



AGENDA CITY COUNCIL MEETING

August 3, 2023 | 6:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

Notice is hereby given that a meeting of the Lucas City Council will be held on Thursday, August 3, 2023, beginning at 6:30 pm at Lucas City Hall, 665 Country Club Road, Lucas, Texas 75002-7651, at which time the following agenda will be discussed. As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting. Pursuant to Texas Government Code 551.127, one or more members of the governing body may appear via videoconference call. The presiding officer and a quorum of the City Council will be physically present at this meeting.

If you would like to watch the meeting live, you may go to the City's live streaming link at <https://www.lucastexas.us/departments/public-meetings/>.

How to Provide Input at a Meeting:

Speak In Person: Request to Speak forms will be available at the meeting. Please fill out the form and give to the City Secretary prior to the start of the meeting. This form will also allow a place for comments.

Submit Written Comments: If you are unable to attend a meeting and would like to submit written comments regarding a specific agenda item, email Assistant City Manager Kent Souriyasak at kent@lucastexas.us by no later than 3:30 pm the day of the meeting. The email must contain the person's name, address, phone number, and the agenda item(s) for which comments will be made. Any requests received after 3:30 pm will not be included at the meeting.

Call to Order

- Roll Call
- Determination of Quorum
- Reminder to turn off or silence cell phones
- Pledge of Allegiance

Citizen Input

1. Citizen Input.

Community Interest

Pursuant to Section 551.0415 of the Texas Government Code, the City Council may report on the following items: 1) expression of thanks, congratulations or condolences; 2) information about holiday schedules; 3) recognition of individuals; 4) reminders about upcoming City Council events; 5) information about community events; and 6) announcements involving imminent threat to public health and safety.

2. Items of Community Interest.

Consent Agenda

All items listed under the consent agenda are considered routine and are recommended to the City Council for a single vote approval. If discussion is desired, an item may be removed from the consent agenda for a separate vote.

3. Consent Agenda:
 - A. Approval of the minutes of the July 20, 2023 City Council meeting. (**Assistant City Manager Kent Souriyasak**)
 - B. Approval of Ordinance 2023-07-00985 amending the City of Lucas Code of Ordinances by amending Chapter 13 titled “Utilities”, by amending Article 13.07 titled “Planning and Design Drainage Criteria” to conform to the Drainage Design Manual. (**Public Works Director Scott Holden and Contract Engineer Joe Grajewski**)
 - C. Authorize the City Manager to enter into a professional services agreement with JTG Engineering, PLLC, in the amount of \$78,000 for General Engineering Services funded in account 11-6209-309 (Professional Services) for a one-year period beginning October 1, 2023 through September 30, 2024. (**Public Works Director Scott Holden and Capital Improvements Project Manager Patrick Hubbard**)
 - D. Authorize the Mayor to enter into an interlocal agreement between the City of Lucas and Collin County for jail services for a one-year period beginning October 1, 2023 through September 30, 2024. (**City Manager Joni Clarke**)

Regular Agenda

4. Consider authorizing the City Manager to execute a funding agreement between the City of Lucas and the Friends of Lucas Fire-Rescue, Inc. to complete the restoration of Ole’ Streaker in an amount not to exceed \$50,000 funded in account 11-6999-323 (Streaker Restoration) for fiscal year 2023/24. (**City Manager Joni Clarke**)
5. Discuss alternative options regarding the realignment of Stinson Road as it relates to the City of Lucas Thoroughfare Plan and provide direction to the City Manager. (**Public Works Director Scott Holden, Capital Improvements Project Manager Patrick Hubbard, and Contract Engineer Joe Grajewski**)
6. Consider approving Resolution R 2023-07-00543 adopting the City of Lucas Preliminary and Final Plat Application Guidelines and Checklist. (**Development Services Director Joe Hilbourn**)
7. Consider adopting Ordinance 2023-07-00986 amending the City of Lucas Code of Ordinances by amending Appendix C titled “Fee Schedule”, by amending Article 9.000 titled “Public Improvements/Infrastructure Inspection”, by amending Section 9.100 titled “Public Improvements/Infrastructure Inspection” to reflect the cost of regulation. (**Development Services Director Joe Hilbourn**)
8. Discuss the following items as it relates to services provided by Lucas Fire-Rescue Department:
 - A. The provision of Emergency Medical Services (EMS) to mutual aid cities and Collin County via mutual aid agreements.

- B. The impact of Senate Bill 2476 relating to consumer protections against certain medical and health care billing by emergency medical services providers.
(Councilmember Debbie Fisher)
9. Consider adopting Ordinance 2023-07-00987 amending the City of Lucas Code of Ordinances by amending Chapter 6 titled “Health and Sanitation”, by amending Article 6.01 titled “General Provision”, by adding Section 6.01.001 titled “Definitions” to provide a definition of agricultural operation and amending Section 6.03.001 to clarify regulations regarding weeds, uncultivated grass and vegetation; and amending Chapter 8 titled “Offenses and Nuisances”, by amending Article 8.01 titled “General Provisions”, by amending Section 8.01.001 titled “Obstructions in Right-of-way” to be consistent with the amendments to Chapter 6. (Development Services Director Joe Hilbourn)
10. Discuss updating the City of Lucas Code of Ordinances Chapter 14 titled “Zoning”. (Development Services Director Joe Hilbourn)
11. Consider board/commission promotions and/or appointments to fill vacant positions for the following:
- A. Board of Adjustment regular member with a term expiring on December 31, 2024.
- B. Parks and Open Space Board regular member with a term expiring on December 31, 2023.
- C. Planning and Zoning Commission regular member with a term expiring on December 31, 2023.
(City Council)

Executive Session

12. Executive Session: An Executive Session is not scheduled for this meeting.
- As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney regarding any item on the agenda at any time during the meeting. This meeting is closed to the public as provided in the Texas Government Code.
13. Reconvene from Executive Session and take any action necessary as a result of Executive Session.
14. Adjournment.

Certification

I do hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002 and on the City's website at www.lucastexas.us on or before 5:00 p.m. on July 28, 2023.

Kent Souriyasak, Assistant City Manager

In compliance with the American with Disabilities Act, the City of Lucas will provide for reasonable accommodations for persons attending public meetings at City Hall. Requests for accommodations or interpretive services should be directed to Assistant City Manager Kent Souriyasak at 972.912.1213 or by email at kent@lucastexas.us at least 48 hours prior to the meeting.



City of Lucas

City Council Agenda Request

August 3, 2023

Item No. 01

Requester: Mayor Jim Olk

Agenda Item Request

Citizen Input.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

City Council Agenda Request

August 3, 2023

Requester: Mayor Jim Olk

Agenda Item Request

Items of Community Interest.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

City Council Agenda Request

August 3, 2023

Item No. 03

Requester: City Manager Joni Clarke
Assistant City Manager Kent Souriyasak
Public Works Director Scott Holden
Capital Improvements Project Manager Patrick Hubbard
Contract Engineer Joe Grajewski

Agenda Item Request

Consent Agenda:

- A. Approval of the minutes of the July 20, 2023 City Council meeting.
- B. Approval of Ordinance 2023-07-00985 amending the City of Lucas Code of Ordinances by amending Chapter 13 titled “Utilities”, by amending Article 13.07 titled “Planning and Design Drainage Criteria” to conform to the Drainage Design Manual.
- C. Authorize the City Manager to enter into a professional services agreement with JTG Engineering, PLLC, in the amount of \$78,000 for General Engineering Services funded in account 11-6209-309 (Professional Services) for a one-year period beginning October 1, 2023 through September 30, 2024.
- D. Authorize the Mayor to enter into an interlocal agreement between the City of Lucas and Collin County for jail services for a one-year period beginning October 1, 2023 through September 30, 2024.

Background Information

Item 3B:

The City’s Engineering Department was directed to evaluate the current drainage design criteria and provide recommendations for revisions to Article 13.07 titled “Planning and Design Drainage Criteria”. Staff met with engineering departments from adjacent municipalities and reviewed design criteria used in neighboring jurisdictions in the Dallas-Fort Worth Metroplex. Based on the feedback received and information gathered from other municipalities, a wide variety of revisions were identified. On July 6, 2023, the City Council directed staff to add definitions of “engineer” for clarifications purposes which has been included in the proposed Ordinance 2023-07-00985 for the “Planning and Design Drainage Criteria”.

Item 3C:

The fourth amendment to the professional services agreement with JTG Engineering, PLLC, will be extended to one year with Joe Grajewski for General Engineering Services (i.e., on-call engineering).



City of Lucas

City Council Agenda Request

August 3, 2023

Staff is proposing to execute a new agreement with JTG Engineering, PLLC, as the term of the existing contract will expire on September 30, 2023. Funding was included in account 11-6209-309 (Professional Services) for the Fiscal Year 2023/24 Proposed Budget.

Item 3D:

Collin County has provided the City with a proposed third amendment to the Interlocal Jail Services Agreement. The new proposed daily rate per inmate will be \$107.30 for fiscal year 2022/23. The current existing daily rate per inmate is \$76.54. Collin County indicated this increase is due to expenditures returning to normal after CARES Act funding was used in previous years after the pandemic to cover a portion of public safety salaries.

Attachments/Supporting Documentation

1. Minutes of the July 20, 2023 City Council meeting
2. Ordinance 2023-07-00985 amending Article 13.07 titled "Planning and Design Drainage Criteria"
3. JTG Engineering Professional Services Agreement for Fiscal Year 2023/24
4. Collin County Jail Services Contract Modification for Fiscal Year 2023/24
5. Inmate per Day Expense Entity Impact
6. Interlocal Jail Services Agreement between the City of Lucas and Collin County effective October 1, 2020

Budget/Financial Impact

NA

Recommendation

City staff recommends approval of the Consent Agenda.

Motion

I make a motion to approve the Consent Agenda as presented.



MINUTES CITY COUNCIL REGULAR MEETING

July 20, 2023 | 6:05 PM

Council Chambers | Video Conference
City Hall | 665 Country Club Road, Lucas, Texas

City Councilmembers Present:

Mayor Jim Olk
Mayor Pro Tem Kathleen Peele
Councilmember Tim Johnson
Councilmember David Keer
Councilmember Dusty Kuykendall
Councilmember Phil Lawrence (*remote at 6:32 pm*)
Councilmember Debbie Fisher

City Staff Present:

City Manager Joni Clarke
Assistant City Manager Kent Souriyasak
Finance Director Liz Exum
Development Services Director Joe Hilbourn
Public Works Director Scott Holden
CIP Manager Patrick Hubbard
Public Works Supervisor Jeremy Bogle
Fire Chief Ted Stephens
Assistant Fire Chief Aaron Alderdice
Assistant Fire Chief Lance Gant
HR Generalist Alana Cohen
Management Analyst Joshua Menhennett
Graduate Intern Jonathan Lawrence
Deputy Nicholas Noel

The regular City Council meeting was called to order at 6:05 pm immediately following the Lucas Fire Control, Prevention and EMS Board Meeting.

Citizen Input

1. Citizen Input

There was no citizen input at this meeting.

Community Interest

2. Items of Community Interest.

There were no items of community interest discussed.

Consent Agenda

3. Consent Agenda:

- A. Approval of the minutes of the July 6, 2023 City Council meeting.
- B. Approval of the City of Lucas Quarterly Investment Report ended December 2022.
- C. Approval of the City of Lucas Quarterly Investment Report ended March 2023.

D. Approval of setting the date for the public hearing regarding the City of Lucas Fiscal Year 23/24 Budget for August 17, 2023.

MOTION: A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Johnson to approve the Consent Agenda as presented. The motion passed unanimously by a 6 to 0 vote. Councilmember Lawrence was not present during this item.

Regular Agenda

4. Consider authorizing the City Manager to execute a change order with J&L Construction in the amount of \$85,591 utilizing remaining construction contingency funded in account 21-8210-490-129 (Bait Shop Waterline Relocation) for the construction of an 8-inch waterline connection at Cedar Bend Trail as it relates to the Bait Shop Waterline Relocation Project.

Public Works Director Scott Holden discussed the benefits of the waterline connection at Cedar Bend Trail and explained the cost is lower than anticipated. Mr. Holden indicated there are remaining contingency funds available for this waterline connection.

MOTION: A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Kuykendall to authorize the City Manager to execute a change order with J&L Construction in the amount of \$85,591 utilizing remaining construction contingency funded in account 21-8210-490-129 (Bait Shop Waterline Relocation) for the construction of an 8-inch waterline connection at Cedar Bend Trail as it relates to the Bait Shop Waterline Relocation Project. The motion passed by a 6 to 0 vote. Councilmember Lawrence was not present during this item.

5. Discuss the proposed City of Lucas budget for Fiscal Year 23/24.

City Manager Joni Clarke introduced City staff. Finance Director Liz Exum and Assistant City Manager Kent Souriyasak presented the proposed budget for Fiscal Year 23/24.

Councilmember Lawrence joined the meeting remotely at 6:32 pm.

Mr. Souriyasak discussed capital projects and Ms. Exum presented on tax rates and tax savings.

Councilmember Lawrence left the meeting remotely at 6:39 pm.

Ms. Exum continued discussing the budget summaries.

Councilmember Lawrence returned to the meeting remotely at 6:45 pm.

Mr. Souriyasak and Ms. Exum continued discussing revenue and expenditures by department.

City Council provided the following direction to staff regarding the proposed budget:

- Prepare employee compensation statements
- Create a separate budget line item for the Lucas Car Show
- Look into another option other than asphalt for resurfacing the back gravel parking lot of the Community Park

- Look into capturing the processing of a permit application and then paying the permit fee
- Provide an update on law enforcement staffing

This agenda item was for discussion purposes only.

Executive Agenda

6. Executive Session: An Executive Session is not scheduled for this meeting.

As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney regarding any item on the agenda at any time during the meeting. This meeting is closed to the public as provided in the Texas Government Code.

There was no executive session during this meeting.

7. Reconvene from Executive Session and take any action necessary as a result of the Executive Session.

There was no executive session during this meeting.

8. Adjournment.

MOTION: A motion was made by Councilmember Johnson, seconded by Councilmember Kuykendall to adjourn the meeting at 7:33 pm. The motion passed unanimously by a 7 to 0 vote.

APPROVED:

ATTEST:

Mayor Jim Olk

Kent Souriyasak, Assistant City Manager



ORDINANCE #2023-07-00985

[Amending Code of Ordinances Chapter 13 Utilities: Planning and Design Drainage Criteria]

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 13 TITLED "UTILITIES," BY AMENDING ARTICLE 13.07 TITLED "PLANNING AND DESIGN DRAINAGE CRITERIA", TO CONFORM TO THE DRAINAGE DESIGN MANUAL; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City staff recently updated the Drainage Design Manual to improve surface water drainage, and

WHEREAS, the City Council has determined it is in the best interest of the health, safety and welfare of the City to update the Code to reflect the requirements of the Drainage Design Manual.

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

SECTION 1. That the City of Lucas Code of Ordinances is amended by amending Chapter 13 titled "Utilities", Article 13.07 titled "Planning and Design Drainage Criteria," to read as follows:

§13.07.001. General

- a) The drainage criteria included in this section are for the purpose of providing a set of guidelines for planning and designing storm drainage facilities in the city and within its extraterritorial jurisdiction. These criteria will be used by the department of public works, other city departments, consulting engineers employed by the city, and engineers for private developments in the city.
- b) At a minimum, drainage plans shall include, but are not limited to the following:
 1. Drainage area map;
 2. Drainage area calculations (including size in acres, runoff coefficient, time of concentration, intensities for each required storm event and calculated flows for each storm event). Refer to the sample drainage area calculation table;
 3. Inlet calculations. Refer to the sample inlet calculation table;
 4. Open channel and/or storm sewer calculations. Refer to the sample open channel and storm sewer calculation tables;

5. Plan view drawings including centerline alignment (with stationing) for all open channel and closed conduit conveyances;
 6. Profile view drawings including alignment stationing and vertical slope for all open channel and closed conduit conveyances. Hydraulic information stating the quantity of flow (in cubic feet per second), the velocity of flow (in feet per second), the depth of flow (in feet), and the maximum capacity of each segment of the conveyance shall be included;
 7. Cross sections on 100-foot intervals for all open channel conveyances including the 100-year water surface elevation. Each section shall demonstrate that a minimum of 1-foot of freeboard is provided. Hydraulic information stating the quantity of flow (in cubic feet per second), the velocity of flow (in feet per second), and the depth of flow (in feet) shall be included for each cross section;
 8. Grading plans for detention and retention ponds;
 9. Standard construction details and calculations for the outfall structures at each detention or retention pond for each storm event. The calculations shall demonstrate that post-development run-off rates are reduced to pre-development rates, or the capacity of downstream systems, whichever is less;
 10. Storm sewer standard construction details; and
 11. Any additional information as requested by the city engineer.
- c) The term Engineer shall be defined in this section to refer to a Professional Engineer licensed in the State of Texas. The Engineer shall be provided by the owner or land developer to provide design calculations and prepare construction plans in accordance with the Texas Engineering Practice Act. The City Engineer shall be defined in this section to refer to a Professional Engineer licensed in the State of Texas. The City Engineer acts as an agent of the city to verify general compliance with the City of Lucas development requirements and normal engineering practice.

§13.07.002. Rational method for peak storm flows.

The formula to be used for calculating peak storm flows for drainage areas less than ~~200~~ 100 acres shall be the Rational Method, in which:

$Q = CIA$, where

Q - is the peak storm flow at a given point in cubic feet per second (cfs)

C - is the runoff coefficient that is equal to the ratio that the peak rate of runoff bears to the average rate (intensity) of rainfall;

I - is the average intensity of rainfall in inches per hour for a storm duration equal to the time of travel for runoff to flow from the farthest point of the drainage area to the design point in question;

A - The area that is contributing to the point of design.

Note: For drainage areas greater than 100 acres, peak storm flows shall be determined based on a flow routing analysis using detailed hydrographs such as the Natural Resource Conservation Service (NRCS) hydrologic methods that are available in such computer programs as HEC-HMS, etc.

§13.07.003. Runoff coefficient

The runoff coefficient (C) shall consider the slope of the terrain, the character of the land use, the length of overland flow and the imperviousness of the drainage area and shall be determined based on ultimate land development. The runoff coefficient for the appropriate land used shall be as follows:

- (1) Commercial/Parking Lots/Right-of-way 0.90.
- (2) Industrial 0.90.
- (3) Single-Family Residential 0.55.
- (4) Multifamily 0.75.
- (5) Parks and open space 0.35.
- (6) Schools, churches, etc. 0.80.

§13.07.004. Rainfall intensity-frequency

- a) The National Oceanic and Atmospheric Administration (NOAA) Atlas 14 Precipitation-Frequency Atlas of the United States, Texas (2018) is recognized as the best available set of rainfall data for the State of Texas. This data (referred to as Atlas 14) provides point precipitation frequency values. Lucas City Hall (665 Country Club Rd, Lucas, Texas) has been selected to define standard rainfall intensity values throughout the city. All developments must be analyzed using the most recently adopted rainfall intensities, included as table 1. Redevelopment sites with receiving drainage infrastructure that was previously designed using a previous rainfall intensity standard are required to analyze and design stormwater facilities using the updated values.
- b) Time of Concentration

The time of concentration, which is the longest time of travel for runoff to flow from any point of the subject drainage area to the design point, consists of the time required for runoff to flow overland plus the time required to flow in a street gutter, storm drain, open channel, or other conveyance facility. A minimum time of concentration of fifteen (15) minutes shall be used for Single-Family Residential, Parks and Open Space areas and a minimum time of concentration of ten (10) minutes shall be used for Right-of-Way, Commercial, Industrial, Multi-Family Residential, School and Church areas.

NRCS methodology shall be used to determine the time of concentration (Tc). This method separates the flow through the drainage area into sheet flow, shallow concentrated flow, and open channel flow. The Tc is the sum of travel times for sheet flow, shallow flow, and open

channel flow. The time of concentration flow path and sheet flow path shall be made available to the City upon request.

1. Sheet Flow: The maximum allowable length for sheet flow is 300-foot for undeveloped drainage areas and 100-foot for developed areas. When selecting n for sheet flow, consider cover to a height of about 0.1-foot. This is the only part of the plant cover that will obstruct sheet flow. The T_t in hours for sheet flow is determined using the following equation:

$$T_t = \frac{0.007(nL)^{0.8}}{(P_2)^{0.5}S^{0.4}}$$

T_t = travel time (hr)

n = Manning’s roughness coefficient (Table 13.1)

L = flow length (ft)

P₂ = 2-year, 24-hour rainfall (4.0 inches)

S = slope of hydraulic grade line (land slope, ft/ft)

Table 13.1 Sheet Flow ‘n’ Values

Surface Description	N
Smooth Surfaces (concrete, asphalt, gravel, or bare soil)	0.011
Fallow (no residue)	0.05
Cultivated soils	
Residue cover less than 20%	0.06
Residue cover greater than 20%	0.17
Grass:	
Short Prairie Grass	0.15
Dense grasses	0.24
Range (natural)	0.13
Woods:	
Light underbrush	0.40
Dense underbrush	0.80

2. Shallow Concentrated Flow: Shallow concentrated flow begins where sheet flow ends. A projected slope should be established along the flow line for the shallow concentrated flow length. The T_t in hours for shallow concentrated flow is determined by the following equation:

$$T_t = \frac{L}{3600V}$$

T_t = travel time (hr)

L = flow length (ft)

$$V = \text{velocity (fps)}$$

$$\text{Unpaved} = 16.1345 * S^{0.5}$$

$$\text{Paved} = 20.3282 * S^{0.5}$$

3. Open Channel Flow: Open Channel Flow is where the runoff is located within a defined channel or in some cases, closed storm systems. The T_t for open channel flow is determined using the following equation:

$$T_t = \frac{L}{3600V}$$

$$V = \frac{1.49r^{\frac{2}{3}}s^{\frac{1}{2}}}{n}$$

- T_t = travel time (hr)
- V = average velocity (ft/sec)
- r = hydraulic radius (ft)
- A = cross sectional flow (ft²)
- P = wetted perimeter (ft)
- s = slope of hydraulic grade line (channel slope, ft/ft)
- n = Manning's roughness coefficient

§13.07.005. Unit Hydrograph Methodologies.

For contributing drainage areas greater than 100 acres, the unit hydrograph method shall be used to determine the peak storm discharge quantities. This method shall also be used for verification of adequacy of stormwater detention facilities with contributing drainage area that are equal to or greater than 20 acres.

The use of a unit hydrograph method shall be based upon standard and accepted engineering principles used in the profession. Acceptable methods include the NRCS Technical Release Number 55 (TR-55) for drainage areas 100 acres to 2,000 acres and NRCS's Technical Release Number 20 (TR-20), or the United States Army Corps of Engineers HEC-HMS models for drainage areas 100 acres or more. When the flood study involves a watershed that does not already have any available hydrology model, or in the case where conversion of an existing model to a later version hydrology model is desired, the City's preference is the latest version of HEC-HMS model available.

When the unit hydrograph method is used, a flood study report shall be prepared and provided to the City Engineer, documenting the methodology, assumptions, derivation of all data used, and results of the study. To maintain consistency of all hydrologic studies within the City, the following requirements/conditions shall be used when performing the unit hydrograph method. These requirements/conditions shall be included in the plan set and the flood study report:

- a) Compute both pre-construction conditions (based on existing off-site watershed conditions) and post-construction conditions and show comparison in summary table of results.
- b) In addition to part a, compute the projected ultimate developed conditions to determine design elevations and erosion protection.
- c) 24-hour rainfall storm totals.
- d) Time of Concentration (T_c) and Lag Time Calculations, computed to the nearest 0.01 hour: The lag time is generally considered to be $0.6 \times T_c$. The T_c calculations should include sheet flow travel time, shallow concentrated flow travel time, channel flow travel time, and travel time associated with any storm sewer system pipes, street gutter flow, and other travel times. Storm sewer pipe travel time may be derived based on design velocities and pipe flow lengths from available or proposed sewer pipe plans. General guidelines pertaining to NRCS TR-55 methodology for determining flow times for sheet flow, shallow concentrated flow, channel flow, and other flow types are included in the section above. The length of sheet flow used with the unit hydrograph method should be limited to 100 feet.
- e) When using a unit hydrograph procedure, mixing the hydrology modeling data with data based on differing procedures is not acceptable.
- f) Drainage areas shall be rounded to the nearest 0.01 acre (0.000001 sq. mi.) in hydrology models, as well as for areas of land use and soil categories when computing composite runoff curve numbers.
- g) Impervious areas of a drainage basin should be included within the computed composite runoff curve number calculations used in the hydrology models (instead of using a percentage of impervious area in combination with a weighted curve number in hydrology models that contain that option).
- h) Stream reach hydrograph routing computations within hydrology models must be performed using a procedure that accounts for the effects of channel and floodplain storage (such as Modified Puls method), so that impacts on flood discharges due to loss of flood valley storage within the reach, whether caused by currently proposed construction or due to future development, can be determined.
- i) NRCS runoff curve numbers listed in NRCS's TR-55 for urban and residential districts are generally inappropriate for typical developments in the City of Lucas, due to the indicated low percentage of impervious areas indicated with the values. Therefore, curve numbers typical of conditions in the City of Lucas are included in Table 13.2. These values should be used in most cases; however, other curve numbers for conditions not listed in Table 13.2 may be derived and used if reasonably justified and documented.

- j) Options available in hydrology models to automatically compute pond spillway discharges, based on spillway or outlet type of configuration, are sometimes limited, and often do not adequately represent the designed spillway. In such cases, pond water surface elevations versus discharges may need to be computed by other methods and entered into the hydrology model as user defined paired data.

Table 13.2 NRCS Runoff Curve Numbers

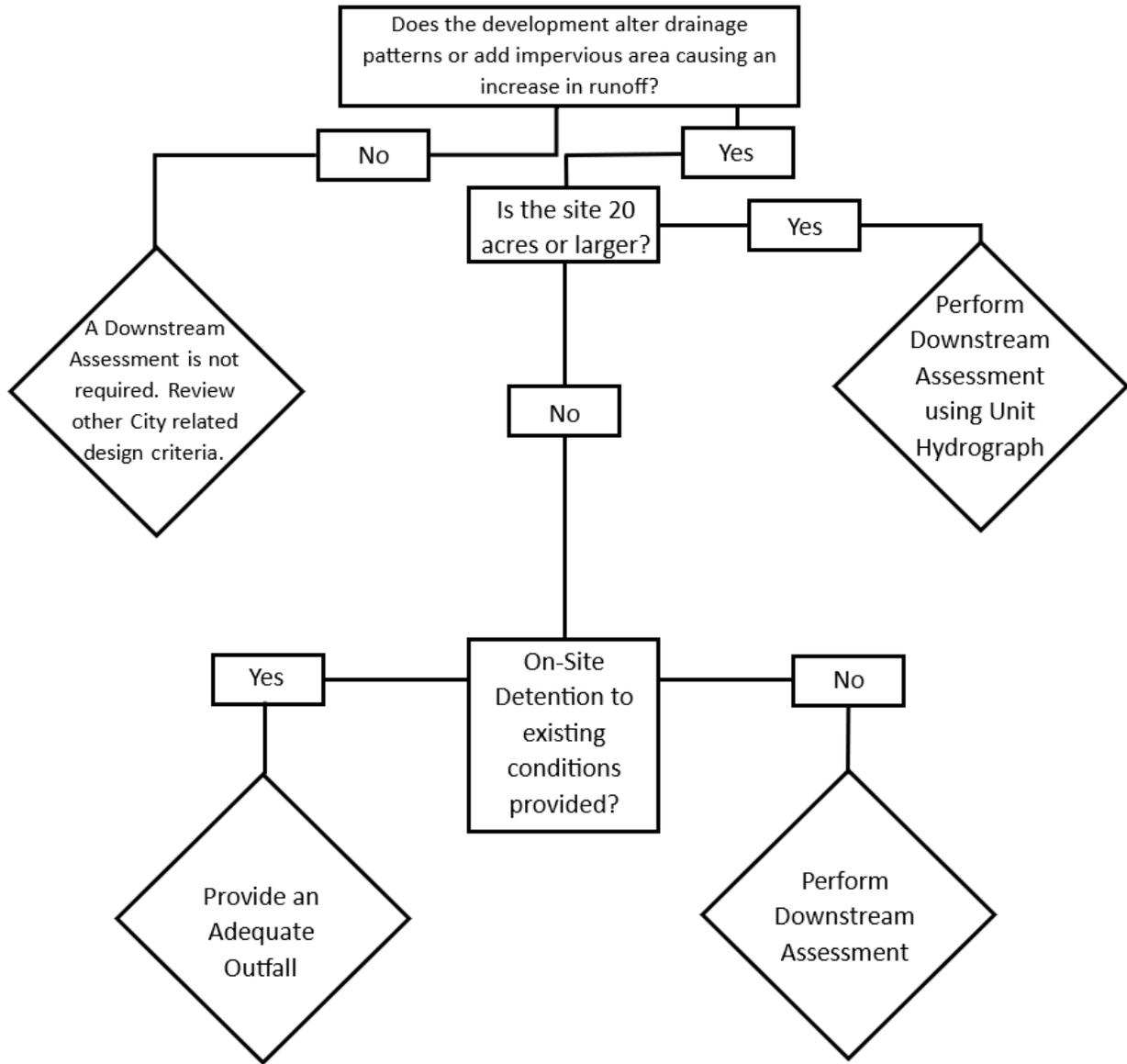
Land Use Classification	Hydrologic Soil Group			
	A	B	C	D
Wooded (fair)	36	60	73	79
Wooded (good)	30	55	70	77
Open Space/Range/Pasture (fair)	49	69	79	84
Open Space/Range/Pasture (good)	39	61	74	80
Cultivated, Straight Row	72	81	88	91
Cultivated, Contoured w/o Terrace	70	79	84	88
Cultivated, Contoured and Terrace	66	74	80	82
Residential (R-2 / ED)	63	77	84	88
Residential (R-1 / R-1.5)	66	78	85	88
Bare Soil	77	86	91	94
Commercial/Business/Multifamily	89	92	94	95
Industrial	81	88	91	93
Dirt or Gravel Roads ROW	76	85	89	91
Paved Road ROW	83	89	83	93
Inundated	100	100	100	100
Urban High Runoff Equivalent	83	89	92	94

*Urban high runoff equivalent is used only for projected fully developed watershed conditions.

§13.07.006. Downstream Assessment.

Storm water discharge from a development shall not cause adverse impacts to adjacent, upstream, or downstream properties or facilities. The design of a storm drain facility must account for the offsite flows that are routed through the development, flows generated by the development, and the impacts of the development and the drainage system on downstream facilities. Figure 13.1 below summarizes the process for determining if a Downstream Assessment will be required.

Figure 13.1 – Downstream Assessment Flow Chart



Downstream Assessments shall be prepared and submitted with the construction plans for review by the City. The study shall evaluate the capacity of the downstream system within the Zone of Influence. If the downstream system has less than fully developed capacity, the study shall demonstrate the development will produce no adverse impacts during the 2, 5, 10, 25 and 100-year storm events. No adverse impacts may include, but are not limited to:

- a) No new or increased flooding of existing structures.
- b) No increases in water surface elevations unless contained within the banks of an existing channel including 1-foot freeboard.

- c) Post-development channel velocities above 5-fps shall not be increased by more than 5% above pre-development velocities. Exceptions to these criteria require a certified geotechnical/geomorphologic study that provides documentation that a higher velocity will not increase erosion.
- d) No increases in downstream discharges caused by the proposed development that, in combination with existing discharges, exceeds the existing capacity of the downstream storm drainage system.
- e) The Downstream Assessment shall extend to a point downstream, known as the Zone of Influence (ZOI), where the proposed development creates no adverse impacts. For properties less than 20 acres, the Downstream Assessment may use the 10% Rule to determine the Zone of Influence, which ends at the point where the total drainage area is 10 times greater than the total drainage area for the site. As an example, if a structural control drains 10 acres, the Zone of Influence ends at a point where the total drainage area is at least 100 acres.
- f) For all other properties, the Zone of Influence will be defined by a detailed hydrologic and hydraulic modeling analysis. The City Engineer may require analysis beyond the ZOI established by the Engineer.
- g) If the subject development is part of a larger development, the Downstream Assessment must include the larger development, and the Zone of Influence shall be determined based on the entire property.

§ 13.07.007. Storm sewer design.

Stormwater in excess of that allowed to collect in the streets shall be intercepted in inlets and conveyed in a storm sewer system. Storm sewer capacity shall be calculated by the Manning’s formula:

$$Q = AV, \text{ and}$$

$$Q = 1.486 AR^{2/3}S^{1/2}/n$$

where

- Q is the discharge in cubic feet per second;
- A is the cross-sectional area of the conduit in square feet;
- V is the velocity of flow in the conduit in feet per second;
- R is the hydraulic radius in feet, which is the area of flow divided by the wetted Perimeter.
- S is the slope of the hydraulic gradient in feet per-foot;
- n is the coefficient of roughness.

The recommended roughness coefficients to use in the design of a storm sewer system are as follows:

Type of Storm Drain Manning's Coefficient

Concrete Box Culvert 0.015

New Concrete Pipe 0.013

Standard, unpaved, with or without bituminous coating corrugated metal pipe 0.024

Paved invert, 25% of periphery paved corrugated metal pipe 0.021

Paved invert, 50% of periphery paved corrugated metal pipe 0.018

100% paved and bituminous coated corrugated metal pipe 0.013

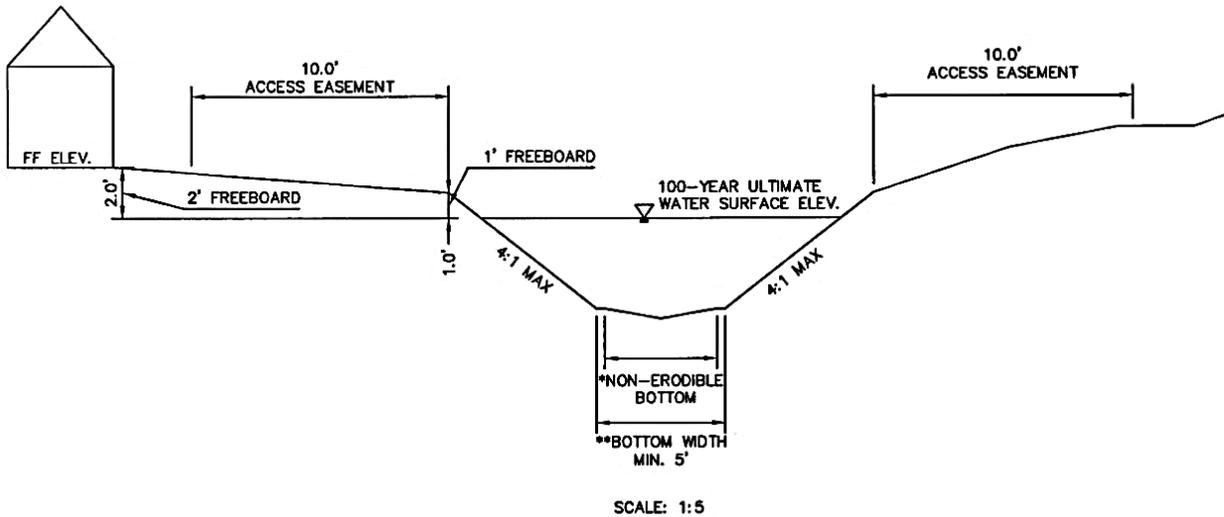
In the design of the storm sewer system, the elevation of the hydraulic gradient of the storm sewer shall be a minimum of 0.5 feet below the elevation of the adjacent street gutter. Storm sewer pipe sizes shall be so selected that the average velocity in the pipe will not exceed 15 feet per second nor less than 3 feet per second. The minimum grade recommended for storm sewer pipe is 0.30%. Closed storm sewer systems shall be installed in all areas where the quantity of storm runoff is 300 cubic feet per second, or less at the discretion of the city. A closed storm sewer system may be constructed when the quantity exceeds 300 cfs at the discretion of the City. Hydraulic gradients shall be calculated and lines drawn for each storm sewer.

**§ 13.07.008. Intentionally left blank for future use.
[Reserved]**

§13.07.009. Open Channel Design.

Excavated open channels shall be designed to convey the full design discharge. The allowable excavated channel cross section is shown on Figure 13.2. The maximum velocity allowed for unlined, vegetated excavated channels is 5-foot/s.

Figure 13.2: Open Channels – Excavated



*NON-ERODIBLE BOTTOM SHALL BE DESIGNED BY THE ENGINEER AND DOCUMENTATION AND CALCULATIONS SHALL BE PROVIDED TO CITY STAFF FOR REVIEW. GRADES SHALL ENSURE POSITIVE DRAINAGE THROUGHOUT THE CHANNEL.

**MINIMUM BOTTOM WIDTH SHALL BE BASED UPON PROJECT SPECIFIC CHANNEL MAINTENANCE NEEDS. BOTTOM WIDTHS SMALLER THAN WHAT IS SHOWN SHALL BE APPROVED BY THE DIRECTOR OF ENGINEERING SERVICES.

THE DIRECTOR OF ENGINEERING SERVICES MAY REQUIRE HYDRAULIC MODELING OF THE CONSTRUCTED CHANNEL TO CONSIDER A MANNINGS VALUE THAT REFLECTS A "MAINTAINED CHANNEL (0.25-0.35)" AND A "NON-MAINTAINED CHANNEL (0.35-0.055)".

- a) Unlined unvegetated excavated channels are not allowed. Construction of excavated channels will not be considered complete until the channel banks are stabilized. Vegetation selected for channel cover must conform with allowable vegetation from the Approved Material List.
- b) Supercritical flow shall not be allowed in channels except at drop structures and other energy dissipators.
- c) At transitions in channel characteristics, velocities must be reduced to the maximum velocity per the downstream assessment. Velocities must be reduced before the flow reaches the natural channel using either energy dissipators and/or wider or less steep channel.
- d) Channel armoring for erosion control shall be provided where deemed necessary by the City Engineer.
- e) If the channel cannot be maintained from the top of the bank, a maintenance access ramp shall be provided and included within the drainage easement.
- f) Minimum channel bottom widths are recommended to be equal to twice the depth of the channel. Any permanent open channel shall have a minimum bottom width of 5 feet.
- g) All open channels require a minimum freeboard of 1-foot freeboard.

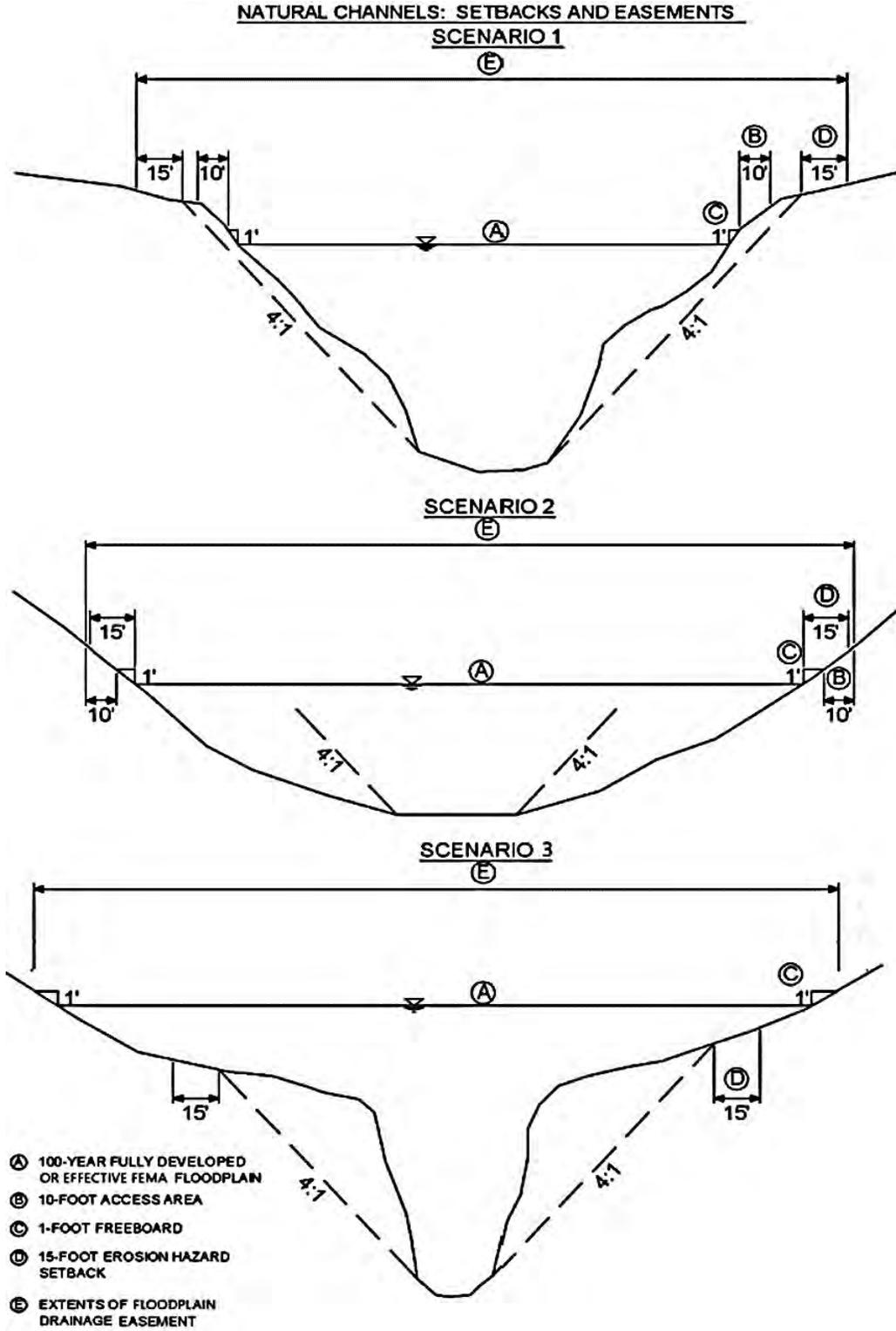
- h) The minimum slope for an excavated improved channel is 1%.
- i) Water surface elevations and flow velocities in channels are impacted by the maintenance condition in the channel. Calculations shall be performed assuming maintained and unmaintained vegetative conditions. Lower (maintained) Manning's values shall be used to determine maximum velocities, while higher (unmaintained) Manning's values shall be used to determine water surface elevations per Figure 13.3.
- j) Any channel modification must meet the applicable requirements of all Local, State and Federal Regulatory Agencies.
- k) An Erosion Hazard Setback shall be included within the Floodplain Drainage Easement for the channel. The purpose of this setback is to reduce the potential for any damage to property or infrastructure caused by the erosion of the bank. The erosion hazard setback shall be determined as follows, and is provided in Figure 13.3:
 - 1. For stream banks composed of material other than rock, locate the toe of the natural stream bank. Project a 4:1 line sloping away from the bank until it intersects finished grade. From this intersection add 15 feet away from the bank. This shall be the limit of the erosion hazard setback. For stream banks composed of rock, the 4:1 line may start at the top of rock in the creek bank.
 - 2. Figure 4.4 is intended to illustrate various scenarios under which the erosion hazard setback can be applied. Scenario 1 shows a situation where the setback may be located outside the Floodplain boundaries. Scenarios 2 and 3 show locations where the erosion hazard setback will be located inside the Floodplain boundaries.
- l) Any modifications within the area designated as erosion hazard setback will require:
 - 1. A geotechnical and geomorphological stability analysis.
 - 2. Mitigation for flowline degradation, erosion at outside bends, or other areas of erosive risk. Mitigation could include but is not limited to:
 - i. Grade control
 - ii. Bendways
 - iii. Headcut armoring
 - iv. Slope stabilization

Table 13.3 provides allowable ranges for roughness coefficients of open channels.

Table 13.3: Channel Roughness Coefficients

Channel Description	Roughness Coefficient		
	Minimum	Normal	Maximum
Minor Natural Streams			
Moderately Well-Defined Channel			
-grass and weeds, little brush	0.025	0.030	0.033
-dense weeds, little brush	0.030	0.035	0.040
-weeds, light brush on banks	0.030	0.035	0.040
-weeds, heavy brush on banks	0.035	0.050	0.060
-weeds, dense willows on banks	0.040	0.060	0.080
Irregular Channel with Pools and Meanders			
-grass and weeds, little brush	0.030	0.036	0.042
-dense weeds, little brush	0.036	0.042	0.048
-weeds, light brush on banks	0.036	0.042	0.048
-weeds, heavy brush on banks	0.042	0.060	0.072
-weeds, dense willows on banks	0.048	0.072	0.096
Flood Plain, Pasture			
-short grass, no brush	0.025	0.030	0.035
-tall grass, no brush	0.030	0.035	0.050
Flood Plain, Cultivated			
-no crops	0.025	0.030	0.035
-mature crops	0.030	0.040	0.050
Flood Plain, Uncleared			
-heavy weeds, light brush	0.035	0.050	0.070
-medium to dense brush	0.070	0.100	0.160
-trees with flood stage below branches	0.080	0.100	0.120
Major Natural Streams			
Moderately Well-Defined Channel	0.025	-----	0.060
Irregular Channel	0.035	-----	0.100
Unlined Vegetated Channels			
Mowed Grass, Clay Soil	0.025	0.030	0.035
Mowed Grass, Sandy Soil	0.025	0.030	0.035
Unlined Unvegetated Channels			
Clean Gravel Section	0.022	0.025	0.030
Shale	0.025	0.030	0.035
Smooth Rock	0.025	0.030	0.035
Lined Channels			
Smooth Finished Concrete	0.013	0.015	0.020
Riprap (Rubble)	0.30	0.40	0.50

Figure 13.3: Natural Open Channels



§13.07.010. Culverts and Bridges

a) Culverts.

- 1) All culverts, headwalls, wingwalls, and aprons shall be designed in conformance with the City Standard Details. The Engineer is responsible for selecting the applicable detail. The design of culverts shall include the determination of upstream backwater conditions as well as downstream velocities and flooding conditions. Consideration shall be given to the discharge velocity from culverts, and the limitations specified culverts with the limitation that culvert pipe diameter shall be a minimum 18". A headwall is required at exposed ends. Under private driveways, permanent culverts (those with reinforced concrete, asphalt, or AASHTO #3 gravel paving over the culvert) and temporary culverts (those without paving over the culvert) shall be constructed with reinforced concrete or minimum 16 gauge galvanized corrugated steel pipe. Temporary culverts and driveways must be removed within 18 months of permit issuance and the open channel reconstructed to its original design. Under public roads, reinforced concrete culverts are required. Permanent culvert design shall include minimum embedment of Class B+ per the North Central Texas Council of Governments (NCTCOG) design manual drawing 3020 dated October 2004.
- 2) Culvert calculations shall be provided to the City for review. Calculations may include, but are not limited to, headwall, tailwater, and flowline elevations, lowest adjacent grade and structure elevations, inlet and outlet control calculations and velocity calculations.
- 3) There is a minimum 1-foot freeboard from top of grade at a culvert crossing to the 100-year fully developed water surface elevation. An emergency overflow path shall be identified and provided on the construction plans. An emergency overflow path is the path the stormwater will take when the drainage facilities become clogged or do not function in the manner as to which it was designed. The emergency overflow path shall be limited to public right-of-way or drainage easements.
- 4) Culverts should always be aligned to follow the natural stream channel. The engineer shall provide sufficient information to analyze the upstream and downstream impacts of the culvert and illustrate the interaction of the channel and culvert alignment.
- 5) Headwalls and Entrance Conditions:
 - i. The Engineer shall be responsible for the headwall and wingwall designs. Headwalls refer to the entrances and exits of structures and are usually formed of cast-in-place concrete and located at either end of the drainage system. Wingwalls are vertical walls, which project out from the sides of a headwall.

- ii. The culvert entrance losses are provided in Table 13.4. The values of the entrance coefficient K_e represent a combination of the effects of entrance and approach conditions. Losses shall be calculated using the following formula:

$$H_e = K_e \left(\frac{v^2}{2g} \right)$$

- H_e = Entrance head loss (ft)
 K_e = Entrance loss coefficient
 v = velocity (ft/sec)
 g = gravitational constant (32.2 ft/sec²)

- 6) Concrete culvert headwalls and wingwalls shall use natural stone or brick veneer. The material palette shall be similar and complimentary to materials used throughout the development and are subject to approval by the City Engineer.

Table 13.4: Culvert Entrance Loss Coefficients

Type of Structure	K_e
Pipe, Concrete	
-projecting from fill, socket and (groove end)	0.2
-projecting from fill, square cut end	0.5
-headwall or headwall and wingwalls: socket end of pip (groove end)	0.2
-headwall or headwall and wingwalls: square edge	0.5
-headwall or headwall and wingwalls: rounded (radius - 0.0933D)	0.2
-mitered to conform to fill slope	0.7
-beveled edges, 33.7 or 45	0.2
-side or sloped tapered inlet	0.2
Pipe, or Pipe-Arch	
-projecting from fill (no headwall)	0.9
-headwall or headwall and wingwalls: square edge	0.5
-mitered to conform to fill slope, paved / unpaved slope	0.7
-beveled edges, 33.7 or 45	0.2
-side or sloped tapered inlet	0.2
Box, Reinforced Concrete	
-headwall parallel to embankment (no wingwalls): squared on three sides	0.5
-headwall parallel to embankment (no wingwalls): rounded on three sides to radius 1/12 barrel dimension on three sides	0.2
-wingwalls at 30 to 75 to barrel: square edged at crown	0.4
-wingwalls at 30 to 75 to barrel: crown edge rounded to radius of 2/12 barrel dimension or beveled top edge	0.2

b) Bridges.

- 1) The City requires that head losses and depth of flow through bridges be determined with a HEC-RAS program or other approved program. The following guidelines pertain to the hydraulic design of bridges:
 - i. Fully developed 100-year water surface must not be increased upstream of the bridge.
 - ii. Excavation of the natural channel is not allowed as compensation for loss of conveyance.
 - iii. Channelization upstream or downstream of the proposed bridge will only be permitted when necessary to realign the flow to a more efficient angle of approach.
 - iv. Side swales may be used to provide additional conveyance downstream of and through bridges.
 - v. Bridges are to be designed with the lowest point (low beam) low chord at least 2-foot above the fully developed 100-year water surface elevation.
- 2) A scour analysis shall be submitted with the construction plans.

§13.07.011. Stormwater Detention Pond Design

- a) Detention facilities shall be designed based upon the following minimum criteria:
 1. Detention shall be provided for the 2, 5, 25, and 100-year design storms based on the results of a downstream assessment. Sites without a downstream assessment will be required to provide detention to undeveloped runoff rates.
 2. The minimum bottom slope for above-ground detention facilities shall be 1%.
 3. The Engineer shall provide an operations and maintenance plan for the detention/retention facility as part of the design. The operations and maintenance plan shall indicate the ingress and egress locations to enter and maintain the pond, maintenance roles and responsibilities, contact information for the party responsible for the maintenance, and a maintenance schedule. Plan shall be recorded in the Collin County Real Property Records.
 4. Criteria established by the State of Texas for dam safety (TAC Title 30, Part 1, Chapter 299) and impoundment of state waters (Texas Water Code Chapter 11) shall apply where required by the state, and where, in the Engineer's judgment, the potential hazard requires these more stringent criteria.

5. All detention/retention facilities shall demonstrate and provide an adequate outfall in accordance with City Requirements. An adequate outfall is a structure or location that is adequately designed as to not cause adverse flooding conditions, erosion, or any other adverse impacts. An adequate outfall shall also have capacity to convey the increased fully developed runoff.

b) Detention Storage Calculation.

1. Detention facilities without upstream detention areas and with drainage areas of 20 acres or less can be designed using the Modified Rational Method otherwise the Unit Hydrograph Method shall be used.
2. If the Unit Hydrograph Method is used, the model shall extend through the Zone of Influence (see § 13.07.006) and include existing detention facilities within the Zone of Influence watershed.
3. No required parking space or fire lane may be located within a surface drainage pond. A maximum depth of 6 inches of ponded water is allowed in the parking lot.
4. If detention storage is located within a floodplain, the storage amount lost to the floodplain elevation must be modeled with unit hydrograph or the detention storage raised above the floodplain elevation.

c) Pond and Spillway Geometry.

1. Detention/retention facilities shall be designed with an emergency bypass/spillway in case the primary outfall ceases to function as designed. The emergency bypass/spillway shall be designed to pass a minimum of the 100-year pond inflow.
2. Detention/retention facilities shall have a minimum of 1-foot of freeboard above the 100-year water surface elevation.
3. Where embankments are used to temporarily impound detention, the effective crest of the embankment will be a minimum of 1-foot above the 100-year water surface elevation.
4. The minimum finish floor elevation for any lot adjacent to a detention/retention facility shall be 2 feet above the adjacent 100-yr fully developed water surface elevation.
5. The steepest side slope permitted for a vegetated embankment is 4:1.
6. Earth embankments used to temporarily or permanently impound surface water must be constructed according to specifications as required based on geotechnical investigations of the site and all regulatory requirements.

7. Access shall be provided to the banks and bottom of a detention facility for maintenance.
 - i. Engineer shall provide an operations and maintenance plan that will detail access.
 - ii. Retention facilities shall address dewatering procedures.
 8. It is the responsibility of the Engineer to consider pedestrian and vehicular safety in the design of detention facilities. Perimeter rails or fencing may be required.
 9. Underground detention facilities shall be designed with reinforced concrete if located under fire lane or within city right of way.
- d) Texas Commission Environmental Quality Requirements for Dams. The Texas Commission on Environmental Quality (TCEQ) provides design and review criteria for construction plans and specifications, construction, operation and maintenance, inspection, repair, removal, emergency management, site security, and enforcement of dams.

The design engineer shall refer to the Texas Administrative Code, Title 30, Part 1, Chapter 299 Dams and Reservoirs for current dam safety criteria. All proposed construction or modification of dams are required to adhere to TCEQ dam safety criteria. Should the design engineer desire to utilize an existing facility that would qualify under these criteria and the use of the facility changes from an agricultural use to another use, the existing facility may need to be brought into compliance with the TCEQ dam safety criteria. If dams that fall under the TCEQ dam safety criteria, the City will require review and approval from TCEQ prior to authorizing construction.

Retention facilities must obtain a TCEQ water rights permit if applicable. Refer to TCEQ for water rights regulations. For retention facilities without a water rights permit, the Engineer shall provide a signed statement to the City stating the water rights permit is not required.

§ 13.07.012. Tables and forms.

The following tables and forms are outlined and depicted below.¹

§ 13.07.013 Energy Dissipators.

- a) The Engineer shall be responsible for all energy dissipation designs. This may include channel armoring, gabion structures, gabion mattresses, rip-rap, turf reinforcement mats, and others as proposed
- b) All energy dissipation designs shall include supporting calculations showing the design is adequate. The City may require the Engineer to provide a hydraulic model as supporting documentation.

¹ *Editor's Note: Said tables and forms can be found as attachments to this chapter.*

- c) All energy dissipators should be designed to facilitate future maintenance. The design of outlet structures in or near parks or residential areas shall give special consideration to appearance and shall be approved by the City Engineer.

§ 13.07.014 Floodplain Alterations.

- a) No construction is allowed within floodplain areas (FEMA Effective floodplain or City of Lucas Fully Developed floodplain), but construction is allowed in those areas that have been reclaimed from the floodplain.
- b) Floodplain alteration shall be allowed only if all the following criteria are met:
 - 1) Flood studies shall include flows generated for existing conditions and fully developed conditions for the 2, 5, 25, and 100-year storm events.
 - 2) Alterations shall not increase the 100-year fully developed water surface elevation on other properties.
 - 3) Alterations shall be in compliance with FEMA guidelines.
 - 4) Alterations of the floodplain shall meet the requirements of Section 13.07.006.
 - 5) Alterations shall result in no loss of valley storage for a Major Creek, and a 15% maximum loss of valley storage for any other tributary for any reach, except at bridge and culvert crossings where it can be proven that there are no detrimental effects downstream.
 - 6) Any alteration of floodplain areas shall not cause any additional expense in any current or projected public improvements, including maintenance.
 - 7) The floodplain shall be altered only to the extent permitted by equal conveyance on both sides of the natural channel, as defined by the United States Army Corps of Engineers in a HEC-RAS analysis. The right of equal conveyance applies to all owners and uses, including greenbelt, park areas, and recreational areas. Owners may relinquish their right to equal conveyance by providing a written agreement to the City Engineer.
 - 8) A grading permit and/or construction plan approval shall be required to perform any grading activities on site.
 - 9) The toe of any fill shall parallel the natural direction of the flow.
 - 10) Floodplain alterations shall incorporate and consider other City planning documents and ordinances such as the Tree Preservation Ordinance, the Subdivision Ordinance, and the Floodplain Ordinance.

- 11) Unless a pre-existing model is in place, United States Army Corps of Engineers (USACE) HEC-HMS and HEC-RAS shall be used. A request to use another type of hydrologic or hydraulic model must be submitted to the City Engineer for approval. Modified Puls method shall be used for flood routing information to ensure that the cumulative effects of the reduction in floodplain storage of floodwater will not cause downstream or upstream increases in water surface elevations and erosive velocities. If Modified Puls method is not feasible, a request to use another type of flood routing method must be submitted to City Engineer for approval.
- c) The Engineer is responsible for providing documentation of the relevant USACE approved permits prior to beginning modification to the floodplain or impacts to Waters of the US (WoUS) or for providing a signed and sealed statement detailing why such permits are unnecessary.
- d) Verification of Floodplain Alterations:
 - 1) The owner/developer shall furnish, at their expense, to the City Engineer sufficient engineering information to confirm that the minimum finished floor elevations proposed are as required by this ordinance.
 - 2) Construction plans will not be released for construction within areas subject to a Conditional Letter of Map Revision (CLOMR) or amendment until accepted by the City Engineer and FEMA.
 - 3) Letters of Map Revision (LOMR) application shall be submitted to the City Engineer prior to submittal to FEMA no later than 60 days from the City's final acceptance of the construction.
 - 4) All submittals to FEMA shall be submitted to the City Engineer prior to submittal to FEMA. A copy of all responses to FEMA comments shall be submitted to the City.

§ 13.07.015 Drainage Easements.

- a) The following minimum width exclusive drainage easements are required when facilities are not located within public rights-of-way or easements:
 - 1) Overflow paths are to be located within a minimum 10-foot drainage easement.
 - 2) A Floodplain Drainage easement is required to be dedicated over open channels or creeks. See Figure 13.3. (Erosion Hazard Setback)
 - 3) A Drainage and Detention Easement is required to be dedicated over detention facilities.

b) Floodplain Drainage Easements shall be dedicated for all floodplains and shall include an erosion hazard setback to reduce the potential for damage due to erosion of the bank.

c) Drainage and Detention Easements shall be dedicated for all detention/retention facilities.

SECTION 2. To the extent of any irreconcilable conflict with the provisions of this Ordinance and other ordinances of the City of Lucas and which are not expressly amended by this Ordinance, the provision of this Ordinance shall remain and be controlling.

SECTION 3. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of the remaining portions of this Ordinance or the City of Lucas Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 4. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Ordinances of the City of Lucas, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances, as amended, and upon conviction in the municipal court shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 6. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Lucas, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 3RD DAY OF AUGUST, 2023.

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr., City Attorney

ATTEST:

Kent Souriyasak, Assistant City Manager

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

**FOURTH AMENDED AND RESTATED
AGREEMENT FOR PROFESSIONAL SERVICES
WITH JTG ENGINEERING PLLC**

This Fourth amended and restated agreement (“Agreement”) is made by and between the City of Lucas, Texas (“City”) and JTG Engineering, PLLC, a Professional Limited Liability Company (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City and JTG Engineering PLLC entered into a contract for General Engineering Services dated June 9, 2021; and

WHEREAS, the City has requested through this Fourth Amended and Restated Agreement an extension as provided in attached Exhibit “B” pursuant to the Original Contract; and

WHEREAS, the City desires in connection with the General Engineering Services Agreement (the “Project”) to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) on the terms and conditions set forth in this Agreement; and

WHEREAS, the Professional desires to render professional services for the City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I
Term**

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II Scope of Service

2.1 The Professional shall perform the services in connection with the Project as set forth in Exhibit "A", Scope of Services. The City may issue Work Orders detailing the specific Scope of Services to be performed by the Professional.

2.2 The City shall, prior to commencement of services, provide the Professional with the information set forth in Exhibit "D", if any.

2.3 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

2.4 Upon execution of this Agreement the City has the right to use the Professional's instruments of service for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City's Project Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the City's consultants and separate contractors, may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Professional hereunder, all materials and reports prepared by the Professional in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such materials and reports only for those purposes for which they were intended.

Article III Schedule of Work

The Professional agrees to complete the required services in accordance with the Project Schedule outlined in Exhibit "B" and within each Work Order issued by the City once mutually agreed upon by both Parties.

Article IV Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in Exhibit "C" (the "Compensation Schedule"), but at no time shall the total compensation for this Agreement exceed \$78,000.00. Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional's employees, agents, contractors performing the services, the time worked, the actual services performed the rates charges for such service, reimbursable expenses, the total amount of fee earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty

(30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

4.2 Unless otherwise provided in Exhibit “C” the Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with Professional’s standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The Professional shall provide written notice to and approval from the City prior to engaging services not referenced in the Work Orders or Exhibit “A” or Exhibit “C”. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder and shall not otherwise be reimbursed by the City unless provided differently herein.

5.3 The Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

5.4 The Professional shall submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Professional to which the City has

consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. This Agreement shall not be assigned by either Party.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event 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, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Right-of-Access. The Professional shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Professional will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

Attn: Joni Clarke
City Manager
City of Lucas, Texas
665 Country Club Road
Lucas, Texas 75002
Telephone: 972-727-8999

With Copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard,
Hager & Smith, LLP
1800 Ross Tower
500 North Akard
Dallas, Texas 75201
Telephone: 214.965.9900

If intended for Professional:

Attn: Joseph T. Grajewski, P.E., CFM
JTG Engineering, PLLC
5836 Birchbrook Dr. APT 125
Dallas, Texas 75206 Telephone: 214-991-6923

6.10 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000 in the aggregate.
- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. The Professional shall provide written notice to the City of any material change of or to the insurance required herein.

- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by the City.

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither Professional nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If, during the term of this Agreement, Professional becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, Professional shall immediately inform the City of Lucas.
- (c) For agreements that are financed by Federal or State grants, Professional agrees that this section will be enforced on each of its subcontractors and will inform the City of Lucas of any violations of this section by subcontractors to the Agreement.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this Agreement.

6.12 Indemnification. **PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL.**

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS’ FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL’S LIABILITY.

THE PROFESSIONAL’S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR

REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.14 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.15 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

- (a) Professional verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Professional verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Professional verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Professional is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

6.16 Lone Star Infrastructure Protection Act Verification. If under this Agreement, Professional is granted direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, Professional verifies, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 2116, 87th Legislature Regular Session), that neither Professional, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Professional, nor any of its sub-contractors (i) is owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or any designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, of any designated country; and (ii) is headquartered in China, Iran, North Korea, Russia or a designated country. The term “designated country” means a country designated by the Governor as a threat to critical infrastructure under Section 113.003 of the Texas Business &

Commerce Code. The term “critical infrastructure” means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.

6.17 Anti-Terrorism Verification. Professional hereby represents and warrants that at the time of this Agreement neither Professional, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Professional: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a Company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term “foreign terrorist organization” has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code. For purposes of this paragraph, “Company” means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or other entity or business association whose securities are publicly traded, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 20__.

City of Lucas, Texas

By: _____
Joni Clarke
City Manager

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(01-20-15/69878)

EXECUTED this 25th day of June, 2023.

(Professional)

By: Joseph Grajewski, P.E., CFM
Name: Joseph T. Grajewski, P.E., CFM
Title: Managing Member

Exhibit "A" **Scope of Services**

General Services: The Professional shall perform various general engineering services operating as the City Engineer including project management, infrastructure planning and review, attend coordination meetings, conduct construction plan reviews, review of specifications, bidding and contract documents.

The following include some of the tasks the Professional shall be asked to assist with:

- A. Provide engineering opinions on drainage issues to members of City staff and citizens.
- B. Management of existing design and construction projects underway with the City. This will include meeting and coordinating with design consultants and construction contractors as needed to complete the design and construction of projects. Summary update memoranda are to be provided to the City Manager for inclusion at City Council Meetings or on the City's website.
- C. Provide engineering review of development plans.
- D. Provide engineering opinions related to the maintenance of the City's infrastructure. Prepare memoranda of opinions to the City Manager as requested for inclusion in City Council packets.
- E. Pursue the needs of the City and communicate with other public and private entities on the City's behalf

Changes or modifications to the scope may be made at any time during this agreement if mutually agreed upon by the City and Professional.

Exclusions: The intent of this scope of services is to include only the services specifically listed herein and none others. Services specifically excluded from this scope of services shall include, but are not necessarily limited to the following:

- A. AutoCAD license
- B. Courier or delivery services
- C. Engineering design (requires separate agreement for design services)
- D. Printing and postage
- E. Sub-consultant services

Exhibit "B"
Project Schedule

The terms of this agreement shall extend for twelve (12) months beginning on Sunday, October 1, 2023 and terminate Monday, September 30, 2024. Professional will be available remotely, however, with advanced notice arrangements can be made for in-person meetings which do not conflict with Professional's academic schedule. Professional shall work on an as-needed basis either remotely or at City Hall averaging approximately ten (10) hours per week at the hourly rate listed in Exhibit "C".

The professional reserves the right to adjust scheduled hours providing adequate notice to City Staff to coordinate scheduled meetings. The City shall only be responsible for compensating the Professional for actual hours worked.

Exhibit "C"
Compensation Schedule

Payment for services described under Exhibit "A" shall be invoiced at \$150 per hour for actual time expended. Expenses will be billed at actual invoice cost times 1.15. Automobile mileage will be invoiced at the IRS limit. Based on the expected Scope of Engineering Services, we suggest the City establish a not to exceed budget in the amount of **\$78,000.00**. This budget will not be exceeded without written authorization from the City, based on an increased scope of services

Exhibit "D"
Information to be provided to Professional

1. Assigned City Engineer email address with a City of Lucas domain
2. Access to a City computer for use of AutoCAD or other specific software required to complete assigned tasks.
3. Use of printer and/or plotter for printing of materials related to assigned tasks.
4. Field survey data required to provide engineering expertise on drainage and other issues.
5. Office supplies associated with Scope of Services and Work Orders.

HISTORICAL INFORMATION

Awarded by Court Order No. 2020-692-08-03

Amendment	<u>No. 1</u>	Court Order No.	<u>2021-606-06-28</u>	Summary	<u>Renewal 1</u>
Amendment	<u>No. 2</u>	Court Order No.	<u>2022-994-09-26</u>	Summary	<u>Renewal 2</u>
Amendment	<u>No. 3</u>	Court Order No.	<u></u>	Summary	<u>Agreement extended and fees</u>

Inmate per day Expense Entity Impact

Entity	FY 2019 Actual Paid	FY 2020 Actual Paid	FY 2021 Actual Paid	FY 2022 Actual Paid	FY 2022 Inmate Days Utilizing FY 2024 Adopted Rate	FY 2023 YTD Actual Paid
Anna	\$ 4,395.09	\$ 4,543.88	\$ 4,296.27	\$ 3,057.60	\$ 5,579.09	\$ 688.86
Anna ISD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Baylor Scott & White	-	-	-	-	\$ -	\$ -
Celina	3,589.86	2,271.94	822.69	1,117.20	\$ 2,038.51	\$ 153.08
Collin Co. Community College	-	-	274.23	58.80	\$ 107.29	\$ -
Community ISD	-	-	-	-	\$ -	\$ -
DART	-	188.94	-	294.00	\$ 536.45	\$ -
Fairview	188.94	98.78	639.87	176.40	\$ 321.87	\$ 306.16
Farmersville	3,873.27	1,284.14	1,462.56	940.80	\$ 1,716.64	\$ -
Farmersville ISD	-	-	-	-	\$ -	\$ -
Josephine	-	98.78	-	-	\$ -	\$ -
Lavon	1,133.64	790.24	-	-	\$ -	\$ 153.08
Lucas	94.47	-	-	-	\$ -	\$ -
McKinney	70,285.68	36,977.85	33,090.42	20,756.40	\$ 37,873.45	\$ 5,817.34
Melissa	3,495.39	3,457.30	5,119.06	2,822.40	\$ 5,149.93	\$ 688.86
Murphy	3,400.92	4,642.66	1,279.74	58.80	\$ 107.29	\$ 76.54
Parker	-	395.12	-	-	\$ -	\$ -
Princeton	7,935.48	5,926.80	4,753.32	4,998.00	\$ 9,119.67	\$ 1,607.34
Prosper	3,684.33	4,247.54	914.10	1,058.40	\$ 1,931.22	\$ 1,836.96
Prosper ISD	-	-	-	176.40	\$ 321.87	\$ -
St Paul	-	-	-	-	\$ -	\$ -
Westminister	-	-	-	-	\$ -	\$ -
Wylie	7,179.72	2,271.94	91.41	-	\$ -	\$ -
	\$ 109,256.79	\$ 67,195.91	\$ 52,743.67	\$ 35,515.20	\$ 64,803.30	\$ 11,328.22
Rates	\$ 94.47	\$ 98.78	\$ 91.41	\$ 58.80	\$ 107.30	\$ 76.54
# City Days	1,157	680	577	604		148
Federal Inmate Housing	\$ 952,492.33	\$ 1,179,869.74	\$ 510,154.19	\$ 1,183,665.00	\$ 1,183,665.00	\$ 416,115.00
# Federal Days	13,648	11,944	4,859	11,273		3,963

Facility Utilization

% County	96.16%	96.39%	98.41%	96.70%		97.39%
% City	0.30%	0.19%	0.17%	0.17%		0.09%
% Federal	3.54%	3.41%	1.42%	3.13%		2.52%

State of Texas §
Collin County §
Commissioners Court §

Court Order
2020-692-08-03

An order of the Collin County Commissioners Court approving an interlocal agreement.

The Collin County Commissioners Court hereby approves an interlocal jail services agreement with the City of Lucas effective October 1, 2020 through and including September 30, 2021, as detailed in the attached documentation.

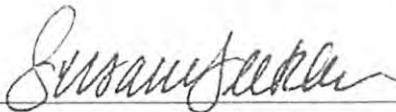
A motion was made, seconded, and carried by a majority of the court members in attendance during a regular session on Monday, August 3, 2020.



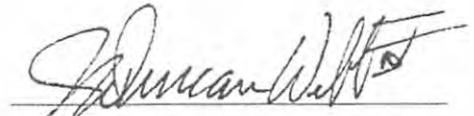
Chris Hill, County Judge



Darrell Hale, Commissioner, Pct 3



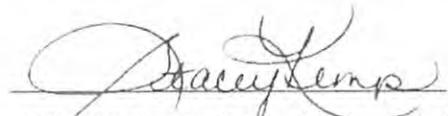
Susan Fletcher, Commissioner, Pct 1



Duncan Webb, Commissioner, Pct 4

Not Present

Cheryl Williams, Commissioner, Pct 2



ATTEST: Stacey Kemp, County Clerk

Interlocal Jail Services Agreement

This agreement is entered into on the 3 day of August, 2020, by and between the City of Lucas and Collin County. Both are political subdivisions of the State of Texas.

Recitals

1. The County operates the Collin County Detention Facility, including the Minimum Security facility, (the Detention Facility or County Jail) under chapter 351 of the Local Government Code and part 9 of title 37 of the Texas Administrative Code.
2. The County generally operates the County Jail for the confinement of persons accused or convicted of a violation of state law. *See* Code of Crim. Proc., arts. 2.17–2.18. But the Sheriff may also accept custody of persons accused of class C misdemeanors. *See* Tex. Att’y Gen. Op. No. JM-0151 (1984).
3. The City desires to obtain certain jail services from the County to be performed for the City to insure the confinement of persons accused or convicted of a class C misdemeanor or other violation of a municipal ordinance.

Therefore, under the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the parties agree as follows:

Section 1. Definitions

1.01 Jail Services

The term “jail services” means all services legally necessary to provide for the confinement in the County Jail of persons accused or convicted of an offense.

Section 2. Term

2.01 Term

The term of this agreement shall commence on October 1, 2020, and shall continue in full force and effect through September 30, 2021. This agreement may be renewed for additional one (1) year periods at the rates established and agreed upon by both parties each renewal year.

2.02 Termination

A party may terminate this Agreement for any reason by giving 90 days written notice to the other party.

Section 3. Services

3.01 Services

The County agrees to provide to City jail services necessary for the confinement of persons accused or convicted of an offense, subject to the availability of space at the County jail at the time the City requests jail services. Space will be unavailable when the County Jail is filled to 100% of its capacity and unable to accept additional inmates.

The Jail Administrator may determine when the County Jail is filled to 100% capacity and unable to accept additional inmates. The Jail Administrator will consider the jail's population, expected incoming inmates (*e.g.* under other jail-services agreements), expected releases, the gender and security-classification mix of the inmate population, inmates' health restrictions, space or cells needed to house and care for problematic or vulnerable inmates, and state law, including the rules and regulations of the Texas Commission on Jail Standards. At times, particular pods or cells may be unavailable for some reason, such as maintenance which shall be taken into account in determining whether the County Jail is filled at 100% of its capacity.

3.02 Persons Accepted

- (1) The Detention Facility will accept persons arrested via a Class C warrant, if the detainee is presented by a Peace Officer with the original warrant, a certified or facsimile copy of a valid arrest warrant, or if the jail staff receives a teletype or email confirmation of the warrant.
- (2) The Detention Facility will allow any Peace Officer to execute any Class C warrant on any detainee in the facility's custody, if the warrant is an original, certified, facsimile, or similarly reliable copy, or if the jail staff receives teletype or email confirmation.
- (3) The Detention Facility will accept all on-view or warrantless arrests of Class C violators. An arresting officer must provide the Detention Facility with (i) the time of arrest and (ii) a properly completed and signed probable-cause affidavit for each person arrested, for compliance with art. 17.033(a) of the Code of Criminal Procedure. Alternatively, an arresting officer must provide an original, certified, facsimile, or similarly reliable copy or confirmation of a magistrate's determination that probable cause exists to believe the arrestee committed the offense as required by art. 17.033(a) of the Code of Criminal Procedure.
- (4) When a defendant has been convicted of a Class C misdemeanor, a Judgment & Sentence is entered against the defendant under to art. 45.041 of the Code of Criminal Procedure. If the defendant defaults in the discharge of the judgment, a Judge may order the defendant confined in a jail. The Detention Facility will accept defendants on such jail commitments only if they are accompanied by a certified copy of the Judgment, Sentence and Order that complies with art. 45.046 of the Code of Criminal Procedure, and that states in part:
 - a. "the defendant is not indigent and the defendant has failed in good faith to discharge the fines and costs" or

- b. “the defendant is indigent and has failed to make a good faith effort to discharge the fine and costs under Article 45.049; and could have discharged the fine and costs under Article 45.049 without experiencing any undue hardship.”

Section 4. Non-Exclusivity of Service Provision

The County may contract to perform services similar or identical to those specified in this Agreement for other municipalities, utility districts, or governmental entities as the County, in its sole discretion, sees fit.

Section 5. Compensation

5.01 Basic Charge

The City will pay the County a Basic Charge of \$91.41 per day or part of a day per inmate that the City requests be confined on the City’s charges, and who is confined, in the County Jail. This Basic Charge, along with Additional Charges under sections 5.02–5.04, will fairly compensate the County. *See* Gov’t Code, § 791.011(e).

5.02 Additional Charges

In addition to paying the Basic Charge, the City will reimburse the County for expenses associated with providing jail services to inmates held on the City’s charges (the City’s inmates). The City will reimburse the County for providing health-care services, including ambulance, medical, hospital, dental, and psychiatric or psychological services to the City’s inmates. Where reasonable and consistent with the County’s legal obligations to care for inmates, including providing them with first aid and emergency and non-emergency medical care and care and monitoring for an at-risk inmate, the County will take reasonable steps to confer with the City about the reasonably foreseeable costs of maintaining the City’s inmates in the Detention Center before incurring an undue balance of such costs.

For conference purposes, “the City” means an officer with sufficient authority to make binding decisions about an inmate’s care or whether to issue a personal recognizance bond with respect to an inmate.

In provisions of the Sandra Bland Act, the legislature directed the Texas Commission on Jail Standards to adopt rules and procedures with regard to a county jail providing access to a mental-health professional through a telemental health service 24 hours a day, access to a health professional at the jail or through a telehealth service 24 hours a day, or, if a health professional is unavailable at the jail or through a telehealth service, provide for the City’s inmate to be transported to access a health professional. *See* Sandra Bland Act, S.B. 1849 (2017), 85th Reg. Sess., § 3.05 (codified at Gov’t Code, § 511.009(a)(23)); *id.* § 3.10 (requiring the Commission to adopt rules and procedures under § 511.009(23) no later than Sept. 1, 2018, and requiring a county jail to comply with such rules and procedures on and after September 1, 2020). It is possible that Collin County—with advice from its health-services provider or other expert—will voluntarily take steps to comply with such rules and procedures or provide these types of access to inmates before September 1, 2020. If so, then Collin County will confer with the City

about its plans to comply with the Sandra Bland Act, regulations resulting from the Act, or similar law, and the parties will negotiate terms for the City to reimburse the County for reasonable costs of providing such services to the City's inmates.

5.03 Billing

The County will bill the City monthly for jail services. The City will pay the bills under Chapter 2251 of the Government Code, including interest on payments that are not timely made as provided therein.

5.04 Cost of Additional Charges

The County will charge the City for services under section 5.02 of this Agreement at the cost to the County of providing those services to the inmates. The County will provide reasonable documentation or other support of such charges upon the City's request.

5.05 Source of Payment

The City will make all payments required under this Agreement from current revenues available to the City. *See* Gov't Code, § 791.011(d)(3).

Section 6. Lawful Arrest and Detention

The City will comply with all federal, state and local laws regarding conditions precedent to arrest and detention including, but not limited to, determinations of probable cause and other requirements necessary for lawful arrest and detention. Further, the City is solely responsible for compliance with pre-detention procedures and that the City will hold the County harmless from any liability, including, but not limited to, obligations, costs, claims, judgments, attorneys' fees and litigation costs, and attachments, caused by or flowing from the City's alleged or actual failure to comply with conditions precedent to lawful arrest and detention.

Section 7. Procedures

7.01 Delivery and Release of Inmates

The City agrees to comply with all County rules and procedures regarding jail security in delivering inmates to the Collin County Jail and receiving inmates to be released.

7.02 Removal on Termination

The City agrees to remove all persons confined on the City's behalf in the Collin County Jail pursuant to this Agreement at least one day before the date of this Agreement's termination.

Section 8. Civil Liability

The City is responsible for any civil liability that arises from the County's provision of services under this Agreement. *See* Gov't Code, § 791.006(b). The City will defend, indemnify, and hold harmless the County from and against all demands, claims, damages, losses and liabilities, including reasonable attorney's fees and litigation expenses, that arise directly or indirectly from the County's performance of this Agreement. This

provision falls under subsection (b) of sections 5 and 7 of article XI of the Texas Constitution.

For purposes of this section 8, "County" includes its officials, officers, deputies, employees, insurers, and agents.

With regard to the provision of a defense under this paragraph, the County will reasonably cooperate with the City in defending a claim or suit, including providing reasonable access to, and copies of, documents, electronic or magnetic data, and access to witnesses or other persons with discoverable knowledge such as detention officers, employees, or other persons under the County's supervision or control.

This agreement does not create any form of personal liability on the part of any official, officer, employee, or agent who is an individual of the City of Lucas or Collin County. Each party will not sue or try to hold an official, officer, employee, or individual agent of the other party personally liable for any personal injuries or property damage.

The parties do not waive any form of immunity by signing this agreement other than as provided herein.

The parties do not intend to create a claim or right for, or in favor of, a person who is not a party to this agreement.

Section 9. Amendment

This Agreement will not be amended or modified other than in a written agreement signed by the parties. No party will try to enforce a purported amendment that is not written and properly approved by each party's governing body under section 791.011(d) of the Government Code.

Section 10. Controlling Law

Texas law will govern this Agreement and the parties' claims and defenses arising out of, or related to, their relationship and performances under this Agreement, regardless of a forum's choice-of-law rules.

Section 11. Notices

11.01 Form of Notice

Unless otherwise specified, the parties will communicate under this Agreement in writing or by email. A party will send important communications, including communications under section 12, in writing and by certified mail to the liaisons in section 11.02.

11.02 Addresses

A party will address a communication to the other's address as follows:

- (A) Collin County, to:
Sheriff Jim Skinner

Collin County Sheriff's Office
4300 Community Ave.
McKinney, Texas 75071

- (B) Collin County Administrator, to:
Bill Bilyeu
2300 Bloomdale #4192
McKinney, Texas 75071
- (C) Collin County Purchasing
Collin County Administration Bldg.
2300 Bloomdale Road, Suite 3160
McKinney, Texas 75071
- (D) If the City, to:
Joni Clarke, City Manager
City of Lucas
665 Country Club Road, Lucas, Texas 75002

or to such person at such other address as may from time to time be specified in a notice given as provided in this section 11. The City may also provide a copy of a communication to:

The Honorable Chris Hill
Collin County Judge
Collin County Administration Building
2300 Bloomdale Rd. Suite 4192
McKinney, Texas 75071

Section 12. Resolution of Disputes

Should a dispute arise out of this agreement, the County and the City will first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the Parties' attempts to resolve their disagreements through negotiations fail, the disputes will be mediated by a mutually acceptable third party to be chosen by the County and the City within fifteen days after written notice by one Party to the other demanding mediation under this section. The County and City will share equally in the costs of the mediation. This section's purpose is to reasonably ensure that the County and the City will in good faith use mediation or another non-binding dispute resolution process before pursuing litigation. A Party's participation in mediation or another non-binding dispute resolution process will not be construed as a waiver by a Party of (1) any rights, privileges, defenses, remedies or immunities available to a Party; (2) a Party's termination rights; or (3) other termination provisions or expiration dates provided herein. In the event of a lawsuit or any form of ADR, each party will bear its own attorney's fees and expenses.

Section 13. Captions

The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement.

Section 14. Counterparts

This Agreement may be executed in counterparts and may be photocopied. A party may use a complete counterpart or photocopy as if it were an original.

Section 15. Obligations of Condition

All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under the Agreement.

Section 16. Exclusive Right to Enforce this Agreement

The County and the City have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

Section 17. Prior Agreements Superseded

This Agreement constitutes the sole and only agreement of the parties as to the matters set forth here.

In witness whereof, the parties hereto have executed this Agreement as of the day and year first above written.

Section 18. No Partnership or Agency

The Parties hereto have not created a partnership and nothing contained in this Agreement shall in any manner whatsoever constitute any Party the partner, agent or legal representative of the other Party, nor create any fiduciary relationship between them for any purpose whatsoever. No Party shall have any authority to act for, or to assume any obligations or responsibility on behalf of, the other party except as may be, from time to time, agreed upon in writing between the Parties or as otherwise expressly provided in this Agreement.

Section 19. Force Majeure

Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use

diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Collin County, Texas

By: _____

Chris Hill, County Judge

Date: _____

12 AUG 2020

City of Lucas, Texas

By: _____

Title: MAYOR

Date: July 17, 2020



City of Lucas

City Council Agenda Request

August 3, 2023

Item No. 04

Requester: City Manager Joni Clarke

Agenda Item Request

Consider authorizing the City Manager to execute a funding agreement between the City of Lucas and the Friends of Lucas Fire-Rescue, Inc. to complete the restoration of Ole' Streaker in an amount not to exceed \$50,000 funded in account 11-6999-323 (Streaker Restoration) for fiscal year 2023/24.

Background Information

In 1973, Fire Chief Frank Hamlin used his own personal funds, along with donations from the Lucas community, to purchase the first fire apparatus for the City of Lucas which was affectionately named Ole' Streaker. The truck was originally purchased in 1949 by the City of Dallas and was used as a frontline fire apparatus for many Texas cities.

The Friends of Lucas Fire-Rescue is a not-for-profit organization that is separate from the City of Lucas government. The purpose of the organization is to promote the mission of the Lucas Fire-Rescue Department and to provide support in time of need to the Lucas community.

In 2019, the Friends of Lucas Fire-Rescue began the process of restoring Ole' Streaker which is a 1949 Ford F7 Detroit General Fire Engine.

At the May 4, 2023, City Council meeting, Mr. Gerald Reining provided the Lucas City Council with an update on the Ole' Streaker Restoration Project which is an endeavor led by the Friends of Lucas Fire-Rescue.

Attachments/Supporting Documentation

1. City of Lucas and Friends of Lucas Fire-Rescue, Inc. Funding Agreement

Budget/Financial Impact

In fiscal year 2019/20, the City entered into an agreement to match funds raised by the Friends of Lucas Fire-Rescue in an amount of \$37,500.

At the first Lucas Car Show in 2022, Tony Prutch with Homes by J. Anthony and Rich Verbal with Legacy Classic Cars raised \$25,000 towards this cause.

In May 2023, the Friends of Lucas Fire-Rescue raised approximately \$17,947 for the project.



City of Lucas

City Council Agenda Request

August 3, 2023

Total funds raised to date as of May 5, 2023 is \$80,447. The projected final cost for this restoration project is \$116,349 plus a 10% contingency in the amount of \$11,635 for a total projected cost of \$127,984 with an estimated completion date of December 2024. The anticipated shortfall is \$47,537.

In addition, NAPA Auto Parts has agreed to provide paint for the restoration project with an estimated value of \$10,000. Many volunteers have contributed nearly 3,000 hours of labor towards the project.

Recommendation

Staff recommends approval of the Funding Agreement as presented.

