Attorney

County of Dallas

____

Clay Lewis Jenkins
Dallas County Judge

____

Date

Approved as to Form*:
Faith Johnson
District Attorney

____

Jana Prigmore Ferguson
Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

ATTACHMENT "A-1"

Bridge Repair Projects Dallas County District 1

Priority 1

Bridge Name	Bridge Number	Priority	Preliminary Construction Cost	Construction Cost
Castle Drive over Bradfield Creek	B02584-001	1	$174,785	$ 233,321
West Miller Road WB over Duck Creek	B07542-019	1	$69,615	$ 240,197
West Miller Road over Drain (Trib 2C4)	B07542-022	1	$21,008	$ 68,828
West Miller Road EB over Duck Creek	B07542-023	1	$44,174	$ 101,408
Oates Drive WB over Duck Creek	B08292-007	1	$33,859	$ 115,790
Walnut Street over Duck Creek	B11767-001	1	$261,378	$ 625,723
South Shiloh Road over Drain (Tributary 2C3)	B13359-003	1	$47,938	$ 189,078
North First Street over Mills Branch	B13474-044	1	$48,588	$ 299,202
Buckingham Road over Duck Creek	B13516-003	1	$94,322	$ 318,704
Oates Drive EB over Duck Creek	B13797-002	1	$15,424	$ 158,196
Priority 1 Subtotal			**$811,089**	**$ 2,350,447**

ATTACHMENT " A-2"

Bridge Repair Projects Dallas County District 1				
Priority 2				
Bridge Name	**Bridge Number**	**Priority**	**Preliminary Construction Cost**	**Construction Cost**
Centerville Road over Duck Creek	B02691-003	2	$40,820	$ 94,418
Northwest Highway W over Long Branch	B08128-004	2	$35,263	$ 30,571
Rowlett Road over Meyers Creek (2C1)	B09670-001	2	$16,868	$ 107,661
Jupiter Road over Drain (2C5)	B13318-005	2	$13,390	$ 74,198
North First Street over Bradfield Branch	B13474-040	2	$4,810	$ 23,140
Avenue B over Duck Creek	B13576-018	2	$0	$ 128,192
Priority 2 Subtotal			**$111,151**	**$ 458,180**

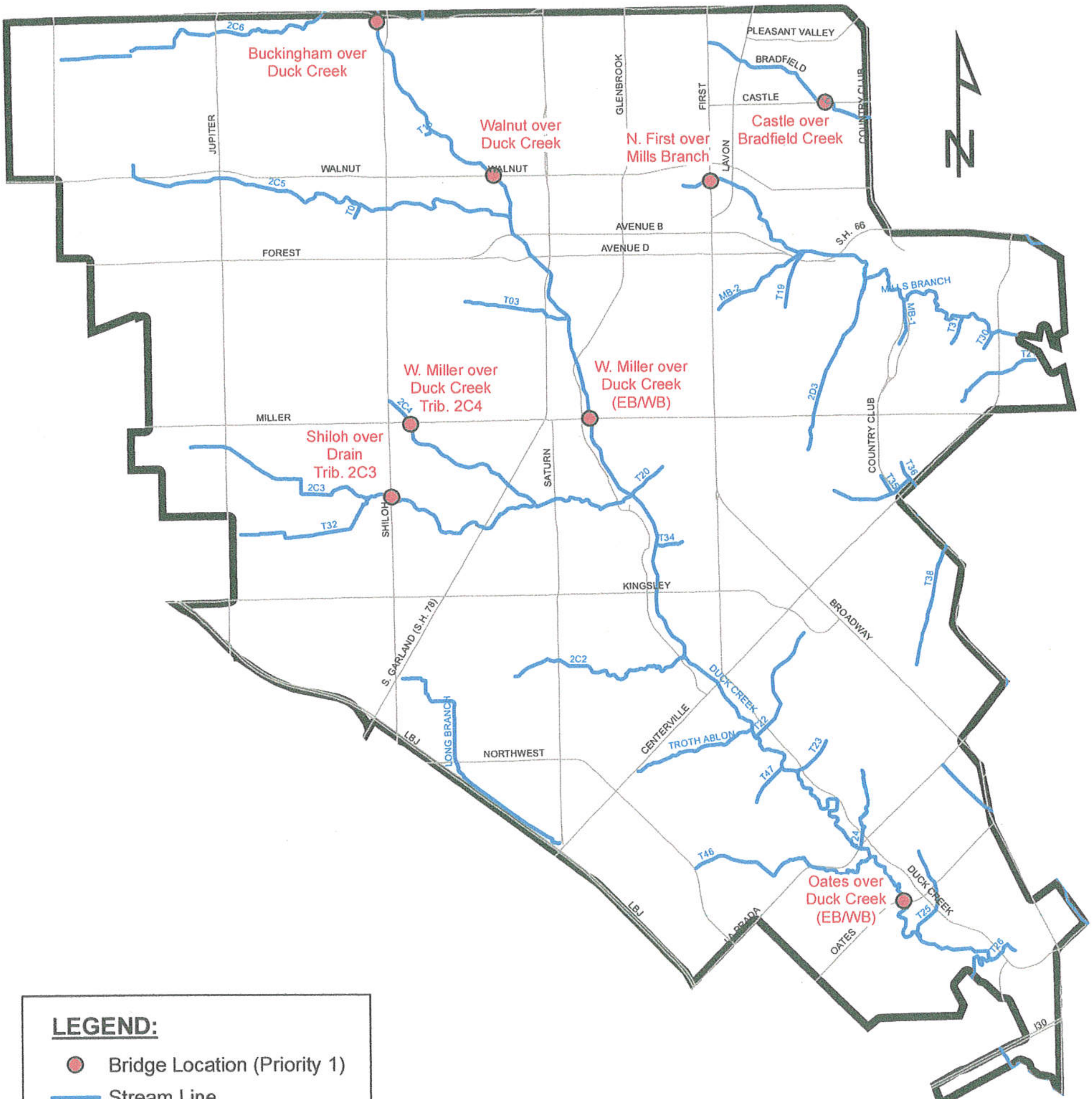
ATTACHMENT "A-3"

PROJECT COST

	Project Cost	County Share	City Share
Type 1	$2,350,728.00	$1,175,364.00	$1,175,364.00
Type 2	$457,899.00	$228,949.50	$228,949.50
IHPD	$50,000.00	$25,000.00	$25,000.00
Total Project Cost	$2,858,627.00	$1,429,313.50	$1,429,313.50

ATTACHMENT "B-1"

CITY OF GARLAND
2015 BRINSAP REPAIR PROJECT
DALLAS COUNTY DISTRICT 1
PRIORITY 1

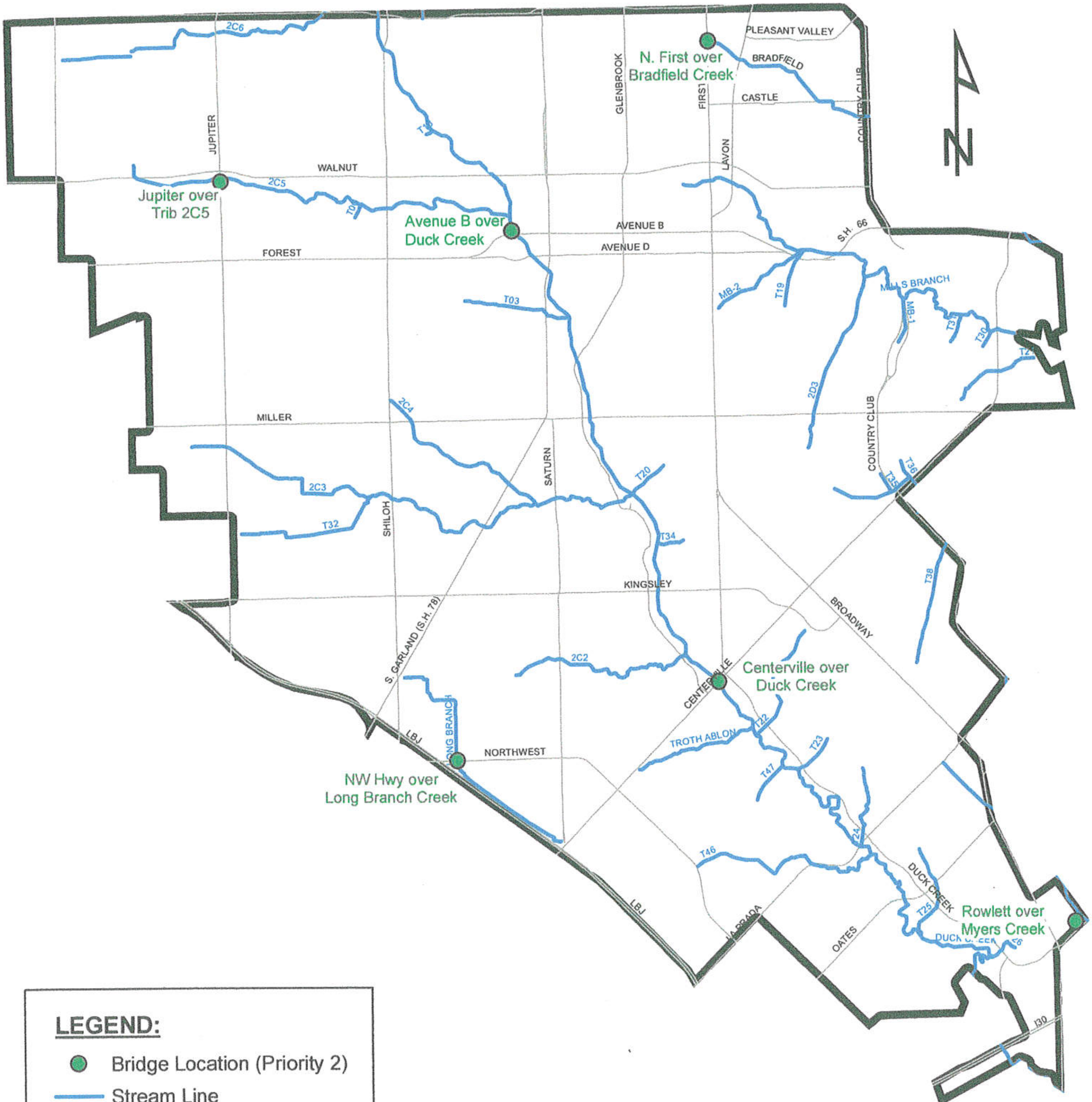


LEGEND:

- Bridge Location (Priority 1)
- Stream Line
- Major Street
- District 1 Boundary

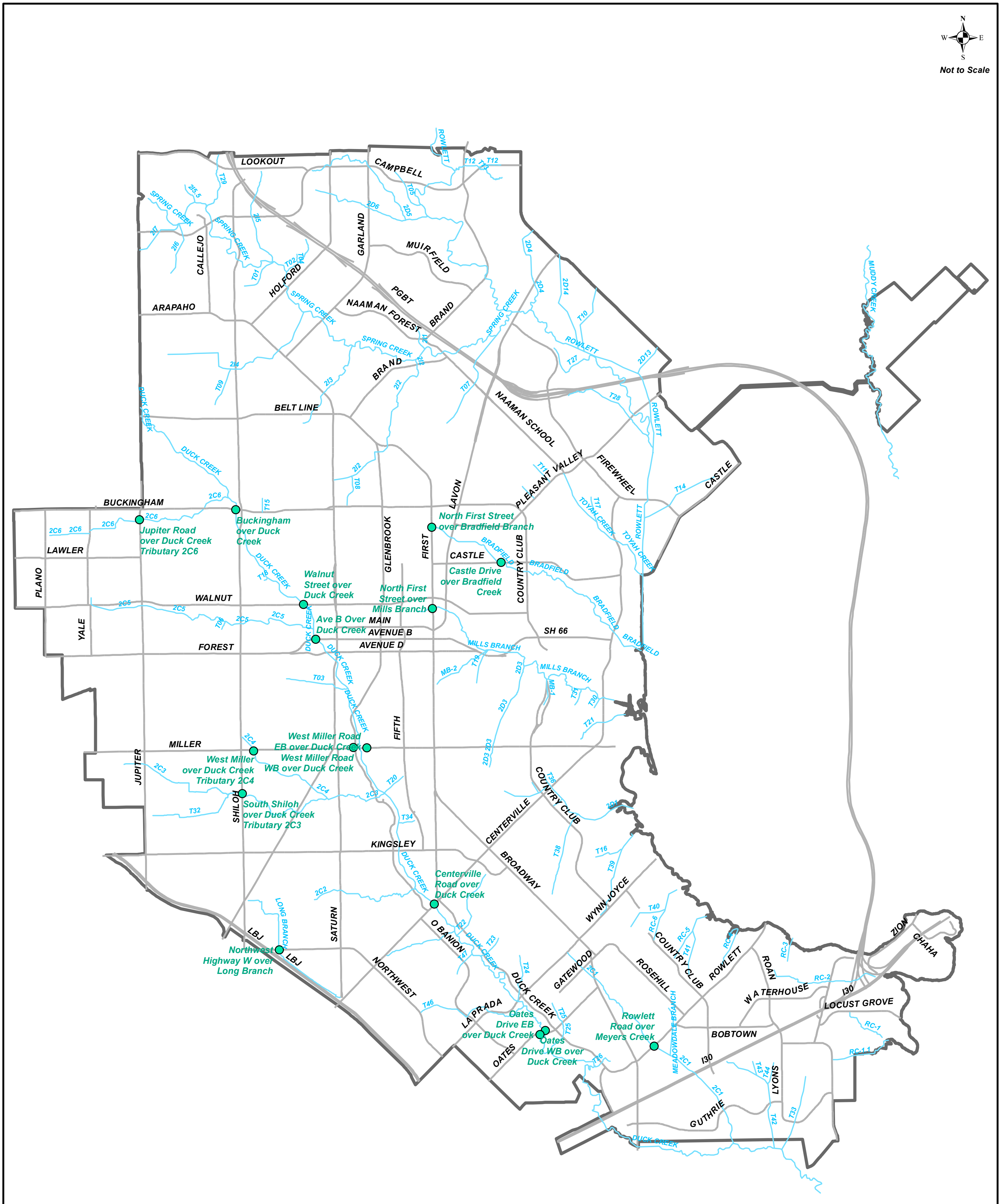
ATTACHMENT "B-2"

CITY OF GARLAND
2015 BRINSAP REPAIR PROJECT
DALLAS COUNTY DISTRICT 1
PRIORITY 2



LEGEND:

- Bridge Location (Priority 2)
- Stream Line
- Major Street
- District 1 Boundary



GARLAND

ENGINEERING

GROUP 1A DALLAS COUNTY DISTRICT 1 BRIDGE REMEDIATION

Scale: NTS	SHEET 1 OF 1
File: CIP2017Agenda.mxd	
Date: 5/22/2017	
Drawn: JW	

GARLAND
POLICY REPORT

City Council Work Session Agenda **2.b.**

Meeting Date: September 18, 2017
Item Title: Speed Limit Revisions (IH-635 Frontage Roads)
Submitted By: Paul Luedtke, Transportation Director
Council Goal: Safe, Family-Friendly Neighborhoods

ISSUE

Consider establishing and revising speed limits on IH-635 Frontage Roads.

RECOMMENDATION

Staff recommends speed limits as follows:

1. Establish a speed limit of 50 miles per hour on the relatively new IH-635 North Frontage Road between Centerville Road and Northwest Highway.
2. Establish a speed limit of 40 miles per hour on the IH-635 North Frontage Road between Northwest Highway and Shiloh Road

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the October 2, 2017 Regular Meeting.

BACKGROUND

1. The Texas Department of Transportation (TxDOT) conducts speed zone studies periodically and recommends revisions based on the data collected.
2. Per the Garland City Code, the current speed limit between Northwest Highway and Shiloh Road is 45 miles per hour.However, based on a recent study, TxDOT recommends changing this speed limit to 40 miles per hour.
3. Between Centerville Road and Northwest Highway, the frontage road is relatively new, and a speed limit has not previously been established either by City of Garland ordinance or by the Texas Transportation Commission.Based on a recent study, TxDOT recommends establishing a speed limit of 50 miles per hour.
4. Staff concurs with TxDOT's recommendations.

CONSIDERATION

1. The speed limit signs will be installed and maintained by TxDOT at no cost to the City.

Attachments

IH 635 Frontage Road Speed Limit Change

Northwest Hwy to Shiloh Rd: Change Speed Limit from 45 MPH to 40 MPH
Shiloh Rd
Northwest Hwy
N
IH 635 N Frontage Rd
Centerville Rd
W Cent
Centerville Rd to Northwest Hwy: Establish a 50 MPH Speed Limit
© 2017 Google
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Google Earth

GARLAND
POLICY REPORT

City Council Work Session Agenda **2.c.**

Meeting Date: September 18, 2017
Item Title: Bio-Tel Interlocal Agreement
Submitted By: Mark Lee, Fire Chief
Council Goal: Consistent Delivery of Reliable City Services

ISSUE

Consider whether to execute the amendment delivered to the Garland Fire Department by the Dallas County Hospital District d/b/a Parkland Health & Hospital System (Parkland). This amendment extends the Inter-local agreement signed in October of 2016 between Garland and Parkland,by an additional two years, for Bio-Tel Services to act as medical control for Garland Fire Department's Emergency medical Services (EMS). The two year agreement is in the amount of $180,068.72, and will be made in two installments. Payment for the period of October 1, 2017 through September 30, 2018, will be made in one installment in the amount of $94,135.72. Payment for the period of October 1, 2018 through September 30, 2019, will be made in one installment in the amount of $94,933.00.

OPTIONS

1. Authorize the City Manager to execute the amendment that extends the Inter-local Agreement signed in October of 2016 between Garland and Parkland, by an additional two years, for Bio-Tel Services to act as medical control for Garland Fire Department's EMS.

2. Upon expiration of the current agreement, continue on a month to month basis until a new agreement between the parties is executed.

RECOMMENDATION

Staff recommends Option 1: Authorize the City Manager to execute the amendment that extends the Inter-local Agreement signed in October of 2016 between Garland and Parkland, by an additional two years, for Bio-Tel Services to act as medical control for Garland Fire Department's EMS. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 19, 2017 Regular Meeting.

BACKGROUND

Dallas County Hospital District d/b/a Parkland Health & Hospital System (Parkland) delivered an amendment to alter the one year term Inter-local Agreement (ILA) signed in October of 2016 to be a new two year term agreement. The original ILA in 2015 was through the City of Dallas Fire Department, however that was terminated in 2016 and was replaced by direct ILA by each City for Medical Direction from Parkland. This amendment extends the ILA between Garland and Parkland by an additional two years.

The financial background for this extension is based on population estimates and the number of Emergency Medical Service (EMS) calls. There are 13 member agencies, representing 13 cities, in the Parkland medical direction system known as Bio-Tel. The total population of those 13 cities is 2,102,876, of which Garland's population of 236,836 represents 11.26% of the total member city population according to the population estimates by the American Community Survey. Of those member cities, the total EMS run volume is 269,805 as provided by the University of Texas Southwestern Medical School Database. Garland EMS calls are approximately 20,000 and represent 7.44% of the total call volume.

Agency	Population	Population %	EMS Runs	Run%
Bio-Tel System	2,102,876	100%	269,805	100%
City of Garland	236,836	11.26%	20,061	7.44%

The ILA pricing is structured into two components – online medical direction and off-line medical direction. The on-line pricing is calculated using the above information. The total expenses to operate the on-line portion of the Bio-Tel system for FY18 is $863,737 and for FY19 is $871,929.47. The increase in FY19 is due to the labor cost and associated merit rate increases. Labor makes up 91% of the Bio-Tel on-line medical direction costs. Of the expenses to run the Bio-Tel online medical direction, 3/5 is based on population and 2/5 is based on EMS run volume. Using this information the total population costs for FY18 is $518,242.06 and the total EMS run costs for FY18 is $345,494.71. For FY19 the total population costs are $523,157.68 and EMS run costs are $348,771.79.Garland Fire Department's costs would be 11.26% of the population costs and 7.44% of the of the call volume costs. These calculations yield a total cost to the City of Garland Fire Department for on-line medical control of $84,055.72 for FY18 and $84,853 for FY19.