Motion

I make a motion to approve/deny authorizing the City Manager to execute a funding agreement between the City of Lucas and the Friends of Lucas Fire-Rescue, Inc. to complete the restoration of Ole' Streaker in an amount not to exceed \$50,000 funded in account 11-6999-323 (Streaker Restoration) for fiscal year 2023/24.

2.2 The title and ownership of Streaker shall pass to the City once restoration is completed.

Article III Termination

This Agreement may be terminated by either Party upon giving thirty (30) days written notice to the other Party. Upon termination by either Party, City's obligations hereunder shall be discharged and terminated.

Article IV No Conflicts

No officer or employee of City or Friends shall have any interest, direct or indirect, in this Agreement or the proceeds thereof that violates relevant provisions of the City Charter, City Ordinances or State laws dealing with conflict of interest.

Article V Miscellaneous

5.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

5.2 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

5.3 Assignment. Friends may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Friends to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

5.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representative, successors and assigns.

5.5 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in a state court of competent jurisdiction in Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

5.6 Amendments. This Agreement may be amended only by the mutual written agreement of the Parties.

5.7 Severability. In the event 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, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

5.8 Independent Contractor. It is understood and agreed by and between the Parties that Friends, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Friends pursuant to this Agreement shall be in the capacity of an independent contractor and not as an agent or employee of City. Friends shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

5.9 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

5.10 Recitals. The recitals to this Agreement are incorporated herein.

5.11 Notices. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed or facsimile to the address specified below, or to such other party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to:

Joni Clarke
City Manager
City of Lucas
665 Country Club Road
Lucas, Texas 75002-7651
Phone: (972) 727-8999

With copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 North Akard Street
Suite 1800
Dallas, Texas 75201
Phone: (214) 965-9900

If intended for Friends:

Attn: Ray McKee
Friends of Lucas Fire-Rescue
P. O. Box 1868
Allen, Texas 75013
Phone: (469) 400-5530

5.12 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

5.13 Recitals. The recitals to this Agreement are incorporated herein.

5.14 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

5.15 Audits and Records. Friends agree that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Friends' records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

5.16 Compliance with Federal, State & Local Laws. Friends shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

5.17 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

5.18 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

(a) Friends verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(b) Friends verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

(c) Friends verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

(d) This section does not apply if Friends is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Friends has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

EXECUTED this _____ day of _____, 2023.

City of Lucas, Texas

By: _____
Joni Clarke, City Manager

Approved as to form:

By: _____
Joseph J. Gorfida, Jr.
(07-20-2023: FINAL 4865-4342-6161, v. 1)

EXECUTED this _____ day of _____, 2023.

Friends of Lucas Fire-Rescue, Inc.

By: _____

Name: _____

Title: _____



City of Lucas

City Council Agenda Request

August 3, 2023

Item No. 05

Requesters: Public Works Director Scott Holden
Capital Improvements Project Manager Patrick Hubbard
Contract Engineer Joe Grajewski

Agenda Item Request

Discuss alternative options regarding the realignment of Stinson Road as it relates to the City of Lucas Thoroughfare Plan and provide direction to the City Manager.

Background Information

On June 1, 2023, the City Council discussed various options regarding the realignment of Stinson Road following a presentation from TxDOT on the proposed alignment of West Lucas Road from the Bait Shop Intersection to Country Club Road (FM 1378). The City's Engineering Department was directed to evaluate alternatives for the realignment of Stinson Road. Staff has prepared exhibits showing conceptual illustrations and identified pros and cons for each of the alternative options.

Option 1: Construction of Parallel Road as shown in Existing Thoroughfare Plan

Pros:

- Eliminates the intersection of Stinson Road with West Lucas Road, which improve traffic circulation.
- Provides for direct connection to Willow Springs Middle School parking lot which potentially replaces eastern driveway.

Cons:

- Constructability is negatively impacted by need to acquire right-of-way and take portions of multiple intersected properties in various stages of development.
- Would create two sharp turns that struggle to meet or do not meet engineering standards (e.g., design speed).
- May require relocation of existing overhead utility lines.

Option 2: Right-In and Right-Out at Existing Stinson Road Intersection

Note: There is no pork chop/full width median. A pork chop would be a raised triangular median to directionally control traffic.

Pros:

- Eliminates safety issue created by left turning motorist into and out of Stinson Road.
- Is relatively simple to implement.

Cons:

- No direct left turn access to or from Stinson Road. A U-Turn would be required to access this road from the East or to exit this road going West.



City of Lucas

City Council Agenda Request

August 3, 2023

Item No. 05

Option 3: Construction of S-Curve at West Lucas Road Intersection

Pros:

- Eliminates intersection of Stinson Road and West Lucas Road which improves safety and traffic circulation.
- Provides for direct connection to Willow Springs Middle School parking lot which potentially replaces eastern driveway.

Cons:

- Constructability is negatively impacted by need to acquire right-of-way and take portions of multiple intersected properties in various stages of development.
- Would create two sharp turns that struggle to meet or do not meet engineering standards (e.g., design speed).

Option 4: Connection from Stinson Reverse Curve to the North to align with Edgewood Lane

Pros:

- Eliminates intersection of Stinson Road and West Lucas Road which improves safety and traffic circulation.
- Would require an impact to only one, large undeveloped tract.
- May eliminate need for northern curve of existing road to carry through traffic.
- The majority of this road segment is likely to be built and maintained to serve development of this parcel regardless of whether or not a connection is established.

Cons:

- Does not provide for direct connection to Willow Springs Middle School parking lot.

Attachments/Supporting Documentation

1. Option 1 Exhibit: Construction of Parallel Road as shown in Existing Thoroughfare Plan
2. Option 2 Exhibit: Right-In and Right-Out at Existing Stinson Road Intersection
3. Option 3 Exhibit: Construction of S-Curve at West Lucas Road Intersection
4. Option 4 Exhibit: Connection from Stinson Reverse Curve to the North to align with Edgewood Lane

Budget/Financial Impact

The costs associated with each alternative option are undetermined at this time.



City of Lucas
City Council Agenda Request
August 3, 2023

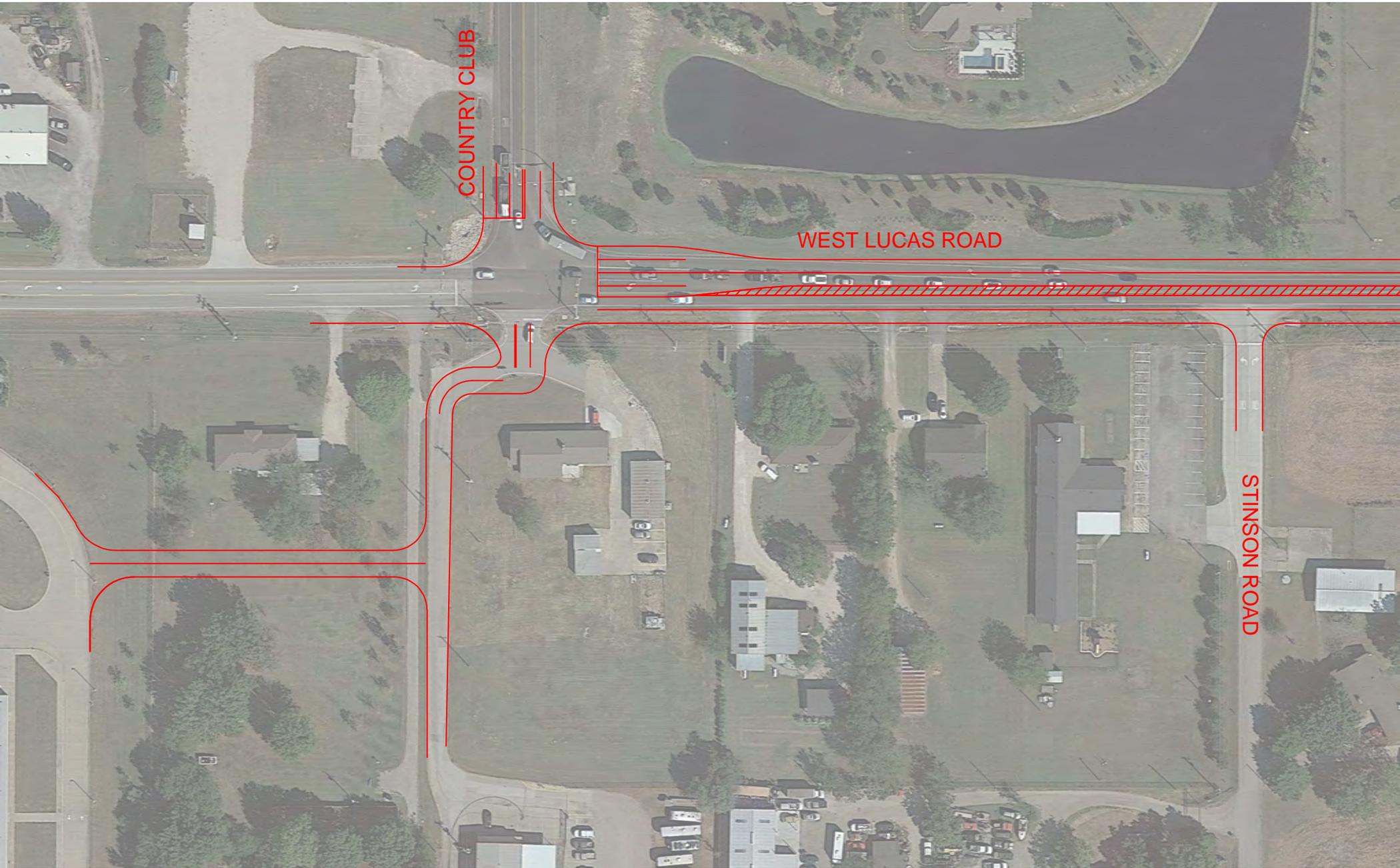
Recommendation

NA

Motion

There is no motion required.

OPTION NO. 2

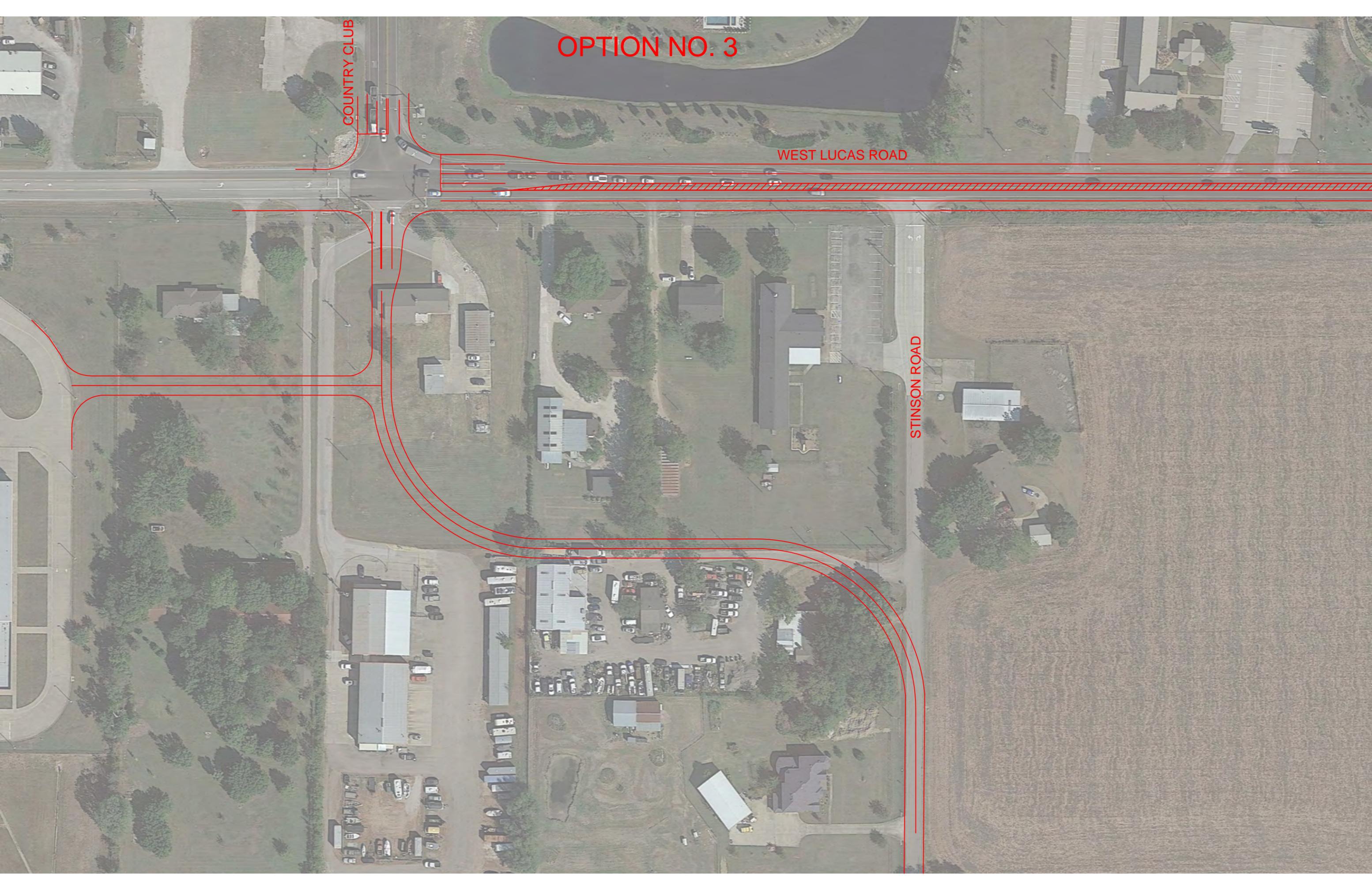


OPTION NO. 3

COUNTRY CLUB

WEST LUCAS ROAD

STINSON ROAD



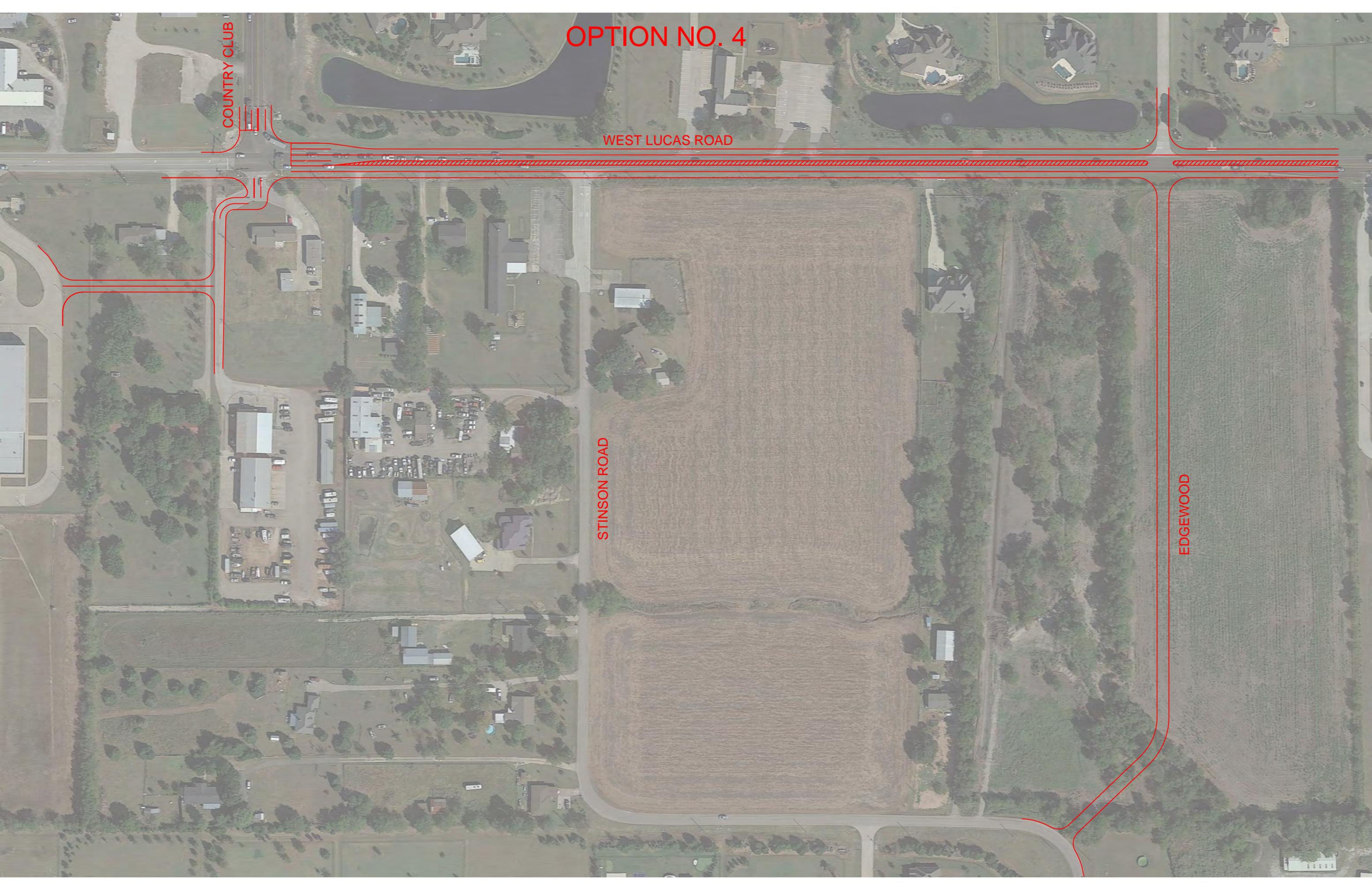
OPTION NO. 4

COUNTRY CLUB

WEST LUCAS ROAD

STINSON ROAD

EDGEWOOD





City of Lucas

City Council Agenda Request

August 3, 2023

Item No. 06

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Consider approving Resolution R 2023-07-00543 adopting the City of Lucas Preliminary and Final Plat Application Guidelines and Checklist.

Background Information

During the 88th Texas Legislative Session, Governor Abbott signed House Bill 3699 relating to municipal regulation of subdivisions and approval of subdivision plans or plats effective September 1, 2023. This new law requires each municipality to adopt and make available to the public a complete, written list of all documentation and other information that the municipality requires to be submitted with a plat application.

Staff and the City Attorney has reviewed the City's Preliminary and Final Plat Application Guidelines and Checklist for accuracy and in compliance with state regulations.

Attachments/Supporting Documentation

1. Resolution R 2023-07-00543
2. Preliminary and Final Plat Application Guidelines and Checklist

Budget/Financial Impact

NA

Recommendation

Staff recommends approving Resolution R 2023-07-00543 as presented.

Motion

I make a motion to approve/deny Resolution R 2023-07-00543 adopting the City of Lucas Preliminary and Final Plat Application Guidelines and Checklist.



RESOLUTION R 2023-07-00543

[Approving Preliminary and Final Plat Application Guidelines and Checklist]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, ADOPTING A PRELIMINARY AND FINAL PLAT APPLICATION GUIDELINES AND CHECKLIST; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Development Services Director has prepared and proposes the adoption of checklists setting forth the information and documentation for submission and review of preliminary and final plats; and

WHEREAS, the Texas Legislature adopted and Governor Abbott signed House Bill 3699 relating to municipal regulation of subdivisions and approval of subdivision plans and plats which requires cities to adopt and publish plat application checklists; and

WHEREAS, having reviewed and considered the proposed checklists, the City Council of the City of Lucas, Texas, finds it to be in the public interest to adopt said checklists.

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

SECTION 1. The City Council does hereby adopt the City of Lucas Preliminary and Final Plat Application Guidelines and Checklist, attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 2. The City Staff is authorized and directed to publish on the City of Lucas website the City of Lucas Preliminary and Final Plat Application Guidelines and Checklist and comply with the same in conducting compliance reviews of preliminary and final plat applications.

SECTION 3. This resolution shall be effective immediately upon its approval.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS,
COLLIN COUNTY, TEXAS, ON THIS 3RD DAY OF AUGUST, 2023.**

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr., City Attorney

ATTEST:

Kent Souriyasak, Interim City Secretary

RESOLUTION NO. 2023-07-00543

EXHIBIT “A”

**CITY OF LUCAS PRELIMINARY AND FINAL PLAT APPLICATION
GUIDELINES AND CHECKLIST**



PLATTING APPLICATION

CITY OF LUCAS

Preliminary and Final Plat Application Guidelines and Checklist





PLATTING APPLICATION

Name of Subdivision and/or Project: _____

Items Submitted	Filing Fee
<input type="checkbox"/> Preliminary Plat	
<input type="checkbox"/> Single Family Residential Subdivision Development	_____
<input type="checkbox"/> \$750 + \$5 per acre with 20 acres or less (i.e. \$850 for 20 acres) excluding minor plats of five (5) acres or less.	
<input type="checkbox"/> \$750 + \$5 per acre with 21 - 30 acres (i.e. \$900 for 30 acres)	
<input type="checkbox"/> \$800 + \$5 acre with 31 - 45 acres (i.e. \$1,025 for 45 acres)	
<input type="checkbox"/> \$900 + \$5 per acre with 46+ acres (i.e. \$1,130 for 46 acres)	
<input type="checkbox"/> Estate Residential Subdivision Development	_____
<input type="checkbox"/> \$1,000 + \$7 per acre for all size parcels (i.e. \$1,140 for 20 acres)	
<input type="checkbox"/> Minor Plats	_____
<input type="checkbox"/> \$500 + \$5 per acre with 5 acres or less (i.e. \$525 for 5 acres)	
<input type="checkbox"/> Non-residential District Plats	_____
<input type="checkbox"/> \$800 + \$10 per acre with 30 acres or less	
<input type="checkbox"/> \$850 + \$10 per acre with 31 – 45 acres	
<input type="checkbox"/> \$950 + \$10 per acre with 46+ acres	
<input type="checkbox"/> Final Plat	
<input type="checkbox"/> Single Family Residential Subdivision Development	_____
<input type="checkbox"/> \$800 + \$5 per acre with 30 acres or less	
<input type="checkbox"/> \$850 + \$5 per acre with 31 – 45 acres	
<input type="checkbox"/> \$950 + \$5 per acre with 46+ acres	
<i>Any additional development fees will be charged at final plat rates.</i>	
<input type="checkbox"/> Estate residential Subdivision Development	_____
<input type="checkbox"/> \$950 + \$7 per lot for all size parcels	
<input type="checkbox"/> Minor Plat	_____
<input type="checkbox"/> \$350 + \$5 per acre with 5 acres or less	
<input type="checkbox"/> Non-residential District Plats	_____
<input type="checkbox"/> \$850 + \$10 per acre for up to 30 acres	
<input type="checkbox"/> \$900 + \$10 per acre with 31 – 45 acres	
<input type="checkbox"/> \$1,000 + \$10 per acre with 46+ acres	
<input type="checkbox"/> Replat	_____
<input type="checkbox"/> Minor Plat (5 acres or less) \$450 + \$5 per acre (\$475 for 5 acres)	
<input type="checkbox"/> All others - \$600 + \$10 per acre	
<input type="checkbox"/> Amended Plat	_____
<input type="checkbox"/> Minor Plats (5 acres or less) - \$300 + \$7 per acre (i.e. \$300 for an amended plat for 5 acres)	
<input type="checkbox"/> All others - \$500 + \$10 per acre (i.e. \$700 for an amended plat for 20 acres)	_____
<input type="checkbox"/> Storm Water Run-Off Permit	
<input type="checkbox"/> Developments 0 – 3 acres \$75	
<input type="checkbox"/> Developments 4 – 10 acres \$150	
<input type="checkbox"/> Developments 10+ acres \$500	_____
<input type="checkbox"/> Vacation of Plat	
<input type="checkbox"/> \$500 + \$10 per acre	_____
<input type="checkbox"/> Concept Plan (Optional Land Study)	
<input type="checkbox"/> \$150 per session with Planning & Zoning and/or City Council	_____
<input type="checkbox"/> Tree Survey/Conservation Plan	No Fee
<input type="checkbox"/> Tree Removal & Site Clearing Permit	_____
<input type="checkbox"/> \$ 250	
<input type="checkbox"/> Park Site Dedication	_____
<input type="checkbox"/> \$ 1,000 per lot or land dedication	
TOTAL	_____



PRELIMINARY AND FINAL PLAT Application Guidelines

LOCATION AND CONTACTS

Physical Location of Property: <i>(Address and general location – approximate distance to nearest existing street intersection)</i>
--

Legal Description of Property: <i>(Survey/ Abstract Number and Tracts/Platted Subdivision Name with Lots/Block – Must attach metes and bounds description)</i>

Comprehensive Zoning Designation(s):	
Existing Zoning Designation(s):	
Description of Project Use:	
Acreage:	Existing # of Lots/Tracts:

OWNERS NAME:		Contact Number:
Applicant/Contact Person:		Title:
Company Name:		
Street Address:		
Mailing Address:		
Phone:	Fax:	Email:

OWNERS NAME:		Contact Number:
Applicant/Contact Person:		Title:
Company Name:		
Street Address:		
Mailing Address:		
Phone:	Fax:	Email:

ENGINEER REPRESENTATIVE:		Contact Number:
Applicant/Contact Person:		Title:
Company Name:		
Street Address:		
Mailing Address:		
Phone:	Fax:	Email:



PRELIMINARY AND FINAL PLAT Application Guidelines

Read before signing the application on page 5. If there is more than one property owner, complete a separate sheet with the same wording as on page 5. The City requires all original signatures. If the applicant is other than the property owner, a Power of Attorney with original, notarized signatures are required.

ITEMS REQUIRED PRIOR TO FINAL PLAT APPROVAL:

ALL APPLICATIONS MUST BE COMPLETE, ACCOMPANIED BY THE APPLICABLE CHECKLIST AND TAX CERTIFICATE SHOWING TAXES PAID BEFORE BEING SCHEDULED ON THE PLANNING AND ZONING COMMISSION AGENDA.

It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning and Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists that may be required from city staff), including the number of plans to be submitted, application fees, etc. Please contact city staff in advance for submittal requirements. Drawings will not be returned to the applicant.

ALL PARCELS/PROPERTIES MUST MATCH IN ACREAGE WITH ALL OTHER DOCUMENTS SUBMITTED WITH NO AMBIGUITY.

SUBMISSIONS: Failure to submit all materials to the City with this application will result in delays scheduling the agenda date.

NOTICE OF PUBLIC RECORDS: The submission of plans/drawings with this application makes such items public record, and the applicant understands that these items may be viewed by the public unless they are copyrighted.



PRELIMINARY AND FINAL PLAT Application Guidelines

- Applicant agrees to pay any and all required fees due to the City including but not limited to Plat Application Fee, Park Dedications Fee, Tree Removal Permit Fee, \$1,500 per lot Public Improvement Inspection Fee (developer to provide contracts for verification) and including but not limited to other fees that may be required prior to final plat approval
- Maintenance Bond for City Improvements, 2 year – 10% Bond to be verified by submitting contract
- Construction as-built record drawings (mylar)
- Engineering construction test reports
- Walkthrough with Public Works personnel completed with satisfactory outcome
- HOA (covenants, conditions, and restrictions) documentation approved by City Attorney before submittal to Planning and Zoning Commission

By signing this application, I hereby grant the Development Services Director and city staff access to my property to perform work related to this Preliminary and Final Plat Application. I waive the statutory time limits in accordance with Texas Local Government Code, Chapter 212.

STATE OF TEXAS }
COUNTY OF COLLIN }

BEFORE ME, a Notary Public, on this day personally appeared _____ the undersigned applicant, who, under oath, stated the following: “I hereby certify that I am the owner, or duly authorized agent of the owner, (**proof must be attached, e.g. Power of Attorney**) for the purposes of this application; that all information submitted herein is true and correct. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

[Notary seal]

Owner / Agent (*circle one*)

SUBSCRIBED AND SWORN TO before me, this the ____ day of _____, _____.

Notary Public in and for the State of Texas: _____

Official Use Only:	
Planning and Zoning Commission: _____	Date: _____
City Council: _____	Date: _____
Applicant Withdrew: Yes or No	Date: _____
Applicant Made a Written Withdrawal: Yes or No	Date: _____



PRELIMINARY AND FINAL PLAT Application Guidelines

Important Note:

Applicants are **required** to schedule a **pre-application meeting** with the Development Services Department to discuss the development review/approval process and proposed plans with city staff.

Plat Application:

The City is concerned about the time, expense, and efforts that you and city staff have or will put into your project. The checklist herein is provided to expedite the project review process, to provide clear understanding as to what will be required, and what will be expected and evaluated. City staff is bound by the City's ordinances and State law regarding publishing of notices and mail-outs that will influence when your project will be heard by the approval body, which can only occur when the Plat Application and Plat are complete and all required documentation, which may include reports, surveys, studies, analysis or other reviews by land development professionals, consultants, or engineers.

Please read the applicable checklist carefully. It is to be completed for all projects and, along with the associated Plat, is required to be complete in all details prior to acknowledgement by the City that the respective Plat is ready to proceed for approval. A Plat is considered filed with the City on the date of the hearing by the Planning and Zoning Commission or, if subject to administrative approval, when the Plat has been determined to meet all requirements. Instructions for completion are included with each checklist. Development regulations may be reviewed on the City's website at www.lucastexas.us.

The City has made every effort to evaluate historical plats and approvals to make sure that the checklist addresses all details needed on a Plat. Recognizing that no two projects sites are the same, and that Consultant's vary in their abilities, determination, experience, and quality control processes, the City may require that a Plat or an element of the Plat be redone, or that information not specifically addressed on the checklist be provided for a smoother review and approval process.

It is recognized that there most often will be changes needed from what is initially submitted to the City for review. City staff examines each item on a checklist to see if the item was sufficiently addressed according to city requirements. Where deficiencies are found, the Plat will be returned to the contact person named on the application to be addressed prior to further review or acceptance.



PRELIMINARY AND FINAL PLAT Submission Requirements

1st or Initial Submittal:

- 24" x 36" An electronic copy of the Plat and/or Exhibits in PDF format
- 11" x 17" An electronic copy of the Plat and/or Exhibits in PDF format
- Completed Checklist
- Completed Preliminary and Final Plat Application
- Letter requesting any variance, exception, or modification to a regulation, or why an issue was not addressed
- Fee as required herein

2nd and 3rd Submittals to Address Requirements:

- Highlight questions asked by the Development Review Committee (DRC) in bold
- Provide response/correction directly below DRC question
- 24" x 36" An electronic copy of the Plat and/or Exhibits in PDF format
- 11" x 17" An electronic copy of the Plat and/or Exhibits in PDF format

4th and Subsequent Submittal(s):

- 24" x 36" An electronic copy of the Plat and/or Exhibits in PDF format
- 11" x 17" An electronic copy of the Plat and/or Exhibits in PDF format
- Fee equal to the original submission fee

When Staff has Determined the Application is Complete and Accepted for Final Approval:

- Two (2) 24" x 36" folded copies of the Plat and/or Exhibits
- Two (2) 11" x 17" Z folded copies of the Plat and/or Exhibits
- An electronic copy of the Plat and/or Exhibits in PDF format

Note:

If an improvement agreement* (sometimes referred to as a facilities agreement) is required, it shall be approved by the City Council, and should be coordinated through the Development Services Director. Please refer to City of Lucas Code of Ordinance Section 10.03.037 for further clarification.

Signature requirements for final plats regarding mortgage holders. At the submission of the approved final plat, prior to release of the final plat for filing with the respective County, the City shall require the following:

1. A certified copy of the Deed or Deed of Trust on file at the County Clerk's office, showing the owner of the property and, as applicable, the lien or mortgage holder(s) of the property to be platted. If the property was recently purchased and a copy of the Deed or Deed of Trust is not on file with the respective County, a signed and notarized copy of the Deed or Deed of Trust; and
2. A notarized Title Certificate issued within 14 days of final plat approval.

*Construction and engineering plans for public infrastructure improvements



PRELIMINARY AND FINAL PLAT Minimum Requirements Checklist

Project Name _____ Preparer _____

This Minimum Requirements Checklist (Checklist) is provided to assist you in addressing the minimum requirements for Preliminary Plat submission. Confirm that all information is included on the submitted plans by checking the box next to the required information. **Checking the box certifies to the City that you have completely and accurately addressed the issue.** This completed form must be returned at the time of application submittal.

If an exception or modification to the regulations is requested, the reason and/or request for each shall be provided both directly on the plan and on a separate sheet on letterhead with sufficient details as to allow a determination by the appropriate approving body. Additional information may be required. Reference the specific requirement. Plans are to be submitted complete in all detail as shown by this Checklist. Should plans be determined to be incomplete, they may either be returned to the applicant without further review or marked up with needed changes. If a preliminary plat is required, a Tree Survey/Preservation Plan is also required as part of the submittal requirements with and at the time of preliminary plat submittal. Refer to the Development Plan Application packet for the needed application and checklist.

- Waiver of Statutory Deadline.** I have made the decision NOT to waive the statutory time limits (30 days) in accordance with Chapter 212 of the Texas Local Government Code. I understand and acknowledge that the City may DENY my plat application if not complete as determined by staff within the 30-day time period.
- Plat Preparer Contact Information.** The name, address and telephone number of the owner, the surveyor, and engineer responsible for the preparation of the final plat.
- Subdivision Information.** The name of the subdivision and location map showing adjacent subdivisions, street names (which shall conform, whenever possible, to existing street names and be approved by the Post Office) and lot and block numbers in accordance with a systematic arrangement.
- Survey.** An accurate boundary survey description of the property, with bearings and distances, referenced to survey lines, existing property descriptions and established subdivisions, and showing the lines of adjacent tracts, the layout, dimensions and names of adjacent streets and alleys and lot lines shown in dashed lines.
- Right-of-Way.** Existing boundary of adjacent street, and alley rights-of-way and boundaries of right-of-way (ROW) dedication are indicated, street names are labeled, and ROW widths are dimensioned.
- Plat Legend Aids.** Scale, north point, date, lot, and block numbers.



PRELIMINARY AND FINAL PLAT Minimum Requirements Checklist

Adjacent Property Details:

- The name and location of adjacent subdivisions or unplatted tracts drawn to scale shown in dotted lines and in sufficient detail to accurately show the existing streets, alleys, and other features that may influence the layout and development of the proposed subdivision. The abstract name and number, and name of the owner of the adjacent unplatted tracts should be shown.
- Location of property lines, owner or subdivision name(s) and recording information of abutting properties is indicated. Unplatted property or any streets or alleys within a 500-foot radius of subject property are shown and identified/labeled as appropriate.

- Plat Details.** Exact location of lots, streets, public highways, alleys, parks, and other features, with accurate dimensions in feet and decimal fractions of feet, with the length of radii and of arcs of all curves, internal angles, points of curvatures, length and bearings of the tangents, and with all other surveyor information necessary to reproduce the plat on the ground. Dimensions shall be shown from all angle points.

- Lot Size and Zoning Requirements.** All lots on building sites shall conform to the minimum standards for area, width and depth prescribed by the zoning district or districts in which the subdivision is located and state the area size of each lot. Internal lot lines are clearly indicated, shown to scale, and labeled with bearings and distances.

- Setbacks.** Building setback lines and the location of utility easements.

Topography:

- Topographic information showing contour lines with intervals up to one foot (1') indicating the terrain, drainage pattern of the area, and the drainage basin areas within the proposed subdivision. Topographic information showing contour lines with intervals up to two feet (2') indicating the terrain, the drainage pattern of the area, and the drainage basin areas outside the boundaries of the proposed subdivision.
- The location, size, and identification of any physical features of the property, including water courses, ravines, bridges, culverts, existing structures, drainage, or other significant topographic features located on the property or within one hundred fifty feet (150') of the proposed subdivision.
- Contours are indicated with intervals of two feet (2') for property five acres or less and five feet (5') for property more than five acres.

- Drainage.** The layout and dimensions of proposed storm drainage areas, easements, and rights-of-way necessary for drainage within and outside the boundaries of the proposed subdivision.

Dedications:

- The location and purpose of all proposed parks or other areas offered for dedication to public use.
- Sites to be reserved or dedicated for parks, playgrounds and/or other public uses are indicated and labeled.



PRELIMINARY AND FINAL PLAT Minimum Requirements Checklist

- Existing Detail:**
 - The location of all existing property lines, buildings, sewer or water mains, storm drainage areas, water and wastewater facilities, fire hydrants, gas mains or other underground structures, easements of record or other existing features.
 - The location of existing structures or other features proposed to remain and those proposed for removal.
 - Existing easements are indicated by a light, dashed line, and labeled indicating dimension, purpose, and County recording information.

- Deed Information.** Copy of any deed restrictions, restrictive covenants, special use permit or planned development district ordinance regulating the property.

- Intersections.** The angle of intersection of the centerlines of all intersecting streets which are intended to be less than ninety degrees (90°).

- Floodplain Information:**
 - In accordance with the city floodplain management regulations of the Code of Ordinances, as amended, the floodplain and floodway lines and base flood elevations as shown on the current effective flood insurance rate maps for the city shall be shown, where applicable. A notation shall be shown on the face of the preliminary plat stating: “Lots or portions of lots within the floodplain or areas of special flood hazard require a development permit prior to issuance of a building permit or commencement of construction including site grading, on all or part of those lots”.
 - A note is included that states whether or not the property is in the 100-year floodplain, with the FIRM Community Panel reference number and map date.

- Sewer and Streets in ETJ.** For a preliminary plat of land located outside the city limits where sanitary sewer does not exist or where street improvement standards vary from those specified by the city, such differences shall be noted.

- Certificate of Ownership and Dedication Information.** A certificate of ownership and dedication of all streets, alleys, easements, parks, and other land intended for public use, signed and acknowledged before a Notary Public by the owner and lien holders of the property, along with complete and accurate metes and bounds description of the land subdivided and the property dedicated to public use.

- Tax Receipt.** Receipt showing all taxes on the subject property are paid.

- Surveyor Certification.** Certification by a surveyor, to the effect that the preliminary plat represents a survey made by the Surveyor, and that all the necessary survey monuments are correctly shown thereon.



PRELIMINARY AND FINAL PLAT Minimum Requirements Checklist

- Summary Sheet.** A preliminary plat provided in multiple sheets shall include a key map showing the entire subdivision at smaller scale with lot and block numbers and street names on one (1) of the sheets or on a separate sheet of the same size.
- HOA Agreement.** Copy of any proposed property owner or homeowners association agreements, covenants, and restrictions.
- Other Boundaries.** Abstract lines, survey lines, county lines, school ISD boundary and corporate boundaries are shown and clearly labeled.
- Title Block.** A title block is provided in the lower right corner that includes large, boldly printed:

(Subdivision Name)
Preliminary Plat
Lot(s) _____, Block(s) _____ (survey, abstract and tract number)

If a replat, include:
Replat of Lot(s) _____, Block(s) _____

- Submittal Log.** A log of submittal/revision dates since submitted to the city.
- Purpose Statement.** The purpose of a replat or amending plat is stated on the face of the plat document.
- Replat/Amending Plat Information.** If the proposal is a replat or amending plat, the existing lot numbers and block numbers or letters are shown as light dotted lines, with lot number designation followed by “R” for replats or an “A” for amending plats.
- Roadway Details:**
 - Medians, median openings; turn lanes, deceleration/acceleration lanes and stacking distance is indicated within two hundred feet (200’) of the property. The entire median, left-turn lane and/or deceleration lane and median opening serving a site is shown.
 - Residential minor streets shall be designed and platted so that no street segment shall have a straight line for more than one thousand feet (1,000’) before altering its course by at least twenty degrees (20°).
- Lots:**
 - Each lot is dimensioned, and the square footage of each lot is indicated.
 - Each lot is numbered, and block groups are assigned a letter. Homeowners association and other open space areas are identified with tract number.
- Utilities and Protected Areas.** The location of existing underground and above ground utilities, floodplain boundaries and state or federally protected areas, such as wetlands, are indicated.



PRELIMINARY AND FINAL PLAT Minimum Requirements Checklist

- Easements and Ingress/Egress.** Location, dimension, and purpose of proposed easements are indicated by a medium-weight, dashed line. Required and proposed ingress/egress or access easements are shown, clearly labeled and tied down, as appropriate.
- Zoning.** Existing zoning is shown.
- Open Space.** Location and area of parks, drainage ways, creeks and open space is indicated and labeled.
- Legal Description.** Legal description/metes and bounds description is included.
- Notes.** Include any notes required by the various affected agencies/utilities.
- Water.** Preliminary water plans are included with this submittal.
- A note shall be added to the plat stating: **“Preliminary Plat - For Inspection Purposes Only.”**

Items that may be required after preliminary plat submittal and prior to final plat submittal:

Any other information that is unique to a proposed development or the Development Services Director, Public Works/Engineering Department, Fire-Rescue Department, Planning and Zoning Commission or City Council determines necessary for a complete review of the proposed development, which may include, but is not limited to additional information or drawings, operating data, expert evaluation, or testimony concerning the location, function, or characteristics of any building or proposed use. Including but not limited to traffic impact analysis, geotech report, conditional letter of map revision, letter of map revision, and floodplain study.



FINAL PLAT
Minimum Requirements Checklist

CITY APPROVAL CERTIFICATE

This plat is hereby approved by the Planning and Zoning Commission of the City of Lucas, Texas.

Tommy Tolson, Chair
Planning and Zoning Commission

Date

ATTEST:

Signature

Date

Name & Title

The Public Works Director/City Engineer of the City of Lucas, Texas hereby certifies that to the best of his/her knowledge or belief, this subdivision plat conforms to all requirements of the Code of Ordinances and with engineering construction standards and processes adopted by the City of Lucas, Texas, as to which his/her approval is required.

Scott Holden, Public Works Director/City Engineer

Date

The Development Services Director of the City of Lucas, Texas hereby certifies that to the best of his/her knowledge or belief, this subdivision plat conforms to all requirements of the Code of Ordinances, or as may have been amended or modified, as adopted by the City of Lucas, Texas, as to which his/her approval is required.

Joseph Hilbourn, Development Services Director

Date



FINAL PLAT
Minimum Requirements Checklist

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, _____, do hereby certify, that I prepared this plat from an actual on the ground survey of the land as described and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Platting Rules and Regulations as adopted by the City of Lucas, Texas.

Registered Professional Surveyor

STATE OF TEXAS }
COUNTY OF COLLIN }

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, _____.

Notary Public in and for the State of Texas



FINAL PLAT

Minimum Requirements Checklist

The following certificate is applicable for all minor plats/subdivisions that may be approved by the Development Services Director.

CITY APPROVAL CERTIFICATE

This plat is hereby approved by the Development Services Director of the City of Lucas, Texas, in accordance with the City of Lucas Code of Ordinances, review and approval procedures.

Joseph Hilbourn, Development Services Director

Date

ATTEST:

Signature

Date

Name & Title

The Public Works Director/City Engineer of the City of Lucas, Texas hereby certifies that to the best of his/her knowledge or belief, this subdivision plat conforms to all requirements of the City of Lucas Code of Ordinances and with engineering construction standards and processes adopted by the City of Lucas, Texas, as to which his approval is required.

Scott Holden, Public Works Director/City Engineer

Date

ATTEST:

Signature

Date

Name & Title



FINAL PLAT Minimum Requirements Checklist

Project Name _____ Preparer _____

This checklist is provided to assist you in addressing the minimum requirements for final plat submission. An application is incomplete unless all applicable information noted below is submitted to the Development Services Department. Confirm that all information is included on the submitted plans by checking the box next to the required information. **Checking the box certifies to the City that you have completely and accurately addressed the issue.**

This completed form must be returned at the time of application submittal. If an exception or modification to the regulations is requested, the reason and/or request for each shall be provided on a separate sheet on letterhead with sufficient details as to allow a determination by the appropriate approving body. Additional information may be required. Reference the specific requirement. All exception/modification requests must also be specifically listed on the plat.

Plats are expected to be submitted complete in all detail as included by the checklist. Should a plat be determined to be incomplete, they may either be returned to the applicant without further review or marked up with needed changes. **If a preliminary plat was not required, a Tree Survey/Preservation Plan is required as part of the submittal requirements with and at the time of submittal of the final plat. Refer to the Development Plan Application for the needed application and checklist.**

Items to be Included:

- Preliminary Plat.** All information required for a Preliminary Plat.
- Drawings and Plans.** Record drawings, construction plans including one set of mylars and a digital copy in PDF, and DWG format, and two sets of blacklines, where applicable.
- Improvement Agreement.** The improvement agreement and security, if required, in a form satisfactory to the City Attorney and in an amount established by the City Council upon recommendation of the Public Works Director/City Engineer and shall include a provision that the owner shall comply with all the terms of the Final Plat Approval as determined by the Commission.
- Dedication Documentation.** Formal irrevocable offers of dedication to the public of all streets, alleys, utilities, easements, and parks in a form approved by the City Attorney.
- Phases.** An owner may, at the discretion of the Commission, obtain approval of a phase of a subdivision for which a preliminary plat was approved provided such phase meets all the requirements of this article in the same manner as is required for a complete subdivision.



FINAL PLAT

Minimum Requirements Checklist

- HOA Agreement.** If applicable, copy of agreements, covenants and restrictions establishing and creating the homeowners association approved by the Commission based on recommendation of the City Attorney.
 - Homeowners Association Covenants, Conditions, and Restrictions (CCRs) are submitted for review and include statements for perpetual maintenance and provisions for maintenance by the City of Lucas should the homeowners association (HOA) dissolve.

- I have made the decision NOT to waive the statutory time limits (30 days) in accordance with Chapter 212 of the Texas Local Government Code. I understand and acknowledge that the City may DENY my Plat Application if not complete as determined by staff within the 30-day time period.**

- Map.** Location map clearly showing the location of the proposed Final Plat with cross streets is included. Indicate scale or not to scale (NTS) and provide north arrow.

- Legend and Scale.** Written and bar graph scale and north arrow are indicated. North shall be oriented to the top or left side of the sheet.

- Boundary Lines.** Abstract lines, survey lines, and corporate boundaries are shown and clearly labeled.

- Title Block.** A title block is provided in the lower right corner that includes large, boldly printed:

(SUBDIVISION NAME)
 FINAL PLAT (or REPLAT, AMENDING PLAT, MINOR PLAT as applicable)
 LOT(S) _____, BLOCK(S) _____
 (Survey, Abstract and Tract Number)
 If a replat, include:
 REPLAT OF LOT(S) _____, BLOCK(S) _____

- Contact, Acres, and Filing Information.** The owner and surveyor’s name, address and phone number, gross and net areas as applicable, submission date, and a log of submittal/revision dates since submitted to the city.

- Property Information.** Location of property lines, owner or subdivision name(s) and recording information of abutting properties is shown.

- Abutting Property Information.** Abutting properties are indicated by a light solid line.



FINAL PLAT

Minimum Requirements Checklist

- Existing ROW Information.** Existing boundary of street rights-of-way adjacent to the property and boundaries of right-of-way dedication are indicated by a medium weight solid line, intermittent with two dashed lines, and widths are dimensioned.
- Proposed Street and ROW Information:**
 - Existing and proposed internal alleys and streets ROW are indicated by a medium weight solid line, intermittent with two dashed lines.
 - Streets are named and ROW dimensioned.
 - Streets and alleys ROW within two hundred feet (200') of the subject property boundary are accurately located, dimensioned, and named/labeled.
 - Residential minor streets shall be designed and platted so that no street segment shall have a straight line for more than one thousand feet (1,000') before altering its course by at least 20 degrees (20°).
- Lot Lines:**
 - The length and bearing of all straight lines, radii, arc lengths, tangent length and central angles of all curves are indicated along the lines of each lot. The curve data pertaining to block or lot boundary may be placed in a curve table at the base of the plat and prepared in a tabular form with the following information:
 - Curve number
 - Delta
 - Radius
 - Tangent length
 - Tangent offset
 - Arc length
 - Chord
 - Internal lot lines are clearly indicated and shown to scale.
- Survey Markers and Monuments:**
 - The description and location of all survey monuments placed in the subdivision or immediately adjacent to it are shown.
 - In all subdivisions, corners are established at the corner of each block in the subdivision consisting of an iron rod or pipe not less than three-quarter inches (3/4") in diameter and twenty-four inches (24") deep, flush with the top of the sidewalk or other paving, surface, etc. All lot corners shall be installed prior to the final inspection of the subdivision.
 - Lot corner monuments are placed at all lot corners except corners which are also block corners, consisting of iron rods or pipes of a diameter of not less than one-half inch (1/2") and eighteen inches (18") deep set flush with the top of the sidewalk. All lot corners shall be installed prior to the final inspection of the subdivision.
 - Curve point markers are established using the same specifications as lot corners. All lot corners shall be installed prior to the final inspection of the subdivision.



FINAL PLAT

Minimum Requirements Checklist

- Lots:**
 - Each lot is dimensioned with bearings and distances, as applicable, and the square footage of each lot is indicated.
 - Each lot is numbered, and block groups are assigned a letter.
- Floodplain:**
 - The location of floodplain boundaries and state or federally protected areas, such as wetlands, are indicated.
 - A note is included that states whether or not the property is in the 100-year floodplain, with the F.I.R.M. Community Panel reference number and map date indicated.
- Easements:**
 - Existing easements are indicated by a light, dashed line and labeled indicating dimension, purpose, and County recording information.
 - Proposed easements are indicated by a medium weight, dashed line and labeled indicating dimension and purpose.
- Ingress/Egress.** Required cross access or ingress/egress easements are shown, dimensioned, labeled, and properly tied down.
- Zoning.** Existing zoning of the subject property is indicated.
- Parks and Open Space.** Location and area of parks, drainage ways, and open space is indicated. Open space/homeowners association (HOA) areas are to be labeled with tract numbers.
- Legal Description.** A legal description/metes and bounds description is included.
- Utility and Governmental Notes.** Include any notes required by the various affected agencies and utilities.
- Reservations/Dedications.** Sites to be reserved or dedicated for parks, playgrounds and/or other private or public use are indicated.
- Notes.** Applicable notes have been added to the plat. Any change from the wording shown herein shall be approved by the City of Lucas.
- Improvement Agreement.** The Improvement Agreement and security, if required, in a form satisfactory to the City Attorney and in an amount established by the City Council upon recommendation of the City Engineer and should include a provision that the owner will comply with all the terms of the final plat approval as determined by the Commission.



FINAL PLAT

Minimum Requirements Checklist

- Phases.** At the discretion of the Commission, obtain approval of a phase of a subdivision for which a Preliminary Plat was approved provided such phase meets all the requirements of the subdivision ordinance.
- Replat/Amending Plat.** The purpose of a Replat or Amending Plat is specifically noted on the face of the drawing.
- Certificates.** The following certificates shall be placed on the final plat in a manner that will allow them to be clearly visible on the final plat.

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF LUCAS, TEXAS, ON THE ____ DAY OF _____, _____.

ATTEST:

Tommy Tolson, Chair
Planning and Zoning Commission

City Secretary

“APPROVED FOR PREPARATION OF FINAL PLAT”

Tommy Tolson, Chair
Planning and Zoning Commission

Date

Joe Hilbourn, Development Services Director

Date

Scott Holden, Public Works Director/City Engineer

Date



FINAL PLAT

Minimum Requirements Checklist

SAMPLE OWNER'S CERTIFICATE (If no homeowners association is involved)

STATE OF TEXAS }
COUNTY OF COLLIN }

WHEREAS, _____ are the Owners of a tract of land situated in the

(Enter accurate legal description here)

and being more particularly described as follows:

(Enter accurate metes and bounds here)

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That I/we, _____, Owners, do hereby bind themselves and their heirs, assignees and successors of title this plat designating the hereinabove described property as _____, an addition to the City of Lucas, and do hereby dedicate to the public use forever the streets, alleys, and right-of-way easements shown thereon, and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths that in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements strips, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, without the necessity at any time of procuring the permission of anyone. Additionally, *I/we* certify that *I/we* are the sole owners of the dedicated property and that no other's interest are attached to this property unless otherwise indicated on the required Mortgage Holder Certification that is included on this plat. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Lucas, Texas.

Witness our hands at _____, Texas, this _____ day of _____, 20_____.

_____, Owner

_____, Owner

STATE OF TEXAS }
COUNTY OF COLLIN }

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, Owners, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 20_____.

Notary Public in and for the State of Texas



FINAL PLAT

Minimum Requirements Checklist

MORTGAGE HOLDER CERTIFICATION

(If no homeowners' association is involved)

That I, _____, hold a mortgage or represent holders of a mortgage on the described property herein, do hereby consent to the submission and filing of this plat designating the hereinabove described property as _____, an addition to the City of Lucas and do hereby dedicate to the public use forever the streets, alleys, and right-of-way easements shown thereon and do hereby reserve the easements shown on this plat for the mutual use and accommodation of garbage collection agencies, public utilities desiring to use or using same and fire and access easements. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Lucas, Texas.

Witness our hands at _____, Texas, this ____ day of _____, 20____.

Signature

Title

Company

STATE OF TEXAS }
COUNTY OF COLLIN }

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this ____ day of _____, 20____.

Notary Public in and for the State of Texas



FINAL PLAT

Minimum Requirements Checklist

SAMPLE OWNER’S CERTIFICATE (If a homeowners association is involved)

STATE OF TEXAS }
COUNTY OF COLLIN }

WHEREAS, _____ are the Owners of a tract of land situated in the

(Enter accurate legal description here)

and being more particularly described as follows:

(Enter accurate metes and bounds here)

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That I/we, _____, Owners, do hereby bind themselves and their heirs, assignees and successors of title this plat designating the hereinabove described property as _____, an addition to the City of Lucas, and do hereby dedicate to the public use forever the streets, alleys, and right-of-way easements shown thereon, and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths that in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements strips, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, without the necessity at any time of procuring the permission of anyone. Additionally, *I/we* certify that *I/we* are the sole owners of the dedicated property and that no other’s interest is attached to this property unless otherwise indicated on the required Mortgage Holder Certification that is included on this plat. Furthermore, as the owner of the property described herein, and in consideration of establishing the subdivision described herein, *I/we* agree to the following:

- Every owner of fee simple title to every individual lot within the subdivision shall be a member of the homeowners association;
- The homeowners association shall have the authority to collect membership fees;
- As applicable as it pertains to conditions shown herein, the homeowners association shall be responsible for the maintenance of all common areas, screening walls, landscaped areas, private streets and alleys.
- The homeowners association shall grant the City the right of access to any areas to abate any nuisances on such areas and attach a lien upon each individual lot for the prorated costs of abatement.
- The homeowners association shall indemnify and hold the City harmless from any and all costs, expenses, suits, demands, liabilities, damages, or otherwise, including attorney fees and costs of suit, in connection with the City’s maintenance of common areas.
- The homeowners association shall, where additional rights-of-way has been dedicated for the purpose of providing landscaping, additional areas for sidewalks, walls or other amenities, enter into a license agreement with the City and shall be responsible for the installation and maintenance of all landscape areas in the public rights-of-way.



FINAL PLAT

Minimum Requirements Checklist

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Lucas, Texas.

Signature of Owner(s)

STATE OF TEXAS }
COUNTY OF COLLIN }

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, Owners, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 20____.

Notary Public in and for The State of Texas



FINAL PLAT

Minimum Requirements Checklist

MORTGAGE HOLDER CERTIFICATION

(If a homeowners association is involved)

That I, _____, hold a mortgage or represent holders of a mortgage on the described property herein, do hereby consent to the submission and filing of this plat designating the hereinabove described property as _____, an addition to the City of Lucas and do hereby dedicate to the public use forever the streets, alleys, and right-of-way easements shown thereon and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements strips and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Lucas, Texas, and to requirements placed on the homeowners association as indicated herein and remedies to the abatement of nuisance and liens on properties therein and as required.

Witness our hands at _____, Texas, this ____ day of _____, 20____.

Signature

Title

Company

STATE OF TEXAS }
COUNTY OF COLLIN }

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 20____.

Notary Public in and for the State of Texas



FINAL PLAT

Minimum Requirements Checklist

City Filing Requirements:

- Two (2) 24" x 36" mylar with original seals and signatures, and two blackline copies, stamped with County recording information
- One (1) original tax certificate for the platted property
- Collin County Plat Recording Requirements (verify with the Collin County Clerk at 972.542.4185 and applicable fees)

Required Prior to Final Plat Submittal:

1. Final plat, application, checklist, and fee
2. Maintenance Bond for City Improvements, 2 year – 10% Bond to be verified by submitting contract
3. \$1,500 public improvements inspection fee (developer to provide contracts for verification)
4. Construction as-built record drawings (mylar), blackline copy, PDF, and DWG format copy.
5. Engineering construction test reports
6. Walk-through with Public Works personnel completed with satisfactory outcome
7. HOA (covenants, conditions, and restrictions) documentation approved by City Attorney before submittal to the Planning and Zoning Commission

Section 10.03.037(e) Procedure for Preliminary Plat

City of Lucas Code of Ordinances states the following requirements for preliminary plats:

Preliminary plats shall be distributed by City staff to City departments. The owner shall be responsible for the distribution of copies of the preliminary plats to the agencies listed below. City staff shall give the owner and such agencies a specific date by which to return written responses. The owner and the agencies listed below shall be provided an opportunity to attend a developer/city staff conference for the purpose of notifying the developer of necessary corrections.

1. Independent school districts affected by the plat (one copy)
2. City departments (two copies)
3. Public utility companies and franchise utility companies that serve or will provide service to the proposed subdivision (two copies)
4. County commissioner and county public works director if the subdivision is outside the city limits (one copy each)



FINAL PLAT Minimum Requirements Checklist

Below is a list of contacts to assist you with complying with the City of Lucas Code of Ordinance, Section 10.03.037. This list is only a guide, proof of compliance falls with you, the owner.

1. **Independent school districts affected by the plat (one copy).**

Allen ISD

David Hicks
Chief Communications Officer
972.727.0510 ext. 400512
david.hicks@allenisd.org
612 E. Bethany Street
Allen, TX 75002

Lovejoy ISD

Kyle Pursifull
Executive Director of District Support Services
469.742.8004
Kyle_Pursifull@lovejoyisd.net
259 Country Club Road
Allen, TX 75002

McKinney ISD

Shelly Spaulding
Assistant Superintendent of Public Relations and Communications
469.302.4133
sspaulding@mckinneyisd.net
1 Duvall Street
McKinney, TX 75069

Plano ISD

Johnny Hill
Deputy Superintendent for Business & Employee Services
469.752.8113
johnny.hill@pisd.edu
2700 W. 15th Street
Plano, TX 75075



FINAL PLAT Minimum Requirements Checklist

Plano ISD

Debbie Lytle
Records Management Officer
469.752.8064
pam.moreland@pisd.edu
2700 W. 15th Street
Plano, TX 75075

Princeton ISD

Donald McIntyre
Superintendent
469.952.5400 ext. 3501
dmcintyre@princetonisd.net
321 Panther Parkway
Princeton, TX 75407

Wylie ISD

April Cunningham
Executive Director of Communications
972.429.2970
april.cunningham@wylieisd.net
P.O. Box 490
Wylie, TX 75098

2. City departments (two copies).

Facilitated by City of Lucas Staff

3. Public utility companies and franchise utility companies that serve or will provide service to the proposed subdivision (two copies).

Grayson-Collin Electric

Michael Lauer
Manager of Business Development
903.482.7183
Michael.lauer@grayson-collin.coop
P.O. Box 548
Van Alstyne, TX 75495



FINAL PLAT Minimum Requirements Checklist

TXU Energy

John Duessel
Vice President and Chief Customer Officer
214.812.4600
jduessel@txu.com
1601 Bryan Street
Dallas, TX 75201

North Texas Municipal Water District

David Scott
Program Manager
469.626.4712
dscott@ntmwd.com
505 East Brown Street
Wylie, TX 75098

CoServ

Jesse Russell
Project Manager Supervisor
940.321.7862
jrussell@coserv.com
7701 South Stemmons
Corinth, TX 76210-1842

Oncor

Steve Elk
Area Manager
972.569.1205
Fax: 972.569.1299
Steven.elk@oncor.com
4600 State HWY 121
McKinney, TX 75070



FINAL PLAT

Minimum Requirements Checklist

4. **County Commissioner and County Public Works Director if the subdivision is outside the city limits (one copy each).**

Cheryl Williams
Collin County Commissioner
972.424.1460 ext. 4631
commcourt@collincountytx.gov
Collin County Government Center
Administration Building
2300 Bloomdale Rd
McKinney, TX 75071

Jon Kleinheksel
Collin County Public Works
972.548.3700 or 972.424.1460 ext. 3700
Fax: 972.548.3754
pubworks@collincountytx.gov
700 A. Wilmeth Rd
McKinney, TX 75069

Tracy Homfeld
Collin County Engineering
972.548.3733 or 972.424.1460 ext. 3733
Fax: 972.548.5555
thomfeld@collincountytx.gov
825 North McDonald Street, Suite 160
McKinney, TX 75069



FINAL PLAT

Minimum Requirements Checklist

I have complied with City of Lucas Code of Ordinances, Section 10.03.037.

Development Name

Date

Agents Signature

Date

STATE OF TEXAS }
COUNTY OF COLLIN }

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, _____.

Notary Public in and for the State of Texas



FINAL PLAT

Minimum Requirements Checklist

Lucas City Hall
665 Country Club Road
Lucas, Texas 75002

Office: 972.912.1207
www.lucastexas.us



City of Lucas

City Council Agenda Request

August 3, 2023

Item No. 07

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Consider adopting Ordinance 2023-07-00986 amending the City of Lucas Code of Ordinances by amending Appendix C titled “Fee Schedule”, by amending Article 9.000 titled “Public Improvements/Infrastructure Inspection”, by amending Section 9.100 titled “Public Improvements/Infrastructure Inspection” to reflect the cost of regulation.

Background Information

During the 88th Texas Legislative Session, Governor Abbott signed House Bill 3492 related to county and municipal authority to impose certain value-based fees and require disclosure of certain information related to subdivision construction effective September 1, 2023. A city can no longer base fees on a percentage of work or require a developer to supply contract amounts to verify the cost of public improvements.

Staff is proposing a fee change from a percentage of the cost of public improvements (and requiring contracts to prove the cost of public improvements) to a flat fee of \$1,500 per lot. This dollar amount is roughly the average of the last six developments within the City of Lucas. This methodology reflects the City’s actual cost based on the hourly rate for the estimated actual direct time of City of Lucas employees performing review and processing of engineering or construction plans or to inspecting public infrastructure improvements.

Attachments/Supporting Documentation

1. Ordinance 2023-07-00986 Amending Fee Schedule – Inspection of Public Improvements

Budget/Financial Impact

NA

Recommendation

City staff recommends approving Ordinance 2023-07-00986 as presented.

Motion

I make a motion to approve/deny adopting Ordinance 2023-07-00986 amending the City of Lucas Code of Ordinances by amending Appendix C titled “Fee Schedule” amending Article 9.000 titled “Public Improvements/Infrastructure Inspection” amending Section 9.100 titled “Public Improvements/Infrastructure Inspection” to reflect the cost of regulation.



ORDINANCE #2023-07-00986

[Amending Fee Schedule – Inspection of Public Improvements]

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING APPENDIX C TITLED "FEE SCHEDULE," BY AMENDING ARTICLE 9.000 TITLED "PUBLIC IMPROVEMENTS/INFRASTRUCTURE INSPECTION", BY AMENDING SECTION 9.100 TITLED "PUBLIC IMPROVEMENTS/INFRASTRUCTURE INSPECTION" TO REFLECT THE COST OF REGULATION; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 88th Texas Legislature amended certain provisions in the Local Government Code in House Bill 3492 to prohibit value-based fees imposed by municipalities for acceptance, review or processing of engineering or construction plans or for inspection of public improvements for a subdivision; and

WHEREAS, the City of Lucas Code of Ordinances currently imposes an inspection fee for public improvements/infrastructure equal to 3% of the construction costs for inspection of such improvements; and

WHEREAS, the City Council has determined that the following amendment to the fee schedule reflects the City's actual cost based on the hourly rate for the estimated actual direct time of City of Lucas employees performing such review and processing of engineering or construction plans or to inspecting public infrastructure improvements; and

WHEREAS, the City Council has determined that it is in the best interest of the health, safety, and welfare of the City to amend the fee schedule as follows.

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

SECTION 1. That the City of Lucas Code of Ordinances is amended by amending Appendix C titled "Fee Schedule", Article 9.000 titled "Public Improvements/Infrastructure Inspection," by amending Section 9.100 titled "Public Improvements/Infrastructure Inspection" to read as follows:

~~3% of construction costs.~~ The fee for inspection of public improvements and infrastructure is \$1,500.00 and is based on the actual cost based on the hourly rate for the estimated actual direct time of City of Lucas employees performing such inspections.

SECTION 2. To the extent of any irreconcilable conflict with the provisions of this Ordinance and other ordinances of the City of Lucas and which are not expressly amended by this Ordinance, the provision of this Ordinance shall remain and be controlling.

SECTION 3. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of the remaining portions of this Ordinance or the City of Lucas Code of Ordinances, as amended hereby, which shall remain if full force and effect.

SECTION 4. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Ordinances of the City of Lucas, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances, as amended, and upon conviction in the municipal court shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 6. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Lucas, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 3RD DAY OF AUGUST, 2023.

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr., City Attorney

ATTEST:

Kent Souriyasak, Interim City Secretary



City of Lucas

City Council Agenda Request

August 3, 2023

Item No. 08

Requesters: City Councilmember Debbie Fisher

Agenda Item Request

Discuss the following items as it relates to services provided by Lucas Fire-Rescue Department:

- A. The provision of Emergency Medical Services (EMS) to mutual aid cities and Collin County via mutual aid agreements.
- B. The impact of Senate Bill 2476 relating to consumer protections against certain medical and health care billing by emergency medical services providers.

Background Information

EMS Mutual Aid Overview/Summary:

On April 6, 2023, the City Council received a presentation regarding the fees assessed for emergency medical services. The City of Lucas policy for billing Lucas residents for emergency medical services is that the City accepts the payment of third-party insurance companies as payment in full.

A concern was raised regarding the Lucas ambulance being dispatched to a mutual aid city and a Lucas resident require emergency medical services by another provider, the Lucas resident may have a negative financial impact.

At the April 20, 2023 City Council meeting, City staff was in the process of verifying billing information with mutual aid providers and currently, other responding agencies to the City of Lucas will bill residents. For example, where we do not collect deductibles or copays from our residents, Fairview transport in Lucas would collect the copay or deductible. Preliminary conversations indicate this is not likely to change since Fairview still bills their residents. The City of Wylie uses a third-party provider for emergency medical services through its membership in the Southeast Collin County EMS Coalition (SECCEMS). This coalition is made up of Wylie, Lavon, Parker, St. Paul, and certain areas of Collin County. The coalition negotiates the contract with a third-party company to provide emergency medical services. Currently, the contracted vendor is Paramedics Plus. The current contract is structured so that all billing is done by Paramedics Plus and they receive all of the revenue. Our current contract ends with them in October 2024.

The City of Wylie will be taking over EMS at that point by creating an EMS Division within Wylie Fire Rescue (WFR). WFR will continue to provide EMS services to the coalition cities, however, the SECCEMS Coalition may be dissolved, and the services provided by an ILA between respective entities. WFR is in the early stages of creating that division.



City of Lucas

City Council Agenda Request

August 3, 2023

WFR knows they will utilize a third-party billing company, but WFR has not made any billing decisions as of yet. WFR does plan on working with their neighbors in trying to structure a billing program that will be consistent with the area. Ultimately, the final decision will be made by the Wylie City Council. The Wylie Fire Chief anticipates their billing fee structure and third-party vendor selection will be completed by mid-2024. The City of Parker also uses the SECCEMS, who bills every response the same with regard to balance collection. The City of Princeton, and several other Collin County cities that do not have their own EMS service and unincorporated Collin County use a private company, American Medical Response (AMR), who bills every response the same with regard to balance collection.

For patients covered by Medicare, there is more consistency in rates as the rates are “set” regardless of residency.

With the substantial development to the east of Lucas comes an ever-increasing concern with the number of times the City of Lucas ambulance is responding to calls for service outside of city boundaries. For example, the data below demonstrates the calls for service to the Princeton/Branch area:

FY 22/23 Calls for Service to Princeton/Branch area (10/1/22 – 6/30/23):

EMS - 16
Grass fires - 5
Other fires - 7

Note: There were zero calls for service in Lucas when Lucas Fire-Rescue was responding to the above-reference calls.

FY 21/22 Calls for Service to Princeton/Branch area:

EMS - 20
Grass fires - 6
Other fires - 14

Note: There was one call for service where Fairview EMS responded with our Lucas Engine to a motor vehicle collision on East Lucas Road and there was one call for service where Wylie EMS met our Lucas engine to respond to a Seis Logos medical call when Lucas EMS was responding to the above-reference calls.

FY 20/21 Calls for Service to Princeton/Branch area:

EMS - 18
Grass fires - 4
Other fires - 7

Note. There was one call for service where Wylie Engine came and assisted Lucas EMS on a medical alarm when Lucas Engine was responding to the above-reference calls.



City of Lucas

City Council Agenda Request

August 3, 2023

Item No. 08

FY 19/20 Calls for Service to Princeton/Branch area:

EMS - 10

Grass fires - 7

Other fires - 6

Note: There were three calls for service where Wylie sent an engine for each call (all were alarm investigation, 2 were malfunctions) when Lucas Engine was responding to the above-reference calls.

An overall concern was raised regarding the City of Lucas covering additional calls for service in an area that is developing with substantial density. In addition, the distance the City's ambulances are driving, and the wear and tear on the vehicles. Another concern that was expressed was whether Collin County has enough ambulances to provide emergency medical services.

Senate Bill 2476 Overview/Summary:

Below is a summary of information Assistant Chief Aaron Alderdice has been able to compile related to Senate Bill 2476. Overall, this may help our collections by the affected demographic, ensuring we are able to capture appropriate amounts from commercial insurance companies.

The 88th Texas Legislature's work in creating Senate Bill 2476, which removes patients from billing disputes and ensures that EMS agencies are adequately reimbursed for the services that they provide. Assistant Chief Alderdice has been working with the City's EMS billing provider, Emergicon, and is providing the following information regarding the impact of SB 2476.

Why Is Senate Bill 2476 So Important?

Approximately 85 percent of the nation's EMS transports are handled by an out-of-network EMS agency. "Out of network" means the ambulance service does not have a contract with the patient's insurance company to define coverage limits, pricing, or payment terms; the EMS agency is not in the health plan's network.

Under the payment model before SB 2476 was enacted, both patients and EMS agencies suffered. Patients could face unexpected bills. Meanwhile, EMS agencies often found themselves being reimbursed at rates that failed to cover the cost to provide ambulance service. In some cases, EMS agencies did not receive any payment at all.

The out-of-network status often leads to reimbursement rates that are far below the cost of providing the service, reimbursements that are sent directly to the patient and delays in receiving reimbursement. What's more, the patient may be caught in the middle of a payment dispute between the ambulance provider and the insurance company. In those instances, the patient often is personally responsible for paying the difference between the billed charge and the insurance payment (balance billing), in addition to any applicable copayments and deductibles.



City of Lucas

City Council Agenda Request

August 3, 2023

The 2021 Texas Legislature featured a strong push to remove patients from the middle of these disputes. However, the effort was not resolved due to stakeholders failing to reach a solution that would have also protected Texas' EMS delivery system.

How Will the New Law Change the Situation?

Senate Bill 2476 is unique in that it both protects both patients and EMS agencies.

Patients are removed from billing disputes.

From the EMS perspective, Senate Bill 2476 recognizes the authority that the local government has in overseeing and regulating EMS. Senate Bill 2476 requires health plans pay EMS agencies at the rates set, controlled, or regulated by the local (county, municipal, ESD) governmental entity where the service originated. Where locally set rates do not exist, plans will pay the lesser of the billed charge or 325 percent of the prevailing Medicare rate.

Direct and prompt pay provisions are included, and the **balance billing of patients is prohibited** as long as they are commercially insured under a plan regulated by the Texas Department of Insurance (TDI). Self-funded plans might not be covered, and Medicare and Medicaid rates are already fixed.

Patients are still responsible for their copay/deductible but will not be balance billed in excess of that. To illustrate the issue this will help us on - most commercial and insurance providers deem ambulances/EMS as "out of network" and patients are often stuck with a gap between the low rates insurance is willing to reimburse and what is billed. This would require commercial insurance providers covered by the bill to pay us a fair rate for what we bill based on our adopted rates. Before, EMS would bill, say \$100. Insurance would say the ambulance was "out of network" and would only reimburse \$10. Some insurance companies would then remit the \$10 directly to the patient and leave them to figure out the \$90 difference, basically putting them in the middle. This would lead to predatory collection efforts in some circumstances and EMS agencies never collecting a "fair" share.

Again, this will not affect every single person (uninsured, Medicare, Medicaid, Tricare, etc). The City is relatively optimistic about this and does not see it being detrimental to our revenue collections. We like that it gives our residents, and the general population covered by the bill, more protection against the out of network/balance bill issues that have historically burdened both EMS agencies and patients.

Assistant Chief Alderdice is continuing to monitor and keep us posted on any new developments.



City of Lucas

City Council Agenda Request

August 3, 2023

Item No. 08

What Are the Next Steps for Senate Bill 2476?

The law directs the Texas Department of Insurance (TDI) to establish a database of locally set rates by January 1, 2024. Local governmental entities will submit their local rates to the TDI database. This will enable health plans to check local rates through one database, rather than multiple searches. Any agency that does not report locally set rates submitted to the TDI database will be reimbursed at the lesser of their billed charge or 325 percent of Medicare. The patient will still be responsible for copayments, deductibles and services not covered by their health plan.

This law only applies to health plans regulated by the State, and that represents approximately 20 percent of insured patients.

The Texas solution goes into effect January 1, 2024. It expires September 1, 2025, to allow for adoption of a pending federal rule. However, it could be extended, if necessary.

Attachments/Supporting Documentation

1. Mutual Aid Summary Report dated June 30, 2023
2. Interjurisdictional Mutual Aid Agreement executed by Collin County on August 13, 2008
3. Interlocal Agreement for Emergency Ambulance Services executed by Collin County on September 30, 2014
4. Agreement for the Provision of Firefighting and Fire Protection Services executed by Collin County on November 5, 2013
5. Interlocal Automatic Mutual Aid Agreement executed by the Town of Fairview on June 3, 2008, and the City of Parker on August 12, 2008
6. Agreement for Mutual Aid executed by the City of Wylie on March 8, 2015
7. Minutes from the Regular City Council Meeting on April 20, 2023
8. EMS Units in Neighboring Cities
9. Agreement for Ambulance Services executed between Collin County and AMR (American Medical Response Ambulance Service, Inc.) on September 25, 2018
10. Collin County Response Times
11. Collin County Request for Proposal (RFP 2018-139 Emergency Medical Ambulance Service)
12. AMR Proposal to Collin County RFP 2018-139 Emergency Medical Ambulance Service
13. AMR Cost Options for Emergency Medical Ambulance Service

Budget/Financial Impact

NA



City of Lucas
City Council Agenda Request
August 3, 2023

Recommendation

NA

Motion

There is no motion required.

Agenda Item No. 8

Attachment #1

Mutual Aid Summary Report dated June 30, 2023

Fire-Rescue Aid Provided:

AID GIVEN TO:	FY 19/20			FY 20/21			FY 21/22			FY 22/23		
	TOTAL	DISREGARDED	ACTUAL RESPONSES									
Fairview	59	30	29	63	39	24	73	34	39	56	34	22
Parker	6	0	6	32	12	20	24	10	14	13	4	9
Branch/Princeton	30	7	23	36	7	29	50	10	40	43	15	28
Wylie	43	16	27	50	23	27	74	43	31	45	22	23
Other	2	0	2	10	0	10	14	3	11	6	2	4
			87			110			135			86

*Disregarded columns refer to the number of times Lucas units were cancelled before arriving in respective city.

Fire-Rescue Aid Received:

AID RECEIVED FROM:	FY 19/20			FY 20/21			FY 21/22			FY 22/23		
	TOTAL	DISREGARDED	ACTUAL RECEIVED									
Fairview	37	3	34	27	8	19	72	19	53	49	11	38
Parker	20	4	16	18	3	15	39	13	26	30	12	18
Branch/Princeton	3	0	3	5	1	4	3	0	3	0	0	0
Wylie	14	1	13	23	4	19	24	4	20	15	3	12
Other	6	0	6	14	2	12	5	2	3	11	2	9
			72			69			105			77

*Disregarded Aid Received refer to the number of times mutual aid units were cancelled before arriving in Lucas.

Agenda Item No. 8

Attachment #2

**Interjurisdictional Mutual Aid Agreement executed by Collin County on
August 13, 2008**

**INTERJURISDICTIONAL
MUTUAL AID AGREEMENT**

STATE OF TEXAS

§

COUNTY OF COLLIN

§

§

This **Mutual Aid Agreement** (“Agreement”) is entered into by, between and among Collin County, Texas (“County”); local government entities; and organized volunteer groups providing emergency response services located within or partially within the County (collectively, “the Parties”).

RECITALS

The Parties recognize the vulnerability of the people and communities located within the County to damage, injury, and loss of life and property resulting from Emergencies, Disasters and/or Civil Emergencies and recognize that such incidents may present equipment and personnel requirements beyond the capacity of each individual Party; and

The Parties must confront the threats to public health and safety posed by possible terrorist actions and weapons of mass destruction and other incidents of man-made origin, and the threats to public health and safety from natural emergency or disaster incidents, all capable of causing severe danger to life and damage to property; and

The Parties to this Agreement recognize that Mutual Aid has been provided in the past and have determined that it is in the best interests of themselves and their citizens to create a plan to foster communications and the sharing of resources, personnel and equipment in the event of such Emergency, Disaster or Civil Emergency incidents; and

Texas Government Code Section 418.109.(d), Authority to Render Mutual Aid Assistance, states in part that “A local government entity or organized volunteer group may provide mutual aid assistance on request from another local government entity or organized volunteer group”; and

The governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of an Emergency, Disaster and/or Civil Emergency; and

The Parties wish to make suitable arrangements for furnishing Mutual Aid in coping with Emergencies, Disasters and/or Civil Emergencies and are so authorized and make this Agreement pursuant to Texas Government Code Chapter 791.027, Emergency Assistance of the Interlocal Cooperation Act; Texas Government Code Chapter 418.111(c) Texas Statewide Mutual Aid System of the Emergency Management Chapter, also known as the Texas Disaster Act of 1975; and Local Government Code Chapter 362.002(b), Law Enforcement Assistance of the Law Enforcement Services Provided Through Cooperation of Municipalities, Counties and Certain Other Local Governments Chapter; Local Government Code Chapter 352.019, Cooperation With Other Fire Protection Agencies; Greater Dallas-Fort Worth Regional Law Enforcement Interlocal Assistance Agreement; and

The Parties recognize that a formal agreement for Mutual Aid would allow for better coordination of effort, would provide that adequate equipment and personnel is available, and would help ensure that

Mutual Aid is accomplished in the minimum time possible in the event of an Emergency, Disaster or Civil Emergency and thus desire to enter into an agreement to provide Mutual Aid.

It is expressly understood that any Mutual Aid extended under this Agreement and the operational plan adopted pursuant thereto, is furnished in accordance with the "Texas Disaster Act" and other applicable provisions of law, and except as otherwise provided by law that the responsible local official in whose jurisdiction an incident requiring Mutual Aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him/her through the operation of such Mutual Aid plans.

NOW, THEREFORE, the Parties agree as follows:

1. **RECITALS**. The recitals set forth above are true and correct.
2. **DEFINITIONS**. For purposes of this Agreement, the terms listed below will have the following meanings:
 - A. **AGREEMENT** - this Interjurisdictional Mutual Aid Agreement, duly executed.
 - B. **CIVIL EMERGENCY** - an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.
 - C. **DESIGNEE OF THE REQUESTING LOCAL GOVERNMENT ENTITY OR ORGANIZED VOLUNTEER GROUP (DESIGNEE)** - Designee(s), as approved by the Emergency Management Director or the Authorized Official of a Local Governmental Entity or Organized Volunteer Group, include:
 - Emergency Management Coordinator
 - Fire Chief
 - Chief of Police
 - Incident Commander
 - City Manager or Assistant City Manager
 - Town Administrator
 - Dispatcher or other member of the requesting organization on behalf of one of the above designees.
 - D. **DISASTER** - the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, energy emergency (as that term is defined in Chapter 418 of the Texas Government Code), acts of terrorism, and other public calamity requiring emergency action.
 - E. **EMERGENCY** - any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results in substantial injury or harm to the population, or substantial damage to or loss of property.
 - F. **MUTUAL AID** - includes, but is not limited to, such resources as facilities, equipment, services, supplies, and personnel.

G. PARTY or PARTIES – means the local governmental entity(ies) or organized volunteer group(s) that are signatories to and have agreed to adopt this mutual agreement.

H. RESPONDING LOCAL GOVERNMENT ENTITY OR ORGANIZED VOLUNTEER GROUP (RESPONDING PARTY)– means a local governmental entity or organized volunteer group providing mutual aid assistance in response to a request under the agreement, i.e. furnishing equipment, supplies, facilities, services and/or personnel to the Requesting Party.

I. REQUESTING LOCAL GOVERNMENT ENTITY OR ORGANIZED VOLUNTEER GROUP (REQUESTING PARTY) means a local governmental entity or organized volunteer group requesting mutual aid assistance under this agreement for emergency work resulting from a fire, emergency, civil emergency or disaster within its legal jurisdiction.

3. **PARTY’S EMERGENCY MANAGEMENT PLAN (EMP)**. Each Party shall prepare and keep current an emergency management plan for its jurisdiction to provide for emergency and/or disaster mitigation, preparedness, response and recovery, in accordance with Chapter 418 of the Texas Government Code or be a signatory to the Collin County Emergency Management Plan. The emergency management plan shall incorporate the use of available resources, including personnel, equipment and supplies, necessary to provide and/or receive Mutual Aid. The emergency management plan shall be submitted to the Governor’s Division of Emergency Management.

At minimum, each Party must document either in their EMP or separately, if a signatory of the Collin County Emergency Management Plan, the following:

- Chain of Command
- Continuity of Operations Plan
- Response Capabilities and Plan
- Mutual Aid Request Procedures, and
- Recovery/Recall Process/Procedures

4. **EMERGENCY MANAGEMENT DIRECTOR**. The County Judge of the County and the Mayor of each participating municipality in this Agreement shall serve as the Emergency Management Director for his/her respective jurisdiction and shall take all steps necessary for the implementation of this Agreement.

5. **ACTIVATION OF AGREEMENT**. This Agreement may be activated by:

(a) The Emergency Management Director of the affected Party after signing:

(1) A declaration of a local state of Disaster pursuant to Chapter 418 of the Texas Government Code; or

(2) A finding of a state of Civil Emergency;

Or

(b) A determination by the Designee of the Party having jurisdiction that the incident, emergency, disaster or imminent threat of an emergency or disaster is such that local capabilities are or are predicted to be exceeded.

The activation of the Agreement shall continue, whether or not a local Disaster declaration or state of Civil Emergency is still active, until the services of the Responding Party are no longer required or the Responding Party determines that its resources are needed within its own jurisdiction and officially recalled.

6. PROCEDURES FOR REQUESTS AND PROVISION OF MUTUAL AID. The Emergency Management Director or the Designee of the Requesting Party may request Mutual Aid assistance by:

(1) submitting a written Request for Assistance to an Responding Party;

or

(2) orally communicating a request for Mutual Aid assistance to a Responding Party following a mutually acceptable procedure.

Mutual Aid shall not be requested by a Party unless it is directly related to the Emergency, Disaster or Civil Emergency and resources available from the normal responding agencies to the stricken area are deemed to be inadequate, or are predicted to be expended prior to resolution of the situation. All requests for Mutual Aid must be transmitted by the Emergency Management Director of the Requesting Party or by the Designee of Requesting Party.

A. REQUESTS DIRECTLY TO RESPONDING PARTY: The Requesting Party may directly contact the Emergency Management Director of the Responding Party or the Designee of the Responding Party and provide the necessary information as prescribed in Section 6.B. hereto.

B. REQUIRED INFORMATION BY REQUESTING PARTY. Each request for assistance shall be accompanied by the following information, to the extent known:

- 1) A general description of the incident, emergency, disaster, damage or injury sustained or threatened;
- 2) Identification of the emergency service function or functions for which assistance is needed (e.g. fire, law enforcement, emergency medical, search and rescue, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, resource support, health and other medical services, etc.), and the particular kind and type of assistance needed;
- 3) The amount, kind and type of personnel, equipment, materials, supplies, and/or facilities needed and a reasonable estimate of the length of time that each will be needed; and
- 4) The location or locations to which the resources are to be dispatched and the specific time by which the resources are needed; and
- 5) The name and contact information of a representative of the Requesting Party to meet the personnel and equipment of any Responding Party at each location to which resources are dispatched.

This information may be provided on a form designed for this purpose or by any other available means.

C. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE. When contacted by a Requesting Party, the Emergency Management Director of the Responding Party or the Designee of the Responding Party agrees to assess local resources to

determine availability of personnel, equipment and other assistance based on current or anticipated needs. All Parties shall render assistance to the extent personnel, equipment and resources are deemed available. No Party shall be required to provide Mutual Aid unless it determines that it has sufficient resources to do so based on current or anticipated events within its own jurisdiction.

D. INFORMATION REQUIRED OF THE RESPONDING PARTY. An Emergency Management Director or the designee of the Responding Party who determines that the Responding Party has available personnel, equipment, or other resources, shall so notify the Requesting Party and provide the following information, to the extent known:

- 1) A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Party;
- 2) The estimated length of time that the personnel, equipment, and other resources will be available;
- 3) The name of the person or persons to be designated as supervisory personnel; and
- 4) The estimated time of arrival for the assistance to be provided to arrive at the designated location.

This information may be provided on a form designed for this purpose or by any other available means.

E. SUPERVISION AND CONTROL: When providing assistance under the terms of this agreement, the personnel, equipment, and resources of any Responding Party will be under the operational control of the Requesting Party. These response operations shall be NIMS compliant and as well as being organized and functioning within an Incident Command System (ICS), Unified Command System (UCS), or Multi-Agency Coordination System (MACS). Direct supervision and control of personnel, equipment and resources and personnel accountability shall remain with the designated supervisory personnel of the Responding Party. The designated supervisory personnel of the Responding Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Responding Party; and shall report work progress to the Requesting Party. The Responding Party's personnel and other resources shall remain subject to recall by the Responding Party at any time, subject to reasonable notice to the Requesting Party.

It shall be the responsibility of each Party to this agreement to achieve and maintain NIMS compliance and to operate according to the Incident Command System at all emergency incidents, joint training exercises and special events. All responding personnel must be qualified and certified to perform the tasks assigned during mutual aid operations as determined by the current NIMS compliance criteria.

F. MUTUAL AID PLAN. By their signatures below, each Party hereto certifies that it will provide available Mutual Aid assistance under this Agreement in accordance with the North Central Texas Multi-Agency Coordination Centre (Regional Disaster Resource Coordination System) and the Texas Statewide Mutual Aid System. Additionally, each Party will develop a continuity of government plan or continuity of operations plan (COOP) which specifies those positions authorized to activate this Agreement.

G. FOOD, HOUSING, AND SELF-SUFFICIENCY: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of

the Responding Party from the time of their arrival at the designated location to the time of their departure. However, Responding Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the Emergency or Disaster area. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

H. COMMUNICATIONS: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Responding Party and the Requesting Party. Responding Party personnel should be prepared to furnish their own communications equipment sufficient only to maintain communications among their respective operating units, if such is practicable. Upon arriving at the designated incident check-in location, Responding Parties shall ensure that interoperable communications is coordinated or facilitated by the Requesting Party. This includes confirmation of frequencies, talk group assignments and radio protocols to be used on the incident. Radio protocols and procedures shall be NIMS compliant.

I. RIGHTS AND PRIVILEGES: Personnel who are assigned, designated or ordered by proper authority to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed.

J. TERM OF DEPLOYMENT: The initial duration and special conditions of a request for assistance will be specified by the Requesting Party, to the extent possible by the situation.

K. SUMMARY REPORT: Within ten working days of the return of all personnel deployed under this Agreement, the Requesting Party will prepare a Summary Report of the incident, and provide copies to each Responding Party. This may be a copy of the Incident Report completed by the Requesting Party. The report shall, at a minimum, include a chronology of events and description of personnel, equipment and materials provided by one Party to the other.

7. COSTS. All costs associated with the provision of Mutual Aid, including but not limited to compensation for personnel; operation and maintenance of equipment; damage to equipment; medical expenses; and food, lodging and transportation expenses shall be borne by the Responding Party for the first eight (8) hours that assistance is provided. Thereafter, all costs associated with the provision of Mutual Aid, including but not limited to compensation for personnel; operation and maintenance of equipment; damage to equipment; medical expenses; and food, lodging and transportation expenses shall be paid for by the Responding Party and reimbursed by the Requesting Party at a reasonable and documented cost. Requests for reimbursement for reasonable and documented expenses must be submitted within ten (10) working days of the return of all personnel deployed under this Agreement. Such request shall identify with specificity each service, labor, or equipment provided and the unit and total costs associated with each. The Responding Party shall be responsible for creating and maintaining for a period of three years a record of all costs incurred, both reimbursed and unreimbursed costs, in providing aid under this Agreement. Such costs and reimbursements shall be paid from current funds of the respective Party. All Parties acknowledge that unreimbursable costs incurred will not be subject to reimbursement with any available federal funds.

8. INSURANCE

A. WORKERS' COMPENSATION COVERAGE: Each Party shall be responsible for its own

actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

B. AUTOMOBILE LIABILITY COVERAGE: Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

C. GENERAL LIABILITY, PUBLIC OFFICIALS LIABILITY, AND LAW ENFORCEMENT LIABILITY: To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability, public official's liability and law enforcement liability, if applicable, or maintain a comparable self-insurance program.

D. OTHER COVERAGE: The Responding Party shall provide and maintain their standard packages of medical and death benefit insurance coverage while their personnel are assisting the Requesting Party.

9. WAIVER OF CLAIMS AGAINST PARTIES; IMMUNITY RETAINED. Except as specifically stated in this agreement, each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

10. EXPENDING FUNDS. Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

11. TERM. This Agreement shall become effective as to each Party on date of adopted as indicated on the signature pages for each Party and shall continue in force and remain binding on each and every Party for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 20 of this Agreement. Termination of participation in this Agreement by a Party or Parties shall not affect the continued operation of this Agreement between and among the remaining Parties.

12. ENTIRETY. This Agreement contains all commitments and agreements of the Parties with respect to the Mutual Aid to be rendered hereunder during or in connection with an Emergency, Disaster and/or Civil Emergency. No other oral or written commitments of the Parties with respect to Mutual Aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 18 below.

13. RATIFICATION. Each Party hereby ratifies the actions of its personnel and the rendering and/or receiving of Mutual Aid taken prior to the date of this Agreement.

14. OTHER MUTUAL AID AGREEMENTS. It is understood that certain Parties may have heretofore contracted or may hereafter contract with each other for Mutual Aid in Emergency, Disaster

and/or Civil Emergency situations, and it is agreed that, to the extent there is a conflict between this Agreement and any other such Mutual Aid agreement, the provisions this Agreement shall be superior to any such individual or previously adopted Mutual Aid Agreement or contract. To assist each other in the process of Mutual Aid response planning, each Party agrees to inform the other Parties of all Mutual Aid Agreements that each Party has with other municipalities, entities, counties, and state or federal agencies.

Notwithstanding the foregoing, the Parties acknowledge that County may be a party to Mutual Aid agreements similar to this Agreement with other counties, which counties have Mutual Aid agreements with municipalities within their respective jurisdictions. The Parties hereto agree to provide Mutual Aid to such other counties and municipalities upon request so long as there is a reciprocal agreement to provide Mutual Aid to the parties to this Agreement and so long as the requesting county or municipality agrees to reimbursement of the reasonable and documented costs of the Responding Party that provided Mutual Aid.

15. **INTERLOCAL COOPERATION ACT.** The Parties agree that Mutual Aid in the context contemplated herein is a “governmental function and service” and that the Parties are “local governments” as that term is defined herein and in the Interlocal Cooperation Act, Texas Government Code Chapter 791.

16. **SEVERABILITY.** If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

17. **VALIDITY AND ENFORCEABILITY.** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

18. **AMENDMENT.** This Agreement may be amended only by the mutual written consent of the Parties.

19. **AGREEMENT REVIEW.** The Collin County Fire Marshal shall cause a review of this agreement every five (5) years unless other circumstances warrant a more frequent review.

20. **TERMINATION.** Any Party may at any time by resolution or notice given to all the other Parties decline to participate in the provision of Mutual Aid. The governing body of a Party which is a signatory hereto shall, by resolution, give notice of termination of participation in this Agreement and submit a certified copy of such resolution to all other Parties. Such termination shall become effective not earlier than 30 days after the filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto.

21. **THIRD PARTIES.** This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

22. **NOTICE.** Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Chief Elected Official or authorized official of an organized volunteer organization, and shall be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by facsimile (fax) transmission.

23. **WARRANTY.** The Agreement has been officially authorized by the governing or controlling body or agency of each Party hereto by order, ordinance or resolution and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

24. **GOVERNING LAW AND VENUE.** The laws of the State of Texas shall govern this Agreement. In the event of an Emergency or Disaster physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency or Disaster occurred. In the event of an Emergency or Disaster physically occurring in more than one county that is a Party hereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

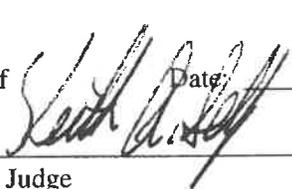
25. **HEADINGS.** The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

26. **SIGNATORIES.** The Collin County Fire Marshal's Office shall be the official repository of original signature pages of the Parties to this Agreement and will maintain an up-to-date list of those Parties. Each Party will retain a copy of their own originally signed document and copies of signed documents from every other Party to this Agreement.

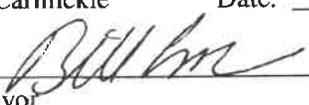
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EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original, on the date specified on the multiple counterpart executed by such entity.

Collin County, Texas:

NAME: Keith Self Date: 8/13/08
Signature: 
County Judge

Local Government Entity or Organized Volunteer Group:

City of Lucas
NAME: Bill Carmickle Date: July 3, 2008
Signature: 
Mayor

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Agenda Item No. 8

Attachment #3

**Interlocal Agreement for Emergency Ambulance Services executed by Collin
County on September 30, 2014**

on the map attached hereto as Exhibit "A" and incorporated herein. The Lucas Fire District specifically excludes the following areas currently known as: The Seis Lagos Utility District; Brockdale Park Estates and Inspiration Point and as further identified on Exhibit "B".

The level of emergency ambulance services required under this Agreement shall include Advanced Life Support ("ALS").

**Article II
Duration of Agreement**

Unless mutually initiated, cancelled, or terminated earlier with thirty (30) days written notice, this Agreement shall commence on the 1st day of October, 2014. This contract expires at midnight on September 30, 2015. This contract may be extended for additional time with the fees and payments being negotiated at that time.

**Article III
Compensation**

The emergency ambulance services described in Paragraph I shall be provided to the County at no charge.

**Article IV
Relationship of Parties**

The Parties intend that the City, in performing the emergency ambulance services specified in this agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Neither the City, its agents, employees, volunteer help nor any other person operating under this Agreement shall be considered an agent or employee of the County and shall not be entitled to participate in any pension or other benefits that the County provides its employees.

**Article V
Notice to Parties**

Any notice required or permitted to be delivered hereunder shall be deemed received (i) three (3) days after deposit into the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or (ii) on the day actually received if sent by courier or otherwise hand delivered.

If intended for City, to:

City of Lucas, Texas
Attn: Joni Clarke, City Manager
665 Country Club Road
Lucas, Texas 75002

With a copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201

If intended for County, to:

Collin County
Attn: Purchasing Agent
2300 Bloomdale, Suite 3160
McKinney, Texas 75071

With copy:

Article VI
Requirements for Insurance

6.1 Before commencing work, the City shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copied of all insurance certificates indicating the coverage to remain in force throughout the term of this contract.

6.1.1 Commercial General Liability Insurance at minimum combined single limits of \$1,000,000.00 per-occurrence and \$2,000,000.00 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000.00 per occurrence. Coverage must be written on an occurrence form.

6.1.2 Workers Compensation insurance at statutory limits, including employers' liability coverage at minimum limits.

6.1.3 Commercial Automobile Liability insurance shall be no less than \$1,000,000.00 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

6.1.4 Medical Professional Liability Insurance at minimum limits of \$1,000,000.00. This policy must have a two (2) year extended period of coverage, (i.e. tail coverage).

6.2 The required limits may be satisfied by any combination of primary, excess or umbrellas liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The City may maintain reasonable and customary deductibles, subject to approval by the County.

6.3 With reference to the foregoing insurance requirement, the City shall endorse applicable insurance policies as follows:

6.3.1 The City's insurance policies shall be endorsed to the effect that the County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

6.3.2 All copies of Certificates of Insurance shall reference the project/contract number.

6.3.3 All insurance shall be purchased from an insurance company that meets the following requirements:

6.3.3.1 A financial rating of B+VI or better as assigned by the Best Rating Company or equivalent

6.3.3.2 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

6.3.3.2.1 Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.

6.3.3.2.2 Sets forth the notice of cancellation or termination to the County.

Article VII Funding Sources

Each of the Parties hereto paying for the performance of the governmental services provided are making those payments from current revenues available to each of the respective Parties.

Article VIII Miscellaneous Provisions

8.1 Entire Agreement; Severability. This Agreement contains the entire agreement between the Parties and this Agreement supersedes any prior oral or written understandings and agreements. This Agreement shall not be modified or amended except in writing signed by the Parties. The invalidity, in whole or in part, of any paragraph of this Agreement shall not affect the validity of the remainder of the Agreement or paragraph.

8.2 Government Law. This Agreement shall be governed by the laws of Texas. Any litigation in any way relating to this Agreement shall be brought in State court in Collin County, Texas.

8.3 Non Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

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

8.5 Authority. The undersigned officers of the Parties by executing said document acknowledge that they and/or their respective government bodies have reviewed and approved this Agreement in full compliance with their respective bylaws, policies and the laws of the State of Texas. The persons executing this Agreement represent and warrant they possess the requisite authority to do so on behalf of the persons and entities set forth below.

8.6 Indemnification. To the extent allowed by law, each Party agrees to release, defend, indemnify, and hold harmless the other (and its offices, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.

8.7 Amendment. This Agreement shall not be amended or modified other than by written agreement signed by the Parties.

EXECUTED on this 21st day of August, 2014.

City of Lucas, Texas



By: [Signature]
Rebecca Mark, Mayor

Attest:

By: [Signature]
Kathy Wingo, TRMC, MMC, City Secretary

Approved as to Form:

By: [Signature]
Joseph J. Gorfida, Jr., City Attorney
(08-08-14/67490)

EXECUTED on this 20th day of September, 2014.

Collin County

By: [Signature]
Name: Keith Self
Title: County Judge

Attest:

By: [Signature]
Name: Georgia Shepherd
Title: Administrative Secretary

Approved as to Form:

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Lucas Fire Department

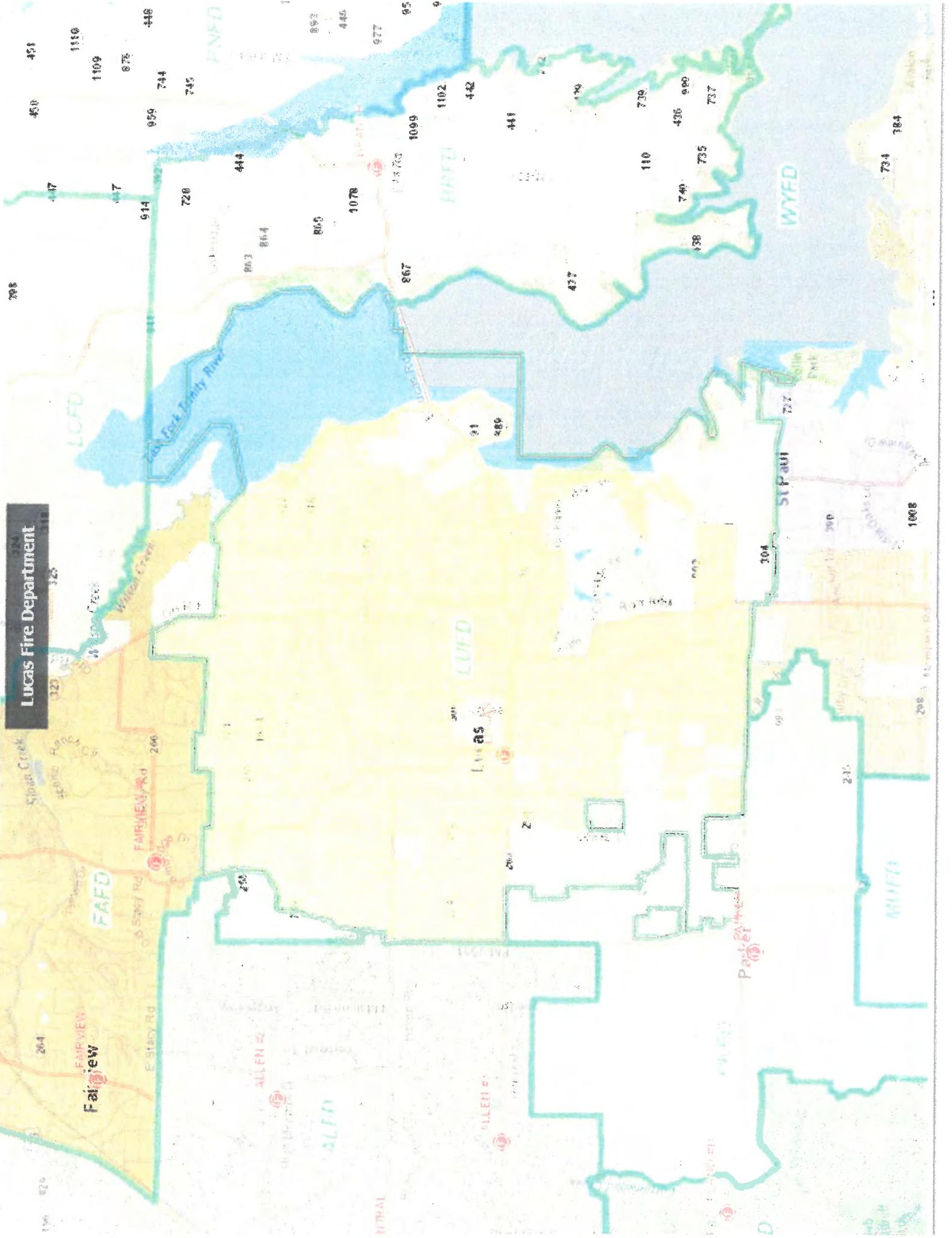
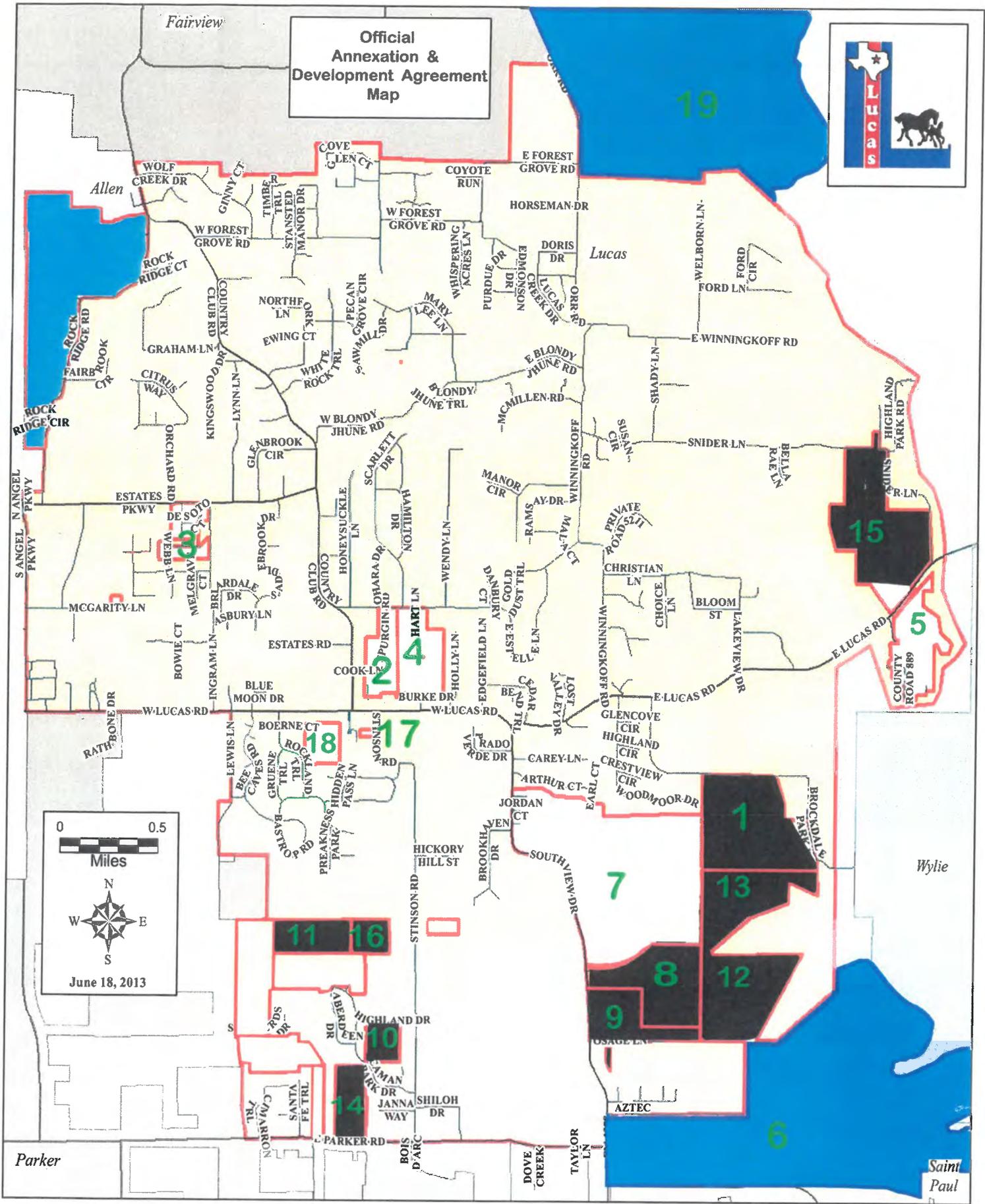


EXHIBIT "B"

Official
Annexation &
Development Agreement
Map



0 0.5
Miles
N
W E
S
June 18, 2013

Parker

Wylie

Saint Paul

Agenda Item No. 8

Attachment #4

**Agreement for the Provision of Firefighting and Fire Protection Services
executed by Collin County on November 5, 2013**

COUNTY OF COLLIN §
 §

AGREEMENT FOR THE PROVISION OF FIREFIGHTING AND FIRE PROTECTION SERVICES

Pursuant to the authority granted by Texas Local Government Code, Chapter 352, Collin County, Texas, a political subdivision of the State of Texas (hereinafter referred to as "COUNTY") and Lucas Fire Department (hereinafter referred to as "AGENCY"), (and jointly referred to as "Parties") in consideration of the premises and mutual promises contained herein, agree as follows:

RECITALS

WHEREAS, the COUNTY is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the residents of Collin County, Texas; and

WHEREAS, AGENCY is a municipal corporation or nonprofit corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection and firefighting services and related services; and

WHEREAS, AGENCY is the owner and operator of certain fire protection vehicles, fire suppression equipment and other equipment designed for the extinguishing of fire and prevention of damage to property and injury to persons from fire and works with or employs trained personnel whose duties are related to the use of such vehicles and equipment; and

WHEREAS, COUNTY desires to obtain firefighting and fire protection services from AGENCY for the benefit of an area of the county that is located outside the municipalities in the County; and

WHEREAS, COUNTY and AGENCY mutually desire that AGENCY should continue to provide firefighting and fire protection services to the citizens of AGENCY'S assigned fire district that is located outside the municipalities in the County; and

NOW, THEREFORE, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

I. Incorporation of Recitals. The above recitals, having been found by the Parties to be true and correct in all respects are incorporated into this Agreement by reference.

II. Obligations and Responsibilities of AGENCY

2.1 AGENCY shall provide firefighting services, fire protection services, and related services within its fire district as assigned by Collin County. A map of the fire district assigned to AGENCY by Collin County is appended hereto as "Exhibit A" and is incorporated with this Agreement for all purposes.

2.2 AGENCY shall maintain records of response to emergency calls, including but not limited to date, time, location of emergency, type of emergency, time to respond, and results. AGENCY shall provide up-to-date response data to COUNTY within 30 days of request by COUNTY.

2.3 AGENCY agrees to respond to the Collin County Fire Marshall requests for information and will use best efforts to work with the Collin County Fire Marshall to cooperate and coordinate firefighting and fire protection activities.

2.4 If AGENCY is a nonprofit corporation, AGENCY agrees to maintain its corporate status in good standing with all federal, state, and local rules and regulations applicable to a non-profit corporation. AGENCY shall notify COUNTY if its corporate authority is canceled, terminated, or otherwise lapses.

2.5 AGENCY warrants and promises that it will respond to emergency calls with appropriate equipment and sufficient trained personnel as needed to appropriately address the emergency situation. AGENCY further warrants and promises that it will mandate appropriate training of all personnel and ensure proper certification of all firefighter staff.

2.6 AGENCY warrants and promises that it shall maintain general liability insurance in amounts as are reasonable and customary for firefighting agencies similar to AGENCY. AGENCY shall add Collin County as an additional insured to AGENCY's liability insurance. AGENCY shall provide proof of liability insurance to COUNTY at the beginning of each term of this Agreement and upon request by Collin County.

III. Obligations and Responsibilities of COUNTY.

3.1 COUNTY shall pay a yearly fee to AGENCY according to the following formulas: (1) \$750,000 divided by the total number of persons living in COUNTY's unincorporated areas, as computed by the COUNTY's GIS Department, multiplied by the specific population of the unincorporated area of the AGENCY's fire district as assigned by Collin County; and (2) \$200,000 divided by the total square miles of COUNTY's unincorporated area multiplied by the total square miles of the unincorporated area of the AGENCY's fire district as assigned by Collin County.

3.2 COUNTY shall pay the yearly fee calculated under the formula stated in paragraph 3.1 in semi-annual installments to AGENCY. The first payment to be paid within a reasonable time after COUNTY has approved said fees in COUNTY's yearly budget adopted in September of each year, and the second installment to be paid six months after the first payment to AGENCY. In accordance with Texas Local

Government Code chapter 352, such payments will be made from COUNTY's general fund.

3.3 COUNTY will recalculate the payment formula stated in paragraph 3.1 each year during the term of this Agreement, including each renewal term. The formula stated in paragraph 3.1 is not a guarantee of any specific payment and AGENCY acknowledges that any payments are subject to budgeted appropriations approved by COUNTY's governing board.

IV. Effective Date, Term and Termination.

4.1 The effective date of this Agreement shall be the 1st day of October, 2013, ("Effective Date"), regardless of when this Agreement is executed by the Parties' authorized representatives.

4.2 The term of this Agreement shall begin on the Effective Date, and shall continue for an initial term of one year. This Agreement shall automatically renew for successive one year terms unless the Agreement is terminated or cancelled by either Party as provided by this Agreement.

4.3 Either Party may terminate this Agreement, with or without cause, before the end of the then current term by providing the other Party with thirty (30) days written notice of termination. In the event of termination under this section, COUNTY and AGENCY agree to pay for or reimburse the other Party for overpayment or under payment to the termination date.

4.4 **Nonappropriation.** Notwithstanding paragraph 4.3, if sufficient funds are not appropriated by COUNTY to fund this Agreement in any fiscal year an event of nonappropriation shall be deemed to have occurred and the Agreement shall automatically terminate upon the last date of the term of the Agreement for which funds budgeted for this Agreement have been appropriated. In no event shall COUNTY be obligated to make any payments under this Agreement beyond the then current fiscal year of COUNTY for which funds have been appropriated to satisfy its payment obligations under this Agreement.

V. Miscellaneous

5.1 **Notices.** Any notice required under this Agreement shall be sent to the following:

To COUNTY:
Collin County, Texas
Attn: County Judge, Keith Self
2300 Bloomdale Rd.
McKinney, TX 75071

To AGENCY:
Lucas Fire Department
Attn: Fire Chief, Jim Kitchens
165 Country Club Rd
Lucas, TX 75002

5.2 Authority and Enforceability. The Parties represent and warrant that this Agreement has been approved and or adopted by the Parties' authorized representatives and that the individual executing this Agreement on behalf of each Party has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

5.3 Entire Agreement; Severability. This Agreement contains the entire agreement between the Parties and this Agreement supersedes any prior oral or written understandings and agreements. This Agreement shall not be modified or amended except in writing signed by the Parties. The invalidity, in whole or in part, of any paragraph of this Agreement shall not affect the validity of the remainder of the Agreement or paragraph.

5.4 Governing Law. This Agreement shall be governed by the laws of Texas. Any litigation in any way relating to this Agreement shall be brought in State court in Collin County, Texas.

5.5 Non Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

5.6 No Third Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

5.7 Counterparts. 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.

5.8 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

5.9 Dispute Resolution. The Parties agree to use alternative dispute resolution, including mediation to resolve any conflicts which may arise under this Agreement.

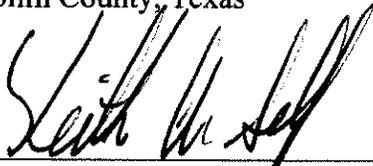
5.10 Authority. The undersigned officers of the Parties by executing said document, acknowledge that they and/or their respective governing bodies have reviewed and approved this Agreement in full compliance with their respective bylaws, policies and the

laws of the State of Texas. The persons executing this Agreement represent and warrant they possess the requisite authority to do so on behalf of the persons and entities set forth below.

In WITNESS WHEREOF; the parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed an original on the dates reflected below.

COUNTY

Collin County, Texas



County Judge, Keith Self
Acting on behalf and by Authority
Of the Collin County Commissioners

11/5/13
Date

AGENCY

City of Lucas

J. Lecca Mark

Name

Mayor

Title

Aug. 15, 2013

Date

ATTEST:



Stacey Kemp, County Clerk

ATTEST:

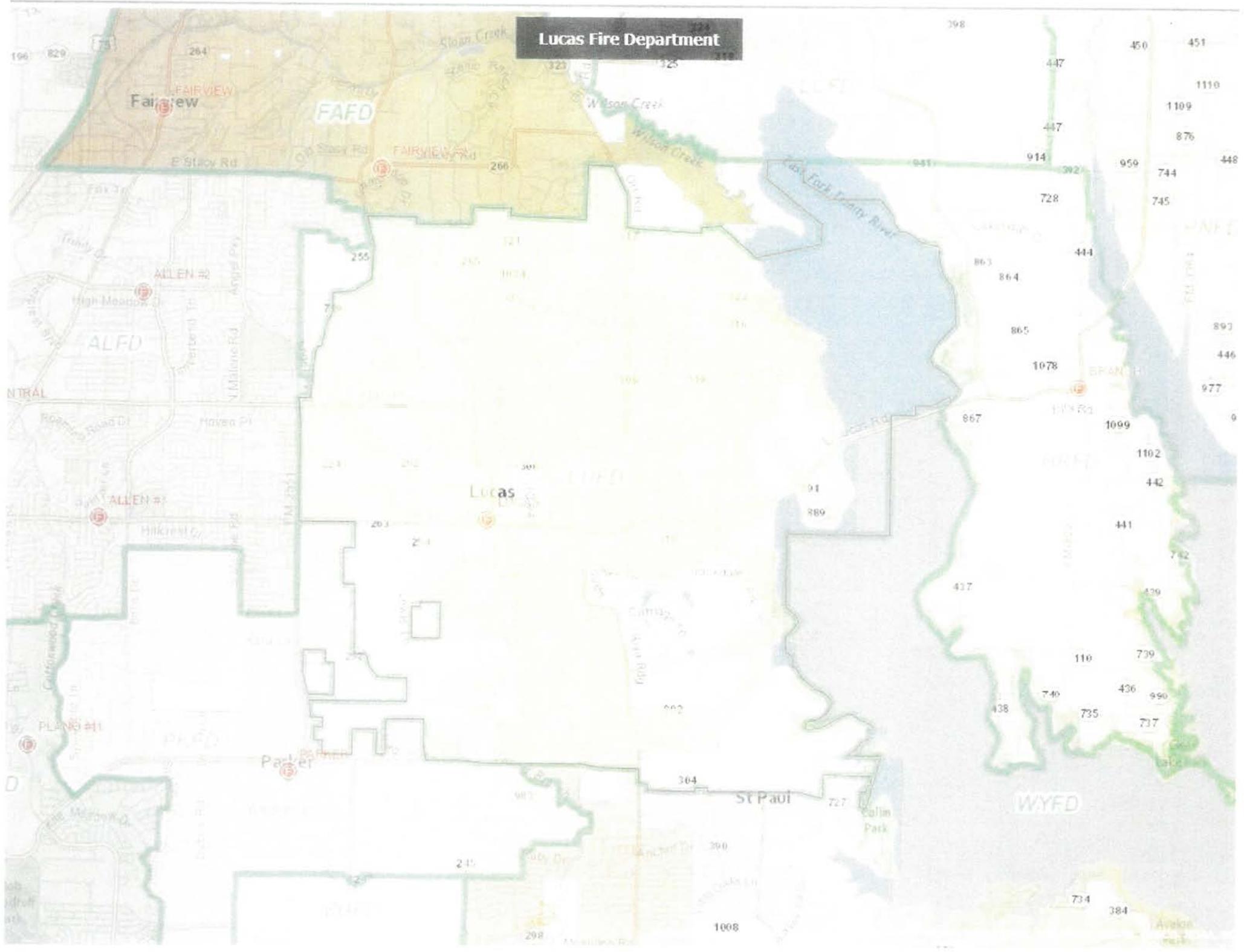


Kathy Wing, City Secretary

EXHIBIT A

MAP OF AGENCY FIRE DISTRICT

Lucas Fire Department



Agenda Item No. 8

Attachment #5

Interlocal Automatic Mutual Aid Agreement executed by the Town of Fairview on June 3, 2008, and the City of Parker on August 12, 2008

STATE OF TEXAS §

§

INTERLOCAL AUTOMATIC MUTUAL AID AGREEMENT

COUNTY OF COLLIN §

This agreement ("Agreement") is made by and between the City of Lucas, Texas ("Lucas"), the City of Parker, Texas ("Parker"), and the Town of Fairview ("Fairview"), (hereinafter collectively referred to as the "Participating Cities") acting by and through their duly authorized officers.

RECITALS:

WHEREAS, the parties desire to enter into an Interlocal Cooperation Agreement which provides automatic mutual aid for the purpose of backup, active firefighting, rescue, emergency services or disaster aid and assistance, and the investigation of fires and explosions (collectively "Emergency Services"); and

WHEREAS, Chapters 791 and 418 of the Texas Government Code provide authorization for local governments to contract with one another to provide for mutual aid in the protection of life and property from fires and disasters; and

WHEREAS, the parties desire to secure the benefits of automatic mutual aid in the protection of life and property from fire or explosion by entering into this interlocal agreement; and

WHEREAS, each party shall make the payments required under this Agreement from current available revenue;

NOW THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth, and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is for the Participating Cities to provide automatic mutual aid that will be simultaneously dispatched for the purposes of backup, active firefighting, rescue, emergency services or disaster aid and assistance, and the investigation of fires and explosions, as the need arises.

**ARTICLE II
TERM**

2.1 This Agreement shall be for a term of one (1) year beginning on the last day of execution hereof (the "Effective Date"). This Agreement shall automatically renew for successive periods of one

(1) year under the terms and conditions stated herein, unless superseded by another agreement, or terminated as provided herein.

2.2 A party may terminate its participation in this Agreement by providing sixty (60) days prior written notice to the other party. The written notice of intent to terminate shall be delivered to the Mayor and/or their designee by certified mail, return receipt requested or hand-delivery.

ARTICLE III AUTOMATIC MUTUAL AID

3.1 Services upon Request. Services under this agreement will be dispatched by a simultaneous tone to each party. Firefighting or rescue personnel and equipment based upon availability will be dispatched to any point within the territorial limits of the requesting party designated by the fire chief, or fire marshal, or their designee, or fire alarm operator/dispatcher of the requesting party. The responding party shall determine the advisability of sending equipment and personnel to the territorial limits of the requesting party and the judgment of the responding party shall be final in all respects.

3.2 Dispatch of Personnel and Equipment. The dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

- a. The amount and type of equipment and number of personnel sent by the responding party, subject to the discretion authorized below, shall be established by written protocol and agreed to by each of the fire chiefs of the participating cities. The alarm operator/dispatcher for each party shall receive a copy of such written protocol as agreed to by the fire chiefs. Provided however, the amount and type of equipment and the number of personnel to be furnished, if any, shall be at the sole discretion of the responding party.
- b. The requesting party shall be responsible for any fees, charges and wages for any equipment of personnel requested by the requesting party that is in addition to the equipment and personnel initially provided by the responding party.
- c. All equipment used by the responding party in carrying out this Agreement will, during the time response services are being performed, shall be owned by such responding party; and all personnel acting pursuant to the Agreement will, during the time response services are required, be paid personnel of the responding party or a member of an organized volunteer fire department.
- d. At all times while equipment and personnel of the responding party are traveling to, from, or within the territorial limits of the requesting party including geographical response area of the requesting party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, by the responding party. Such equipment and personnel shall, be deemed to be engaged in the performance of a governmental function of responding party when acting pursuant to this Agreement.

- e. The responding party shall report to the fire scene officer or to the designated representative of the requesting party in charge of the requesting party's forces at the location to which the personnel and/or equipment are to be dispatched and assist in emergency services.
- f. The responding party shall be released by the requesting party when the services of the responding party are no longer required or when the responding party determines that further assistance should not be provided.

3.3 Salary and Benefits. The personnel who are ordered by the official designated by a responding party to perform duties outside the territorial limits of that party pursuant to this Agreement, are entitled to the same wage, salary, pension, and all other compensation and rights, if any, for the performance of such duties, including injury or death benefits, and workers' compensation benefits, as though the services had been rendered for and within the territorial limits of the party where such personnel are regularly employed. Further, all medical expenses, wage and disability payments, pension payments, damage to equipment and clothing, and expenses of travel, food and lodging shall be paid by the party in which the employee in question is regularly employed.

3.4 Liability. In the event that any person performing duties subject to this Agreement shall be cited as a defendant to any State or Federal civil lawsuit arising out of such person's official actions while performing duties pursuant to the terms of this Agreement, such person shall be entitled to the same benefits and/or defenses that such person would be entitled to receive and/or assert had such a civil action arisen out of an official act within the scope of such person's employment as an employee of the party where regularly employed. The benefits described herein shall be provided by the party where the person is regularly employed. However, in the situations where the requesting party may be liable, in whole or in part, for the payment of damages, then the requesting party may intervene in such cause of action to protect its interests.

3.5 In order to assist each other in the process of automatic or requested mutual aid response planning, each party shall inform the other party of mutual aid agreements which each party has instituted with other municipalities, entities, counties, or other State agencies.

3.6 This Agreement is made for each respective party's fire department and/or fire investigative units as an automatic mutual aid agreement to be construed in conformity with the Disaster Act of 1975, Texas Government Code, Chapter 418, as amended.

3.7 The parties agree that the other party may equip their respective fire departments with radio equipment and/or frequencies that enable communication between units and/or stations of the agencies of the parties involved, and that its installation whether base, mobile, or portable does not insure the continuance of permission to have that capability. Each party agrees that radio channels belonging to another party will be used only in mutual aid situations, and not for traffic for daily operations of their respective agencies. The provisions of this section 3.7 may be terminated by sixty (60) days prior written notice to the other party without affecting any other provision of this Agreement or termination of the Agreement as a whole.

**ARTICLE IV
MISCELLANEOUS**

4.1 Assignment. This Agreement may not be assigned by any party hereto without the prior written unanimous consent of the other parties. No assignment, delegation of duties or subcontract under this Agreement shall be effective without prior written unanimous consent of all parties hereto.

4.2 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action arising as a result of this Agreement shall be in the state court of appropriate jurisdiction of Collin County, Texas.

4.3 Legal Construction. In the event that 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 the other provisions, and the Agreement shall be constructed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.

4.4 Amendment. This Agreement may be amended by the mutually written agreement of the parties.

4.5 Entire Amendment. This Agreement represents the entire Agreement among the parties respected by subject matter covered by this Agreement.

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

4.7 Current Revenues. All costs or expenses incurred by any party as a result of this Agreement shall be paid from the current revenues available to the Participating City.

4.8 Recitals. The recitals of this Agreement are incorporated herein.

4.9 Notice. Any notice required to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, or by hand delivered to the party at the address set forth below:

If intended for the Town Of Fairview:

Town Manager
Town of Fairview
500 S. State Hwy 5
Fairview, TX 75069

If intended for the City of Lucas:

City Administrator *Manager*
City of Lucas
151 Country Club Road
Lucas, TX 75002

If intended for the City of Parker:

City Administrator
City of Parker
5700 E. Parker Road
Parker, TX 75002

EXECUTED this 3 day of June, 2008.

TOWN OF FAIRVIEW, TEXAS

By: *Shirley A. Clark*
Mayor

ATTEST:

By: *Michelle Louis Swain*
Town Secretary

EXECUTED this 4 day of September, 2008.

CITY OF LUCAS, TEXAS

By: *Bill Lee*
Mayor

ATTEST:

By: Kathy Winzo
City Secretary



EXECUTED this 12th day of August, 2008.
Res 2008-229



CITY OF PARKER, TEXAS

By: [Signature]
Mayor

ATTEST:

By: Carrie A. Smith
City Secretary

Agenda Item No. 8

Attachment #6

**Agreement for Mutual Aid executed by the
City of Wylie on March 8, 2015**

STATE OF TEXAS

§
§
§

AGREEMENT FOR MUTUAL AID

COUNTY OF COLLIN

This Mutual Aid Agreement ("Agreement") is entered into by and between the City of Lucas, Texas ("Lucas") and the City of Wylie, Texas ("Wylie"), acting by and through their respective authorized officers.

RECITALS:

WHEREAS, the Parties desire to enter into this Agreement so that the equipment, facilities and trained personnel of each Party's fire department are available to respond to Emergencies in the other Party's Jurisdiction as provided for in this Agreement on an as-requested basis; and

WHEREAS, the Parties recognize that Mutual Aid has been provided in the past and have determined that it is in their best interests to create a plan to foster communication and the sharing of equipment, facilities and trained personnel in the event of an Emergency; and

WHEREAS, the governing bodies of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of an Emergency; and

WHEREAS, this Agreement is not intended to replace or modify the current Agreement for Mutual Aid in Disaster Assistance, as amended, between the Parties for Disaster or Civil Emergencies, and assistance under this Agreement shall be considered as "pre-planned" mutual aid response; and

WHEREAS, the Parties wish to make suitable arrangements to provide Mutual Aid in response to Emergencies and are so authorized and make this Agreement pursuant to Texas Government Code Chapter 791 ("Interlocal Cooperation Act");

NOW, THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Definitions

For purposes of this Agreement, the terms listed below will have the following meanings:

Agreement shall mean this Agreement for Mutual Aid, duly executed.

Designee shall mean the individual or individuals approved by the Fire Chief to act in his or her absence under this Agreement, including the following individuals: (i) Chief of Police; (ii) Incident Commander; (iii) City Manager or Assistant City Manager; or (iv) dispatcher or other member of the Requesting Party on behalf of one of the Designees.

Fire Chief shall mean the Fire Chief, or designee, of a Party.

Emergency shall mean any occurrence, or threat thereof, which results in substantial injury or harm to the population, or damage to or loss of property.

Jurisdiction shall mean the city limits and extraterritorial jurisdiction of either party.

Mutual Aid shall mean, but is not limited to, such resources as facilities, equipment, services, supplies, and personnel.

Party or Parties shall mean the local governmental entity that is a signatory to and has agreed to adopt this Agreement.

Responding Local Government Entity (Responding Party) means a local governmental entity providing mutual aid assistance in response to a request under this Agreement, *i.e.* furnishing equipment, supplies, facilities, services and/or personnel to the Requesting Party.

Requesting Local Government Entity (Requesting Party) shall mean a local governmental entity requesting mutual aid assistance under this Agreement for emergency work resulting from a fire, emergency, civil emergency or disaster within its legal jurisdiction.

Article II Term

This Agreement shall become effective as to each Party on the date of adoption as indicated on the signature pages for each Party and shall continue in force and remain binding on each Party for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one (1) year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of either Party terminates its participation in this Agreement pursuant to Article III of this Agreement.

Article III Termination

Either Party shall have the right to terminate this Agreement on ninety (90) days written notice to the other Party.

Article IV Activation of Agreement

4.1 This Agreement may be activated by the Fire Chief or designee of the Party having Jurisdiction after he or she determines that the Emergency is such that local capabilities are or are expected to be exceeded. The Parties' respective Fire and/or Emergency Medical

Service Units may be simultaneously dispatched for all types of Emergency calls that occur within either Parties' Jurisdiction.

4.2 The activation of this Agreement shall continue until the services of the Responding Party are no longer required or the Responding Party determines that its resources are needed within its own Jurisdiction and are officially recalled.

Article V Procedures for Requests and Provision of Mutual Aid

5.1 Methods of Requesting Mutual Aid. The Fire Chief or Designee of the Requesting Party may request Mutual Aid assistance under this Agreement by orally communicating a direct request for Mutual Aid to the Responding Party.

5.2 Criteria for Requesting Mutual Aid. Mutual Aid shall not be requested by a Party unless the request for Mutual Aid is directly related to the Emergency and resources available from the normal responding agencies are deemed to be inadequate, or are predicted to be expended prior to resolution of the Emergency. All requests for Mutual Aid must be transmitted by the Fire Chief or Designee of the Requesting Party.

5.3 Mutual Aid Service Functions. The types of Mutual Aid Emergency service functions that may be requested under this Agreement include fire and emergency medical services and any other services agreed on by the Parties in a memorandum of understanding.

5.4 Assessment of Availability of Resources and Ability to Render Assistance. When contacted by a Requesting Party for Mutual Aid under this Agreement, the Fire Chief or Designee of the Responding Party shall assess local resources to determine availability of personnel, equipment and other assistance based on current or anticipated needs. The Responding Party shall render assistance to the extent personnel, equipment and resources are deemed available. No Party shall be required to provide Mutual Aid unless it determines that it has sufficient resources to do so based on current or anticipated needs or events within its own Jurisdiction.

5.5 Supervision and Control. When providing assistance under the terms of this agreement, the personnel, equipment, and resources of any Responding Party will be under the operational control of the Requesting Party. These response operations shall be NIMS (National Incident Management System) compliant and as well as being organized and functioning within an Incident Command System (ICS), Unified Command System (UCS). Direct supervision and control of personnel, equipment and resources and personnel accountability shall remain with the designated supervisory personnel of the Responding Party. The designated supervisory personnel of the Responding Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Responding Party; and shall report work progress to the Requesting Party. The Responding Party's personnel and other resources shall remain subject to recall by the Responding Party at any time, subject to reasonable notice to the Requesting Party.

5.6 Communications. Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Responding Party and the Requesting Party. Responding Party personnel should be prepared to furnish their own communications equipment sufficient only to maintain communications among their respective operating units, if such is practicable.

5.7 Rights and Privileges. Personnel who are assigned, designated or ordered by proper authority to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the Jurisdiction where the personnel are regularly employed. Moreover, all medical expenses wage and disability payments, pension payments, damage to equipment and clothing shall be paid by the Party by which the employee in question is regularly employed.

5.8 Duration of Deployment. The Responding Party shall be released by the Requesting Party when the services of the Responding Party are no longer required or when the Fire Chief of the Responding Party determines, in his sole discretion, that further assistance should not be provided or on activation of the Texas Statewide Mutual Aid System.

5.9 Common Jurisdictional Boundaries. In areas where common jurisdictional boundaries exist, it is understood that accurate determination of Jurisdiction may not be possible upon receipt of the alarm. In such cases, it is deemed appropriate and in the best interest of the public for the entity receiving the alarm to dispatch its forces and render aid at the scene of the emergency until an accurate determinate of jurisdictional responsibility can be made and if outside the responding entity is properly relieved by the entity having jurisdiction. Under the conditions described in this Subsection, the terms and condition of this Agreement shall be in effect just as though a request for Mutual Aid had been initiated.

5.10 Costs. All costs associated with the provision of Mutual Aid, including but not limited compensation for personnel; operation and maintenance of equipment; damage to equipment; medical expenses; and food, lodging and transportation expenses shall be borne by the Responding Party for the first twelve (12) hours that assistance is provided. Thereafter, all costs associated with the provision of Mutual Aid, including but not limited to compensation for personnel; operation and maintenance of equipment; damage to equipment; medical expenses; and food, lodging and transportation expenses shall be paid for by the Responding Party and reimbursed by the Requesting Party at a reasonable and documented cost. Requests for reimbursement for reasonable and documented expenses must be submitted within ten (10) working days of the return of all personnel deployed under this Agreement. Such request shall identify with specificity each service, labor, or equipment provided and the unit and total costs associated with each. The Responding Party shall be responsible for creating and maintaining for a period of three (3) years a record of all costs incurred, both reimbursed and unreimbursed costs, in providing aid under this Agreement. Such costs and reimbursements shall be paid from current funds of the respective Party. Both Parties acknowledge that unreimbursable costs incurred will not be subject to reimbursement with any available federal funds.

Article VI Insurance

6.1 Worker's Compensation Coverage. Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

6.2 Automobile Liability Coverage. Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

6.3 Liability. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability, public official's liability, if applicable, or maintain a comparable self-insurance program.

6.4 Other Coverage. The Responding Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Requesting Party.

Article VII Waiver of Claims Against Parties; Immunity Retained

Except as specifically stated in this Agreement, each Party waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself or its officers, employees or agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

Article VIII Expending Funds

Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

Article IX Miscellaneous

9.1 Interlocal Cooperation Act. The Parties agree that Mutual Aid in the context contemplated herein is a "governmental function and service" and that the Parties are "local

governments” as that term is defined herein and in the Interlocal Cooperation Act, Texas Government Code Chapter 791.

9.2 Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

9.3 Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

9.4 Amendment. This Agreement may be amended only by the mutual written consent of the Parties.

9.5 Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

9.6 Notice. Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Fire Chief, and shall be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by facsimile (fax) transmission.

9.7 Warranty. The Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

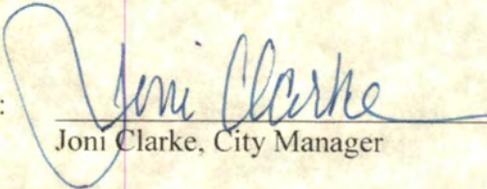
9.8 Governing Law and Venue. The laws of the State of Texas shall govern this Agreement. In the event of an Emergency physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency occurred. In the event of an Emergency physically occurring in more than one county that is a Party hereto, venue shall be determined in accordance with the Texas Civil Practice and Remedies Code.

9.9 Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

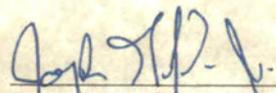
9.10 Entire Agreement. This Agreement contains all commitments and agreements of the Parties with respect to the Mutual Aid to be rendered hereunder during or in connection with an Emergency. No other oral or written commitments of the Parties with respect to Mutual Aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 9.4.

EXECUTED this 18th day of February, 2015.

City of Lucas, Texas

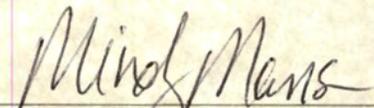
By: 
Joni Clarke, City Manager

Approved as to Form:

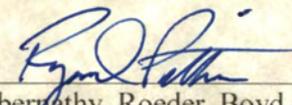
By: 
Joseph Gorfida Jr., City Attorney

EXECUTED this 8th day of MARCH, 2015.

City of Wylie, Texas

By: 
Mindy Manson, City Manager

Approved as to Form:

By: 
Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorneys

Agenda Item No. 8

Attachment #7

Minutes from the Regular City Council Meeting on April 20, 2023



City Councilmembers Present:

Mayor Jim Olk
Mayor Pro Tem Kathleen Peele
Councilmember Phil Lawrence (*video conference*)
Councilmember Tim Johnson
Councilmember David Keer
Councilmember Debbie Fisher

Councilmembers Absent:

Councilmember Tim Baney

City Staff Present:

City Manager Joni Clarke
Assistant City Manager Kent Souriyasak
Fire Chief Ted Stephens
Public Works Director Scott Holden
Finance Director Liz Exum
CIP Manager Patrick Hubbard
City Secretary Erin Day
Contract Engineer Joe Grajewski
City Attorney Courtney Morris
Deputy Daniel Gillespie

The regular City Council meeting was called to order at 5:30 pm.

Executive Agenda

Mayor Olk convened into Executive Session at 5:31 pm.

1. Executive Session:

As authorized by Section 551.074 of the Texas Government Code, the City Council may convene into closed Executive Session to interview applicants for a Planning and Zoning Commission opening. This meeting is closed to the public as provided in the Texas Government Code.

2. Reconvene from Executive Session and take any action necessary as a result of the Executive Session.

Mayor reconvened from Executive Session at 6:56 pm.

MOTION: A motion was made Mayor Pro Tem Peele, seconded by Councilmember Johnson, to:

- Appoint Frank Hise as Alternate 2 to the Planning and Zoning Commission for a term beginning May 18, 2023 and ending on December 31, 2024, effective upon the resignation of Chairman Dusty Kuykendall.
- Appoint James Foster from Alternate 1 to a voting member for a term beginning May 18, 2023 and ending on December 31, 2024.
- Appoint Chris Bierman from Alternate 2 to Alternate 1 for a term beginning May 18, 2023 and ending on December 31, 2023.

The motion passed unanimously by a 6 to 0 vote, with Councilmember Baney absent.

Citizen Input

3. Citizen Input

There were no members of the public wishing to address the City Council.

Community Interest

4. Items of Community Interest

Mayor Olk gave items of community interest including:

- Lucas Farmers Market
- Lucas Car Show
- Election Updates

Councilmember Fisher announced her theme for the historical display for the Farmers Market will be “Lucas Firsts”.

Mayor Pro Tem Peele spoke about how well the Founders Day Country Fair went and remarked about the large turnout of children. Mayor Pro Tem Peele and Councilmember Fisher thanked the staff for their work on the event.

Consent Agenda

5. Consent Agenda:

- Approval of Ordinance 2023-04-00977 amending the City’s Code of Ordinances, Appendix C titled “Fee Schedule”, Article 16.000 titled “Ambulance Service”, Section 16.100 titled “Ambulance Service”.**
- Approval of the minutes of the April 6, 2023 City Council meeting.**

MOTION: A motion was made Mayor Pro Tem Peele, seconded by Councilmember Johnson, to approve the consent agenda as presented. The motion passed unanimously by a 6 to 0 vote, with Councilmember Baney absent.

Regular Agenda

- Consider adopting Ordinance 2023-04-00978 approving mid-year budget adjustments for fiscal year beginning October 1, 2022 and ending September 30, 2023.**

Finance Director Liz Exum gave a presentation highlighting capital projects reallocated funds, revenue and expenditure amounts, reallocations by departments, and funds remaining in the general fund and water fund.

MOTION: A motion was made by Councilmember Lawrence, seconded by Councilmember Keer, to approve adopting Ordinance 2023-04-00978 approving mid-year budget adjustments for fiscal year beginning October 1, 2022 and ending September 30, 2023. The motion passed unanimously by a 6 to 0 vote, with Councilmember Baney absent.

7. **Consider capital project priorities and identify available funding.**

Assistant City Manager Kent Souriyasak gave a presentation highlighting the resources available for capital project funding and capital project categories of interest. City Manager Joni Clarke presented as well, explaining staff's recommendations for priority capital improvement projects, with the new water tower being the first priority. Ms. Clarke explained the need to begin some of the projects that will be funded by the American Rescue Plan Act (ARPA), since there is a deadline those funds have to be spent by.

Councilmember Fisher asked if the new water tower would go up where the old water tower is located. Ms. Clarke advised it would. Ms. Clarke advised JTG Engineering has given a proposal for the project and the cost is within the budget.

Ms. Clarke advised that the second priority is the West Lucas Road Reconstruction. Ms. Clarke explained the different options for the drainage and the street relocation. Mayor Olk advised he has been meeting with City staff and with the County Commissioners to explore alternatives for the reconstruction. Ms. Clarke presented a map of the area in question on West Lucas Road for the Council to look over and discuss.

Ms. Clarke discussed the third priority, vehicle purchase requests, including a new fire engine and three new law enforcement vehicles.

Mayor Pro Tem Peele asked what the criteria is that determines if a vehicle needs to be replaced. Ms. Clarke advised it is a combination of age, miles, repairs needed, and damage.

Councilmember Fisher asked if there was a cost estimate for how much the reconstruction of West Lucas Road would cost if the City completed the project on their own. Engineer Joe Grajewski explained that the total price would be approximately \$4.2 million, and if drainage was included the price would go up to \$11.4 million. Councilmember Johnson asked if that price would include complete repaving. Mr. Grajewski explained that the road would be broken up and recompact to two inches and then two inches of asphalt would be laid.

Mayor Olk indicated he is in favor of moving forward with the water tower and the emergency vehicles, but opined that the West Lucas Road Reconstruction Project should wait until a better plan is formed.

Councilmember Lawrence asked why there was a need for a new engine. Chief Stephens explained the mileage on the old engine is relatively low, but the age and reliability is an issue, and if the new engine is already in use or is being repaired, we would be without an additional engine if the old one was taken out of service.

MOTION: A motion was made by Mayor Olk, seconded by Councilmember Lawrence, to approve moving forward with the construction of a new water tower and the purchase of a new fire engine and three new law enforcement vehicles as capital projects, and to authorize the City Manager to enter into an agreement with JTG Engineering to begin designing the water tower. The motion passed unanimously by a 6 to 0 vote, with Councilmember Baney absent.

8. **Discuss the provision of Fire and Emergency Medical Services to mutual aid cities and Collin County via mutual aid agreements and provide guidance to the City Manager.**

Councilmember Fisher advised she asked staff to provide the mutual aid agreements the City of Lucas has with neighboring entities because she is concerned about the amount of area that the City is being required to cover, the distance the City's ambulances are driving, and the wear and tear on the vehicles. Councilmember Fisher advised her concern is the distance Lucas' ambulances are having to go to provide medical services to non-Lucas residents. Mayor Pro Tem Peele agreed and indicated her concern is that the county does not have enough ambulances to cover their needs and relies too heavily on the cities to provide backup service.

Mayor Olk pointed out that Lucas has responded approximately 100 times in the last four years, and Branch has only come to Lucas about 10 times. Councilmember Johnson asked if Lucas is the first call out for Branch. Chief Stephens responded that the closest available ambulance would get called first, no matter the city.

Councilmember Lawrence indicated the amount of availability of ambulances is really based on the hospitals and the turnaround time it takes to get an ambulance released after dropping off a patient. Mayor Pro Tem Peele opined that the county is underserving their residents by not having enough ambulances to service the area.

Chief Stephens advised it would not be ideal to get out of a mutual aid agreement with the county because it could potentially be ostracizing one city out of a district. Ms. Clarke advised there are agreements with individual cities that are beneficial. Mayor Pro Tem Peele advised that she is specifically talking about getting out of the agreement with the county, not other cities, and she feels that by the county allowing large municipal utility districts (MUDs) to be built, they are placing more of a burden on the surrounding cities to provide emergency services to a larger population. Chief Stephens advised there is not a mutual aid agreement with Allen, but there are agreements with Wylie, Fairview, and Parker.

Councilmember Fisher asked if there has been any discussion at the county level about getting more ambulances. Chief Stephens advised there have been some discussions, and that it is brought up often. Councilmember Fisher asked if the other cities are being impacted as much. Chief Stephens advised McKinney and Fairview likely are, but that he does not have specific information on that.

Councilmember Johnson asked if within our mutual aid agreement, if the City can add that Lucas will not respond to Branch. City Attorney Courtney Morris advised she would have to look over the agreement, but that the City could likely not refuse to go to Branch.

Chief Stephens indicated the benefits of the mutual aid agreement, including that it allows the new firefighters to experience situations that would normally not occur in a city like Lucas, it allows fire administration to evaluate the capabilities of other agencies that might respond to Lucas, and that it allows the fire department to prove their skills to other surrounding departments.

Councilmember Lawrence asked if the City has gone without medical services because they were out of town. Ms. Clarke advised that another issue is that our residents are being billed by outside agencies based on their policy when our ambulance is not able to respond. Councilmember Lawrence asked if reciprocity agreements are being worked on to solve that issue. Ms. Clarke advised that they are. Chief Stephens advised there has only been one occurrence when our ambulance was in Princeton and a Lucas resident had to be picked up by an outside agency.

Charles Corporon, 6 Glencove Circle, spoke asking if there is a required number of ambulances per number of residents in a city. Chief Stephens advised it is based on number of responses and that it is a Council decision on how many ambulances to have.

Councilmember Fisher asked to be provided with response times for medical calls. Chief Stephens advised he would get that information to her.

Mayor Olk indicated there needs to be a discussion with the county regarding their need of more ambulances. Councilmember Fisher agreed and recommended that a conversation with County Judge Hill and a responsive County Commissioner be had prior to speaking before the Commissioner's Court. Mayor Olk advised he will make arrangements for these conversations to take place.

MOTION: There was no motion needed for this item.

9. **Consider the 88th Legislative Session and discuss any proposed bill or significant resolution that may have an impact on the City of Lucas and provide guidance to the City Attorney and City Manager.**

City Attorney Courtney Morris gave an update on the movement of relevant bills in the legislative session.

MOTION: There was no motion needed for this item.

10. **Adjournment.**

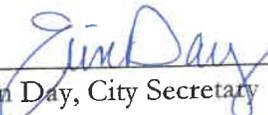
MOTION: A motion was made by Councilmember Johnson, seconded by Councilmember Lawrence, to adjourn the meeting at 9:01 pm. The motion passed unanimously by a 6 to 0 vote, with Councilmember Baney absent.

APPROVED:



Mayor Jim Olk

ATTEST:



Erin Day, City Secretary



Agenda Item No. 8

Attachment #8

EMS Units in Neighboring Cities

ORGANIZATION	APPROXIMATE POPULATION SERVED	NUMBER OF STAFFED AMBULANCES			COMMENTS
		24 HOUR	12 HOUR	CROSS STAFFED	
Allen	120,000	4			FY 23-24 budget request for a 5th ambulance
Collin County American Medical Response (AMR)	98,000	3	1		4th quarter 2023 begins new contract, with Princeton Fire being the administrator. It adds a 4th ambulance in 2023 and potentially a 5th in 2024.
Fairview	11,000	1			Does not have any population in the county
Lucas	9,100*	1		1 - with Lucas Engine	*Does not include Seis Lagos or Trinity Park
McKinney	212,000	7			
Southeast Collin County EMS Coalition	75,000	3		1- with Wylie Engine	Serves Wylie, Parker, Lavon

Agenda Item No. 8

Attachment #9

**Agreement for Ambulance Services executed between
Collin County and AMR (American Medical Response Ambulance Service,
Inc.) on September 25, 2018**

AMBULANCE SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as "County", and American Medical Response Ambulance Service, Inc. hereinafter referred to as "AMR", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the County desires to engage the services of AMR to provide 911 Emergency with Mobile Intensive Care Units (MICU) Ambulance Service for the Northern and Eastern Coalitions of Collin County, hereinafter referred to as the "Project"; and

WHEREAS, the County issued RFP No. 2018-139 Emergency Medical, Ambulance Service on February 6, 2018 and received a proposal response from AMR on March 15, 2018, AMR's response to questions dated May 16, 2018 and AMR's best and final pricing response with three and one-half ambulances dated June 29, 2018; and

WHEREAS, AMR can provide specialized services, not available to the County through its present staff of employees; and

WHEREAS, AMR desires to render such services for the County upon the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of AMR

1.1 The County hereby agrees to retain AMR to perform services in connection with the Project; AMR agrees to perform such services in accordance with the terms and conditions of this Agreement, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

II. Scope of Services

2.1 The parties agree that AMR shall perform such services as are set forth herein and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. Work for each year shall be preceded by a Purchase Order issued by County. The parties understand and agree that deviations or modifications in the form of written amendments may be authorized from time to time by the County.

III. Schedule of Services

3.1 AMR agrees to commence its services immediately upon execution of this Agreement, or as otherwise directed in writing by the County, and to proceed diligently with said services as described in the Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

4.1 The parties agree that AMR shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "C" and thereby made a part of this Agreement. Payment will be made in accordance with The Texas Government Code, Title 10, Subtitle F, Chapter 2251.

4.2 A price re-determination may be considered by Collin County only at the anniversary date (November 1st of each year) of the contract. All requests for price re-determination shall be in written form, shall be submitted on or before April 1st of each year and shall include supporting documentation. Requests for price re-determination shall be based on the percentage increase for the previous twelve (12) month period in the medical component of the Consumer Price Index (CPI) (calculated to the next 1/19th of (1%) of the South region for All Urban Consumers) as published by the United State Department of Labor. For purposes of this contract, the Medical CPI shall not exceed an annual increase of 3.0%. In order to receive consideration for a price redetermination, AMR must be in good standing, meet the minimum requirements of contract and be performing above the 85% of response times.

4.3 The County reserves the right to renegotiate the annual subsidy defined in Exhibit "C" in the event there are modifications to the participating parties within the Northern and Eastern Coalitions or unincorporated areas of Collin County.

V. Performance Bond

5.1 Before the effective date of this contract, AMR shall furnish a performance bond in the amount of \$500,000 to be in effect the term of the contract. Security shall be in the form of a performance bond issued by a bonding company, appropriately licensed and acceptable to Collin County.

VI. Information to be provided by the County

6.1 The County agrees to furnish to AMR, prior to AMR's commencement of its services, all that information set forth and described on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

VII. Progress Meetings

7.1 AMR agrees to attend quarterly meetings scheduled with the County and other meetings as may be required, related to the "Project" and scheduled by the EMS Coordinator. AMR shall, at such meetings, outline work accomplished and special problems encountered in connection with the Project during the previous report period, as well as planned work activities and special problems anticipated for the next report period.

VIII. Insurance

8.1 AMR agrees to meet all insurance requirements as set forth on Exhibit "E" which is attached hereto and thereby made a part of this Agreement.

IX. Indemnity

9.1 AMR agrees to the fullest extent permitted by law, to indemnify and hold harmless the County and its officers, agents and employees of and from damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable AMR's fees and expenses, arising out of or occasioned by AMR's breach of any of the terms or provisions of this Agreement, or by any other negligent act, error or omission of AMR, its agents, servants, employees, subcontractor's, licensees, invitees, or any other persons or entities for whose acts AMR is legally liable.

X. Independent AMR

10.1 In the performance of services hereunder, AMR shall be deemed an independent contractor and shall not, with respect to its acts or omissions, be deemed an agent, subcontractor or employee of the County.

XI. Assignment and Subletting

11.1 AMR agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the County. AMR further agrees that the assignment or subletting of any portion or feature of the services required in the performance of this Agreement shall not relieve AMR from its full obligations to the County as provided by this Agreement.

XII. Audits and Records/Prohibited Interest

12.1 AMR agrees that at any time during normal business hours, and as often as County may deem necessary, AMR shall make available to representatives of the County for examination all of its records with respect to all matters covered by the resulting contract, and will permit such representatives of the County to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by the resulting contract, all for a period of three (3) years from the date of termination or expiration of contract or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.

12.2 AMR acknowledges to the County that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest with the County.

XIII. Contract Termination

13.1 The parties agree that each party shall have the right to terminate this Agreement without cause upon one hundred twenty (120) days written notice to the other party. Regardless of which party initiates termination, AMR shall be entitled to compensation for any and all services completed to the satisfaction of County in accordance with the provisions of this Agreement prior to termination.

13.2 The parties agree that the County shall have the right to terminate the contract immediately if AMR does not meet the requirements as stated in Section 14 of Exhibit A.

13.3 Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any

extension thereof, it shall be incumbent upon AMR to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.

XIV. Complete Contract

14.1 This Agreement, including the exhibits hereto numbered "A" through "E" and Attachments "A" through "C", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by the County and AMR.

14.2 Warranties contained in this Agreement are in addition to and not in lieu of, any and all other liability imposed upon AMR by law with respect to AMR's duties, obligations, and performance hereunder. AMR's liability hereunder shall survive the County's final acceptance and payment for the Project. All representations and warranties set forth in this Agreement, including without limitation, this paragraph, shall survive the final completion of the Work or earlier termination of this Agreement. AMR acknowledges that the County is relying upon AMR's skill and experience in performing the services pursuant to this Agreement.

14.3 The parties agree that the following documents shall be incorporated into the Agreement as the following Attachments: Attachment A, Collin County issued RFP No. 2018-139 Emergency Medical, Ambulance Service on February 6, 2018 and Attachment B, AMR response to RFP No. 2018-139 Emergency Medical, Ambulance Service on March 15, 2018 and Attachment C, AMR's Best and Final offer dated June 29, 2018.

14.4 In the event of a conflict among the contract documents that comprise the Agreement, the order of precedence shall be as follows: (1) this Ambulance Services Agreement and attached Exhibits, (2) Attachment C, AMR's Best and Final offer dated June 29, 2018, (3) Attachment B, AMR response to RFP No. 2018-139 Emergency Medical, Ambulance Service, and (4) Attachment A, Collin County issued RFP No. 2018-139 Emergency Medical, Ambulance Service on February 6, 2018.

XIV. Mailing of Notices

15.1 Unless instructed otherwise in writing, AMR agrees that all notices or communications to the County permitted or required under this Agreement shall be addressed to the County at the following address:

Collin County
Attn: Purchasing Department
2300 Bloomdale, Suite 3160
McKinney, TX 75071

County agrees that all notices or communications to AMR permitted or required under this Agreement shall be addressed to AMR at the following address:

American Medical Response Ambulance Service, Inc.
4355 Beltwood Parkway North, Farmers Branch, TX 75244
With a Mandatory Copy to:
Legal Department

American Medical Response, Inc.
6363 Fiddlers Green Circle
14th Floor
Greenwood, CO 80111

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the date such notice or communication is posted by the sending party.

XVI. Miscellaneous

16.1. Paragraph Headings

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

16.2. Interpret Contract Fairly

Although this Agreement is drafted by County, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorable for either party.

16.3. Venue/Governing Law

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. The venue for any litigation related to this Agreement shall be in Collin County, Texas.

16.4. Parties Bound

County and AMR, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

16.5. Severability

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect.

16.6. Effective Date

This Agreement shall be effective on November 1, 2018.

16.7. Term of Agreement

The term of this Agreement shall conform to the schedule as stipulated in Exhibit "B" attached herein. No other extension shall be authorized unless granted by written agreement between the County and AMR.

16.8. Observe and Comply

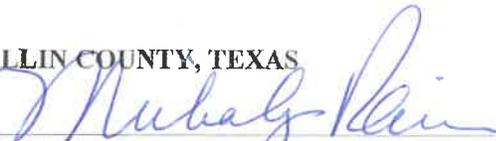
AMR shall at all times observe and comply with all federal and State laws and regulations and with all County rules and procedures which in any way affect this Agreement and the work hereunder, and shall

observe and comply with all orders, laws, ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. AMR agrees to defend, indemnify and hold harmless County and all of its officers, agents, and employees from and against all claims or liability arising out of the violation of any such order, law, ordinance, or regulation, whether it be by itself or its employees.

WITNESS OUR HANDS AND SEALS on the date indicated below.

Date: 9/25/18

COLLIN COUNTY, TEXAS

By: 
Michalyn Rains, CPPQ, CPPB
Purchasing Agent
Court Order No. 2018-727-09-10

Date: 8/21/2018

AMERICAN MEDICAL RESPONSE SERVICE, INC.

By: 
Title: CEO & President

ACKNOWLEDGMENT

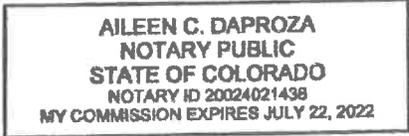
STATE OF COLORADO }
 }
COUNTY OF ARAPAHOE }

BEFORE ME, Aileen C. Daproza on this day personally appeared Edward B. Van Horne, of American Medical Response Ambulance, Inc., a Delaware Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of the corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21st day of August, 2018.

[Signature]
Notary Public, State of Colorado

Aileen C. Daproza
Printed Name



My Commission expires on the 22nd day of July, 2022.

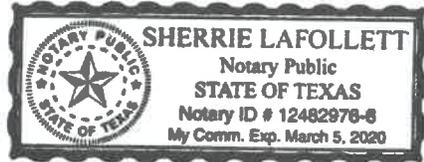
STATE OF TEXAS }
 }
COUNTY OF COLLIN }

BEFORE ME, Sherrie LaFollett on this day personally appeared Michalyn Rains of COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of COLLIN COUNTY, TEXAS, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26 day of September, 2018.

[Signature]
Notary Public, State of Texas

Sherrie LaFollett
Printed Name



My Commission expires on the 5 day of March, 2020

EXHIBIT "A"
SCOPE OF SERVICES

Collin County has the statutory and constitutional duty and responsibility to provide 911 Emergency Services to the unincorporated areas of Collin County (Collin County Fire District). In addition, Collin County has created the Northern and Eastern Coalitions and has entered into Interlocal Agreements with the following cities to provide services to the incorporated areas in the following fire districts Anna (ANFD), Blue Ridge (BLFD), Farmersville (FVFD), Josephine (JOFD), Lowry Crossing (LCFD), Melissa (MSFD), Nevada (NVFD), Princeton (PNFD), Westminster (WMFD), and Weston (WEFD). Collin County is also responsible for all of the unincorporated areas in the above fire districts and the Royse City Fire District (RSFD) and Branch Fire District (BRFD). Please note the City of Lavon is included in the Nevada Fire District (NVFD), but the City of Lavon is not currently in the Northern or Eastern Coalition.

1. GENERAL DUTIES

1.1 AMR shall maintain compliance with the Texas Administrative Code, Chapter 157 Emergency Medical Care.

1.2 AMR shall provide and pay for all administration, insurance, professional expertise, labor, materials, vehicles, and equipment necessary to respond to all emergency and non-emergency calls referred to AMR by the County.

1.3 AMR will be responsible for supplying vehicles, equipment and supplies, and radios that meet or exceed standards for inter-operable communications with the Collin County Emergency Services / E-911 Division.

1.4 All vehicles shall be equipped with a compatible transponder to be tracked by AMR dispatch. All vehicles and equipment shall be fully operational when placed in service initially and throughout the term of the contract for response to public needs.

1.5 AMR shall furnish all manpower and supervision for the operation of a centralized dispatch center. AMR shall provide sufficient certified personnel in the dispatch center at all times to allow prompt answering of all requests for emergency service.

1.6 AMR shall apply for, secure, and renew all licenses, permits, certificates or similar government approvals which are or may be required by applicable law. AMR shall provide copies of all licenses to the EMS Coordinator.

1.7 AMR shall accept assignment of Medicare benefits as payment and shall not bill Medicare beneficiaries for any additional amount except as permitted by the Medicare Guidelines for the acceptance of assignment.

1.8 AMR shall make emergency services (as defined by NFPA standards) available to all persons within the service area defined in the Contract.

1.9 AMR shall provide a standby ambulance and emergency medical personnel for standby upon request of the County EMS Coordinator, County Sheriff, Fire Chief's or Chiefs of Police of any municipality, at no additional charge to the County, when there is reason to believe a life threatening public emergency presently exists or is imminent in the County or in the jurisdictions of the municipalities participating in the contract, which includes standing-by at fire, rescue and hazardous materials response incidents.

1.10 Subject to AMR's reasonable policies and procedures regarding same, AMR shall permit observers from the public safety departments of the County. AMR's policies and procedures may address, among other things, the requirement of written waiver and indemnity agreements, dress codes, conduct codes and the like.

1.11 AMR shall comply with all the County Emergency Operations Plans, or successor plans adopted and approved by the Collin County whenever the provisions of such plan or plans are in effect. AMR will participate in the Collin County Local Emergency Planning Committee.

1.12 AMR further agrees to participate in required community disaster drills, as directed by Collin County and within AMR's resources and guidelines for such activities.

1.13 AMR may not offer incentives, by way of additional salaries or wages, or compensated leave of absence, to employees based upon the number of procedures performed or based upon mileage for the provision of ambulance transportation.

1.14 AMR will maintain a minimum of three (3) full time (24 hours/7 days a week) MICU level ambulances and one (1) 12 hour MICU level ambulance (deployed from 11:00 a.m. - 11:00 p.m.). Each MICU level ambulance shall be staffed at a minimum with one (1) AMR paramedic per unit and one (1) AMR EMT per unit. Staffing shall be DSHS compliant. AMR shall provide one (1) full time field supervisor and an on-call supervisor for the remaining hours, to service calls for the County 24 hours per day.

1.15 AMR will provide a response time per Attachment 1 - Response Times stated within RFP 2018-139, Emergency Medical Ambulance Service.

2.0 TRANSPORT

2.1 AMR shall provide emergency medical treatment and transportation from the scene to the closest appropriate health facility, based upon the chief complaint/illness/injury. AMR will utilize North Central Texas Trauma Regional Advisory Council (NCTTRAC) guidelines for appropriate destination determination. Patients have the right to request transport to a particular facility within the County, however it is the responsibility of AMR's staff to communicate to the patient if their requested destination is not the closest, most appropriate facility to treat their condition. In addition the selected Offeror will transport Sheriff's Office and local area Police Department (PD), Fire/Rescue, and personnel who are injured in the line of duty at no additional charge.

3.0 COMMUNICATIONS EQUIPMENT

3.1 AMR shall supply and maintain fully operational vehicle and portable radios as required for it to perform hereunder. All radios shall operate on frequencies used by the County and participating cities.

3.2 The County currently operates a Motorola SmartNet 800 Mhz analog radio system. We are currently installing a Phase II Astro 25 Motorola Radio System (700 Mhz). All radio used on the County new radio system are required to be Phase II (TDMA). Programming for the radios will only be approved through County authorized programmers. AMR and Collin County will mutually agree on radio protocols.

3.3 Any vehicle that responds to a call in Collin County shall have the ability to communicate directly with coalition agencies.

4.0 NOTIFICATION

4.1 The EMS Coordinator shall be notified immediately whenever the following occurs: mass casualty incidents; or motor vehicle accident involving an AMR operated ambulance.

4.2 The EMS Coordinator shall be notified immediately, within four (4) hours, whenever the following occurs:

4.2.1 The employment of any person involved in the delivery of services related to the subject of the contract and the notification shall provide necessary certification numbers;

4.2.2 The separation/termination or the employee status change of any of AMR's employees involved in the delivery of services related to the contract; and

4.2.3 A change in AMR's management or supervisory structure.

5.0 AVAILABLE AMBULANCES

5.1 AMR shall provide the number of ambulances stated in section 1.14.

5.2 When an ambulance is to be taken out of service for preventative or routine maintenance, another ambulance shall be put in place of the ambulance being taken out of service, until such time as the other ambulance is returned to service.

6.0 RESPONSE TIME

6.1 As used herein, the term emergency request shall include any response by AMR under the contract on an emergency service request received by AMR from Collin County Dispatch or a call received directly from the public within the service area.

6.2 Response to emergency requests shall be determined the moment AMR's ambulance is notified of the emergency service request. AMR has a duty to immediately notify Collin County Dispatch of the current location that AMR is located when service request is received.

6.3 If, in each monthly period, AMR fails to respond to emergency requests in accordance with the times stated in section 14, it shall be assessed penalties set forth in this contract.

6.4 Response time shall end the moment the responding unit arrives upon the scene.

6.5 For purposes of determining AMR's compliance with the response time standards as set forth in this RFP, and for calculating assessments, every emergency request for ambulance service shall be counted except as follows:

6.5.1 Requests during a disaster, locally or in a neighboring jurisdiction that an AMR's ambulance is dispatched too.

6.5.2 An inclement weather condition exists.

6.5.3 The response for an emergency request may also be excluded when the EMS Coordinator there is other good cause for an exception.

7.0 AMBULANCE SPECIFICATIONS

7.1 All ambulances used for emergency patient transportation shall be in good working condition, physical appearance, operational and mechanical for the patients and crew members. This shall remain in effect unless otherwise approved in writing by the County and the EMS Coordinator.

7.2 Each ambulance used in the emergency transportation of patients shall be equipped with all items required by Texas Administrative Code 157, Emergency Medical Care and NFPA vehicle standards 1901.

7.3 Equipment shall be available to allow ambulances to travel in inclement weather conditions, including snow or ice.

7.4 Each ambulance shall permanently display its name or other suitable corporate identification or logo on the outside of the vehicle along with the vehicle DSHS license number. AMR shall also display Collin County logo in accordance with logo guidelines as approved by Collin County Commissioners' Court.

7.5 Any ambulance used by AMR for transporting patients shall conform to all standards as promulgated and defined by the EMS Medical Director, and all rules and regulations promulgated and set forth in any state and local ordinance.

7.6 Effective November 1, 2018 all ambulances shall meet the requirements of this section.

8.0 PERSONNEL

8.1 AMR should attempt to employ EMT's, Paramedics and clerical staff with local knowledge and experience. All reasonable efforts to employ Paramedics and EMT's with experience, knowledge and history of the Collin County area should be considered first. This is critical for the working relationship with all volunteer fire and rescue departments and county citizens of the familiar faces in the community.

8.2 The parties understand that the EMS System requires professional and courteous conduct at all times from AMR's field personnel, middle management, and top executives. AMR shall employ highly trained paramedics, EMT's, and support staff to provide patient care and to operate AMR's vehicles and equipment.

8.3 Each EMT and paramedic shall be physically capable of performing the tasks assigned by AMR, shall be clean in dress and person, and shall display their name and certification in an appropriate manner visible to the patient. Any of AMR's employees who operate under the contract shall conform to AMR's dress code which shall conform to DSHS guidelines (on shirt or uniform, polo shirt or uniform shirt).

8.4 The parties understand that training and educational requirements change from time to time for EMT's and Paramedics as new protocols and medical treatments are approved by the EMS Medical Director. The cost of such training or education shall be the sole responsibility of AMR.

8.5 AMR shall utilize reasonable work schedules and shift assignments that allow personnel to work no more than 36 consecutive hours followed by a minimum of 12 hours off-duty. AMR shall provide working conditions that assist in attracting and retaining highly qualified personnel.

8.6 AMR shall utilize management practices that ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are not exhausted to an extent that might impair judgment or motor skills.

8.7 AMR shall offer to its employees a compensation and benefits package designed to attract and retain highly qualified field personnel and clerical personnel. Salary and benefits should be comparable to the same positions in the industry and surrounding counties. AMR shall have in place a third party independent testing program for random drug screening of all personnel providing response under the contract. Further, AMR will transport to a facility for testing any employee suspected to be using or under the influence of drugs or alcohol or other intoxicant, or have an agent of a testing facility come to the location of the

employee to obtain a necessary sample. Any employee suspected of being under the influence of any drug or intoxicating substance will be relieved of duty until there is clinical proof to the contrary.

8.8 AMR shall have a Standard Operations Manual (SOP) that describes how complaints regarding level of care, response or employee action or inaction are handled. This SOP will be given to the EMS coordinator at beginning of contract.

8.9 Should complaints arise which are directed at level of care, response or employee action or inaction, such complaints from the EMS Coordinator shall be answered within 48 hours to include actions taken, including disciplinary action and other corrective measures.

8.10 It shall be of the utmost importance that employees of AMR strive to gain proficient knowledge of the streets and highways in the coverage areas in order to choose the quickest, most direct route to the scene of an emergency.

8.11 AMR shall provide a mechanism or approved method for monitoring driver performance for all ambulances providing service under the contract. The County is to be provided with reports on driver performance as requested by the EMS Coordinator.

8.12 All Contract personnel shall be trained and receive certification as current level NIMS (National Incident Management System) compliant.

8.13 AMR will have staff available and a toll free phone number, capable of discussing and resolving billing questions.

9.0 QUALITY IMPROVEMENT & MITIGATION PROGRAMS

9.1 AMR shall develop and have in place a comprehensive quality improvement program for the EMS System and provide a copy of such program and implementation to the EMS Coordinator prior to commencement of the contract. This should also address a weather mitigation plan, to maximize response times, and decrease injuries when threatening weather is approaching.

10.0 FIRST RESPONDERS

10.1 The fire departments within the service area have, on a limited basis, first responder programs in place. AMR shall cooperate and coordinate its activities and services with the first responder's services, the primary goal being to enhance patient care through mutual cooperation. AMR shall provide an exchange of disposable medical supplies used by the fire departments at no charge. These items include: medical supplies, pharmaceuticals within provider formulary (no narcotics), and oxygen.

10.2 The first certified registered responding agency on the scene shall have primary responsibility for patient care until such time as care is turned over to AMR. The highest

ranking fire department officer on the scene shall have scene control as Incident Commander.

10.3 AMR shall be responsible for providing first responder education. Monthly continuing education (CE) credits shall be offered monthly, at times that are convenient (i.e. evenings/weekends) to the first responders. The CE's should be offered multiple times during a monthly period and at different locations.

11.0 PERFORMANCE BASED CONTRACT

11.1 This is a performance based contract. Penalties will be assessed for failures to achieve minimum standards set forth in the Contract. AMR shall provide the highest levels of performance and reliability, and the mere demonstration of effort, even diligent and well intentioned effort, shall not substitute for performance results. Specifically:

11.1.1 Ambulance response times shall meet the response requirements set forth in the RFP.

11.1.2 AMR will be responsible for dispatch of ambulances under this contract.

11.1.3 Every ambulance unit shall at all times be equipped and staffed to operate at the paramedic level, on all calls received under the contract.

11.1.4 Clinical performance shall be consistent with approved medical standards and guidelines set forth by the State of Texas.

11.1.5 The conduct of personnel shall be professional and courteous at all times.

11.1.6 There shall be an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system.

11.1.7 Clinical and response time performance shall be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action as set out in section 14.

11.1.8 This is not a level-of-effort contract. If AMR fails to perform AMR shall be promptly replaced, because human lives, and not merely inconvenience or money, are at stake.

12.0 USE OWN EXPERTISE AND JUDGMENT

12.1 AMR is specifically advised to use its own best expertise and professional judgment in deciding upon the methods to be employed to achieve and maintain the high performance required under the contract. By “methods”, the County means compensation programs, shift schedules, personnel policies, supervisory structures, fluid vehicle deployment techniques, and other internal matters which, taken together, comprise each AMR’s own strategies and tactics for getting the job done.

12.2 The County hopes to promote innovation, efficiency, and superior levels of high performance.

13.0 PERFORMANCE REVIEW

13.1 The County EMS Coordinator shall conduct a monthly evaluation of the performance of AMR for the first six (6) months of contract and quarterly thereafter utilizing criteria the County determines to be relevant. In addition, the County may conduct intermittent evaluations at such times specified by the county. This will include but not be limited to issues of mere compliance with the terms of the contract.

13.2 AMR’s performance should exceed the minimum requirements of the contract.

14.0 RESPONSE DAMAGES

14.1 In each monthly period (beginning on the first day of each month), not less than one hundred percent (100%) of AMR’s response to emergency requests shall be performed as set forth in the RFP.