The off-line medical control is calculated by the minimum physician hours per month with the member city. This is stratified based upon the range of EMS calls. The Garland Fire Department would be in the 15,000-30,000 call per year range calling for a minimum of six hours average per month, or 72 hours a year at a cost of $10,080. The base cost is calculated at $140/hour. Any additional hours would be billed at $180/hour.

EMS Runs	Base Hours	Costs
< 1 K	3	$5,040
1 - 7 K	4	$6,720
7 - 15 K	5	$8,400
15 - 30 K	6	$10,080
30 - 50 K	7	$11,760

The total ILA pricing for FY18 would be $94,135.72 and for FY19 would be $94,933.00.

CONSIDERATION

The City of Garland uses Bio-Tel Services to provide medical control for Emergency Medical Services. Some of the current on-line functions of Bio-Tel include:

1. 24/7/365 availability of "one stop shopping" for EMS problem resolution for EMS agency personnel by highly trained and experienced Bio-Tel nurses and paramedics.

2. 24/7/365 availability of on-line clinical consultation for paramedics and EMS supervisors by highly trained and experienced Bio-Tel nurses, paramedics, emergency physicians, and EMS faculty.

3.Assistance with decision-making for specialty hospital destination.

4. Hospital notification of routine and critical patient transports.

5. Assistance with determining the appropriate destination when area hospitals report high volume and clinical advisories related to overcrowding and/or resource availability.

6. Mass Casualty Incident ('MCI") transport coordination including patient distribution, hospital polling for resources, hospital notification and communication with critical EMS system elements.

7. Social Work Program.

8.Critical Incident Stress Management ("CISM") activation.

9. Emergency Legal Assistance Program ("ELAP").

10. Member Injury Advocacy Program ("MIAP")

Some of the off-line services that Bio-Tel provides include:

1. An Emergency Medical Services System Medical Director who has the ultimate responsibility fo rall clinical aspects fo the EMS system and shall meet all State of Texas requirements for serving as an EMS System Medical Director.

2. Assist the City with the review and response to any clinical or operational complaint, concerns, unusual occurrence, or commendations brought to the attention fo the City regarding

EMS.

3. Assist with the development and implementation of a comprehensive EMS Quality Management Plan.

4. Assist with the development, implementation, and evaluation fo EMS quality improvement activities.

5. Educate and train the City's EMS providers on all Bio-Tel Treatment Guidelines and Protocols.

6. Serve as a physician liaison to other healthcare providers.

7. Attend regular or ad hoc meetings at the request of the City's leadership.

8. Assist in the development of specialized education and training for the City's providers.

9. May take on additional responsibilities or projects as requested by the City's Fire Chief.

Attachments

Amendment to Renew Inter-local Agreement

Bio-Tel Inter-local Agreement with Signatures

STATE OF TEXAS §
§
COUNTY OF DALLAS §

AMENDMENT TO RENEW INTERLOCAL AGREEMENT

This Amendment to Renew is entered into by and between the CITY OF GARLAND ("CITY") and the Dallas County Hospital District d/b/a Parkland Health & Hospital System ("PARKLAND").

WHEREAS, PARKLAND and CITY are parties to that certain Interlocal Agreement, which was dated to be effective as of October 1, 2016, (the "Agreement"); and

WHEREAS, PARKLAND and CITY wish to amend such Agreement in the manner which is more fully set forth below; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, PARKLAND and CITY hereby agree as follows:

1. The term of the Agreement shall be renewed for a twenty-four (24) month period, effective as of October 1, 2017, and terminate on September 30, 2019 ("Renewal Term").

2. Total payments by the CITY during the Renewal Term shall not exceed ONE HUNDRED EIGHTY NINE THOUSAND SIXTY EIGHT DOLLARS AND SEVENTY TWO CENTS ($189,068.72), which amount (or a portion thereof where Renewal Term may exceed one year) is hereby set aside and segregated for the purpose of paying for the Services in accordance with the terms of the Agreement:

   2.1 Payment for the period October 1, 2017, through September 30, 2018, shall be made in one installment in the amount of $94,135.72 upon execution of this Amendment;

   2.2 Payment for the period of October 1, 2018, through September 30, 2019, shall be made in one installment in the amount of $94,933.00, upon receipt of invoice from PARKLAND.

3. This Amendment to Renew is effective as of the 1st day of October, 2017.

4. Except as modified by this Amendment to Renew, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Renew to be executed by their respective duly authorized representatives.

Dallas County Hospital District d/b/a Parkland Health & Hospital System	**City of Garland**
By: ______________________________	By: ______________________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title: ______________________________
Date: ______________________________	Date: ______________________________

STATE OF TEXAS §
§
COUNTY OF DALLAS §

INTERLOCAL AGREEMENT

This Agreement is made and entered into by and between the DALLAS COUNTY HOSPITAL DISTRICT d/b/a PARKLAND HEALTH & HOSPITAL SYSTEM, a political subdivision of the State of Texas, located in Dallas County, Texas, ("PARKLAND") and the CITY OF GARLAND, a Municipal Corporation, located in Dallas County, Texas ("CITY").

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, PARKLAND and the CITY are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this Agreement, and have entered into this Agreement by action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, PARKLAND provides biomedical on-line supervision pre-hospital emergency medical control services known as the BioTel/EMS System, which is staffed by physicians, paramedics, registered nurses, and clerical staff, and was created on July 1, 1980, to provide medical control for paramedics in the field via radio and telemetered patient data; and

WHEREAS, PARKLAND contracts with The University of Texas Southwestern Medical Center ("UT SOUTHWESTERN") for certain physician and other services that are a part of the BioTel/EMS System, including the provision of certain off-line services, including, but not limited to, training, protocol development, and policy development; and

WHEREAS, PARKLAND desires to contract with the CITY for the sale of BioTel/EMS System services and the CITY desires to purchase from PARKLAND the BioTel/EMS System services; and

WHEREAS, both PARKLAND and the CITY represent to one another that each respective party has the authority to enter into this Agreement and perform the obligations and duties stated herein; and

NOW THEREFORE, PARKLAND and the CITY herby enter into this Interlocal Agreement in considerations of the aforementioned recitals, and for the mutual considerations stated herein:

I.
DESCRIPTION OF SERVICES

1. For the consideration hereinafter agreed to be paid to PARKLAND by the CITY, PARKLAND shall provide medical direction for the CITY's emergency medical services, and shall provide a prehospital emergency medical direction system known as BioTel/EMS System or "BIOTEL," hereinafter called the "Services."

2. The Services are to be performed according to acceptable standard medical practices and to conform to the Scope of Service for On-line and Off-line Medical Control for the BioTel/EMS System ("Scope of Services") attached hereto as Exhibit A.

II.
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

1. Except as is permitted by applicable law and to satisfy the requirements of this Agreement, PARKLAND agrees that it will not use or disclose the CITY's protected health information (PHI) for any purpose. However, the parties agree that PARKLAND will receive PHI from the CITY for treatment purposes as described in this Agreement and that such PHI will no longer be considered the CITY's PHI once it has been received by PARKLAND for these treatment purposes. After receipt by PARKLAND, the PHI received by PARKLAND belongs to PARKLAND.

2. As this Agreement is subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including but not limited to the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"), the parties agree to comply with all Privacy Laws that are applicable to this Agreement and to execute the Business Associate Addendum attached to this Agreement.

III.
COORDINATION

1. All Services under this Agreement shall be coordinated under, and performed in accordance with the Agreement and the Scope of Services to the reasonable satisfaction of the Chief of the Fire Department of the CITY, or his/her designated representative, hereinafter called "Director." The Director shall have authority to approve payment for Services that have been properly provided in accordance with the terms of this Agreement. If at any time PARKLAND fails to properly furnish all or a portion of the Services called for by this Agreement, the CITY is authorized to withhold payment of funds associated with the Services not properly performed hereunder until any deficiency has been, if possible, cured. It is further agreed between PARKLAND and the CITY that should any dispute or questions arise

respecting the reasonableness of the withheld amount of payment attributable to PARKLAND's failure to fully perform, the parties agree to meet and make a good faith effort to resolve the dispute. Prior to the CITY exercising any payment withholding under this provision, the CITY must provide PARKLAND with notice of any deficiencies and provide PARKLAND ten (10) business days to remedy any deficiencies. The CITY will release any withheld funds associated with the Services not properly performed once the deficiencies are remedied.

IV.
PAYMENT

1. The Agreement term is one (1) year. Total payments by the CITY during the Agreement term shall not exceed NINETY THOUSAND NINE HUNDRED TWENTY NINE DOLLARS AND FIFTY-TWO CENTS ($90,929.52), which amount (or a portion thereof where Agreement term may exceed one year) is hereby set aside and segregated for the purpose of paying for the Services in accordance with the terms of this Agreement. Payment shall be made upon execution of this Agreement.

V.
TERM

1. The term of this Agreement shall commence on October 1, 2016, and terminate on September 30, 2017, unless sooner terminated in accordance with the provisions of this Agreement. Upon expiration of this Agreement term, the Agreement will continue on a month to month basis until a new Agreement between the parties is executed, unless terminated by either party with thirty (30) days written notice.

VI.
INDEPENDENT CONTRACTOR

1. PARKLAND's status and the status of all physicians, nurses, paramedics, and other medical personnel performing work related to the BioTel/EMS System shall be that of an Independent Contractor and not any of the following: an agent; servant; employee; member of CITY's workforce; or representative of the CITY in the performance of these Services. No term or provision of this Agreement or act of PARKLAND or the CITY under this Agreement shall be construed as changing that status.

VII.
INDEMNIFICATION

1. PARKLAND, to the extent permitted by the laws of the State of Texas, shall indemnify, defend and hold harmless the CITY and all of its officers, agents and employees from any suits, actions or claims whatsoever that might arise on account of any injury or

damage received or sustained by any person or property as a result of PARKLAND's conduct of any activity or operation in connection with PARKLAND's use of the BioTel/EMS System. To the extent permitted by law, PARKLAND shall pay any judgment, together with costs, which may be obtained against the CITY, or any of its officers, agents or employees as a result of such injury or damage.