14.2 Failure of AMR to meet response time requirements may result in a deduction from the operating subsidy or an assessment of fees (collected quarterly) based on the following:

14.2.1 Response time is determined per Attachment 1 - Response Times stated within the RFP 2018-139, Emergency Medical Ambulance Service.

14.2.2 The table below shows deduction/assessment of fees per monthly period (deduction/penalties are cumulative):

- 85-100% MICU responses – No assessment
- 80-84% MICU responses - \$1,000 assessment per call
- 79% or less MICU responses - \$2,000 assessment per call plus AMR will be put on probation for a period of three (3) months

14.2.3 AMR will provide the response time report, including exceptions, to the EMS Coordinator by close of business on the 10th day of the following month. EMS Coordinator will review and respond by close of business of the 21st day with the

final determination of exceptions. If AMR does not meet the 85% response time or greater in the monthly period, AMR will be placed on probation. The County will notify AMR by the end of the following month when/if they are placed on probation.

14.2.4 If AMR is put on probation, AMR will be required to submit a written plan to the EMS Coordinator within ten (10) days of being notified of Probation. This plan will detail how AMR intends remove itself from probation. In order to be removed from Probation, AMR will need to achieve 85% or better for the next three (3) months. If AMR does not meet the criteria to be removed from probation within three (3) months, the County reserves the right to immediately terminate the contract.

15.0 REPORTING

15.1 At a minimum AMR will provide the following reports.

15.1.1 Each month a response time exception report will be submitted to the County EMS coordinator by close of business on the 10th of each following month.

15.1.2 Driver performance reports will be provided as requested.

15.1.3 Monthly performance statistic reports, to include any clinical performance issues (i.e. IV attempts, IV success rate, etc.)

15.1.4 The EMS Coordinator shall be given access to create reports as needed.

16.0 MUTUAL AID

16.1 AMR shall negotiate and utilize mutual aid agreements with neighboring providers, and may utilize services furnished by such neighboring providers toward fulfillment of the requirements under this agreement, provided the following conditions are met:

16.1.1 Mutual aid agreements with the neighboring provider must be reciprocal and fair to both jurisdictions;

16.1.2 Services rendered by the neighboring provider must be substantially medically equivalent to the level of care required of AMR under this Agreement, and must be approved as "substantially medically equivalent" by the and Collin County; however, on-board equipment requirements, training requirements and medical protocols of the neighboring provider need not be identical to those employed by AMR under this procurement;

16.1.3 The neighboring provider and its personnel must be willing to cooperate with and participate in any medical audit requested by the EMS

Coordinator involving ambulance runs with which the neighboring provider was medically involved;

16.1.4 Provision must be made to allow for direct radio contact between the neighboring provider's ambulances and this system's Dispatch Center, to effect reliable coordination, and to allow accurate documentation of response times; where digital data transmission is normally used to record unit arrival times, voice notification by the approved mutual aid provider shall be sufficient for documentation purposes; and

16.1.5 While provisions for compensation between the neighboring providers are not required, should any compensation to the neighboring provider be agreed to, it shall be entirely the responsibility of AMR to make such compensation payments to the neighboring provider.

16.2 Transfer of patients by Emergency air ambulance shall be covered by mutual-aid agreements. Additionally, any transfer of patients by an approved air ambulance service from the service area under emergency conditions shall constitute an exemption from the transfer rights granted in this contract.

16.3 Additionally, other specialized emergency medical services, i.e., neo-natal and related emergency-level services shall also be exempt. Determination of exempt status shall be subject to the EMS Advisory Board review and approval by Collin County if a dispute or conflict in interpretation arises.

16.4 AMR shall provide Collin County with copies of any and all mutual aid agreements entered into with regard to the service area so as to be included in Collin County's Emergency Operations Plan.

17.0 MEDICAL CONTROL

17.1 AMR shall ensure the continuous and reliable availability of qualified physician medical control contact with the field paramedics. It is the responsibility of AMR to ensure rapid and reliable access to emergency physicians who are fully knowledgeable of the local paramedic personnel, local medical protocols, local on-board equipment and supplies, local patient assessment procedures, local communications procedures, and local medical audit processes. Any deficiency in this regard shall be reported to EMS Coordinator immediately.

17.2 The designated Medical Director may serve as AMR's "Medical Director" for purposes of state requirements for paramedic provider organizations, and for purposes of authorized purchasing of controlled drugs and other controlled supplies, as well as for issuing and signing such written standing orders as may be reviewed from time to time and approved, if appropriate, by the EMS Advisory Board. Any cancellation in medical control shall render contract void.

17.3 AMR shall provide Medical Control to First Responder Organizations, if requested by the First Responder Organization.

17.4 To protect AMR from possible financial loss as a result of such abuse, the following provisions are made:

17.4.1 AMR may, at AMR's option, identify by name, specific individuals that AMR has found are chronic abusers of the service system. AMR shall document such abuse, and if the Medical Director agrees that a named individual is a chronic abuser, AMR may refuse to render non-emergency transfer service unless the individual can present an original signed statement from a licensed physician that such transfer service is medically necessary to protect that individual's health and safety. AMR shall, however, and if requested by the individual, attempt to secure such prior physician authorization initially by telephone, and then obtaining the written authorization upon delivery of the patient.

17.4.2 In the case of such named and confirmed chronic abusers whose attempts to abuse the system include claiming the need for emergency ambulance service falsely, AMR may, at AMR's own discretion, and only after dispatching an ambulance to the scene, refuse to transport the patient without prior physician authorization, if AMR has determined that no such emergency condition exists. However, the responsibility and liability for making such a decision shall rest entirely with AMR.

17.4.3 AMR may include a provision in its prepaid subscriber agreement that specifically limits subscriber services to just medically necessary ambulance transportation services, if transportation by a taxi service, or transportation by private car would, in the opinion of the subscriber's personal physician, be medically inappropriate. Furthermore, the subscriber contract shall provide for refund of all or a prorata portion of the subscription payment, and cancellation of the subscription contract, in the event the subscriber is found to abuse the ambulance transportation, emergency or non-emergency, when other less costly forms of transportation could be appropriately utilized. Provided, however, that such cancellation decision shall be subject to a finding by the Medical Director that the subscriber has, in fact, chronically abused the ambulance service system.

17.4.4 Collin County shall assist AMR in gaining cooperation from local law enforcement agencies to establish standardized procedures for requesting emergency ambulance services at the scene of auto accidents and other incidents. Such standard procedures, with the cooperation of local law enforcement agencies, have been found to be effective in reducing frequency of unnecessary ambulance requests, such as situations in which an ambulance is requested to respond to an auto accident even before the law enforcement agency has determined that personal injuries are present. In consideration of such cooperation by law enforcement

agencies, and consideration of first responder services furnished by fire departments,

17.4.5 AMR shall cooperate fully in furnishing emergency standby coverage, as requested by law enforcement agencies and fire departments, during events where firefighters or law enforcement personnel may be subject to injury. Such standby coverage may be furnished utilizing already on-duty ambulance units, and shall be furnished without additional compensation to AMR.

EXHIBIT "B"

SCHEDULE

Term of Contract will for five (5) years beginning at 12:00 a.m., midnight November 1, 2018. This contract will terminate at 11:59 p.m. October 31, 2023.

EXHIBIT "C"

PAYMENT SCHEDULE

The County will pay an annual amount of \$706,000. AMR will invoice the County on a monthly basis in the amount of \$58,833.34 each month, November --September, 58833.26 October. Invoices will be dated the first of each month.

EXHIBIT "D"

INFORMATION TO BE PROVIDED BY THE COUNTY

The County will make available to AMR any and all information, data, etc. as it may have in its possession relating to the project described herein.

EXHIBIT "E"

INSURANCE REQUIREMENTS

1.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

1.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.

- Each Occurrence: \$1,000,000
- Personal Injury & Adv. Injury: \$1,000,000
- Products/Completed Operation Aggregate: \$2,000,000
- General Aggregate: \$2,000,000

1.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

1.1.3 **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

1.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended reporting period. If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

- Each Occurrence/Aggregate: \$1,000,000

1.1.5 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$1,000,000

1.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

1.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers' Compensation.

1.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

1.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

1.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days' notice prior to cancellation, non-renewal or termination of the policy.

1.2.5 All copies of Certificates of Insurance shall reference the project/contract number.

1.3 All insurance shall be purchased from an insurance company that meets the following requirements:

1.3.1 A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.

1.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

1.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

1.4.2 Sets forth the notice of cancellation or termination to Collin County.

Agenda Item No. 8

Attachment #10

Collin County Response Times

2018-139, Emergency Medical, Ambulance Service

Attachment 1

Response Times

The following response times must be met with a 85% compliance rate. Response times are established and agreed to by the PROVIDER and COUNTY:

In the Cities where the ambulance is primarily stationed (Currently Josephine, Farmersville, Anna and Princeton):

- | | |
|---|-------|
| 1) Life Threatening Emergencies | 9:59 |
| 2) Potentially Life Threatening Emergencies | 11:59 |
| 3) Non-Life Threatening Emergencies | 14:59 |

In the COUNTY territory outside of the primary duty station and other city members of this contract within 12 road miles from the nearest primary duty station:

- | | |
|---|-------|
| 1) Life Threatening Emergencies | 12:59 |
| 2) Potentially Life Threatening Emergencies | 13:59 |
| 3) Non-Life Threatening Emergencies | 14:59 |

In the COUNTY territory outside of the primary duty station and other city members of this contract more than 12 road miles from the nearest primary duty station:

- | | |
|---|-------|
| 1) Life Threatening Emergencies | 12:59 |
| 2) Potentially Life Threatening Emergencies | 13:59 |
| 3) Non-Life Threatening Emergencies | 19:59 |

The parties agree that PROVIDER shall be in compliance with the above response times if the average of the three response zones are shown to be at 85% or greater per month.

Agenda Item No. 8

Attachment #11

**Collin County Request for Proposal (RFP 2018-139 Emergency Medical
Ambulance Service)**

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Vendor/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by an Offeror.

1.0.1.4 RFP: refers to Request for Proposal.

1.0.1.5 CSP: refers to Competitive Sealed Proposal

1.1 If Offeror does not wish to submit an offer at this time, please submit a No Bid.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses ionWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A submittal may not be withdrawn or canceled by the offeror prior to the ninety-first (91st) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Proposals/Submittals for any or all products and/or services covered in a Request For Proposal (RFP) and Competitive Sealed Proposal (CSP), and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All RFP's and CSP's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the RFP/CSP number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. RFP's and CSP's may be submitted in electronic format via Collin County eBid.

1.9 All Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the RFP and/or CSP.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted in hard copy paper form. RFP's, and CSP's received in the Collin County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the RFP/CSP, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to a Request for Proposal or Competitive Sealed Proposal and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via Collin County eBid.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the RFP/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **Collin County eBid** <https://collincountytexas.ionwave.net/>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.17 Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Offeror shall state these exceptions in the section provided in the RFP/CSP or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.18 Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:

1.18.1 have adequate financial resources, or the ability to obtain such resources as required;

1.18.2 be able to comply with the required or proposed delivery/completion schedule;

1.18.3 have a satisfactory record of performance;

1.18.4 have a satisfactory record of integrity and ethics;

1.18.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with its preparation of a RFP/CSP submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

1.25 Offeror shall comply with all local, state and federal employment and discrimination laws and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or any other class protected by law.

2.0 TERMS OF CONTRACT

2.1 A proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

2.11 If a contract, resulting from a Collin County RFP/CSP is for the execution of a public work, the following shall apply:

2.11.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before

beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.12 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.13 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.14 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.15 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.16 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.17 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.18 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.18.1 Collin County Purchase Order Number;

2.18.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.18.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

- 2.19 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.
- 2.20 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.21 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.23 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.24 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 2.25 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
- 2.26 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 2.27 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
- 2.28 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 2.29 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.
- 2.30 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible

transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.31 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.32 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of proposal submission and time of award, the Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.33 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.34 Delays and Extensions of Time when applicable:

2.34.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect/Enginner may determine.

2.34.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

2.35 Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send

completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

2.36 Disclosure of Interested Parties: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

2.37 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2270.001 of the Texas Government Code which states a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and, (2) will not boycott Israel during the term of the contract. By submitting a response to a Collin County solicitation, the vendor will be required to sign the Chapter 2270 Verification form prior to a recommendation of the contract. This Act is effective September 1, 2017.

2.38 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. This Act is effective September 1, 2017.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual RFP/CSP Solicitation documents as Special Terms, Conditions and Specifications.

3.0 INSURANCE REQUIREMENTS

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.

- Each Occurrence: \$1,000,000
- Personal Injury & Adv. Injury: \$1,000,000
- Products/Completed Operation Aggregate: \$2,000,000
- General Aggregate: \$2,000,000

3.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

3.1.3 **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

3.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended reporting period. If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

- Each Occurrence/Aggregate: \$1,000,000

3.1.5 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$1,000,000

3.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers' Compensation.

3.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

3.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.2.5 All copies of Certificates of Insurance shall reference the project/contract number.

3.3 All insurance shall be purchased from an insurance company that meets the following requirements:

3.3.1 A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.

3.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

3.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

3.4.2 Sets forth the notice of cancellation or termination to Collin County.

4.0 EVALUATION CRITERIA AND FACTORS

4.1 The award of the contract shall be made to the responsible offeror, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with Vernon’s Texas Code Annotated, Local Government 262.030.

The Evaluation Committee will review all proposals received by the Opening date and time as part of a documented evaluation process. For each decision point in the process, the County will evaluate Offerors according to specific criteria and will elevate a certain number of offeror to compete against each other. The proposals will be evaluated on the following criteria.

The County will use a competitive process based upon “selection levels.” The County recognizes that if an offeror fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining offerors or to elevate an offeror that was not elevated before. The selection levels are described in the following sections.

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Offerors may, at the discretion of the County, be contacted to submit clarifications or additional information within two (2) business days.

LEVEL 1 – CONFORMANCE WITH MANDATORY REQUIREMENTS

4.1.1 Conformance with RFP guidelines and submittal requirements. The following documents shall be submitted as part of the proposal. Failure to provide these documents shall deem vendor as non-responsive.

4.1.1.1 Response to Section 5.22 through 5.38

4.1.1.2 Response to Section 6.0

LEVEL 2 – DETAILED PROPOSAL ASSESSMENT

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Criteria evaluated in Level 2:

Points	Evaluation Criteria
10	Company Background and Experience: Offerors who have proven experience at public sector sites similar in scope, size and complexity to the County are preferred. Offerors should provide a list of clients with active contracts. Sections 5.22.14, 6.2, 6.4, and 6.6

30	<p>Implementation Plan/Staffing: County evaluators will examine implementation methodologies and plans that are well suited for the County. This analysis will include staffing effort, staffing level, implementation schedule, team make-up (project managers, team leads, etc.), and training.</p> <p>Section 5.30, 5.33, and 6.5</p>
20	<p>Scope of Services: County will analyze the offeror responses to scope of services.</p> <p>Section 5.22 – 5.38, 6.2, 6.3, and 6.8</p>

It is anticipated that the Evaluation Committee will elevate proposals scoring at least 42 points (70%) to Level 3.

LEVEL 3 – COST

Offerors who are elevated to level 3 will have their points combined from level 2 for a maximum 100 points total.

Points	Evaluation Criteria
40	<p>Cost: Section 6.7</p>

LEVEL 4 – DEMONSTRATION, SITE VISITS, AND INTERVIEWS (*OPTIONAL*)

The Evaluation Committee may hear oral presentations (if desired). Offerors are cautioned, however, that oral presentations are at the sole discretion of the committee and the committee is not obligated to request a demonstration or interview. The oral presentation is an opportunity for the Evaluation Committee to ask questions and seek clarification of the proposal submitted. The presentation is not meant as an opportunity for the offeror to simply provide generic background information about the corporation or its experience. Thus, the time will be structured with a minimum time for the offeror to present and the majority of time dedicated to addressing questions from the Evaluation Committee. The oral presentations, if held, will be scheduled accordingly and all presenting offerors will be notified of time and date. The County reserves the right to bypass Level 4 in the evaluation process and move directly to Selection Level 5 or 6.

The following criterion is optional and will be used to evaluate those offerors elevated for interviews.

CRITERIA	VALUE
Demonstration/Interview/site visits	30
Response to clarification questions	20

Proposals may be re-evaluated based upon Criteria in level 2 and level 3.

LEVEL 5 – DISCOVERY SESSIONS (OPTIONAL)

Offerors elevated to Level 5 will be asked to respond in writing to issues and questions raised by the County, as well as any other cost and implementation/planning considerations in the proposal, and may be invited to present their responses on-site. The County reserves the right to bypass Level 5 in the evaluation process and move directly to Level 6.

The following criterion is optional and will be used to evaluate those offerors elevated for Discovery Sessions. Criteria evaluated during this phase include:

CRITERIA	VALUE
Updated Implementation Strategy/Staffing	35
Updated Cost	35
Scope of Work	30

LEVEL 6 –BEST AND FINAL OFFER

Offerors who are susceptible of receiving award may be elevated to Level 6 for Best and Final Offer. Offeror will be asked to respond in writing to issues and questions raised by the County as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. References may be called or sent a questionnaire during this phase of the evaluation and the quality of the clients provided as references will be analyzed. Proposals may be re-evaluated based upon Criteria in level 2, 3, 4 and /or 5.

Based on the result of the Best and Final Offer evaluation, a single offeror will be identified as the finalist for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the County, it reserves the right to contact any of the other offerors that have submitted bids and enter into negotiations with them.

5.0 SPECIAL TERMS AND CONDITIONS

- 5.1 AUTHORIZATION: By order of the Commissioners' Court of Collin County, Texas sealed proposals will be received for Emergency Medical, Ambulance Service.
- 5.2 INTENT OF RFP: The successful Offeror shall be responsible for providing appropriate response to 911 calls for emergency requests throughout the County coverage areas.

In this procurement, the County desires clinical excellence, superb response time performance, cost containment, and a professional and courteous image. Under the contract, the relationship between the County and the Offeror should always be one of cooperation and not conflict. The services shall include, but not be limited to, the management and operation of all ambulances, including Advanced Life Support. The service shall include medical supply purchasing, all fleet maintenance, and public education. The Offeror shall also reimburse local Fire/Rescue departments for medical supplies used.

The Collin County Fire Marshal is designated as the EMS Coordinator, and will be the County liaison between the selected Offeror and the County.

It is the desire of the County to pay no subsidy, but, the Offeror shall provide a proposed cost, if any, for services described in accordance with this RFP.

- 5.3 PURPOSE: Collin County has the statutory and constitutional duty and responsibility to provide 911 Emergency Services to the unincorporated areas of Collin County (Collin County Fire District). In addition, Collin County has created the Northern and Eastern Coalitions and has entered into Interlocal Agreements with the following cities to provide services to the incorporated areas in the following fire districts Anna (ANFD), Blue Ridge (BLFD), Farmersville (FVFD), Josephine (JOFD), Lowry Crossing (LCFD), Melissa (MSFD), Nevada (NVFD), Princeton (PNFD), Westminster (WMFD), and Weston (WEFD). Collin County is also responsible for all of the unincorporated areas in the above fire districts and the Royse City Fire District (RSFD) and Branch Fire District (BRFD). See Attachment No. 2 for a map of the fire districts. Please note the City of Lavon is included in the Nevada Fire District (NVFD), but the City of Lavon is not currently in the Northern or Eastern Coalition.
- 5.4 SCOPE OF PROJECT: Collin County is soliciting competitive proposals to provide 911 Emergency with Mobile Intensive Care Unit (MICU) Ambulance Service for the County. The County is seeking the highest quality, most reliable paramedic ambulance services at the most reasonable price.

- 5.5 PRE-PROPOSAL CONFERENCE: A pre-proposal conference will be conducted by Collin County on Thursday February 15, 2018 at 10:00 a.m. at 2300 Bloomdale, 4th Floor, McKinney, TX 75071 in the Commissioners' Courtroom. This is to provide an opportunity for all interested vendors to ask questions.
- 5.6 TERM: A five (5) year term commencing on November 1, 2018 and continuing through and including October 31, 2023
- 5.6.1 TRANSITIONAL PERIOD: Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Vendor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.
- 5.7 PERFORMANCE BOND: A performance bond in the amount of \$500,000 will be required of the successful vendor upon award of contract. The bond shall remain in effect for the term of the contract.
- 5.8 PERMITS, TAXES, and LICENSES: The Offeror is responsible for all necessary permits, licenses, fees and taxes required to carry out the provisions of the RFP. The financial burden for such expenses rests entirely with the company providing the service under the contract.
- 5.9 FUNDING: Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.
- 5.10 PRICE REDUCTION: If during the life of the contract, the offeror's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.
- 5.11 PRICE RE-DETERMINATION: A price re-determination may be considered by Collin County only at the anniversary date (November 1st of each year) of the contract. All requests for price re-determination shall be in written form, shall be submitted on or before April 1st of each year and shall include supporting documentation. Requests for price re-determination shall be based on the percentage increase for the previous twelve (12) month period in the medical component of the Consumer Price Index (CPI) (calculated to the next 1/19th of (1%) of the South region for All Urban Consumers) as published by the United State Department of Labor. For purposes of this contract, the Medical CPI shall not exceed an annual increase of 3.0%.

5.11.1 In order to receive consideration for a price redetermination, Offeror must be in good standing, meet the minimum requirements of contract and be performing above the 85% of response times as shown in Attachment #1.

5.12 COUNTY ASSERTION OF ESTIMATES: Any information herein is provided as an estimate of volume based on past history. This data is provided for the general information of vendors and is not guaranteed to be relied upon for future volumes.

5.13 SAMPLES/DEMOS: When requested, samples/demos shall be furnished free of expense to Collin County.

5.14 APPROXIMATE VALUE: The estimated value of this contract is \$830,485 annual subsidy. Approximate value does not constitute an order.

5.15 PROPOSAL SCHEDULE:

RFP released:	February 6, 2018
Pre-Proposal Conference:	February 15, 2018, 10:00 a.m.
Deadline for submission of vendor questions:	March 1, 2018, 5:00 p.m.
Proposals due:	March 15, 2018, 2:00 p.m.
Vendors notified of selection for presentation:	April 2018, optional
Anticipated Award:	August 2018
Effective date of contract:	November 1, 2018

Collin County reserves the right to change the schedule of events as it deems necessary.

5.16 OFFEROR COMMUNICATION: Offerors are prohibited from communication directly with any employee of Collin County, except as described herein. Collin County will not be responsible for verbal information given by any Collin County employee or other person. The issuance of an Addendum is the only official method whereby interpretation, clarification or additional information will be communicated and authorized.

5.17 AUDITS AND RECORDS: The Offeror agrees that at any time during normal business hours, and as often as County may deem necessary, Offeror shall make available to representatives of the County for examination all of its records with respect to all matters covered by the resulting contract, and will permit such representatives of the County to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by the resulting contract, all for

a period of three (3) years from the date of termination or expiration of contract or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.

- 5.18 CONFIDENTIALITY: All completed and submitted proposals become the property of Collin County. Collin County may use the proposal for any purpose it deems appropriate. Prior to Collin County approval, the proposal material is considered as “draft” and is not subject to the Texas “Public Information Act”, Texas Government Code Chapter 552. After approval by Collin County, the proposal material becomes part of the contract between the vendor and Collin County. Upon signing of a contract, proposals and contracts are subject to the State of Texas “Public Information Act”. If any information is to be considered proprietary, the Vendor must place it in a separate envelope and mark it “Proprietary Information”. The State of Texas Attorney General retains the final authority as to the extent of material that is considered proprietary or confidential.
- 5.19 BINDING EFFECT: This resulting agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Texas. Collin County’s RFP, the offeror’s proposal in response to the RFP and any additional negotiated conditions reduced to writing will become part of the final contract between the successful offeror and Collin County. This agreement then constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. By mutual agreement, the parties may, from time to time, promulgate scope of service documents to define the scope of services. Such scope of service documents will be incorporated into the contract agreement. Offeror acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules, regulations, and orders.
- 5.20 COSTS INCURRED IN RESPONDING:
- 5.20.1 County will not pay any costs incurred in proposal preparation, presentation, demonstration or negotiation, nor does it commit to procure or contract for any services. All costs of proposal preparation will be borne by the offeror.
- 5.20.2 It is understood that all proposals, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will become the property of the County when received by the County and may be considered public information under applicable law.
- 5.20.3 The County assumes no liability for any costs incurred by offerors throughout the entire selection process.
- 5.21 ADDITIONAL INFORMATION:
- 5.21.1 The award will be made to the best evaluated offeror that can provide the best service to the County and other entities of the covered response areas.

- 5.21.2 The County may schedule site visits to the Offeror's facilities in order to assess the capability and ability of the Offeror to fulfill the requirements of this RFP.
- 5.21.3 If during the evaluation process, the County is unable to determine an Offeror's ability to perform, the County has the option of requesting evidence of the Offeror's ability. The Offeror will be notified and permitted five (5) working days to comply with any such request.

MINIMUM REQUIREMENTS: Successful proposals will include, at minimum, the following.

5.22 GENERAL DUTIES:

- 5.22.1 Offeror shall maintain compliance with the Texas Administrative Code, Chapter 157 Emergency Medical Care.
- 5.22.2 Offeror shall provide and pay for all administration, insurance, professional expertise, labor, materials, vehicles, and equipment necessary to respond to all emergency and non-emergency calls referred to the Offeror by the County.
- 5.22.3 The Offeror will be responsible for supplying vehicles, equipment and supplies, and radios that meet or exceed standards for inter-operable communications with the Collin County Emergency Services / E-911 Division.

All vehicles shall be equipped with a compatible transponder to be tracked by Offeror dispatch. All vehicles and equipment shall be fully operational when placed in service initially and throughout the term of the contract for response to public needs.
- 5.22.4 Offeror shall furnish all manpower and supervision for the operation of a centralized dispatch center. The Offeror shall provide sufficient certified personnel in the dispatch center at all times to allow prompt answering of all requests for emergency service.
- 5.22.5 The Offeror shall apply for, secure, and renew all licenses, permits, certificates or similar government approvals which are or may be required by applicable law. The Offeror shall provide copies of all licenses to the EMS Coordinator before services start and as described in section 5.26.2.

- 5.22.6 The Offeror shall accept assignment of Medicare benefits as payment and shall not bill Medicare beneficiaries for any additional amount except as permitted by the Medicare Guidelines for the acceptance of assignment.
- 5.22.7 The Offeror shall make emergency services National Fire Protection Association (NFPA), as defined by NFPA standards, available to all persons within the service area defined in the Contract.
- 5.22.8 The Offeror shall provide a standby ambulance and emergency medical personnel for standby upon request of the County EMS Coordinator, County Sheriff, Fire Chief's or Chiefs of Police of any municipality, at no additional charge to the County, when there is reason to believe a life threatening public emergency presently exists or is imminent in the County or in the jurisdictions of the municipalities participating in the contract, which includes standing-by at fire, rescue and hazardous materials response incidents.
- 5.22.9 Subject to the Offeror's reasonable policies and procedures regarding same, the Offeror shall permit observers from the public safety departments of the County. The Offeror's policies and procedures may address, among other things, the requirement of written waiver and indemnity agreements, dress codes, conduct codes and the like.
- 5.22.10 The Offeror shall comply with all the County Emergency Operations Plans, or successor plans adopted and approved by the Collin County whenever the provisions of such plan or plans are in effect. The Offeror will participate in the Collin County Local Emergency Planning Committee.
- 5.22.11 The Offeror further agrees to participate in required community disaster drills as directed by the Collin County and within the Offerors resources and guidelines for such activities.
- 5.22.12 The Offeror may not offer incentives, by way of additional salaries or wages, or compensated leave of absence, to employees based upon the number of procedures performed or based upon mileage for the provision of ambulance transportation.
- 5.22.13 The Offeror shall meet response times as outlined in Attachment No.1 Response Time.
- 5.22.14 The Offeror shall have a minimum of five (5) years' experience providing 911 emergency services.

5.23 TRANSPORT:

5.23.1 The Offeror shall provide emergency medical treatment and transportation from the scene to the closest appropriate health facility, based upon the chief complaint/illness/injury. Offeror will utilize North Central Texas Trauma Regional Advisory Council (NCTTRAC) guidelines for appropriate destination determination. Patients have the right to request transport to a particular facility within the County, however it is the responsibility of the offeror's staff to communicate to the patient if their requested destination is not the closest, most appropriate facility to treat their condition.

5.23.2 In addition the selected Offeror will transport Sheriff's Office and local area Police Department (PD), Fire/Rescue, and personnel who are injured in the line of duty at no additional charge.

5.24 COMMUNICATIONS EQUIPMENT:

5.24.1 The Offeror shall supply and maintain fully operational vehicle and portable radios as required for it to perform hereunder. All radios shall operate on frequencies used by the County and participating cities.

5.24.2 Any vehicle that responds to a call in Collin County shall have a fully operational vehicle and portable radio as described in 5.24.1.

5.25 DISPATCH & COMMUNICATIONS: The dispatch and communications section shall include at a minimum.

5.25.1 Describe how the Offeror will arrange for the appropriate dispatch of all emergency resources, either internally or with an outside contractor, at the expense of the Offeror.

5.25.2 Each Offeror shall supply and maintain fully operational vehicle and portable radios that are compatible and operate on the frequencies used by all Entities covered in this RFP. Acknowledgment regarding adherence to this requirement must be included.

5.25.3 Describe how the Offeror will maintain communications with ambulances and field personnel.

5.25.4 Describe how maintenance of mobile and portable radios will be accomplished.

5.25.5 Describe how the Offeror will ensure redundancy/back-up of dispatch communications in the event of a manmade or natural disaster affecting primary dispatch location/services.

5.26 NOTIFICATION:

- 5.26.1 The EMS Coordinator shall be notified immediately whenever the following occurs: mass casualty incidents; or motor vehicle accident involving an Offeror operated ambulance.
- 5.26.2 The EMS Coordinator shall be notified immediately, within four (4) hours, whenever the following occurs:
 - 5.26.2.1 The employment of any person involved in the delivery of services related to the subject of the contract and the notification shall provide necessary certification numbers;
 - 5.26.2.2 The separation/termination or the employee status change of any of the Offeror's employees involved in the delivery of services related to the contract; and
 - 5.26.2.3 A change in the Offeror's management or supervisory structure.

5.27 AVAILABLE AMBULANCES:

- 5.27.1 When an ambulance is to be taken out of service for preventative or routine maintenance, another ambulance shall be put in place of the ambulance being taken out of service, until such time as the other ambulance is returned to service.

5.28 RESPONSE TIME:

- 5.28.1 As used herein, the term emergency request shall include any response by the Offeror under the contract on an emergency service request received by the Offeror from Collin County Dispatch or a call received directly from the public within the service area.
- 5.28.2 Response to emergency requests shall be determined the moment the Offeror's ambulance is notified of the emergency service request. The Offeror has a duty to immediately notify Collin County Dispatch of the current location that the Offeror is located when service request is received.
- 5.28.3 If, in each monthly period, the Offeror fails to respond to emergency requests in accordance with the times stated in Attachment No. 1 Response Time, it shall be assessed deductions set forth in this RFP.
- 5.28.4 For purposes of determining the Offeror's compliance with the response time standards as set forth in this RFP, and for calculating assessments, every emergency request for ambulance service shall be counted except as follows:

5.28.4.1 Requests during a disaster, locally or in a neighboring jurisdiction that an Offeror's ambulance is dispatched too.

5.28.4.2 An inclement weather condition exists.

5.28.4.3 The response for an emergency request may also be excluded when the EMS Coordinator determines there is other good cause for an exception.

5.29 AMBULANCE SPECIFICATIONS:

5.29.1 The offeror shall management and operation of all ambulances, including Advanced Life Support.

5.29.2 All ambulances used for emergency patient transportation shall be in good working condition, physical appearance, operational and mechanical for the patients and crew members. This shall remain in effect unless otherwise approved in writing by the County and the EMS Coordinator.

5.29.3 Each ambulance used in the emergency transportation of patients shall be equipped with all items required by Texas Administrative Code 157, Emergency Medical Care and NFPA vehicle standards 1901.

5.29.4 Equipment shall be available to allow ambulances to travel in inclement weather conditions, including snow or ice.

5.29.5 Each ambulance shall permanently display its name or other suitable corporate identification or logo on the outside of the vehicle along with the vehicle DSHS license number. The Offeror shall also display Collin County logo in accordance with logo guidelines as approved by Collin County Commissioners' Court.

5.29.6 Any ambulance used by the Offeror for transporting patients shall conform to all standards as promulgated and defined by the EMS Medical Director, and all rules and regulations promulgated and set forth in any state and local ordinance.

5.30 PERSONNEL:

5.30.1 The Offeror should attempt to employ EMT's, Paramedics and clerical staff with local knowledge and experience. All reasonable efforts to employ Paramedics and EMT's with experience, knowledge and history of the Collin County area should be considered first. This is critical for the working relationship with all volunteer fire and rescue departments and county citizens of the familiar faces in the community.

- 5.30.2 The parties understand that the EMS System requires professional and courteous conduct at all times from Offeror's field personnel, middle management, and top executives. The Offeror shall employ highly trained paramedics, EMT's, and support staff to provide patient care and to operate Offeror's vehicles and equipment.
- 5.30.3 Each EMT and paramedic shall be physically capable of performing the tasks assigned by the Offeror, shall be clean in dress and person, and shall display their name and certification in an appropriate manner visible to the patient. Any of Offeror's employees who operate under the contract shall conform to the Offeror's dress code which shall conform to DSHS guidelines (on shirt or uniform, polo shirt or uniform shirt).
- 5.30.4 The parties understand that training and educational requirements change from time to time for EMT's and Paramedics as new protocols and medical treatments are approved by the EMS Medical Director. The cost of such training or education shall be the sole responsibility of the Offeror.
- 5.30.5 The Offeror shall utilize reasonable work schedules and shift assignments that allow personnel to work no more than thirty-six (36) consecutive hours followed by a minimum of twelve (12) hours off-duty. The Offeror shall provide working conditions that assist in attracting and retaining highly qualified personnel.
- 5.30.5.1 The Offeror shall utilize management practices that ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are not exhausted to an extent that might impair judgment or motor skills.
- 5.30.6 The Offeror shall offer to its employees a compensation and benefits package designed to attract and retain highly qualified field personnel and clerical personnel. Salary and benefits should be comparable to the same positions in the industry and surrounding counties. Please provide a representative compensation and benefits package with your proposal.
- 5.30.7 The Offeror shall have in place a third party independent testing program for random drug screening of all personnel providing response under the contract. Further, the Offeror will transport to a facility for testing any employee suspected to be using or under the influence of drugs or alcohol or other intoxicant, or have an agent of a testing facility come to the location of the employee to obtain a necessary sample. Any employee suspected of being under the influence of any drug or intoxicating substance will be relieved of duty until there is clinical proof to the contrary.

- 5.30.8 The Offeror shall have a Standard Operations Manual (SOP) that describes how complaints regarding level of care, response or employee action or inaction are handled. This SOP will be given to the EMS coordinator at beginning of contract.
- 5.30.9 Should complaints arise which are directed at level of care, response or employee action or inaction, such complaints from the EMS Coordinator shall be answered within 48 hours to include actions taken, including disciplinary action and other corrective measures.
- 5.30.10 It shall be of the utmost importance that employees of the Offeror strive to gain proficient knowledge of the streets and highways in the coverage areas in order to choose the quickest, most direct route to the scene of an emergency.
- 5.30.11 The Offeror shall provide a mechanism or approved method for monitoring driver performance for all ambulances providing service under the contract. The County is to be provided with reports on driver performance as requested by the EMS Coordinator.
- 5.30.12 All Contract personnel shall be trained and receive certification as current level NIMS (National Incident Management System) compliant.
- 5.30.13 Offeror will have staff available and a toll free phone number, capable of discussing and resolving billing questions.

5.31 QUALITY IMPROVEMENT & MITIGATION PROGRAMS:

- 5.31.1 The Offeror shall develop and have in place a comprehensive quality improvement program for the EMS System and provide a copy of such program and implementation to the EMS Coordinator prior to commencement of the contract. This should also address a weather mitigation plan, to maximize response times, and decrease injuries when threatening weather is approaching.

5.32 FIRST RESPONDERS:

- 5.32.1 The fire departments within the service area have, on a limited basis, first responder programs in place. The Offeror shall cooperate and coordinate its activities and services with the first responder's services, the primary goal being to enhance patient care through mutual cooperation.

- 5.32.1.1 The Offeror shall provide an exchange of disposable medical supplies used by the fire departments at no charge.

5.32.2 The first certified registered responding agency on the scene shall have primary responsibility for patient care until such time as care is turned over to the Offeror. The highest ranking fire department officer on the scene shall have scene control as Incident Commander.

5.32.3 The Offeror shall be responsible for providing first responder education. Monthly continuing education (CE) credits shall be offered monthly, at times that are convenient (i.e. evenings/weekends) to the first responders. The CE's should be offered multiple times during a monthly period and at different locations.

5.33 OVERVIEW OF THE COUNTY AND EMS STATISTICS:

5.33.1 The Collin County Service Area is made of approximately 54,584 residents of the Northern and Eastern Coalitions. The Northern Coalition is comprised of fire district areas of Anna, Melissa, Westminster, Weston, and the unincorporated area of Royce City part of the Collin County Fire District. The Eastern Coalition is comprised of the fire districts of Blue Ridge, Farmersville, Josephine, Lowry Crossing, Nevada, Princeton and the unincorporated area of Branch, part of the Collin County Fire District.

5.33.2 The new contract will be an E-911 emergency service contract with fully staffed and equipped paramedic units for the areas described in this RFP.

5.33.3 Call History: Collin County Reported KPI

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Ambulance Responses	4224	4470	4820	4782	5340	5345
Ambulance Transports	2839	3053	3194	3200	3436	3487
Ambulance Cancels	423	418	454	429	460	1861
Ambulance Dry Runs	962	999	1172	1153	1444	

5.34 PERFORMANCE BASED CONTRACT

5.34.1 This procurement will result in the award of a Performance-based contract. Deductions will be assessed for failures to achieve minimum standards set forth in the Contract. This procurement requires the highest levels of performance and reliability, and the mere demonstration of effort, even diligent and well intentioned effort, shall not substitute for performance results. Specifically:

5.34.1.1 Ambulance response times shall meet the response requirements set forth in the RFP.

- 5.34.1.2 The Offeror will be responsible for dispatch of ambulances under this contract.
- 5.34.1.3 Clinical performance shall be consistent with approved medical standards and guidelines set forth by the State of Texas.
- 5.34.1.4 The conduct of personnel shall be professional and courteous at all times.
- 5.34.1.5 There shall be an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system.
- 5.34.1.6 Clinical and response time performance shall be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action as set out in 5.36.
- 5.34.1.7 This is not a level-of-effort contract. An Offeror who fails to perform shall be promptly replaced, because human lives, and not merely inconvenience or money, are at stake. In accepting an Offeror's offer, the County neither accepts nor rejects the Offeror's level-of-effort estimates; rather, the County accepts the Offeror's promise to employ whatever level- of-effort is necessary to achieve the clinical, response time, and other performance standards required by the terms of the Contract.

5.35 USE OWN EXPERTISE AND JUDGEMENT:

- 5.35.1 Offeror is specifically advised to use its own best expertise and professional judgment in deciding upon the methods to be employed to achieve and maintain the high performance required under the contract. By "methods", the County means compensation programs, shift schedules, personnel policies, supervisory structures, fluid vehicle deployment techniques, and other internal matters which, taken together, comprise each Offeror's own strategies and tactics for getting the job done.
- 5.35.2 The County hopes to promote innovation, efficiency, and superior levels of high performance.

5.36 PERFORMANCE REVIEW:

5.36.1 The County EMS Coordinator shall conduct a monthly evaluation of the performance of the Offeror for the first six (6) months of contract and quarterly thereafter utilizing criteria the County determines to be relevant. In addition, the County may conduct intermittent evaluations at such times specified by the county. This will include but not be limited to issues of mere compliance with the terms of the contract.

5.36.2 The Offeror's performance should exceed the minimum requirements of the contract.

5.37 RESPONSE DAMAGES:

5.37.1 In each monthly period (beginning on the first day of each month), not less than (100%) of the Offeror's response to emergency requests shall be performed as set forth in the RFP.

5.37.2 Failure of the Offeror to meet response time requirements may result in a deduction from the operating subsidy or an assessment of fees (collected quarterly) based on the following:

5.37.3 The table below shows deduction/assessment of fees per monthly period (deduction/assessments are cumulative):

5.37.3.1 85-100% MICU responses – No assessment

5.37.3.2 80-84% MICU responses - \$1,000 assessment per call

5.37.3.3 80% or less MICU responses - \$2,000 assessment per call plus Offeror will be put on probation for a period of three (3) months

5.37.4 If Offeror does not meet the 85% response time or greater in the monthly period, the Offeror will be placed on probation. The County will notify Offeror when/if they are placed on probation.

5.37.5 If Offeror is put on probation, the Offeror will be required to submit a written plan within ten (10) days of being notified of Probation. This plan will detail how the Offeror intends remove itself from probation. In order to be removed from Probation, Offeror will need to achieve 85% or better for the next three (3) months.

- 5.38 REPORTING: At a minimum the offeror will provide the following reports.
- 5.38.1 Each month a response time exception report will be submitted to the County EMS coordinator by close of business on the 10th of each following month.
 - 5.38.2 Driver performance reports will be provided as requested.
 - 5.38.3 Monthly performance statistic reports, to include any clinical performance issues (i.e. IV attempts, IV success rate, etc.)
 - 5.38.4 The EMS Coordinator shall be given access to create reports as needed.

6.0 PROPOSAL FORMAT

In accordance with the directions below, offeror shall provide a response for each item in sections 5.22 through 5.38 and 6.2 through 6.8 in order and include item numbers in response. Answer all questions fully, clearly, and concisely, giving complete information. Do not skip items. Do not refer to other parts of your proposal for the answers. You may not modify either the order or language of the question. Responses shall include a statement of “agree”, “confirmed”, “will provide”, “not applicable”, or “exception taken” along with any additional information. If an item is “not applicable” or “exception taken”, offeror shall state that and refer to Section 7.0 Exceptions, with explanation.

Offeror shall adhere to the instructions in this request for proposals on preparing and submitting the proposal. If offeror does not follow instructions regarding proposal format, points will be deducted during the evaluation process.

- 6.1 PROPOSAL DOCUMENTS: To achieve a uniform review process and to obtain a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum include a Table of Contents detailing sections and corresponding page numbers.
- 6.1.1 Proposals may be submitted online via <http://collincountytx.ionwave.net> or submitted via CD-ROM or Flash Drive. Electronic submissions are preferred.
 - 6.1.2 If submitting manually, proposal shall be submitted in a sealed envelope or box with RFP name, number, and name of firm printed on the outside of the envelope or box. Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening:

Collin County Purchasing
Attn: Geri Osinaike, Senior Buyer
2300 Bloomdale, Suite 3160
McKinney, TX 75071

The envelope in which the proposal is enclosed must be marked:

SEALED PROPOSAL
RFP 2018-139
Emergency Medical, Ambulance Service

Paper copies shall be printed on letter size (8 ½ x 11) paper and assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders. Manual submittals shall include an electronic copy in a searchable format.

It shall be the responsibility of the offeror to insure that their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.

POINT OF CONTACT: Information regarding the purchasing process and the contents of this RFP may be obtained online via <http://collincountytx.ionwave.net>, from the Collin County Purchasing Department or email gosinaike@co.collin.tx.us, Geri Osinaike, Senior Buyer. All questions regarding the RFP shall be submitted online.

6.2 EXECUTIVE SUMMARY (PROPOSAL SECTION 1.0)

This part of the response to the RFP should be limited to a brief narrative highlighting the Offeror's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. This section should not include cost quotations. Note that the executive summary should identify the primary contacts for the Offeror.

The executive summary shall also state the number of years the Offeror has provided emergency 911 services. Note: In accordance with section 5.22.14, offeror shall have a minimum of five (5) years' experience providing 911 emergency services. Proposals that do not meet this requirement will not be considered.

6.3 SCOPE OF SERVICES (PROPOSAL SECTION 2.0)

This section of the proposal shall include a general discussion of the Offeror's understanding of the "overall" project. Include responses to sections 5.22 through 5.38

6.4 COMPANY BACKGROUND AND EXPERIENCE (PROPOSAL SECTION 3.0)

The Offeror shall provide the following information about its company so that the County can evaluate the corporate stability and Offeror's ability to support the commitments set forth in response to the RFP. The County, at its option, may require an Offeror to provide additional support and/or clarify requested information.

- 6.4.1 Amount of time the company has been in business.
- 6.4.2 A brief description of the company size and organizational structure.
- 6.4.3 Most recent audited financial statements.
- 6.4.4 List of current public sector customers by name and by state. (Texas customers, preferably Counties, are to be listed first) The population of area serviced, should also be included.
- 6.4.5 Any material (including letters of support or endorsement from clients) indicative of the Offeror's capabilities.
- 6.4.6 List of any terminated contracts. Disclose the jurisdiction and explain the termination.
- 6.4.7 List of all lawsuits resulting in award (in or outside of court) to a client and provide basis and finding of any settlement.
- 6.4.8 Is your firm nationally accredited? If yes, please state accreditations

6.5 IMPLEMENTATION PLAN/ STAFFING (PROPOSAL SECTION 4.0)

The Offeror shall provide a detailed plan for implementing the proposed contract. This information SHALL include:

- 6.5.1 Detailed methodology and plan for implementing the contract. The implementation plan shall include the following elements: the estimated implementation timeframe; an overview of project phases and major milestones a matrix of proposed roles/responsibilities for County staff and the Offeror and all project assumptions. The description of the implementation plan shall include the specific components which are included in each phase of the implementation based on the scope of work for the project.

6.5.2 Organization chart

6.5.3 Resumes and qualifications of the Proposed Operations Manager, Field Supervisors and Company Executives, current clinical and Quality Assurance staff

6.6 CLIENT REFERENCES (PROPOSAL SECTION 5.0)

The County considers references to be important in its decision to award a contract. All references provided will be contacted by the County during the selection process. Offerors shall provide at least five (5) client references that are similar in size and complexity to this procurement (preferably Counties).

Include Date contract started and terminated, name, address, contact name, email, phone number, position of the contact in the organization.

In addition to contact information, each reference shall include the following:

6.6.1 Type and level of service

6.6.2 Geographic size of area

6.6.3 Population serviced

6.6.4 Number of emergency/non-emergency calls

6.6.5 Start and end date of contract

6.7 COST PROPOSAL (PROPOSAL SECTION 6.0)

Offeror's cost proposal shall include:

6.7.1 Cost to the County (subsidy) if any

6.7.2 Charges for services to citizens for MICU Base Transport. Include detailed information for all fees.

6.7.3 Mileage rate. (Statement for charges that says, "Medicare allowable" will be permitted). Include statement and detail all fees.

6.8 EXCEPTIONS TO THE RFP (PROPOSAL SECTION 7.0)

Instructions for completing section:

The exception table shall be completed for any exception from requirements identified in this RFP. Please complete the following worksheet listing any and all exceptions from the information requested in the Request for Proposal. Attach additional pages as needed. If no exceptions are listed in Section 7.0 it is understood that the offeror has agreed to all RFP requirements, the response will be considered as confirmed even if it is listed elsewhere as an exception.

Section Number/ Question Number	Required Service Offeror is Unable to Perform	Steps Taken to Meet Requirement

2018-139, Emergency Medical, Ambulance Service

Attachment 1

Response Times

The following response times must be met with a 85% compliance rate. Response times are established and agreed to by the PROVIDER and COUNTY:

In the Cities where the ambulance is primarily stationed (Currently Josephine, Farmersville, Anna and Princeton):

- | | |
|---|-------|
| 1) Life Threatening Emergencies | 9:59 |
| 2) Potentially Life Threatening Emergencies | 11:59 |
| 3) Non-Life Threatening Emergencies | 14:59 |

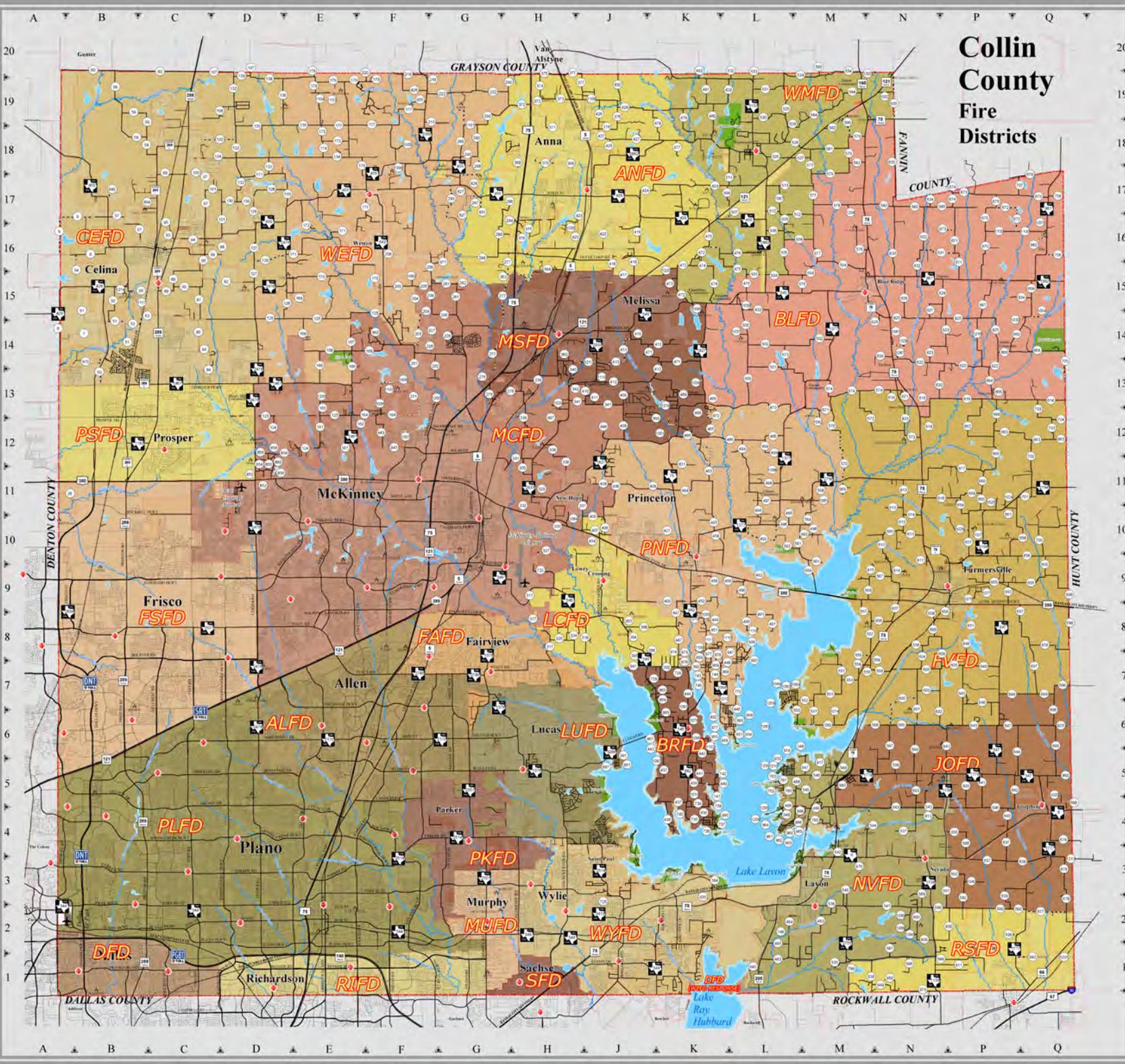
In the COUNTY territory outside of the primary duty station and other city members of this contract within 12 road miles from the nearest primary duty station:

- | | |
|---|-------|
| 1) Life Threatening Emergencies | 12:59 |
| 2) Potentially Life Threatening Emergencies | 13:59 |
| 3) Non-Life Threatening Emergencies | 14:59 |

In the COUNTY territory outside of the primary duty station and other city members of this contract more than 12 road miles from the nearest primary duty station:

- | | |
|---|-------|
| 1) Life Threatening Emergencies | 12:59 |
| 2) Potentially Life Threatening Emergencies | 13:59 |
| 3) Non-Life Threatening Emergencies | 19:59 |

The parties agree that PROVIDER shall be in compliance with the above response times if the average of the three response zones are shown to be at 85% or greater per month.



Collin County Fire Districts

Information Technology



GIS

Plano > 200,000
McKinney 50,000 - 200,000
 Wylie 5000 - 49,999
 Parker 2000 - 4999
 Lowry Crossing < 2000

Legend

- Paved
- - - Rock
- - - Dirt
- - - Urban
- - - Private
- † Cemetery
- ✈ Airport
- ⬇ Interstate
- ⬇ US Highway
- ⬇ State Highway
- ⬇ Business
- ⬇ Spur
- ⬆ Farm to Market
- ⬆ County Road
- Fire Station



Source data compiled from Collin County GIS database, aerial photography (2015), digital data from cities and various maps throughout Collin County.

This map is a graphic representation of Collin County and should only be used for illustrative purposes. In no way should this map be used to settle any boundary dispute or locational conflict.

September 28, 2017

PERFORMANCE BOND

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

That _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____ of the City of _____ County of _____, and State of _____, (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto _____ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of _____ Dollars (\$ _____) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal plus 10-percent of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 20____, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal fully and faithfully executes the work and performance of the Contract in accordance with the plans specifications, and Contract Documents, including any extensions thereof which may be granted with or without notice to Surety, during the original term thereof, and during the life of any guaranty required under the Contract, and according to the true intent and meaning of said Contract and the plans and specifications hereto annexed, if the Principal shall repair and/or replace all defects due to faulty materials or workmanship that appear within a period of one year from the date of final completion and final acceptance of the work by OWNER; and if the Principal shall fully indemnify and save harmless the OWNER from all costs and damages which OWNER may suffer by reason of failure to so perform herein and shall fully reimburse and repay OWNER all outlay and expense which the OWNER may incur in making good any default or deficiency, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agreed that the OWNER may do said work and supply such materials and charge the same against said CONTRACTOR and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in _____ Collin County, Texas.

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of the Bond. And further that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

Surety agrees that the bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of completion and acceptance of the improvement by the OWNER.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____ 20_____.

WITNESS

PRINCIPAL

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

WITNESS

SURETY

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

The Resident Agent of the Surety for delivery of notice and service of process is:
Name: _____
Address: _____
Phone Number: _____

Note: Date of Bond must NOT be prior to date of contract.



COLLIN COUNTY

Office of the Purchasing Agent
2300 Bloomdale Road
Suite 3160
McKinney, Texas 75071
www.collincountytx.gov

ADDENDUM No. One (1)

Emergency Medical, Ambulance Service RFP No. 2018-139

Effective: March 15, 2018

You are hereby directed to make changes to the Request for Proposal in accordance with the attached information:

Add Document:

Attachment No. 3 - Pre-conference Sign-in Sheet
Attachment No. 4 – RFP Court Package Revisions

- Legal Notice
- CIQ-Information Regarding CIQ Questionnaire
- Specifications section 4.0 and 5.0

NOTE ADDITION BELOW:

Attachment No. 4 has been issued to document changes made to the RFP package posted on Commissioners' Court on February 5, 2018. All documents uploaded and released on e-bid as of February 6, 2018 at reflect those changes.

Please note all other terms, conditions, specifications drawings, etc. remain unchanged.

Sincerely,
Michalyn Rains CPPO, CPPB
Purchasing Agent



SIGN-IN SHEET

Project:	RFP 2018-139 emergency Medical, Ambulance Service	Meeting Date:	Thursday, February 15, 2018, 10:00am
Facilitator:	Geri Osinaike - Collin County Purchasing	Place/Room:	Commissioners' Court Room 2300 Bloomdale 4 th floor, McKinney, TX. 75071

Name	Company	Phone	E-Mail
Carol Decker	City Weston	972-333-1032	cdecker@weston-texas.com
DOAK ENABRIT	CAREFLITE	806-777-1122	denabrit@CAREFLITE.ORG
HAROLD WATKINS, JR.	CITY OF MELISSA	972 838 1081	hwatkins@cityofmelissa.com.
Chad Reed	City of Melissa FD	214-843-5711	ccreed@cityofmelissa.com
Theresa Hall	AMR	214-414-2147	Theresa.Hall@amr.net
Dennis Nortman	AMR	2145586185	Dennis.Nortman@amr.net
Michael Kinn	Collin County		
Curtis Smith	Acadian	2145856347	CURTIS.SMITH@ACADIAN.COM
Ricky Jones	Medic One Medical Response	214-422-6965	R.Jones@medicone-response.com
JASON MOORE	Medic One	214-784-6643	jmoore@medicone-response.com
Courtney Wilkerson	Collin County Purchasing	972-548-4113	cwilkerson@co.collin.tx.us
Michelle Charnoski	CC Pur.	972-548-4142	mcharnoski@co.collin.tx.us

2
1 of 3

LEGAL NOTICE

By order of the Commissioners' Court of Collin County, Texas, sealed proposals will be received by the Purchasing Agent, 2300 Bloomdale, Suite 3160, McKinney, TX 75071, **until 2:00 P.M., Thursday, March 15, 2018**, for Request for Proposal **Emergency Medical, Ambulance Service, RFP No. 2018-139**. A **Pre-Proposal Conference** will be ~~conducted by Collin County~~ held on **Thursday, February 15, 2018 at 10:00 am CST** at 2300 Bloomdale, 4th Floor, McKinney, TX 75071 in the Commissioners' Courtroom. This is to provide an opportunity for all interested companies to ask questions. A performance bond in the amount of \$500,000 is required within ten (10) consecutive calendar days following award. ~~Proposers~~ Offerors shall use unit pricing. Funds for payment have been provided through the Collin County budget approved by the Commissioner's Court for this fiscal year only. ~~Proposers~~ Offerors may obtain detailed specifications and other documents at Office of the Purchasing Agent: Collin County Administration Building, 2300 Bloomdale, Suite 3160, McKinney, TX 75071, 972-548-4165, or by going to: <http://collincountytx.ionwave.net>. Sealed proposals will be opened on **Thursday, March 15, 2018 at 2:00 P.M.** by the Purchasing Agent, 2300 Bloomdale, Suite 3160, McKinney, TX 75071. The Commissioners' Court reserves the right to reject any and all proposals.



ATTENTION: CLASSIFIEDS
BILL TO: ACCOUNT NO 06100315-00
COMMISSIONERS' COURT

NOTICE TO PUBLISHERS: Please publish in your issue on **Thursday, February 8, 2018** and **Thursday, February 15, 2018**. A copy of this notice and the publishers' affidavit must accompany the invoice when presented for payment.

NEWSPAPER: Plano Star Courier
DATE: February 6, 2018
FAX: 972-529-1684

4.0 EVALUATION CRITERIA AND FACTORS

4.1 The award of the contract shall be made to the responsible offeror, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with Vernon’s Texas Code Annotated, Local Government 262.030.

The Evaluation Committee will review all proposals received by the Opening date and time as part of a documented evaluation process. For each decision point in the process, the County will evaluate Offerors according to specific criteria and will elevate a certain number of offeror to compete against each other. The proposals will be evaluated on the following criteria.

The County will use a competitive process based upon “selection levels.” The County recognizes that if a offeror fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining offerors or to elevate a offeror that was not elevated before. The selection levels are described in the following sections.

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Offerors may, at the discretion of the County, be contacted to submit clarifications or additional information within two (2) business days.

LEVEL 1 – CONFORMANCE WITH MANDATORY REQUIREMENTS

4.1.1 Conformance with RFP guidelines and submittal requirements. The following documents shall be submitted as part of the proposal. Failure to provide these documents shall deem vendor as non-responsive.

4.1.1.1 Response to Section 5.22 through 5.38

4.1.1.2 Response to Section 6.0

LEVEL 2 – DETAILED PROPOSAL ASSESSMENT

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Criteria evaluated in Level 2:

Points	Evaluation Criteria
10	Public Sector Experience and References: <u>Company Background and Experience:</u> Offerors who have proven experience at public sector sites similar in scope, size and complexity to the County are preferred. References may be called or sent a questionnaire during this phase of the evaluation and the quality of the clients provided as references will be analyzed. Offerors should provide <u>a list of</u> clients with active contracts. The listing of all public sector clients provided in the RFP will also be used during this evaluation. Sections 5.22.14, 6.2, 6.4, and 6.6

30	<p>Implementation Plan/Staffing: County evaluators will examine implementation methodologies and plans that are well suited for the County. This analysis will include staffing effort, staffing level, implementation schedule, team make-up (project managers, team leads, etc.), and training.</p> <p>Section 5.30, 5.33, and 6.5</p>
20	<p>Scope of Services: County will analyze the offeror responses to scope of services.</p> <p>Section 5.22 – 5.38, 6.2, 6.3, and 6.8</p>

It is anticipated that the Evaluation Committee Collin County will elevate proposals scoring at least 42 points (70%) to Level 3.

LEVEL 3 – COST

Offerors who are elevated to level 3 will have their points combined from level 2 for a maximum 100 points total.

Points	Evaluation Criteria
40	<p>Cost: Section 6.7</p>

LEVEL 4 – DEMONSTRATION, SITE VISITS, AND INTERVIEWS (*OPTIONAL*)

The Eevaluation Ccommittee may hear oral presentations (if desired). Offerors are cautioned, however, that oral presentations are at the sole discretion of the committee and the committee is not obligated to request a demonstration or interview. The oral presentation is an opportunity for the Eevaluation Ccommittee to ask questions and seek clarification of the proposal submitted. The presentation is not meant as an opportunity for the offeror to simply provide generic background information about the corporation or its experience. Thus, the time will be structured with a minimum time for the offeror to present and the majority of time dedicated to addressing questions from the Eevaluation eCommittee. The oral presentations, if held, will be scheduled accordingly and all presenting offerors will be notified of time and date. The County reserves the right to bypass Level 4 in the evaluation process and move directly to Selection Level 5 or 6.

The following criterion is optional and will be used to evaluate those offerors elevated for interviews.

CRITERIA	VALUE
Demonstration/Interview/site visits	<u>3050</u>
Response to clarification questions	<u>2050</u>

Proposals may be re-evaluated based upon Criteria in level 2 and level 3.

LEVEL 5 – DISCOVERY SESSIONS (OPTIONAL)

Offerors elevated to Level 5 will be asked to respond in writing to issues and questions raised by the County, as well as any other cost and implementation/planning considerations in the proposal, and may be invited to present their responses on-site. The County reserves the right to bypass Level 5 in the evaluation process and move directly to Level 6.

The following criterion is optional and will be used to evaluate those offerors elevated for Discovery Sessions. Criteria evaluated during this phase include:

<u>CRITERIA</u>	<u>VALUE</u>
<u>Updated Implementation Strategy/Staffing</u>	<u>35</u>
<u>Updated Cost</u>	<u>35</u>
<u>Scope of Work</u>	<u>30</u>

LEVEL ~~6~~5 –BEST AND FINAL OFFER

Offerors who are susceptible of receiving award may be elevated to Level ~~6~~5 for Best and Final Offer. Offeror will be asked to respond in writing to issues and questions raised by the County as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. References may be called or sent a questionnaire during this phase of the evaluation and the quality of the clients provided as references will be analyzed. Proposals may be re-evaluated based upon Criteria in level 2, 3, 4 and /or 5 ~~and level 3~~.

Based on the result of the Best and Final Offer evaluation, a single offeror will be identified as the finalist for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the County, it reserves the right to contact any of the other offerors that have submitted bids and enter into negotiations with them.

5.0 SPECIAL TERMS AND CONDITIONS

5.1 **AUTHORIZATION:** By order of the Commissioners' Court of Collin County, Texas sealed proposals will be received for Emergency Medical, Ambulance Service.

5.2 **INTENT OF RFP:** The successful Offeror shall be responsible for providing appropriate response to 911 calls for emergency requests throughout the County coverage areas.

In this procurement, the County desires clinical excellence, superb response time performance, cost containment, and a professional and courteous image. Under the contract, the relationship between the County and the Offeror should always be one of cooperation and not conflict. The services shall include, but not be limited to, the management and operation of all ambulances, including Advanced Life Support. The service shall include medical supply purchasing, all fleet maintenance, and public education. The Offeror shall also reimburse local Fire/Rescue departments for medical supplies used.

The Collin County Fire Marshal is designated as the EMS Coordinator, and will be the County liaison between the selected Offeror and the County.

It is the desire of the County to pay no subsidy, but, the Offeror shall provide a proposed cost, if any, for services described in accordance with this RFP.

5.3 **PURPOSE:** Collin County has the statutory and constitutional duty and responsibility to provide 911 Emergency Services to the unincorporated areas of Collin County (Collin County Fire District). In addition, Collin County has created the Northern and Eastern Coalitions and has entered into Interlocal Agreements with the following cities to provide services to the incorporated areas in the following fire districts Anna (ANFD), Blue Ridge (BLFD), Farmersville (FVFD), Josephine (JOFD), Lowry Crossing (LCFD), Melissa (MSFD), Nevada (NVFD), Princeton (PNFD), Westminster (WMFD), and Weston (WEFD). Collin County is also responsible for all of the unincorporated areas in the above fire districts and the Royse City Fire District (RSFD) and Branch Fire District (BRFD). See Attachment No. 2 for a map of the fire districts. Please note the City of Lavon is included in the Nevada Fire District (NVFD), but the City of Lavon is not currently in the Northern or Eastern Coalition.

5.4 **SCOPE OF PROJECT:** Collin County is soliciting competitive proposals to provide 911 Emergency with Mobile Intensive Care Unit (MICU) Ambulance Service for the County. The County is seeking the highest quality, most reliable paramedic ambulance services at the most reasonable price.

5.5 PRE-PROPOSAL CONFERENCE: A pre-proposal conference will be conducted by Collin County on Thursday February 15, 2018 at 10:00 a.m. at 2300 Bloomdale, 4th Floor, McKinney, TX 75071 in the Commissioners' Courtroom. This is to provide an opportunity for all interested vendors to ask questions.

5.6 TERM: A five (5) year term commencing on November 1, 2018 and continuing through and including October 31, 2023

5.6.1 TRANSITIONAL PERIOD: Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Vendor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.

5.7 PERFORMANCE BOND: A performance bond in the amount of \$500,000 will be required of the successful vendor upon award of contract. The bond shall remain in effect for the term of the contract.

5.8 PERMITS, TAXES, and LICENSES: The Offeror is responsible for all necessary permits, licenses, fees and taxes required to carry out the provisions of the RFP. The financial burden for such expenses rests entirely with the company providing the service under the contract.

5.9 FUNDING: Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.

5.10 PRICE REDUCTION: If during the life of the contract, the offeror's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.

5.11 PRICE RE-DETERMINATION: A price re-determination may be considered by Collin County only at the anniversary date (November 1st of each year) of the contract. All requests for price re-determination shall be in written form, shall be submitted on or before April 1st of each year and shall include supporting documentation. Requests for price re-determination shall be based on the percentage increase for the previous twelve (12) month period in the medical component of the Consumer Price Index (CPI) (calculated to the next 1/19th of (1%) of the South region for All Urban Consumers) as published by the United

State Department of Labor. For purposes of this contract, the Medical CPI shall not exceed an annual increase of 3.0%.

5.11.1 In order to receive consideration for a price redetermination, Offeror must be in good standing, meet the minimum requirements of contract and be performing above the 85% of response times as shown in Attachment #1.

5.12 COUNTY ASSERTION OF ESTIMATES: Any information herein is provided as an estimate of volume based on past history. This data is provided for the general information of vendors and is not guaranteed to be relied upon for future volumes.

5.13 SAMPLES/DEMOS: When requested, samples/demos shall be furnished free of expense to Collin County.

5.14 APPROXIMATE VALUE: The estimated value of this contract is \$830,485 annual subsidy. Approximate value does not constitute an order.

5.15 PROPOSAL SCHEDULE:

RFP released:	February 6, 2018
Pre-Proposal Conference:	February 15, 2018, 10:00 a.m.
Deadline for submission of vendor questions:	March 1, 2018, 5:00 p.m.
Proposals due:	March 15, 2018, 2:00 p.m.
Vendors notified of selection for presentation:	April 2018, optional
Anticipated Award:	August 2018
Effective date of contract:	November 1, 2018

Collin County reserves the right to change the schedule of events as it deems necessary.

5.16 OFFEROR COMMUNICATION: Offerors are prohibited from communication directly with any employee of Collin County, except as described herein. Collin County will not be responsible for verbal information given by any Collin County employee or other person. The issuance of an Addendum is the only official method whereby interpretation, clarification or additional information will be communicated and authorized.

5.17 AUDITS AND RECORDS: The Offeror agrees that at any time during normal business hours, and as often as County may deem necessary, Offeror shall make available to representatives of the County for examination all of its records with respect to all matters covered by the resulting contract, and will permit such representatives of the County to

audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by the resulting contract, all for a period of three (3) years from the date of termination or expiration of contract or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.

- 5.18 CONFIDENTIALITY: All completed and submitted proposals become the property of Collin County. Collin County may use the proposal for any purpose it deems appropriate. Prior to Collin County approval, the proposal material is considered as “draft” and is not subject to the Texas “Public Information Act”, Texas Government Code Chapter 552. After approval by Collin County, the proposal material becomes part of the contract between the vendor and Collin County. Upon signing of a contract, proposals and contracts are subject to the State of Texas “Public Information Act”. If any information is to be considered proprietary, the Vendor must place it in a separate envelope and mark it “Proprietary Information”. The State of Texas Attorney General retains the final authority as to the extent of material that is considered proprietary or confidential.
- 5.19 BINDING EFFECT: This resulting agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Texas. Collin County’s RFP, the offeror’s proposal in response to the RFP and any additional negotiated conditions reduced to writing will become part of the final contract between the successful offeror and Collin County. This agreement then constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. By mutual agreement, the parties may, from time to time, promulgate scope of service documents to define the scope of services. Such scope of service documents will be incorporated into the contract agreement. Offeror acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules, regulations, and orders.
- 5.20 COSTS INCURRED IN RESPONDING:
- 5.20.1 County will not pay any costs incurred in proposal preparation, presentation, demonstration or negotiation, nor does it commit to procure or contract for any services. All costs of proposal preparation will be borne by the offeror.
- 5.20.2 It is understood that all proposals, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will become the property of the County when received by the County and may be considered public information under applicable law.

5.20.3 The County assumes no liability for any costs incurred by offerors throughout the entire selection process.

5.21 ADDITIONAL INFORMATION:

5.21.1 The award will be made to the best evaluated offeror that can provide the best service to the County and other entities of the covered response areas.

5.21.2 The County may schedule site visits to the Offeror's facilities in order to assess the capability and ability of the Offeror to fulfill the requirements of this RFP.

5.21.3 If during the evaluation process, the County is unable to determine an Offeror's ability to perform, the County has the option of requesting evidence of the Offeror's ability. The Offeror will be notified and permitted five (5) working days to comply with any such request.

MINIMUM REQUIREMENTS: Successful proposals will include, at minimum, the following.

5.22 GENERAL DUTIES:

5.22.1 Offeror shall maintain compliance with the Texas Administrative Code, Chapter 157 Emergency Medical Care.

5.22.2 Offeror shall provide and pay for all administration, insurance, professional expertise, labor, materials, vehicles, and equipment necessary to respond to all emergency and non-emergency calls referred to the Offeror by the County.

5.22.3 The Offeror will be responsible for supplying vehicles, equipment and supplies, and radios that meet or exceed standards for inter-operable communications with the Collin County Emergency Services / E-911 Division.

All vehicles shall be equipped with a compatible transponder to be tracked by Offeror dispatch. All vehicles and equipment shall be fully operational when placed in service initially and throughout the term of the contract for response to public needs.

5.22.4 Offeror shall furnish all manpower and supervision for the operation of a centralized dispatch center. The Offeror shall provide sufficient certified personnel in the dispatch center at all times to allow prompt answering of all requests for emergency service.

- 5.22.5 The Offeror shall apply for, secure, and renew all licenses, permits, certificates or similar government approvals which are or may be required by applicable law. The Offeror shall provide copies of all licenses to the EMS Coordinator before services start and as described in section 5.26.2.
- 5.22.6 The Offeror shall accept assignment of Medicare benefits as payment and shall not bill Medicare beneficiaries for any additional amount except as permitted by the Medicare Guidelines for the acceptance of assignment.
- 5.22.7 The Offeror shall make emergency services National Fire Protection Association (NFPA), as defined by NFPA standards, available to all persons within the service area defined in the Contract.
- 5.22.8 The Offeror shall provide a standby ambulance and emergency medical personnel for standby upon request of the County EMS Coordinator, County Sheriff, Fire Chief's or Chiefs of Police of any municipality, at no additional charge to the County, when there is reason to believe a life threatening public emergency presently exists or is imminent in the County or in the jurisdictions of the municipalities participating in the contract, which includes standing-by at fire, rescue and hazardous materials response incidents.
- 5.22.9 Subject to the Offeror's reasonable policies and procedures regarding same, the Offeror shall permit observers from the public safety departments of the County. The Offeror's policies and procedures may address, among other things, the requirement of written waiver and indemnity agreements, dress codes, conduct codes and the like.
- 5.22.10 The Offeror shall comply with all the County Emergency Operations Plans, or successor plans adopted and approved by the Collin County whenever the provisions of such plan or plans are in effect. The Offeror will participate in the Collin County Local Emergency Planning Committee.
- 5.22.11 The Offeror further agrees to participate in required community disaster drills as directed by the Collin County and within the Offerors resources and guidelines for such activities.
- 5.22.12 The Offeror may not offer incentives, by way of additional salaries or wages, or compensated leave of absence, to employees based upon the

number of procedures performed or based upon mileage for the provision of ambulance transportation.

5.22.13 The Offeror shall meet response times as outlined in Attachment No.1 Response Time.

5.22.14 The Offeror shall have a minimum of five (5) years' experience providing 911 emergency services.

5.23 TRANSPORT:

5.23.1 The Offeror shall provide emergency medical treatment and transportation from the scene to the closest appropriate health facility, based upon the chief complaint/illness/injury. Offeror will utilize North Central Texas Trauma Regional Advisory Council (NCTTRAC) guidelines for appropriate destination determination. Patients have the right to request transport to a particular facility within the County, however it is the responsibility of the offeror's staff to communicate to the patient if their requested destination is not the closest, most appropriate facility to treat their condition.

5.23.2 In addition the selected Offeror will transport Sheriff's Office and local area Police Department (PD), Fire/Rescue, and personnel who are injured in the line of duty at no additional charge.

5.24 COMMUNICATIONS EQUIPMENT:

5.24.1 The Offeror shall supply and maintain fully operational vehicle and portable radios as required for it to perform hereunder. All radios shall operate on frequencies used by the County and participating cities.

5.24.2 Any vehicle that responds to a call in Collin County shall have a fully operational vehicle and portable radio as described in 5.24.1.

5.25 DISPATCH & COMMUNICATIONS: The dispatch and communications section shall include at a minimum.

5.25.1 Describe how the Offeror will arrange for the appropriate dispatch of all emergency resources, either internally or with an outside contractor, at the expense of the Offeror.

5.25.2 Each Offeror shall supply and maintain fully operational vehicle and portable radios that are compatible and operate on the frequencies used by all Entities covered in this RFP. Acknowledgment regarding adherence to this requirement must be included.

- 5.25.3 Describe how the Offeror will maintain communications with ambulances and field personnel.
- 5.25.4 Describe how maintenance of mobile and portable radios will be accomplished.
- 5.25.5 Describe how the Offeror will ensure redundancy/back-up of dispatch communications in the event of a manmade or natural disaster affecting primary dispatch location/services.

5.26 NOTIFICATION:

- 5.26.1 The EMS Coordinator shall be notified immediately whenever the following occurs: mass casualty incidents; or motor vehicle accident involving an Offeror operated ambulance.
- 5.26.2 The EMS Coordinator shall be notified immediately, within four (4) hours, whenever the following occurs:
 - 5.26.2.1 The employment of any person involved in the delivery of services related to the subject of the contract and the notification shall provide necessary certification numbers;
 - 5.26.2.2 The separation/termination or the employee status change of any of the Offeror's employees involved in the delivery of services related to the contract; and
 - 5.26.2.3 A change in the Offeror's management or supervisory structure.

5.27 AVAILABLE AMBULANCES:

- 5.27.1 When an ambulance is to be taken out of service for preventative or routine maintenance, another ambulance shall be put in place of the ambulance being taken out of service, until such time as the other ambulance is returned to service.

5.28 RESPONSE TIME:

- 5.28.1 As used herein, the term emergency request shall include any response by the Offeror under the contract on an emergency service request received by the Offeror from Collin County Dispatch or a call received directly from the public within the service area.
- 5.28.2 Response to emergency requests shall be determined the moment the Offeror's ambulance is notified of the emergency service request. The

Offeror has a duty to immediately notify Collin County Dispatch of the current location that the Offeror is located when service request is received.

5.28.3 If, in each monthly period, the Offeror fails to respond to emergency requests in accordance with the times stated in Attachment No. 1 Response Time, it shall be assessed deductions set forth in this RFP.

5.28.4 For purposes of determining the Offeror's compliance with the response time standards as set forth in this RFP, and for calculating assessments, every emergency request for ambulance service shall be counted except as follows:

5.28.4.1 Requests during a disaster, locally or in a neighboring jurisdiction that an Offeror's ambulance is dispatched too.

5.28.4.2 An inclement weather condition exists.

5.28.4.3 The response for an emergency request may also be excluded when the EMS Coordinator determines there is other good cause for an exception.

5.29 AMBULANCE SPECIFICATIONS:

5.29.1 The offeror shall management and operation of all ambulances, including Advanced Life Support.

5.29.2 All ambulances used for emergency patient transportation shall be in good working condition, physical appearance, operational and mechanical for the patients and crew members. This shall remain in effect unless otherwise approved in writing by the County and the EMS Coordinator.

5.29.3 Each ambulance used in the emergency transportation of patients shall be equipped with all items required by Texas Administrative Code 157, Emergency Medical Care and NFPA vehicle standards 1901.

5.29.4 Equipment shall be available to allow ambulances to travel in inclement weather conditions, including snow or ice.

5.29.5 Each ambulance shall permanently display its name or other suitable corporate identification or logo on the outside of the vehicle along with the vehicle DSHS license number. The Offeror shall also display Collin County logo in accordance with logo guidelines as approved by Collin County Commissioners' Court.

5.29.6 Any ambulance used by the Offeror for transporting patients shall conform to all standards as promulgated and defined by the EMS Medical Director, and all rules and regulations promulgated and set forth in any state and local ordinance.

5.30 PERSONNEL:

5.30.1 The Offeror should attempt to employ EMT's, Paramedics and clerical staff with local knowledge and experience. All reasonable efforts to employ Paramedics and EMT's with experience, knowledge and history of the Collin County area should be considered first. This is critical for the working relationship with all volunteer fire and rescue departments and county citizens of the familiar faces in the community.

5.30.2 The parties understand that the EMS System requires professional and courteous conduct at all times from Offeror's field personnel, middle management, and top executives. The Offeror shall employ highly trained paramedics, EMT's, and support staff to provide patient care and to operate Offeror's vehicles and equipment.

5.30.3 Each EMT and paramedic shall be physically capable of performing the tasks assigned by the Offeror, shall be clean in dress and person, and shall display their name and certification in an appropriate manner visible to the patient. Any of Offeror's employees who operate under the contract shall conform to the Offeror's dress code which shall conform to DSHS guidelines (on shirt or uniform, polo shirt or uniform shirt).

5.30.4 The parties understand that training and educational requirements change from time to time for EMT's and Paramedics as new protocols and medical treatments are approved by the EMS Medical Director. The cost of such training or education shall be the sole responsibility of the Offeror.

5.30.5 The Offeror shall utilize reasonable work schedules and shift assignments that allow personnel to work no more than thirty-six (36) consecutive hours followed by a minimum of twelve (12) hours off-duty. The Offeror shall provide working conditions that assist in attracting and retaining highly qualified personnel.

5.30.5.1 The Offeror shall utilize management practices that ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are not

exhausted to an extent that might impair judgment or motor skills.

- 5.30.6 The Offeror shall offer to its employees a compensation and benefits package designed to attract and retain highly qualified field personnel and clerical personnel. Salary and benefits should be comparable to the same positions in the industry and surrounding counties. Please provide a representative compensation and benefits package with your proposal.
- 5.30.7 The Offeror shall have in place a third party independent testing program for random drug screening of all personnel providing response under the contract. Further, the Offeror will transport to a facility for testing any employee suspected to be using or under the influence of drugs or alcohol or other intoxicant, or have an agent of a testing facility come to the location of the employee to obtain a necessary sample. Any employee suspected of being under the influence of any drug or intoxicating substance will be relieved of duty until there is clinical proof to the contrary.
- 5.30.8 The Offeror shall have a Standard Operations Manual (SOP) that describes how complaints regarding level of care, response or employee action or inaction are handled. This SOP will be given to the EMS coordinator at beginning of contract.
- 5.30.9 Should complaints arise which are directed at level of care, response or employee action or inaction, such complaints from the EMS Coordinator shall be answered within 48 hours to include actions taken, including disciplinary action and other corrective measures.
- 5.30.10 It shall be of the utmost importance that employees of the Offeror strive to gain proficient knowledge of the streets and highways in the coverage areas in order to choose the quickest, most direct route to the scene of an emergency.
- 5.30.11 The Offeror shall provide a mechanism or approved method for monitoring driver performance for all ambulances providing service under the contract. The County is to be provided with reports on driver performance as requested by the EMS Coordinator.
- 5.30.12 All Contract personnel shall be trained and receive certification as current level NIMS (National Incident Management System) compliant.

5.30.13 Offeror will have staff available and a toll free phone number, capable of discussing and resolving billing questions.

5.31 QUALITY IMPROVEMENT & MITIGATION PROGRAMS:

5.31.1 The Offeror shall develop and have in place a comprehensive quality improvement program for the EMS System and provide a copy of such program and implementation to the EMS Coordinator prior to commencement of the contract. This should also address a weather mitigation plan, to maximize response times, and decrease injuries when threatening weather is approaching.

5.32 FIRST RESPONDERS:

5.32.1 The fire departments within the service area have, on a limited basis, first responder programs in place. The Offeror shall cooperate and coordinate its activities and services with the first responder's services, the primary goal being to enhance patient care through mutual cooperation.

5.32.1.1 The Offeror shall provide an exchange of disposable medical supplies used by the fire departments at no charge.

5.32.2 The first certified registered responding agency on the scene shall have primary responsibility for patient care until such time as care is turned over to the Offeror. The highest ranking fire department officer on the scene shall have scene control as Incident Commander.

5.32.3 The Offeror shall be responsible for providing first responder education. Monthly continuing education (CE) credits shall be offered monthly, at times that are convenient (i.e. evenings/weekends) to the first responders. The CE's should be offered multiple times during a monthly period and at different locations.

5.33 OVERVIEW OF THE COUNTY AND EMS STATISTICS:

5.33.1 The Collin County Service Area is made of approximately 54,584 residents of the Northern and Eastern Coalitions. The Northern Coalition is comprised of fire district areas of Anna, Melissa, Westminster, Weston, and the unincorporated area of Royce City part of the Collin County Fire District. The Eastern Coalition is comprised of the fire

districts of Blue Ridge, Farmersville, Josephine, Lowry Crossing, Nevada, Princeton and the unincorporated area of Branch, part of the Collin County Fire District.

5.33.2 The new contract will be an E-911 emergency service contract with fully staffed and equipped paramedic units for the areas described in this RFP.

5.33.3 Call History: Collin County Reported KPI

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Ambulance Responses	4224	4470	4820	4782	5340	5345
Ambulance Transports	2839	3053	3194	3200	3436	3487
Ambulance Cancels	423	418	454	429	460	
Ambulance Dry Runs	962	999	1172	1153	1444	

5.34 PERFORMANCE BASED CONTRACT

5.34.1 This procurement will result in the award of a Performance-based contract. Deductions will be assessed for failures to achieve minimum standards set forth in the Contract. This procurement requires the highest levels of performance and reliability, and the mere demonstration of effort, even diligent and well intentioned effort, shall not substitute for performance results. Specifically:

5.34.1.1 Ambulance response times shall meet the response requirements set forth in the RFP.

5.34.1.2 The Offeror will be responsible for dispatch of ambulances under this contract.

5.34.1.3 Clinical performance shall be consistent with approved medical standards and guidelines set forth by the State of Texas.

5.34.1.4 The conduct of personnel shall be professional and courteous at all times.

5.34.1.5 There shall be an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system.

5.34.1.6 Clinical and response time performance shall be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to

performance, protocol, procedure, performance auditing, and prompt and definitive corrective action as set out in 5.36.

5.34.1.7 This is not a level-of-effort contract. An Offeror who fails to perform shall be promptly replaced, because human lives, and not merely inconvenience or money, are at stake. In accepting an Offeror's offer, the County neither accepts nor rejects the Offeror's level-of-effort estimates; rather, the County accepts the Offeror's promise to employ whatever level- of-effort is necessary to achieve the clinical, response time, and other performance standards required by the terms of the Contract.

5.35 USE OWN EXPERTISE AND JUDGEMENT:

5.35.1 Offeror is specifically advised to use its own best expertise and professional judgment in deciding upon the methods to be employed to achieve and maintain the high performance required under the contract. By "methods", the County means compensation programs, shift schedules, personnel policies, supervisory structures, fluid vehicle deployment techniques, and other internal matters which, taken together, comprise each Offeror's own strategies and tactics for getting the job done.