2. The CITY shall give PARKLAND prompt notice of any matter covered by Subsection VII.1 above, and shall forward to PARKLAND every demand, notice, summons or process received in any claim or legal proceeding covered by Subsection VII.1 above.

3. PARKLAND shall not be obligated to indemnify, defend or hold harmless the CITY or any of its officers, agents, or employees when the injury or damage to a person or property is caused by the negligence of the CITY, its officers, agents or employees. In the event of joint and concurrent negligence of PARKLAND and the CITY, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas.

4. The CITY, to the extent permitted by the laws of the State of Texas, shall indemnify, defend and hold harmless PARKLAND and all of its officers, agents and employees from any suits, actions or claims whatsoever that might arise on account of any injury or damage received or sustained by any person or property as a result of the CITY's conduct of any activity or operation in connection with the CITY's use of the BioTel/EMS System. To the extent permitted by law, the CITY shall pay any judgment, together with costs, which may be obtained against PARKLAND, or any of its officers, agents or employees as a result of such injury or damage.

5. PARKLAND shall give the CITY prompt notice of any matter covered by Subsection VII.4 above, and shall forward to the CITY every demand, notice, summons or process received in any claim or legal proceeding covered by Subsection VIII.4 above.

6. The CITY shall not be obligated to indemnify, defend or hold harmless PARKLAND or any of its officers, agents, or employees when the injury or damage to a person or property is caused by the negligence of PARKLAND, its officers, agents or employees. In the event of joint and concurrent negligence of the CITY and PARKLAND, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas.

7. No part of this Agreement shall be interpreted to constitute a waiver of any defense of the parties available to the CITY and PARKLAND under Texas law and the immunities or limits of liability granted to PARKLAND or the CITY under the Texas Torts Claim Act.

8. The provisions of this section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

VIII.
TERMINATION

1. The CITY may, at its option and without prejudice to any other remedy it may be entitled at law or in equity, or elsewhere under this Agreement, terminate further work under this Agreement, in whole or in part by giving at least one hundred eighty (180) days prior written notice thereof to PARKLAND, with the understanding that all Services being terminated shall cease upon the date specified in such notice. The CITY shall compensate PARKLAND in accordance with the terms of this Agreement for the Services properly performed prior to the date specified in such notice, following inspection and acceptance of same by the CITY's Director. PARKLAND shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

2. PARKLAND may, at its option and without prejudice to any other remedy it may be entitled at law or in equity, or elsewhere under this Agreement, terminate further work under this Agreement, in whole or in part by giving at least one hundred eighty (180) days prior written notice thereof to the CITY, with the understanding that all Services being terminated shall cease upon the date specified in such notice

IX.
NOTICES

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

To: PARKLAND
Dallas County Hospital District
d/b/a Parkland Health & Hospital System
5200 Harry Hines Blvd., Dallas, Texas 75235
Attention: Executive Vice President & Chief Nursing Officer

With copy to: Dallas County Hospital District
d/b/a Parkland Health & Hospital System
5200 Harry Hines Blvd., Dallas, Texas 75235
Attention: General Counsel, Legal Affairs

To: CITY
The City of Garland
1500 Highway 66, Garland, Texas 75040
Attention: Chief, Fire Department

With copy to: CITY
The City of Garland
200 North Fifth Street, Garland, Texas 75040
Attention: City Secretary

X.
MISCELLANEOUS

1. This Agreement is entered into subject to the Charter and ordinances of the City of Garland, as amended, and applicable Texas State and Federal 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.

2. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be considered as if such invalid, illegal or unenforceable provision has never been contained in this Agreement.

3. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

4. This Agreement can be revised at any time 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.

5. 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.

6. 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 7 day of October, 2016, by CITY and GARLAND, TEXAS.

GARLAND, TEXAS

By: Brad Neighbor

City Attorney

By: Bryan L. Bradford TEE

City Manager

Dallas County Hospital District d/b/a Parkland Health & Hospital System

By: Liz McMullen

Name: ~~LIZ MCMULLEN~~

Title: VICE PRESIDENT FINANCE

Date: 9-22-16

EXHIBIT A

Scope of Services for On-line and Off-line Medical Control for the BioTel/EMS System

I. On-line Medical Direction

A. Staffing

1. Nurse staffing provided continuously 24/7/365

    a. In addition to continuous nurse staffing 24/7/465, double coverage will be provided during peak times; however, such additional coverage may be through a paramedic.
    b. Coordinates in-time on-line medical direction.

2. Physician staffing continuously 24/7/365

    a. The physician responsible for coordinating all system medical control and addressing clinical issues associated with the operation of the BioTel/EMS System shall be known as the BioTel/EMS Medical Director.
    b. The UT SOUTHWESTERN emergency medicine physicians working within the Parkland Emergency Department shall provide medical control (i.e. medical advice and direction) when requested by CITY's paramedics who are assisting patients. Adequate BioTel/EMS System physician staffing shall be maintained twenty-four (24) hours a day, seven (7) days a week, during the term of this Agreement. A physician will answer all requests for assistance either from the BioTel/EMS System room or from the Emergency Department areas twenty-four (24) hours a day, seven (7) days a week. The physician need not be present in the radio room while assigned to, and on duty with, the BIOTEL operation.
    c. BIOTEL physicians shall respond to a field paramedic's request for assistance immediately after receipt of a call. PARKLAND will be responsible for monitoring and enforcing a sixty (60) second response time standard ninety percent (90%) of the time.
    d. When requested, BIOTEL presently has the capability to obtain a specialized physician in the following areas: Pediatrics, internal medicine, surgical, trauma, obstetrical/gynecological, psychiatry, toxicology and cardiology. Additional sub-specialty consultation is available.

3. Miscellaneous

   a. Only registered nurses (RNs), physicians, paramedics and clerical staff shall be assigned by PARKLAND to the BioTel program
   b. The BIOTEL program shall be adequately staffed by at least one (1) registered nurse twenty-four (24) hours a day, seven (7) days a week throughout the duration of this Agreement. Additional personnel will be assigned as needed based upon workload. Efficiency of the system shall be maintained by PARKLAND administration. A nurse or paramedic shall monitor the radio communications at all times. Changes to the staffing model may be made, if necessary upon agreement between the CITY and PARKLAND.
   c. All RNs and paramedics assigned to the BIOTEL program shall undergo initial training and ongoing training including the role of BIOTEL and EMS in the community. They will review and be tested on the BioTel/EMS Treatment Guidelines and Policies and are instructed in proper communication procedures relating to the BIOTEL equipment
   d. When notified by field personnel, BIOTEL staff shall assist as needed in contacting a hospital to which a critical, priority patient is en-route, and provide that hospital with pertinent data concerning the patient.
   e. BIOTEL staff shall be responsible for assisting other medical personnel in emergency situations. BIOTEL RNs shall follow established BIOTEL RN Treatment Guideline Options according to the needs of the patient. The BIOTEL staff shall contact an Emergency Medicine physician when a request for assistance is made, and shall record all recommended treatments and maintain all appropriate records.
   f. BIOTEL staff shall ensure the proper functioning of all contracted BIOTEL equipment.
   g. Personnel assigned to BIOTEL shall utilize the current BioTel/EMS Treatment Guideline and Policy Manual enacted for the functioning of the BioTel/EMS System. PARKLAND may modify the BioTel/EMS Treatment Guideline and Policy Manual provided, however, that both the CITY and PARKLAND mutually agree upon any material changes to these procedures, unless otherwise required by law, rule, regulation, and all other applicable governmental agencies and accrediting organizations having jurisdiction over PARKLAND. PARKLAND shall make the BioTel/EMS Treatment Guideline and Policy Manual available to the CITY.

h. BIOTEL staff shall monitor area hospital's capabilities and help coordinate EMS transports to appropriate facilities as provided in accordance with departmental procedures approved by the BioTel/EMS System Medical Director.

i. BIOTEL staff shall maintain a current database for day-to-day medical control, as well as the monthly statistical report. The BIOTEL staff will also maintain revisions to the BioTel/EMS Treatment Guidelines and Policies and perform other tasks as needed under the direction of BIOTEL Management. A copy of the statistical report will be furnished to the CITY quarterly

j. The BIOTEL Program Manager shall serve as the primary liaison with: Area receiving hospitals, other EMS agencies, Emergency air medical services operating in the DFW region, UT SOUTHWESTERN – Division of EMS Education, Pre-hospital providers that are not under BIOTEL medical control.

B. Additional Services

1. Social Work Program

    a. Assessment and enrolment of patients, serving as a liaison between social service agencies and CITY, and providing feedback and updates to EMS agencies.

2. Emergency Legal Assistance Program

    a. Will provide an on-call attorney licensed to practice law in the State of Texas.
    b. The Attorney will be:
        (1) Familiar with delivery of Emergency Medical Services and applicable laws pertaining thereto, including, but not limited to the Medical Practice Act and the Health and Safety Code and any other applicable laws.
        (2) On-call twenty-four (24) hours /day, seven (7) days a week.
        (3) Expected to provide an alternate in case of his/her absence.

3. Field Amputation Team Activation at the request of CITY field paramedics, supervisors or Chief Officers or at the discretion of BIOTEL staff consistent with BIOTEL policy.

    a. The Team will provide supplies necessary for field amputation

b. The Team will be ready for transport to scene within fifteen (15) minutes of activation. Estimated time of arrival may vary depending on scene location and other factors.

4. Bloodborne Pathogen Exposure Tracking

   a. Will provide a process for CITY personnel who have sustained a blood and/or body fluid exposure while on-duty to receive testing and subsequent follow-up with Dallas County Health Department.

5. Data collection including CITY call volume, types of BIOTEL calls, frequency and type of physician consultation, numbers of patients for whom BIOTEL is notified/contacted received by area hospitals, resource overload based on the report from North Texas Trauma Regional Advisory Committee (NCTTRAC), Emergency Legal Assistance Program, Specialty Team Activation, Trauma diversion, and any other data collection requested by CITY.

6. Maintenance of the BioTel room and facilities, and the records involving On-line Medical Control for the BioTel/EMS System, shall be provided by PARKLAND. The BioTel/EMS System room and facilities shall be available for reasonable use by the CITY's paramedics, provided that such use does not interfere with the medical operations and functions of the BioTel/EMS System office and facilities.