5.35.2 The County hopes to promote innovation, efficiency, and superior levels of high performance.

5.36 PERFORMANCE REVIEW:

5.36.1 The County EMS Coordinator shall conduct a monthly evaluation of the performance of the Offeror for the first six (6) months of contract and quarterly thereafter utilizing criteria the County determines to be relevant. In addition, the County may conduct intermittent evaluations at such times specified by the county. This will include but not be limited to issues of mere compliance with the terms of the contract.

5.36.2 The Offeror's performance should exceed the minimum requirements of the contract.

5.37 RESPONSE DAMAGES:

5.37.1 In each monthly period (beginning on the first day of each month), not less than (100%) of the Offeror's response to emergency requests shall be performed as set forth in the RFP.

- 5.37.2 Failure of the Offeror to meet response time requirements may result in a deduction from the operating subsidy or an assessment of fees (collected quarterly) based on the following:
- 5. 37.3 The table below shows deduction/assessment of fees per monthly period (deduction/assessments are cumulative):
 - 5.37.3.1 85-100% MICU responses – No assessment
 - 5.37.3.2 80-84% MICU responses - \$1,000 assessment per call
 - 5.37.3.3 80% or less MICU responses - \$2,000 assessment per call plus Offeror will be put on probation for a period of three (3) months
- 5.37.4 If Offeror does not meet the 85%response time or greater in the monthly period, the Offeror will be placed on probation. The County will notify Offeror when/if they are placed on probation.
- 5.37.5 If Offeror is put on probation, the Offeror will be required to submit a written plan within ten (10) days of being notified of Probation. This plan will detail how the Offeror intends remove itself from probation. In order to be removed from Probation, Offeror will need to achieve 85%or better for the next three (3) months.

5. 38 REPORTING: At a minimum the offeror will provide the following reports.

- 5.38.1 Each month a response time exception report will be submitted to the County EMS coordinator by close of business on the 10th of each following month.
- 5.38.2 Driver performance reports will be provided as requested.
- 5.38.3 Monthly performance statistic reports, to include any clinical performance issues (i.e. IV attempts, IV success rate, etc.)
- 5.38.4 The EMS Coordinator shall be given access to create reports as needed.

6.0 PROPOSAL FORMAT

In accordance with the directions below, offeror shall provide a response for each item in sections 5.22 through 5.38 and 6.2 through 6.8 in order and include item numbers in response. Answer all questions fully, clearly, and concisely, giving complete information. Do not skip items. Do not refer to other parts of your proposal for the answers. You may not modify either the order or

language of the question. Responses shall include a statement of “agree”, “confirmed”, “will provide”, “not applicable”, or “exception taken” along with any additional information. If an item is “not applicable” or “exception taken”, offeror shall state that and refer to Section 7.0 Exceptions, with explanation.

Offeror shall adhere to the instructions in this request for proposals on preparing and submitting the proposal. If offeror does not follow instructions regarding proposal format, points will be deducted during the evaluation process.

6.1 PROPOSAL DOCUMENTS: To achieve a uniform review process and to obtain a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum include a Table of Contents detailing sections and corresponding page numbers.

6.1.1 Proposals may be submitted online via <http://collincountytexas.ionwave.net> or submitted via CD-ROM or Flash Drive. Electronic submissions are preferred.

6.1.2 If submitting manually, proposal shall be submitted in a sealed envelope or box with RFP name, number, and name of firm printed on the outside of the envelope or box. Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening:

Collin County Purchasing
Attn: Geri Osinaike, Senior Buyer
2300 Bloomdale, Suite 3160
McKinney, TX 75071

The envelope in which the proposal is enclosed must be marked:

SEALED PROPOSAL
RFP 2018-139
Emergency Medical, Ambulance Service

Paper copies shall be printed on letter size (8 ½ x 11) paper and assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders. Manual submittals shall include an electronic copy in a searchable format.

It shall be the responsibility of the offeror to insure that their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.

POINT OF CONTACT: Information regarding the purchasing process and the contents of this RFP may be obtained online via <http://collincountytexas.ionwave.net>, from the Collin

County Purchasing Department or email gosinaike@co.collin.tx.us, Geri Osinaike, Senior Buyer. All questions regarding the RFP shall be submitted online.

6.2 EXECUTIVE SUMMARY (PROPOSAL SECTION 1.0)

This part of the response to the RFP should be limited to a brief narrative highlighting the Offeror's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. This section should not include cost quotations. Note that the executive summary should identify the primary contacts for the Offeror.

The executive summary shall also state the number of years the Offeror has provided emergency 911 services. Note: In accordance with section 5.22.14, offeror shall have a minimum of five (5) years' experience providing 911 emergency services. Proposals that do not meet this requirement will not be considered.

6.3 SCOPE OF SERVICES (PROPOSAL SECTION 2.0)

This section of the proposal shall include a general discussion of the Offeror's understanding of the "overall" project. Include responses to sections 5.22 through 5.38

6.4 COMPANY BACKGROUND AND EXPERIENCE (PROPOSAL SECTION 3.0)

The Offeror shall provide the following information about its company so that the County can evaluate the corporate stability and Offeror's ability to support the commitments set forth in response to the RFP. The County, at its option, may require an Offeror to provide additional support and/or clarify requested information.

6.4.1 Amount of time the company has been in business.

6.4.2 A brief description of the company size and organizational structure.

6.4.3 Most recent audited financial statements.

6.4.4 List of current public sector customers by name and by state. (Texas customers, preferably Counties, are to be listed first) The population of area serviced, should also be included.

6.4.5 Any material (including letters of support or endorsement from clients) indicative of the Offeror's capabilities.

6.4.6 List of any terminated contracts. Disclose the jurisdiction and explain the termination.

6.4.7 List of all lawsuits resulting in award (in or outside of court) to a client and provide basis and finding of any settlement.

6.4.8 Is your firm nationally accredited? If yes, please state accreditations

6.5 IMPLEMENTATION PLAN/ STAFFING (PROPOSAL SECTION 4.0)

The Offeror shall provide a detailed plan for implementing the proposed contract. This information SHALL include:

6.5.1 Detailed methodology and plan for implementing the contract. The implementation plan shall include the following elements: the estimated implementation timeframe; an overview of project phases and major milestones a matrix of proposed roles/responsibilities for County staff and the Offeror and all project assumptions. The description of the implementation plan shall include the specific components which are included in each phase of the implementation based on the scope of work for the project.

6.5.2 Organization chart

6.5.3 Resumes and qualifications of the Proposed Operations Manager, Field Supervisors and Company Executives, current clinical and Quality Assurance staff

6.6 CLIENT REFERENCES (PROPOSAL SECTION 5.0)

The County considers references to be important in its decision to award a contract. All references provided will be contacted by the County during the selection process. Firms shall provide at least five (5) client references that are similar in size and complexity to this procurement (preferably Counties).

Include Date contract started and terminated, name, address, contact name, email, phone number, position of the contact in the organization.

In addition to contact information, each reference shall include the following:

6.6.1 Type and level of service

6.6.2 Geographic size of area

6.6.3 Population serviced

6.6.4 Number of emergency/non-emergency calls

6.6.5 Start and end date of contract

6.7 COST PROPOSAL (PROPOSAL SECTION 6.0)

Offeror's cost proposal shall include:

6.7.1 Cost to the County (subsidy) if any

6.7.2 Charges for services to citizens for MICU Base Transport. Include detailed information for all fees.

6.7.3 Mileage rate. (Statement for charges that says, "Medicare allowable" will be permitted). Include statement and detail all fees.

6.8 EXCEPTIONS TO THE RFP (PROPOSAL SECTION 7.0)

Instructions for completing section:

The exception table shall be completed for any exception from requirements identified in this RFP. Please complete the following worksheet listing any and all exceptions from the information requested in the Request for Proposal. Attach additional pages as needed. If no exceptions are listed in Section 7.0 it is understood that the offeror has agreed to all RFP requirements, the response will be considered as confirmed even if it is listed elsewhere as an exception.

Section Number/ Question Number	Required Service Offeror is Unable to Perform	Steps Taken to Meet Requirement

INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and

CIS: http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

The vendor acknowledges by doing business or seeking to do business with Collin County that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers:

<http://www.collincountytx.gov/government/Pages/officials.aspx>

The following will be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department:

Bill Bilyeu - Director of Administrative Services, Collin County

Jason Browning – Fire Marshal, Collin County

Additional Evaluation Committee Members:

Tim Mock – Assistant Chief/EMS Operations, McKinney Fire Department

Brandon Blythe – Assistant Chief/EMS Operations, Wylie Fire Department ~~Dan~~

~~Trip – Assistant Chief/EMS Operations, Joesphine Fire Department Carol Decker~~

~~– EMS Board, City of Weston~~

Representatives of the Northern & Eastern Coalitions:

One member representing each city within the Northern & Eastern Coalitions

Purchasing:

Michalyn Rains, CPPO, CPPB - Purchasing Agent Michelle

Charnoski, CPPB - Assistant Purchasing Agent Geri

Osinaike, CPPO, CPPB - Senior Buyer

Commissioners' Court: Keith

Self – County Judge

Susan Fletcher – Commissioner Precinct No. 1

Cheryl Williams – Commissioner Precinct No. 2

John Thomas – Commissioner Precinct No. 3

Duncan Webb – Commissioner Precinct No. 4

Agenda Item No. 8

Attachment #12

**AMR Proposal to Collin County RFP 2018-139 Emergency Medical
Ambulance Service**

Collin County, Texas (Collin County Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Geri Osinaike, CPPO, CPPB Senior Buyer	Address	2300 Bloomdale Rd. Ste. 3160 McKinney, TX 75071	Address	
Email	gosinaike@co.collin.tx.us	Contact	Geri Osinaike, CPPO, CPPB Senior Buyer	Contact	
Phone	(972) 548-4107				
Fax	(972) 548-4694				
Bid Number	2018-139 Addendum 1	Department	Purchasing	Department	
Title	Emergency Medical, Ambulance Service	Building	Admin. Building Ste.3160	Building	
Bid Type	RFP	Floor/Room		Floor/Room	
Issue Date	2/6/2018 03:07 PM (CT)	Telephone	(972) 548-4107	Telephone	
Close Date	3/15/2018 02:00:00 PM (CT)	Fax	(972) 548-4694	Fax	
		Email	gosinaike@co.collin.tx.us	Email	

Supplier Information

Company	American Medical Response Ambulance Service Inc
Address	4355 Beltwood parkway North Farmers Branch, TX 75244
Contact	Theresa Hall
Department	
Building	
Floor/Room	
Telephone	(214) 414-1247
Fax	
Email	theresa.hall@amr.net
Submitted	3/15/2018 12:03:04 PM (CT)
Total	\$831,332.24

The undersigned hereby certifies the foregoing proposal submitted by the company listed below hereinafter called "offeror" is the duly authorized agent of said company and the person signing said proposal has been duly authorized to execute same. Offeror affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror or other person or persons engaged in the same line of business; and that the contents of this proposal as to prices, terms and conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Signature Theresa Hall, Regional Director, AMR

Email theresa.hall@amr.net

Supplier Notes

AMR intends to participate in this bid. We have submitted our proposal and cost attachments as instructed in the County RFP (Addendum 1 attached to bid response). We look forward to working with Collin County to maintain the professional quality and reliable service your citizens have come to expect.

Bid Notes

Please login to view documents. Collin County is requesting proposals for Emergency Medical, Ambulance Service. The offeror shall provide all services, staff and equipment to respond to 911 calls for emergency requests throughout the County coverage areas. Any questions related to this RFP shall be directed to Geri Osinaike, gosinaike@co.collin.tx.us

Bid Activities

Date	Name	Description
2/15/2018 10:00:00 AM (CT)	PRE-PROPOSAL CONFERENCE	PRE-PROPOSAL CONFERENCE will be conducted by Collin County on Thursday February 15, 2018 at 10:00 a.m. at 2300 Bloomdale, 4th Floor, McKinney, TX 75071 in the Commissioners' Courtroom. This is to provide an opportunity for all interested vendors to ask questions and receive clarification.
3/1/2018 05:00:00 PM (CT)	Deadline to Submit Questions	Deadline to Submit Questions Thursday March 1, 2018 at 5:00 pm.
3/1/2018 05:00:00 PM (CT)	Intent to Submit Proposal	Do you intend to submit a proposal?

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Delivery	<p>Delivery will be F.O.B. inside delivery at Collin County designated locations and all transportation charges are to be paid by the supplier to destination.</p> <p>Please state delivery in calendar days from date of order.</p>	Immediate (0)
2	Exceptions	<p>Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions.</p>	No
3	Insurance	<p>I understand that the insurance requirements of this solicitation are required and a certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract.</p> <p>Please initial.</p>	TH
4	Subcontractors	<p>State the business name of all subcontractors and the type of work they will be performing under this contract.</p> <p>If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".</p>	Not Applicable-Self Perform
5	Reference No. 1	<p>List a company or governmental agency where these same/like products /services, as stated herein, have been provided.</p> <p>Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. See section 6.6 and complete all required information.</p>	1. Ellis County, Texas (see section 6.6 in attachment "Proposal / Response to RFP")
6	Reference No. 2	<p>List a company or governmental agency where these same/like products /services, as stated herein, have been provided.</p> <p>Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. See section 6.6 and complete all required information.</p>	2. Arlington, Texas (see section 6.6 in attachment "Proposal / Response to RFP")

7	Reference No. 3	<p>List a company or governmental agency where these same/like products /services, as stated herein, have been provided.</p> <p>Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. See section 6.6 and complete all required information.</p>	<p>3. Hunt County, Texas (see section 6.6 in attachment "Proposal / Response to RFP")</p>
8	Reference No. 4	<p>List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. See section 6.6 and complete all required information.</p>	<p>4. Temple, Texas (see section 6.6 in attachment "Proposal / Response to RFP")</p>
9	Reference No. 5	<p>List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. See section 6.6 and complete all required information.</p>	<p>5. Wichita Falls, Texas (see section 6.6 in attachment "Proposal / Response to RFP")</p>
10	Cooperative Contracts	<p>As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter-local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.</p> <p>Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?</p>	<p>Yes</p>
11	Preferential Treatment	<p>The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A).</p> <p>1. Is your principal place of business in the State of Texas?</p> <p>2. If your principal place of business is not in Texas, in which State is your principal place of business?</p> <p>3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?</p> <p>4. If your state favors resident bidders, state by what dollar amount or percentage.</p>	<p>1. Yes 2. N/A 3. N/A 4. N/A</p>

- 12 Debarment Certification TH
- I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.
- Please initial.
- 13 Immigration and Reform Act TH
- I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.
- I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County.
- Please initial.
- 14 Disclosure of Certain Relationships TH
- Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor.
- By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.
- Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.
- Please initial.
- 15 Anti-Collusion Statement TH
- Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.
- No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list.
- Please initial.

- 16 Disclosure of Interested Parties
- Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.
- Section 2252.908 applies only to a contract entered into on or after January 1, 2016.
- Please initial.
- 17 Notification Survey
- In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165.
- Collin County eBid Notification
- How did you receive notice of this request?
- 18 Proposer Acknowledgement
- Proposer acknowledges, understands the specifications, any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Proposal submittal resulting from Proposer's failure to do so. Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Request for Proposal.
- TH
- Please initial.

Line Items

#	Qty	UOM	Description	Response
1	1	lump sum	Cost to the County (subsidy) if any. Complete information in section 6.7	\$830,485.00
Item Notes:				
Supplier Notes: Please see Cost Proposal section 6.7 for subsidy options. The amount shown here is our recommend option based on a balance of managing cost and increasing service to the community. In our Cost Proposal attachment, we have provided multiple options and a discussion regarding the merits of each.				
2	1	sheet	Charges for services to citizens for MICU Base Transport. Complete information in section 6.7	\$833.17
Item Notes:				
Supplier Notes: Please see Cost Proposal section 6.7 for a list of all ambulance base rates and patient charges.				
3	1	sheet	Mileage rate. (Statement for charges that says, "Medicare allowable" will be permitted). Complete information in section 6.7	\$14.07
Item Notes:				
Supplier Notes: Please see Cost Proposal section 6.7 for our mileage rate.				
Response Total:				\$831,332.24



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Bid Document

Collin County, Texas

Bid Information

Bid Owner Geri Osinaike, CPPO, CPPB
Senior Buyer
Email gosinaike@co.collin.tx.us
Phone (972) 548-4107
Fax (972) 548-4694

Bid Number 2018-139
Title Emergency Medical, Ambulance
Service

Bid Type RFP
Issue Date 02/06/2018
Close Date 3/15/2018 02:00:00 PM (CT)

Contact Information

Address 2300 Bloomdale Rd.
Ste. 3160
McKinney, TX 75071

Contact Geri Osinaike, CPPO, CPPB Senior
Buyer

Department Purchasing
Building Admin. Building
Floor/Room Ste.3160
Telephone (972) 548-4107
Fax (972) 548-4694
Email gosinaike@co.collin.tx.us

Ship to Information

Address

Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Supplier Information

Company Name American Medical Response Ambulance Service, Inc.

Contact Name Theresa Hall, Regional Director

Address 4355 Beltwood Parkway North
Farmers Branch, Texas 75244

Telephone 214.414.1247

Fax 903.454.0189

Email theresa.hall@amr.net

Supplier Notes

The undersigned hereby certifies the foregoing proposal submitted by the company listed below hereinafter called "offeror" is the duly authorized agent of said company and the person signing said proposal has been duly authorized to execute same. Offeror affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror or other person or persons engaged in the same line of business; and that the contents of this proposal as to prices, terms and conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Signature

Date 15 /MAR/ 2018

Bid Notes

Please login to view documents. Collin County is requesting proposals for Emergency Medical, Ambulance Service. The offeror shall provide all services, staff and equipment to respond to 911 calls for emergency requests throughout the County coverage areas. Any questions related to this RFP shall be directed to Geri Osinaike, gosinaike@co.collin.tx.us

Bid Activities

Date	Name	Description
2/15/2018 10:00 AM (CT)	PRE-PROPOSAL CONFERENCE	PRE-PROPOSAL CONFERENCE will be conducted by Collin County on Thursday February 15, 2018 at 10:00 a.m. at 2300 Bloomdale, 4th Floor, McKinney, TX 75071 in the Commissioners' Courtroom. This is to provide an opportunity for all interested vendors to ask questions and receive clarification.
3/1/2018 05:00 PM (CT)	Deadline to Submit Questions	Deadline to Submit Questions Thursday March 1, 2018 at 5:00 pm.
3/1/2018 05:00 PM (CT)	Intent to Submit Proposal	Do you intend to submit a proposal?

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

#	Filename	Description
Header	Legal Notice - EMS 2018-139 2-5.pdf	Legal Notice
Header	Bid Doc 1-24.pdf	Bid Doc (For Manual Use Only)
Header	General_Instructions_Proposals General_Instructions_Proposals.docx	General_Instructions_Proposals
Header	Terms_of_Contract_Proposals Terms_of_Contract_Proposals.docx	Terms_of_Contract_Proposals
Header	Insurance updated 1-26-2015.doc	Minimum Insurance Requirements
Header	Specification EMS 2018-139 2-5 Final.pdf	Specification
Header	ATTACHMENT No. 1 Response Times.pdf	ATTACHMENT No. 1
Header	ATTACHMENT No. 2 Map for Fire Districts.pdf	ATTACHMENT No. 2 Map for Fire Districts
Header	Performance Bond.pdf	Performance Bond
Header	CIQ_113015.pdf	Conflict of Interest Questionnaire
Header	HB23 CIQ Information_Regarding_Conflict_of_Interest_Questionnaire 2-5.pdf	CIQ - Information Regarding CIQ Questionnaire
Header	HB89_Verification.pdf	HB89/Chapter 2270 Verification
Header	W9_2014.pdf	W-9

Bid Attachments Requested

The following attachments are requested with this opportunity

#	Required	Specified Attachment
1	YES	Proposal/Response to RFP
2	YES	W9
3	NO	Conflict of Interest Questionnaire
4	YES	Cost Proposal : Complete information for section 6.7 cost proposal. Detailed information for all fees.

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Delivery	Delivery will be F.O.B. inside delivery at Collin County designated locations and all transportation charges are to be paid by the supplier to destination. Please state delivery in calendar days from date of order.	<u>Immediate (0)</u> (Required)

payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?

Valid Responses: [Please Select], Yes, No

1. Yes; 2. N/A;

3. N/A; 4. N/A (Required)

11 Preferential Treatment

The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A).

1. Is your principal place of business in the State of Texas?

2. If your principal place of business is not in Texas, in which State is your principal place of business?

3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?

4. If your state favors resident bidders, state by what dollar amount or percentage.

12 Debarment Certification

I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

(Required)

Please initial.

13 Immigration and Reform Act

I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

(Required)

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County.

Please initial.

14 Disclosure of Certain Relationships

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor.

(Required)

By submitting a response to this request, the vendor

represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

Please initial.

15 Anti-Collusion Statement

Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

(Required)

No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list.

Please initial.

16 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

(Required)

Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

Please initial.

17 Notification Survey

In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165.

Collin County eBid

(Required)

How did you receive notice of this request?
Valid Responses: [Please Select], Plano Star Courier, Plan Room, Collin County eBid Notification, Collin County Website, Other

18 Proposer Acknowledgement

Proposer acknowledges, understands the specifications, any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Proposal submittal resulting from Proposer's failure to do so. Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If Proposal is accepted, vendor further certifies and agrees to furnish any and all

(Required)



products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Request for Proposal.

Please initial.



Line Items

#	Qty	UOM	Description	Response
1	1	lump sum	Cost to the County (subsidy) if any. Complete information in section 6.7	See Cost Proposal \$ (Section 6.7) (Required) Price
Supplier Notes: Please see section 6.7 for more detailed financial information.				
2			Charges for services to citizens for MICU Base Transport. Complete information in section 6.7	See Cost Proposal \$ (Section 6.7) (Optional) No Price
Supplier Notes: Please see section 6.7 for more detailed financial information.				
3	1	sheet	Mileage rate. (Statement for charges that says, "Medicare allowable" will be permitted). Complete information in section 6.7	\$ 14.07 (Required) Price
Supplier Notes: Please see section 6.7 for more detailed financial information.				

Proposal / Response to RFP

In accordance with the directions below, offeror shall provide a response for each item in sections 5.22 through 5.38 and 6.2 through 6.8 in order and include item numbers in response. Answer all questions fully, clearly, and concisely, giving complete information. Do not skip items. Do not refer to other parts of your proposal for the answers. You may not modify either the order or language of the question. Responses shall include a statement of “agree”, “confirmed”, “will provide”, “not applicable”, or “exception taken” along with any additional information. If an item is “not applicable” or “exception taken”, offeror shall state that and refer to Section 7.0 Exceptions, with explanation.

Offeror shall adhere to the instructions in this request for proposals on preparing and submitting the proposal. If offeror does not follow instructions regarding proposal format, points will be deducted during the evaluation process.

In the following pages, American Medical Response Ambulance Service, Inc. (“AMR”) presents Collin County (“County”) with our proposal for Emergency Medical Ambulance Services (“EMS”), adhering to all submission and response guidelines of Request for Proposal 2018-139 (“RFP”).

As instructed, we have provided a response for each item in sections 5.22 through 5.38 and 6.2 through 6.8. We have answered all questions fully, clearly, and with complete information. Our responses follow the format of the County’s RFP and include a statement of “agree”, “confirmed”, “will provide”, “not applicable”, or “exception taken”. For any items with responses of “not applicable” or “exception taken”, AMR has referred to Section 7.0 Exceptions, with explanation.

1.0 EXECUTIVE SUMMARY

6.2 EXECUTIVE SUMMARY (PROPOSAL SECTION 1.0) This part of the response to the RFP should be limited to a brief narrative highlighting the Offeror’s proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. This section should not include cost quotations. Note that the executive summary should identify the primary contacts for the Offeror.

The executive summary shall also state the number of years the Offeror has provided emergency 911 services. Note: In accordance with section 5.22.14, offeror shall have a minimum of five (5) years’ experience providing 911 emergency services. Proposals that do not meet this requirement will not be considered.

AMR knows this community. We have proudly provided 9-1-1 emergency coverage for parts of Collin County, Texas since 2003. Comprised of the participating fire district areas of Anna, Blue Ridge, Branch, Farmersville, Josephine, Lowry Crossing, Melissa, Nevada, Princeton, Weston, Westminster, and the unincorporated area of Royse City (a part of the Town of Fairview Fire District), our contract protects and services a combined population of over 41,000 residents. We manage four ambulance units with a staff of nearly 40 employees and operate our local service as “Collin County EMS”.

Meeting Your Needs

We understand Collin County’s goal is to maintain a quality and reliable EMS system to meet the needs of your citizens, and no provider is more qualified to fulfil this mission than AMR. Through the years, we have worked with our local partners to build on our successes, identify room for improvement, and consistently enhance our service to County residents. We take pride in our attentiveness to this community, as well as our consistent compliance with performance requirements and partner expectations.

EMS systems everywhere are coping with a daunting combination of challenges and opportunities: wide-ranging healthcare reform, an aging population, local facility delays, changes in reimbursement, emerging technological solutions, and a renewed focus on the experience of the patient. This is a complex environment to manage – not only are local communities seeking new solutions to adapt, but they also require capable providers able to handle all the moving parts.

In releasing this RFP, you seek to increase system efficiency, increase local inter-agency collaboration, and improve the experience of the patient. You require a flexible system that can keep pace with the changing demands of your population. AMR continues to offer this flexibility and more, while maintaining the quality of service you have come to expect.

Achieving Total Transportation Management

In today's healthcare environment, your ambulance provider absolutely must produce consistent and measurable patient results. As the current provider of these services, we will continue to support you through every step of your emergency transportation process. We understand that your citizens rely on their ambulance provider on their worst days, and pledge to always provide the right care in the right place at the right time.

24-HOUR SYSTEM MANAGEMENT

AMR will always assign ambulance units to the Collin County system that are staffed and equipped at the Advanced Life Support ("ALS") level to provide 24 hours a day, seven days a week coverage. All vehicles will continually have access to at least one on-duty supervisor. At minimum, each ambulance will be staffed by one Paramedic and one Emergency Medical Technician ("EMT") and will always carry the equipment and supplies to provide MICU level service. Each unit will be tracked in real-time and have seamless radio interface with County communications and first response agencies.

FIRST RESPONDER INTEGRATION

We recommend continuing our integration with local fire and EMS agencies, taking every measure available to ensure that our personnel and local responders have the resources and support needed to work as a team. We will always take robust measures to build exemplary partnerships with the fire departments, law enforcement agencies, and first responder organizations throughout Collin County.



We will continue to invest in the latest software and equipment to share data and track outcomes and will use our resources to support these agencies. Other methods used to promote a high level of integration within our current system will include:

- ❑ Coordinated on-scene care and supply replenishment
- ❑ Centralized call intake and dispatch procedure processes
- ❑ Seamless selection, activation, and response of first responders and AMR
- ❑ Joint training programs with local agencies, including table-top disaster drills
- ❑ Access to refresher courses and shared training locations
- ❑ Shared medical direction and identical protocols, system-wide
- ❑ Shared purchasing power and access to new technology



SEAMLESS COMMUNICATIONS

AMR proposes to provide call-taking and dispatch functions from our Texas Regional Communications Center (“RCC”) in Dallas, fully integrating all EMS dispatch processes with the current system. This center utilizes the Logis Intelligent Dispatch System (“Logis”), an advanced Computer Aided Dispatch (“CAD”) solution designed for emergency and non-emergent call intake, dispatch, and tracking of field units. This will guarantee seamless interface and quick implementation, while providing the County and local agencies with real-time window into our operations.

ON-TIME RELIABILITY

We commit to the response time mandates required by the RFP, maintaining our long history of compliance with our contractually required standards. Our unique software solutions allow us to monitor system demand and reposition our resources in real-time.

INCREASED TRANSPARENCY AND ACCOUNTABILITY

AMR uses a variety of technology and software for data collection, reporting, system status management, supply purchasing, vehicle maintenance, and more. Our electronic patient care reports are completed in the field and feature over 300+ unique performance metrics. We will actively engage with the County, local fire agencies, and other stakeholders to report on our performance and discuss strategy, improvement, and growth.

LOCAL MAINTENANCE/REPAIR

We maintain all County ambulances and equipment regularly to achieve the highest standard of reliability, safety, and appearance. Our fleet department will continue to monitor the mileage of our vehicles weekly to schedule preventive maintenance inspections and will use innovative software for records storage and reporting. All vehicle and equipment maintenance will continue to be handled locally. AMR has a maintenance center in Greenville, Texas and has dedicated a service technician to perform our Collin County repairs. This Collin County mechanic responds 24/7 to remedy issues on-site within the County. Other more major repairs are moved to Greenville or our center in Dallas.



COMMUNITY EDUCATION AND INVOLVEMENT

We are focused on being a valuable community partner in all communities we serve, and Collin County is no exception. AMR currently hosts and participates in activities to improve citizen education and access to our local 911 system. This includes presentations at schools or other community events, development of printed and electronic public service announcements, CPR training, participation in the CDC’s CARES program, and local coordination of EMS week activities. We currently provide these services in concert with County fire departments, hospitals, and community agencies and will continue to take an active role in this community in the years ahead.

Why AMR is the Best County Provider

There are five primary reasons why AMR remains the best EMS ambulance provider for your citizens. These reasons are core strengths of our local team, strengths that differentiate us from the competition and enable us to deliver the most value for Collin County. We are confident we have the right solution for you in the combination of our platform and our delivery expertise.

- 1) PUBLIC SECTOR EXPERIENCE.** We are a trusted and growing company in Texas that will deliver on our promises. In addition to our Collin County operation, we serve 27 counties, operate more than 300 vehicles, and transport hundreds of thousands of patients each year. Our EMS customers range from large urban cities, like Arlington, to remote rural counties, like Milam. Nationally, we hold more than 230 public-sector EMS contracts and employ 28,000 people. We transported five million patients last year, documenting 8.7 million vital signs.
- 2) STABILITY AND UNIQUE RESOURCES.** Our organization is ultimately owned by AMR HoldCo, Inc., a national corporation with a wide breadth of financial resources. This gives us access to industry experts and lets us compare our local service to national trends. Our County operation will continue to access unparalleled national resources, such as a multi-million-dollar line-of-credit and industry experts.
- 3) A RECORD OF SUCCESSFUL INTEGRATION WITH FIRE PARTNERS.** In each EMS system served, we strive to work hand-in-hand with our fire department partners and local agencies. Our level of integration varies with the needs of each system, and we have experience with a wide variety of public-private alliance models throughout the state. In addition, we are a “5-Bugle” partner of the International Fire Chiefs Association (“IAFC”), a program that recognizes organizations that support the IAFC and local fire initiatives. We will always work closely with our local fire partners, sharing local resources and national best practices unique to our company.
- 4) UNIQUE TOOLS AND TECHNOLOGY.** We have developed specific tools and project accelerators to get the job done faster at the highest quality. Through our Logis CAD system and the Operations Planning and Analytics Platform (“OPAP”), we bring to the table a new level of accountability and transparency into our daily operations. This paves the way for continuous quality improvement processes and trend identification in the County.
- 5) AMR MEDICINE.** We are extremely proud of our nationally recognized focus on clinical care, a concept we call AMR Medicine. We spend a lot of time communicating the philosophy and presenting both the art and the science in a way that invites discussion, is exciting, and is understandable and practical. All members of our Clinical Education Services (“CES”) team are focused on analyzing metrics associated with specific expectations and comparing them to national benchmarks. AMR will continue to hold certification instruction and training courses and that are made available to our fire partners and customized to local trends.

Closing

We look forward to working with the County throughout this contract process to build on our success and improve the care we provide. After years of progress, our system stands in 2018 as an integrated, collaborative, and compliant model for others. Our proposal is focused on maintaining that progress, keeping the momentum and staying on target. Alongside our fire department partners, we’ve driven for years toward the single goal of improving patient care. Today, we commit to that same goal. AMR has worked hard to earn the trust of this community and will work to keep it in the years ahead. We appreciate your continued consideration.

2.0 SCOPE OF SERVICES

6.3 SCOPE OF SERVICES (PROPOSAL SECTION 2.0) This section of the proposal shall include a general discussion of the Offeror's understanding of the "overall" project. Include responses to sections 5.22 through 5.38.

The following section includes a general discussion of AMR's overall approach to this project and its scope of services. As instructed, this includes responses to RFP sections 5.22 through 5.38.

Each of our responses includes a statement of "agree", "confirmed", "will provide", "not applicable", or "exception taken", along with any supporting information.

5.22 General Duties

1. TEXAS ADMINISTRATIVE CODE COMPLIANCE

5.22.1 Offeror shall maintain compliance with the Texas Administrative Code, Chapter 157 Emergency Medical Care.

Offeror Response: AGREE

AMR agrees to maintain compliance with the Texas Administrative Code, Chapter 157 Emergency Medical Care.

2. ADMINISTRATIVE RESPONSIBILITY

5.22.2 Offeror shall provide and pay for all administration, insurance, professional expertise, labor, materials, vehicles, and equipment necessary to respond to all emergency and non-emergency calls referred to the Offeror by the County.

Offeror Response: AGREE

We agree to provide and pay for all administration, insurance, professional expertise, labor, materials, vehicles, and equipment necessary to respond to all emergency and non-emergency calls

3. VEHICLE/EQUIPMENT MANAGEMENT

5.22.3 The Offeror will be responsible for supplying vehicles, equipment and supplies, and radios that meet or exceed standards for inter-operable communications with the Collin County Emergency Services / E-911 Division. All vehicles shall be equipped with a compatible transponder to be tracked by Offeror dispatch. All vehicles and equipment shall be fully operational when placed in service initially and throughout the term of the contract for response to public needs.

Offeror Response: AGREE

AMR agrees to supply vehicles, equipment and supplies, and radios that meet or exceed standards for inter-operable communications with the Collin County Emergency Services / E-911 Division.

4. CENTRALIZED DISPATCH

5.22.4 Offeror shall furnish all manpower and supervision for the operation of a centralized dispatch center. The Offeror shall provide sufficient certified personnel in the dispatch center at all times to allow prompt answering of all requests for emergency service.

Offeror Response: AGREE

AMR agrees to furnish all manpower and supervision for the operation of a centralized dispatch center. We will continue to provide sufficient certified personnel in the dispatch center at all times to promptly answer all requests for emergency service.

5. LICENSES & PERMITS

5.22.5 The Offeror shall apply for, secure, and renew all licenses, permits, certificates or similar government approvals which are or may be required by applicable law. The Offeror shall provide copies of all licenses to the EMS Coordinator before services start and as described in section 5.26.2.

Offeror Response: **AGREE; WILL PROVIDE**

We currently hold all licenses, permits, certificates, and government approvals to provide the requested services. AMR will apply for, secure, renew, and provide copies of all license to the EMS Coordinator before services start and as described in section 5.26.2.

6. MEDICARE ASSIGNMENT

5.22.6 The Offeror shall accept assignment of Medicare benefits as payment and shall not bill Medicare beneficiaries for any additional amount except as permitted by the Medicare Guidelines for the acceptance of assignment.

Offeror Response: **AGREE**

AMR agrees to accept assignment of Medicare benefits as payment and will not bill Medicare beneficiaries for any additional amount except as permitted by the Medicare Guidelines for the acceptance of assignment.

7. NFPA COMPLIANCE

5.22.7 The Offeror shall make emergency services National Fire Protection Association (NFPA), as defined by NFPA standards, available to all persons within the service area defined in the Contract.

Offeror Response: **AGREE**

AMR agrees to make emergency services National Fire Protection Association (“NFPA”), as defined by NFPA standards, available to all persons within the service area defined in the contract.

8. STANDBY SERVICES

5.22.8 The Offeror shall provide a standby ambulance and emergency medical personnel for standby upon request of the County EMS Coordinator, County Sheriff, Fire Chief’s or Chiefs of Police of any municipality, at no additional charge to the County, when there is reason to believe a life threatening public emergency presently exists or is imminent in the County or in the jurisdictions of the municipalities participating in the contract, which includes standing-by at fire, rescue and hazardous materials response incidents.

Offeror Response: **AGREE**

AMR agrees to provide an ambulance and emergency medical personnel for standby upon request, at no additional charge to the County, when there is reason to believe a life threatening public emergency presently exists or is imminent, such as standing-by at fire, rescue, and hazardous materials response incidents.

9. OBSERVATION & INSPECTIONS

5.22.9 Subject to the Offeror’s reasonable policies and procedures regarding same, the Offeror shall permit observers from the public safety departments of the County. The Offeror’s policies and procedures may address, among other things, the requirement of written waiver and indemnity agreements, dress codes, conduct codes and the like.

Offeror Response: **AGREE**

AMR agrees to permit observers from the public safety departments of the County.

10. COUNTY EMERGENCY OPERATIONS PLANS

5.22.10 *The Offeror shall comply with all the County Emergency Operations Plans, or successor plans adopted and approved by the Collin County whenever the provisions of such plan or plans are in effect. The Offeror will participate in the Collin County Local Emergency Planning Committee.*

Offeror Response: AGREE

AMR agrees to continue our compliance with all the County Emergency Operations Plans, or successor plans adopted and approved by the Collin County whenever the provisions of such plan or plans are in effect. We also agree to continue our participation in the Collin County Local Emergency Planning Committee.

11. COMMUNITY DISASTER DRILLS

5.22.11 *The Offeror further agrees to participate in required community disaster drills as directed by the Collin County and within the Offerors resources and guidelines for such activities.*

Offeror Response: AGREE

AMR agrees to participate in all required community disaster drills as directed by the Collin County and within our organization's resources and guidelines for such activities.

12. NO INCENTIVES

5.22.12 *The Offeror may not offer incentives, by way of additional salaries or wages, or compensated leave of absence, to employees based upon the number of procedures performed or based upon mileage for the provision of ambulance transportation.*

Offeror Response: CONFIRMED

AMR will not offer incentives, by way of additional salaries or wages, or compensated leave of absence, to employees based upon the number of procedures performed or based upon mileage for the provision of ambulance transportation.

13. RESPONSE TIME COMPLIANCE

5.22.13 *The Offeror shall meet response times as outlined in Attachment No.1 Response Time.*

Offeror Response: AGREE

AMR agrees to meet response times as outlined in RFP Attachment No. 1. We have a long history of compliance with our mandated County response time requirements and pledge to continue our exceptional service.

14. MINIMUM EXPERIENCE

5.22.14 *The Offeror shall have a minimum of five (5) years' experience providing 911 emergency services.*

Offeror Response: CONFIRMED

AMR has a minimum of five years' experience providing 911 emergency services. In fact, our organization has been in business for more than 24 years and have served Collin County since 2003 (15 years).

5.23 Transport

1. TRANSPORT TO FACILITY

5.23.1 The Offeror shall provide emergency medical treatment and transportation from the scene to the closest appropriate health facility, based upon the chief complaint/illness/injury. Offeror will utilize North Central Texas Trauma Regional Advisory Council (NCTTRAC) guidelines for appropriate destination determination. Patients have the right to request transport to a particular facility within the County, however it is the responsibility of the offeror's staff to communicate to the patient if their requested destination is not the closest, most appropriate facility to treat their condition.

Offeror Response: **AGREE**

AMR agrees to provide emergency medical treatment and transportation from the scene to the closest appropriate health facility, based upon the chief complaint/illness/injury. We currently utilize – and will continue to use – North Central Texas Trauma Regional Advisory Council (“NCTTRAC”) guidelines for appropriate destination determination. While patients have the right to request transport to a particular facility within the County, AMR staff will communicate to the patient if their requested destination is not the closest, most appropriate facility to treat their condition.

2. FIRST RESPONDER TRANSPORTATION

5.23.2 In addition the selected Offeror will transport Sheriff's Office and local area Police Department (PD), Fire/Rescue, and personnel who are injured in the line of duty at no additional charge.

Offeror Response: **AGREE**

AMR agrees to transport Sheriff's Office and local area Police Department, Fire/Rescue, and other personnel who are injured in the line of duty at no additional charge.

5.24 Communications Equipment

1. RADIO OPERATIONS

5.24.1 The Offeror shall supply and maintain fully operational vehicle and portable radios as required for it to perform hereunder. All radios shall operate on frequencies used by the County and participating cities.

Offeror Response: **AGREE**

AMR will continue to supply and maintain fully operational vehicle and portable radios as required for successful performance. All our radios will continue to operate on frequencies used by the County and participating cities.

2. VEHICLE RADIOS

5.24.2 Any vehicle that responds to a call in Collin County shall have a fully operational vehicle and portable radio as described in 5.24.1.

Offeror Response: **CONFIRMED**

Each AMR vehicle responding to a call in Collin County has – and will continue to have – fully operational vehicle and portable radios to communicate with local agencies.



5.25 Dispatch & Communications

The dispatch and communications section shall include at a minimum.

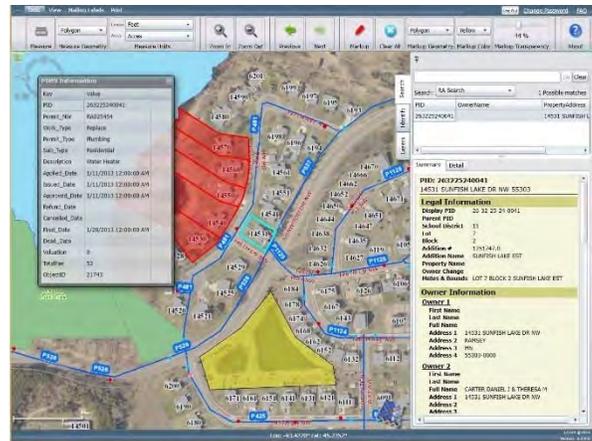
1. APPROPRIATE DISPATCH ARRANGEMENT

5.25.1 Describe how the Offeror will arrange for the appropriate dispatch of all emergency resources, either internally or with an outside contractor, at the expense of the Offeror.

Offeror Response: CONFIRMED

We propose an integrated dispatch solution for the County, providing all communications services from AMR's Regional Communications Center ("RCC") in Dallas, Texas. All 911 calls will be answered by Emergency Medical Dispatcher ("EMD") certified call-takers, who provide pre-arrival instructions. Each call will be classified utilizing the priority dispatch system.

The RCC utilizes the Logis CAD system, allowing for seamless integration of call intake and dispatch services, as well as customizable reporting processes for our customers based on their needs and desires of data reporting. AMR has established direct links to each County entity for communication of calls being dispatched. This approach is designed to provide an increased level of transparency into our ambulance operations, and we successfully execute this method in our system today. We supplement this dispatch solution with a variety of technologies, including GPS and Automatic Vehicle Location ("AVL") systems, mobile data services for crew status changes, and electronic Patient Care Reports ("ePCR").



2. FREQUENCY MATCHING

5.25.2 Each Offeror shall supply and maintain fully operational vehicle and portable radios that are compatible and operate on the frequencies used by all Entities covered in this RFP. Acknowledgment regarding adherence to this requirement must be included.

Offeror Response: AGREE

AMR agrees to continue to supply and maintain fully operational vehicle and portable radios that are compatible and operate on the frequencies used by all Entities covered in this RFP. We formally acknowledge our adherence to this requirement.

3. FIELD COMMUNICATIONS

5.25.3 Describe how the Offeror will maintain communications with ambulances and field personnel.

Offeror Response: CONFIRMED

Each County ambulance unit will continue to be tracked in real-time and have seamless radio interface with County communications and first response agencies. Each unit will have one vehicle-mounted radio and at least one portable radio, and will be tracked using AVL and GPS systems. All field crews will also have continuous access to an on-duty supervisor.

4. RADIO MAINTENANCE

5.25.4 Describe how maintenance of mobile and portable radios will be accomplished.

Offeror Response: **CONFIRMED**

Installation of vehicle radios is performed by Blair Communications, located in Dallas, Texas. Annual preventative maintenance and any required repairs to hand held mobile devices and vehicle radios is provided by John Graber with JLG Technologies, located in McKinney, Texas.

5. COMMUNICATIONS REDUNDANCY

5.25.5 Describe how the Offeror will ensure redundancy/back-up of dispatch communications in the event of a manmade or natural disaster affecting primary dispatch location/services.

Offeror Response: **CONFIRMED**

All inbound and outbound telecommunications traffic – both emergency and non-emergency – will continue to be recorded on DVD through the Stencil Recording System, which is also accessible remotely, allowing for instant recall of information as needed.

All inbound and outbound radio traffic is also recorded. AMR's RCC is backed up by both UPS and UBS systems, with a generator on site and 250-gallon diesel tank that allows for ample power to the RCC for all critical systems during power outages.

5.26 Notification

1. EMS COORDINATOR NOTIFICATION

5.26.1 The EMS Coordinator shall be notified immediately whenever the following occurs: mass casualty incidents; or motor vehicle accident involving an Offeror operated ambulance.

Offeror Response: **AGREE**

AMR agrees to notify the EMS Coordinator in the event of mass casualty incidents or if a motor vehicle accident involving an AMR ambulance occurs.

2. REQUIRED COMMUNICATIONS

5.26.2 The EMS Coordinator shall be notified immediately, within four (4) hours, whenever the following occurs:

5.26.2.1 The employment of any person involved in the delivery of services related to the subject of the contract and the notification shall provide necessary certification numbers;

5.26.2.2 The separation/termination or the employee status change of any of the Offeror's employees involved in the delivery of services related to the contract; and

5.26.2.3 A change in the Offeror's management or supervisory structure.

Offeror Response: **AGREE**

AMR agrees to notify the EMS Coordinator immediately, within four (4) hours, whenever the following occurs:

- ❑ The employment of any person involved in the delivery of services related to the subject of the contract and the notification shall provide necessary certification numbers;
- ❑ The separation/termination or the employee status change of any of AMR's employees involved in the delivery of services related to the contract; and
- ❑ A change in AMR's management or supervisory structure.

5.27 Available Ambulances

1. OUT OF SERVICE VEHICLES

5.27.1 When an ambulance is to be taken out of service for preventative or routine maintenance, another ambulance shall be put in place of the ambulance being taken out of service, until such time as the other ambulance is returned to service.

Offeror Response: **AGREE**

When an ambulance is to be taken out of service for preventative or routine maintenance, AMR agrees to provide another ambulance in place of the ambulance being taken out of service, until such time as the other ambulance is returned to service.



5.28 Response Time

1. EMERGENCY REQUESTS

5.28.1 As used herein, the term emergency request shall include any response by the Offeror under the contract on an emergency service request received by the Offeror from Collin County Dispatch or a call received directly from the public within the service area.

Offeror Response: **AGREE**

AMR agrees that the term “emergency request” includes any response by AMR under the contract on an emergency service request received by AMR from Collin County Dispatch, or a call received directly from the public within the service area.

2. RESPONSE DETERMINATION

5.28.2 Response to emergency requests shall be determined the moment the Offeror’s ambulance is notified of the emergency service request. The Offeror has a duty to immediately notify Collin County Dispatch of the current location that the Offeror is located when service request is received.

Offeror Response: **AGREE**

AMR agrees that our response to emergency requests will be determined the moment our ambulance is notified of the emergency service request. We agree to immediately notify Collin County Dispatch of the current location that AMR is located when service request is received.

3. FAILURE TO RESPOND

5.28.3 If, in each monthly period, the Offeror fails to respond to emergency requests in accordance with the times stated in Attachment No. 1 Response Time, it shall be assessed deductions set forth in this RFP.

Offeror Response: **AGREE**

If, in each monthly period, AMR fails to respond to emergency requests in accordance with the times stated in Attachment No. 1 Response Time, we agree that we will be assessed deductions set forth in this RFP.

4. RESPONSE EXCEPTIONS

5.28.4 For purposes of determining the Offeror's compliance with the response time standards as set forth in this RFP, and for calculating assessments, every emergency request for ambulance service shall be counted except as follows:

5.28.4.1 Requests during a disaster, locally or in a neighboring jurisdiction that an Offeror's ambulance is dispatched too.

5.28.4.2 An inclement weather condition exists.

5.28.4.3 The response for an emergency request may also be excluded when the EMS Coordinator determines there is other good cause for an exception.

Offeror Response: AGREE

AMR agrees that every emergency request for ambulance service shall be counted for purposes of determining our response time compliance, except as follows:

- Requests during a disaster, locally or in a neighboring jurisdiction to which an AMR ambulance is dispatched.
- An inclement weather condition exists.
- The EMS Coordinator determines there is other good cause for an exception.

5.29 Ambulance Specifications

1. ALS AMBULANCE OPERATIONS

5.29.1 The offeror shall management and operation of all ambulances, including Advanced Life Support.

Offeror Response: AGREE

AMR will continue to provide management and operation of all ambulances in Collin County, including Advanced Life Support ("ALS") emergency services.

2. VEHICLE CONDITION

5.29.2 All ambulances used for emergency patient transportation shall be in good working condition, physical appearance, operational and mechanical for the patients and crew members. This shall remain in effect unless otherwise approved in writing by the County and the EMS Coordinator.

Offeror Response: AGREE

All AMR ambulances used for emergency patient transportation will be in good working condition, physical appearance, and operational/mechanical condition for patients and crew members. This condition shall remain in effect unless otherwise approved in writing by the County and the EMS Coordinator. We propose to replace front-line ambulances after 250,000 miles or Year 3 of the contract, whichever occurs first.

3. VEHICLE EQUIPMENT

5.29.3 Each ambulance used in the emergency transportation of patients shall be equipped with all items required by Texas Administrative Code 157, Emergency Medical Care and NFPA vehicle standards 1901.

Offeror Response: AGREE

Each AMR ambulance used in the emergency transportation of patients will continue to be equipped with all items required by Texas Administrative Code 157, Emergency Medical Care and NFPA vehicle standards 1901.

4. INCLEMENT WEATHER CONDITIONS

5.29.4 Equipment shall be available to allow ambulances to travel in inclement weather conditions, including snow or ice.

Offeror Response: **AGREE**

AMR will continue to provide equipment to allow our ambulances to travel in inclement weather conditions, including snow or ice.

5. VEHICLE BRANDING

5.29.5 Each ambulance shall permanently display its name or other suitable corporate identification or logo on the outside of the vehicle along with the vehicle DSHS license number. The Offeror shall also display Collin County logo in accordance with logo guidelines as approved by Collin County Commissioners' Court.

Offeror Response: **AGREE**

Each Collin County ambulance will continue to permanently display AMR's identification on the outside of the vehicle along with the vehicle DSHS license number. AMR will also continue to display Collin County's logo in accordance with logo guidelines as approved by Collin County Commissioners' Court. Our ambulances currently operate as "Collin County EMS".

6. MEDICAL DIRECTOR STANDARDS

5.29.6 Any ambulance used by the Offeror for transporting patients shall conform to all standards as promulgated and defined by the EMS Medical Director, and all rules and regulations promulgated and set forth in any state and local ordinance.

Offeror Response: **AGREE**

Each and every ambulance used by AMR for transporting patients in Collin County will continue to conform to all standards as promulgated and defined by the EMS Medical Director, and all rules and regulations promulgated and set forth in state and local ordinances.

5.30 Personnel

1. LOCAL CAREGIVERS

5.30.1 The Offeror should attempt to employ EMT's, Paramedics and clerical staff with local knowledge and experience. All reasonable efforts to employ Paramedics and EMT's with experience, knowledge and history of the Collin County area should be considered first. This is critical for the working relationship with all volunteer fire and rescue departments and county citizens of the familiar faces in the community.

Offeror Response: **CONFIRMED**

All AMR personnel are competent in the performance of their County duties and hold and maintain applicable and valid certificates and licensure in their respective profession. In Collin County, we adhere to stringent hiring and training processes emphasize passionate caring for others, company values, and the experience of the customer. This ensures our field personnel and the care they deliver is unmatched in the industry. We will continue to make every reasonable effort to employ and give first consideration to caregivers with experience, knowledge, and history of the Collin County area.

The goal of our competency-based screening process is to select an employee who not only exhibits exceptional cognitive and technical skill but also demonstrates values that will enable the employee to deliver quality care

and collaborate with local agencies. When selecting our employees, we look for those who will contribute to the standard of care and embrace AMR's guiding principles. We focus on hiring community-focused individuals who want to make a difference in their community as part of a local EMS system, and give preference to minority, veteran, and similar applicants to promote diversity.

In addition to the typical methods of initial contact—such as online job posts, employment boards, and job fairs—AMR goes to local schools and community colleges to speak with interested students. Qualified candidates are offered entrance to internship programs, where they participate in “ride-alongs” and are educated on EMT requirements and certification.

Once identified, all prospective field personnel undergo a screening process to verify they comply with current licensure requirements and possess the appropriate skills for their level of certification. Candidates must fill out an application and provide proof of current EMT certification/licensure, current CPR certification, and any other relevant certification. No employee is considered for hire until the successful completion of a criminal record check and drug screening. We will continue to provide the County with documentation that all new employees have complied with these provisions.



2. EMPLOYEE CONDUCT

5.30.2 The parties understand that the EMS System requires professional and courteous conduct at all times from Offeror's field personnel, middle management, and top executives. The Offeror shall employ highly trained paramedics, EMT's, and support staff to provide patient care and to operate Offeror's vehicles and equipment.

Offeror Response: CONFIRMED

As the County's current EMS provider, AMR understands that our employees are the face of this community. As such, our team members are required to act professional and courteous at all times and remain competent and compassionate in the care they provide

Once selected, each employee must participate in AMR's extensive New Hire Academy to properly educate them before being placed on ambulances. This includes, but is not limited to, training on AMR's mission, vision, and values; benefits, policies, and procedures; legal and compliance training; safety and risk management training; County geography, navigation, and mapping skills; proper equipment usage; local hospital routes; advanced ECG training; specialized mass casualty training; and hazardous materials handling and disposal.

3. APPEARANCE & DRESS CODE

5.30.3 Each EMT and paramedic shall be physically capable of performing the tasks assigned by the Offeror, shall be clean in dress and person, and shall display their name and certification in an appropriate manner visible to the patient. Any of Offeror's employees who operate under the contract shall conform to the Offeror's dress code which shall conform to DSHS guidelines (on shirt or uniform, polo shirt or uniform shirt).

Offeror Response: CONFIRMED

Each AMR employee serving the County is physically capable of performing the required tasks and will be competent and qualified in their level of service. All employees are required to wear clean, professional uniforms, with name tags and certification badges visible at all times. Our current grooming policy mirrors County and fire department expectations and conforms to DSHS guidelines. All employees are educated on these standards as part of their new hire orientation.

4. APPROVED TRAINING

5.30.4 The parties understand that training and educational requirements change from time to time for EMT's and Paramedics as new protocols and medical treatments are approved by the EMS Medical Director. The cost of such training or education shall be the sole responsibility of the Offeror.

Offeror Response: CONFIRMED

AMR understands that training requirements change from time to time as new protocols and medical treatments emerge and are approved by the EMS Medical Director. We provide all in-service training for field personnel, through the direction and oversight of our Clinical Education Services (“CES”) department, and remain responsible for all associated costs.

Our CES Department coordinates and/or conducts all training required by the EMS Medical Director and AMR. In Collin County, our CES Manager provides direction to a CES Specialist, who works to ensure that training provided addresses trends identified in our improvement process. They also develop additional training/education regularly, based on input from CSFD and our daily operations. Our CES team is ultimately the conduit for information between the EMS Medical Director and the field pre-hospital care providers.

5. WORK SCHEDULES

5.30.5 The Offeror shall utilize reasonable work schedules and shift assignments that allow personnel to work no more than thirty-six (36) consecutive hours followed by a minimum of twelve (12) hours off-duty. The Offeror shall provide working conditions that assist in attracting and retaining highly qualified personnel.

5.30.5.1 The Offeror shall utilize management practices that ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are not exhausted to an extent that might impair judgment or motor skills.

Offeror Response: CONFIRMED

AMR is committed to providing the optimal environment for all employees. In this regard, we will continue to meet and exceed all County requirements related to work schedules and conditions. We will continue to develop practical work schedules and shift assignments to provide reasonable working conditions for our ambulance personnel. Our work schedules are designed to meet both system requirements and personal needs of everyday life.

Studies by public and private agencies have shown that fatigue in the workplace is often a contributing factor to increased accidents and employee injuries. AMR strives to create and maintain an environment free of hazards and to establish methods for the ongoing identification of threats to employee health and safety. Our on-duty fatigue policy is that employees have the ability and obligation to report when feeling fatigued and unable to safely perform their duties.

No employee may work more than a 36-hour shift without a subsequent 12-hour rest period. In this situation, crew members are relieved of service until they can safely return. As a significant system enhancement, we have implemented Telestaff, an innovative scheduling system that acts as a tool to reduce unnecessary overtime for our employees. We have seen repeated success in reducing employee fatigue through the use of this system.



6. COMPENSATION & BENEFITS

5.30.6 The Offeror shall offer to its employees a compensation and benefits package designed to attract and retain highly qualified field personnel and clerical personnel. Salary and benefits should be comparable to the same positions in the industry and surrounding counties. Please provide a representative compensation and benefits package with your proposal.

Offeror Response: **CONFIRMED**

In today's competitive work environment, it is essential for a professional EMS organization to provide comprehensive wages and benefits. Providers who fail to recognize the importance of a full-time stable workforce will find themselves understaffed and unable to provide adequate, competent staffing. AMR strives to reward the hard work of our Collin County EMS employees by providing them with competitive compensation and healthcare for themselves and their families.

Our compensation plan is designed to reflect the needs of our employees and to value their experience as local caregivers by encouraging longevity and increased skills. Our competitive wage scale for full-time, seasoned professionals includes step increases that recognize their years of dedication, experience, and service. In addition, our compensation package is combined with flexible work schedules that provide employees with a higher quality of life.

Another distinction is that AMR paramedics and EMTs earn additional compensation beyond base wages including, but not limited to:

- ❑ Increased overtime rate for extra hours, i.e. "overtime shifts"
- ❑ Increased overtime rate for "holding over" after their scheduled shift for late calls, coverage needs, etc.
- ❑ Paid training for all required courses
- ❑ Elective annual continuing education hours

Our benefits package is recognized as one of the best and most comprehensive in the industry. We are committed to continuing this outstanding coverage to give our employees and their families or domestic partners peace-of-mind, knowing that they have immediate access to the highest level of healthcare. Benefits also include a national employee assistance program, tuition reimbursement, educational scholarships, and group rates on auto, home, and legal insurance. Other benefits provided for our local employees include, but are not limited to, the following:

- ❑ Paid Time Off ("PTO") hours, earned each pay period
- ❑ 401(k) retirement plan with a company match
- ❑ Holiday pay
- ❑ Company-sponsored clinical education hours
- ❑ EMT or paramedic refresher training
- ❑ CPR certification
- ❑ ACLS certification
- ❑ Reimbursement of state EMS licensing fees



7. DRUG SCREENING

5.30.7 The Offeror shall have in place a third party independent testing program for random drug screening of all personnel providing response under the contract. Further, the Offeror will transport to a facility for testing any employee suspected to be using or under the influence of drugs or alcohol or other intoxicant, or have an agent of a testing facility come to the location of the employee to obtain a necessary sample. Any employee suspected of being under the influence of any drug or intoxicating substance will be relieved of duty until there is clinical proof to the contrary.

Offeror Response: CONFIRMED

AMR recognizes that alcohol and substance abuse can create a hazard both for the user and for those persons who come in contact with the user. While each employee is ultimately responsible for his or her own safety and health, we recognize our parallel responsibilities to provide as safe a workplace as possible and to comply with all applicable laws and regulations.

It is the policy of AMR to:

- ❑ Expressly prohibit the unlawful use, possession, manufacture, distribution, dispensation, or sale of alcohol and controlled substances or illicit drug paraphernalia by its employees at all times. In addition to termination, AMR may report these activities to local law enforcement or other regulating agencies.
- ❑ Require AMR employees to be fit for duty while performing services on behalf of the company and to perform all assigned duties without the presence of illegal drugs, alcohol or inappropriate legal drugs in their systems.
- ❑ Test any employee for alcohol and controlled substances as outlined in this policy.
- ❑ Whenever necessary, search AMR premises for evidence of potential substance abuse. "AMR premises" includes but is not limited to: all facilities and areas in which AMR operates, AMR owned / leased property, any property where services on behalf of AMR are being performed, AMR owned or leased equipment, privately owned vehicles while on AMR owned or leased property, parking lots, lockers, desks, equipment, work spaces, and storage facilities.

8. STANDARD OPERATIONS MANUAL

5.30.8 The Offeror shall have a Standard Operations Manual (SOP) that describes how complaints regarding level of care, response or employee action or inaction are handled. This SOP will be given to the EMS coordinator at beginning of contract.

Offeror Response: CONFIRMED; WILL PROVIDE

AMR has a Standard Operations Manual ("SOP") that describes how complaints regarding level of care, response or employee action or inaction are handled. AMR will provide this SOP to the EMS coordinator at the beginning of the contract.

9. COMPLAINT RESOLUTION

5.30.9 Should complaints arise which are directed at level of care, response or employee action or inaction, such complaints from the EMS Coordinator shall be answered within 48 hours to include actions taken, including disciplinary action and other corrective measures.

Offeror Response: AGREE

AMR will answer all complaints from the EMS Coordinator within 48 hours to include actions taken, disciplinary action, and/or other corrective measures.

10. GEOGRAPHICAL KNOWLEDGE

5.30.10 It shall be of the utmost importance that employees of the Offeror strive to gain proficient knowledge of the streets and highways in the coverage areas in order to choose the quickest, most direct route to the scene of an emergency.

Offeror Response: **CONFIRMED**

Once selected, each employee must participate in AMR's extensive New Hire Academy to properly educate them before being placed on ambulances. This includes training on County geography, navigation, mapping skills, local hospital routes, and completion of an Emergency Vehicle Operators Course ("EVOC").

11. DRIVER PERFORMANCE

5.30.11 The Offeror shall provide a mechanism or approved method for monitoring driver performance for all ambulances providing service under the contract. The County is to be provided with reports on driver performance as requested by the EMS Coordinator.

Offeror Response: **CONFIRMED**

AMR agrees to provide the County with reports on driver performance as requested by the EMS Coordinator. We currently use an enhanced platform to monitor the deployment of our resources in the County and ensure continuous response-time compliance. The Operations Planning and Analytics Platform ("OPAP") allows us to monitor system concerns in real-time, creating immediate solutions through improvement processes and technologies. OPAP is unique to AMR as an organization, and we've worked hard to evolve the system to its current state.

AMR also proposes the use of Road Safety driver safety and monitoring technology in each of our County ambulances. This camera system is installed in the driver's compartment of the ambulance and includes a triple-camera video event recorder. This can capture risky driving behavior and uploads daily recordings of it via a secure connection to a consolidated dashboard. Simultaneously, it transfers the data to an AMR supervisor for analysis, safety coaching, and other corrective actions.



12. NIMS CERTIFICATION

5.30.12 All Contract personnel shall be trained and receive certification as current level NIMS (National Incident Management System) compliant.

Offeror Response: **CONFIRMED**

To ensure our Collin County team is continuously prepared for any unforeseen event, all AMR field personnel are required to complete the FEMA Emergency Management Institute National Incident Management System ("NIMS") training. This includes all Incident Command System ("ICS") courses, which focus on enabling diverse organizations to integrate capabilities and achieve shared goals. The three major components of NIMS training are: Resource Management, Command and Coordination, and Communications and Information Management

13. BILLING QUESTIONS

5.30.13 Offeror will have staff available and a toll free phone number, capable of discussing and resolving billing questions.

Offeror Response: **CONFIRMED**

AMR currently has staff available and a toll-free phone number for discussing and resolving billing questions. We agree to continue providing this medium for communication during the new contract.

5.31 Quality Improvement & Mitigation Programs

1. QUALITY IMPROVEMENT PROGRAM

5.31.1 The Offeror shall develop and have in place a comprehensive quality improvement program for the EMS System and provide a copy of such program and implementation to the EMS Coordinator prior to commencement of the contract. This should also address a weather mitigation plan, to maximize response times, and decrease injuries when threatening weather is approaching.

Offeror Response: **CONFIRMED; WILL PROVIDE**

An important part of any medical practice is an ongoing commitment to measuring performance and implementation of appropriate actions based on the analysis of that performance. AMR currently has in place a comprehensive quality improvement program for the Collin County EMS system. We agree to provide a copy of such program and implementation to the EMS Coordinator prior to commencement of the contract.

In Collin County, all members of AMR’s clinical team focus on consistently analyzing metrics associated with specific expectations and comparing them to national industry or AMR-wide benchmarks. Comparative analysis (who does it best, or who needs help) allows for a practical, real-world look at performance based on national scientific evidence. We have developed a robust quality management system in Texas, built on the belief that we can improve what we measure and monitor. Our Continuous Quality Improvement (“CQI”) program tracks performance in all key areas of our operation, identifies prospects for improvement, and determines the impact of improvement initiatives.

Our multifaceted approach to quality improvement includes:

- ❑ Clinical Education Services (“CES”) personnel, responsible for identifying and developing training methods to implement new procedures, improve performance, and address identified individual training needs.
- ❑ A team of Field Training Officers (“FTO”) to help maintain performance standards, conduct training programs, monitor performance in the field, and participate in peer review audits.
- ❑ A stringent screening program for new employees, careful review of equipment needs, and physician-approved protocols.
- ❑ A comprehensive orientation academy that is followed by FTO-facilitated field training, evaluation, & continued mentorship, as well as in-house continuing education programs.
- ❑ Monitoring, coaching, and feedback by FTOs, Field Supervisors, and Clinical Education personnel.
- ❑ Retrospective analysis of clinical performance, patient care reports, and Key Performance Indicators (“KPI”).
- ❑ Compliance with all relevant DSHS, County, and city regulations
- ❑ Utilization of the Plan-Do-Study-Act cycle, a proven framework for reviewing and responding to opportunities for improvement (the Plan step involves identifying the goal for improvement; the Do step tests the intervention proposed and measures the results; the Study step compares the actual results of the intervention with those that were expected, letting us learn whether or not the test had desired results; and the Act step responds quickly after the study step)



5.32 First Responders

1. FIRST RESPONDER SUPPORT

5.32.1 The fire departments within the service area have, on a limited basis, first responder programs in place. The Offeror shall cooperate and coordinate its activities and services with the first responder's services, the primary goal being to enhance patient care through mutual cooperation.

5.32.1.1 The Offeror shall provide an exchange of disposable medical supplies used by the fire departments at no charge.

Offeror Response: **CONFIRMED**

As your current provider, we currently have a variety of programs and policies in place to support our County fire department partners. We understand that the best patient outcomes come from an integrated system that works well together to care for patients, and we tailor our approach to the existing system. From shared medical direction and vehicles to supply restocking, we take every measure available to ensure that our personnel and local responders have the resources and support needed to work as a team.

AMR will continue to provide County fire departments and first responder organizations with one-for-one restocking of disposable medical supplies, at no cost to the agency. Depending on the desires of each individual agency, we deliver supplies to a central location or to individual fire stations. Our experience with real-time inventory technology allows us to thoroughly manage this process to ensure providers have the supplies they need to care for patients while controlling inventory costs.

Other methods used to promote a high level of integration within the County include:

- ❑ Centralized call intake and dispatch procedure processes
- ❑ Seamless selection, activation, and response of first responders and AMR
- ❑ Joint training programs, education, and disaster drills
- ❑ Shared medical direction and identical protocols, system-wide
- ❑ Shared purchasing power and access to new technology



2. SCENE RESPONSIBILITY

5.32.2 The first certified registered responding agency on the scene shall have primary responsibility for patient care until such time as care is turned over to the Offeror. The highest ranking fire department officer on the scene shall have scene control as Incident Commander.

Offeror Response: **AGREE**

AMR agrees that the first certified registered responding agency on the scene will have primary responsibility for patient care until such time as care is turned over to AMR. The highest ranking fire department officer on the scene will also have scene control as Incident Commander.

3. FIRST RESPONDER EDUCATION

5.32.3 The Offeror shall be responsible for providing first responder education. Monthly continuing education (CE) credits shall be offered monthly, at times that are convenient (i.e. evenings/weekends) to the first responders. The CE's should be offered multiple times during a monthly period and at different locations.

Offeror Response: **CONFIRMED**

AMR will continue to be responsible for providing first responder education throughout Collin County. We currently provide a collaborative and integrated continuing education program to serve EMS personnel throughout the County. We will continue to collaborate with departments in the region to jointly explore the best location to hold training, the topics to be covered, and how each agency plays a role in providing instructors. Education is provided locally, both in-person and online, and offered monthly, at times and locations convenient to first responders.

We strive to create educational programs that are engaging, reflect the current state of the science and are professionally rewarding and practical in their approach. Some of our current Texas curriculum includes:

- First responder course
- Access to AMR's Infection Control and Exposure Programs
- Partnership in advanced training with local flight services
- Mass Casualty Incident ("MCI") drills and after-action reporting and reviews
- Ambulance operations orientation
- Respiratory, stroke and cardiac care awareness
- Community flu prevention
- Critical Incident Stress Management joint training

5.33 Overview of the County and EMS Statistics

1. SERVICE AREA UNDERSTANDING

5.33.1 The Collin County Service Area is made of approximately 54,584 residents of the Northern and Eastern Coalitions. The Northern Coalition is comprised of fire district areas of Anna, Melissa, Westminster, Weston, and the unincorporated area of Royce City part of the Collin County Fire District. The Eastern Coalition is comprised of the fire districts of Blue Ridge, Farmersville, Josephine, Lowry Crossing, Nevada, Princeton and the unincorporated area of Branch, part of the Collin County Fire District.

Offeror Response: **CONFIRMED**

AMR has reviewed section 5.33.1 of the RFP and confirms our understanding of the service area.

2. CONTRACT TYPE

5.33.2 The new contract will be an E-911 emergency service contract with fully staffed and equipped paramedic units for the areas described in this RFP.

Offeror Response: **CONFIRMED**

AMR has reviewed section 5.33.2 of the RFP and confirms our understanding of the contract type.

3. CALL HISTORY

5.33.3 Call History: Collin County Reported KPI

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Ambulance Responses	4224	4470	4820	4782	5340	5345
Ambulance Transports	2839	3053	3194	3200	3436	3487
Ambulance Cancels	423	418	454	429	460	1861
Ambulance Dry Runs	962	999	1172	1153	1444	

Offeror Response: **CONFIRMED**

AMR has reviewed and understands the County’s reported call history and KPI information, as provided in section 5.33.3 of the RFP.

5.34 Performance Based Contract

1. PERFORMANCE & RELIABILITY

5.34.1 This procurement will result in the award of a Performance-based contract. Deductions will be assessed for failures to achieve minimum standards set forth in the Contract. This procurement requires the highest levels of performance and reliability, and the mere demonstration of effort, even diligent and well intentioned effort, shall not substitute for performance results. Specifically:

5.34.1.1 Ambulance response times shall meet the response requirements set forth in the RFP.

5.34.1.2 The Offeror will be responsible for dispatch of ambulances under this contract.

5.34.1.3 Clinical performance shall be consistent with approved medical standards and guidelines set forth by the State of Texas.

5.34.1.4 The conduct of personnel shall be professional and courteous at all times.

5.34.1.5 There shall be an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system.

5.34.1.6 Clinical and response time performance shall be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action as set out in 5.36.

5.34.1.7 This is not a level-of-effort contract. An Offeror who fails to perform shall be promptly replaced, because human lives, and not merely inconvenience or money, are at stake. In accepting an Offeror’s offer, the County neither accepts nor rejects the Offeror’s level-of- effort estimates; rather, the County accepts the Offeror’s promise to employ whatever level- of- effort is necessary to achieve the clinical, response time, and other performance standards required by the terms of the Contract.

Offeror Response: **CONFIRMED**

AMR confirms our understanding and compliance with section 5.34.1 of the RFP. We understand this procurement will result in the award of a Performance-based contract, and that deductions will be assessed for failures to achieve minimum standards set forth in the contract. As the current provider, we know this procurement requires the highest levels of performance and reliability, and the mere demonstration of effort, even diligent and well-intentioned effort, does not substitute for performance results.

In our years of service to Collin County, we a long history of complying with the response requirements set forth by the County and remain responsible for all dispatching of ambulances under this contract. AMR’s clinical performance is consistent with approved medical standards and guidelines set forth by the State of Texas, and

our team of clinical personnel work to continuously improve the care we provide. Our personnel are professional and courteous at all times, and we strive as an organization to detect and correct performance deficiencies and to continuously upgrade the reliability of the entire County EMS system.

5.35 Use Own Expertise and Judgement

1. BEST EXPERTISE

5.35.1 Offeror is specifically advised to use its own best expertise and professional judgment in deciding upon the methods to be employed to achieve and maintain the high performance required under the contract. By “methods”, the County means compensation programs, shift schedules, personnel policies, supervisory structures, fluid vehicle deployment techniques, and other internal matters which, taken together, comprise each Offeror’s own strategies and tactics for getting the job done.

Offeror Response: CONFIRMED

AMR confirms our understanding and compliance with RFP section 5.35.1. We will continue to use our own best expertise and professional judgment in deciding on the methods to be employed to achieve and maintain the high performance required under the contract. This includes our compensation programs, shift schedules, personnel policies, supervisory structures, fluid vehicle deployment techniques, and other internal strategies and tactics for performance.

2. CONTINUED INNOVATION

5.35.2 The County hopes to promote innovation, efficiency, and superior levels of high performance.

Offeror Response: CONFIRMED

AMR shares the County’s goal of promoting innovation, efficiency, and superior levels of high performance in the Collin County EMS system. Some of our recent and future innovations are listed below. We pledge to continue our effort of constant system improvement, and look forward to collaborating with the County, local fire departments, and other community stakeholders in the years ahead.

CARES Program

Since the summer of 2012, AMR has participated in the Center for Disease Control’s (“CDC”) Cardiac Arrest Registry to Enhance Survivability (“CARES”) program. This program gathers data from all over the country and helps our Collin County operation provide the very best and validated care to some of the most vulnerable County citizens.

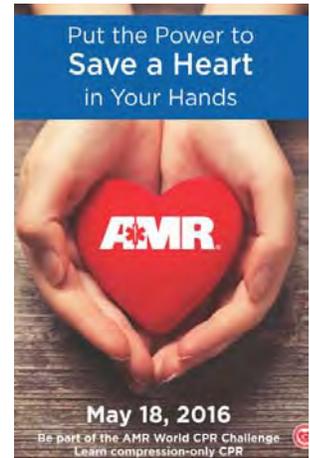


As the nation’s largest CARES participant, AMR as an organization will manage almost 11% of all Sudden Cardiac Arrest (“SCA”) incidents that occur in the United States each year. In fact, our nationally recognized focus on SCA has resulted in CARES-reported survival rates that are almost 10% higher than the national average. That amounts to over 3,000 people who suffered cardiac arrest, received their first care from AMR personnel, and recovered. This experience has provided our caregivers with an unmatched level of SCA knowledge, research, and resources – all invaluable benefits to the Collin County community.

World CPR Challenge

Prevailing research has shown that if more adults were trained in CPR, more people would survive incidents of cardiac arrest. AMR saw that as a challenge, and on May 22, 2013, 140 national operations—and two international operations in India and Trinidad and Tobago—hosted the first annual AMR World CPR Challenge. The goal of this first event was to train as many people as possible in compression-only CPR in one day. AMR teams trained more than 54,000 people, provided training in small groups or by the thousands. In some areas, more than 3,000 people were trained simultaneously.

AMR has continued this event each year to the present day, and the Collin County community has been an active participant. On May 21, 2014, we hosted 175 events across 28 states, training an astounding 61,883 people. During the third annual World CPR Challenge on May 20, 2015, AMR trained 67,047 individuals across the nation. The fourth annual event was hosted on May 18, 2016, where we trained 50,591 national citizens. The most recent World CPR Challenge week resulted in the training of over 1,100 people in Collin County. Training took place at various local Walmart stores and shopping centers throughout the County.



Due to the combined efforts of AMR and the citizens of Collin County, nearly 50% of all local cardiac arrests resulted in bystander-initiated CPR.

Today, nearly 400,000 people have received this valuable education, and we have already begun to observe its positive impact. In 2010, the AMR national bystander CPR rate was 21.4%. In 2014, it

had increased to 47.2%. As providing bystander CPR and other interventions has been shown to have the potential to double or triple the patient's chance of survival, this is a powerful intervention with excellent local results. As we continue to host the World CPR Challenge and participate in the CARES program, we are confident these numbers will increase year-after-year. Continuing this important community event in Collin County in the years ahead will help to further educate members of the local population and save lives.

Citizen Responder Program

AMR also proposes to initiate a new community program in Collin County, aimed at educating and equipping community members to assist their fellow citizens during mass-casualty events. We seek to work with our county fire department partners and other members of the community to create a citizen first responder training program, providing the information and tools to prepare citizens for the unimaginable.

After our front-line response to the 01 October Las Vegas shooting, AMR learned valuable lessons in how to handle and prepare for MCIs. One of the most important is that citizen responders absolutely save lives. Another is that hemorrhage control matters. Working with this information, we have begun to build the framework of an initiative that can bring these best practices to communities nationwide.

Building on the success we have seen with the World CPR Challenge, our citizen responder program will prepare Collin County residents to properly and safely assist their friends, neighbors, and family members during an active shooter or disaster event. Unfortunately, no community is immune to these events – as we have seen in our responses across the country – and local citizens must be prepared to act.

AMR will work with local fire departments and our network of national manufacturers to supply citizens with education and kits that can be deployed at mass gathering events or mass casualty situations. Use of these tools will be thoroughly explained and other education topics will be presented. Just like the World CPR Challenge, this program will eventually create a community of citizen responders, able to act quickly in times of distress.

5.36 Performance Review

1. CONTRACTOR EVALUATION

5.36.1 The County EMS Coordinator shall conduct a monthly evaluation of the performance of the Offeror for the first six (6) months of contract and quarterly thereafter utilizing criteria the County determines to be relevant. In addition, the County may conduct intermittent evaluations at such times specified by the county. This will include but not be limited to issues of mere compliance with the terms of the contract.

Offeror Response: **CONFIRMED**

AMR understands the County EMS Coordinator will conduct a monthly evaluation of our performance of for the first six (6) months of contract and quarterly thereafter, utilizing criteria the County determines to be relevant. We agree to this provision and understand the County may also conduct intermittent evaluations. This will include, but not be limited to, issues of mere compliance with the terms of the contract

2. MINIMUM REQUIREMENTS

5.36.2 The Offeror's performance should exceed the minimum requirements of the contract.

Offeror Response: **CONFIRMED**

As we have done for years, AMR will ensure our performance exceeds the minimum requirements of the contract.

5.37 Response Damages

1. MONTHLY MEASUREMENT

5.37.1 In each monthly period (beginning on the first day of each month), not less than (100%) of the Offeror's response to emergency requests shall be performed as set forth in the RFP.

Offeror Response: **AGREE**

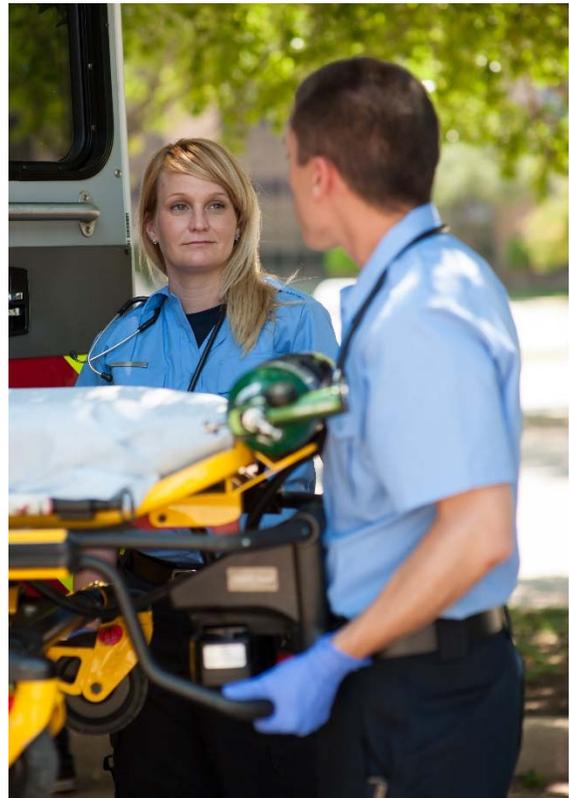
AMR agrees that, in each monthly period, not less than 100% of our response to emergency requests shall be performed as set forth in the RFP.

2. FAILURE TO MEET RESPONSE TIMES

5.37.2 Failure of the Offeror to meet response time requirements may result in a deduction from the operating subsidy or an assessment of fees (collected quarterly) based on the following:

Offeror Response: **CONFIRMED**

AMR understands that our failure to meet response time requirements may result in a deduction from the operating subsidy or an assessment of fees, as described below.



3. DAMAGES TABLE

5.37.3 The table below shows deduction/assessment of fees per monthly period (deduction/assessments are cumulative):

5.37.3.1 85-100% MICU responses – No assessment

5.37.3.2 80-84% MICU responses - \$1,000 assessment per call

5.37.3.3 80% or less MICU responses - \$2,000 assessment per call plus Offeror will be put on probation for a period of three (3) months

Offeror Response: **AGREE**

AMR agrees to the deduction/assessment of fees per monthly period, as identified in RFP section 5.37.3.

4. PROBATION PLACEMENT

5.37.4 If Offeror does not meet the 85% response time or greater in the monthly period, the Offeror will be placed on probation. The County will notify Offeror when/if they are placed on probation.

Offeror Response: **CONFIRMED**

AMR understands that if we do not meet the 85% response time or greater in the monthly period, we will be placed on probation.

5. WRITTEN PROBATIONARY PLAN

5.37.5 If Offeror is put on probation, the Offeror will be required to submit a written plan within ten (10) days of being notified of Probation. This plan will detail how the Offeror intends remove itself from probation. In order to be removed from Probation, Offeror will need to achieve 85% or better for the next three (3) months.

Offeror Response: **CONFIRMED**

AMR understands that, if placed on probation, we will be required to submit a written plan within ten (10) days. This plan will detail how we intend to remove our company from probation. We understand that, in order to be removed from Probation, we will be required to achieve 85% or better for the subsequent three (3) months.

5.38 Reporting

At a minimum the offeror will provide the following reports.

1. RESPONSE TIME EXCEPTIONS

5.38.1 Each month a response time exception report will be submitted to the County EMS coordinator by close of business on the 10th of each following month.

Offeror Response: **AGREE**

AMR agrees to provide the requested monthly response time exception report.

2. DRIVER PERFORMANCE

5.38.2 Driver performance reports will be provided as requested.

Offeror Response: **AGREE**

AMR agrees to provide driver performance reports, as requested.

3. MONTHLY PERFORMANCE STATISTICS

5.38.3 Monthly performance statistic reports, to include any clinical performance issues (i.e. IV attempts, IV success rate, etc.)

Offeror Response: **AGREE**

AMR agrees to provide the requested monthly performance statistic reports, which will include any clinical performance issues.

4. COORDINATOR ACCESS

5.38.4 The EMS Coordinator shall be given access to create reports as needed.

Offeror Response: **AGREE**

AMR agrees to provide the EMS Coordinator access to create reports as needed.

3.0 COMPANY BACKGROUND AND EXPERIENCE

6.4 COMPANY BACKGROUND AND EXPERIENCE (PROPOSAL SECTION 3.0) The Offeror shall provide the following information about its company so that the County can evaluate the corporate stability and Offeror's ability to support the commitments set forth in response to the RFP. The County, at its option, may require an Offeror to provide additional support and/or clarify requested information.

1. Time in Business

6.4.1 Amount of time the company has been in business.

Offeror Response: **CONFIRMED**

AMR has been in business for more than 24 years and has served Collin County for 15 years. American Medical Response Ambulance Service, Inc., the bidding entity for this contract, was incorporated on March 18, 1993. We have provided the services requested in this RFP to the County since 2003. Some of our Texas predecessor companies have served local citizens for more than fifty years, and we strive to maintain their legacy of teamwork and compassion.

2. Size & Structure

6.4.2 A brief description of the company size and organizational structure.

Offeror Response: **CONFIRMED**

AMR is an established and trusted provider, both in Texas and throughout the United States. Our tremendous support system behind each of our operations positions us as an accountable local provider with unique national and industry support.

COMPANY SIZE

We serve 27 Texas counties, providing emergency response and dispatch services, non-emergency transport services, event medical services, managed transportation services, and paramedic and EMT training for a variety

of public and private customers. Statewide, we employ 1,255 personnel and maintain 315 ambulances and support vehicles. Last year, we provided nearly 300,000 patient transports and traveled 8.7 million miles in Texas.

We have abundant resources available throughout North Texas and can supplement our County coverage with vehicles and personnel from surrounding locations. This is especially valuable in times of increased call volume, or in a disaster event. All our Texas personnel are trained in Incident Command System (“ICS”) and National Incident Management System (“NIMS”) courses to better work with our fire partners.

A National Provider

Each local operation receives support, advice, and backing from our national EMS network—the most extensive in the United States. AMR caregivers are called upon every seven seconds to care for a patient in need, protecting more than 48 million people each year. We currently have more than 230 performance-based EMS contracts across the country, including Collin County. We support our communities with a national staff of 28,000 employees and a fleet of 7,000 vehicles. In the course of daily operations, AMR drives almost 500,000 miles – that’s equal to a coast-to-coast round trip, 80 times.

We monitor each patient encounter closely, always looking for ways to improve our practice of medicine. AMR utilizes patient-focused performance metrics to drive clinical care improvements, adoption of new technology, and community education initiatives. We focus on the things that matter, and continually use regional and national trends to update our local protocols.

CORPORATE STRUCTURE

American Medical Response Ambulance Service, Inc. is a subsidiary of American Medical Response, Inc., which is owned by AMR HoldCo, Inc. As of this proposal submission, AMR HoldCo, Inc. is currently subsidiary of Envision Healthcare Corporation, Inc.



On 08 August 2017, AMR HoldCo, Inc. and Air Medical Group Holdings, Inc. (“AMGH”), a KKR & Co., LP company, announced a transaction where AMGH will acquire 100 percent of AMR HoldCo. Upon date of submission, this transaction is still pending and anticipated to close early this year. This merger will not affect day-to-day operations in any AMR operation, and we pledge to keep the County informed of every move that is made.

Our national support allows us to provide unique benefits in our proposal to the County, including access to an experienced implementation team, the latest vehicles and equipment, continuous insurance and financial support, and national purchasing power.

3. Audited Financial Statements

6.4.3 Most recent audited financial statements.

Offeror Response: **CONFIRMED**

A copy of our most recent audited financial statement has been provided in the following pages (37-61).



AMR HoldCo Inc.
(a wholly-owned subsidiary of Envision Healthcare Corporation)

**CONSOLIDATED FINANCIAL STATEMENTS WITH
INDEPENDENT AUDITORS' REPORT
FOR THE YEARS ENDED DECEMBER 31, 2016, 2015 AND 2014**

Report of Independent Auditors

To the Board of Directors and Shareholders of AMR HoldCo Inc.

We have audited the accompanying consolidated financial statements of AMR HoldCo Inc., which comprise the consolidated balance sheets as of December 31, 2016 (Successor) and 2015 (Predecessor), and the related consolidated statements of operations, changes in equity and cash flows for the period from December 1, 2016 to December 31, 2016 (Successor), the period from January 1, 2016 to November 30, 2016 (Predecessor) and the for the years ended December 31, 2015 and 2014 (Predecessor), and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in conformity with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of AMR HoldCo Inc. at December 31, 2016 (Successor) and 2015 (Predecessor), and the consolidated results of its operations and its cash flows for the period from December 1, 2016 to December 31, 2016 (Successor), the period from January 1, 2016 to November 30, 2016 (Predecessor) and the for the years ended December 31, 2015 and 2014 (Predecessor), in conformity with U.S. generally accepted accounting principles.

Ernst & Young LLP

June 21, 2017

AMR HOLDCO INC.
(a wholly-owned subsidiary of Envision Healthcare Corporation)

CONSOLIDATED BALANCE SHEETS
(in thousands)

	December 31,	December 31,
	2016	2015
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 14,629	\$ 13,446
Insurance receivable	70,002	71,273
Accounts receivable, net of allowance for uncollectibles ⁽¹⁾	412,412	361,442
Supplies inventory	37,870	37,134
Prepaid and other current assets	48,529	33,974
Total current assets	583,442	517,269
Property and equipment, net	293,376	249,903
Intangible assets, net	930,473	419,085
Goodwill	1,330,112	1,269,971
Other assets	27,484	36,397
Total assets	\$ 3,164,887	\$ 2,492,625
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	31,370	37,476
Accrued salaries and benefits	77,438	70,404
Other accrued liabilities	142,879	131,100
Current portion of capital lease obligations	485	782
Total current liabilities	252,172	239,762
Capital lease obligations	1,365	1,857
Deferred income taxes	310,391	93,044
Insurance reserves	87,635	82,208
Other long-term liabilities	38,444	53,328
Total liabilities	690,007	470,199
Commitments and contingencies		
Equity:		
Investment by Parent/ Prior Parent	2,471,404	1,951,821
Accumulated other comprehensive income (loss)	2	(1,139)
Retained earnings	3,474	71,744
Total equity	2,474,880	2,022,426
Total liabilities and equity	\$ 3,164,887	\$ 2,492,625

⁽¹⁾ Effective with the Merger of the Prior Parent and Parent on December 1, 2016, accounts receivable were recorded at fair value (see Notes 1 and 3). As of December 31, 2016 and 2015, accounts receivable were net of allowance for uncollectibles of \$68,828 and \$368,132, respectively.

AMR HOLDCO INC.
(a wholly-owned subsidiary of Envision Healthcare Corporation)

CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands)

	Successor	Predecessor		
	One Month Ended December 31, 2016	Eleven Months Ended November 30, 2016	Year Ended December 31, 2015	Year Ended December 31, 2014
Revenue	\$ 266,372	\$ 2,814,418	\$ 2,412,698	\$ 2,078,578
Provision for uncollectibles	(68,828)	(693,779)	(630,330)	(544,347)
Net revenue	197,544	2,120,639	1,782,368	1,534,231
Operating expenses:				
Salaries and benefits	114,702	1,231,433	996,252	898,058
Supply costs	4,779	51,291	42,960	35,405
Insurance expense	6,657	55,316	48,675	48,097
Other operating expense	49,552	574,609	486,447	384,338
Transaction and integration costs	3,744	50,083	11,196	7,029
Depreciation and amortization	12,290	119,520	85,648	76,545
Total operating expenses	191,724	2,082,252	1,671,178	1,449,472
Equity in earnings of unconsolidated affiliates	33	538	353	254
Operating income	5,853	38,925	111,543	85,013
Interest expense, net	7	1,844	1,418	1,615
Other income (expense), net	—	1	(148)	108
Earnings from operations before income taxes	5,846	37,082	109,977	83,506
Income tax expense	2,372	15,663	44,839	35,465
Net income	\$ 3,474	\$ 21,419	\$ 65,138	\$ 48,041
Other comprehensive income (loss), net of tax:				
Unrealized gains (losses) on derivative financial instruments	—	1,504	(843)	(1,317)
Defined benefit pension plan net gain	2	682	601	—
Total other comprehensive income (loss), net of tax	2	2,186	(242)	(1,317)
Comprehensive income	\$ 3,476	\$ 23,605	\$ 64,896	\$ 46,724

AMR HOLDCO INC.
(a wholly-owned subsidiary of Envision Healthcare Corporation)
CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY
(in thousands)

	Investment by Parent/ Prior Parent	Accumulated		Total
		Other Comprehensive Income (Loss)	Retained Earnings	
Balance at January 1, 2014 (Predecessor)	\$ 1,354,309	\$ 420	\$ (41,435)	\$ 1,313,294
Equity-based compensation	492	—	—	492
Net working capital distributed to Prior Parent	(120,289)	—	—	(120,289)
Allocation of Prior Parent corporate overhead costs	38,616	—	—	38,616
Acquisitions funded by Prior Parent	35,391	—	—	35,391
Net income	—	—	48,041	48,041
Unrealized gains (losses) on derivative financial instruments	—	(1,317)	—	(1,317)
Balance at December 31, 2014 (Predecessor)	\$ 1,308,519	\$ (897)	\$ 6,606	\$ 1,314,228
Equity-based compensation	818	—	—	818
Net working capital distributed to Prior Parent	(96,520)	—	—	(96,520)
Allocation of Prior Parent corporate overhead costs	42,404	—	—	42,404
Acquisitions funded by Prior Parent	696,600	—	—	696,600
Net income	—	—	65,138	65,138
Unrealized gains (losses) on derivative financial instruments	—	(843)	—	(843)
Defined benefit pension plan net gain	—	601	—	601
Balance at December 31, 2015 (Predecessor)	1,951,821	(1,139)	71,744	2,022,426
Equity-based compensation	2,626	—	—	2,626
Net working capital distributed to Prior Parent	(60,449)	—	—	(60,449)
Allocation of Prior Parent corporate overhead costs	42,880	—	—	42,880
Acquisitions funded by Prior Parent	35,404	—	—	35,404
Net income	—	—	21,419	21,419
Unrealized gains (losses) on derivative financial instruments	—	1,504	—	1,504
Defined benefit pension plan net gain	—	682	—	682
Predecessor balance prior to Merger on December 1, 2016	1,972,282	1,047	93,163	2,066,492
Elimination of Predecessor equity in connection with the Merger	(1,972,282)	(1,047)	(93,163)	(2,066,492)
Successor opening equity	2,456,703	—	—	2,456,703
Successor balance at December 1, 2016	2,456,703	—	—	2,456,703
Equity-based compensation	269	—	—	269
Net working capital contributed by Parent	10,092	—	—	10,092
Allocation of Parent corporate overhead costs	4,340	—	—	4,340
Net income	—	—	3,474	3,474
Unrealized gains (losses) on derivative financial instruments	—	2	—	2
Balance at December 31, 2016 (Successor)	\$ 2,471,404	\$ 2	\$ 3,474	\$ 2,474,880

AMR HOLDCO INC.
(a wholly-owned subsidiary of Envision Healthcare Corporation)

CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	Successor	Predecessor		
	One Month Ended December 31, 2016	Eleven Months Ended November 30, 2016	Year Ended December 31, 2015	Year Ended December 31, 2014
Cash flows from operating activities:				
Net income	\$ 3,474	\$ 21,419	\$ 65,138	\$ 48,041
Adjustments to reconcile net income to net cash provided by (used in) operating activities:				
Depreciation and amortization	12,290	119,520	85,648	76,545
Loss (gain) on disposal of property and equipment	(108)	(1,110)	143	(2,124)
Impairment of unconsolidated affiliate	—	2,100	—	—
Equity in earnings of unconsolidated affiliates	(33)	(538)	(353)	(254)
Dividends received	—	909	370	432
Deferred income taxes	2,006	8,092	11,061	10,297
Change in operating assets/liabilities, net of acquisitions:				
Accounts receivable, net	(4,803)	(44,169)	(3,532)	(38,101)
Supplies inventory	38	(732)	(897)	(687)
Prepaid and other assets	(1,800)	(5,006)	(2,678)	86,082
Accounts payable and other accrued liabilities	(31,834)	33,745	(46,330)	10,460
Insurance reserves	5,806	(6,212)	10,105	(1,335)
Other assets and liabilities, net	(430)	(7,025)	10,153	(38,288)
Net cash (used in) provided by operating activities	(15,394)	120,993	128,828	151,068
Cash flows from investing activities:				
Purchases of property and equipment	(11,093)	(117,371)	(72,545)	(58,116)
Proceeds from the sale of property and equipment	—	3,297	538	2,426
Acquisition of businesses, net of cash received	—	(35,404)	(696,600)	(35,391)
Net change in insurance receivable	(5,419)	25,267	4,892	(11,396)
Other investing activities	71	1,863	1,240	(140)
Net cash used in investing activities	(16,441)	(122,348)	(762,475)	(102,617)
Cash flows from financing activities:				
Net working capital and overhead allocations contributed by and (distributed to) Prior Parent	—	20,461	643,302	(45,790)
Net working capital and overhead allocations contributed by and (distributed to) Parent	14,701	—	—	—
Other financing activities	(67)	(722)	(279)	(116)
Net cash provided by (used in) financing activities	14,634	19,739	643,023	(45,906)
(Decrease) increase in cash and cash equivalents	(17,201)	18,384	9,376	2,545
Cash and cash equivalents, beginning of period	31,830	13,446	4,070	1,525
Cash and cash equivalents, end of period	\$ 14,629	\$ 31,830	\$ 13,446	\$ 4,070

Notes to Consolidated Financial Statements

(Dollars in thousands)

1. Description of Business

AMR HoldCo Inc., along with its subsidiaries (collectively, “AMR” or the “Company”) operates in 38 states and the District of Columbia, providing a full range of healthcare transportation services, including emergency (“911”), non-emergency, managed transportation, fire protection services, fixed-wing ambulance and disaster response. In addition, AMR operates 911 call and response services for large and small communities all across the United States, offers contracted medical staffing, and provides telephone triage, transportation dispatch and demand management services.

Prior to December 1, 2016, the Company was a wholly-owned subsidiary of Envision Healthcare Holdings, Inc. (“EHH” or “Prior Parent”). On December 1, 2016 (the “Merger Date”), EHH, Amsurg Corp. (“Amsurg”) and a direct, wholly-owned subsidiary of Amsurg completed a multi-step merger (the “Merger”) whereby the surviving combined company is Envision Healthcare Corporation (“EVHC” or “Parent”). Since December 1, 2016, the Company has been a wholly-owned subsidiary of EVHC.

As used herein, the term “Predecessor” refers to the Company prior to the Merger Date, while “Successor” refers to the Company subsequent to the Merger Date.

2. Summary of Accounting Policies

Consolidation

The consolidated financial statements of the Company include all of its wholly-owned subsidiaries. All significant intercompany transactions and balances have been eliminated in consolidation.

EHH or EVHC allocated costs to AMR for a portion of its corporate overhead costs and any other costs relating to AMR that were paid under an agreement, policy or contract owned by EHH or EVHC.

A summary of allocated costs to AMR from EHH or EVHC follows (in thousands):

	<u>Successor</u>	<u>Predecessor</u>		
	<u>One Month Ended December 31, 2016</u>	<u>Eleven Months Ended November 30, 2016</u>	<u>Year Ended December 31, 2015</u>	<u>Year Ended December 31, 2014</u>
Salaries and benefits	\$ 1,755	\$ 17,675	\$ 16,942	\$ 15,831
General and administrative	1,060	10,569	10,561	7,938
Operating	746	9,732	11,006	10,813
Insurance	111	1,192	1,139	1,057
Depreciation	668	3,712	2,756	2,977
Total related party operating costs and expenses	<u>\$ 4,340</u>	<u>\$ 42,880</u>	<u>\$ 42,404</u>	<u>\$ 38,616</u>

The allocation of salaries and benefits includes personnel in various shared corporate functions of EHH or EVHC, including: C-Suite, IT/Telecom, HR/Benefits, Legal, Communications, Purchasing, Accounting/Shared Services, Compliance, Internal Audit, and Tax. General & Administrative consists primarily of allocations for software licenses and maintenance, equipment rentals, travel costs for all shared functions, public relations, and recruiting. Operating expenses include outside legal, audit, tax, consulting, other professional fees, and rent for the shared corporate headquarters.

Corporate overhead costs were allocated to AMR using a methodology employed by EHH in recent years for all shared corporate functions. The charges for the shared corporate functions are based on the time devoted to each of EHH or EVHC operating division. Additionally, department managers develop allocation percentages for other cost groups, such as professional fees, consulting, travel, and all other G&A based on actual costs during the period. If possible for these cost categories, allocations are made on a specific-identification basis.

The consolidated financial statements of AMR may not include all actual expenses that would have been incurred and may not reflect AMR's combined results of operations, financial position, or cash flows had it been a stand-alone company during the periods presented. Actual costs that would have been incurred if AMR were a stand-alone company would depend on various factors, including organizational structure, capital structure, and strategic decisions made in various areas, such as information technology and infrastructure. Transactions resulting from shared corporate activities between AMR and EHH (or EVHC) are considered to be effectively settled for cash at the time the transaction is recorded. The net effect of settlement of these transactions is reflected in the accompanying consolidated statements of cash flows as a financing activity and in the accompanying consolidated balance sheets as a net investment from EHH or EVHC, respectively.

Investment by Parent

Investment by Parent, in the consolidated balance sheets represents the Company's cumulative investment from the Successor and Predecessor owners for the accumulation of

- Investments in AMR
- Net cash transfers to and from AMR
- Overhead cost allocations
- Transactions between the Successor and Predecessor owners and AMR
- Net cash transactions due to the owners centralized cash management.

Use of Estimates

The preparation of financial statements requires management to make estimates and assumptions relating to the reporting of results of operations, financial condition and related disclosure of contingent assets and liabilities at the date of the financial statements including, but not limited to, estimates and assumptions for accounts receivable, insurance-related reserves and acquired or pushed-down intangible assets. Actual results may differ from those estimates under different assumptions or conditions.

Cash and Cash Equivalents

Cash and cash equivalents are comprised of demand deposits at banks and highly liquid investments with a maturity of three months or less at acquisition, and are recorded at cost, which approximates market value.

Parts and Supplies Inventory

Parts and supplies inventory is valued at cost, determined on a first in, first out basis. Durable medical supplies are capitalized as inventory and expensed as used. In connection with the application of purchase accounting related to the Merger, parts and supplies inventory at December 1, 2016 reflected their estimated fair value on the Merger Date.

Recent Accounting Pronouncements

AMR will implement the provisions of the following standards coinciding with EVHC, a public reporting entity.

In May 2014, the FASB issued ASU 2014-09 "Revenue from Contracts with Customers," which will eliminate the transaction and industry-specific revenue recognition guidance under current GAAP and replace it with a principle-based approach using the following steps: identify the contract(s) with a customer, identify the performance obligations in the contract, determine the transaction price, allocate the transaction price to the performance obligations in the contract and recognize revenue when (or as) the entity satisfies a performance obligation. In August 2015, the FASB issued ASU 2015-14 "Revenue from Contracts with Customers (Topic 606), Deferral of the Effective Date" which granted a one-year deferral of this ASU. In 2016, the FASB issued the following ASUs to provide entities further clarity on the application of ASU 2014-09:

- ASU 2016-08 "Principal versus Agent Considerations (Reporting Revenue Gross versus Net)"
- ASU 2016-10 "Identifying Performance Obligations and Licensing"
- ASU 2016-12 "Narrow-Scope Improvements and Practical Expedients"
- ASU 2016-20 "Technical Corrections and Improvements to Topic 606, Revenue from Contracts with Customers"

The guidance in ASU 2014-09 and the subsequently related ASUs will now be effective for public entities for annual reporting periods beginning after December 15, 2017, including interim periods therein. The Company is continuing to assess the method of adoption it expects to utilize and is continuing its evaluation to determine the impact, if any, on the results of operations and cash flows. However, the Company does anticipate that, as a result of certain changes by ASU 2014-09 and the subsequently

related ASUs, the majority of its provision for uncollectibles will be recognized as a direct reduction to revenues, instead of separately as a deduction to arrive at revenue.

In February 2016, the FASB issued ASU No. 2016-02, "Leases" which amends existing accounting standards for lease accounting, including requiring lessees to recognize most leases on the balance sheet and making changes to lessor accounting. The standard is effective for annual periods beginning after December 15, 2018 with early adoption permitted. The new standard requires a modified retrospective application for all leases existing at, or entered into after, the date of initial application, with an option to use certain transition relief. The Company will adopt the new standard effective January 1, 2019. The Company expects that nearly all leases currently classified as operating leases will be classified as operating leases under the new standard with a right-of-use asset and an obligation recognized on the balance sheet at the adoption date. The Company has not yet determined the impact this ASU will have on the Company's results of operations or cash flows.

In August 2016, the FASB issued ASU No. 2016-15, "Statement of Cash Flows (Topic 230), Classification of Certain Cash Receipts and Cash Payments (a consensus of the Emerging Issues Task Force)" which clarifies how entities should classify certain cash receipts and cash payments on the statement of cash flows. The standard is effective for annual periods beginning after December 15, 2017, and interim periods within those years with early adoption permitted. The Company early adopted this standard retrospectively and the ASU had no impact on the Company's cash flows.

In November 2016, the FASB issued ASU No. 2016-18, "Statement of Cash Flows (Topic 230): Restricted Cash (A Consensus of the FASB Emerging Issues Task Force)" which requires entities to show the changes in cash, cash equivalents, restricted cash and restricted cash equivalents in the statement of cash flows. Entities will no longer present transfers between cash and cash equivalents and restricted cash and restricted cash equivalents in the statement of cash flows. The standard is effective for annual periods beginning after December 15, 2017, and interim periods within those years and is to be adopted retrospectively. The Company has not yet determined the impact this ASU will have on the Company's cash flows.

In January 2017, the FASB issued ASU No. 2017-01, "Business Combinations (Topic 805) - Clarifying the Definition of a Business" which changes the definition of a business to assist entities with evaluating when a set of transferred assets and activities is a business. The guidance requires an entity to evaluate if substantially all of the fair value of gross assets acquired is concentrated in a single identifiable asset or a group of similar identifiable assets. The guidance is effective for annual periods beginning after December 15, 2017, and interim periods within those years. The Company has not yet determined the impact this ASU will have on the Company's consolidated financial position, results of operations or cash flows.

In January 2017, the FASB issued ASU No. 2017-04, "Intangibles - Goodwill and Other (Topic 350) - Simplifying the Test for Goodwill Impairment" which eliminates the requirement to calculate the implied fair value of goodwill to measure an impairment charge. Instead, companies will record an impairment charge based on the excess of a reporting unit's carrying amount over its fair value. The standard is effective for annual periods beginning after December 15, 2019, with early adoption permitted for interim or annual goodwill impairment tests performed on testing dates after January 1, 2017. The Company has not yet determined the impact this ASU will have on the Company's consolidated financial position, results of operations or cash flows.

3. Revenue Recognition and Accounts Receivable

Revenue Recognition

Net revenue primarily consists of fee for service revenue and is principally derived from the provision of medical transportation services to patients of healthcare facilities and communities served. Contract revenue and other revenue primarily represents income earned from fire protection service contracts, stand by, special event and community subsidies. Revenue generated under fire protection service contracts is recognized over the life of the contract. Subscription fees, which are generally received in advance, are deferred and recognized on a straight-line basis over the term of the subscription agreement, which is generally one year.

Revenue is billed to patients for services provided, and the Company receives payments for these services from patients or their third-party payors. Payments for services provided are generally less than billed charges. The Company recognizes fee for service revenue, net of contractual adjustments and provision for uncollectibles, at the time services are provided by healthcare providers. Services provided but not yet billed are estimated and recognized in the period services are provided. Revenue recognized for services provided during the period but are not yet billed are based on fees and negotiated payment rates in the case of third-party payors, the specific benefits provided for under each patients' healthcare plan, mandated payment rates under the Medicare and Medicaid programs, and historical cash collections. The Company records net revenue from uninsured patients at an estimated realizable value, which includes a provision for uncollectible balances, based on historical cash collections (net of recoveries). The Company records revenue net of an allowance for contractual adjustments, which represents the net revenue expected to

collect from third-party payors (including managed care, commercial and governmental payors such as Medicare and Medicaid) and patients insured by these payors. These expected collections are based on fees and negotiated payment rates in the case of third-party payors, the specific benefits provided for under each patient's healthcare plans, mandated payment rates in the case of Medicare and Medicaid programs, and historical cash collections (net of recoveries). The provision for uncollectibles includes an estimate of uncollectible balances due from uninsured patients, uncollectible co-pay and deductible balances due from insured patients and special charges, if any, for uncollectible balances due from managed care, commercial and governmental payors.

In certain circumstances, federal law requires providers to render emergency medical services to any patient who requires care regardless of their ability to pay. Services to these patients are not considered to be charity care and provisions for uncompensated care for these services are estimated accordingly. Although the Company does provide a level of charity care it is not significant to the Company's net revenues.

Estimating net revenue is a complex process, largely due to the volume of transactions, the number and complexity of contracts with payors, the limited availability, at times, of certain patient and payor information at the time services are provided, and the length of time it takes for collections to fully mature. In the period services are provided, the Company estimates gross charges based on: billed services plus an estimate for unbilled services based on pending case data collected, estimates of contractual allowances based on contracted rates and historical or actual cash collections (net of recoveries), when available, and estimates of the provision for uncollectibles based on historical cash collections (net of recoveries) from uninsured patients. The relationship between gross charges and the allowances for both contractual adjustments and provision for uncollectibles is significantly influenced by payor mix, as collections on gross charges may vary significantly depending on whether and with whom the patients the Company provides services to in the period are insured, and the contractual relationships with their payors. Payor mix is subject to change as additional patient and payor information is obtained after the period services are provided. The Company periodically assesses the estimates of unbilled revenue, contractual adjustments, provision for uncollectibles and payor mix for a period of at least one year following the date of service by analyzing actual results, including cash collections, against estimates. Changes in these estimates are charged or credited to the consolidated statement of operations in the period that the assessment is made. Significant changes in payor mix, contractual arrangements with payors, specialty mix, acuity, business office operations, general economic conditions and health care coverage provided by federal or state governments or private insurers may have a significant impact on estimates and significantly affect the results of operations and cash flows. Concentration of credit risk with respect to other payors is limited due to the large number of such payors.

The Company's billing and accounting systems provide historical trends of cash collections and contractual write-offs, accounts receivable agings and established fee adjustments from third-party payors. These estimates are recorded and monitored monthly as revenues are recognized. The principal exposure for uncollectible fee for service visits is from self-pay patients and, to a lesser extent, for co-payments and deductibles from patients with insurance.

Net revenue for the one month ended December 31, 2016 (Successor), the eleven months ended November 30, 2016 (Predecessor) and the years ended December 31, 2015 and 2014 (Predecessor) consisted of the following (in thousands):

	Successor		Predecessor					
	One Month Ended December 31, 2016		Eleven Months Ended November 30, 2016		Year Ended December 31, 2015		Year Ended December 31, 2014	
Revenue, net of contractual discounts, excluding subsidies and fees:								
Medicare	\$ 58,918	30 %	\$ 618,819	29 %	\$ 556,975	31 %	\$ 491,258	32 %
Medicaid	25,562	13 %	260,127	12 %	179,989	10 %	142,096	9 %
Commercial insurance and managed care (excluding Medicare and Medicaid managed care)	70,171	36 %	739,837	35 %	631,209	35 %	595,018	39 %
Self-pay	71,455	36 %	724,385	34 %	669,940	38 %	552,652	36 %
Subtotal	226,106	115 %	2,343,168	110 %	2,038,113	114 %	1,781,024	116 %
Other revenue	40,266	20 %	471,250	23 %	374,585	21 %	297,554	19 %
Revenue, net of contractual discounts	266,372	135 %	2,814,418	133 %	2,412,698	135 %	2,078,578	135 %
Provision for uncompensated care	(68,828)	(35)%	(693,779)	(33)%	(630,330)	(35)%	(544,347)	(35)%
Net revenue	\$197,544	100 %	\$ 2,120,639	100 %	\$ 1,782,368	100 %	\$ 1,534,231	100 %

Accounts Receivable

The Company manages accounts receivable by regularly reviewing its accounts and contracts and by providing appropriate allowances for contractual adjustments and uncollectible amounts. Some of the factors considered by management in determining the amount of such allowances are the historical trends of cash collections, contractual and bad debt write-offs, accounts receivable agings, established fee schedules, contracts with payors, changes in payor mix and procedure statistics. Actual collections of accounts receivable in subsequent periods may require changes in the estimated contractual allowance and provision for uncollectibles.

The Company tests its analysis by comparing cash collections to net patient revenues and monitoring self-pay utilization. In addition, when actual collection percentages differ from expected results, on a contract by contract basis, supplemental detailed reviews of the outstanding accounts receivable balances may be performed by the Company's billing operations to determine whether there are facts and circumstances existing that may cause a different conclusion as to the estimate of the collectability of that contract's accounts receivable from the estimate resulting from using the historical collection experience. Changes in these estimates, if any, are charged or credited to the consolidated statements of operations in the period of change. Material changes in estimates may result from unforeseen write-offs of patient or third-party accounts receivable, unsuccessful disputes with managed care payors, adverse macro-economic conditions which limit patients' ability to meet their financial obligations, or broad changes to government regulations that adversely impact reimbursement rates for services provided by the Company. Significant changes in payor mix, changes in contractual arrangements with payors, business office operations, general economic conditions and health care coverage provided by federal or state governments or private insurers may have a significant impact on the Company's estimates and significantly affect its results of operations and cash flows. Concentration of credit risk is limited by the diversity and number of facilities, patients, payors and by the geographic dispersion of the Company's operations.

In connection with the application of purchase accounting related to the Merger, accounts receivable were revalued to reflect their estimated fair value of \$411.3 million as of the Merger Date. At such time, any allowances were considered in the establishment of fair value and the allowance for uncollectibles was reset to \$0.

4. Acquisitions

The Company accounts for its business combinations under the fundamental requirements of the acquisition method of accounting and under the premise that an acquirer be identified for each business combination. The acquirer is the entity that obtains control of one or more businesses in the business combination and the acquisition date is the date the acquirer achieves control. The assets acquired and liabilities assumed at the acquisition date are recognized at their fair values as of that date, and the direct costs incurred in connection with the business combination are recorded and expensed separately from the business combination.

2016 Acquisition

On September 16, 2016, the Company completed the acquisition of ComTrans, Inc. ("ComTrans"), a provider of specialized behavioral health and social service transportation services in the greater Phoenix market. The goodwill recognized in connection with the ComTrans acquisition is primarily attributable to synergies that are expected to be achieved through the integration of ComTrans into the existing operations of AMR. The total purchase price for this acquisition was allocated to goodwill of \$10.0 million, other acquired intangible assets of \$11.1 million and net assets of \$4.2 million. These allocations are subject to adjustment based upon the completion of purchase price allocations. Of the goodwill recorded, \$10.0 million is tax deductible.

2015 Acquisitions

Rural/ Metro Corporation

On October 28, 2015, the Company completed the acquisition of Rural/ Metro Corporation ("Rural/ Metro"). As of the closing date, Rural/ Metro provided ambulance and fire protection services in 19 states and approximately 700 communities throughout the United States. The Company acquired Rural/ Metro to achieve certain operational and strategic benefits. The goodwill recognized in connection with the Rural/ Metro acquisition is primarily attributable to synergies that are expected to be achieved through the integration of Rural/ Metro into the existing operations of AMR. Of the goodwill recorded, \$4.2 million is tax deductible.

The final allocation of the purchase price is in the table below (in thousands):

Cash and cash equivalents	\$ 18,559
Insurance receivable	39,934
Accounts receivable	89,000
Supplies inventory	11,466
Prepaid and other current assets	23,887
Property and equipment	91,916
Intangible assets, net	226,200
Goodwill	399,976
Other assets	2,650
Accounts payable	(16,614)
Accrued salaries and benefits	(22,269)
Other accrued liabilities	(67,031)
Deferred income taxes	(64,300)
Insurance reserves	(20,712)
Other long-term liabilities	(38,519)
	<u>\$ 674,143</u>

Other 2015 Acquisitions

On July 10, 2015, the Company completed the acquisition of Vital Enterprises, Inc., Emergency Medical Transportation, Inc., and Marlboro Hudson Ambulance & Wheelchair Service, Inc. (together the “Vital/ Marlboro Entities”), providers of ambulance service operations located in the northeastern United States. The goodwill recognized in connection with the Vital/ Marlboro Entities is primarily attributable to synergies that are expected to be achieved through the integration of Vital/ Marlboro Entities into the existing operations of AMR. Of the goodwill recorded, \$10.6 million is tax deductible.

On December 24, 2015, the Company completed the acquisition of MetroCare Services-Abilene GP, LLC (“MetroCare”), a provider of ambulance service operations located in Texas. The goodwill recognized in connection with the MetroCare acquisition is primarily attributable to synergies that are expected to be achieved through the integration of MetroCare into the existing operations of AMR. Of the goodwill recorded, \$0.5 million is tax deductible.

The total purchase price for these acquisitions was allocated to goodwill of \$12.9 million, other acquired intangible assets of \$31.3 million, net assets of \$5.0 million and deferred income taxes of \$1.6 million.

Pro Forma Information

The following unaudited pro forma operating results give effect to the Rural/ Metro acquisition, as if it had been completed as of January 1, 2015. These pro forma amounts are not necessarily indicative of the operating results that would have occurred if this transaction had occurred on such date. The pro forma adjustments are based on certain assumptions that the Company believes are reasonable.

<u>(in thousands)</u>	<u>Year Ended December 31, 2015</u>
Net revenue	\$ 2,274,597
Net income	\$ 40,632

5. Fair Value Measurements

The fair value of a financial instrument is the amount at which the instrument could be exchanged in an orderly transaction between market participants to sell the asset or transfer the liability. The inputs used by the Company to measure fair value are classified

into the following hierarchy:

Level 1: Quoted prices in active markets for identical assets or liabilities.

Level 2: Inputs other than quoted prices included in Level 1 that are observable for the asset or liability through corroboration with market data at the measurement date.

Level 3: Unobservable inputs that reflect management's best estimate of what market participants would use in pricing the asset or liability at the measurement date.

In determining the fair value of assets and liabilities that are measured on a recurring basis at December 31, 2016 and 2015, the Company utilized Level 1 and 2 inputs to perform such measurements methods, which were commensurate with the market approach. The Company utilizes Level 3 inputs to measure the fair value of real estate Pension Plan assets (as described in Note 12). There were no transfers to or from Levels 1 and 2 during the year ended December 31, 2016. The Company's non-patient receivables and accounts payable are reflected in the financial statements at cost, which approximates fair value.

The Company classifies its financial instruments that are reported at fair value based on a hierarchal framework which ranks the level of market price observability used in measuring financial instruments at fair value. Market price observability is impacted by a number of factors, including the type of instrument and the characteristics specific to the instrument. Instruments with readily available active quoted prices or for which fair value can be measured from actively quoted prices generally will have a higher degree of market price observability and a lesser degree of judgment used in measuring fair value.

Derivatives and Hedging Activities

During 2016, the Company used derivative instruments to manage risks associated with fuel price volatility. The Company manages its exposure to changes in fuel prices and, from time to time, uses highly effective derivative instruments to manage well-defined risk exposures. All hedging instruments that qualify for hedge accounting are designated and effective as hedges, in accordance with GAAP. If the underlying hedged transaction ceases to exist, all changes in fair value of the related derivatives that have not been settled are recognized in current earnings. Instruments that do not qualify for hedge accounting and the ineffective portion of hedges are marked to market with changes recognized in current earnings. The Company monitors its positions and the credit ratings of its counterparties and does not anticipate non-performance by the counterparties. All derivative instruments are recorded on the balance sheet at fair value. The Company does not hold or issue derivative financial instruments for trading purposes and is not a party to leveraged derivatives.

At December 31, 2016, the Company was party to a series of fuel hedge transactions with a major financial institution under one master agreement executed in December 2014. The last of the fuel hedge transactions settled in January 2017. Each of the transactions effectively fixed the cost of diesel fuel at prices ranging from \$3.16 to \$3.58 per gallon. The Company purchased the diesel fuel at the market rate and periodically settled with its counterparty for the difference between the national average price for the period published by the Department of Energy and the agreed upon fixed price. The transactions fixed the price for a total of 0.6 million gallons, which represented approximately 18% of the Company's total estimated usage during the periods hedged, through December 2016. The Company recorded, as a component of other comprehensive income (loss) before applicable tax impacts, a liability associated with the fair value of the fuel hedge in the amount of \$2.8 million and \$0.0 million as of December 31, 2015 (Predecessor) and December 31, 2016 (Successor), respectively. The fair value was determined applying level 3 inputs within the fair value hierarchy. Over the next 12 months, the Company expects to reclassify less than \$0.1 million of deferred loss from accumulated other comprehensive income (loss) as the related fuel hedge transactions mature. Settlements of hedge agreements are included in operating expenses and resulted in net payments to the counterparty of \$0.2 million, \$2.5 million, \$1.3 million, and \$0.3 million for the one month ended December 31, 2016 (Successor), the eleven months ended November 30, 2016 (Predecessor) and the years ended December 31, 2015 and 2014 (Predecessor), respectively.

6. Property and Equipment, net

Property and equipment is recorded at cost, except for property and equipment acquired through business acquisitions, which is initially recorded at fair value. Depreciation is recognized over the estimated useful lives primarily using the straight-line method. Amortization of assets recorded under capital leases is included with depreciation expense.

In connection with the application of purchase accounting related to the Merger at the Merger Date, property and equipment has been preliminarily recorded to its fair value.

Property and equipment acquired subsequent to the Merger is recorded at cost, except for property and equipment acquired through business acquisitions, which is initially recorded at fair value. Depreciation of property, plant and equipment is provided substantially on a straight line basis over their estimated useful lives, which are as follows:

Buildings	35 to 40 years
Leasehold improvements	Shorter of expected life or life of lease
Vehicles	5 to 7 years
Computer hardware and software	3 to 5 years
Other	3 to 10 years

Maintenance and repairs that do not extend the useful life of the property are charged to expense as incurred. Gains and losses from dispositions of property and equipment are recorded in the period incurred. Property and equipment, net, consisted of the following (in thousands):

	December 31, 2016	December 31, 2015
Land	\$ 2,943	\$ 6,163
Building and building improvements	6,870	11,620
Leasehold improvements	14,650	18,132
Medical equipment and other	91,837	118,077
Vehicles	144,838	240,312
Computer hardware	26,470	41,335
Construction in process	12,966	24,601
Property and equipment	300,574	460,240
Less: Accumulated depreciation	(7,198)	(210,337)
Property and equipment, net	<u>\$ 293,376</u>	<u>\$ 249,903</u>

Depreciation expense was \$8.4 million, \$78.9 million, \$58.5 million and \$52.3 million during the one month ended December 31, 2016 (Successor), the eleven months ended November 30, 2016 (Predecessor) and the years ended December 31, 2015 and 2014 (Predecessor), respectively.

7. Goodwill and Intangible Assets, net

The Company's intangible assets include goodwill and other intangibles, which include the fair value of both the customer relationships and trade names. The Company's indefinite-lived intangibles include goodwill, trade names and licenses. Goodwill represents the excess of purchase price over the fair value of net assets acquired. The Company evaluates indefinite-lived intangible assets, including goodwill, for impairment at least on an annual basis and more frequently if certain indicators are encountered. Indefinite-lived intangibles are to be tested at the reporting unit level with the fair value of the reporting unit being compared to its carrying amount. If the fair value of a reporting unit exceeds its carrying amount, the indefinite-lived intangibles associated with the reporting unit are not considered to be impaired. The Company completed its annual impairment test as of July 1, 2016, and determined that its indefinite-lived intangibles were not impaired. The Company's finite-lived intangibles include its customer relationships and contract values. The Company tests its finite-lived intangibles for impairment whenever events or circumstances indicate that the carrying amount may not be recoverable. The Company's policy is to recognize an impairment charge when the carrying amount is not recoverable and such amount exceeds fair value.

The following table presents changes in the carrying amount of goodwill during the years ended December 31, 2016 and 2015 (in thousands):

	Year Ended December 31, 2016	Year Ended December 31, 2015
Balance at beginning of period	\$ 1,269,971	\$ 859,138
New acquisitions	10,986	336,917
Deferred taxes	—	73,916
Elimination of Predecessor goodwill	(1,280,957)	—
Goodwill established as a result of the Merger, as of the Merger Date	1,330,112	—
Balance at end of period	\$ 1,330,112	\$ 1,269,971

Intangible assets consist primarily of customer relationships, capitalized software, trade names and certain amortizable and non-amortizable non-compete and customer agreements. The table below illustrates the useful lives of each class of intangible assets and the remaining weighted average amortization period. The Company's intangible assets, net, as of December 31, 2016 and 2015 are as follows (in thousands):

	Weighted Average Life (Years)	December 31, 2016		
		Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Definite-lived intangible assets:				
Customer relationships	20	\$ 670,000	\$ (2,792)	\$ 667,208
Capitalized software	4	37,849	(1,084)	36,765
Total definite-lived intangible assets		707,849	(3,876)	703,973
Indefinite-lived intangible assets:				
Licenses	—	16,500	—	16,500
Trade names	—	210,000	—	210,000
Total indefinite-lived intangible assets		226,500	—	226,500
Total		\$ 934,349	\$ (3,876)	\$ 930,473
	Weighted Average Life (Years)	December 31, 2015		
		Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Definite-lived intangible assets:				
Customer relationships	13	\$ 416,290	\$ (89,121)	\$ 327,169
Capitalized software	4	43,912	(20,071)	23,841
Trade names	14	9,270	(538)	8,732
Agreements, contracts and other	5	520	(288)	232
Total definite-lived intangible assets		469,992	(110,018)	359,974
Indefinite-lived intangible assets:				
Licenses	—	17,500	—	17,500
Trade names	—	40,710	—	40,710
Radio frequencies	—	901	—	901
Total indefinite-lived intangible assets		59,111	—	59,111
Total		\$ 529,103	\$ (110,018)	\$ 419,085

The following table shows the expected amortization of long-lived intangible assets for each of the years ending December 31 (in thousands):

2017	\$	44,547
2018		41,868
2019		38,147
2020		36,320
2021		35,009
Thereafter		508,082
	\$	703,973

8. Other Accrued Liabilities

Accrued liabilities were as follows as of December 31, 2016 and December 31, 2015 (in thousands):

	December 31, 2016	December 31, 2015
Insurance reserves	\$ 56,344	\$ 48,568
Deferred revenue	24,668	24,483
Other	61,867	58,049
Total other accrued liabilities	\$ 142,879	\$ 131,100

9. Income Taxes

Deferred income taxes reflect the impact of temporary differences between the reported amounts of assets and liabilities for financial reporting purposes and such amounts as measured by tax laws and regulations. The deferred tax assets and liabilities represent the future tax return consequences of those differences and are measured using enacted tax rates expected to apply in the years in which those assets and liabilities are recovered or settled.

Significant components of the Company's deferred taxes were as follows at December 31, 2016 (Successor) and December 31, 2015 (Predecessor) (in thousands):

	December 31, 2016	December 31, 2015
Deferred tax assets:		
Accounts receivable	\$ 6,314	\$ 1,616
Accrued liabilities	12,348	12,749
Operating loss and credit carryforwards	68,391	88,635
Insurance and other long-term liabilities	48,105	39,307
Valuation allowances	(11,953)	(10,173)
Total deferred tax assets	123,205	132,134
Deferred tax liabilities:		
Intangible assets	319,680	122,172
Property and equipment	62,097	47,093
Attribute reduction	51,819	55,913
Total deferred tax liabilities	433,596	225,178
Net deferred tax liabilities	\$ 310,391	\$ 93,044

A valuation allowance is established when it is "more likely than not" that all, or a portion, of net deferred tax assets will not be realized. Based on review of available evidence, the Company has determined that it is more likely than not that certain deferred tax assets may not be realized. Therefore, a valuation allowance of \$12.0 million and \$10.2 million has been established as of December 31, 2016 (Successor) and December 31, 2015 (Predecessor), respectively. The change of \$1.8 million relates primarily to the ability to utilize additional state net operating losses ("NOLs"). The Company has federal NOL carryforwards of \$150.1

million which expire in the years 2017 to 2034.

Unrecognized tax benefits reflect the difference between positions taken or expected to be taken on income tax returns and the amounts recognized within other long-term liabilities in the financial statements. The Company operates in multiple taxing jurisdictions and in the normal course of business is examined by federal and state tax authorities. The Company does not expect the final resolution of tax examinations to have a material impact on the Company's financial results. In nearly all jurisdictions, the tax years prior to 2012 are no longer subject to examination.

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows (in thousands):

	Successor	Predecessor		
	One Month Ended December 31, 2016	Eleven Months Ended November 30, 2016	Year Ended December 31, 2015	Year Ended December 31, 2014
Balance at beginning of period	\$ 12,557	\$ 12,842	\$ 1,485	\$ —
Additions for acquisitions	—	—	11,671	—
Additions for tax positions of prior years	63	643	559	1,485
Reductions for tax positions due to lapse of statute of limitations	—	(928)	(873)	—
Balance at end of period	\$ 12,620	\$ 12,557	\$ 12,842	\$ 1,485

The Company does not expect a reduction of unrecognized tax benefits within the next twelve months. The Company recognized \$0.1 million, \$0.6 million, \$0.2 million and \$0.3 million within income tax expense in the consolidated statements of operations related to interest and penalties for the one month ended December 31, 2016 (Successor), the eleven months ended November 30, 2016 (Predecessor), the year ended December 31, 2015 (Predecessor) and the year ended December 31, 2014 (Predecessor), respectively. The Company reversed \$0.0 million, \$0.2 million, \$0.2 million and \$0.0 million of the interest and penalties previously recognized for the one month ended December 31, 2016 (Successor), the eleven months ended November 30, 2016 (Predecessor), the year ended December 31, 2015 (Predecessor) and the year ended December 31, 2014 (Predecessor), respectively. The total amounts of interest and penalty obligations recognized within other long-term liabilities in the consolidated balance sheets are \$1.4 million, and \$0.8 million as of December 31, 2016 (Successor) and December 31, 2015 (Predecessor), respectively.

The components of income tax expense were as follows (in thousands):

	Successor	Predecessor		
	One Month Ended December 31, 2016	Eleven Months Ended November 30, 2016	Year Ended December 31, 2015	Year Ended December 31, 2014
Current tax expense (benefit):				
Federal	\$ (257)	\$ 3,864	\$ 31,049	\$ 23,810
State	623	3,707	2,729	1,358
Total	366	7,571	33,778	25,168
Deferred tax expense (benefit):				
Federal	2,256	8,392	8,809	6,763
State	(250)	(300)	2,252	3,534
Total	2,006	8,092	11,061	10,297
Total tax expense (benefit):				
Federal	1,999	12,256	39,858	30,573
State	373	3,407	4,981	4,892
Total	\$ 2,372	\$ 15,663	\$ 44,839	\$ 35,465

For the one month ended December 31, 2016 (Successor), the eleven months ended November 30, 2016 (Predecessor), the year ended December 31, 2015 (Predecessor) and the year ended December 31, 2014 (Predecessor), the Company realized a tax benefit

of approximately \$0.3 million, \$19.1 million, \$9.0 million and \$14.5 million, respectively, as a result of its utilization of federal NOLs.

A reconciliation of the provision for income taxes at the federal statutory rate compared to the effective tax rate is as follows (in thousands):

	Successor	Predecessor		
	One Month Ended December 31, 2016	Eleven Months Ended November 30, 2016	Year Ended December 31, 2015	Year Ended December 31, 2014
Income tax expense at the statutory rate	\$ 2,046	\$ 12,977	\$ 40,523	\$ 29,226
Increase in income taxes resulting from:				
State taxes, net of federal	126	967	2,495	1,458
Change in valuation allowance	2	357	1,317	3,258
Transaction-related items	88	828	1,010	42
Other	110	534	(506)	1,481
Income tax expense	<u>\$ 2,372</u>	<u>\$ 15,663</u>	<u>\$ 44,839</u>	<u>\$ 35,465</u>

10. Insurance

Insurance reserves are established for automobile, workers compensation, general liability and professional liability claims utilizing policies with an off shore captive insurance program through a wholly owned subsidiary of Prior Parent/ Parent. In those instances where the Company has obtained third party insurance coverage, the Company normally retains liability for the first \$1 to \$3 million of the loss. Insurance reserves cover known claims and incidents within the level of Company retention that may result in the assertion of additional claims, as well as claims from unknown incidents that may be asserted arising from activities through December 31, 2016.

The Company establishes reserves for claims based upon an assessment of claims reported and claims incurred but not reported. The reserves are established based on consultation with third party independent actuaries using actuarial principles and assumptions that consider a number of factors, including historical claim payment patterns (including legal costs) and changes in case reserves and the assumed rate of inflation in health care costs and property damage repairs. Claims, other than general liability claims, are discounted at a rate of 1.5% as of December 31, 2015. Beginning at the Merger Date, claims are not discounted to conform with Parent company accounting policy. General liability claims are not discounted. Provisions for insurance expense included in the statements of operations include annual provisions determined in consultation with third party actuaries and premiums paid to third party insurers.

The table below summarizes the non health and welfare insurance reserves included in the accompanying balance sheets (in thousands):

	Accrued Liabilities	Insurance Reserves	Total Liabilities
December 31, 2016			
Automobile	\$ 14,204	\$ 17,103	\$ 31,307
Workers' compensation	26,431	54,925	81,356
General/ Professional liability	15,709	15,607	31,316
	<u>56,344</u>	<u>87,635</u>	<u>143,979</u>
December 31, 2015			
Automobile	14,565	24,047	38,612
Workers' compensation	28,025	44,536	72,561
General/ Professional liability	5,978	13,625	19,603
	<u>\$ 48,568</u>	<u>\$ 82,208</u>	<u>\$ 130,776</u>

11. Changes in Accumulated Other Comprehensive Income (Loss) by Component

The following table summarizes the changes in the Company's accumulated other comprehensive income (loss) ("AOCI") by component for the month ended December 31, 2016 (Successor), the eleven months ended November 30, 2016 (Predecessor) and the year ended December 31, 2015 (Predecessor) (in thousands). All amounts are after tax.

	Unrealized gains (losses) on derivative financial instruments	Defined benefit pension plan net gain (loss)	Total
Balance at January 1, 2014	\$ 420	\$ —	\$ 420
Other comprehensive income (loss) before reclassifications	(1,130)	—	(1,130)
Amounts reclassified from accumulated other comprehensive income (loss)	(187)	—	(187)
Net current-period other comprehensive income (loss)	(1,317)	—	(1,317)
Balance at December 31, 2014	\$ (897)	\$ —	\$ (897)
Other comprehensive income (loss) before reclassifications	(1,627)	601	(1,026)
Amounts reclassified from accumulated other comprehensive income (loss)	784	—	784
Net current-period other comprehensive income (loss)	(843)	601	(242)
Balance at December 31, 2015	\$ (1,740)	\$ 601	\$ (1,139)
Other comprehensive income (loss) before reclassifications	5	682	687
Amounts reclassified from accumulated other comprehensive income (loss)	1,499	—	1,499
Net current-period other comprehensive income (loss)	1,504	682	2,186
Predecessor balance prior to Merger on December 1, 2016	\$ (236)	\$ 1,283	\$ 1,047
Elimination of Predecessor equity in connection with the merger	236	(1,283)	(1,047)
Balance at December 1, 2016	—	—	—
Other comprehensive income (loss) before reclassifications	(109)	—	(109)
Amounts reclassified from accumulated other comprehensive income (loss)	111	—	111
Net current-period other comprehensive income (loss)	2	—	2
Balance at December 31, 2016	\$ 2	\$ —	\$ 2

The following table shows the line item on the consolidated statements of operations affected by reclassifications out of AOCI (in thousands):

Details about AOCI components	Amount reclassified from AOCI				Statements of Operations
	Successor	Predecessor			
	One Month Ended December 31, 2016	Eleven Months Ended November 30, 2016	Year Ended December 31, 2015	Year Ended December 31, 2014	
Fuel hedge	\$ (181)	\$ (2,458)	\$ (1,254)	\$ 300	Operating expenses
	(181)	(2,458)	(1,254)	300	Total before tax
	70	959	470	(113)	Tax expense (benefit)
	<u>\$ (111)</u>	<u>\$ (1,499)</u>	<u>\$ (784)</u>	<u>\$ 187</u>	Net of tax

12. Retirement Plans and Employee Benefits

Rural/ Metro Pension Plan

As part of the Company's acquisition of Rural/ Metro on October 28, 2015, the Company acquired a defined benefit pension plan (the "Pension Plan") that covers eligible employees of one of Rural/ Metro's subsidiaries, primarily those covered by collective bargaining arrangements. Eligibility is achieved upon the completion of one year of service. Participants become fully vested in their accrued benefit after the completion of five years of service.

The Pension Plan was amended on April 8, 2016 (the "curtailment date"), whereby the Pension Plan became frozen for all participants as of June 30, 2016. As part of the freezing of the Pension Plan, no new benefits accrue, no hours of service earned after the freeze date will count in determining a participant's credited service, and no earnings earned after the freeze date are counted in determining a participant's average annual earnings. The amendment qualified as a curtailment. The elimination of future years of service and future salaries results in the post-curtailment pension obligation being based on the accumulated benefit obligation rather than the projected benefit obligation. As a result, the Company recognized, effective on the curtailment date, a net curtailment gain of approximately \$1.1 million, consisting of a \$2.2 million gain from the decrease in the projected benefit obligation and a \$1.1 million loss for the elimination of the accumulated net actuarial loss within other comprehensive income (loss) as of the date of the amendment. The net gain of \$1.1 million is included in net periodic pension cost for the eleven months ended November 30, 2016 (Predecessor).

The Company's general funding policy is to make annual contributions to the Pension Plan as required by the Employee Retirement Income Security Act. The Company did not make any contributions during the period from the acquisition date of Rural/ Metro of October 28, 2015, to December 31, 2015 (Predecessor), made a \$0.7 million contribution during the eleven months ended November 30, 2016 (Predecessor) and did not make any contributions during the one month ended December 31, 2016 (Successor).

The following table shows a reconciliation of changes in the Pension Plan's benefit obligation and plan assets for the period from October 28, 2015, to December 31, 2016:

	Successor	Predecessor	
	One Month Ended December 31, 2016	Eleven Months Ended November 30, 2016	October 28, 2015 to December 31, 2015
Change in benefit obligation:			
Benefit obligation at beginning of period	\$ 41,273	\$ 41,571	\$ 41,821
Service cost	—	1,490	556
Interest cost	199	1,739	315
Plan participants' contributions	—	4	1
Benefits paid	—	(177)	(16)
Actuarial gain	—	(1,143)	(1,106)
Curtailment gain	—	(2,211)	—
Benefit obligation at end of period	41,472	41,273	41,571
Change in plan assets:			
Fair value of plan assets at beginning of period	19,282	18,382	18,669
Actual return on plan assets	160	373	(272)
Employer contributions	—	700	—
Benefits paid	—	(177)	(16)
Plan participants' contributions	—	4	1
Fair value of plan assets at end of period	19,442	19,282	18,382
Funded status at end of period	\$ (22,030)	\$ (21,991)	\$ (23,189)

Amounts recognized in the consolidated balance sheets totaling \$22.0 million and \$23.2 million as of December 31, 2016 (Successor) and December 31, 2015 (Predecessor), respectively, were classified as other long-term liabilities.

As of December 31, 2016 (Successor), there were no amounts of accumulated unrecognized net actuarial gains or losses in accumulated other comprehensive income (loss), before income taxes. Amounts in accumulated other comprehensive income (loss), before income taxes, that had not been recognized as net periodic benefit cost as of December 31, 2015 (Predecessor), consisted of \$0.6 million of accumulated net actuarial gains.

The accumulated benefit obligation for the Pension Plan was \$41.3 million and \$38.9 million as of December 31, 2016 (Successor) and December 31, 2015 (Predecessor), respectively.

Amortization of the net actuarial gain or loss resulting from experience different from that assumed and from changes in assumptions is included as a component of net periodic benefit cost for each year. If, at the beginning of the year, that net gain or loss exceeds 10% of the greater of the projected benefit obligation and the market-related value of plan assets, the amortization is that excess divided by the average remaining service period of participating employees expected to receive benefits under the plan.

The components of net periodic benefit cost and other amounts recognized as comprehensive (loss) income during the one month ended December 31, 2016 (Successor), the eleven months ended November 30, 2016 (Predecessor) and the period from October 28, 2015 to December 31, 2015 (Predecessor), are as follows (in thousands):

	Successor	Predecessor	
	One Month Ended December 31, 2016	Eleven Months Ended November 30, 2016	October 28, 2015 to December 31, 2015
Net periodic benefit cost			
Service cost	\$ —	\$ 1,490	\$ 556
Interest cost	199	1,739	315
Expected return on plan assets	(160)	(1,207)	(233)
Curtailement gain	—	(1,146)	—
Net periodic benefit cost	\$ 39	876	\$ 638
Other changes in plan assets and benefit obligations recognized as other comprehensive loss (income)			
Net gain	—	\$ (388)	\$ (601)
Curtailement gain	—	(1,065)	—
Tax expense	—	771	—
Total recognized in other comprehensive loss (income)	—	(682)	\$ (601)
Total recognized as net periodic benefit cost and other comprehensive loss (income)	\$ 39	\$ 194	\$ 37

The assumptions used to determine the Company's benefit obligation as of December 31, 2016 (Successor) and December 31, 2015 (Predecessor) were as follows:

	Successor	Predecessor
	December 31, 2016	December 31, 2015
Discount rate	4.47%	4.80%
Rate of increase in compensation levels	N/A	2.00%

As a result of the freeze of the Pension Plan as of June 30, 2016, the rate of increase in compensation levels is not applicable as of December 31, 2016 (Successor).

Current mortality tables and the mortality improvement scale issued by the Society of Actuaries were utilized in determining the Company's benefit obligation as of December 31, 2016.

The assumptions used to determine the Company's net periodic benefit cost for the one month ended December 31, 2016 (Successor), the eleven months ended November 30, 2016 (Predecessor) and the period from October 28, 2015, to December 31, 2015 (Predecessor), were as follows:

	Successor	Predecessor	
	One Month Ended December 31, 2016	Eleven Months November 30, 2016	October 28, 2015 Through December 31, 2015
Discount rate	4.47%	4.53%	4.69%
Rate of increase in compensation levels	N/A	2.00%	2.00%
Expected long-term rate of return on assets	7.00%	7.00%	7.50%

As a result of the freeze of the Pension Plan as of June 30, 2016, the rate of increase in compensation levels is not applicable to periods after that date.

In developing the expected long-term rate of return assumption, the Company evaluated the outputs of financial models designed to simulate results under multiple investment scenarios and to estimate long-term investment returns based on the Pension Plan's asset allocation. Expected return on plan assets is determined using the fair value of plan assets.

The Company's Pension Plan target and actual asset allocation as of December 31, 2016 (Successor) and December 31, 2015 (Predecessor) by asset category are shown below:

	Target Allocation	Actual Allocation December 31, 2016 (Successor)	Actual Allocation December 31, 2015 (Predecessor)
Asset allocation:			
Equity securities	60% – 70%	57.5%	57.8%
Debt securities	25% – 40%	34.3%	33.9%
Real estate	5% – 15%	8.2%	8.3%
Total	100%	100%	100%

The Company invests in a diversified portfolio to ensure that adverse or unexpected results from a security class will not have a detrimental impact on the entire portfolio. The portfolio is diversified by asset type, performance and risk characteristics, and number of investments. Asset classes and ranges considered appropriate for investment of the Pension Plan's assets are determined by the Pension Plan's investment committee. The asset classes include domestic and foreign equities, emerging market equities, domestic and foreign investment grade and high-yield bonds and domestic real estate.

The Company has adopted the fair value provisions (as described in Note 5) for the plan assets. The Company categorizes plan assets within a three-level fair value hierarchy.

The fair values of the Pension Plan assets as of December 31, 2016 (Successor) and December 31, 2015 (Predecessor), by asset class were as follows (in thousands):

Description	December 31, 2016			
	Level 1	Level 2	Level 3	Total
Assets:				
Equity securities	\$ 10,889	\$ 297	—	\$ 11,186
Debt securities	1,673	4,995	—	6,668
Real estate	417	—	1,171	1,588
Total plan assets	\$ 12,979	\$ 5,292	\$ 1,171	\$ 19,442

Description	December 31, 2015			
	(Level 1)	(Level 2)	(Level 3)	Total
Assets:				
Equity securities	\$ 10,350	\$ 277	—	\$ 10,627
Debt securities	1,560	4,679	—	6,239
Real estate	402	—	1,114	1,516
Total plan assets	\$ 12,312	\$ 4,956	\$ 1,114	\$ 18,382

Pension Plan assets with underlying investments in real estate for which significant unobservable inputs were used to determine appraised value are classified as Level 3. The following table presents the changes in Level 3 Pension Plan assets during the year ended December 31, 2016 (in thousands):

	Fair Value at December 31, 2015	Gain on Plan Assets	Net Purchases/Sales	Net Transfers Into/(Out of) Level 3	Fair Value at December 31, 2016
Real estate	\$ 1,114	\$ 100	\$ (43)	—	\$ 1,171

During the period October 28, 2015 to December 31, 2015, the Level 3 Pension Plan assets decreased approximately \$0.1 million as a result of net purchases and sales during the period.

The Company does not expect to contribute to the Pension Plan during 2017.

Future benefit payments expected to be made from Pension Plan assets are summarized below by year (in thousands):

Expected benefit payments:	
2017	\$ 278
2018	355
2019	451
2020	539
2021	629
2022–2026	\$ 4,748

Other Postemployment Benefits

The Company participates in a 401(k) plan maintained by the Parent, for its employees and employees of certain subsidiaries who meet the eligibility requirements set forth in the Plans. Employees may contribute a maximum of 40% of their compensation each year up to the annual limit established by the Internal Revenue Service (\$18,000 in 2016 and 2015 and \$17,500 in 2014). The 401(k) Plans provide a 50% match on up to 6% of eligible compensation.

The Company's contributions to the Plans were \$1.5 million, \$15.5 million, \$13.5 million and \$12.3 million for the one month ended December 31, 2016 (Successor), the eleven months ended November 30, 2016 (Predecessor) and the years ended December 31, 2015 and 2014 (Predecessor), respectively. Contributions are included in salaries and benefits in the accompanying consolidated statements of operations.

Collective Bargaining Agreements

Approximately 43% of AMR employees are represented by 71 active collective bargaining agreements. There are 33 operational locations representing approximately 4,600 employees currently in the process of negotiations or that will be subject to negotiation in 2017. In addition, 14 collective bargaining agreements, representing approximately 4,600 employees will be subject to negotiations in 2018. While the Company believes it maintains a good working relationship with its employees, the Company has experienced some union work actions. The Company does not expect these actions to have a material adverse effect on its ability to provide service to its patients and communities.

13. Commitments and Contingencies*Lease Commitments*

The Company leases various facilities and equipment under operating lease agreements. Rental expense incurred under these leases was \$4.2 million, \$46.1 million, \$35.2 million and \$32.3 million for the one month ended December 31, 2016 (Successor), the eleven months ended November 30, 2016 (Predecessor) and the years ended December 31, 2015 and 2014 (Predecessor), respectively.

The Company also records certain leasehold improvements and vehicles under capital leases. Assets under capital leases are capitalized using implicit interest rates at the inception of each lease. Capital leases are collateralized by the underlying assets.

Future commitments under non cancelable capital and operating leases for premises, equipment and other recurring commitments are as follows (in thousands):

	Capital Leases	Operating Leases & Other
Year Ended December 31,		
2017	\$ 491	\$ 36,503
2018	325	23,517
2019	238	19,409
2020	238	16,382
2021	238	12,724
Thereafter	320	29,932
Total capital lease obligations	1,850	\$ 138,467
Less current portion	(485)	
Long-term capital lease obligations	<u>\$ 1,365</u>	

Guarantee of Parent Company Debt and Letters of Credit

Parent company senior debt of \$5.9 billion is partially guaranteed by the assets and working capital, respectively, of AMR on a full and unconditional and joint and several basis, with limited exceptions considered customary for such guarantees, including the release of the guarantee upon the sale of AMR's assets.

Parent company secured letters of credit outstanding on behalf of AMR as of December 31, 2016 and December 31, 2015 were \$31.2 million. Customary letter of credit fees comprise the majority of interest expense reported in the Consolidated Statement of Operations for all periods presented.

Other Legal Matters

Four putative class action lawsuits were filed against certain subsidiaries of the Company's medical transportation business in California alleging violations of California wage and hour laws, including failures to pay overtime wages and to provide required meal and rest breaks to employees. On April 16, 2008, L. Bartoni commenced a suit in the Superior Court of California, Alameda County, on July 8, 2008, Vaughn Banta filed suit in the Superior Court of California, Los Angeles County (L.A. Superior Court), on January 22, 2009, Laura Karapetian filed suit in the L.A. Superior Court, and on March 11, 2010, Melanie Aguilar filed suit in L.A. Superior Court. The Aguilar and Karapetian cases were consolidated into a single action. In the Bartoni case, the court denied class certification of the meal break claim, but the appellate court reversed and remanded the ruling on rest breaks for further proceedings. The plaintiffs in Bartoni have asserted representative claims on behalf of similarly

situated employees under the California Private Attorney General Act (PAGA). In each of the Banta and Karapetian/Aguilar cases, while all classes have been decertified, the plaintiffs have also asserted representative claims under PAGA. The Company is unable at this time to estimate the amount of potential damages, if any.

In 2012, the Company's Rural/Metro subsidiary entered into a Corporate Integrity Agreement (“CIA”) with the Office of Inspector General of the Department of Health and Human Services (“OIG”) in connection with a qui tam action alleging that Rural/Metro had falsified Medicare documents and improperly billed for ambulance services. The CIA requires the Company to maintain a compliance program. This program includes, among other elements, the appointment of a compliance officer and committee, training of employees nationwide, safeguards for ambulance billing operations, review by an independent review organization, and reporting of certain events. The term of the CIA is five years and is set to expire in June 2017. AMR was previously subject to a separate CIA with the OIG relating to AMR, pursuant to which the Company agreed to adopt certain compliance related policies and practices. While the Company continues to maintain its corporate compliance program, and is still subject to Rural/Metro’s CIA, the Company was released from AMR’s CIA in January 2017.

The Company is involved in other litigation arising in the ordinary course of business. Management believes the outcome of these legal proceedings will not have a material adverse impact on its financial condition, results of operations or liquidity.

14. Subsequent Events

The Company has evaluated new information and events through June 21, 2017, which is the date these consolidated financial statements were available to be issued, to determine the need to either update these consolidated financial statements or to provide additional disclosures about those events. On June 15, 2017, the Company completed the acquisition of Life Guard International, Inc. (d/b/a Flying ICU), for total purchase consideration of \$11.7 million paid in cash. Flying ICU provides domestic and international fixed wing critical care transport services using its fleet of owned aircraft and is based in Nevada. Except for the information and events disclosed herein, no additional disclosures were deemed necessary by the Company.

4. Current Customers

6.4.4 List of current public sector customers by name and by state. (Texas customers, preferably Counties, are to be listed first) The population of area serviced, should also be included.

Offeror Response: **CONFIRMED**

AMR is the most qualified provider of emergency medical transport services in Texas and the United States. With more than 28,000 national employees and 7,000 vehicles, we care for millions of patients a year in thousands of communities nationwide.

Today, we provide emergency/911 Advanced Life Support (“ALS”) and/or Basic Life Support (“BLS”) ambulance transport services for more than 230 public customers across the United States. Currently, more than 80 of our clients have populations of 100,000 or more. This structure gives us a stable financial backing as well as a vast network of national resources, including a close integration with community hospitals and physicians.

In each system, we forge strong, collaborative partnerships with the local fire service and first response agencies. We understand that the best patient outcomes come from an integrated system that works well together to care for patients, and we tailor our approach to the existing system. From shared medical direction and vehicles to supply restocking, we take every measure available to ensure that our personnel and local responders have the resources and support needed to work as a team.

To remain straightforward and concise in our proposal response, we have grouped our client experience into state and national examples, paying particular attention to those with similar populations, demographics, and system infrastructure to Collin County.

TEXAS CUSTOMERS

We take pride in our Texas roots, serving each community one patient at a time. Our leadership team consists primarily of native Texans, most of whom have adapted and grown with the Texas EMS industry over the last twenty years. Our field personnel, supervisors, fleet mechanics, training officers, and clinical education specialists are Texas residents with a close connection to their communities.

In fact, the President of AMR and the CEO of AMR’s South Region both reside in Texas. Our employees are intimately invested in the lives of their friends, neighbors, and family members and strive to provide compassionate and competent care. This personal investment—paired with around-the-clock access to clinical experts and new technology—is what we believe sets us apart from other providers.

Beginning on the following page, AMR has provided information on current Texas public sector customers with similar populations and scope of work to the County. Each description includes information on the entity name, location, population, scope of services, contact information, the approximate number of annual responses, and more.





Abilene, Texas

AMR began serving the City of Abilene after our purchase of MetroCare ambulance, implementing services during the holidays on 24 December 2015. Today, we provide emergency and non-emergency medical transport service for a population of 120,000 residents and responding to an average of 38 calls each day.

Larry Bell, Fire Chief
City of Abilene Fire Department
250 Grape Street
Abilene, Texas 79601
325/676.6676

In addition to 9-1-1, MetroCare offers Critical Care and bariatric services, and provide BLS and ALS standby coverage for numerous special events. Locally, we employ approximately 65 EMTs and Paramedics.

Amarillo, Texas

Since January 2010, AMR has served the City of Amarillo, all of Potter county, and parts of Randall County, serving a population base of 250,000 while responding to approximately 35,000 calls each year. We operate as “Amarillo Medical Services.” We provide both 9-1-1 and non-emergency ambulance services, operate a fleet of 18 ALS units and one BLS unit, and employ 120 personnel within the system.

Blair Snow, Contract Administrator
City of Amarillo, Texas
509 SE 7th Ave
Amarillo, TX 79101
806/378.9084

Arlington, Texas

Partnerships these days tend to come and go. But in Arlington, Texas, we’ve forged a nearly 15-year cohesive, productive business relationship with the City of Arlington Fire Department that is everything a partnership should be. Our organizations teamed up in 2001 when AMR became the EMS contracted provider for the City of Arlington. Together, the two comprise the *Arlington EMS* system, managing over 40,000 calls annually in an exclusive operating environment.

Don Crowson, Fire Chief
Arlington Fire Department
P.O. Box 90231
Arlington, TX 76004-3231
817/ 275.3271

The process begins when 9-1-1 calls go directly to the City of Arlington “city call take” communications staff members, who then determine the need, assign priority and route calls for dispatch accordingly. We then send our closest ambulance. Both organizations respond jointly to high-priority calls, with AMR typically guiding patient care and fire routinely leading scene control and security. This system is designed for ALS first response via the Arlington Fire Department and MICU-level EMS response and non-emergency transport services by AMR. We also provide a wide range of special event and standby services at AT&T Stadium, Globe Life Park, and other venues. We operate a fleet of 32 ambulance and support vehicles, with a peak demand of 23 EMS units.

In a collaborative program with the Arlington Fire Department, we provide Mobile Integrated Healthcare (“MIH”) services targeted at reducing frequent 9-1-1 utilization and hospital based readmissions. We also provide several local outreach campaigns, such as School-Based Programs, Health Care Career Exploration, Walk for Autism, and CPaRlington.

Collin County, Texas

We have proudly provided 9-1-1 emergency coverage for parts of Collin County, Texas since 2003. Comprised of the participating fire district areas of Anna, Blue Ridge, Branch, Farmersville, Josephine, Lowry Crossing, Melissa, Nevada, Princeton, Weston, Westminster, and the unincorporated area of Royse City (a part of the Town of Fairview Fire District), this contract represents a combined population of over 41,000 residents. We manage four ambulance units with a staff of nearly 40 employees. We operate this service as “Collin County EMS.”

Jason Browning, County Fire
Marshal
Collin County Fire Department
4690 Community Avenue
McKinney, TX 75071
972/548.5578



Ellis County, Texas

Since January 3, 2016, AMR has provided emergency and non-emergency medical transport service for Ellis County, Texas. We currently operate seven 24-hour units and one 12-hour units for emergency response, and three 24-hour units for non-emergency response. We serve the cities of Red Oak, Ennis, Waxahachie, and the surrounding area.

Stephanie Parker, Emergency Management
Coordinator
Ellis County Office of Emergency Management
109 S. Jackson, Suite 145
Waxahachie, TX 75165
972/825.5199

We cover an approximate population of 155,000 and respond to an average of 34 calls each day. We currently have stations in Red Oak, Ennis, Waxahachie, Palmer and Italy, several of which are jointly housed with Fire personnel. We operate this service as “Ellis County EMS”.

Frio County, Texas

AMR has provided primary emergency ALS services for Frio County, Texas since October 2013. This contract serves more than 18,000 residents and responds to 190 calls each month. This operation employs more than 10 caregivers, who staff two ambulances. We provide support to surrounding operations in south Texas, and take an active role in the community.

Honorable Arnulfo C. Luna, County Judge
County of Frio, Texas
500 E San Antonio Street, Box #7
Pearsall, Texas 78061
830/334.2154

Hunt County, Texas

Since July 2000, our Hunt County operation has provided both 9-1-1 EMS and non-emergency ambulance services to a population base of over 85,000 citizens. Our service area includes the cities of Greenville, Commerce, Quinlan, Caddo Mills, and other small communities.

We employ approximately 49 Paramedics and EMTs and handle more than 10,000 calls annually. A total of 14 first responder units perform emergency services for citizens. We are active in the community and offer disaster training and CPR programs for local residents, and ECA and EMT classes for fire partners. We operate as “Hunt County EMS.”

Andrew Threndyle, EMS Coordinator
Hunt Regional Healthcare
4215 Joe Ramsey Blvd
Greenville, TX 75403.
903/450.7819

Johnson County, Texas

AMR recently began providing emergency ambulance services for Johnson County, Texas in October 2017. This contract serves approximately 160,000 citizens in 15 communities. We employ 40 personnel who staff 8 ambulances.

Commissioner Larry Woolley
Johnson County Precinct 4
4300 East FM 4
Cleburne, TX 76031
817/588.9400

Milam County, Texas

AMR has provided both 9-1-1 and non-emergency ambulance services to Milam County since December 2004. This operation staffs three 24-hour MICU response ambulances, covering an approximate population of 25,000 citizens and responding to an average of 250 calls for service each month. AMR works closely with various local fire departments and public service agencies to ensure unified command in times of need. On January 1st, 2014, AMR renewed this contract for an additional 10 years.

Honorable Dave
Barkemeyer, County Judge
County of Milam, Texas
102 S Fannin Avenue
Cameron, TX 76520
245/697.7000

Temple, Texas

Temple EMS started with an early transition on 15 September 2017 due to the current provider being unable to maintain 911 coverage (the contract officially started 01 October 2017). Since then, AMR has reliably served the City of Temple, Texas and unincorporated Bell County, serving more than 100,000 citizens while responding to approximately 900 call each month. We operate as “Temple EMS.” We provide both 911 emergency ambulance services, operating a fleet of 13 ambulances and employing more than 70 personnel within the system.

Mitch Randles, Fire Chief
Temple Fire Department
210 N 3rd Street
Temple, TX 76501
254/654.8632

Wichita County, Texas

AMR has provided both 911 EMS and non-emergency services for Wichita Falls, Texas since 1984 and has been the exclusive 911 provider since 2007. The operation serves Wichita Falls, Burkburnett, Iowa Park, Scotland, Windthorst, Lakeside City, Wichita County and Archer County (population 104,000+).

Jon Reese, Wichita Falls Fire Chief
Wichita Falls Fire Department
1000 Bluff
Wichita Falls, TX 76301
940/761.7901

The service employs approximately 42 paramedics/EMTs and handles on average 13,000 calls annually, the majority of them emergent. In 2016, we responded to 10,308 calls. In 2016, we responded to 10,130 calls. AMR of Wichita Falls received the Texas Provider of the Year Award in 2003. We work closely and have an excellent relationship with the Wichita Falls Fire Department.



NATIONAL EXPERIENCE

Our experience in public sector EMS also reaches far beyond Texas. AMR operates hundreds of integrated EMS systems across the country: from east coast to west coast, including Hawaii.

Many of these communities serve hundreds of thousands of citizens, and we remain consistently compliant with all contractual requirements and response-time criteria. Our employees stay connected to their communities because we hire local caregivers and give preference to the incumbent workforce.



Below, we've provided a sampling of several large systems that may be of interest to the County, each with populations greater than 100,000 citizens. A full list of all 230+ AMR 9-1-1 customers is available, if required for your review.

Location	State	Population
Riverside County	CA	2,239,620
San Bernardino County	CA	2,065,377
Clark County	NV	1,969,975
Santa Clara County	CA	1,862,000
Broward County	FL	1,780,172
City of Phoenix	AZ	1,513,000
Contra Costa County ALS	CA	1,066,906
Fulton County	GA	984,293
Collin County	TX	854,778
Ventura County	CA	831,777
DeKalb County	GA	760,000
Multnomah County 911	OR	759,256
County of Oklahoma	OK	741,781
San Joaquin County ALS	CA	696,214
DC Fire and EMS	DC	658,893
Tulsa County	OK	591,982
Seattle Fire Department	WA	582,454
Las Vegas Fire & Rescue	NV	552,539
Golder Ranch Fire	AZ	526,116
City of Tucson	AZ	526,116
Stanislaus County ALS	CA	518,522
Sonoma County ALS	CA	488,116
Spokane County	WA	475,735
Sacramento Metropolitan Fire Protection District	CA	475,416
City of Mesa	AZ	457,587
Tulare County	CA	449,253
Knox County	TN	444,622
City of Colorado Springs	CO	439,886
Clark County ALS	WA	432,002
Santa Barbara County ALS	CA	426,878
Monterey County ALS	CA	421,898
Miami Dade Fire Rescue	FL	413,892
Pinal County	AZ	389,350

Location	State	Population
Clackamas County	OR	383,857
City of Arlington	TX	380,000
City/County Honolulu (ALS Backup)	HI	374,678
Placer County EMS	CA	357,138
Boulder County	CO	299,378
Santa Cruz County	CA	264,298
City of Buffalo	NY	258,959
City of Orlando	FL	255,483
City of Chandler	AZ	249,146
Hinds County	MS	248,643
City of Glendale	AZ	234,632
City of Gilbert	AZ	229,972
City of Hialeah Fire Department	FL	224,669
City of North Las Vegas	NV	219,020
City of Rochester	NY	210,358
City of Tacoma	WA	203,446
Yolo County EMS	CA	202,054
Yuma County	AZ	201,201
Dona Ana County	NM	200,000
City of Amarillo	TX	193,675
Harrison County	MS	191,040
Hawaii County (ALS Backup)	HI	189,191
Vanderburgh County	IN	179,703
Shawnee County	KS	178,941
City of Tempe	AZ	168,228
City of Peoria	AZ	162,592
Ellis County	TX	155,976
Ouachita Parish	LA	154,919
City of Springfield	MA	153,552
City of Syracuse	NY	144,669
Maui County	HI	144,444
Rankin County	MS	143,702
City of Bridgeport	CT	139,664
Napa County	CA	133,800
Wichita County	TX	127,616
Blount County	TN	125,099
City of Evansville	IN	117,825
City of Independence	MO	113,000
City of Manchester	NH	109,310
Sumter County	FL	107,056
Pueblo (City & County)	CO	103,621
Boulder Rural Fire	CO	103,166



5. Capabilities

6.4.5 Any material (including letters of support or endorsement from clients) indicative of the Offeror's capabilities.

Offeror Response: **CONFIRMED**

Please see the following pages for letters of support and endorsement from our statewide EMS partners.

Hunt Memorial Hospital District

4215 Joe Ramsey Boulevard
Post Office Drawer 1059
Greenville, Texas 75403-1059
(903) 408-5000

March 7, 2018

Collin County
EMS Authority

To whom it may concern,

Please find this as a reference on behalf of American Medical Response (AMR) regarding their performance and professional relationship with Hunt Memorial Hospital District (HMHD) in Greenville TX, and the surrounding area of Hunt County.

AMR has a long standing relationship with HMHD and has provided exclusive pre-hospital emergency medical services and transport for Hunt County during the last 20 years. The local operation has met or exceeded performance criteria consistently during this time. AMR has fostered an exemplary working relationship with area first responders and is highly involved in events that benefit Hunt County citizens through education, injury prevention, as well as working with local charities and their projects. In addition AMR is available as a clinical training sight for EMT and Paramedic students. As we look ahead HMHD is confident AMR will embrace the opportunity to evaluate and grow with the evolving needs of our system.

I hope this information is helpful as you evaluate your options in continuing Collin County's relationship with AMR. Should you have any questions or require further comment please feel free to contact me using the information found in the letterhead, athrendyle@huntregional.org, or 903-450-7819.

Respectfully,

Andrew Threndyle
HMHD EMS Coordinator



Cash Fire Department

Serving Since 1985

To Those Considering,

I have worked as a firefighter in Hunt County Texas for 15 years. During this time, I have had the pleasure of serving with American Medical Response as our primary EMS provider in the County. I have found AMR to be caring, courteous and professional in all its' dealings. They work to understand our needs and concerns and to make sure that together as a team we are providing the best possible service for the citizens of our County. They have served us well in Hunt County and have seen the same in their surrounding operations and we look forward to that long into the future.

Respectfully,



Ryan Biggers
Fire Chief
President, Hunt County Firefighter's Association
March 8, 2018

Cash Fire Department Assoc., Inc. | 4745 Hwy 34 S, Greenville, TX, 75402 | phone 903.883.3531 | fax 903.883.3400



March 7, 2018

To whom it may concern,

I have been assigned as the Crime Prevention Officer for the City of Greenville for the past 12 years. In this time period I have had an on-going professional relationship with American Medical Response-Hunt County. The Greenville Police Department and AMR have worked together on numerous community projects to benefit the welfare and safety of the citizens of Greenville and Hunt County.

Below are a few of the more notable projects:

- Teaching hands only CPR to all the secondary education children in Greenville schools.
- Teaching hands only CPR to Organizations and Groups in Greenville
- Co-chairing Shattered Dreams anti-drinking and driving program
- Hosting Bicycle Rodeos teaching bike safety to kids to reduce injuries
- Teaching First Aid at Greenville Police Department's Kids Camp
- Teaching Self-aid/Buddy-aid to all the Greenville Police Officers
- A Monthly car seat safety check program
- Numerous show and tells to ease children's fear of emergency medicine
- Numerous community fairs teaching hands only CPR and given out safety booklets
- A program to map the location of every public automatic defibrillator in the county
- Hero's Card program to ease children's fear of emergency medicine along with reduce fear of police officers and firefighters
- Medical stand-bys at community events
- Assisting in disaster preparedness planning and drills
- Providing continuing education to first responders
- Fill the Box food drive

I have never been told "no" by AMR. Each time I approach them for help doing a program or an event they are on board. Of course they have come up with lots of programs and events that also have benefited the citizens of Greenville. As far as a Community Partner goes the citizens of Greenville could not have a better one. The AMR employees are giving, professional, and skilled. I hope I never I am in need of their medical services, however if I am I know I am in good hands.

Sincerely,



Chris McCaslin
Greenville Police Department, Crime Prevention
903-457-2998

Greenville Police Department
3000 Lee Street
P.O. Box 1049
Greenville, TX 75403-1049

903-457-2900
903-453-0421 fax
903-450-1493 metro

6. Terminated Contracts

6.4.6 List of any terminated contracts. Disclose the jurisdiction and explain the termination.

Offeror Response: **CONFIRMED**

Not applicable; AMR has had no contract terminations.

7. Litigation

6.4.7 List of all lawsuits resulting in award (in or outside of court) to a client and provide basis and finding of any settlement.

Offeror Response: **CONFIRMED**

Please see below for a list of our Collin County litigation:

Legal Entity	Claim No.	Event No.	Claim Status	Date of Loss	Date Claim Opened	Line Type	Coverage Description	Acct. No.	State of Loss
AMR Ambulance Service, Inc.	301006450 43-0001	B05300 6914	Closed	2010-03-06	2010-06-07	GL	Bodily Injury	2215 0	TX

8. Accreditation

6.4.8 Is your firm nationally accredited? If yes, please state accreditations

Offeror Response: **CONFIRMED**

AMR has more than 30 operations accredited by the Commission on Accreditation of Ambulance Services (“CAAS”). This represents approximately 23% of the total CAAS accredited centers nationally – a feat unmatched by any other national provider.

Accreditation by CAAS is generally considered to be the gold standard for ambulance transportation services. We have long identified this process—which includes review of all operational areas including management, strategic planning, employee standards and quality—as being a key step in building the reputation of the industry and in giving our customers and patients peace of mind in the quality of their provider.

Although not yet accredited in North Texas, we offer Collin County the assurance that we meet the highest national standards for the medical transportation industry and often exceed those of local and state EMS regulatory bodies. We also have external assurance that we deliver first-rate patient care using properly trained and credentialed personnel who have access to meticulously stocked and maintained ambulances and equipment. The full CAAS list can be accessed online at: <http://www.caas.org/accredited-agencies/alphabetical/>.

4.0 IMPLEMENTATION PLAN / STAFFING

6.5 IMPLEMENTATION PLAN/ STAFFING (PROPOSAL SECTION 4.0) The Offeror shall provide a detailed plan for implementing the proposed contract. This information SHALL include:

1. Methodology

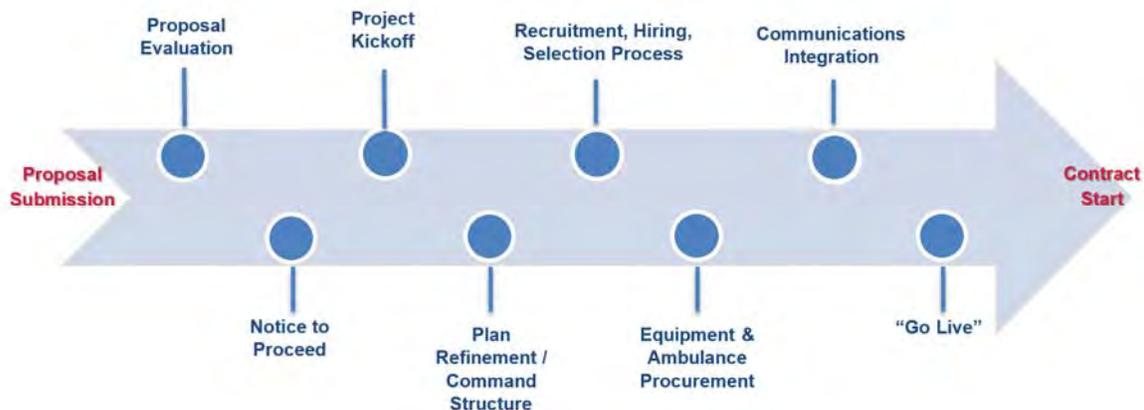
6.5.1 Detailed methodology and plan for implementing the contract. The implementation plan shall include the following elements: the estimated implementation timeframe; an overview of project phases and major milestones a matrix of proposed roles/responsibilities for County staff and the Offeror and all project assumptions. The description of the implementation plan shall include the specific components which are included in each phase of the implementation based on the scope of work for the project.

Offeror Response: **CONFIRMED**

As the County’s current ambulance services provider, AMR guarantees a seamless, immediate contract transition with no interruption in service. We have already established and will continue to foster operational relationships with first responders and our County partners, always with the end goal of improving our care to this community.

SUMMARY TIMELINE

Our implementation plan for Collin County is summarized in the graphic below and described in greater detail in the following pages.



TASKS BREAKDOWN

AMR is committed to operational and financial transparency as well as collaboration during contract transition, assuring stakeholders and the public that we will be ready to provide outstanding service immediately upon contract award.

Notice To Proceed

Upon receiving notice to proceed, AMR work with County personnel to expedite contract negotiations. We will have all legal documentation readily available, including certificates of insurance and the required performance security. Throughout this process, we will continue to develop our existing, highly effective County command structure.

Project Start-Up Meeting

AMR's implementation team will meet with appropriate Collin County officials and other applicable personnel as needed to discuss our transition plan. Our position as the current provider will greatly facilitate this step. Together, we will review the plan with local officials, verify deliverables, and identify any obstacles to successful implementation. We will confirm our mutual understanding of the purpose and objective of each deliverable. The start-up meeting will serve to build on the existing professional relationships between AMR and the County, as well as establish plans for future meetings, status reports, and issue resolution.