C. Periodic meetings, at least quarterly, will be attempted to be scheduled between the CITY representatives and the PARKLAND and UT SOUTHWESTERN personnel who supervise the BioTel/EMS System. The purpose of the meetings shall be to assess the program and services provided and recommend improvements.

II. Off-line Medical Direction

A. Staffing

1. BIOTEL Medical Director

   a. Have the ultimate responsibility for all clinical aspects of the EMS System and shall meet all State of Texas requirements for serving as an EMS System Medical Director.
   b. Be immediately available 24/7/365 for consultation or problem resolution or shall arrange for an Associate EMS Medical Director to be available in his/her place.
   c. Assign to CITY an Associate Medical Director who shall serve as CITY's day-to-day Medical Director.

2. BIOTEL Associate Medical Director

   a. Work with CITY's Chief and EMS Command Staff to ensure that the CITY's EMS operations, administration, training and special operations activities result in the delivery of quality out-of-hospital emergency medical care for the residents of and visitors to the CITY.
   b. Assist the CITY with the review and response to any clinical or clinical/operational complaint, concerns, unusual occurrence ("UO") or commendations that are brought to the attention of the CITY regarding EMS and will assist in the development and implementation of a comprehensive EMS Quality Management Plan.
   c. Work with the CITY's EMS Chief responsible for EMS to develop, implement, and evaluate EMS quality improvement activities.
   d. Be made aware of and will consult on the response to all EMS clinical claims (lawsuits) against the CITY.
   e. Ensure that the CITY provides reality-based training for its EMS providers.
   f. Interact outside of the hospital setting with the CITY's EMS providers.
   g. Educate and train CITY's EMS providers on all BIOTEL Treatment Guidelines and Policies.
   h. Serve as the physician liaison to other healthcare providers in the CITY.
   i. Be notified of all significant on-duty illness or injury to CITY EMS providers. The Associate Medical Director shall serve as the liaison with the treating physician(s) in the hospital where the CITY EMS provider is transported to, shall serve as the CITY EMS providers' medical advocate and shall advise the CITY's EMS leadership of the status of the CITY EMS providers' illness or injury.

B. Additional Services

1. May attend regular or ad hoc meetings at the request of the CITY's leadership.
2. May assist in the development or provision of specialized education and training for the CITY's providers.
3. May serve as a consultant to the CITY's 911 Communications Center. The Medical Director shall review, as requested, any EMS dispatch incidents in consultation with the 911 Center's leadership. In addition, the Medical Director participates in tape audits and the evaluation of new dispatch protocols and/or procedures as requested.

4. May be made aware of and will serve as a consultant in the planning and response to any EMS special event in which the CITY serves as the emergency medical provider.
5. May oversee the clinical aspects of the CITY's Mobile Community Healthcare Program (MCHP) and will be immediately available or arrange for an appropriate individual to be immediately available for consultation regarding any patient enrolled in that program.
6. In collaboration with the CITY's Chief responsible for EMS, may ensure that the CITY's policies designed to minimize the risk of exposure to blood borne pathogens are state-of-the art. Together, recommendations for changes in policy, protocol, or protective equipment are made to the CITY Chief to mitigate the likelihood of exposure to blood-borne pathogens.
7. May serve as advocate for the CITY's role in promoting Public Access Defibrillation and CPR training for the CITY.
8. May take on additional responsibilities or projects as requested by the CITY Chief following approval of the BioTel/EMS System Medical Director.

C. Hours and Rates

1. The minimum number of hours provided to CITY for off-line medical direction will be Six (6) hours.
2. Additional hours for off-line medical direction will be provided at an hourly rate of $180.00 per hour.

Business Associate Addendum
to
Interlocal Agreement

This Business Associate Addendum to the Interlocal Agreement (the "Addendum"), effective October 1, 2016 (the "Effective Date"), is entered into by and between The City of Garland ("Covered Entity") and the Dallas County Hospital District d/b/a Parkland Health & Hospital System, ("Business Associate").

RECITALS

This Addendum amends the Interlocal Agreement by and between Business Associate and Covered Entity, made and entered into effective the 1st day of October, 2016 (the "Agreement") by adding the provisions set forth herein, which are fully incorporated into and made a binding part of the Agreement.

Under the Agreement, Business Associate may perform or assist in performing a function or activity on behalf of Covered Entity that involves the Use and/or Disclosure of Protected Health Information (as defined in 45 C.F.R. 160.103 and as may be amended from time to time ("PHI")).

The parties desire to amend the Agreement to include certain requirements regarding the Use and/or Disclosure of PHI as required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); any and all regulations promulgated thereunder including the standards for privacy of individually identifiable health information at 45 C.F.R. Parts 160 and 164 ("Privacy Rule") and the standards for the security of electronic protected health information at 45 C.F.R. Parts 160, 162, and 164 ("Security Rule") (collectively, the Privacy Rule and the Security Rule are referred to herein as the "HIPAA Rules"); any applicable state law or regulation; and the Health Information Technology for Economic and Clinical Health Act ("HITECH") provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA").

NOW, THEREFORE, for and in consideration of the representations, warranties and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Terms Used. Terms used, but not otherwise defined, in this Addendum, shall have the same meaning as those terms in the HIPAA Rules.

2. Permitted Uses and Disclosures of PHI. Except as otherwise limited in the Agreement or this Addendum, Business Associate may Use and/or Disclose PHI to perform the functions,

activities, or services for or on behalf of Covered Entity as specified in the Agreement provided that such Use and/or Disclosure would not violate the HIPAA Rules if done by Covered Entity. All other Uses or Disclosures not authorized by the Agreement or this Addendum are prohibited.

3. Business Associate agrees to:

3.1. Not Use and/or Disclose PHI other than as permitted or required by the Agreement or this Addendum or as Required By Law.

3.2. Use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI and to implement and use appropriate safeguards to reasonably and appropriately protect the confidentiality, integrity and availability of PHI and to prevent the Use and/or Disclosure of PHI other than as provided for by the Agreement or this Addendum.

3.3. Report to Covered Entity, through its Privacy Officer, any Use or Disclosure of PHI not provided for by the Agreement or this Addendum within three (3) business days of discovering the unauthorized Use or Disclosure. Additionally, within three (3) business days of discovery, Business Associate agrees to report any potential Breach of unsecured PHI as that term is defined in 45 CFR 164.402 and any successful Security Incident as that term is defined in 45 CFR 164.304. Unsuccessful Security Incidents shall be reported to Covered Entity only upon request. Business Associate shall permit Covered Entity to investigate any report submitted pursuant to this provision and shall allow Covered Entity to examine Business Associate's premises, records, and practices. In the event Covered Entity is required to provide notice to Individuals impacted by a Breach caused by Business Associate or its subcontractors and agents, Business Associate shall reimburse Covered Entity for the reasonable costs relating to the provision of such notice.

3.4. Ensure that all subcontractors and agents to whom it provides PHI received from, or created or received by, Business Associate on behalf of Covered Entity sign a business associate agreement meeting the requirements of 45 CFR 164.504 and agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate pursuant to this Addendum. This shall include, without limitation, ensuring that agents and subcontractors implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI created, received, maintained, stored, or transmitted on behalf of Covered Entity. Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of its subcontractors and agents as if the acts, failures or omissions were Business Associate's own acts, failures or omissions.

3.5. Provide access (at the request of, and in a reasonable time and manner designated by, Covered Entity) to PHI in a Designated Record Set in order to meet the requirements under 45 C.F.R. 164.524. In the event an Individual submits a request for access directly to Business Associate, Business Associate shall promptly forward the request to

Covered Entity through its Privacy Officer. Business Associate is not required to provide access to PHI if it does not maintain a Designated Record Set on behalf of Covered Entity.

3.6. Make any amendment(s) (at the request of, and in a reasonable time and manner designated by, Covered Entity) to PHI in a Designated Record Set that Covered Entity directs pursuant to 45 C.F.R. 164.526. In the event an Individual submits a request for amendment directly to Business Associate, Business Associate shall promptly forward the request to Covered Entity through its Privacy Officer. Business Associate is not required to amend PHI if it does not maintain a Designated Record Set on behalf of Covered Entity.

3.7. Make internal practices, books, and records relating to the Use and Disclosure of PHI received from, created, or received by Business Associate on behalf of, Covered Entity available to Covered Entity, or at the request of Covered Entity, to the Secretary of the Department of Health and Human Services or his/her designee (the "Secretary"), in a reasonable time and manner as designated by Covered Entity or the Secretary, for the purposes of determining compliance with the Privacy Rule and this Addendum. Business Associate shall promptly notify Covered Entity of communications with the Secretary regarding PHI provided by or created by Covered Entity and shall provide Covered Entity with copies of any information Business Associate has made available under this provision. Notwithstanding the foregoing, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by Business Associate or Covered Entity by virtue of this Addendum.

3.8. Document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 as may be amended from time to time, and incorporating exceptions to such accounting designated under the regulation. Accounting of disclosures shall be in accordance with the policies and procedures of the Covered Entity and shall be made within a reasonable time specified by Covered Entity. The first accounting in any 12 month period requested by an Individual shall be provided without charge; a reasonable charge may be made for subsequent accountings if Business Associate informs the Individual in advance of the fee and the Individual is afforded an opportunity to withdraw or modify the request. In addition, to the extent that Business Associate maintains PHI in an electronic health record, Business Associate agrees to account for all disclosures of electronic PHI upon request of an Individual for a period of at least three (3) years prior to the request (but no earlier than the Effective Date of this Addendum) as required by HITECH. Such accounting shall be directly to the Individual if requested by the Covered Entity.

3.9. Provide to Covered Entity, in a reasonable time and manner designated by Covered Entity, information collected in accordance with Section 3.8. of this Addendum, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528.

3.10. Ensure that all Uses and Disclosures of PHI are subject to the principle of "minimum necessary," i.e., only PHI that is the minimum necessary to accomplish the intended purpose of the Use, Disclosure, or request may be Used or Disclosed.

3.11. Mitigate, to the extent practicable, any harmful effect of an unauthorized Use or Disclosure of PHI and any Breach or Security Incident by Business Associate or its subcontractors or agents of which Business Associate becomes aware.

3.12. Provide adequate training to members of its Workforce and to its subcontractors and agents regarding the requirements of the HIPAA Rules, HITECH, and this Addendum.

3.13. Provide Business Associate's policies and procedures for maintaining the confidentiality of records in a Designated Record Set as required by the Privacy Rule and this Addendum to Covered Entity at its request.

3.14. Comply with all applicable federal and state privacy and security requirements.

4. Covered Entity agrees to:

4.1. Provide Business Associate with its notice of privacy practices if a limitation in the notice of privacy practices may affect Business Associate's Use or Disclosure of PHI under the Agreement of this Addendum.

4.2. Provide Business Associate with any changes in, or revocation of, permission by an Individual to the Use and/or Disclosure of PHI, if such changes affect Business Associate's permitted or required Uses and/or Disclosures. Covered Entity will further notify Business Associate of any restriction on the Use and/or Disclosure of PHI agreed to by Covered Entity in accordance with the provisions of 45 CFR 164.522 and any restriction requested by an Individual that Covered Entity is required to comply with in accordance with the provisions of HITECH.

5. Specific Uses and Disclosures Permitted by Business Associate. Except as otherwise limited in the Agreement and this Addendum, Business Associate may:

5.1. Use or Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate provided that such Uses and Disclosures are required under state and federal laws.

5.2. Use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. 164.504(e)(2)(i)(B) when such services are required pursuant to the Agreement between the parties.

6. LIABILITY LIMITATIONS. All parties agree to be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without

waiving any sovereign immunity, governmental immunity or available defenses available to the parties under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the parties, or their employees, agents or officers shall be determined in accordance with comparative responsibility laws of Texas.

7. Term and Termination.

7.1. Term. The term of this Addendum shall be effective as of the Effective Date of the Agreement and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with Section 7.3 below.

7.2. Termination for Cause. Covered Entity may immediately terminate the Agreement and this Addendum if Covered Entity determines that Business Associate has breached a material term of this Addendum. Alternatively, the Covered Entity may choose, in its sole discretion, to: (i) provide the Business Associate written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within ten (10) days, Business Associate must cure said breach to the satisfaction of the Covered Entity within thirty (30) days from the date of the original notice. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of the underlying Agreement and this Addendum.

7.3. Effect of Termination.

7.3.1. Except as provided in paragraph 7.3.2 of this Section, upon termination of the Agreement or this Addendum, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This Section shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

7.3.2. In the event that Business Associate determines that return or destruction of the PHI is infeasible, Business Associate shall provide in writing to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual written agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

8. Rights to Proprietary Information; Injunctive Relief. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate. Business Associate understands and acknowledges that any disclosure or misappropriation of any of PHI in violation of this Addendum will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity.

9. Miscellaneous.

9.1. Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time to comply with the requirements of applicable federal or state laws or regulations governing the Use or Disclosure of Individually Identifiable Health Information.

9.2. Survival. The respective rights and obligations of Business Associate under Section 7 of this Addendum shall survive the termination of the Agreement and this Addendum.

9.3. Interpretation. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits the Parties to comply with HIPAA and HITECH. The provisions of this Addendum shall prevail over any provisions in the underlying Agreement that may conflict or appear inconsistent with any provision in this Addendum.

9.4. No Third Party Beneficiary. Nothing in this Addendum is intended, nor shall be deemed, to confer any benefits on any third party.

9.5. Counterparts; Facsimiles. This Addendum may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

9.6 Effect of Addendum. Except as amended by this Addendum, the terms and provisions of the underlying Agreement shall remain in full force and effect.

9.7 Supercedure. In the event that any term or provision of any agreement between the parties conflicts with a term or provision of this Addendum, this Addendum shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their respective duly authorized representatives.

EXECUTED as of this the 7 day of October, 2016, by CITY and GARLAND, TEXAS.

GARLAND, TEXAS

By: Brad Neighbor
City Attorney

By: Bryan L. Bradford ME
City Manager

Dallas County Hospital District d/b/a Parkland Health & Hospital System

By: Liz McMullen

Name: LIZ MCMULLEN

Title: VICE PRESIDENT FINANCE

Date: 9-22-16

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **3.a.**

Meeting Date: September 18, 2017

Item Title: Transportation Update

Submitted By: Paul Luedtke, Transportation Director

Summary of Request/Problem

The Transportation Director will provide an update on the strategic transportation initiatives in Garland.

Recommendation/Action Requested and Justification

Information only.

Attachments

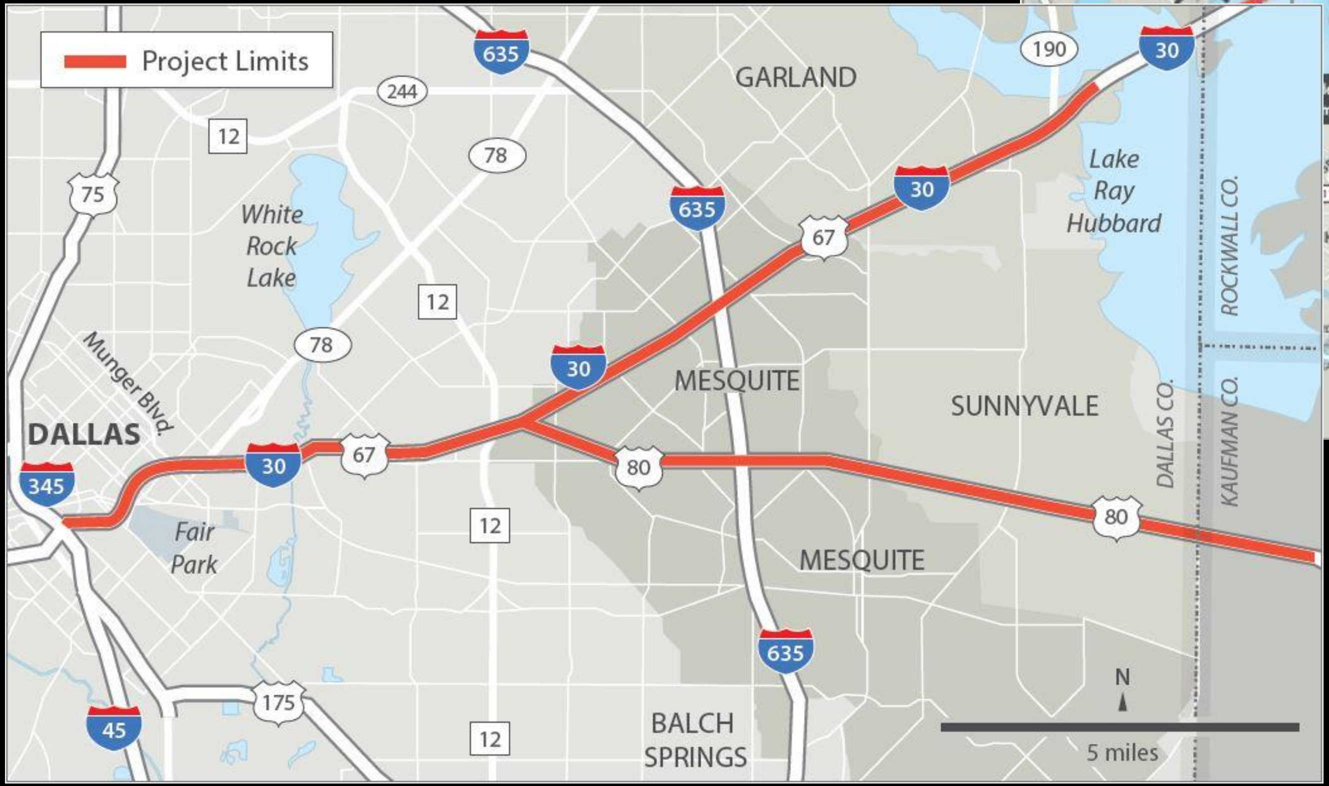
Transportation Update

Transportation Update

September 18, 2017

IH 30

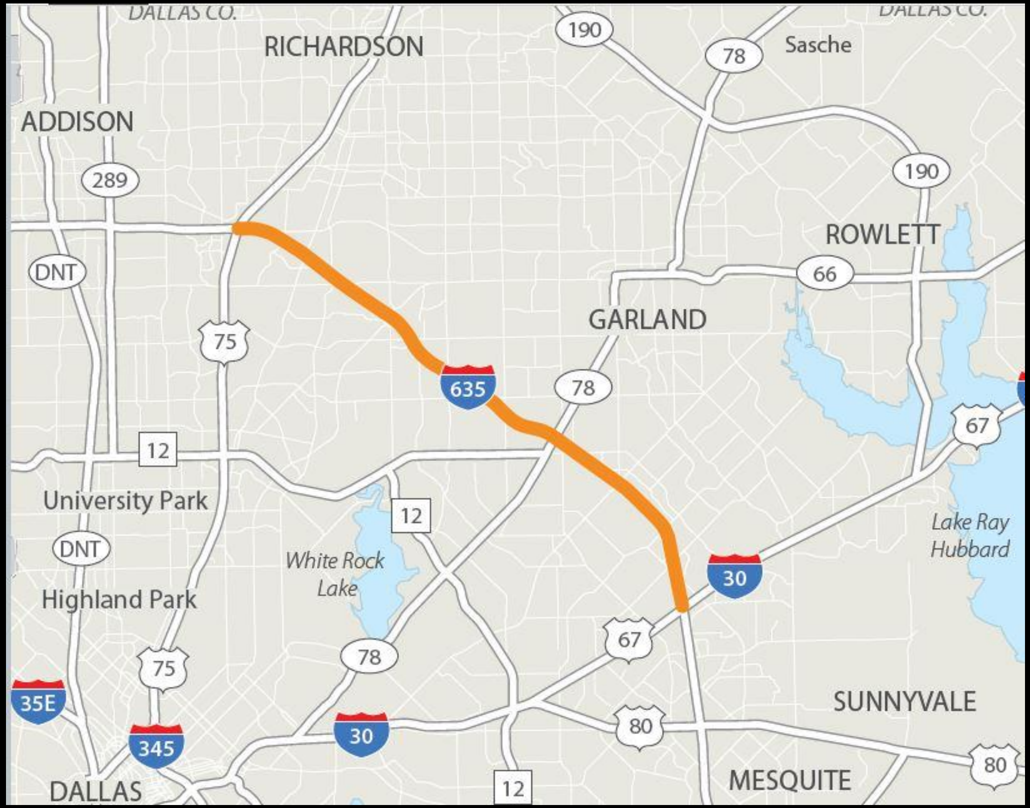
Ultimate Reconstruction
COLLIN CO.
ROCKWALL CO.
DALLAS CO.
Lake Ray Hubbard
ROCKWALL
Fate
Mobile City
Rockwall Lake
Heath
McLendon-Chisholm



Project Limits
GARLAND
White Rock Lake
Munger Blvd.
DALLAS
Fair Park
MESQUITE
SUNNYVALE
Lake Ray Hubbard
ROCKWALL CO.
DALLAS CO.
KAUFMAN CO.
BALCH SPRINGS
N
5 miles

IH 635 East

- Engineering
  - Construction Plans - Complete
  - Traffic and Revenue study - Complete
  - Public Hearing - Complete
  - Environmental - Complete
  - Ready for Construction Bidding
- Funding
  - Still Number 1 Project
  - No Funding from Legislature
  - "Laser Focus" on IH 635 East
  - Evaluating Options



GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **3.b.**

Meeting Date: September 18, 2017

Item Title: Budget Discussions - Contingency Only

Summary of Request/Problem

If necessary, Council will hold further discussions on the 2017-18 Budget.

Recommendation/Action Requested and Justification

Council discussion.

Attachments

Council Changes to City Manager Budget

CITY COUNCIL
CHANGES TO CITY MANAGER BUDGET

Description	Budget Impact
General Fund	
Retirement Stability Benefit for Civil Service (.5% City Contribution, 1% Employee Contribution)	
RSB - Council's expressed intent is to make a number of policy decisions by January 1, 2018, related to the following:	
(a) the target City contribution rate	
(b) the phase-in of the target rate	
(c) the appropriate financial vehicle	
(d) the minimum employee contribution rate	
(e) whether the employee participation is mandatory or voluntary	
1) Retirement Stability Benefit	$239,495
2) 5 Additional Police Officers - 4 Patrol Positions and 1 Community Outreach Officer	507,155
3) Reduction of 1 New Firefighter - New Firefighters Decreased from 4 to 3	(79,985)
4) Reduce General Fund Transfer to Infrastructure Fund - Decrease will be Added to 2018 CIP Funding	(652,500)
Impact to General Fund (To Be Covered By Fund Balance)	**$14,165**
Additional Funding for Events, Library Books, and Lyles House Evaluation	
1) Additional Funding for Events	$22,500
2) Funding for Lyles House Evaluation	20,000
3) Additional Operating Budget Funding for Library Books - Reduce CIP Funding	55,000
4) Reduce General Fund Transfer to Infrastructure Fund - Decrease will be Added to 2018 CIP Funding	(97,500)
Impact to General Fund	**$0**
Move Remaining Library Materials to Operating Budget	
1) Fund Remaining Library Materials in Operating Budget - Eliminate CIP Funding	$395,000
2) Reduce General Fund Transfer to Infrastructure Fund - Decrease will be Added to 2018 CIP Funding	(395,000)
Impact to General Fund	**$0**
Infrastructure Fund	
Reduce General Fund Transfer to Infrastructure Fund and Increase CIP Funding	
1) Reduce General Fund Transfer to Infrastructure Fund - Due to RSB Funding and Additional Police Officers	($652,500)
2) Reduce General Fund Transfer to Infrastructure Fund - Due to Additional Funding for Events, Library Books, and Lyles House Evaluation	(492,500)
Impact to Infrastructure Fund (To Be Made Up By Debt Proceeds in 2018)	**($1,145,000)**
Hotel/Motel Tax Fund	
Remove the Shuttle Program Proposal from the Budget	
1) Eliminate Shuttle Program from Proposed Budget	($137,451)
Impact to Hotel/Motel Tax Fund	**($137,451)**

GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **3.c.**
Meeting Date: September 18, 2017
Item Title: NLC - Transportation Committee Report

Summary of Request/Problem

Council Member B.J. Williams will provide Council with an update on his NLC - Transportation Committee Trip to D.C.

Recommendation/Action Requested and Justification

Information only.

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **3.d.**

Meeting Date: September 18, 2017

Item Title: Abandoned National Guard Facility at Central Park

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Summary of Request/Problem

At the request of Mayor Pro Tem David Gibbons and Council Member Rich Aubin, Council is requested to discuss the proposed use of the abandoned National Guard facility at Central Park for "maker space" operations.

Recommendation/Action Requested and Justification

Council discussion.

GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **3.e.**

Meeting Date: September 18, 2017

Item Title: Tinsley-Lyles House

Summary of Request/Problem

At the request of Mayor Pro Tem David Gibbons and Council Member Rich Aubin, Council is requested to discuss the Tinsley-Lyles House.

Recommendation/Action Requested and Justification

Council discussion.

GARLAND
POLICY REPORT

City Council Work Session Agenda **4.a.**

Meeting Date: September 18, 2017

Item Title: Dallas Central Appraisal District (DCAD) Board of Directors Nomination

Submitted By: Corey Worsham, Tax Administrator

Council Goal: Financially Stable Government with Tax Base that Supports Community Needs
Defends Rightful Powers of Municipalities

ISSUE

The Property Tax Code, section 6.03, requires that an election or appointment of members to the Board of Directors of an appraisal district be conducted in odd numbered years. Each of the incorporated cities and towns shall have the right to nominate by official resolution one (1) candidate as the fourth member to the Board. The fourth member will be elected by a majority vote of the incorporated cities and towns. A subsequent resolution ballot will be presented to Council in November of 2017. To Staff's knowledge, Garland has not nominated an individual in prior elections.

OPTIONS

The Council May:
1. Nominate by resolution one candidate to the DCAD Board of Directors at the October 2, 2017 City Council meeting.
2. Forgo the 2017 nomination of a Board Member.

RECOMMENDATION

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the October 2, 2017 Regular Meeting.

BACKGROUND

In accordance with the Texas Property Tax Code the following was adopted for the election or appointment of Appraisal District Board members.

Appointments

A. The City of Dallas will be entitled to one member.
B. The Dallas Independent School District will be entitled to appoint one member.
C. The Dallas County Commissioners Court may appoint one member.

Elections

D. Each incorporated city and town, except the City of Dallas, shall have the right to nominate the fourth board member.
E. Each Independent School District, except the Dallas Independent School District, shall have the right to nominate the fifth board member.

A subsequent resolution ballot of all nominated city and town candidates will be prepared for a vote by City Council during the November 2017 Council Meeting.

CONSIDERATION

The Property Tax Code specifies the qualifications for membership to the Board of Directors in Section 6.03. These qualifications are as follows:

1. Must be a resident of the DCAD for at least two years prior to the election.
2. May be an elected official of an agency represented by the DCAD.
3. Cannot be an employee of any agency represented by the DCAD.

Attachments

2017 DCAD Nomination Resolution

RESOLUTION NO. ______

A RESOLUTION OF THE CITY OF ___________ TEXAS, NOMINATING ___________________ AS A CANDIDATE TO BE A MEMBER OF THE BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT

WHEREAS, The Chief Appraiser of the Dallas Central Appraisal District has been charged with the responsibility of conducting the election process to determine the membership of the Board of Directors of the Dallas Central Appraisal District, according to the Property Tax Code of Texas; and

WHEREAS, each of the incorporated cities and towns, except for City of Dallas, shall have the right to nominate by an official resolution one (1) candidate as a member of the Board of Directors; and

WHEREAS, the said cities and towns shall, from among the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, a member of the Board of Directors.

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

THAT the Council of the City of _____________, Texas does hereby nominate ____________________ as a candidate to be a member of the Board of Directors of the Dallas Central Appraisal District.

DULY PASSED AND APPROVED this _____ day of ___________, 2017.

APPROVED:

____

MAYOR

ATTEST:

____

CITY SECRETARY

SEAL:

GARLAND

City Council Work Session Agenda
Meeting Date: September 18, 2017
Item Title: Boards & Commission Appointment
Submitted By: Elisa Morales, Management Services Coordinator , Administration

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Summary:

Council Member Rich Aubin

- Gina Shanks - Community Multicultural Commission

Attachments

Gina Shanks - Community Multicultural Commission

GARLAND
TEXAS MADE HERE

Application for City of Garland Boards/Commissions/Committees

Return completed application to: City Secretary's Office, 200 North Fifth Street, Garland, Texas 75040

Please Type or Print Clearly: Date: 7/7/17

Name: Gina Shanks Phone: —

Address: 714 Winifred Dr. Phone: [redacted]

City, State, Zip: Garland, TX 75041 Email: [redacted]

Resident of Garland for 2 years Resident of Texas for 20 years

Dallas County Voter Registration Number [redacted] Garland City Council District Number 5

Have you ever been convicted of a felony? ☐ Yes ☑ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☑ No

Please list any experience that qualifies you to serve in the areas you have indicated. My experience as a teacher, parent & resident of Garland qualifies me to have a say in my community & to help promote the positive aspects of this city.

If you have previously served on a City Board or Commission, please specify and list dates of service.

—

List civic or community endeavors with which you have been involved.

—

What is your educational background? BA, English

What is your occupational experience?

English Teacher

I hereby affirm that all statements herein are true and correct. [signature]

Board or Commission of first, second, and third choice:

___ Board of Adjustment	3 Garland Cultural Arts Commission	___ Parks and Recreation Board
___ Building and Fire Codes Board	1 Garland Youth Council **	___ Plan Commission *
___ Citizens Environmental and Neighborhood Advisory Committee	___ Property Standards Board	___ Plumbing and Mechanical Codes Board
___ Community Multicultural Commission	2 Library Board	___ Senior Citizens Advisory Committee
___ Electrical Board		

** Plan Commission members must live in district ** Garland Youth Council has a separate application*

FOR OFFICE USE ONLY

Ad Valorem Tax Status	Current ✓	Past Due ___	Date Appointed ___
Utility Account Status	Current ✓	Past Due ___	Appointed By ___
CSO Suit/Claim Filed	Yes ___	No X	Date Notified ___
Clerk Signature & Date	[signature]		Disclosure Form Filed

GARLAND

City Council Work Session Agenda

Meeting Date: September 18, 2017

Item Title: Boards & Commission Appointment

Submitted By: Elisa Morales, Management Services Coordinator , Administration

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Summary:

<u>**Council Member Robert Vera**</u>

- Carlos Porras - Downtown TIF Board
- Joel Requenez - Community Multicultural Commission

Attachments

Carlos Porras - Downtown TIFF Board

Joel Requenez - Community Multicultural Commission

TIF BOARD

GARLAND

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CITY OF GARLAND RECEIVED AUG 25 2017 CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Return completed application to: City Secretary's Office, 200 North Fifth Street, Garland, Texas 75040

Please Type or Print Clearly: Date: 08-14-17

Name: Carlos Porras Phone: [redacted] (Home)

Address: 3302 S. Country Club Rd Phone: [redacted] (Other)

City, State, Zip: Garland Tx 75043 Email: [redacted]

Resident of Garland for 9 years Resident of Texas for 50 years

Dallas County Voter Registration Number ______ Garland City Council District Number 3

Have you ever been convicted of a felony? ☐ Yes ☑ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☑ No

Please list any experience that qualifies you to serve in the areas you have indicated.

Business owner and property owner in the Garland downtown area. Previously the President of the Garland Downtown Business Ass.

If you have previously served on a City Board or Commission, please specify and list dates of service.

IN 2016/2017 served on Preservation Board which worked to get the Downtown area recognized as a National Historic and some Local Historic recognition too.

List civic or community endeavors with which you have been involved.

Hope Clinic, Good Samaritan, Habit for Humanity, Cinco de Mayo, Hispanic Chamber, GDBA, Fall for Gold ...

What is your educational background?

BA IS. Bachelor of Arts in Interdisciplinary Studies Business and Science

What is your occupational experience?

Business Owner and Operator (Restaurant Business)

I hereby affirm that all statements herein are true and correct. [signature]

Board or Commission of first, second, and third choice:

___ Board of Adjustment	___ Garland Cultural Arts Commission	___ Parks and Recreation Board
___ Building and Fire Codes Board	___ Garland Youth Council **	___ Plan Commission *
___ Citizens Environmental and Neighborhood Advisory Committee	___ Property Standards Board	___ Plumbing and Mechanical Codes Board
___ Community Multicultural Commission	___ Library Board	___ Senior Citizens Advisory Committee
___ Electrical Board		

** Plan Commission members must live in district ** Garland Youth Council has a separate application*

FOR OFFICE USE ONLY

Ad Valorem Tax Status Current ✓ Past Due___

Utility Account Status Current ✓ Past Due___

CSO Suit/Claim Filed Yes___ No ✓

Clerk Signature & Date [signature] 8/28

Date Appointed ______

Appointed By ______

Date Notified ______

Disclosure Form Filed ______

Revised 03/2017

GARLAND

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CITY OF GARLAND RECEIVED AUG 10 2017 CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Return completed application to: City Secretary's Office, 200 North Fifth Street, Garland, Texas 75040

Please Type or Print Clearly: Date: 7-29-17

Name: Joel Requenez Phone: [redacted] (Home)

Address: 3841 Mosswood DR Phone: [redacted] (Other)

City, State, Zip: Garland Texas 75042 Email: [redacted]

Resident of Garland for 17 years Resident of Texas for 70 years

Dallas County Voter Registration Number [redacted] rland City Council District Number 6

Have you ever been convicted of a felony? ☐ Yes ☑ No

Have you ever been convicted of a Class A misdemeanor? ☑ Yes ☐ No

Please list any experience that qualifies you to serve in the areas you have indicated.

Have visited Nursing homes as a volunteer, have served as Mediator for postal service, good bilingual communicating skills

If you have previously served on a City Board or Commission, please specify and list dates of service.

List civic or community endeavors with which you have been involved.

Served as coordinator for MDA March of Dimes, food drive for Postal Service Corpus Christi, Volunteer state fair, Early voting clerk 12 yrs

What is your educational background?

Associate of Arts degree - Del Mar College Corpus Christi

9 hrs short of Bachelors Degree (Sociology) Texas A&M Corpus Christi

What is your occupational experience?

Served as mediator between labor & management for the postal service

I hereby affirm that all statements herein are true and correct. Joel Requenez

Board or Commission of first, second, and third choice:

- ___ Board of Adjustment
- ___ Building and Fire Codes Board
- ___ Citizens Environmental and Neighborhood Advisory Committee
- ✓ Community Multicultural Commission (1)
- ___ Electrical Board
- ___ Garland Cultural Arts Commission
- ___ Garland Youth Council **
- ___ Property Standards Board
- ___ Library Board
- ___ Parks and Recreation Board
- ___ Plan Commission *
- ___ Plumbing and Mechanical Codes Board
- ✓ Senior Citizens Advisory Committee (2)

** Plan Commission members must live in district ** Garland Youth Council has a separate application*

FOR OFFICE USE ONLY

Ad Valorem Tax Status Current ✓ Past Due___

Utility Account Status Current ✓ Past Due___

CSO Suit/Claim Filed Yes___ No___

Clerk Signature & Date Laura Sullivan 8/10

Date Appointed ______

Appointed By ______

Date Notified ______

Disclosure Form Filed ______

Revised 03/2017

GARLAND

City Council Work Session Agenda

Meeting Date: September 18, 2017

Item Title: Boards & Commission Appointment

Submitted By: Elisa Morales, Management Services Coordinator , Administration

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Summary:

Council Member Robert John Smith

- Rex Kyle - TIF I-30
- Christopher Ott - Plan Commission

Attachments

Rex Kyle - TIFF I-30

Christopher Ott - Plan Commission

Tiff Board
I-30 Board.

CITY OF GARLAND
RECEIVED
AUG 24 2017
CITY SECRETARY

GARLAND

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Application for City of Garland Boards/Commissions/Committees

Return completed application to: City Secretary's Office, 200 North Fifth Street, Garland, Texas 75040

Please Type or Print Clearly: Date: 8-15-2017

Name: Rex Kyle Phone: [redacted] (Home)

Address: 5437 Meadow Vista Ln Phone: ______ (Other)

City, State, Zip: Garland, TX 75043 Email: [redacted]

Resident of Garland for 5 years Resident of Texas for 32 years

Dallas County Voter Registration Number ______ Garland City Council District Number ____

Have you ever been convicted of a felony? ☐ Yes ☑ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☑ No

Please list any experience that qualifies you to serve in the areas you have indicated.

6 years of real estate acquisition and sales.

If you have previously served on a City Board or Commission, please specify and list dates of service.

Previous appointment to this board.

List civic or community endeavors with which you have been involved.

Eagle Scout

What is your educational background?

Bachelors Degree

What is your occupational experience?

Construction, Real Estate, Business owner.

I hereby affirm that all statements herein are true and correct. Rex Kyle

Board or Commission of first, second, and third choice:

___ Board of Adjustment	___ Garland Cultural Arts Commission	___ Parks and Recreation Board
___ Building and Fire Codes Board	___ Garland Youth Council **	___ Plan Commission *
___ Citizens Environmental and Neighborhood Advisory Committee	___ Property Standards Board	___ Plumbing and Mechanical Codes Board
___ Community Multicultural Commission	___ Library Board	___ Senior Citizens Advisory Committee
___ Electrical Board		

** Plan Commission members must live in district ** Garland Youth Council has a separate application*

FOR OFFICE USE ONLY

Ad Valorem Tax Status Current ✓ Past Due ___
Utility Account Status Current ✓ Past Due ___
CSO Suit/Claim Filed Yes ___ No X
Clerk Signature & Date Alayna Sullivan 8/30

Date Appointed ______
Appointed By ______
Date Notified ______
Disclosure Form Filed ______

Revised 03/2017

GARLAND

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CITY OF GARLAND RECEIVED AUG 29 2017 CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Return completed application to: City Secretary's Office, 200 North Fifth Street, Garland, Texas 75040

Please Type or Print Clearly: Date: 8-11-17

Name: Christopher Ott Phone: [redacted] (Home)

Address: 901 Bromwich St Phone: [redacted] (Other)

City, State, Zip: Garland, TX 75040 Email: [redacted]

Resident of Garland for 28 years Resident of Texas for 42 years

Dallas County Voter Registration Number ______ Garland City Council District Number 8

Have you ever been convicted of a felony? ☐ Yes ☑ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☑ No

Please list any experience that qualifies you to serve in the areas you have indicated.

Incumbent Plan Commissioner for District 8

If you have previously served on a City Board or Commission, please specify and list dates of service.

Plan Commission Sept 2010 to today : Fire Board Sept 2009 to Sept 2010

List civic or community endeavors with which you have been involved.

Boy Scout adult leader (Eagle scout as youth) plus church activities

What is your educational background?

Associates degree Richland College and most of a Mech Engineering degree (Texas Tech and SMU)

What is your occupational experience?

Self employed with Rotary Performance since May 1988

I hereby affirm that all statements herein are true and correct.

Board or Commission of first, second, and third choice:

___ Board of Adjustment	___ Garland Cultural Arts Commission	___ Parks and Recreation Board
___ Building and Fire Codes Board	___ Garland Youth Council **	1 Plan Commission *
___ Citizens Environmental and Neighborhood Advisory Committee	___ Property Standards Board	___ Plumbing and Mechanical Codes Board
___ Community Multicultural Commission	___ Library Board	___ Senior Citizens Advisory Committee
___ Electrical Board		

** Plan Commission members must live in district ** Garland Youth Council has a separate application*

FOR OFFICE USE ONLY

Ad Valorem Tax Status Current X Past Due___

Utility Account Status Current X Past Due___

Date Appointed ______

Appointed By ______

CSO Suit/Claim Filed Yes___ No X

Clerk Signature & Date Mayra Sullivan 8/25

Date Notified ______

Disclosure Form Filed ______

Revised 03/2017

GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **8.a.**
Meeting Date: September 18, 2017
Item Title: Council Governance

Summary of Request/Problem

The City Council will continue discussions related to Council interactions, communications, and governance.

Recommendation/Action Requested and Justification

Council discussion.