Refining the Implementation Plan

Upon receiving notice to proceed, AMR will do the following:

- ❑ Incorporate guidance and feedback from County designees into the plan.
- ❑ Provide the EMS Medical Director and first responder agencies with the opportunity to review the plan and provide input.
- ❑ Assign specific AMR resources to each task.

Establish an Operational Command Structure

An effective command structure is critical to the success of an AMR operation and its ability to efficiently coordinate activities with our hospital partners. The ability for AMR and County fire departments to coordinate effectively to provide quality service depends heavily on the ability of our organizations to communicate effectively at all leadership levels. We have had great success establishing role titles within AMR's organization relating to the role titles of our County and EMS partners, and will continue to follow the lead of our local organizations.

Upon notice of award, AMR's local Operations Manager, Michael Shaw, will lead the program development and contract implementation phase of the current transport system. Mr. Shaw will report directly to AMR Regional Director Theresa Hall, and together their focus will be to assemble the necessary AMR team to continue fostering relationships between AMR and County stakeholders.

A new agreement with the County will also continue to follow our proven in-service education program, currently in operation and led by Michael Arinder, our regional CES Director. Mr. Arinder will continue to provide oversight to our local CES personnel, field supervisors, and FTOs. Together, our team is responsible for developing enhancements to our ongoing training and education program that meets regulations and is responsive to changes in local operational and clinical activities.

Other AMR team members include, but not be limited to, human resources personnel, quality assurance manager, logistics manager, and patient transport coordinators. Additional resources will be augmented through our national support team, which provides transitional management for startup and support.

Execute Staff Recruitment and Orientation

If necessary to supplement our current workforce, AMR will begin the processes for recruitment, screening, hiring, and orientation. As your current provider, we guarantee that no compromise in service will occur during the contract transition period, and County residents experience no interruption in service.

Execute Equipment and Ambulance Procurement

Upon contract award and if necessary to supplement our current fleet, AMR will begin the processes of acquiring any additional ambulances and equipment needed to fully serve your system. Because of our significant purchasing power and local vendor relationships, no delays will occur in acquiring any capital equipment.

Continuous Project Management

Operations Manager Michael Shaw will be the face of AMR throughout the transition and will serve as the company’s representative throughout the process. Additionally, Mr. Shaw will be responsible for the following:

- ❑ Day-to-day project management, including planning and execution
- ❑ Daily review of the transition plan, ensuring that tasks are completed on schedule
- ❑ Allocating additional leadership and equipment resources to augment the transition plan

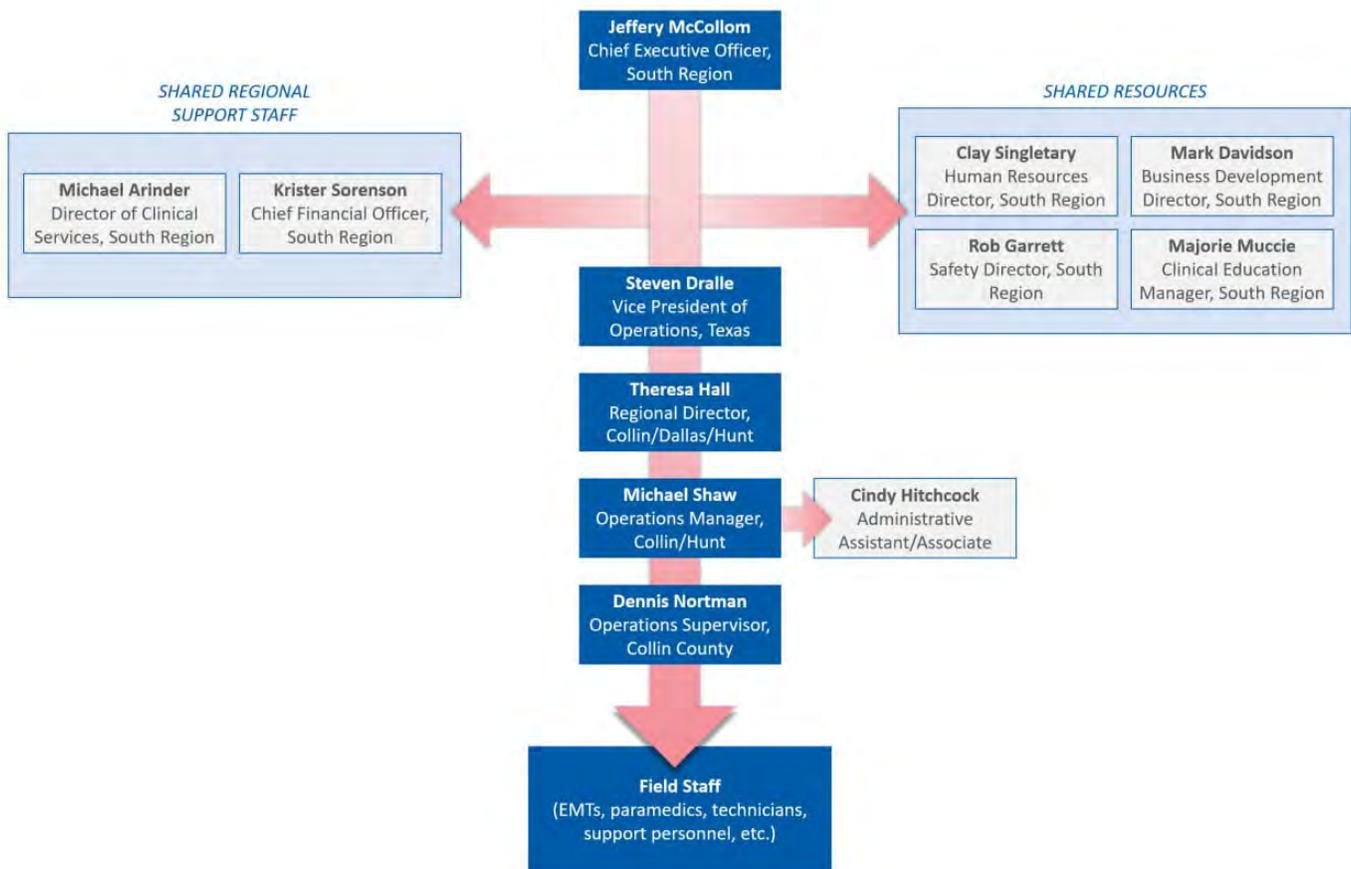
During new contract transition, AMR recommends holding weekly status meetings with County liaison(s), ensuring that your administration is kept fully apprised of the project status.

2. Organization Chart

6.5.2 Organization chart

Offeror Response: **CONFIRMED**

Please see below for AMR’s current Collin County organizational chart:



3. Key Personnel

6.5.3 Resumes and qualifications of the Proposed Operations Manager, Field Supervisors and Company Executives, current clinical and Quality Assurance staff

Offeror Response: **CONFIRMED**

Please see the following pages for resumes and qualifications of the following key personnel:

- ❑ Jeffery McCollom, Regional Chief Executive Officer
- ❑ Steven Dralle, Vice President of Operations
- ❑ Theresa Hall, Regional Director
- ❑ Mike Shaw, Operations Manager
- ❑ Dennis Nortman, Operations Supervisor
- ❑ Michael Arinder, Regional Director of Clinical Services



PROFESSIONAL BIOGRAPHY:

Jeffery McCollom has more than 20 years of service in the EMS industry with a brilliant career history. As Chief Executive Officer of AMR's South Region, Mr. McCollom leads the strategic direction of more than 50 business units in 15 states. A former Texas Certified EMT / Paramedic, he began his career in EMS in 1987 with a company later acquired by American Medical Response. He has served AMR in a variety of roles of increasing responsibility. During his career, Jeff has managed all aspects of EMS operations and delivery of services including fleet maintenance, administration, MIS, accounting, human resources, materials management, safety and risk, and business development in multiple jurisdictions. Mr. McCollom holds a Bachelor's of Science degree in Business Administration from Kennedy Western University and completed the EMS Management Training Institute's Ambulance Service Training Program.

PREVIOUS EXPERIENCE:

Mr. McCollom served as the Vice President of Operations for AMR Texas from 1994—1999.

In 1999, he pursued career opportunities outside of AMR and designed an internal airport logistics process for the Detroit Metropolitan Airport, which opened in 2002.

In 2006, he returned to AMR as the General Manager for Dallas, Houston, and Collin and Hunt Counties. From 2007 to the present, Jeff has served as a General Manager for American Medical Response (AMR). In September of 2008, he transitioned exclusively to the Houston operation, and by late 2009, his leadership expanded to oversight of the Austin, San Antonio, and Milam County operations.

From 2003 to 2007, Jeff served as the Managing Partner of The P&S Group, Inc. This company is a franchisee for Velocity Sports Performance. The company provides athletic training for athletes from youth to professionals. In this capacity, he managed all aspects of the start-up including: due diligence of the franchise; investor acquisition; real estate acquisition; human resource recruitment, hiring and training; operational procedure and business model development / implementation; marketing and sales; P&L responsibility; relationship development; and ongoing operational management. The company experienced 38% growth in cash receivables month over month from the previous year and ranked in the top 10% of franchises. He also provided leadership to the franchise network by serving on the Franchise Advisory Committee.

From 1999 to 2003, Mr. McCollom concurrently served as the Vice President of Operations for Bradford Warehouse, Inc. and Bradford Airport Logistics, Inc. The companies provide third party logistics solutions for fortune 150 companies and the nation's largest airports. In this capacity, manages multi-state logistics operations, oversees operational process development, implements and monitors the operational key performance indicators, assist in the development of IT specifications designed to improve operational efficiency and performance monitoring, establishes the individual and departmental goals, and oversees the selection and training of third party suppliers.

Previously, Mr. McCollom was the Chief Operating Officer with AMR of Texas from 1994 to 1997. He managed a \$13.5 million budget and a staff of seven managers and 225 employees. Jeff directed operations and ambulance services in multiple locations including Houston, Austin, San Antonio, Port Arthur and Beaumont, Harris and Galveston counties. He also spearheaded the consolidation of multiple organizations into a single operating unit, doubling the organization's gross revenues.

From 1990 to 1994, Jeff was Vice President of P&S Ambulance before its acquisition by AMR in 1994. He oversaw a \$4.8 million budget and a staff of five managers and 85 employees. Managed all aspects of ambulance service operations in Houston while holding direct responsibility for departmental field and dispatch operations, fleet maintenance, administration, medical quality improvement, accounts payable and accounts receivable, human resources, MIS, materials management, safety and risk, and business development.

Prior to his promotion to Vice President, Mr. McCollom was Director of Operations with P&S Ambulance from 1987 to 1990, where he managed a \$1.9 million operations budget and oversaw the delivery of ambulance services in Houston. Responsibilities also included fleet maintenance, medical quality, materials management and safety.

Early career history includes working at *The Houston Post* as a Crew Sales Supervisor from 1985 to 1987 and as Call Center Manager from 1979 to 1985.

EDUCATION

Bachelor of Science in Business Administration – Kennedy Western University
EMS Management Training Institute – Ambulance Service Training Program
Former Texas Certified EMT / Paramedic

PROFESSIONAL ASSOCIATIONS, AFFILIATIONS, AWARDS, OTHER

AMR Presidential Award – 2009
National Good to Great Award – Houston Operation – 2009
William A Sanger Spirit Award; American Medical Response 2007
More4 Achievement Award; American Medical Response Dallas 2007, Houston 2009
Outstanding Leadership Award; American Medical Response in 1995
President's Award; P&S Ambulance in 1990
Manager of the Year; *The Houston Post* newspaper in 1983
Salesman of the Year; *The Houston Post* newspaper in 1975



STEVEN DRALLE, MBA, LP

www.linkedin.com/in/SteveDralle
@SteveDralle

210.722.0212
steve.dralle@gmail.com

Results oriented executive with broad experience in highly competitive healthcare management business settings. Execution focused with a proven record of problem solving, strategic planning, business turn around and client acquisition and development. Experienced in clinical leadership, general management, public relations, financial analysis, business modeling, budget development and execution, marketing, sales, and project management.

Strong leader, motivator and coach well versed in leading multi-disciplinary teams in achieving organizational results. Highly skilled strategic and tactical planner with experience with cross-functional team leadership, team development and management. Possesses excellent communication skills and is well versed in preparing and executing written and oral presentations to all levels of internal and external stakeholders and customers.

PROFESSIONAL STRENGTHS

Table with 4 columns: General Management, Contract Negotiations, Business Modeling, Analysis/Problem Solving; Financial Management, Client Relations, Public Speaking, Market Research; Business Turnarounds, Marketing, Execution, Budgeting; Training and Development, Strategic Planning, Sales Forecasting, Healthcare Management; Sales Management, Market Modeling, Cross-Functional Team Leadership, Profit and Loss Management.

PROFESSIONAL EXPERIENCE

INNOVATIVE TRAUMA CARE, San Antonio, Texas 2012-Present

Medical Device Company
Vice President Global Sales and Marketing

Firm is the pioneer of a novel approach to hemorrhage control with its first product, the iTClamp which controls hemorrhage by sealing the wound shut, creating a stable hematoma under pressure.

Initially employed as Vice President of Marketing. Performance initiated rapid promotion to Vice President of North American Sales and Marketing. Currently serve as Vice President of Global Sales and Marketing.

- Developed market models to define new product opportunity and to support initial investment rounds, resulted in successfully completing two rounds of investment to fund commercialization of the product.
Identified and negotiated agreements with distributors to prepare for global launch of new product, this resulted in initial launch of the product in the United States civilian and federal markets, Germany, the United Kingdom and much of Western Europe.
Designed and led the execution of initial product launch marketing plan which resulted in the capture of more than 1,000 leads and supported initial adoption of product in key accounts and facilitated early first use of the product.
Developed and deployed key opinion leader pre-clinical training events to introduce product to targeted leaders and achieve clinical conviction. More than 200 civilian and military key opinion leaders were trained and these

-Continued-

events led to deployment of the product in more than 150 accounts and accelerated US Military review and endorsement of the technology.

- Developed and presented market data, results and forecasts to Board of Directors and investors regularly.

VIDACARE, San Antonio, Texas

2007-2012

Medical Device Company

Global Director of Marketing

Firm is the pioneer of a broad medical technology platform for use in the field of Intraosseous (Inside the Bone) access. Applications include vascular access, emergency and disaster medicine, oncology and spinal surgery.

Initially employed as Product Manager of the EZ-IO product line. Performance initiated rapid promotion to Director of Marketing for this product. Ultimately served as **Director of Marketing for all product systems.**

- Led and managed the development and execution of a \$4 million annual budget for marketing and events supporting annual sales growth rate of 34% in 2011, surpassing \$42 M in revenue.
- Led the division strategy development process annually and coordinated product specific strategy with corporate goals and objectives.
- Created and led the Customer Service Department which achieved significant improvement in customer service level and was instrumental in the transition from distributor based sales to direct sales without loss in revenue.
- Led the deployment of the Customer Relationship Management System (salesforce.com) and developed key performance indicator metrics used to monitor and forecast sales.
- Successfully launched the G3 Power Driver and the 45mm (LD) Needle Sets. Both products exceeded sales projection immediately following their introduction.
- Led the development of a co-axial biopsy system targeted at Interventional Radiology, scheduled for launch in summer of 2012.
- Led the re-launch of the On-Control Bone Marrow Biopsy product line, achieving a 220% growth in revenue over 2010, since 2011 product was on a 200% growth rate, revenue increasing from \$6 M to \$15 M.
- Key facilitator in gaining Medicare c-code reimbursement for the Bone Marrow Biopsy product (On Control), only 8 approvals by CMS in last 10 years.
- Developed and refined market models for vascular access and bone marrow biopsy product lines to support new product development, sales forecasting and acquisition due diligence process.
- Worked with team from Morgan Stanley to develop organization "book" for evaluation by potential acquirers, this process led to the eventual acquisition of Vidacare by Teleflex for \$262.5 M.

AMERICAN MEDICAL RESPONSE, San Antonio, Texas

1999-2007

Emergency Medical Service, Medical Transport Provider

General Manager

The nation's largest private ambulance service with 18,000+ employees.

Initially employed as **Clinical & Education Services Specialist**, managing all aspects of QA/CQI processes. Coordinated the Basic EMT training program and the on-going CE program. Managed the Infection Control and Recruit Field Training programs.

Promoted to **Division Clinical & Education Services Manager** in 2003. Principal participation in training program implementation/upgrade and quality improvement process management

AMR Southwest Region Clinical Leadership Award - 2004

Selected for the position of **General Manager** in 2006

- General manager for five ambulance operations with a combined annual revenue of \$52 million leading multidisciplinary team of 15 direct reports and more than 400 employees.

-Continued-

- Developed operational expense budgets and revenue forecasts, monitored and developed KPI metrics to facilitate monthly financial management, developed and executed strategic and tactical plans and led new business development efforts.
- Responsible for existing client retention and developed relationships at all levels of hospital and governmental customer organizations and state regulatory departments.
- Organized and led disaster responses to three major hurricanes.
- Managed cash flow in collaboration with billing department and facilitated cash collections through hospital and governmental customer relationships.
- Designed and led a turnaround program for failing operation that resulted in a positive EBITDA in less than one year and resulted in the operation being recognized by the Greater Houston EMS Council as Private Provider of the Year in 2007.
- Assisted the Proposal Team in the development of financial and service models for presentation to prospective clients. These directly led to the successful bid for the Las Cruces, New Mexico contract.
- Actively led the strategic initiative to strengthen customer relationships, resulting in significant gains in sales and customer satisfaction.

US ARMY NATIONAL GUARD, HHC 1/141 Mechanized Infantry, 49th Armored, Texas **1991-2003**
US Military National Guard Unit-Honorable Discharge
Combat Medical Specialist

ANDERSON AMBULANCE, San Antonio, Texas **1997-1999**
Emergency Medical Service, Medical Transport Provider
Chief Training Officer

Roberson's EMS, Alice, Texas **1991-1997**
Emergency Medical Service, Medical Transport Provider
Paramedic Supervisor

EDUCATION/ CERTIFICATIONS

Master of Business Administration, The Pennsylvania State University, State College, Pennsylvania,
2009

Bachelor of Arts, History, The University of Texas at San Antonio, San Antonio, Texas, 2004

Licensed Paramedic, State of Texas

PATENTS

Double-Row Ratchet Locking Mechanism with Single-Bypass ('Arming') Functionality- Multiple jurisdictions including USA- 2013

THERESA M. HALL

6000 Hudson Street, Dallas, TX 75206

Theresahall110@yahoo.com - 734-787-8713



Senior level manager with core competencies centered on operational design, implementation and lean management, strategic planning and project management.

Work Experience

Regional Director

American Medical Response, North Texas

- Direct the development of operational goals, objectives, policies and procedures for business development, fleet, safety, strategic planning, human resources, clinical and customer relations within an assigned operating areas
- Participates in the formulation of proposed EBITDA performance expectations within an assigned operating areas
- Evaluate, establish and implement revenue growth through increased market share and profitable contracting
- Develop operating and capital budgets
- Evaluate and execute the re-allocation of resources on an on-going basis to optimize available resources
- Responsible for coordination and monitoring overall system performance to ensure highest standard of service, customer satisfaction and contract compliance
- Responsible for the management and development of assigned operating area Operations Managers

Director of Airport Transportation

Great Lakes Transportation Shuttle, Taylor, MI

Direct the day to day operations for the on-airport parking, terminal-to-terminal and employee shuttle services; transport nearly 4 million passengers annually with a fleet of 52 vehicles.

- Develop and initiate program to service a large metropolitan airport in the transportation of nearly 4 million people annually
- Develop and maintain a budget for that program in excess of 8 million dollars annually
- Oversee the day to day operations of a shuttle service to ensure contractual compliance to client
- Analyze daily transportation data; assess capacity loads, on-time performance, route/headway times
- Develop and implement policies/procedures based on interpretation of logistical data, incident analysis and review
- Prepare monthly service reports and financial statements as they relate to the shuttle service performance
- Direct Supervision of Communications Department
- Oversee staff of 6 supervisors and 140 employees
- Participate in all RFP development for Shuttle Services

THERESA M. HALL

6000 Hudson Street, Dallas, TX 75206

Theresahall110@yahoo.com - 734-787-8713



Senior Management Consultant

Parastar Emergency Systems / Community EMS - Southfield, MI

Fifteen years of employment in transportation management characterized by increasing management scope and responsibility

Senior Management Consultant

- Statistical analysis and interpretation of demographic and financial data gathered to determine the viability of developing transportation models for healthcare systems
- Manage the development and implementation projects of creating transportation systems for large healthcare organizations
- Develop strategic marketing and sales plan to launch nationwide campaign offering Fire and EMS billing service to ambulance and municipal pre-hospital healthcare providers
- Interim Manager Marketing and Sales; division of Community EMS and HealthLink Medical Transportation
- Interim Manager Human Resources; division of Community EMS

Director of Operations

Direct the daily and long term development and function of Michigan's largest not for profit ambulance and Para-transit transportation service

- Assist in the development and maintenance of annual budget
- Monitor various service lines logistical data, develop and implement required operational modifications
- Design, implement, monitor and modify deployment architecture to maximize response efficiencies to satisfy in excess of 75,000 EMS calls and greater than 200,000 requests for Para-transit and Lab/Mail logistics annually
- Oversee the management of day to day operations for an EMS, Para-transit and laboratory/mail logistics service with nearly 200 vehicles and greater than 300 employees
- Work in conjunction with Revenue Cycle Team to maximize profitability and reduce bad debt; to include the implementation of IT and Lean Management solutions
- Participate with local government agencies in sharing expertise as it relates to; medical control for EMS operations, disaster management response both EMS and Material movement logistics
- Network with local municipalities, extended care facilities and healthcare groups to promote Community EMS and Parastar Emergency System Services
- Participate in all RFP development for EMS and Para-transit Services

THERESA M. HALL

6000 Hudson Street, Dallas, TX 75206

Theresahall110@yahoo.com - 734-787-8713



Joint Venture Operations Manager

- Develop and implement strategic plan to increase recruitment and retention of employees
- Administration of employee benefits packages
- Maintenance of OSHA required training and documentation
- Position Control
- Budget Administration
- Purchasing/Receiving
- Accounts Payable
- Develop and implement Marketing Strategies to increase patient care volume

EDUCATION

MBA – Coursework

University of Phoenix - Southfield MI
2017

BS in Business Management

University of Phoenix - Southfield MI

CERTIFICATIONS

Six Sigma Black Belt

Expert Rating Certification

Lean Management Six Sigma

Expert Rating Certification

Ambulance System Management

Management Training Institute, Kansas City, KA

Critical Care Paramedic

University Maryland Boston College

National Registry Paramedic

Life Support Training Institute

Paramedic

Life Support Training Institute



Michael Shaw

Experience

2012 – Present **American Medical Response** **Operation Manager Hunt and Collin County**

- * Manage day to 911 operations
- * Implement QI plan to include clinical audits, protocol review, tracking trends, overall compliance
- * Expand Community outreach programs
- * Implemented C.A.R.E.S. program
- * Expanded education program internal and external continue education classes
- * Developing disaster plan for MCI

2007-2014 **Methodist Medical Center Dallas (part time)** **Assistant Instructor**

Lecture EMT and Paramedic students; instruct students in all skills required to pass the national registry.

2011- 2012 **Lone Star Ambulance** **Paramedic**

- Field Paramedic on MICU

1999-2011 **CareFlite**

Operations Manager

- Expanded areas of operation both inner facility and emergency contracts
- Directly Managed 140 plus employees
- Developed and Managed Field Supervisor Training Program
- Implemented and Managed Fleet maintenance Program
- Implemented and Managed Support Services program
- Assisted with increasing call volume 120%
- Developed hiring and employee retention program

1989-1999 American Medical Response/Med Trans/Central Ambulance

Quality Improvement / Risk Manager

- Developed and implemented QI and Risk Management programs, directed a staff of 10
- Implemented non-subscription to workers compensation, savings greater than \$150,000 annually
- Directed compliance with (OSHA, EPA, TDH)
- Developed new hire orientation program, implemented Field Training Program and successfully trained over 300 new EMT's and Paramedics.
- Assisted in implementing Columbia One Helicopter Service for Dallas County, including hiring of pilots and training and recruitment of medical crew.

Education	2007	ASM management program, KC, Missouri
	2003	IPMBA EMS Cyclist Instructor, West Virginia
	2002	IPMBA EMS Cyclist, Ogden, UT
	1988	Paramedic Program, McKinney, TX
	1986	EMT Program, Dallas, TX
	1983	Graduated High School, Garland TX

Professional Development	Certified Paramedic
	Certified ACLS, CPR, ITLS, PALS, PEPP
	Certified IPMBA EMS Cyclist instructor (currently not active)
	Certified Emergency Driver Operator Trainer, Phoenix, AZ
	Certified in Risk Management, Phoenix, AZ



DENNIS A. NORTMAN JR.

331 E. Fairlane Drive, Pilot Point, Texas 76258 · 214-558-6185

Email · Dennis.nortman@amr.net

I am a husband of 26 years. Father of 3 grown child and recent grandfather. I am very involved in family activities from going to their sporting events to just spending time with them and friends. When not at a family event I am outdoors hunting, fishing or doing my favorite hobby of BBQ competitions. My emergency service work life has been a part of my personal life since I was a young child with both of my parents on the local fire department. My resume reflects that I am dedicated to both for a long time and really do not have plans to change.

EXPERIENCE

NOVEMBER 10 1997 - PRESENT

OPERATIONS SUPERVISOR / PARAMEDIC, AMERICAN MEDICAL RESPONSE

I have worked in the Dallas, Arlington, & Collin Operations as a Paramedic for their Interfaculty and 911 areas.

I have held a position of FTO for Arlington and Associate Supervisor both Dallas and Collin, before becoming the Operation Supervisor for Collin.

MAY 1991 - 2010

VOLUNTEER FIRE FIGHTER / PARAMEDIC, CITY OF PILOT POINT

I worked in multiple roles as this department as it grew from basic fire fighter to Assistant Chief of EMS under several different Fire Chiefs.

EDUCATION

MAY 1991

HIGH SCHOOL DIPLOMA, PILOT POINT, TX

FEBRUARY 1992

EMERGENCY MEDICAL TECHNICIAN, PILOT POINT FD

JANUARY 1997

PARAMEDICINE, GRAYSON COUNTY COMMUNITY COLLEGE

Ranked 5th in class.

FEBRUARY 2009

CRITIC CARE PARAMEDIC, NCTI

NIMS- 100, 200, 300, 400. 700, 800

AMR AWARDS

- “Paramedic of the year” in Dallas Operation in 1999
- “Paramedic of the year” in Collin County Operation in 2009

AMR ACTIVITIES

Involved in “Keep the beat” in Collin County
Involved in “AMR Star of Life” Committee



MICHAEL A. ARINDER

3224 Simpson Hwy 149, Braxton, MS 39044 • Michael.Arinder@amr.net • Day Number: 601-368-2302
• Evening Number: 601-572-7853

CLINICAL EDUCATION DIRECTOR

Progressive and solutions-oriented Clinical Education Professional with notable success developing, organizing and implementing education and training programs. Outstanding at directing a broad range of Clinical initiatives while maintaining the overall clinical excellence and ensuring the competency of all clinical services personnel. Successful at improvement of patient care and outcomes via high quality education, oversight and development of clinical standards.

PROFESSIONAL EXPERIENCE

AMERICAN MEDICAL RESPONSE
South Region

AUGUST 2014 - PRESENT
601-368-2302

Director of Clinical Services-South Region

Develops, organizes and implements education and training programs for American Medical Response's South Region Operations. Direct oversight of operations in eleven states. Ensures that the organization's core values, management and supervisory skills/techniques, and clinical standards of care are maintained through the training and retraining of employees. Develops the organization's staff to their full potential through appropriate continuing education. Directing and coordinating clinical education activities by creating a safe and healthy work environment where patient care processes are consistent with national standards.

Key Contributions:

- Instrumental in increasing clinical services levels and creating standard practices to meet business needs. Prepare clinical personnel to project clinical needs and develop appropriate education plans.
- Team Leader for divisional Strategic Plan. Strategic Plan tactics included reduction in unscheduled overtime, improvements in documentation practices, implementation of new care processes.
- Coordinated clinical functions for acquisitions, startups, clinical improvement programs, etc.
- Responsible for development and education on credential maintenance practices, narcotics management, and clinical records retention.
- Mentor Clinical Services personnel, conduct performance and site evaluations if applicable, counsel and provide remediation plans to assigned personnel with a goal of developing a team oriented approach with positive results. Assist in driving site performance management.
- Coordination and presentation of new hire orientation and exit process of all employees. Complete all data entry processes and ensure JDE and Oracle data integrity by performing regular audits and correcting information as necessary.
- Implementing and training clinical services staff on deployment strategies and education plans regarding new devices/clinical practices

...

AMERICAN MEDICAL RESPONSE
600 Melvin Bender
Jackson, MS 39213

AUGUST 2005 – AUGUST 2014
601-368-2302

Clinical Education/Safety Risk Manager-Mississippi-Louisiana

Develops, organizes and implements education and training programs for two EMS operating units. Ensures that the organization's core values, management and supervisory skills/techniques, and clinical standards of care are maintained through the training and retraining of employees. Develops the organization's staff to their full potential through appropriate continuing education. Directing and coordinating safety and risk activities by creating a safe and healthy work environment where accidental losses are prevented or their effects are minimized.

Key Contributions:

- Instrumental in increasing staffing levels to meet business needs. Prepare personnel forecast to project staffing needs and develop appropriate staffing plans.
- Team Leader for divisional Strategic Plan. Strategic Plan tactics included reduction in unscheduled overtime, attendance, unit hour utilization and compensation.
- Coordinated HR functions for acquisition of three counties in central Mississippi, McMinn County Tennessee and Newnan, Alabama.
- Responsible for records of personnel transactions such as hiring, promotions, transfers, performance reviews, and terminations and employee statistics for government reporting for over 900 employees.
- Mentor employees, conduct performance evaluations if applicable, counsel and provide corrective actions to assigned personnel with a goal of developing a team oriented approach with positive results. Assist in driving performance management.
- Coordination and presentation of new hire orientation and exit process of all employees. Complete all data entry processes and ensure JDE and Oracle data integrity by performing regular audits and correcting information as necessary.
- Implementing and training medical staff on the use of new devices and procedures.

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
2500 North State Street
Jackson, MS 39216

MAY 2005 – AUGUST 2005
601-815-2098

Orthopedic Technician

Performed daily clinic operations, applied soft and hard cast, Fiberglass/plaster. Assisted with removal of external fixation devices. Assisted with application of club foot casting. Assisted patients with transport to and from various locations within UMC.

HINDS COMMUNITY COLLEGE
1900 Chadwick Dr
Jackson, MS 29204

January 2008 - Present

Adjunct Emergency Medical Services Faculty

Assist with instruction of paramedic core content. Assist with preceptor evaluation during field ride time. Assist with national registry check offs for EMT and Paramedic Levels. Assist in the development of programs for the integration of classroom and clinical components.

Key Contributions:

- Coordinate offsite skills evaluation stations for new Paramedics and EMTs.

- Coordinate field ride time with Hinds Students
- Maintain communication with EMS director to ensure valued ride time.
- Coordinate and execute multiple First responder courses and updates for all Hinds CC jurisdictions.

EDUCATION AND CREDENTIALS

Critical Care Paramedic

May 2014

Holmes Community College

AAS-Critical Care Paramedic, AAS-Paramedic, Phi Theta Kappa Honors

Emergency Medical Technician – Paramedic – Certification

August 2007

Holmes Community College – Ridgeland, MS

Student of the Year • President’s Scholarship • Phi Theta Kappa Honors Society

Emergency Medical Technician - Certification

May 2005

Hinds Community College – Jackson, MS

TECHNICAL SKILLS

Proficient at Microsoft Office, Advanced Excel, PPT programs, Ninthbrain, Oracle

Professional Training and Certifications

NIMS IS 100, 200, 235, 300, 700 and 800 Certifications, ACLS, PALS, CPR, PEARS, AMLS, EPC, Advanced Stroke Life Support, EMS Safety, EVOC Instructor disciplines, Trauma Combat Casualty Care, Harassment Prevention, Workplace Violence Prevention, Compliance, Hazard Materials, Advanced ECG Interpretation, Affiliate Faculty for –AMLS, PHTLS, TCCC, EPC, and EMS Safety courses in MS and LA.

Licensed Paramedic in Mississippi. Nationally Registered Paramedic, American Heart Association Training Center Faculty, NAEMT MS Education Coordinator

Accomplishments

Phi Theta Kappa Honor Society, Educator of the Year 2012, Educator of the Year 2013, Student of the Year 2007-Holmes Community College, 2015 MS business Journal’s Healthcare Hero of the Year

5.0 CLIENT REFERENCES

6.6 CLIENT REFERENCES (PROPOSAL SECTION 5.0) The County considers references to be important in its decision to award a contract. All references provided will be contacted by the County during the selection process. Offerors shall provide at least five (5) client references that are similar in size and complexity to this procurement (preferably Counties).

Include Date contract started and terminated, name, address, contact name, email, phone number, position of the contact in the organization.

In addition to contact information, each reference shall include the following:

- 6.6.1 Type and level of service
- 6.6.2 Geographic size of area
- 6.6.3 Population serviced
- 6.6.4 Number of emergency/non-emergency calls
- 6.6.5 Start and end date of contract

Offeror Response: **CONFIRMED**

1. Ellis County, Texas

Contact Information:	Stephanie Parker, Emergency Management Coordinator Ellis County Office of Emergency Management 109 S. Jackson, Suite 145 Waxahachie, TX 75165 972/825.5199
Type/Level of Service:	911 EMS and Non-Emergency Ambulance
Geographic Size:	952 mi ²
Population:	155,000
Call Volume:	12,000+
Start/End Date:	2016 to Present

2. Arlington, Texas

Contact Information:	Don Crowson, Fire Chief Arlington Fire Department P.O. Box 90231 Arlington, TX 76004-3231 817/ 275.3271
Type/Level of Service:	911 EMS and Non-Emergency Ambulance
Geographic Size:	96 mi ²
Population:	365,438
Call Volume:	40,000+
Start/End Date:	2001 to Present

3. Hunt County, Texas

<i>Contact Information:</i>	Andrew Threndyle, EMS Coordinator Hunt Regional Healthcare 4215 Joe Ramsey Blvd Greenville, TX 75403. 903/450.7819
<i>Type/Level of Service:</i>	911 EMS and Non-Emergency Ambulance
<i>Geographic Size:</i>	840 mi ²
<i>Population:</i>	85,000
<i>Call Volume:</i>	10,000+
<i>Start/End Date:</i>	2000 to Present

4. Temple, Texas

<i>Contact Information:</i>	Mitch Randles, Fire Chief Temple Fire Department 210 N 3rd Street Temple, TX 76501 254/654.8632
<i>Type/Level of Service:</i>	911 EMS
<i>Geographic Size:</i>	1,088 mi ² (Bell County)
<i>Population:</i>	100,000+
<i>Call Volume:</i>	10,800+
<i>Start/End Date:</i>	2017 to Present

5. Wichita Falls, Texas

<i>Contact Information:</i>	Jon Reese, Wichita Falls Fire Chief Wichita Falls Fire Department 1000 Bluff Wichita Falls, TX 76301 940/761.7901
<i>Type/Level of Service:</i>	911 EMS and Non-Emergency Ambulance
<i>Geographic Size:</i>	606 mi ²
<i>Population:</i>	132,047
<i>Call Volume:</i>	13,000
<i>Start/End Date:</i>	1984 to Present

6.0 COST PROPOSAL

6.7 COST PROPOSAL (PROPOSAL SECTION 6.0) Offeror's cost proposal shall include:

AMR's Cost Proposal (section 6.7) has been uploaded on the County's *ionwave* portal as a separate attachment, as instructed. Please refer to this individually uploaded file for information on our proposed subsidy, rates, and mileage charges.

1. Proposed Subsidy

6.7.1 Cost to the County (subsidy) if any

Offeror Response: **CONFIRMED**

AMR's Cost Proposal (section 6.7) has been uploaded on the County's *ionwave* portal as a separate attachment, as instructed. Please refer to this individually uploaded file for information on our proposed subsidy, rates, and mileage charges.



2. Charges for Service

6.7.2 Charges for services to citizens for MICU Base Transport. Include detailed information for all fees.

Offeror Response: **CONFIRMED**

AMR's Cost Proposal (section 6.7) has been uploaded on the County's *ionwave* portal as a separate attachment, as instructed. Please refer to this individually uploaded file for information on our proposed subsidy, rates, and mileage charges.

3. Mileage Rate

6.7.3 Mileage rate. (Statement for charges that says, "Medicare allowable" will be permitted). Include statement and detail all fees.

Offeror Response: **CONFIRMED**

AMR's Cost Proposal (section 6.7) has been uploaded on the County's *ionwave* portal as a separate attachment, as instructed. Please refer to this individually uploaded file for information on our proposed subsidy, rates, and mileage charges.

Other Considerations

From time to time, we provide services to patients that have no ability or means to pay for the services and are not covered by Medicare or another indigent care program. In response, we have created the Compassionate Care Program, a policy which has shown significant success. This program addresses the growing economic concerns facing our nation by reducing ambulance bills for patients without insurance and who are unable to pay their ambulance bill, which also helps avoid billing complaints. Our tiered rate schedule offers debt reduction and fund forgiveness options for patients who meet the current poverty criteria. These patients can make a request to our company to reduce or forgive bill balances, based on company terms and guidelines.



7.0 EXCEPTIONS TO THE RFP

6.8 EXCEPTIONS TO THE RFP (PROPOSAL SECTION 7.0) Instructions for completing section: The exception table shall be completed for any exception from requirements identified in this RFP. Please complete the following worksheet listing any and all exceptions from the information requested in the Request for Proposal. Attach additional pages as needed. If no exceptions are listed in Section 7.0 it is understood that the offeror has agreed to all RFP requirements, the response will be considered as confirmed even if it is listed elsewhere as an exception.

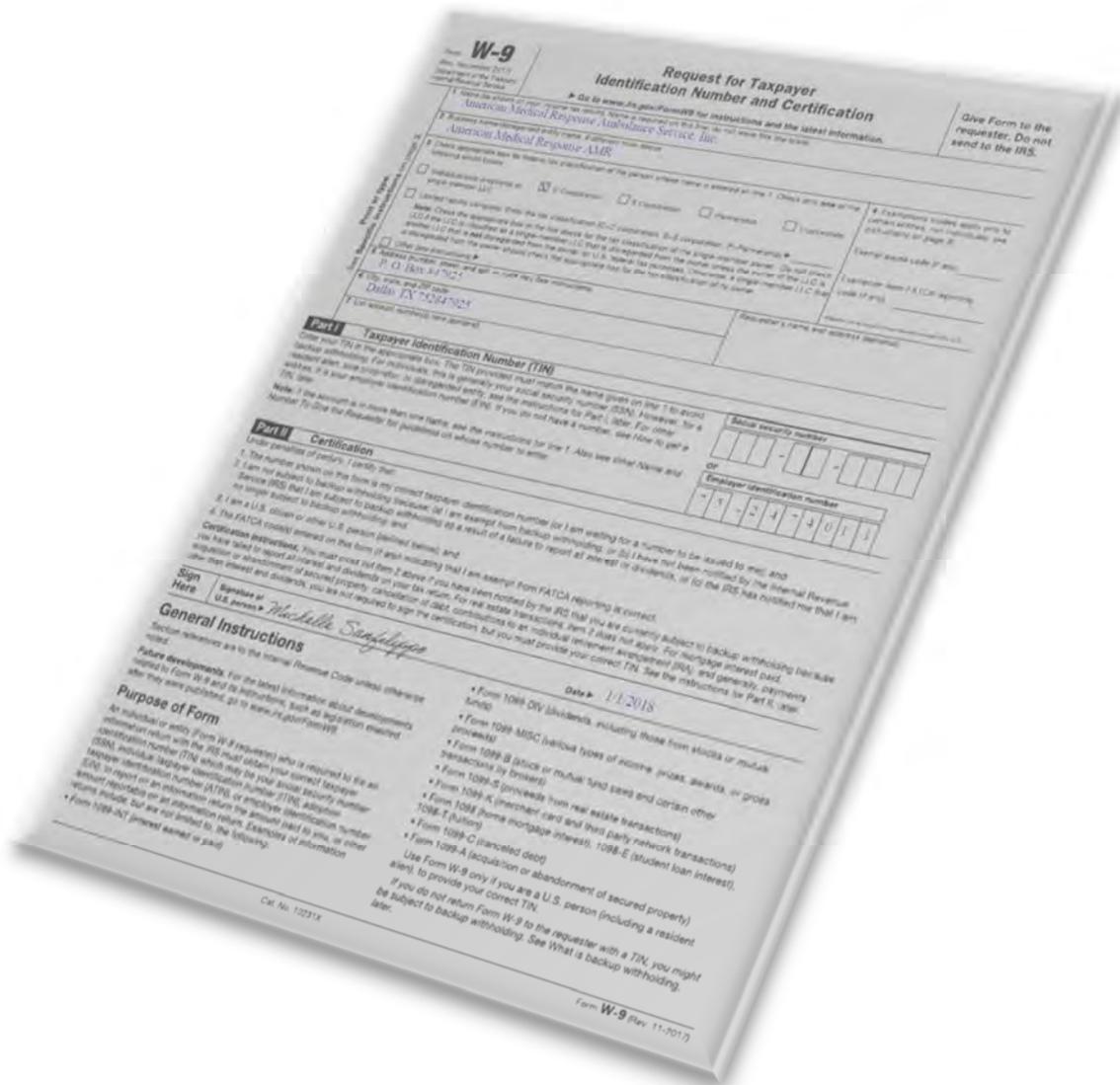
Offeror Response: **CONFIRMED**

Not applicable; AMR takes no exceptions to this RFP.

Section Number / Question Number	Required Service Offeror is Unable to Perform	Steps Taken to Meet Requirements
N/A	N/A	N/A

Form W-9

AMR's Form W-9 has been uploaded on the County's *ionwave* portal as a separate attachment, as instructed. Please refer to this individually uploaded file.



Conflict of Interest Questionnaire

AMR's Conflict of Interest Questionnaire has been uploaded on the *ionwave* portal as a separate attachment, as instructed. Please refer to this individually uploaded file.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 25, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1)-(4) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.
American Medical Response Ambulance Service, Inc.

Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you become aware that the originally filed questionnaire was incomplete or inaccurate.)

2 Name of local government officer about whom the information is being disclosed.
Not applicable; no conflicts exist

Name of Officer

3 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?
 Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?
 Yes No

4 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

5 Signature of vendor doing business with the governmental entity
Jana Gill

Form provided by Texas Ethics Commission
www.ethics.state.tx.us

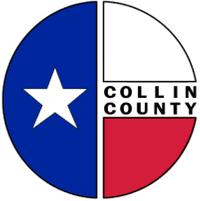
28 February 2018
Date

Revised 11/30/2015

Addendum 1 Acknowledgement

AMR has received and reviewed the County's Addendum 1 notification, released 15 March 2018 at 11:33 AM CDT. This addendum notifies that Attachment No. 3 (Pre Conference Sign In Sheet) and Attachment No. 4 (RFP Court Package Revisions) were added to the bid event. AMR has downloaded and reviewed the addendum and these associated attachments and has provided copies of the document in the following pages.





COLLIN COUNTY

Office of the Purchasing Agent
2300 Bloomdale Road
Suite 3160
McKinney, Texas 75071
www.collincountytx.gov

ADDENDUM No. One (1)

Emergency Medical, Ambulance Service RFP No. 2018-139

Effective: March 15, 2018

You are hereby directed to make changes to the Request for Proposal in accordance with the attached information:

Add Document:

Attachment No. 3 - Pre-conference Sign-in Sheet
Attachment No. 4 – RFP Court Package Revisions

- Legal Notice
- CIQ-Information Regarding CIQ Questionnaire
- Specifications section 4.0 and 5.0

NOTE ADDITION BELOW:

Attachment No. 4 has been issued to document changes made to the RFP package posted on Commissioners' Court on February 5, 2018. All documents uploaded and released on e-bid as of February 6, 2018 at reflect those changes.

Please note all other terms, conditions, specifications drawings, etc. remain unchanged.

Sincerely,
Michalyn Rains CPPO, CPPB
Purchasing Agent



SIGN-IN SHEET

Project:	RFP 2018-139 emergency Medical, Ambulance Service	Meeting Date:	Thursday, February 15, 2018, 10:00am
Facilitator:	Geri Osinaike - Collin County Purchasing	Place/Room:	Commissioners' Court Room 2300 Bloomdale 4 th floor, McKinney, TX. 75071

Name	Company	Phone	E-Mail
Carol Decker	City Weston	972-333-1032	cdecker@weston-texas.com
DOAK ENABRIT	CAREFLITE	806-777-1122	denabrit@CAREFLITE.ORG
HAROLD WATKINS, JR.	CITY OF MELISSA	972 838 1081	hwatkins@cityofmelissa.com.
Chad Reed	City of Melissa FD	214-843-5711	ccreed@cityofmelissa.com
Theresa Hall	AMR	214-414-2147	Theresa.Hall@amr.net
Dennis Nortman	AMR	2145586185	Dennis.Nortman@amr.net
Michael Kinn	Collin County		
Curtis Smith	Acadian	2145856347	curtis.smith@Acadian.com
Ricky Jones	Medic One Medical Response	214-422-6965	R.Jones@medicone-response.com
JASON MOORE	Medic One	214-784-6643	jmoore@medicone-response.com
Courtney Wilkerson	Collin County Purchasing	972-548-4113	cwilkerson@co.collin.tx.us
Michelle Charnoski	CC Pur.	972-548-4142	mcharnoski@co.collin.tx.us

2
1 of 3

LEGAL NOTICE

By order of the Commissioners' Court of Collin County, Texas, sealed proposals will be received by the Purchasing Agent, 2300 Bloomdale, Suite 3160, McKinney, TX 75071, **until 2:00 P.M., Thursday, March 15, 2018**, for Request for Proposal **Emergency Medical, Ambulance Service, RFP No. 2018-139**. A **Pre-Proposal Conference** will be ~~conducted by Collin County~~ held on **Thursday, February 15, 2018 at 10:00 am CST** at 2300 Bloomdale, 4th Floor, McKinney, TX 75071 in the Commissioners' Courtroom. This is to provide an opportunity for all interested companies to ask questions. A performance bond in the amount of \$500,000 is required within ten (10) consecutive calendar days following award. ~~Proposers~~ Offerors shall use unit pricing. Funds for payment have been provided through the Collin County budget approved by the Commissioner's Court for this fiscal year only. ~~Proposers~~ Offerors may obtain detailed specifications and other documents at Office of the Purchasing Agent: Collin County Administration Building, 2300 Bloomdale, Suite 3160, McKinney, TX 75071, 972-548-4165, or by going to: <http://collincountytx.ionwave.net>. Sealed proposals will be opened on **Thursday, March 15, 2018 at 2:00 P.M.** by the Purchasing Agent, 2300 Bloomdale, Suite 3160, McKinney, TX 75071. The Commissioners' Court reserves the right to reject any and all proposals.



ATTENTION: CLASSIFIEDS
BILL TO: ACCOUNT NO 06100315-00
COMMISSIONERS' COURT

NOTICE TO PUBLISHERS: Please publish in your issue on **Thursday, February 8, 2018** and **Thursday, February 15, 2018**. A copy of this notice and the publishers' affidavit must accompany the invoice when presented for payment.

NEWSPAPER: Plano Star Courier
DATE: February 6, 2018
FAX: 972-529-1684

4.0 EVALUATION CRITERIA AND FACTORS

4.1 The award of the contract shall be made to the responsible offeror, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with Vernon’s Texas Code Annotated, Local Government 262.030.

The Evaluation Committee will review all proposals received by the Opening date and time as part of a documented evaluation process. For each decision point in the process, the County will evaluate Offerors according to specific criteria and will elevate a certain number of offeror to compete against each other. The proposals will be evaluated on the following criteria.

The County will use a competitive process based upon “selection levels.” The County recognizes that if a offeror fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining offerors or to elevate a offeror that was not elevated before. The selection levels are described in the following sections.

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Offerors may, at the discretion of the County, be contacted to submit clarifications or additional information within two (2) business days.

LEVEL 1 – CONFORMANCE WITH MANDATORY REQUIREMENTS

4.1.1 Conformance with RFP guidelines and submittal requirements. The following documents shall be submitted as part of the proposal. Failure to provide these documents shall deem vendor as non-responsive.

4.1.1.1 Response to Section 5.22 through 5.38

4.1.1.2 Response to Section 6.0

LEVEL 2 – DETAILED PROPOSAL ASSESSMENT

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Criteria evaluated in Level 2:

Points	Evaluation Criteria
10	Public Sector Experience and References: Company Background and Experience: Offerors who have proven experience at public sector sites similar in scope, size and complexity to the County are preferred. References may be called or sent a questionnaire during this phase of the evaluation and the quality of the clients provided as references will be analyzed. Offerors should provide <u>a list of</u> clients with active contracts. The listing of all public sector clients provided in the RFP will also be used during this evaluation. Sections 5.22.14, 6.2, 6.4, and 6.6

30	<p>Implementation Plan/Staffing: County evaluators will examine implementation methodologies and plans that are well suited for the County. This analysis will include staffing effort, staffing level, implementation schedule, team make-up (project managers, team leads, etc.), and training.</p> <p>Section 5.30, 5.33, and 6.5</p>
20	<p>Scope of Services: County will analyze the offeror responses to scope of services.</p> <p>Section 5.22 – 5.38, 6.2, 6.3, and 6.8</p>

It is anticipated that the Evaluation Committee Collin County will elevate proposals scoring at least 42 points (70%) to Level 3.

LEVEL 3 – COST

Offerors who are elevated to level 3 will have their points combined from level 2 for a maximum 100 points total.

Points	Evaluation Criteria
40	<p>Cost: Section 6.7</p>

LEVEL 4 – DEMONSTRATION, SITE VISITS, AND INTERVIEWS (*OPTIONAL*)

The Evaluation Committee may hear oral presentations (if desired). Offerors are cautioned, however, that oral presentations are at the sole discretion of the committee and the committee is not obligated to request a demonstration or interview. The oral presentation is an opportunity for the Evaluation Committee to ask questions and seek clarification of the proposal submitted. The presentation is not meant as an opportunity for the offeror to simply provide generic background information about the corporation or its experience. Thus, the time will be structured with a minimum time for the offeror to present and the majority of time dedicated to addressing questions from the Evaluation eCommittee. The oral presentations, if held, will be scheduled accordingly and all presenting offerors will be notified of time and date. The County reserves the right to bypass Level 4 in the evaluation process and move directly to Selection Level 5 or 6.

The following criterion is optional and will be used to evaluate those offerors elevated for interviews.

CRITERIA	VALUE
Demonstration/Interview/site visits	<u>3050</u>
Response to clarification questions	<u>2050</u>

Proposals may be re-evaluated based upon Criteria in level 2 and level 3.

LEVEL 5 – DISCOVERY SESSIONS (OPTIONAL)

Offerors elevated to Level 5 will be asked to respond in writing to issues and questions raised by the County, as well as any other cost and implementation/planning considerations in the proposal, and may be invited to present their responses on-site. The County reserves the right to bypass Level 5 in the evaluation process and move directly to Level 6.

The following criterion is optional and will be used to evaluate those offerors elevated for Discovery Sessions. Criteria evaluated during this phase include:

<u>CRITERIA</u>	<u>VALUE</u>
<u>Updated Implementation Strategy/Staffing</u>	<u>35</u>
<u>Updated Cost</u>	<u>35</u>
<u>Scope of Work</u>	<u>30</u>

LEVEL ~~6~~5 –BEST AND FINAL OFFER

Offerors who are susceptible of receiving award may be elevated to Level ~~6~~5 for Best and Final Offer. Offeror will be asked to respond in writing to issues and questions raised by the County as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. References may be called or sent a questionnaire during this phase of the evaluation and the quality of the clients provided as references will be analyzed. Proposals may be re-evaluated based upon Criteria in level 2, 3, 4 and /or 5 ~~and level 3~~.

Based on the result of the Best and Final Offer evaluation, a single offeror will be identified as the finalist for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the County, it reserves the right to contact any of the other offerors that have submitted bids and enter into negotiations with them.

5.0 SPECIAL TERMS AND CONDITIONS

5.1 **AUTHORIZATION:** By order of the Commissioners' Court of Collin County, Texas sealed proposals will be received for Emergency Medical, Ambulance Service.

5.2 **INTENT OF RFP:** The successful Offeror shall be responsible for providing appropriate response to 911 calls for emergency requests throughout the County coverage areas.

In this procurement, the County desires clinical excellence, superb response time performance, cost containment, and a professional and courteous image. Under the contract, the relationship between the County and the Offeror should always be one of cooperation and not conflict. The services shall include, but not be limited to, the management and operation of all ambulances, including Advanced Life Support. The service shall include medical supply purchasing, all fleet maintenance, and public education. The Offeror shall also reimburse local Fire/Rescue departments for medical supplies used.

The Collin County Fire Marshal is designated as the EMS Coordinator, and will be the County liaison between the selected Offeror and the County.

It is the desire of the County to pay no subsidy, but, the Offeror shall provide a proposed cost, if any, for services described in accordance with this RFP.

5.3 **PURPOSE:** Collin County has the statutory and constitutional duty and responsibility to provide 911 Emergency Services to the unincorporated areas of Collin County (Collin County Fire District). In addition, Collin County has created the Northern and Eastern Coalitions and has entered into Interlocal Agreements with the following cities to provide services to the incorporated areas in the following fire districts Anna (ANFD), Blue Ridge (BLFD), Farmersville (FVFD), Josephine (JOFD), Lowry Crossing (LCFD), Melissa (MSFD), Nevada (NVFD), Princeton (PNFD), Westminster (WMFD), and Weston (WEFD). Collin County is also responsible for all of the unincorporated areas in the above fire districts and the Royse City Fire District (RSFD) and Branch Fire District (BRFD). See Attachment No. 2 for a map of the fire districts. Please note the City of Lavon is included in the Nevada Fire District (NVFD), but the City of Lavon is not currently in the Northern or Eastern Coalition.

5.4 **SCOPE OF PROJECT:** Collin County is soliciting competitive proposals to provide 911 Emergency with Mobile Intensive Care Unit (MICU) Ambulance Service for the County. The County is seeking the highest quality, most reliable paramedic ambulance services at the most reasonable price.

5.5 PRE-PROPOSAL CONFERENCE: A pre-proposal conference will be conducted by Collin County on Thursday February 15, 2018 at 10:00 a.m. at 2300 Bloomdale, 4th Floor, McKinney, TX 75071 in the Commissioners' Courtroom. This is to provide an opportunity for all interested vendors to ask questions.

5.6 TERM: A five (5) year term commencing on November 1, 2018 and continuing through and including October 31, 2023

5.6.1 TRANSITIONAL PERIOD: Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Vendor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.

5.7 PERFORMANCE BOND: A performance bond in the amount of \$500,000 will be required of the successful vendor upon award of contract. The bond shall remain in effect for the term of the contract.

5.8 PERMITS, TAXES, and LICENSES: The Offeror is responsible for all necessary permits, licenses, fees and taxes required to carry out the provisions of the RFP. The financial burden for such expenses rests entirely with the company providing the service under the contract.

5.9 FUNDING: Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.

5.10 PRICE REDUCTION: If during the life of the contract, the offeror's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.

5.11 PRICE RE-DETERMINATION: A price re-determination may be considered by Collin County only at the anniversary date (November 1st of each year) of the contract. All requests for price re-determination shall be in written form, shall be submitted on or before April 1st of each year and shall include supporting documentation. Requests for price re-determination shall be based on the percentage increase for the previous twelve (12) month period in the medical component of the Consumer Price Index (CPI) (calculated to the next 1/19th of (1%) of the South region for All Urban Consumers) as published by the United

State Department of Labor. For purposes of this contract, the Medical CPI shall not exceed an annual increase of 3.0%.

5.11.1 In order to receive consideration for a price redetermination, Offeror must be in good standing, meet the minimum requirements of contract and be performing above the 85% of response times as shown in Attachment #1.

5.12 COUNTY ASSERTION OF ESTIMATES: Any information herein is provided as an estimate of volume based on past history. This data is provided for the general information of vendors and is not guaranteed to be relied upon for future volumes.

5.13 SAMPLES/DEMOS: When requested, samples/demos shall be furnished free of expense to Collin County.

5.14 APPROXIMATE VALUE: The estimated value of this contract is \$830,485 annual subsidy. Approximate value does not constitute an order.

5.15 PROPOSAL SCHEDULE:

RFP released:	February 6, 2018
Pre-Proposal Conference:	February 15, 2018, 10:00 a.m.
Deadline for submission of vendor questions:	March 1, 2018, 5:00 p.m.
Proposals due:	March 15, 2018, 2:00 p.m.
Vendors notified of selection for presentation:	April 2018, optional
Anticipated Award:	August 2018
Effective date of contract:	November 1, 2018

Collin County reserves the right to change the schedule of events as it deems necessary.

5.16 OFFEROR COMMUNICATION: Offerors are prohibited from communication directly with any employee of Collin County, except as described herein. Collin County will not be responsible for verbal information given by any Collin County employee or other person. The issuance of an Addendum is the only official method whereby interpretation, clarification or additional information will be communicated and authorized.

5.17 AUDITS AND RECORDS: The Offeror agrees that at any time during normal business hours, and as often as County may deem necessary, Offeror shall make available to representatives of the County for examination all of its records with respect to all matters covered by the resulting contract, and will permit such representatives of the County to

audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by the resulting contract, all for a period of three (3) years from the date of termination or expiration of contract or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.

- 5.18 CONFIDENTIALITY: All completed and submitted proposals become the property of Collin County. Collin County may use the proposal for any purpose it deems appropriate. Prior to Collin County approval, the proposal material is considered as “draft” and is not subject to the Texas “Public Information Act”, Texas Government Code Chapter 552. After approval by Collin County, the proposal material becomes part of the contract between the vendor and Collin County. Upon signing of a contract, proposals and contracts are subject to the State of Texas “Public Information Act”. If any information is to be considered proprietary, the Vendor must place it in a separate envelope and mark it “Proprietary Information”. The State of Texas Attorney General retains the final authority as to the extent of material that is considered proprietary or confidential.
- 5.19 BINDING EFFECT: This resulting agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Texas. Collin County’s RFP, the offeror’s proposal in response to the RFP and any additional negotiated conditions reduced to writing will become part of the final contract between the successful offeror and Collin County. This agreement then constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. By mutual agreement, the parties may, from time to time, promulgate scope of service documents to define the scope of services. Such scope of service documents will be incorporated into the contract agreement. Offeror acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules, regulations, and orders.
- 5.20 COSTS INCURRED IN RESPONDING:
- 5.20.1 County will not pay any costs incurred in proposal preparation, presentation, demonstration or negotiation, nor does it commit to procure or contract for any services. All costs of proposal preparation will be borne by the offeror.
- 5.20.2 It is understood that all proposals, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will become the property of the County when received by the County and may be considered public information under applicable law.

5.20.3 The County assumes no liability for any costs incurred by offerors throughout the entire selection process.

5.21 ADDITIONAL INFORMATION:

5.21.1 The award will be made to the best evaluated offeror that can provide the best service to the County and other entities of the covered response areas.

5.21.2 The County may schedule site visits to the Offeror's facilities in order to assess the capability and ability of the Offeror to fulfill the requirements of this RFP.

5.21.3 If during the evaluation process, the County is unable to determine an Offeror's ability to perform, the County has the option of requesting evidence of the Offeror's ability. The Offeror will be notified and permitted five (5) working days to comply with any such request.

MINIMUM REQUIREMENTS: Successful proposals will include, at minimum, the following.

5.22 GENERAL DUTIES:

5.22.1 Offeror shall maintain compliance with the Texas Administrative Code, Chapter 157 Emergency Medical Care.

5.22.2 Offeror shall provide and pay for all administration, insurance, professional expertise, labor, materials, vehicles, and equipment necessary to respond to all emergency and non-emergency calls referred to the Offeror by the County.

5.22.3 The Offeror will be responsible for supplying vehicles, equipment and supplies, and radios that meet or exceed standards for inter-operable communications with the Collin County Emergency Services / E-911 Division.

All vehicles shall be equipped with a compatible transponder to be tracked by Offeror dispatch. All vehicles and equipment shall be fully operational when placed in service initially and throughout the term of the contract for response to public needs.

5.22.4 Offeror shall furnish all manpower and supervision for the operation of a centralized dispatch center. The Offeror shall provide sufficient certified personnel in the dispatch center at all times to allow prompt answering of all requests for emergency service.

- 5.22.5 The Offeror shall apply for, secure, and renew all licenses, permits, certificates or similar government approvals which are or may be required by applicable law. The Offeror shall provide copies of all licenses to the EMS Coordinator before services start and as described in section 5.26.2.
- 5.22.6 The Offeror shall accept assignment of Medicare benefits as payment and shall not bill Medicare beneficiaries for any additional amount except as permitted by the Medicare Guidelines for the acceptance of assignment.
- 5.22.7 The Offeror shall make emergency services National Fire Protection Association (NFPA), as defined by NFPA standards, available to all persons within the service area defined in the Contract.
- 5.22.8 The Offeror shall provide a standby ambulance and emergency medical personnel for standby upon request of the County EMS Coordinator, County Sheriff, Fire Chief's or Chiefs of Police of any municipality, at no additional charge to the County, when there is reason to believe a life threatening public emergency presently exists or is imminent in the County or in the jurisdictions of the municipalities participating in the contract, which includes standing-by at fire, rescue and hazardous materials response incidents.
- 5.22.9 Subject to the Offeror's reasonable policies and procedures regarding same, the Offeror shall permit observers from the public safety departments of the County. The Offeror's policies and procedures may address, among other things, the requirement of written waiver and indemnity agreements, dress codes, conduct codes and the like.
- 5.22.10 The Offeror shall comply with all the County Emergency Operations Plans, or successor plans adopted and approved by the Collin County whenever the provisions of such plan or plans are in effect. The Offeror will participate in the Collin County Local Emergency Planning Committee.
- 5.22.11 The Offeror further agrees to participate in required community disaster drills as directed by the Collin County and within the Offerors resources and guidelines for such activities.
- 5.22.12 The Offeror may not offer incentives, by way of additional salaries or wages, or compensated leave of absence, to employees based upon the

number of procedures performed or based upon mileage for the provision of ambulance transportation.

5.22.13 The Offeror shall meet response times as outlined in Attachment No.1 Response Time.

5.22.14 The Offeror shall have a minimum of five (5) years' experience providing 911 emergency services.

5.23 TRANSPORT:

5.23.1 The Offeror shall provide emergency medical treatment and transportation from the scene to the closest appropriate health facility, based upon the chief complaint/illness/injury. Offeror will utilize North Central Texas Trauma Regional Advisory Council (NCTTRAC) guidelines for appropriate destination determination. Patients have the right to request transport to a particular facility within the County, however it is the responsibility of the offeror's staff to communicate to the patient if their requested destination is not the closest, most appropriate facility to treat their condition.

5.23.2 In addition the selected Offeror will transport Sheriff's Office and local area Police Department (PD), Fire/Rescue, and personnel who are injured in the line of duty at no additional charge.

5.24 COMMUNICATIONS EQUIPMENT:

5.24.1 The Offeror shall supply and maintain fully operational vehicle and portable radios as required for it to perform hereunder. All radios shall operate on frequencies used by the County and participating cities.

5.24.2 Any vehicle that responds to a call in Collin County shall have a fully operational vehicle and portable radio as described in 5.24.1.

5.25 DISPATCH & COMMUNICATIONS: The dispatch and communications section shall include at a minimum.

5.25.1 Describe how the Offeror will arrange for the appropriate dispatch of all emergency resources, either internally or with an outside contractor, at the expense of the Offeror.

5.25.2 Each Offeror shall supply and maintain fully operational vehicle and portable radios that are compatible and operate on the frequencies used by all Entities covered in this RFP. Acknowledgment regarding adherence to this requirement must be included.

- 5.25.3 Describe how the Offeror will maintain communications with ambulances and field personnel.
- 5.25.4 Describe how maintenance of mobile and portable radios will be accomplished.
- 5.25.5 Describe how the Offeror will ensure redundancy/back-up of dispatch communications in the event of a manmade or natural disaster affecting primary dispatch location/services.

5.26 NOTIFICATION:

- 5.26.1 The EMS Coordinator shall be notified immediately whenever the following occurs: mass casualty incidents; or motor vehicle accident involving an Offeror operated ambulance.
- 5.26.2 The EMS Coordinator shall be notified immediately, within four (4) hours, whenever the following occurs:
 - 5.26.2.1 The employment of any person involved in the delivery of services related to the subject of the contract and the notification shall provide necessary certification numbers;
 - 5.26.2.2 The separation/termination or the employee status change of any of the Offeror's employees involved in the delivery of services related to the contract; and
 - 5.26.2.3 A change in the Offeror's management or supervisory structure.

5.27 AVAILABLE AMBULANCES:

- 5.27.1 When an ambulance is to be taken out of service for preventative or routine maintenance, another ambulance shall be put in place of the ambulance being taken out of service, until such time as the other ambulance is returned to service.

5.28 RESPONSE TIME:

- 5.28.1 As used herein, the term emergency request shall include any response by the Offeror under the contract on an emergency service request received by the Offeror from Collin County Dispatch or a call received directly from the public within the service area.
- 5.28.2 Response to emergency requests shall be determined the moment the Offeror's ambulance is notified of the emergency service request. The

Offeror has a duty to immediately notify Collin County Dispatch of the current location that the Offeror is located when service request is received.

5.28.3 If, in each monthly period, the Offeror fails to respond to emergency requests in accordance with the times stated in Attachment No. 1 Response Time, it shall be assessed deductions set forth in this RFP.

5.28.4 For purposes of determining the Offeror's compliance with the response time standards as set forth in this RFP, and for calculating assessments, every emergency request for ambulance service shall be counted except as follows:

5.28.4.1 Requests during a disaster, locally or in a neighboring jurisdiction that an Offeror's ambulance is dispatched too.

5.28.4.2 An inclement weather condition exists.

5.28.4.3 The response for an emergency request may also be excluded when the EMS Coordinator determines there is other good cause for an exception.

5.29 AMBULANCE SPECIFICATIONS:

5.29.1 The offeror shall management and operation of all ambulances, including Advanced Life Support.

5.29.2 All ambulances used for emergency patient transportation shall be in good working condition, physical appearance, operational and mechanical for the patients and crew members. This shall remain in effect unless otherwise approved in writing by the County and the EMS Coordinator.

5.29.3 Each ambulance used in the emergency transportation of patients shall be equipped with all items required by Texas Administrative Code 157, Emergency Medical Care and NFPA vehicle standards 1901.

5.29.4 Equipment shall be available to allow ambulances to travel in inclement weather conditions, including snow or ice.

5.29.5 Each ambulance shall permanently display its name or other suitable corporate identification or logo on the outside of the vehicle along with the vehicle DSHS license number. The Offeror shall also display Collin County logo in accordance with logo guidelines as approved by Collin County Commissioners' Court.

5.29.6 Any ambulance used by the Offeror for transporting patients shall conform to all standards as promulgated and defined by the EMS Medical Director, and all rules and regulations promulgated and set forth in any state and local ordinance.

5.30 PERSONNEL:

5.30.1 The Offeror should attempt to employ EMT's, Paramedics and clerical staff with local knowledge and experience. All reasonable efforts to employ Paramedics and EMT's with experience, knowledge and history of the Collin County area should be considered first. This is critical for the working relationship with all volunteer fire and rescue departments and county citizens of the familiar faces in the community.

5.30.2 The parties understand that the EMS System requires professional and courteous conduct at all times from Offeror's field personnel, middle management, and top executives. The Offeror shall employ highly trained paramedics, EMT's, and support staff to provide patient care and to operate Offeror's vehicles and equipment.

5.30.3 Each EMT and paramedic shall be physically capable of performing the tasks assigned by the Offeror, shall be clean in dress and person, and shall display their name and certification in an appropriate manner visible to the patient. Any of Offeror's employees who operate under the contract shall conform to the Offeror's dress code which shall conform to DSHS guidelines (on shirt or uniform, polo shirt or uniform shirt).

5.30.4 The parties understand that training and educational requirements change from time to time for EMT's and Paramedics as new protocols and medical treatments are approved by the EMS Medical Director. The cost of such training or education shall be the sole responsibility of the Offeror.

5.30.5 The Offeror shall utilize reasonable work schedules and shift assignments that allow personnel to work no more than thirty-six (36) consecutive hours followed by a minimum of twelve (12) hours off-duty. The Offeror shall provide working conditions that assist in attracting and retaining highly qualified personnel.

5.30.5.1 The Offeror shall utilize management practices that ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are not

exhausted to an extent that might impair judgment or motor skills.

- 5.30.6 The Offeror shall offer to its employees a compensation and benefits package designed to attract and retain highly qualified field personnel and clerical personnel. Salary and benefits should be comparable to the same positions in the industry and surrounding counties. Please provide a representative compensation and benefits package with your proposal.
- 5.30.7 The Offeror shall have in place a third party independent testing program for random drug screening of all personnel providing response under the contract. Further, the Offeror will transport to a facility for testing any employee suspected to be using or under the influence of drugs or alcohol or other intoxicant, or have an agent of a testing facility come to the location of the employee to obtain a necessary sample. Any employee suspected of being under the influence of any drug or intoxicating substance will be relieved of duty until there is clinical proof to the contrary.
- 5.30.8 The Offeror shall have a Standard Operations Manual (SOP) that describes how complaints regarding level of care, response or employee action or inaction are handled. This SOP will be given to the EMS coordinator at beginning of contract.
- 5.30.9 Should complaints arise which are directed at level of care, response or employee action or inaction, such complaints from the EMS Coordinator shall be answered within 48 hours to include actions taken, including disciplinary action and other corrective measures.
- 5.30.10 It shall be of the utmost importance that employees of the Offeror strive to gain proficient knowledge of the streets and highways in the coverage areas in order to choose the quickest, most direct route to the scene of an emergency.
- 5.30.11 The Offeror shall provide a mechanism or approved method for monitoring driver performance for all ambulances providing service under the contract. The County is to be provided with reports on driver performance as requested by the EMS Coordinator.
- 5.30.12 All Contract personnel shall be trained and receive certification as current level NIMS (National Incident Management System) compliant.

5.30.13 Offeror will have staff available and a toll free phone number, capable of discussing and resolving billing questions.

5.31 QUALITY IMPROVEMENT & MITIGATION PROGRAMS:

5.31.1 The Offeror shall develop and have in place a comprehensive quality improvement program for the EMS System and provide a copy of such program and implementation to the EMS Coordinator prior to commencement of the contract. This should also address a weather mitigation plan, to maximize response times, and decrease injuries when threatening weather is approaching.

5.32 FIRST RESPONDERS:

5.32.1 The fire departments within the service area have, on a limited basis, first responder programs in place. The Offeror shall cooperate and coordinate its activities and services with the first responder's services, the primary goal being to enhance patient care through mutual cooperation.

5.32.1.1 The Offeror shall provide an exchange of disposable medical supplies used by the fire departments at no charge.

5.32.2 The first certified registered responding agency on the scene shall have primary responsibility for patient care until such time as care is turned over to the Offeror. The highest ranking fire department officer on the scene shall have scene control as Incident Commander.

5.32.3 The Offeror shall be responsible for providing first responder education. Monthly continuing education (CE) credits shall be offered monthly, at times that are convenient (i.e. evenings/weekends) to the first responders. The CE's should be offered multiple times during a monthly period and at different locations.

5.33 OVERVIEW OF THE COUNTY AND EMS STATISTICS:

5.33.1 The Collin County Service Area is made of approximately 54,584 residents of the Northern and Eastern Coalitions. The Northern Coalition is comprised of fire district areas of Anna, Melissa, Westminster, Weston, and the unincorporated area of Royce City part of the Collin County Fire District. The Eastern Coalition is comprised of the fire

districts of Blue Ridge, Farmersville, Josephine, Lowry Crossing, Nevada, Princeton and the unincorporated area of Branch, part of the Collin County Fire District.

5.33.2 The new contract will be an E-911 emergency service contract with fully staffed and equipped paramedic units for the areas described in this RFP.

5.33.3 Call History: Collin County Reported KPI

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Ambulance Responses	4224	4470	4820	4782	5340	5345
Ambulance Transports	2839	3053	3194	3200	3436	3487
Ambulance Cancels	423	418	454	429	460	
Ambulance Dry Runs	962	999	1172	1153	1444	

5.34 PERFORMANCE BASED CONTRACT

5.34.1 This procurement will result in the award of a Performance-based contract. Deductions will be assessed for failures to achieve minimum standards set forth in the Contract. This procurement requires the highest levels of performance and reliability, and the mere demonstration of effort, even diligent and well intentioned effort, shall not substitute for performance results. Specifically:

5.34.1.1 Ambulance response times shall meet the response requirements set forth in the RFP.

5.34.1.2 The Offeror will be responsible for dispatch of ambulances under this contract.

5.34.1.3 Clinical performance shall be consistent with approved medical standards and guidelines set forth by the State of Texas.

5.34.1.4 The conduct of personnel shall be professional and courteous at all times.

5.34.1.5 There shall be an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system.

5.34.1.6 Clinical and response time performance shall be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to

performance, protocol, procedure, performance auditing, and prompt and definitive corrective action as set out in 5.36.

5.34.1.7 This is not a level-of-effort contract. An Offeror who fails to perform shall be promptly replaced, because human lives, and not merely inconvenience or money, are at stake. In accepting an Offeror's offer, the County neither accepts nor rejects the Offeror's level-of-effort estimates; rather, the County accepts the Offeror's promise to employ whatever level- of-effort is necessary to achieve the clinical, response time, and other performance standards required by the terms of the Contract.

5.35 USE OWN EXPERTISE AND JUDGEMENT:

5.35.1 Offeror is specifically advised to use its own best expertise and professional judgment in deciding upon the methods to be employed to achieve and maintain the high performance required under the contract. By "methods", the County means compensation programs, shift schedules, personnel policies, supervisory structures, fluid vehicle deployment techniques, and other internal matters which, taken together, comprise each Offeror's own strategies and tactics for getting the job done.

5.35.2 The County hopes to promote innovation, efficiency, and superior levels of high performance.

5.36 PERFORMANCE REVIEW:

5.36.1 The County EMS Coordinator shall conduct a monthly evaluation of the performance of the Offeror for the first six (6) months of contract and quarterly thereafter utilizing criteria the County determines to be relevant. In addition, the County may conduct intermittent evaluations at such times specified by the county. This will include but not be limited to issues of mere compliance with the terms of the contract.

5.36.2 The Offeror's performance should exceed the minimum requirements of the contract.

5.37 RESPONSE DAMAGES:

5.37.1 In each monthly period (beginning on the first day of each month), not less than (100%) of the Offeror's response to emergency requests shall be performed as set forth in the RFP.

- 5.37.2 Failure of the Offeror to meet response time requirements may result in a deduction from the operating subsidy or an assessment of fees (collected quarterly) based on the following:
- 5. 37.3 The table below shows deduction/assessment of fees per monthly period (deduction/assessments are cumulative):
 - 5.37.3.1 85-100% MICU responses – No assessment
 - 5.37.3.2 80-84% MICU responses - \$1,000 assessment per call
 - 5.37.3.3 80% or less MICU responses - \$2,000 assessment per call plus Offeror will be put on probation for a period of three (3) months
- 5.37.4 If Offeror does not meet the 85%response time or greater in the monthly period, the Offeror will be placed on probation. The County will notify Offeror when/if they are placed on probation.
- 5.37.5 If Offeror is put on probation, the Offeror will be required to submit a written plan within ten (10) days of being notified of Probation. This plan will detail how the Offeror intends remove itself from probation. In order to be removed from Probation, Offeror will need to achieve 85%or better for the next three (3) months.

5. 38 REPORTING: At a minimum the offeror will provide the following reports.

- 5.38.1 Each month a response time exception report will be submitted to the County EMS coordinator by close of business on the 10th of each following month.
- 5.38.2 Driver performance reports will be provided as requested.
- 5.38.3 Monthly performance statistic reports, to include any clinical performance issues (i.e. IV attempts, IV success rate, etc.)
- 5.38.4 The EMS Coordinator shall be given access to create reports as needed.

6.0 PROPOSAL FORMAT

In accordance with the directions below, offeror shall provide a response for each item in sections 5.22 through 5.38 and 6.2 through 6.8 in order and include item numbers in response. Answer all questions fully, clearly, and concisely, giving complete information. Do not skip items. Do not refer to other parts of your proposal for the answers. You may not modify either the order or

language of the question. Responses shall include a statement of “agree”, “confirmed”, “will provide”, “not applicable”, or “exception taken” along with any additional information. If an item is “not applicable” or “exception taken”, offeror shall state that and refer to Section 7.0 Exceptions, with explanation.

Offeror shall adhere to the instructions in this request for proposals on preparing and submitting the proposal. If offeror does not follow instructions regarding proposal format, points will be deducted during the evaluation process.

6.1 PROPOSAL DOCUMENTS: To achieve a uniform review process and to obtain a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum include a Table of Contents detailing sections and corresponding page numbers.

6.1.1 Proposals may be submitted online via <http://collincountytx.ionwave.net> or submitted via CD-ROM or Flash Drive. Electronic submissions are preferred.

6.1.2 If submitting manually, proposal shall be submitted in a sealed envelope or box with RFP name, number, and name of firm printed on the outside of the envelope or box. Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening:

Collin County Purchasing
Attn: Geri Osinaike, Senior Buyer
2300 Bloomdale, Suite 3160
McKinney, TX 75071

The envelope in which the proposal is enclosed must be marked:

SEALED PROPOSAL
RFP 2018-139
Emergency Medical, Ambulance Service

Paper copies shall be printed on letter size (8 ½ x 11) paper and assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders. Manual submittals shall include an electronic copy in a searchable format.

It shall be the responsibility of the offeror to insure that their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.

POINT OF CONTACT: Information regarding the purchasing process and the contents of this RFP may be obtained online via <http://collincountytx.ionwave.net>, from the Collin

County Purchasing Department or email gosinaike@co.collin.tx.us, Geri Osinaike, Senior Buyer. All questions regarding the RFP shall be submitted online.

6.2 EXECUTIVE SUMMARY (PROPOSAL SECTION 1.0)

This part of the response to the RFP should be limited to a brief narrative highlighting the Offeror's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. This section should not include cost quotations. Note that the executive summary should identify the primary contacts for the Offeror.

The executive summary shall also state the number of years the Offeror has provided emergency 911 services. Note: In accordance with section 5.22.14, offeror shall have a minimum of five (5) years' experience providing 911 emergency services. Proposals that do not meet this requirement will not be considered.

6.3 SCOPE OF SERVICES (PROPOSAL SECTION 2.0)

This section of the proposal shall include a general discussion of the Offeror's understanding of the "overall" project. Include responses to sections 5.22 through 5.38

6.4 COMPANY BACKGROUND AND EXPERIENCE (PROPOSAL SECTION 3.0)

The Offeror shall provide the following information about its company so that the County can evaluate the corporate stability and Offeror's ability to support the commitments set forth in response to the RFP. The County, at its option, may require an Offeror to provide additional support and/or clarify requested information.

6.4.1 Amount of time the company has been in business.

6.4.2 A brief description of the company size and organizational structure.

6.4.3 Most recent audited financial statements.

6.4.4 List of current public sector customers by name and by state. (Texas customers, preferably Counties, are to be listed first) The population of area serviced, should also be included.

6.4.5 Any material (including letters of support or endorsement from clients) indicative of the Offeror's capabilities.

6.4.6 List of any terminated contracts. Disclose the jurisdiction and explain the termination.

6.4.7 List of all lawsuits resulting in award (in or outside of court) to a client and provide basis and finding of any settlement.

6.4.8 Is your firm nationally accredited? If yes, please state accreditations

6.5 IMPLEMENTATION PLAN/ STAFFING (PROPOSAL SECTION 4.0)

The Offeror shall provide a detailed plan for implementing the proposed contract. This information SHALL include:

6.5.1 Detailed methodology and plan for implementing the contract. The implementation plan shall include the following elements: the estimated implementation timeframe; an overview of project phases and major milestones a matrix of proposed roles/responsibilities for County staff and the Offeror and all project assumptions. The description of the implementation plan shall include the specific components which are included in each phase of the implementation based on the scope of work for the project.

6.5.2 Organization chart

6.5.3 Resumes and qualifications of the Proposed Operations Manager, Field Supervisors and Company Executives, current clinical and Quality Assurance staff

6.6 CLIENT REFERENCES (PROPOSAL SECTION 5.0)

The County considers references to be important in its decision to award a contract. All references provided will be contacted by the County during the selection process. Firms shall provide at least five (5) client references that are similar in size and complexity to this procurement (preferably Counties).

Include Date contract started and terminated, name, address, contact name, email, phone number, position of the contact in the organization.

In addition to contact information, each reference shall include the following:

6.6.1 Type and level of service

6.6.2 Geographic size of area

6.6.3 Population serviced

6.6.4 Number of emergency/non-emergency calls

6.6.5 Start and end date of contract

6.7 COST PROPOSAL (PROPOSAL SECTION 6.0)

Offeror's cost proposal shall include:

6.7.1 Cost to the County (subsidy) if any

6.7.2 Charges for services to citizens for MICU Base Transport. Include detailed information for all fees.

6.7.3 Mileage rate. (Statement for charges that says, "Medicare allowable" will be permitted). Include statement and detail all fees.

6.8 EXCEPTIONS TO THE RFP (PROPOSAL SECTION 7.0)

Instructions for completing section:

The exception table shall be completed for any exception from requirements identified in this RFP. Please complete the following worksheet listing any and all exceptions from the information requested in the Request for Proposal. Attach additional pages as needed. If no exceptions are listed in Section 7.0 it is understood that the offeror has agreed to all RFP requirements, the response will be considered as confirmed even if it is listed elsewhere as an exception.

Section Number/ Question Number	Required Service Offeror is Unable to Perform	Steps Taken to Meet Requirement

INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and

CIS: http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

The vendor acknowledges by doing business or seeking to do business with Collin County that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers:

<http://www.collincountytx.gov/government/Pages/officials.aspx>

The following will be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department:

Bill Bilyeu - Director of Administrative Services, Collin County

Jason Browning – Fire Marshal, Collin County

Additional Evaluation Committee Members:

Tim Mock – Assistant Chief/EMS Operations, McKinney Fire Department

Brandon Blythe – Assistant Chief/EMS Operations, Wylie Fire Department ~~Dan~~

~~Trip – Assistant Chief/EMS Operations, Joesphine Fire Department Carol Decker~~

~~– EMS Board, City of Weston~~

Representatives of the Northern & Eastern Coalitions:

One member representing each city within the Northern & Eastern Coalitions

Purchasing:

Michalyn Rains, CPPO, CPPB - Purchasing Agent Michelle

Charnoski, CPPB - Assistant Purchasing Agent Geri

Osinaike, CPPO, CPPB - Senior Buyer

Commissioners' Court: Keith

Self – County Judge

Susan Fletcher – Commissioner Precinct No. 1

Cheryl Williams – Commissioner Precinct No. 2

John Thomas – Commissioner Precinct No. 3

Duncan Webb – Commissioner Precinct No. 4

6.0 COST PROPOSAL

6.7 COST PROPOSAL (PROPOSAL SECTION 6.0) Offeror's cost proposal shall include:

AMR's Cost Proposal (section 6.7) has been uploaded on the County's *ionwave* portal as a separate attachment, as instructed. Please refer to this individually uploaded file.

1. Proposed Subsidy

6.7.1 Cost to the County (subsidy) if any

Offeror Response: **CONFIRMED**

Collin County's RFP expresses the desire to achieve an ambulance transportation service for their citizens at zero subsidy cost. In an effort to be responsive to this request, AMR has developed a service model that identifies a zero-subsidy ambulance transportation service, providing **2.0 dedicated Collin County MICU ambulances units at no annual cost to the County**. The analysis performed to create this model includes the assumption of adverse risk and is based on the historical financial data experienced over the past 13 years of County service:

Average Collection per Transport	\$421.00	Total Revenue	\$1.6 million
Anticipated Transports 2018-2019	3,800	Annual Cost per Dedicated MICU	\$605,000.00

In short, AMR is able to provide such a zero-subsidy model; however, the revenue produced by transports alone would require a drastic reduction in number of deployed ambulances. AMR would not recommend this zero-subsidy model as a quality option, as it reduces ambulance coverage to local citizens and compromises safety. Our intent is to maintain a quality and sustainable EMS system to the county using responsible rates, and we have provided two subsidy-based options that meet this goal, below.

OPTION #1

3.5 dedicated Collin County MICU ambulances – \$706,000.00 Subsidy

Through the reduction in the cost of readiness, and efficient use of AMR resources we able to offer the same deployment configuration currently experienced in Collin County at a reduced subsidy. If it is the County's desire to reduce subsidy yet maintain the quality service you are currently provided, Option #1 is an ideal choice.

OPTION #2

4.0 dedicated Collin County MICU ambulances – \$830,485.00 Subsidy

Option #2 offers increased unit coverage to the County at the same subsidy provided today. Benefits include reduced cost of readiness and a more efficient use of local resources. AMR recommends this option for Collin County. If an improvement to ambulance coverage while maintaining the current subsidy is your target, Option #2 is a fitting approach.

PLEASE NOTE: When funding an EMS system, the art is in creating a fiscal balance between revenue collected directly from patient transports and taxpayer subsidy. Due to the significant disruption in healthcare reimbursement over the last decade, patient reimbursements are static or declining. Thus, the economic principle of raising the charges does not yield any material improvements to the overall revenue generated. We believe the current EMS rates are at their maximum and, unless additional volume occurs, the system does not support aggressive reductions in the subsidy without risking its financial viability. We are confident our proposal strikes the right balance between clinical quality and financial stability from a proven and experienced EMS provider.

2. Charges for Service

6.7.2 Charges for services to citizens for MICU Base Transport. Include detailed information for all fees.

Offeror Response: **CONFIRMED**

Please see below for AMR proposed fee schedule:

1150 - ALS NON-EMERGENT BASE RATE	\$833.17	4608 - AMIODARONE/CARDARONE	\$202.64
1151 - ALS EMERGENCY BASE RATE	\$968.08	4609 - AMMONIA INHALENT	\$18.25
1250 - BLS NON-EMERGENT BASE RATE	\$655.80	4612 - ASPIRIN COATED 325MG	\$2.37
1251 - BLS BASE RATE	\$811.94	4618 - BRETHINE 1MG/ML 10X1ML AMP	\$79.94
1253 - TREAT AND RELEASE	\$227.12	4620 - CALCIUM GLUCONATE 10% 10ML	\$2.79
2151 - MILEAGE	\$14.06	4621 - CEREBYX 50MG/ML 10ML VIAL	\$89.94
3001 - OXYGEN	\$43.73	4626 - D50 PF SYRINGE 25 GRAMS	\$20.26
3080 - COMBITUBE	\$119.92	4628 - DEMADEx INJ 20MG 2ML	\$6.27
3605 - DISPOSABLE SUPPLY	\$43.73	4630 - DEXAMETHASONE SOD PHOS 10MG/ML	\$4.50
4000 - ACTIVATED CHARCOAL	\$11.66	4632 - DIAZEPAM	\$4.21
4005 - ALBUTEROL	\$48.62	4634 - DOBUTREX 250MG 20ML VIAL	\$22.61
4011 - ATROPINE	\$25.68	4641 - FENTANYL AMP 250MCG/5ML	\$0.82
4013 - ATROVENT	\$3.89	4643 - FUROSEMIDE 100MG/10ML SVD LASX	\$0.77
4022 - DOPAMINE	\$4.52	4644 - FUROSEMIDE 40MG SVD LASIX	\$1.20
4023 - EPINEPHRINE 1 1000 MDV 30ML	\$9.74	4646 - HALDOL 5MG/ML 1ML INJ	\$9.33
4024 - EPINEPHRINE 1 10000 PLS	\$0.82	4650 - HYRDOXIZINE 50MG 1ML	\$0.89
4025 - EPINEPHRINE 1 1000 AMP	\$1.48	4651 - INSULIN, REGULAR 100U/ML	\$39.18
4028 - GLUCAGON	\$282.02	4656 - LIDOCAINE 2% PF SAFETY SYRINGE	\$3.16
4039 - LACTATED RINGERS 1000CC	\$20.26	4657 - LIDOCAINE .4% W/5% DXTRS 500ML	\$39.18
4044 - MANNITOL	\$47.29	4659 - MAGNESIUM SULPHATE 10ML VIAL	\$15.53
40452 - DEXTROSE 10% Solution	\$40.80	4663 - NALOXONE 2MG PFS	\$25.68
4048 - MORPHINE	\$14.20	4664 - NIMBEX MDV 2MG 10ML	\$29.21
4052 - NITROGLYCERIN .4MG TAB	\$2.24	4669 - OXYTOCIN 10U/ML 1ML (PITOCIN)	\$15.53
4053 - NORMAL SALINE	\$13.52	4676 - SODIUM CHLORIDE .9% SDV FLUSH	\$0.51
4055 - PROCAINAMIDE	\$24.65	4677 - SODIUM CHLORIDE .9% 15ML INHAL	\$0.46
4056 - PROMETHAZINE	\$8.79	4680 - SOLU-MEDROL 125MG ACT-O-VIAL	\$12.77
4061 - VERSED	\$36.47	4682 - THIAMINE HCL INJ 100MG VIAL	\$1.46
4064 - ZOFRAN ORAL	\$53.98	4695 - ZOFRAN 2MG/ML SDV	\$41.13
4067 - ASPIRIN BABY	\$0.12	4698 - ATIVAN	\$8.07
4086 - SUCCINYLCHOLINE/ANECTINE	\$7.04	5016 - EKG MONITORING PROCEDURE	\$43.73
4087 - VECURONIUM 10MG	\$39.60		
41770 - KETAMINE	\$40.36		
4601 - ACETAMINOPHEN 325MG	\$4.50		
4605 - AMIDATE 20MG 10ML AMP	\$35.83		
4606 - AMINOPHYLLINE 250MG 10ML VIAL	\$0.73		

3. Mileage Rate

6.7.3 Mileage rate. (Statement for charges that says, "Medicare allowable" will be permitted). Include statement and detail all fees.

Offeror Response: **CONFIRMED**

As shown in the table on the previous page, AMR's proposed mileage rate for all services is **\$14.06 per mile**.

Other Considerations

From time to time, we provide services to patients that have no ability or means to pay for the services and are not covered by Medicare or another indigent care program. In response, we have created the Compassionate Care Program, a policy which has shown significant success. This program addresses the growing economic concerns facing our nation by reducing ambulance bills for patients without insurance and who are unable to pay their ambulance bill, which also helps avoid billing complaints. Our tiered rate schedule offers debt reduction and fund forgiveness options for patients who meet the current poverty criteria. These patients can make a request to our company to reduce or forgive bill balances, based on company terms and guidelines.





May 16, 2018

Ms. Geri Osinaike, Senior Buyer
Collin County Purchasing Department

RE: Response to the additional information of clarifications of AMR Collin County EMS Response to RFP 2018-139

Geri,

Please accept this submission as response to your added inquiry of May 10, 2018. Should you require any additional information please do not hesitate to contact me.

1. Confirm that you provide education/training locally, in person, and online. Do you offer education/training at a minimum once monthly and at times and locations convenient to first responders? Provide a list of the classes that have been offered including locations and dates from the past two years.

Yes, there are CE and/or skills training classes held monthly.

Date	Subject	Location	Date	Subject	Location	Date	Subject	Location
5/29/2018	MCI trailer / Ambus	Princeton FD	12/21,12/22/2017	Geriatrics	AMR Greenville	11/15/2016	Shock	AMR Greenville
4/13/2018	EMS Conference	MCM	11/28/2017	EMS Documentation	Princeton FD	10/18/2016	Respiratory	AMR Greenville
3/27/2018	Active shooter plan/ ODMAP	Princeton FD	11/23,11/24/2017	Stroke/Neurology	AMR Greenville	10/1/2016	EZ IO training	Princeton FD
3/19,3/20,3/21/2019	PALS	Greenville Civic Center	10/31/2017	Trauma	Princeton FD	9/20/2016	Cardiology	AMR Greenville
2/19,2/20,2/21/2018	PHTLS	Greenville Civic Center	10/19,10/20/2017	Bleeding Control	AMR Greenville	8/16/2016	Trauma	AMR Greenville
2/23/2018	Cardiology	Princeton FD	9/21,9/22/2017	Patient Assessment	AMR Greenville	7/19/2016	Ventilation	AMR Greenville
1/30, 1/31, 2/1 2018	Protocol refresher & update	Princeton FD	9/11/2017	Skills Training	Princeton FD	6/30/2016	Documentation	Princeton FD
			8/24,8/25/2017	Airway	Princeton FD	6/21/2016	Documentation	AMR Greenville
			8/5/2017	Skills Training	Princeton FD	5/17/2016	12 Lead Interpretation	AMR Greenville
			7/26/2017	Crime Scene Preservation	AMR Greenville	4/19/2016	Diabetes Management	AMR Greenville
			7/10/2017	Skills Training	Princeton FD	4/4, 4/5, 4/6, 4/7/2016	Protocol Review	Princeton FD
			6/22,6/23/2017	Pharmacology	AMR Greenville	2/16/2016	Skills Training	Princeton FD
			6/12/2017	Skills Training	Princeton FD	1/21, 1/28/2016	EKG/Airway	Princeton FD
			5/18,5/19/2017	Drowning/Environmental	AMR Greenville			
			5/8/2017	Skills Training	Princeton FD			
			4/10/2017	Skills Training	Princeton FD			
			4/20,4/21/2017	Pedi/OB-GYN	AMR Greenville			
			3/23,3/24/2017	AMLS	Josephine FD			
			3/8,3/10/2017	Burns	Greenville Library			
			2/23,2/24/2017	PALS	Josephine FD			
			1/26,1/27/2017	CPR/ACLS	Josephine FD			

2. Would you provide card classes such as ACLS (advanced cardiovascular life support) and PALS (pediatric advanced life support) to first responders free of charge? How often?

In addition to the monthly CE classes held at local Fire Departments, classes held at our Farmers Branch and Hunt County locations are open to our Collin County partners. CPR and ACLS offered monthly with PALS offered quarterly at the Farmers Branch location.

3. Would you provide an EMS Coordinator that would be willing to oversee ECA/First Responder certification class taught by Fire Department DSHS certified instructors?

Yes, AMR would be willing to work with our education team to get someone certified as a basic course coordinator and set up basic training program under which Fire Instructors could teach a First Responder Course.

4. Do you offer a subscription fee service to the community, how is it conducted? Do you work with local utilities or other organizations to collect the fees annually? Who is responsible for tracking if membership is current?

AMR provides a variety of membership/subscription programs aimed at decreasing the burden of ambulance transportation for community residents. These programs typically cover most out-of-pocket expenses; have both individual and family programs, using a simple annual membership.

AMR is willing to set-up a subscription program for Collin County, enrollments are handled through a single point of contact within our operation; we would track memberships through our billing service to ensure members are properly billed. Specific fees charged for each level of membership would be calculated during the set-up process based on actuarial tables as required by DSHS EMS rules.

5. Provide additional information, option #2 is ½ units more than option #1, explain the increase?

AMR offers, in option #2, to increase the current deployment model from 84 service hours to 96 service hours each day; adding 12 hours of service to the current 12 hours of deployment at the Josephine location. This addition provides the service area with 4-24 hour vehicles versus the current 3 – 24 hour and one 12-hour vehicle.

Option#2, designed as a response to deployment questions generated at request for information meetings held in 2017, provides an improvement to ambulance coverage while maintaining the current subsidy.

6. Do you utilize any other methods to transport non-critical calls with third party providers like Uber or Lyft?

Yes, AMR collaborates with Lyft to provide non-emergency, non-wheelchair transportation accomplished through our Access2Care program.

Additionally in April AMR launched a pilot program adding a nurse triage line to a 9-1-1 communications center to help assess medical urgency in calls and steer non-severe cases away from emergency crews and toward proper medical providers. The goal of this program is to reduce demand on the overtaxed 911 system, offload the overcrowded emergency departments, and provide better patient outcomes through care delivery at primary care and/or urgent care sites.

We will gladly explore the development and use of these type of services for Collin County.

7. Please provide the fees for the table below

	Medicare	Medicaid	Insurance	Private
Mileage	7.26	4.71	7.37	14.06
ALS Non-Emergent	258.93	186.00	418.52	833.17
ALS Emergent	409.98	285.28	688.38	968.08
BLS Non-Emergent	215.78	186.00	343.15	655.80
BLS Emergent	345.24	240.23	545.22	811.94
ALS Level II	593.39	951.72	1181.16	999.31
Specialty Care Transport	701.28	487.97	973.81	1061.76

Thank you.

Theresa Hall
Regional Director, DFW-Metroplex
4355 Beltwood Parkway N.
Farmers Branch, TX 75244
Theresa.hall@amr.net
214-414-1247

Agenda Item No. 8

Attachment #13

AMR Cost Options for Emergency Medical Ambulance Service



June 29, 2018

TO: Ms. Geraldine Osinaike

RE: Best and Final Offer, RFP 2018-139, Emergency Medical Ambulance Service

On behalf of American Medical Response Ambulance Service, we appreciate the opportunity to submit this Best and Final Offer in response to RFP No. 2018-139. We understand Collin County's goal is to maintain a quality and reliable EMS system to meet the needs of your citizens, and no provider is more qualified to fulfil this mission than AMR.

1. Annual Subsidy

Through the course of the RFI process and subsequent RFP, it was evident that Collin County needed to balance the cost of response with the optimal response of emergency medical services. AMR offers various response architectures designed to provide Collin County optimal ambulance service response while balancing subsidy cost.

Collin County - Ambulance Response Options			
Option	Number of Vehicles	Subsidy	
1	3.5	\$706,000.00	84 ambulance service hours per day Subsidy cost savings \$ 124,448.00
2	4	\$830,485.00	2018 subsidy remains at 2017 cost to Collin County with a 12-hour increase to ambulance service hours. Each day there will be a total of 96 hours of ambulance coverage for the County.
3	5	\$1,235,485.00	Subsidy reflects increased ambulance service hours of 36 service hours per day for total ambulance response coverage of 120 hours per day.

Option 1 – Current Contract

AMR will continue to provide Collin County with 3.5 ambulances per day responding to requests for service as outlined in the pending Collin County contract. Subsidy reflects a cost saving of over \$124,000.00 of current subsidy cost.

Option 2

AMR will dedicate an additional 12 hours of ambulance response capabilities providing four ambulances per day providing emergency medical services to Collin County. Subsidy cost remains at current 2018 Collin County cost.

Option 3

AMR offers a premium option providing five 24-hour ambulances with dedicated service to the communities of Collin County. Subsidy cost reflects the increased 36 hours of additional ambulance response coverage for a total of 120 hours of service each day. There is opportunity in this option to negotiate mutual shared risk regarding total annual subsidy through the development of a “profit sharing” type model, provided such arrangement is compliant with current anti-kickback statutes and is modified to remain compliant in the future. Recent scrutiny by OIG (e.g. Oklahoma) on profit sharing arrangements illustrate the importance of ensuring any such relationship if compliant with regulations.

2. Vehicle Information

Number of vehicles in service on a shift?

Collin County shifts operate a 24 hour A, B, C schedule

Option 1	3 – 24 hour vehicles and 1 – 12 hour vehicle deployed 11:00 – 23:00
Option 2	4 – 24 hour vehicles
Option 3	5 – 24 hour vehicles

Vehicle description including make and model

Currently the Collin County fleet consists of Ford Type III E450 ambulances. This fleet will remain as the primary response vehicle through to the 250,000-mile replacement ceiling. Additions to fleet and replacement vehicles will consist of the standard Type III F250 ambulance.

Vehicles used for the County service part of the current fleet or purchased after award

AMR would continue to deploy the current in service fleet. With a replacement of the fleet completed in the last 20 months these well maintained vehicles are in exceptional condition with less than 150,000 miles of use per vehicle. Option 3 requires the purchase of a new vehicle that would occur after the contract award.

Number of available replacement vehicle is a vehicle on shift becomes inoperable

Collin County EMS has two on site back up vehicles used to replace vehicles while out of service for preventative maintenance and repairs. In addition to the dedicated replacement vehicles for Collin County, additional immediate vehicles are available from Hunt County EMS and AMR Dallas. AMR's NextFleet service center in Mineral Wells is an additional resource for interim vehicle back up supply.

3. Value Added Services

- Subscription Fee Service available
- EMS Coordinator to oversee ECA/First Responder classes
- Complementary Traveling CE classes rotating though the County
- AMR Dallas classes support Collin County First Responders
- Hunt County EMS CE classes support Collin County First Responders
- Classes scheduled through AMR NTCl are complimentary
- Third party referral for alternative transportation method for customers not requiring ambulance transportation.
- 9-1-1 Nurse triage pilot program; assess medical urgency in calls and steer non-sever cases away from emergency crews and toward proper medical providers

4. White Box Deployment Model

AMR will participate in discussions with area Collin County fire departments
When awarded the EMS Services Contract, AMR will participate in discussions with local City to develop a scope of work and pricing models for the utilization of "white box" by individual city within the Northern and Eastern Coalition.

AMR understands that this white box offering would be separate from the Collin County contract and would include a white box vehicle, all equipment necessary to stock the white box, and any applicable training.



City of Lucas

City Council Agenda Request

August 3, 2023

Item No. 09

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Consider adopting Ordinance 2023-07-00987 amending the City of Lucas Code of Ordinances by amending Chapter 6 titled “Health and Sanitation”, by amending Article 6.01 titled “General Provision”, by adding Section 6.01.001 titled “Definitions” to provide a definition of agricultural operation and amending Section 6.03.001 to clarify regulations regarding weeds, uncultivated grass and vegetation; and amending Chapter 8 titled “Offenses and Nuisances”, by amending Article 8.01 titled “General Provisions”, by amending Section 8.01.001 titled “Obstructions in Right-of-way” to be consistent with the amendments to Chapter 6.

Background Information

During the 88th Texas Legislative Session, Governor Abbott signed House Bill 1750 relating to the applicability of certain city requirements to agricultural operations effective September 1, 2023. House Bill 1750 amended certain provisions in the Agriculture Code to define what types of regulations a municipality may implement and/or enforce relating to agricultural operations. After reviewing the City’s current ordinances, the City Attorney has provided proposed changes for clarity in accordance with the new legislation.

Attachments/Supporting Documentation

1. Ordinance 2023-07-00987 Amending Code of Ordinances Chapters 6 and 8 Agricultural Operations and High Grass and Weeds
2. Ordinance 2023-07-00987 Red Lined Draft

Budget/Financial Impact

NA

Recommendation

City staff recommends approving Ordinance 2023-07-00987 as presented.

Motion

I make a motion to approve/deny adopting Ordinance 2023-07-00987 amending the City of Lucas Code of Ordinances by amending Chapter 6 titled “Health and Sanitation”, by amending Article 6.01 titled “General Provision”, by adding Section 6.01.001 titled “Definitions” to provide a definition of agricultural operation and amending Section 6.03.001 to clarify regulations regarding weeds, uncultivated grass and vegetation; and amending Chapter 8 titled “Offenses and Nuisances”, by amending Article 8.01 titled “General Provisions”, by amending Section 8.01.001 titled “Obstructions in Right-of-way” to be consistent with the amendments to Chapter 6.



ORDINANCE #2023-07-00987

[Amending Code of Ordinances Chapters 6 and 8
Agricultural Operations and High Grass and Weeds]

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 6 TITLED "HEALTH AND SANITATION", BY AMENDING ARTICLE 6.01 TITLED "GENERAL PROVISIONS", BY ADDING SECTION 6.01.001 TITLED "DEFINITIONS" TO PROVIDE A DEFINITION OF AGRICULTURAL OPERATION AND AMENDING SECTION 6.03.001 TO CLARIFY REGULATIONS REGARDING WEEDS, UNCULTIVATED GRASS AND VEGETATION; AND AMENDING CHAPTER 8 TITLED "OFFENSES AND NUISANCES", BY AMENDING ARTICLE 8.01 TITLED "GENERAL PROVISIONS," BY AMENDING SECTION 8.01.001 TITLED "OBSTRUCTIONS IN RIGHT-OF-WAY" TO BE CONSISTENT WITH THE AMENDMENTS TO CHAPTER 6; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 88th Texas Legislature amended certain provisions in the Agriculture Code in House Bill 1750 to define what types of regulations a municipality may implement and/or enforce relating to Agricultural Operations; and

WHEREAS, while the City of Lucas Code of Ordinances regulating Agricultural Operations is consistent with the requirements of House Bill 1750, clarifications and additional definitions will be beneficial for residents and city staff to ensure that city regulations of weeds, high grasses and other nuisances are consistent with state law; and

WHEREAS, the City Council has determined that the following amendments are in the best interest of the health, safety, and welfare of the City.

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

SECTION 1. That the City of Lucas Code of Ordinances is amended by amending Chapter 6 titled "Health and Sanitation", Article 6.01 titled "General Provisions", by adding section 6.01.001 titled "Definitions" to read as follows:

§ 6.01.001 Definitions

(a) Agricultural Operation includes the following activities:

- (1) cultivating the soil;
- (2) producing crops or growing vegetation for human food, animal feed or forage, planting seed, or fiber;
- (3) floriculture;
- (4) viticulture;
- (5) horticulture;
- (6) silviculture;
- (7) wildlife management;
- (8) raising or keeping livestock or poultry; and
- (9) planting cover crops or leaving land idle for the purpose of participating in any governmental program or normal crop or livestock rotation procedure.

SECTION 2. That the City of Lucas Code of Ordinances is amended by amending Chapter 6 titled "Health and Sanitation", Article 6.03 titled "High Grass and Weeds", by amending section 6.03.001 titled "Prohibited" to read as follows:

- (a) It shall be unlawful for any person who owns, occupies, or is in control of occupied or unoccupied premises in the city to permit weeds, uncultivated grass, or other uncultivated vegetation located on the premises to grow to a height greater than twelve (12) inches.
- (b) The following shall be exempt from the requirement of subsection (a):
 1. Agricultural Operations as defined in Section 6.01.001;
 2. Wildflowers, but only until such time as seeds have matured following the final blooming of the majority of the plants, but not later than July 1st.
- (c) Persons owning, occupying or in control of occupied or unoccupied premises in the city shall maintain an "obstruction free zone" to maintain safe and unobstructed driving conditions for the traveling public. An "obstruction free zone" is defined as an area from one to five feet in width from the edge of pavement that must be maintained at a height of twelve (12) inches or less for the purpose of maintaining a sight triangle for the traveling public and removing tree and shrub limbs obstructing the right-of-way.
 1. The exemptions in subsection (b) from maximum height of twelve (12) inches, does not include the "obstruction free zone."
 2. The width of the "obstruction free zone" is based on the topography of the area and safety conditions. The city manager or designee shall determine the width of "obstruction free zones."
 3. Trees on private property greater than three inches in diameter (measured at breast height) may be preserved in the "obstruction free zone." However, all trees on private property encroaching into the public right-of-way or easement at a height

less than the local tree canopy of fourteen (14) feet shall be presumed to be a safety hazard and require trimming or removal.

SECTION 3. That the City of Lucas Code of Ordinances is amended by amending Chapter 8 titled “Offenses and Nuisances”, Article 8.01 titled “General Provisions”, by amending section 8.01.001 titled “Obstructions in right-of-way” to read as follows:

(a) Duty of abutting property owners. It shall be unlawful and constitute an offense of a public nuisance for any person, firm, partnership, association, or corporation who shall own or occupy any lot or premises to suffer or permit weeds, uncultivated grass or other uncultivated vegetation except trees and shrubs to grow to a greater height than twelve (12) inches on that portion of right-of-way which abuts such lot from the edge of the pavement to the property line. Rights-of-way meeting any of the following definitions shall not be the responsibility of the abutting owner or occupants:

- (1) Ditches with a slope greater than 3 (three) to 1 (one) as determined by the city manager or designee;
- (2) Rights-of-way which governmental entities other than the city have a contractual obligation to maintain;
- (3) Major arterial streets as determined by the city manager or designee;
- (4) Street medians;
- (5) Property owned in fee by the city.

SECTION 4. To the extent of any irreconcilable conflict with the provisions of this Ordinance and other ordinances of the City of Lucas and which are not expressly amended by this Ordinance, the provision of this Ordinance shall remain and be controlling.

SECTION 5. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of the remaining portions of this Ordinance or the City of Lucas Code of Ordinances, as amended hereby, which shall remain if full force and effect.

SECTION 6. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Ordinances of the City of Lucas, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 7. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances, as amended, and upon conviction in the municipal court shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Lucas, and it is accordingly so ordained.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS,
COLLIN COUNTY, TEXAS, ON THIS 3RD DAY OF AUGUST, 2023.**

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr., City Attorney

ATTEST:

Kent Souriyasak, Interim City Secretary



ORDINANCE #2023-07-00987

[Amending Code of Ordinances Chapters 6 and 8 Agricultural Operations and High Grass and Weeds]

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 6 TITLED "HEALTH AND SANITATION," BY AMENDING ARTICLE 6.01 TITLED "GENERAL PROVISION", BY ADDING SECTION 6.01.001 TITLED "DEFINITIONS" TO PROVIDE A DEFINITION OF AGRICULTURAL OPERATION AND AMENDING SECTION 6.03.001 TO CLARIFY REGULATIONS REGARDING WEEDS, UNCULTIVATED GRASS AND VEGETATION; AND AMENDING CHAPTER 8 TITLED "OFFENSES AND NUISANCES," BY AMENDING ARTICLE 8.01 TITLED "GENERAL PROVISIONS," BY AMENDING SECTION 8.01.001 TITLED "OBSTRUCTIONS IN RIGHT-OF-WAY" TO BE CONSISTENT WITH THE AMENDMENTS TO CHAPTER 6; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2000.00);AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 88th Texas Legislature amended certain provisions in the Agriculture Code in House Bill 1750 to define what types of regulations a municipality may implement and/or enforce relating to Agricultural Operations, and

WHEREAS, while the City of Lucas Code of Ordinances regulating Agricultural Operations is consistent with the requirements of House Bill 1750, clarifications and additional definitions will be beneficial for residents and city staff to ensure that city regulations of weeds, high grasses and other nuisances are consistent with state law and

WHEREAS, the City Council has determined that the following amendments are in the best interest of the health, safety, and welfare of the City.

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

SECTION 1. That the City of Lucas Code of Ordinances is amended by amending Chapter 6 titled "Health and Sanitation", Article 6.01 titled "General Provision," by adding section 6.01.001 titled "Defintiions" to read as follows:

§ 6.01.001 Definitions

(a) Agricultural Operation includes the following activities:

- (1) cultivating the soil;
- (2) producing crops or growing vegetation for human food, animal feed or forage, planting seed, or fiber;
- (3) floriculture;
- (4) viticulture;
- (5) horticulture;
- (6) silviculture;
- (7) wildlife management;
- (8) raising or keeping livestock or poultry; and
- (9) planting cover crops or leaving land idle for the purpose of participating in any governmental program or normal crop or livestock rotation procedure.

SECTION 2. That the City of Lucas Code of Ordinances is amended by amending Chapter 6 titled "Health and Sanitation", Article 6.03 titled "High Grass and Weeds," by amending section 6.03.001 titled "Prohibited" to read as follows:

- (a) It shall be unlawful for any person who owns, occupies, or is in control of occupied or unoccupied premises in the city to permit weeds, **uncultivated** grass, or other **uncultivated** vegetation located on the premises to grow to a height greater than twelve (12) inches.
- (b) The following shall be exempt from the requirement of subsection (a):
 1. Agricultural ~~crops~~ **Operations as defined in §6.01.001;**
 2. Wildflowers, but only until such time as seeds have matured following the final blooming of the majority of the plants, but not later than July 1st.
- (c) Persons owning, occupying or in control of occupied or unoccupied premises in the city shall maintain an "obstruction free zone" to maintain safe and unobstructed driving conditions for the traveling public. An "obstruction free zone" is defined as an area from one to five feet in width from the edge of pavement that must be maintained at a height of twelve (12) inches or less for the purpose of maintaining a sight triangle for the traveling public and removing tree and shrub limbs obstructing the right-of-way.
 1. The exemptions in subsection (b) from maximum height of twelve (12) inches, does not include the "obstruction free zone."
 2. The width of the "obstruction free zone" is based on the topography of the area and safety conditions. The city manager or designee shall determine the width of "obstruction free zones."
 3. Trees on private property greater than three inches in diameter (measured at breast height) may be preserved in the "obstruction free zone." However, all trees on private property encroaching into the public right-of-way or easement at a height

less than the local tree canopy of fourteen (14) feet shall be presumed to be a safety hazard and require trimming or removal.

~~(d) For purposes of this section, an agricultural crop is defined as a plant or plant product that can be grown and harvested extensively for profit or subsistence.~~

SECTION 3. That the City of Lucas Code of Ordinances is amended by amending Chapter 8 titled “Offenses and Nuisances”, Article 8.01 titled “General Provision,” by amending section 8.01.001 titled “Obstructions in right-of-way” to read as follows:

(a) Duty of abutting property owners. It shall be unlawful and constitute an offense of a public nuisance for any person, firm, partnership, association, or corporation who shall own or occupy any lot or premises to suffer or permit weeds, **uncultivated** grass or other **uncultivated plants other than vegetation except** trees and shrubs to grow to a greater height than twelve (12) inches on that portion of right-of-way which abuts such lot from the edge of the pavement to the property line. ~~Except, however, r~~Rights-of-way meeting any of the following definitions shall not be the responsibility of the abutting owner or occupants:

- (1) Ditches with a slope greater than 3 to 1 as determined by the city manager or designee;
- (2) Rights-of-way which governmental entities other than the city have a contractual obligation to maintain;
- (3) Major arterial streets as determined by the city manager or designee;
- (4) Street medians;
- (5) Property owned in fee by the city.

SECTION 4. To the extent of any irreconcilable conflict with the provisions of this Ordinance and other ordinances of the City of Lucas and which are not expressly amended by this Ordinance, the provision of this Ordinance shall remain and be controlling.

SECTION 5. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of the remaining portions of this Ordinance or the City of Lucas Code of Ordinances, as amended hereby, which shall remain if full force and effect.

SECTION 6. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Ordinances of the City of Lucas, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 7. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances, as amended, and upon conviction in the municipal court shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Lucas, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS _____ DAY OF _____, 2023.

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr., City Attorney
(7-18-2023/cgm ND4883-4964-5425v1)

ATTEST:

Kent Souriyasak, Interim City Secretary



City of Lucas

City Council Agenda Request

August 3, 2023

Item No. 10

Requester: Development Services Director Joe Hilbourn

Agenda Item

Discuss updating the City of Lucas Code of Ordinances Chapter 14 titled “Zoning”.

Background Information

The City Council requested that a strategic review of the Code of Ordinances be done with specific focus on Chapter 14 titled “Zoning”. At the June 1, 2023, City Council meeting, the Council gave direction that the Planning and Zoning Commission review Chapter 14 in segments and bring updates to the City Council. Councilmembers will inform City staff of any specific areas of concern to bring to the Planning and Zoning Commission.

On June 8, 2023, the Planning and Zoning Commission reviewed and provided staff with recommended changes to Section 14.01.004.

On July 13, 2023, the Planning and Zoning Commission reviewed the proposed changes by staff and the City Attorney which have been included as attachments for City Council to review.

The following is the proposed schedule for the Planning and Zoning Commission:

Section of Chapter 14	Meeting
14.01.004 (completed by P&Z)	June 8, 2023 (2 nd review by P & Z was July 13) P & Z Meeting
14.02 Division 2 (completed by P&Z)	
14.02 Division 3 (completed by P&Z)	
14.02 Division 5 (completed by P&Z)	
	August 3, 2023 Review by City Council
14.03 Division 6	July 13, 2023 (2 nd Review by P & Z will be August 10) P & Z Meeting
14.03 Division 8	
14.03 Division 10	
14.03 Division 15	
	September 7, 2023 Review by City Council
14.04 Division 5	August 10, 2023
Remainder of 14.01	P & Z Meeting
Remainder of 14.02	
Remainder of 14.03	September 14, 2023
Remainder of 14.04	P & Z Meeting
Final Review by Planning and Zoning of Chapter 14	October 12, 2023 P & Z Meeting
Review by City Council	November 2, 2023 City Council Meeting
First Public Hearing	December 14, 2023 P & Z Meeting
Second Public Hearing	January 4, 2024 City Council Meeting



City of Lucas City Council Agenda Request August 3, 2023

Attachment/Supporting Documentation

1. Proposed Revisions to Chapter 14, Section 14.01.004
2. Proposed Revisions to Chapter 14, Section 14.02, Divisions 2, 3, and 5
3. Table of Contents for Chapter 14 with Amendment Dates

Budget/Financial Impact

NA

Recommendation

NA

Motion

There is no motion required.

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

ARTICLE 14.01 GENERAL PROVISIONS

Division 1 Generally

§ 14.01.001 **Short title and application of chapter.**

These regulations shall be known as, and may be cited as, “The City of Lucas, Texas, Zoning Ordinance” and shall apply to the land within the corporate limits of the city.

(1995 Code, sec. 9-1)

§ 14.01.002 **Interpretation and purposes.**

In their interpretation and application, the provisions of these regulations shall be held to be the minimum requirements adopted for promotion of the public health, safety, and welfare. The zoning regulations and districts as herein established have been made for the purpose of promoting health, safety, moral responsibility, and the general welfare of the city, and have been designed, among other things:

- (1) To lessen congestion on streets;
- (2) To secure safety from fire, panic, and other dangers;
- (3) To promote health and the general welfare;
- (4) To provide adequate light and air;
- (5) To prevent the overcrowding of land;
- (6) To avoid undue concentration of population;
- (7) To facilitate the adequate provision of transportation, water, sewers, schools, parks, and other public requirements;
- (8) To conserve the value of the property and encourage the most appropriate use of land throughout the community;
- (9) To minimize the threat of release, spillage or seepage of trash, garbage, debris, sewage, wastewater, noxious fumes or odors, or toxic materials; and
- (10) To lessen the potential pollution of the environment in the city or its environs.

(1995 Code, sec. 9-2)

§ 14.01.003 **Scope.**

It is not intended by these regulations to repeal, abrogate, annul, or in any way impair or interfere with existing provisions of other laws or ordinances, or with private restrictions placed upon property by covenant, deed, easement, or other private agreement. Where this chapter imposes a greater restriction upon land, buildings, or structures than is imposed or required by other ordinances, covenants, or agreements, the provisions of these regulations shall govern. Where other ordinances impose a greater restriction than is imposed herein, the provisions of such other ordinances shall govern.

(1995 Code, sec. 9-3)

§ 14.01.004 **Definitions.**

Accessory building or use.

Is:

- (1) Subordinate to and serves a principal building or principal use;
- (2) Subordinate in area, extent, or purpose to the principal building or principal use served;
- (3) Contributes to the comfort, convenience, and necessity of occupants of the principal building or principal use served; and
- (4) Located on the same building lot as the principal use served. "Accessory" when used in the text shall have the same meaning as accessory use.

Alley.

A public space or thoroughfare which may afford secondary means of access to property abutting thereon.

Area of the lot.

Shall be the net area of the lot and shall not include portions of public streets or alleys.

Art Studio.

An accessory building designed to foster arts, crafts, and other hobbies that may be conditioned, or unconditioned space. May include open spaces for creating art, crafts, painting, sculpture, pottery, photography, hanging arts and crafts, and may include the study of dancing, singing, acting, and musical instruments as well as storage, and sanitation. An Art studio shall not include spaces for sleeping, or the preparation of food.

Athletic/Sports training facility.

Means a facility designed and used primarily for training in team sports, athletic performance programs, consisting of outdoor and/or indoor athletic fields and related facilities, including but not limited to gymnasiums, equipment, training rooms, offices, locker rooms, and batting cages.

Automobile repair.

- (1) Collision services. Body, frame, and fender straightening or repair; customizing; painting.
- (2) Major. Major repair, rebuilding or reconditioning of engines, radiators, or transmissions; undercoating and rust proofing; any operation requiring dismantling or removal of head, crankcases, engines or other major parts; and recapping or re-grooving of tires; any use of a welder or cutting torch; any repair of heavy load vehicles; and other operations not listed as minor repair, but not collision services.
- (3) Minor. Minor repair or replacement of parts, tires, batteries, and accessories; diagnostic services; minor motor services such as grease, oil, spark plug and filter changes; tune-ups; replacement of starters, alternators, hoses, brake parts, mufflers, water or fuel pumps; state inspections; steam cleaning and detailing; servicing of air-conditioning systems; for vehicles, but not heavy load vehicles and not including any operation listed as major repair or collision service.

Block.

Commented [KS1]: Need to add definitions for art studio, pool house, and privately owned athletic training facilities. Joe Hilbourn will provide definitions for consideration

PZ look at possibly adding a nuisance definition

Commented [JH2R1]: Done see below

Commented [KS3]: Add 1-acre minimum for septic requirements to another zoning section

Commented [JH4R3]: This would belong in the district requirements not definitions

Commented [JH5]: Added Art Studio

Commented [JH6R5]: Added Athletic/Sports training facility

An area enclosed by streets and occupied by or intended for buildings; or, if said word is used as a term of measurement, it shall mean the distance along a side of a street between the nearest two streets which intersect said street on the said side.

Building.

Any structure built for the support, shelter, and enclosure of persons, animals, chattels, or movable property of any kind. When subdivided in a manner sufficient to prevent the spread of fire, each portion so subdivided may be deemed a separate building.

Building height.

The number of stories contained in a building and/or the number of feet above the average level of the adjoining ground.

Building line (setback line).

A line parallel or approximately parallel to the centerline of a street or to a property line when not adjacent to a street and having a specific minimum distance as established by this code based on the zoning district in which the property is located delineating where a building may be erected.

Building lot.

A single tract of land located within a single block which (at the time of filing for a building permit) is designed by its owner or developer as a tract to be used, developed, or built upon as a unit, under single ownership or control. It shall front upon a street or approved place. Therefore, a "building lot" may be subsequently subdivided into two or more "building lots" or a number of "building lots," subject to the provisions of this chapter and the subdivision ordinance.

Building official.

The building inspector or administrative official charged with the responsibility for issuing permits and enforcing the zoning ordinance, subdivision ordinance, and building code.

Certificate of occupancy or compliance.

An official certificate issued by the city through the building official which indicates conformance with or approval of a conditional waiver from the zoning regulations and authorizes legal use of the premises for which it was issued.

Child care center.

A facility licensed, certified or registered by the Texas Department of Family and Protective Services ("TDFPS") to provide assessment, care, training, education, custody, treatment, or supervision for a child who is not related by blood, marriage, or adoption to the owner or operator of the facility, for all or part of the 24-hour day, whether or not the facility is operated for profit or charges for the services it offers.

Church or rectory.

A place of assembly and worship by a recognized religion including synagogues, temples, churches, instruction rooms, and the place of residence for the ministers, priests, rabbis, teachers, and directors of the premises.

City.

The word "city" shall mean the City of Lucas.

Clinic.

A group of offices for one or more physicians, surgeons, dentists or similar members of the medical profession to treat sick or injured outpatients or animals.

College or university.

An institution established for educational purposes and offering a curriculum similar to the public schools or an accredited college or university, but excluding trade and commercial schools.

Commission and/or planning commission.

The planning and zoning commission of the city.

Community home.

A place meeting the requirements established under section 123.004 of the Texas Human Resources Code and where no more than six (6) persons with disabilities and up to two (2) supervisors reside at the same time to provide services to persons with disabilities including food, shelter, personal guidance, care, habilitation and supervision.

Conditional use.

A use which shall be permitted in a particular district only upon fulfillment of the conditions as set forth for that use in the use regulations for the appropriate district.

Council.

The word "council" shall mean the city council.

Courtyard.

An open, occupied space bounded on more than two (2) sides by the walls of a building. An inner courtyard is entirely surrounded by the exterior walls of a building. An outer courtyard is a court having one side open to a street, alley, yard, or other permanent open space.

Depth of lot.

The mean horizontal distance between the front and rear lot lines.

Design review committee (DRC).

The DRC is comprised of staff members representing the various departments and divisions involved in the review and approval process (administration, planning, engineering, building inspection, public works, fire, parks and health). DRC is responsible for review of development and building plans, subdivision plats and zoning applications. It offers reports and recommendations to both P&Z and city council pertaining to applications and proposals requiring actions by these bodies. DRC has final approval authority for certain plats such as amending plats, replats and minor plats in compliance with Texas Local Government Code, section 212.0065 and section 212.016.

Development or to develop.

A "development" includes the construction of new buildings or structures on a building lot, the relocation of an existing building on another building lot, or the use of open land for a new use. To "develop" is to create a development.

District.

A section of the city for which the regulations of this chapter, such as the area, height, use, etc., of the land and buildings, are uniform.

Drive-through, drive-thru, drive-in, or drive-up.

A product or service provided by a business that allows customers to purchase a product or service without leaving their cars. For the purposes of this definition, any product or service that is provided to a customer without the need for the customer to leave their vehicle is a drive-through, drive-thru, drive-in or drive-up.

Dwelling unit.

A building or portion of a building which is arranged, occupied, or intended to be occupied as living quarters of a family and including facilities for food preparation and sleeping.

Dwelling, multiple family.

Any building or portion thereof which is designed, rented, leased, or let to be occupied as two or more dwelling units or apartments of [or] which is occupied as a home or residence of two or more families.

Dwelling, single-family.

A detached building, but not a mobile home, manufactured housing or RV, having accommodations for and occupied by not more than one family, located on a lot or separate building tract, and having no physical connection to a building located on any other separate lot or tract.

Equestrian boarding.

A business consisting of a minimum of two (2) acres and up to five (5) acres for the boarding of a maximum of two (2) horses per acre regardless of ownership, that receives compensation through the boarding of horses. On lots greater than five (5) acres no such limit shall be imposed.

Equestrian facilities.

A facility or place used for horse boarding, including equestrian pasture boarding, horse training, riding lessons, horse breeding, horse rescue or horse shows. The facility may contain a riding arena provided the arena does not exceed 10% of the total lot size or a maximum of 20,000 square feet regardless of the size of the lot.

Family.

One or more persons related by blood, marriage, or adoption; or a group not to exceed four (4) persons not all related by blood or marriage, adoption or guardianship, occupying a dwelling unit.

Farm or ranch.

An area which is used for growing of usual farm products, vegetables, fruits, trees, and grain and for the raising thereon of the usual farm poultry and farm animals such as horses, cattle, and sheep and including the necessary accessory uses for raising, treating, and storing products raised on said premises, but not including the commercial feeding or the feeding of garbage to swine or other animals and not including any type of agricultural or husbandry specifically prohibited by ordinance or law.

Farmer's market.

The retail sale of farm produce by individual vendors for the primary purpose of selling fruits, vegetables, herbs, spices, edible seeds, nuts, live plants, flowers and honey, where such produce, or its portion, is not grown on the premises.

Commented [KS7]: Courtney Morris will look into definition as it pertains to cottage food laws. Concerns regarding herbs and spices

Floor area.

The total square feet of floor space within the outside dimensions of a building including each floor level, but excluding porches, carports, garages or unfinished cellars.

Commented [CM8R7]: No change recommended

Garage, auto repair.

A building or portion thereof whose principal use is for the repair, servicing, equipping, or maintenance of motor vehicles or motor vehicle components, including engines, radiators, starters, transmissions, brakes, tires and wheels, seats, and similar components.

Halfway house.

A residence for former mental patients, convicts, or recovering drug users or alcoholics that serves as a transitional environment between confinement and the return to society.

Home occupation.

A business, occupation, or profession conducted wholly within an allowable residential building and dwelling unit by only the residents thereof, and which shall have the following characteristics:

- (1) The activity shall employ only members of the immediate family of the resident of the dwelling unit.
- (2) There shall be no external evidence of the occupation detectable at any lot line, said evidence to include, advertising signs, or displays, smoke, dust, noise, fumes, glare, vibration, electrical disturbance, storage of materials or equipment, or traffic or parking of vehicles in a manner evidencing the conduct of a business or that creates a nuisance to persons of ordinary sensibilities that occupy surrounding properties.

Hospital.

A legally authorized institution in which there are complete facilities for diagnosis, treatment, surgery, laboratory, X-ray, and the prolonged care of bed patients. Clinics may have some but not all of these facilities.

HUD-code manufactured home.

A structure, constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development (HUD), transportable in one or more sections, which, in the traveling mode, is eight (8) body feet or more in width or forty (40) body feet or more in length, or, when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems. The term does not include a recreational vehicle as that term is defined by 24 CFR section 3282.8(g).

Commented [KS9]: Double check status of state legislation related to HUD manufactured or industrialized homes

Commented [CM10R9]: No change recommended

Kennel.

Any business or establishment other than a veterinary hospital, whether operated separately or in connection with another business or establishment, that keeps, breeds and/or boards and/or trains dogs and/or cats for profit. Veterinary hospitals shall not be considered a kennel, unless such hospitals contain pens or facilities for housing, boarding, breeding, training, harboring, or keeping dogs, cats or other domesticated animals, swine, equine, or other livestock or animals other than, or in addition to, short-term care incidental to the hospital use. Kennels must be established, maintained and operated in compliance with all applicable zoning and land use regulations of the city.

Livestock.

Any horses, mules, donkeys, ponies, cattle, sheep, goats, hogs, pigs, of any and all kinds regardless of sex.

Lot.

Land occupied or to be occupied by a building(s) and its accessory building including such open spaces as are required under this chapter and having its principal frontage upon a public street or officially approved place.

Commented [KS11]: Add (s) to building

Commented [JH12R11]: Added (s)

Lot depth.

The distance, measured in a straight line, between the front lot line and the rear lot line measured at the respective midpoints of the front lot line and the rear lot line.

Lot Depth Illustration

[\[Image\]](#)

Lot flag.

A lot of irregular shape with reduced frontage along a public or private street with dimensions that are otherwise adequate at the building lines.

[Image]

Lot lines.

The lines bounding a lot as defined herein.

- (1) Lot line, front. A "front lot line" is that boundary of a building lot which is the line of an existing or dedicated street. Upon corner lots, either street line may be selected as the front lot line providing that a front and rear yard are provided adjacent and opposite, respectively, to the front lot line.
- (2) Lot line, rear. The "rear lot line" is that boundary of a building lot which is the most distant from and is, or is most nearly, parallel to the front lot line.
- (3) Lot line, side. A "side lot line" is that boundary of a building lot which is not a front lot line or a rear lot line.

Lot of record.

A lot which is part of a subdivision, the plat of which has been recorded in the office of the county Clerk by the city prior to the adoption of this chapter May 1, 1995

Lot width.

The width of a lot, measured in a line generally parallel to the front property line at the front building line setback line.

Lot Width Illustration

[Image]

Main building.

The building or buildings on a lot which are occupied by the primary user.

Major retail development.

A singular retail establishment or shopping center that involves any one, or a combination of the following and as defined herein:

- (1) New construction of a singular retail sales establishment that is greater than 20,000 gross square feet in size;
- (2) New construction of a shopping center on a parcel or combination of parcels comprising ten acres or larger; or
- (3) Expansion to a singular retail sales establishment or shopping center existing as of the effective date of adoption of this chapter May 1, 1995 and which said expansion will increase the square footage of a singular retail sales establishment to become more than 20,000 gross square feet in area or increase the size of a shopping center to more than ten acres.

Man Cave/She Shed.

Commented [KS13]: Add that the plat has been filed by the city

Commented [KS14]: Change to county

Commented [JH15R14]: DoneDone

Commented [KS16]: Add adoption date. Courtney Morris will double check if the adoption is referring to 1995

Commented [JH17R16]: Struck through adoption of chapter added May 1, 1995

Commented [KS18]: Double check the term "primary"

Commented [JH19R18]: Struck Through

Commented [KS20]: Add adoption date

Commented [JH21R20]: Struck through adoption of chapter added May 1, 1995

Commented [JH22]: Added definition Man Cave/She shed

An accessory building designed to give privacy, separation, and a place to express individuality away from the main structure. Man Cave/ She Shed may be conditioned, or unconditioned space, ~~May may~~ include areas used for relaxation, entertaining, bar area, storage, and sanitation, ~~but~~ shall not include spaces for sleeping, or the preparation of food.

Masonry.

An exterior building material which includes: Brick of a minimum three and one-half inch (3-1/2") nominal thickness, stone with a minimum average thickness of two inches (2") or stucco.

Mobile home.

A structure that was constructed before June 15, 1976, transportable in one or more sections, which, in the traveling mode, is eight (8) body feet or more in width or forty (40) body feet or more in length, or, when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems.

Mobile home park.

Any premises on which one or more mobile homes are parked or situated and used for living or sleeping purposes, or any premises used or held out for the purpose of supplying to the public a parking space for one or more mobile homes whether such vehicles stand on wheels or on rigid supports. A trailer park is a mobile home park.

Museum, library or art gallery (public).

An institution for the collection, display and distribution of books and objects of art, or science and sponsored by a public or quasipublic agency and open to the general public.

Nonconforming.

A building, structure, or use of land lawfully occupied at the time of the ~~effective date of this chapter~~ May 1, 1995 or amendments thereto, and which does not conform to the use ~~of~~ for the regulations of the district in which it is situated.

Noxious matter.

A material which is capable of causing injury to living organisms by chemical reaction or is capable of causing detrimental effects upon the physical or economic well-being or comfort of humans.

Nuisance.

An unreasonable or unlawful use of property that results in material annoyance, inconvenience, discomfort, or injury to another person or to the public. The unlawful use may involve doing something (for example, piling garbage on residential property) or failing to do something (for example, cutting or removing noxious weeds from residential property).

Nursing home facility (also termed skilled nursing facility, convalescent home, assisted living, memory care facility or long-term care facility.)

A facility providing primarily inpatient health care, personal care or rehabilitative services over a long period of time to persons chronically ill, aged, or disabled who need ongoing health supervision and such facilities comply with the required state licensing, if any.

Occupancy.

The use or intended use of the land or building by proprietors or tenants.

Office, general business or professional.

Commented [KS23]: Add adoption date

Commented [JH24R23]: Struck through adoption of this chapter added May 1, 1995

Commented [KS25]: Change to "for" instead "of"

Commented [JH26R25]: Done

Commented [JH27R25]: Added Nuisance for effect, this belongs in chapter 8 not chapter 14.

An establishment providing administrative, business, executive, management or professional services, but not involving medical or dental services or the sale of merchandise, except as incidental to a permitted use.

Office, medical or dental.

An office or group of offices for one or more physicians, surgeons, dentists or other health-care professionals to treat sick or injured patients who do not remain overnight.

Open space or open areas.

Area included in any side, rear, or front yard or any unoccupied space on the lot that is open and unobstructed to the sky except for the ordinary projections of cornices, eaves, or porches.

Open storage.

The storage of any equipment, machinery, commodities, raw or semi-finished materials, and building materials, not accessory to a residential use, which is visible from any point on the building lot line when viewed from ground level to six feet above ground level.

Public, Park, playground, community center.

An open recreation facility or park owned and operated by a general public agency and available to the general public. Any publicly owned park, playground, parkway, greenbelt, or roadway within the jurisdiction and control of the city.

Commented [KS28]: Combine definition with public park definition as one definition

Commented [JH29R28]: Combined definitions

Parking space.

A surface area, enclosed or unenclosed, sufficient in size to store one automobile together with a surface driveway connecting the parking space with the street or alley and permitting ingress or egress of an automobile.

Pet.

A domesticated animal kept for companionship or pleasure that includes any dogs, cats, birds, rodents, of any and all kinds regardless of sex, and those similar in nature and function.

Pet boarding.

Commercial establishment which provides accommodations, feeding and general care for pets.

Plat.

A plan of a subdivision of land creating building lots or tracts and showing all essential dimensions and other information essential to comply with the subdivision standards of the city and subject to approval by the planning and zoning commission. Reference to a plat in this chapter means an official plat of record which has been approved by the planning and zoning commission and filed in the plat records of the county.

Pool House.

An accessory building designed to enhance the poolside experience by minimizing the need to enter the ~~actual primary residence~~ house during pool time. A pool house may be conditioned, or unconditioned space, and ~~may~~ include spaces for entertaining guests, game rooms, bar area, storage, and sanitation including full shower and/or bathtub. A pool house shall not include spaces for sleeping, or the preparation of food.

Commented [JH30]: Added definition pool house

Premises.

Land together with any buildings or structures occupying it.

Primary or Principle Building.

Commented [JH31]: Added principle building

Commented [JH32R31]: Struck Through

The building or buildings on a lot which are occupied by the primary user or tenant.

Public park.

~~Any publicly owned park, playground, parkway, greenbelt, or roadway within the jurisdiction and control of the city.~~

Recreation area.

A privately owned park, playground, or open space maintained by a community club, property owners' association, or similar organization.

Refueling station.

Any building or premises used for the dispensing, sale, or offering for sale at retail any automobile fuels, oils, propane, natural gas, or electrical recharging. If the dispensing, sale, or offering for sale is incidental to a public garage, the premises shall be classified as a public garage.

Registered family home.

- (1) A home that is registered with the Texas Department of Family Protective Services ("TDFPS") and that provides regular care in the caretaker's own residence for not more than six children under 14 years of age, excluding children who are related to the caretaker, and that provides care after school hours for not more than six additional elementary school children, but the total number of children, including children who are related to the caretaker, does not exceed 12 at any given time.
- (2) The term does not include a home that provides care exclusively for any number of children who are related to the caretaker. For purposes of this definition regular care means care that is provided at least:
 - (A) Four hours a day, three or more days a week, for three or more consecutive weeks; or
 - (B) Four hours a day for 40 or more days in a period of 12 months.

Residence.

Same as a dwelling; also, when used with "district," an area of residential regulations.

Restaurant or cafeteria.

An eating establishment where service is provided to customers at tables and not involving service of food to customers in automobiles.

Retail sales establishment.

An establishment or place of business primarily engaged in selling goods directly to the consumer, where such goods are generally available for immediate purchase and removal from the premises by the purchaser.

Retirement home/senior independent living facility.

A multifamily dwelling complex or similar living arrangements that is age restricted for senior citizens but which is not an assisted-living center or long-term care facility.

School, private.

A school under the sponsorship of a private agency or corporation other than a public agency.

School, public or parochial.

A school under the sponsorship of a public or religious agency having a curriculum generally equivalent to public elementary or secondary schools, but not including private, trade, or commercial schools.

Schools, trade and commercial.

Establishments, other than public or parochial schools, private primary or secondary schools, or colleges, offering training or instruction in a trade, art, or occupation.

Screening device.

A barrier of stone, brick, pierced brick or block, uniformly colored wood, or other permanent material of equal character, density, and acceptable design at least four (4) feet in height, where the solid area equals at least sixty-five percent (65%) of the wall surface, including an entrance gate or gates; or foliage of an acceptable type with a density that will not permit through passage; or an acceptable combination of these materials. Such screening device shall be continuously maintained.

~~Servant's quarters.~~

~~An accessory building or portion of a main residential building located on the same lot as the principal residential building, occupied only by such persons and their families as are employed full time by the occupants of the principal residence.~~

Commented [KS33]: Needs to be removed and codified

Commented [JH34R33]: Struck through

Shopping center.

A grouping of two (2) or more commercial units built primarily for retailing purposes on common property planned, developed, owned or managed as a unit with common off-street parking provided on the same site. For purposes of this chapter, a neighborhood shopping center shall be considered to be a shopping center primarily serving adjacent residential area.

Specific use.

A means for developing certain designated uses in a manner in which the specific use will be compatible with the adjacent property and consistent with the character of the neighborhood.

Stadium or playfield, public.

An athletic field or stadium owned and operated by a public agency for the general public including a baseball field, football field or stadium.

Street.

An area for vehicular traffic whether designated as a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place or otherwise designated.

Street line.

A dividing line between a lot, tract, or parcel of land and contiguous street.

Structural alterations.

Any change in the supporting member of a building, such as a bearing wall, column, beams, or girders.

Toxic materials.

Those materials which are capable of causing injury to living organisms by chemical means when present in relatively small amounts.

Use.

The purpose or activity for which the land, or building thereon, is designed, arranged, or intended, or for which it is occupied and maintained, and shall include any manner of such activity with respect to the standards of this chapter.

Use, principal.

The main use of land or buildings as distinguished from a subordinate or accessory use.

Utility facilities, private or franchised.

A nonpublic utility requiring specific facilities in residential areas or on public property such as heating, cooling, or communications not customarily provided by the municipality or the normal franchised utilities.

Yard.

An open space other than a courtyard, on the lot on which a building is situated and which is open and unobstructed from a point forty (40) inches above the general ground level of the graded lot to the sky, except as provided for roof overhang, similar special building features and other accessory structures as provided for in this code.

Yard, front.

An open, unoccupied space on a lot facing a street extending across the lot between the side lot lines and from the front building line to the street.

Yard, rear.

An open, unoccupied space from the rear building line extending across the rear of a lot from one side lot line to the other side lot line to the rear property line.

Yard, side.

An open, unoccupied space or spaces between the property line and the side building line that would not be consider front yard or rear yard that extends between the front building line and the rear building line.

**Yard &
Building,
Line
Illustrations**

[\[Image\]](#)

Zoning district map.

The official certified map upon which the boundaries of the various districts are drawn and which is an integral part of the zoning ordinance.

(Ordinance 2012-05-00715, sec. 2, adopted 5/17/12; Ordinance 2012-06-00718, sec. 1, adopted 6/21/12; Ordinance 2012-10-00737 adopted 10/4/12; Ordinance 2013-07-00760 adopted 7/18/13; Ordinance 2015-08-00816 adopted 8/20/15; Ordinance 2016-03-0832 adopted 3/3/16; Ordinance 2016-04-00835 adopted 4/7/16; Ordinance 2018-03-00876 adopted 3/1/18; Ordinance 2022-05-00953 adopted 5/19/22; Ordinance 2022-08-00535 adopted 9/1/2022)

§ 14.01.005 Compliance with the regulations.

Except as herein specifically provided:

- (1) No land shall be used except for a purpose permitted in the district in which it is located.
- (2) No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered, nor shall any building be used, except for a use permitted in the district in which such building is located.
- (3) No building shall be erected, converted, enlarged, reconstructed, or structurally altered to exceed the height limit herein established for the district in which such building is located.
- (4) No building shall be erected, converted, enlarged, reconstructed, or structurally altered except in

conformity with the area regulations of the district in which such building is located.

- (5) No building shall be erected, converted, enlarged, reconstructed, or structurally altered to the extent specifically provided herein except in conformity with the off-street parking and loading regulations provided herein for the use for which the building is intended.
- (6) The minimum yards, parking spaces, and open area, including lot area per dwelling unit, required by this chapter for each and every building existing at the time of passage of this chapter or for any building hereafter erected, shall not be encroached upon or considered as part of the yard or parking, nor shall any lot area be reduced below the requirements of this chapter for the district in which such lot is located.
- (7) Every building hereafter erected or structurally altered shall be located on a building lot as herein defined and, except as specifically provided herein, there shall not be more than one main building on one (1) lot.
- (8) No construction of any sewer system, sanitary landfill, public utility, or facility for the treatment of wastewater in any part of the city or its extraterritorial jurisdiction and within 2,000 feet (2000') of Lake Lavon shall be permitted.
- (9) All lots shall front on a street and all lots shall have street frontage of not less than 50% of the required width at the front building line, but not less than forty feet (40)'; No lot shall be landlocked.

Commented [JH35]: Added but not less than 40'

(1995 Code, sec. 9-5; Ordinance 2022-08-00535 adopted 9/1/2022)

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

ARTICLE 14.02 ADMINISTRATION

Division 1 Generally

§ 14.02.001 Enforcement and penalties.

Any person, firm, corporation, or political subdivision who violates any of the provisions of these regulations shall be guilty of a misdemeanor and, upon conviction in the municipal court, shall be subject to a fine of not more than two thousand dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense and such violation is hereby declared to be a common nuisance which may be abated by the city in any manner authorized by law, including injunction and an action for damages.

(1995 Code, sec. 9-6)

§ 14.02.002 through § 14.02.030. (Reserved)

Division 2 Board of Adjustment

§ 14.02.031 Members and terms of office.

- (a) There is hereby created a board of adjustments consisting of five (5) regular members and (2) alternate members who shall be appointed by the city council. The members shall serve for a period of two (2) years and until their successors are duly appointed and qualified. Members may be removed for cause by the city council upon written charges and after public hearing. A vacancy for the unexpired term of any member will be filled in the same manner as the original appointment was made.
- (b) The members of the board of adjustments shall meet the requirements of section 1.05.001 of this code.

(Ordinance 2016-01-00826, sec. 3, adopted 1/7/16)

§ 14.02.032 Meetings.

The board of adjustments will have the authority to adopt rules consistent with state law. Meetings of the board of adjustments shall be held at the call of the chairman and at such other times as the board of adjustments may determine. The chairman or, in his absence, the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings of the board of adjustments shall be open to the public. The board of adjustments City shall keep minutes of its proceedings, showing the vote of each member upon each question or, if absent or failing to vote, indicate such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the board of adjustments and shall be a public record.

(Ordinance 2016-01-00826, sec. 3, adopted 1/7/16)

§ 14.02.033 Quorum and voting.

Cases must be heard by a minimum of seventy-five percent (75%) of the members of a board panel. The concurring vote of 75% of the members of a panel is necessary to:

- (1) Reverse an order, requirement, decision, or determination of an administrative official involving the interpretation or enforcement of the zoning ordinance;

Commented [KS1]: Needs to be changed to the city, not the board

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- (2) Decide in favor of an applicant on a matter on which the board is required to pass under state law, the city charter, or city ordinance; or
- (3) Authorize a variation from the terms of the zoning ordinance. For purposes of this section, administrative official means that person within a city department having the final decision-making authority within the department relative to the zoning enforcement issue.

(Ordinance 2016-01-00826, sec. 3, adopted 1/7/16)

§ 14.02.034 Powers and duties.

- (a) The board of adjustments shall have the authority, subject to the standards established in chapter 211 of the Texas Local Government Code, as amended, and those established herein, to exercise the following powers and perform the following duties:
 - (1) To hear and decide an appeal that alleges error in an order, requirement, decision, or determination made by an administrative official in the enforcement of this chapter or an ordinance adopted under this chapter;
 - (2) To interpret the intent of the zoning district map when uncertainty exists because the actual physical features differ from those indicated on the zoning district map and when the rules set forth in the zoning district boundary regulations do not apply;
 - (3) To hear and decide special exceptions that are expressly provided for in this chapter;
 - (4) To grant variances from the front yard, side yard, rear yard, lot width, lot depth, lot coverage, floor area for structures accessory to single-family uses, height, minimum sidewalks, off-street parking or off-street loading, or landscape regulations provided that:
 - (A) The variance is not contrary to the public interest and, due to special conditions, a literal enforcement of the ordinance would result in unnecessary hardship, and so that the spirit of the ordinance is observed and substantial justice is done;
 - (B) The variance is necessary to permit development of a specific parcel of land that differs from other parcels of land by being of such a restrictive area, shape, or slope that it cannot be developed in a manner commensurate with the development upon other parcels of land with the same zoning; and
 - (C) The variance is not granted to relieve a self-created or personal hardship, nor for financial reasons only, nor to permit any person a privilege in developing a parcel of land not permitted by this section to other parcels of land with the same zoning.
 - (5) Hear and decide special exceptions to the requirements when necessary or appropriate to:
 - (A) Permit the erection and use of a building or the use of premises for railroads if such uses are in general conformance with any master plan and present no conflict or nuisance to adjacent properties.
 - (B) Permit a public utility or public service structure or building in any district with a ground area or of a height at variance with those provided for in the district in which such public utility or public service building is permitted to be located, when found reasonably necessary for the public health, convenience, safety, or general welfare.
 - (C) Grant a permit for the extension of a height or area regulation into an adjoining district which divides a lot into a single ownership on the effective date of this chapter.
 - (D) Permit the reconstruction of a nonconforming building which has been damaged by explosion, fire, act

of God, or the public enemy, to the extent of more than fifty percent (50%) of its fair market value, where the board finds some compelling necessity requiring a continuance of the nonconforming use and the primary purpose of continuing the nonconforming use is not to continue a monopoly.

- (E) Waive or reduce the parking and loading requirements in any of the districts whenever the character or use of the building is such as to make unnecessary the full provision or [of] parking or loading facilities, or where such regulations would impose an unreasonable hardship upon the use of the lot, as contrasted with merely granting an advantage or a convenience.
- (F) Determine, in cases of uncertainty, the classification of any use not specifically named in this chapter.
- (b) In exercising its authority, the board may reverse or affirm, in whole or in part, or modify the administrative official's order, requirement, decision, or determination from which an appeal is taken and make the correct order, requirement, decision, or determination, and for that purpose has the same authority as the administrative official.

(Ordinance 2016-01-00826, sec. 3, adopted 1/7/16)

§ 14.02.035 Appeals.

- (a) Procedure. A decision made by an administrative official of the city may be appealed to the board of adjustment by a person aggrieved by the decision or by any officer, department, board or bureau of the city affected by the decision. Such appeal shall be made by filing a notice of appeal with the office of the board and with official from whom the appeal is taken specifying the grounds thereof. The office, official or department from which the appeal is taken shall forthwith transmit to the board of adjustment all of the papers constituting the records upon which the action appealed from was taken. The appeal must be filed within twenty (20) days after the date of the decision of the administrative official from which the appeal is taken.
- (b) Stay of proceedings. An appeal shall stay all proceedings in furtherance of the action appealed from unless the official from whom the appeal is taken certifies in writing to the board facts supporting the official's opinion that a stay would cause imminent peril to life or property. In such case, the proceedings may be stayed only by a restraining order granted by the board or by a court of record on application, after notice to the official, if due cause is shown.
- (c) Notice of hearing on appeal. The board shall set a reasonable time for the hearing on the appeal or other matter referred to it, and shall mail notices of such hearing to the petitioner and to the owners of property lying within ~~two hundred feet (200')~~ five hundred feet (500') or less of street frontage of any point of the lot or portion thereof on which a variation is desired. The city shall give public notice of the hearing and due notice to the parties in interest. A party may appear at the appeal hearing in person or by agent or attorney. The board shall hear and decide the appeal within a reasonable time. Notice of such hearings may be sent by the board in writing, properly addressed to the last known addresses of the proper parties, and such notices shall be deemed complete when deposited in the mail.

Commented [KS3]: Make it consistent with 500 feet
Commented [JH4R3]: Changed, former crossed out

(Ordinance 2016-01-00826, sec. 3, adopted 1/7/16)

§ 14.02.036 Decisions.

- (a) Every decision of the board shall be final, subject, however, to such remedy as any aggrieved party might have at law or in equity. The decision shall be in writing and shall indicate the vote upon the decision. Every decision shall be promptly filed in the office of the ~~building official~~ city secretary, and shall be open to the public for inspection. A true and correct copy of the decision shall be sent by mail or otherwise to the appellant and a copy shall be publicly posted in the office of the ~~building official~~ city secretary for two (2) weeks after the filing thereof.

Commented [KS5]: Courtney Morris will clean up sections
Commented [KS6]: Change to the city secretary
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Commented [KS8]: Change to city secretary
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- (b) The board shall in every case reach a decision without unreasonable or unnecessary delay.
- (c) If a decision of the board reverses or modifies a refusal, order, or disallowance of the building official, or varies the application of any provision of this code, the building official shall immediately take action in accordance with such decision.
- (d) Any person, firm, or corporation aggrieved by any decision of the board may present to a court of competent jurisdiction a petition duly verified setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality. Unless such verified petition (appeal) shall be presented to the court within ten (10) days of the date that the decision of the board is filed with the city secretary, the decision of the board shall become final.

(Ordinance 2016-01-00826, sec. 3, adopted 1/7/16)

§ 14.02.037 through § 14.02.059. (Reserved)

Division 3
Changes and Amendments

§ 14.02.060 **Zoning upon annexation.**

- (a) All territory hereinafter annexed to the city shall be classified as “AO” Agricultural until other zoning is established by the city. The procedure for establishing zoning other than “AO” for annexed territory shall conform to the procedure set forth in this division.
- (b) Following annexation, the city shall schedule public hearings to zone the recently annexed land.
- (c) In an area classified as “AO” Agricultural:
 - (1) No permit for the construction of a building or use of land shall be issued by the Building Official other than a permit which will allow the construction of a building or use permitted in the “AO” District, unless and until such territory has been classified in a zoning district other than the “AO” District, by the city council in the manner prescribed by this division.
 - (2) An application for a building permit for any proposed use other than those specified in the “AO” District must be made to the building official of the city within three (3) months after annexation. If the applicant shows that plans and other preparation for developing the property commenced prior to annexation by the city, the city council may authorize the construction of the project by a majority vote. The action of the city council concerning any such permit shall take into consideration the appropriate land use for the area. Upon approval by the city council, the city manager shall notify the building official.

Commented [KS10]: Change to "AO"?

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(Ordinance 2008-10-00631 adopted 10/16/08)

§ 14.02.061 **Declaration of policy.**

- (a) The council declares the enactment of these regulations governing the use and development of land, buildings, and structures as a measure necessary to the orderly development of the community. Therefore, no change shall be made in these regulations or in the boundaries of the zoning districts except:
 - (1) To correct a manifest error in the regulations or map;
 - (2) To recognize substantial changed or changing conditions or circumstances in a particular locality; or
 - (3) To recognize substantial changes in technology, the style of living, or manner of doing business.

- (b) Every proposal to amend these regulations shall be considered in light of the above declaration of policy and by the purposes enumerated in the preamble of these regulations.

(1995 Code, sec. 9-7)

§ 14.02.062 Authority to amend.

The council from time to time, after receiving a final report thereon by the commission and after public hearings required by law, may amend, supplement, or change the regulations herein provided or the boundaries of the zoning districts. Any amendment, supplement, or change may be ordered for consideration by the council, be initiated by the commission, or be requested by proposal of the owner of the property or by a person holding a lease on the property with the consent of its owner. The commission on its own motion or on request of council may initiate consideration of a change in any district boundary or zoning regulation whenever it finds that public benefit will derive from consideration of such matter.

(1995 Code, sec. 9-8)

§ 14.02.063 Procedure.

- (a) Proposal required. Every proposal to amend these regulations shall be considered in light of the above declaration of policy and by the purposes enumerated in section **14.01.002** (Interpretation and purposes).
- (b) Public hearing and notices.
 - (1) Prior to making its report to the council, the commission shall hold at least one public hearing thereon.
 - (2) Written notice of all public hearings on proposed changes in district boundaries shall be sent to all owners of property, or to the person rendering the same for city taxes, located within five hundred feet (500') of any property affected thereby before the 15th day before such hearing is held. Such notice may be served by using the last known address as listed on the city roll and depositing the notice, postage prepaid, in the United States mail.
 - (3) Posting of property. Not less than fifteen (15) or more than forty-five (45) days prior to the date set for the public hearing on any proposed changes in district boundaries, the city shall erect at least one (1) notification sign on the affected property. Such sign(s) shall be erected within twenty-five (25) feet of whatever boundary line of such land that abuts the street of the advertised address. If no public road abuts thereon, then such sign shall be erected along the nearest opened public right-of-way. Signs shall be erected in such a manner as may be most readily seen by the public. Each sign shall indicate a proposed land use change, a public hearing will be held, the telephone number to call and the website to visit for further information. If the affected land includes more than one (1) tract as shown on a plat recorded in the land records of the county, then a sign shall be erected on the land in each such tract. Any such sign shall be maintained on the property at all times until a decision on the application has been made by the city council.
- (c) Commission report. The commission, after the public hearing is closed, shall prepare its report and recommendations on the proposed change stating its findings and evaluation of the request and of the relationship of the request to the city plan at such time as the city plan has been adopted by council. The commission may defer its report for not more than ninety (90) days until it has had opportunity to consider other proposed changes which may have a direct bearing thereon. In making its determination, the commission shall consider the following factors:
 - (1) Whether the uses permitted by the proposed change would be appropriate in the area concerned;
 - (2) Whether adequate public school facilities and other public services (water, etc.) exist or can be provided to serve the needs of additional structures likely to be constructed as a result of such change and the consequences of such change;

Commented [KS12]: Make sure numbers are spelled out for consistency

Commented [JH13R12]: Change made

- (3) How other areas designated for similar development will be, or are likely to be, affected if the proposed amendment is approved, and whether such designation for other areas should be modified also.
- (d) Council consideration.
 - (1) Proposal recommended for approval. Every proposal which is recommended favorably by the commission shall be forwarded to the council for setting and holding of public hearing thereon. No change, however, shall become effective until after the adoption of an ordinance for same and its publication as required by law.
 - (2) Proposal recommended for denial. When the commission determines that a proposal should be denied, it shall so report and recommend to the council. No hearing shall be set on the proposal until and unless the council has reviewed the recommendations of the commission, has considered any appeal, as provided below, and has adopted a motion setting the matter for hearing.
 - (3) Appeal procedure. An appeal from the decision of the commission may be taken whenever any party in interest is aggrieved by the action of the commission on a specific proposal. Such appeal shall show that the commission either (a) has been prejudiced in its deliberation or (b) has not been given the opportunity to consider certain information because it could not have been made available to the commission at the time of its public hearing. The following procedure shall be required:
 - (A) The aggrieved party shall reduce to writing his appeal stating specifically how, in his opinion, the commission committed an error. He shall file his appeal with the city secretary and the commission within thirty (30) days following the commission action. The city secretary shall forward the appeal to the council with the regular report of commission action on the subject proposal.
 - (B) Upon receipt of written appeal, the council shall determine whether or not the zoning commission committed error. If the council concludes that certain previously unavailable information should be considered by the commission, it may refer the original proposal and the appeal for a new hearing, new report, and recommendation. If the council concludes that commission prejudice prevents a fair hearing or recommendation, the council may schedule its own hearing on the original proposal and recommendation.
 - (4) Council hearing and notice. The council may from time to time amend, supplement, or change by ordinance the boundaries of the districts or the regulations herein established. A public hearing on such amendment, supplement, or change shall be held by the council. Notice of council hearing shall be given by publication one time in the official paper of the city, stating the time and place of such hearing, which time shall not be earlier than fifteen (15) days from the date of publication.
 - (5) Negative recommendations and written protest. An amendment, supplement, or change shall not become effective except by favorable vote of three-fourths (3/4) of all members of the council, if:
 - (A) The commission recommends disapproval of the proposed change; or
 - (B) Written protest is filed by the owners of at least 20% of either:
 - (i) Of the area of the lots or land included in such proposed change; or
 - (ii) The area of the lots or land immediately adjoining the area of such proposed change and extending five hundred feet (500') therefrom.

Protests signed by property owners may be filed prior to or at one of the public hearings conducted by either the commission or the council. Written protests filed with the commission shall be forwarded to the council with the commission's recommendation.

- (C) In computing the percentage of land area under subsection (d), the area of streets and alleys shall be included.

(1995 Code, sec. 9-9; Ordinance 2005-08-00532, sec. 1, adopted 8/1/05; Ordinance 2015-08-00816 adopted 8/20/15)

§ 14.02.064 Limitation on reapplication.

When the city council has denied a proposal, or when the applicant has withdrawn his proposal at the commission meeting thereon, no new applications of like nature shall be accepted by the city or scheduled for hearing by the commission within a period of twelve (12) months of the date of the council denial or applicant's withdrawal. Provided, however, on receipt of written request by the original applicant stating how conditions have changed substantially in the community since prior consideration of his proposal so as to justify an earlier review of this matter, the city council may waive the mandatory delay period and authorize the acceptance of a new application.

(1995 Code, sec. 9-10)

§ 14.02.065 through § 14.02.080. (Reserved)

Division 4
Specific Use Permits

§ 14.02.081 Generally.

- (a) A specific use permit allows uses compatible with other permitted uses, provided the uses meet the specific criteria established by the city under this section.
- (b) The city council may authorize the granting of a specific use permit, by an affirmative vote, after notice to all parties affected and a public hearing, in accordance with state law, and after recommendation from the planning and zoning commission that the use is in general conformance with the comprehensive plan of the city and containing such requirements and safeguards as are necessary to protect adjoining property.
- (c) Specific use permits shall not be used to legalize nonconforming structures or uses, and shall not be used when a variance, deviation, waiver or minor modification could be used to achieve the same result.
- (d) A development plan shall be submitted concurrently with the application for a specific use permit. However, development plans will not be approved until the specific use permit is approved by the city council. Approval of the specific use permit does not constitute approval of a development plan.
- (e) Uses permitted by a specific use permit shall not be enlarged or substantially modified, structurally altered, or otherwise significantly changed without an amendment to the specific use permit. Amendment to a specific use permit requires the same processes and procedures as an original specific use permit application, specifically, public notice and hearing. Minor changes or alterations or changes that do not alter the basic relationship of the proposed development to adjacent property or expand the use into other portions of the building or property and may be approved by the development services director. Changes or alterations that change the uses permitted, increase the density, building height, coverage of the site, off-street parking ratio, or area regulations are not minor changes and must be considered through the amendment process.
- (f) All recommendations made by the city planning and zoning commission to the city council shall be considered advisory in nature and shall not be binding upon the governing body; the city council shall have the sole and final authority to grant or deny any request for specific use permits.

- (g) The board of adjustment does not have authority to hear an appeal or act on an application for a specific use permit.
- (h) A specific use permit may be granted for those uses indicated by “S” in the schedule of uses chart in section **14.03.801(e)**.
- (i) Refer to article 14.04, division 8, accessory buildings, structures and uses for additional regulations.

(Ordinance 2022-05-00950 adopted 5/5/22)

§ 14.02.082 Application and processing.

- (a) Any individual, partnership, corporation, or group of persons having a proprietary interest in any property, upon proof of such, may file an application with the planning and zoning commission for a specific use permit.
- (b) The application for a specific use permit shall be accompanied by a development plan and sign plan, as applicable. The city shall make available application forms specifying application requirements. The application shall include:
 - (1) A site plan that includes the dimensions, bearings, and street frontage of the property;
 - (2) The location of buildings, structures, and uses;
 - (3) The method of ingress and egress;
 - (4) Off-street parking and loading requirements, as applicable;
 - (5) Screening, lighting, and landscaping, as applicable;
 - (6) A traffic impact analysis if the development services director determines that the analysis is necessary;
 - (7) Any other information the development services director, planning and zoning commission or city council determines necessary for a complete review of the proposed development which may include, but is not limited to additional information or drawings, operating data, expert evaluation, or testimony concerning the location, function, or characteristics of any building or proposed use.
- (c) The planning and zoning commission shall provide notice and hold a public hearing in accordance with section **14.02.063**.
- (d) Following the public hearing by the planning and zoning commission, the commission shall make a recommendation for the city council at the properly noticed public hearing, where the council shall consider the granting or denial of the specific use permit.
- (e) In recommending that a specific use permit be granted, the planning and zoning commission and city council shall determine that such uses are compatible with the building structures and uses of abutting property and other property in the vicinity of the premises under consideration and shall make recommendations for conditions and requirements to be included in the specific use permit. In approving the requested specific use permit, the planning and zoning commission and city council may consider the following:
 - (1) Whether the use is compatible with surrounding existing uses or proposed uses;
 - (2) Whether the use requests by the applicant are normally associated with the permitted uses in the base district;

- (3) Whether the nature of the use is reasonable;
- (4) Whether any negative impact on the surrounding area has been mitigated;
- (5) Any additional conditions specified ensure that the intent of the district purposes is being upheld.
- (f) The conditions and requirements approved by the council shall be set forth in the ordinance granting the specific use permit, including, but not limited to, attached site plan drawings and other depictions of design and use elements.

(Ordinance 2022-05-00950 adopted 5/5/22)

§ 14.02.083 Zoning amendment and limitations.

- (a) Each specific use permit granted under the provisions of this chapter shall be considered as an amendment to the comprehensive zoning regulations applicable to such property. When the city council authorizes granting of a specific use permit, the zoning map shall be amended according to its legend to indicate that the affected area has conditional and limited uses, said amendment to indicate the specific use by an "S" designation.
- (b) In granting any specific use permit, the city council may impose conditions and requirements as necessary and which shall be complied with by the grantee before any building permit is issued and as an ongoing requirement to retain a certificate of occupancy.
- (c) A building permit shall be obtained from the city not later than six (6) months after the effective date of the ordinance granting the specific use permit if new construction is required to comply with the specific use permit, provided however, the director of development services may authorize one extension not to exceed six (6) months.
- (d) If the planning and zoning commission denies an application for a specific use permit, the application will not be considered by the city council unless the applicant requests the application be forwarded to the city council within ten (10) days of the planning and zoning commission denial of the application. If the applicant timely requests the application for specific use permit be forwarded to the city council, approval of the specific use permit by the city council shall require the affirmative vote of seventy-five percent (75%) of the city council.
- (e) Following the denial of a specific use permit, no new application for the same or a substantially similar request shall be accepted within one year of the date of denial unless it is determined by the development services director there has been a substantial change in the area or in the request in which the specific use permit has been requested.

(Ordinance 2022-05-00950 adopted 5/5/22)

§ 14.02.084 Expiration, termination, revocation.

- (a) A specific use permit shall expire if a required building permit has not been issued within the time required in this section, or if a building permit has been issued but has subsequently expired. If a building permit is not required, the specific use permit shall expire six (6) months after the effective date of the ordinance granting the specific use permit if a certificate of occupancy is not obtained. If the specific use permit expires in accordance with this section, the property shall conform to the regulations of the original zoning district of such property.
- (b) A specific use permit shall terminate if the property for which the specific use permit was issued is vacant, or the building or property, though still occupied, is not being used for the purpose for which the specific use permit was granted for a period of six (6) months. The development services director may grant one six (6) month extension upon written request by the owner of the property. Such written

request shall be filed with the development services director no later than 150 days after the onset of the vacancy. If the specific use permit terminates in accordance with this section, the property shall conform to the regulations of the original zoning district of such property.

- (c) A specific use permit may be revoked if the owner fails to meet the conditions and requirements set out in the ordinance granting the specific use permit. Revocation of a specific use permit may be recommended by the planning and zoning commission to the city council after proper notice and public hearing. After proper notice and public hearing, the city council may consider the planning and zoning commission's recommendation for revocation of a specific use permit. If the specific use permit is revoked in accordance with this section, the property shall conform to the regulations of the original zoning district of such property.

(Ordinance 2022-05-00950 adopted 5/5/22)

§ 14.02.085 through § 14.02.110. (Reserved)

Division 5
Final Plans Approval

§ 14.02.111 **Submission of final plans.**

- (a) After approval by the planning and zoning commission of the site plan and landscaping plan ~~(and, in the case of properties in the VC district only, the architectural plan)~~, and the architectural plan, the developer shall, within twelve (12) months thereafter, submit to the city ~~nine (9)~~ three (3) paper copies, one (1) electronic copy and one (1) mailer copy of the final site plan and the final landscaping plan. At the same time, three (3) copies of the final construction plans for the development shall be submitted to the city and three (3) copies of the final construction plans to the city engineer.
- (b) In the event that the developer does not submit final plans within the twelve (12) months, the plans approved by the planning and zoning commission shall be considered as being void and must be resubmitted to planning and zoning commission along with payment of all appropriate fees.
- (c) After acceptance of the final plans by the city council, one (1) set each of the final site plan, the final landscaping plan, and the construction plans shall be returned to the developer signed by the city engineer and the mayor for the city council that the plans are approved for construction.
- (d) All final plans shall be in strict accordance with those approved by the planning and zoning commission including all conditions of approval. It shall be unlawful to issue a building permit prior to final approval of the site plan and landscaping plan by city council. As to proposed development located in the VC district, it shall further be unlawful to issue a building permit prior to approval of final construction plans by the city council.

(1995 Code, sec. 9-150)

Commented [JH14]: Crossed out everything in parenthesis, added architectural plan to all (in the past we only required architectural plan approval in the VC district now we require it in all commercial and light industrial districts).

Commented [JH15]: Changed to three paper copies and added one electronic copy

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City of Lucas

City Council Agenda Request

August 3, 2023

Item No. 11

Requester: City Council

Agenda Item Request

Consider board/commission promotions and/or appointments to fill vacant positions for the following:

- A. Board of Adjustment regular member with a term expiring on December 31, 2024.
- B. Parks and Open Space Board regular member with a term expiring on December 31, 2023.
- C. Planning and Zoning Commission regular member with a term expiring on December 31, 2023.

Background Information

The City of Lucas has received resignation notices from the following board/commission members:

- Ron Poteete who served as a regular member on the Board of Adjustment
- Pam Poteete who served as a regular member on the Parks and Open Space Board
- Adam Sussman who served as a regular member on the Planning and Zoning Commission

There are now three vacancies that need to be filled on City of Lucas boards and commission. City Council may choose to promote an alternate member to a regular member on each board/commission and fill remaining vacancies with appointments from new applicants. City Council may choose to hold interviews of new applicants to be considered for board/commission vacant positions.

Current alternate members on the Board of Adjustment include:

- Alternate Member 1: Helene Langer (term expires December 31, 2024)
- Alternate Member 2: Sean Watts (term expires December 31, 2023)

Current alternate members on the Parks and Open Space Board include:

- Alternate Member 1: John Elliott (term expires December 31, 2024)
- Alternate Member 2: Joan Phillips (term expires December 31, 2024)

Current alternate members on the Planning and Zoning Commission include:

- Alternate Member 1: Chris Bierman (term expires December 31, 2023)
- Alternate Member 2: Frank Hise (term expires December 31, 2024)



City of Lucas City Council Agenda Request August 3, 2023

Item No. 11

Attachments/Supporting Documentation

1. Board/Commission Attendance Records and Volunteer Applications will be sent to City Council as a separate attachment.

Budget/Financial Impact

NA

Recommendation

Staff recommends promoting an alternate member to a regular member on the Board of Adjustment, Parks and Open Space Board, and Planning and Zoning Commission.

Motion

I make a motion to approve promotions and/or appointments for the following:

Board of Adjustment

- Promote Alternate Member _____ to _____ with a term expiring on _____.
- Promote Alternate Member _____ to _____ with a term expiring on _____.
- Appoint _____ as _____ with a term expiring on December 31, 2024.

Parks and Open Space Board

- Promote Alternate Member _____ to _____ with a term expiring on _____.
- Promote Alternate Member _____ to _____ with a term expiring on _____.
- Appoint _____ as _____ with a term expiring on December 31, 2023.

Planning and Zoning Commission

- Promote Alternate Member _____ to _____ with a term expiring on _____.
- Promote Alternate Member _____ to _____ with a term expiring on _____.
- Appoint _____ as _____ with a term expiring on December 31, 2023.



City of Lucas City Council Agenda Request August 3, 2023

Requester: Mayor Jim Olk

Agenda Item Request

Executive Session: An Executive Session is not scheduled for this meeting.

As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney regarding any item on the agenda at any time during the meeting. This meeting is closed to the public as provided in the Texas Government Code.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

City Council Agenda Request

August 3, 2023

Item No. 13

Requester: Mayor Jim Olk

Agenda Item Request

Reconvene from Executive Session and take any action necessary as a result of the Executive Session.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA