AGENDA
WATAUGA CITY COUNCIL
SPECIAL MEETING
MONDAY, SEPTEMBER 16, 2019
CITY HALL COUNCIL CHAMBER, 7105 WHITLEY ROAD
6:30 PM

This notice is posted pursuant to the Texas Open Meetings Act. Notice is hereby given that a **Special City Council Meeting** of the City of Watauga, Texas will be held at which time the following subjects will be discussed and may be acted upon.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE United States and Texas Flags

PUBLIC TESTIMONY Members of the public are invited and encouraged to attend all public meetings of the City Council that are not closed to the public in accordance with the Texas Open Meetings Act. It is the desire of the City Council that citizens actively participate in the City's governance system and processes. Public input to the City Council is encouraged during the Public Testimony, Public Hearings, or Action Item sections of a meeting agenda. Individuals desiring to speak during Public Testimony shall be called upon to speak only after completing a Request to Speak form attached hereto as Annex E. The Request to Speak form for Public Testimony shall be submitted to the administrative staff prior to speaking. Individuals desiring to speak on an agenda item or during a public hearing shall submit the Request to Speak form prior to the introduction of that respective item by the Chair. Once the form is received by administrative staff, the individual shall be recognized and called upon by the Chair prior to speaking. Any public testimony must occur prior to formal action being taken by the City Council. The Chair shall have the power to suspend citizen comments at any time during the meeting to preserve the order and efficiency of the meeting. Reasonable time limitations may be placed on public testimony by the presiding officer in order to conduct an efficient and effective public meeting.

CONSENT AGENDA All of the items on the consent agenda are considered to be self-explanatory by the Council and will be enacted with one motion, one second, and one vote. There will be no separate discussion of these items.

1. Consider action on the July 8, 2019 Regular Council Meeting Minutes.
   Tara Rogers, Deputy City Secretary
   Andrea Gardner, City Manager

2. Consider action to reschedule the November 11, 2019 Regular and Workshop Meetings of the Watauga City Council to November 12, 2019.
   Tara Rogers, Deputy City Secretary
   Andrea Gardner, City Manager

ACTION ITEMS

1. Discuss and consider action to approve a proposed ordinance amending the classifications of the City of Watauga Fire Department to add six (6) Firefighter positions {CAPTION}
   Marcia Reyna, Human Resources and Civil Service Director
   Andrea Gardner, City Manager

2. Discuss and consider action to approve an ordinance amending the Personnel Improvement Plan for Fiscal Years 2020-2024 {CAPTION}

3. Consideration and action on approval of an Ordinance of the City of Watauga, Texas, amending the General Fund Budget for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020; approving supplemental appropriations.{CAPTION}
   Sandra Gibson, CGFO, CGFM, Director of Finance
   Andrea Gardner, City Manager

4. Discuss and consider action on a resolution accepting the SAFER (Staffing for Adequate Fire and Emergency Response) grant award for FY 2018 and authorizing the City Manager to act on behalf of the City to comply with all SAFER Grant requirements associated with the FY 2018 award.
   Shawn Fannan, Fire Chief
   Andrea Gardner, City Manager

5. Discuss and consider action on an ordinance establishing and implementing a program to charge mitigation rates for the deployment of emergency services by the Watauga Fire Department
   Sandra Gibson, CGFO, CGFM, Director of Finance
   Andrea Gardner, City Manager

6. Discuss and consider action authorizing the Mayor to execute an agreement between the City of Watauga and EmergiFire, LLC for Fire/Emergency Response Billing services in a form approved by the City Attorney
   Shawn Fannan, Fire Chief
   Andrea Gardner, City Manager

7. Discuss and consider action authorizing the City Attorney to provide Intermedix notification of the City's intent to cancel the existing Ambulance Billing Services agreement effective January 26, 2020
   Shawn Fannan, Fire Chief
   Andrea Gardner, City Manager

8. Discuss and consider action authorizing the Mayor to execute a specialized professional services agreement between Emergicon, LLC and the City of Watauga for ambulance billing services in a form approved by the City Attorney
   Shawn Fannan, Fire Chief
   Andrea Gardner, City Manager

9. Discuss and consider action to authorize the Mayor to execute a Business Associate Agreement between the City of Watauga and Emergicon, LLC in a form approved by the City Attorney
Shawn Fannan, Fire Chief
Andrea Gardner, City Manager

10. Discuss and consider action to approve a sales order with Emergicon, LLC for ESO software services paid by Emergicon, LLC through a Service Provider Agreement with ESO on behalf of the City of Watauga
Shawn Fannan, Fire Chief
Andrea Gardner, City Manager

EXECUTIVE SESSION The City Council will convene in executive session pursuant to (Texas Open Meetings Act), Chapter 551 of the Texas Government Code, Section 551.074 to deliberate upon and discuss personnel matters and Section 551.071 consultation with City Attorney

1. The City Council shall recess its Regular Session and reconvene in Executive Session to discuss the following items pursuant to the below referenced section of the Texas Government Code: 1) Section 551.074 (Personnel) to deliberate regarding the duties of the City Manager (Andrea Gardner); and 2) Section 551.071 (Consultation with Attorney) to seek the advice of its attorney related to recent pubically made allegations or irregularities during the last City Council election

ADJOURNMENT

<u>Meeting Notices and Reservation of Rights</u>
The City Council may retire to executive session any time between the meeting's opening and adjournment for the purpose of consultation with legal counsel pursuant to Chapter 551.071 of the Texas Government Code; discussion of personnel matters pursuant to Chapter 551.074 of the Texas Government Code if the requisite information is otherwise posted; deliberation regarding real property pursuant to Chapter 551.072 of the Texas Government Code; deliberation regarding economic development negotiations pursuant to Chapter 551.087 of the Texas Government Code; and/or deliberation regarding the deployment, or specific occasions for implementation of security personnel or devices pursuant to Chapter 551.076 of the Texas Government Code (as applicable) when determined necessary by the to address a subject matter on the agenda. Action, if any, will be taken in open session.

This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

Attendance by Other Elected or Appointed Officials: It is anticipated that members of other governmental bodies, and/or city council, boards, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the body, board, commission and/or committee. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a possible meeting of the other body, board, commission and/or committee, whose members may be in attendance, if such numbers constitute a quorum. The members of the city council, boards, commissions and/or committees may be permitted to participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that city council, body, board, commission or committee subject to the Texas Open Meetings Act.

NOTICE

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT (817) 514-5825, OR FAX (817) 514-3625.

I, Andrea Gardner, City Secretary for the City of Watauga, hereby certify that this agenda was posted on the bulletin boards at City Hall, 7105 Whitley Road, Watauga, Texas, on Friday, September 13, 2019 before 6:30 p.m., in accordance with Chapter 551 of the Texas Government Code.

Andrea Gardner, City Secretary

CITY OF WATAUGA, TEXAS

AGENDA MEMORANDUM

DATE: September 11, 2019

TO: Honorable City Council Members

FROM: Tara Rogers, Deputy City Secretary

SUBJECT: Consider action on the July 8, 2019 Regular Council Meeting Minutes.

BACKGROUND/INFORMATION:
This item contains the draft for Meeting Minutes for Council review and approval.

FINANCIAL IMPLICATIONS:
N/A

RECOMMENDATION/ACTION DESIRED:
Respectfully recommend the Council review and take action on the item presented.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:
1. 07082019 REG CC MIN

REVIEWED BY:

Tara Rogers, Deputy City Secretary	Approved - 9/11/2019
Andrea Gardner, City Manager	Final Approval - 9/11/2019

Approved as to form for inclusion on Agenda

MINUTES
WATAUGA CITY COUNCIL
REGULAR MEETING
MONDAY, JULY 8, 2019
CITY HALL, COUNCIL CHAMBER, 7105 WHITELY ROAD
6:30 PM

CALL TO ORDER

The City Council of the City of Watauga, Texas convened the Regular Meeting at 6:56 p.m. with the following members present:

Mayor	Arthur L. Miner
Council Member, Place 1	Scott Prescher
Council Member, Place 3	Lovie Downey
Council Member, Place 4	Andrew Neal
Council Member, Place 5	Juanita King
Council Member, Place 7	Kim Irving

and

Andrea Gardner, City Manager
George Hyde, Interim City Attorney
Terri Johnson, Interim City Secretary
Tara Rogers, Deputy City Secretary
Keith Hartman, Assistant Chief of Police
Shawn Fannan, Fire Chief
Sandra Gibson, Director of Finance
Paul Hackelman, Director of Public Works
Marcia Reyna, Director of Human Resources/Civil Service
Lana Ewell, Library Director
Sal Torres, Parks Director
Bradley Fraley, Chief Information Officer/PIO

With

Council Member Place 6, Mayor Pro Tem, Mark Taylor and Council Member Tom Snyder, absent with notice.

INVOCATION
Council Member Kim Irving gave the invocation.

PLEDGE OF ALLEGIANCE
Mayor Arthur L. Miner led the pledges of allegiance to the United States flag and the State of Texas flag.

ANNOUNCEMENTS

City Manager, Andrea Gardner made 2 announcements.

1. Thursday, July 11, 2019, at 3:00 p.m.- There will be a reception held for the outgoing council members. This is open to the public.
2. The local Target donated a $5000.00 grant to the Police Department towards the "Hero and Helpers" program.

DISCUSSION AND APPROVAL OF MEETING AGENDA

1. Consideration and action on approval of meeting agenda

   Council Member Downey made a motion to accept the agenda as presented.

   Council Member Irving seconded the motion, which passed 5-0-2-0 as follows:

   AYES: Prescher, Downey, Neal, King, Irving
   NAYS: None
   ABSENT: Taylor, Snyder
   ABSTAIN: None

PRESENTATIONS

1. Mayor Miner: Presentation of the GFOA's Distinguished Budget Award for FY 2018-19 making it the 30th consecutive year receiving such award. The award was presented to the City of Watauga Finance Director and Assistant Finance Director.

2. Mayor Minor: Presentation of the proclamation to the Watauga Parks and Community Services Departments declaring July 2019 as National Parks and Recreation Month.

3. City Manager, Andrea Gardner: Presentation of Service Awards for City of Watauga Employees celebrating a milestone anniversary during the month of July 2019.

   City of Watauga Firefighter, Kevin Knox, celebrating a ten-year anniversary during the month of July 2019.

   City of Watauga Public Works Superintendent, Ronnie Rawdon, celebrating a fifteen year anniversary during the month of July 2019.

CITIZEN'S OPEN FORUM

Citizens addressing the City Council included:

Steve Welch, 6925 Bernadine Drive - would like to thank the Council for the website and the addition of the Council pictures.

Chris Campagna, 6600 Brookdale- expressed concern regarding the potential problem of over use of power from Council and future Council if also serving as board members or liaisons on other city boards.

Mayor Miner responded that the City Council liaisons are not board members. They are observers who provide input. They do not vote and do not interact in discussions at the meetings. As well, the state allows up to 4, we are choosing to stay at 3 council liaisons.

Interim City Attorney, George Hyde, referenced, chapter 171 of the Texas Government Code, which governs conflict of interest and the ethics ordinance and the council liaisons process we have in place is in accordance with the Code.

REPORTS

1. Report presentation on 86th Legislative Session with emphasis on bill impacting the City of Watauga

   City Manager, Andrea Gardner, gave a summary of the written final report provided to council in the packet. Significant impacts include Senate Bill 2, which includes changes to verbiage as well as financial impacts on the City. The city staff will include impact results of such changes at the future budget workshops when calculations can be made. Another impact is in regards to data on cell phones and the financial impact of red light cameras being turned off. Finally, the bill regarding cable and telecom franchise fees has the potential to have a great impact on the city financially.

   Mayor Miner added he attended the Legislative Wrap up in Austin. The negative financial impact is great. This will make budgeting a lot harder in the future.

   Council Member, Scott Prescher, asked if there was a time frame specified for taking down red light camera signs, and inquired to the possibility of having to cut traffic safety programs. Councilman asked if there was a law suit regarding bill 1152. Is the financial impact of this bill on the city worth the financial liability for participating in the lawsuit.

   City Manager, Andrea Gardner, answered regarding the law suit and Senate Bill 1152 and informed council if they wish to be a part of that law suit and stated belief that the loss would be great enough to justify participation, direction from council is needed.

After discussion the council direction was given. Verbal unanimous consensus to join the lawsuit (SB 1152) with other TML cities was as follows:

Irving-Yes
King-Yes
Neal- Yes
Downey-Yes
Prescher-Yes

2. Report on status of the picnic shade pads at Foster Village approved at the June 2018 Council meeting

   Sal Torres, Director of Parks and Community Services, reported the approved project was complete. Total was $39,660. There are 3 picnic pads at the playground.

   Council Member, Scott Prescher, asked if the $40,000 that was allotted included installation and asked what the live span expectancy of the new shade structure is.

   Council Member, Kim Irving, commented the shade pads were great.

3. Report on Watauga Fest 2019. Sal Torres yielded the floor to Magenta Landers who gave an After Action Report on Watauga Fest 2019. Report included the issues this year due to rain and the effect it had on revenues.

   Council Member, Scott Prescher, asked about next year's attractions that were planned.

   Council Member, Kim Irving, asked about the process for acquiring entertainment.

   Council Member, Andrew Neal, inquired about feedback from the vendors who participated in Watauga Fest 2019.

4. Report on necessary amendments to the recently approved ordinance related to commercial vehicle parking on City streets. City Manager, Andrea Gardner stated this item was on the agenda at the request of Council Member, Scott Prescher. The reason being was citizen concerns from a previous meeting regarding the ordinance. After extensive conversation and attempts to find

solutions, it was determined the ordinance must stand as written. Recommendation from the City Manager is to table this item and discuss with City Attorney for a resolution.

Motion was made by Council Member Prescher to table item 4 and move to new business. The motion was seconded by Council Member Neal. Motion passed 5-0-2-0 as follows:

AYES:	Prescher, Downey, Neal, King, Irving
NAYS:	None
ABSENT:	Taylor, Snyder
ABSTAIN:	None

CONSENT AGENDA

All of the items on the consent agenda are considered to be self-explanatory by the Council and will be enacted with one motion, one second, and one vote. There will be no separate discussion of these items.

1. Consider action on the May 13, 2019, Council Regular Meeting Minutes; May 16, 2019 Chamber Luncheon Minutes; May 20, 2019 Council Orientation Minutes; June 10, 2019 Council Workshop Minutes; June 13, 2019 Council Special Meeting Minutes; June 14, 2019 Photo Shoot Minutes; June 17, 2019 Council Special Meeting Minutes; June 27, 2019 Chamber Big Business Mixer Minutes. Terri Johnson, Interim City Secretary

2. Consider action on a resolution accepting and approving the Watauga Economic Development Corporation Bylaws. Andrea Gardner, City Manager

3. Consider action on an Ordinance approving the Drought Contingency Plan as required by the State of Texas under the Texas Commission for Environmental Quality (TCEQ) Regulations. Paul Hackleman, P.E., CFM, Director of Public Works

4. Consider action on an Ordinance approving the Water Conservation Plan as required by the State of Texas under the Texas Commission for Environmental

Quality (TCEQ) Regulations, Paul Hackleman, P.E., CFM, Director of Public Works

5. Consider action on an ordinance adopting the 2018 edition of the 2018 International Swimming Pool and Spa Code (ISPSC) as the City of Watauga Swimming Pool and Spa Code and making amendments thereto. Randy Richards, Building Official Paul Hackleman, P.E., CFM, Director of Public Works

6. Consider action on a declaration of the 2019 Personal Property List as surplus assets for disposition Paul Hackleman, P.E., CFM, Director of Public Works

7. Consider action on a Resolution adopting Written Investment Policies Standards Governing the City of Watauga's Investment Practices and Amending the Authorized Broker/Dealers list for the City of Watauga. Sandra Gibson, CGFO, CGFM, Director of Finance

8. Consider action on the May 2019 Financial Report for the City of Watauga Sandra Gibson, CGFO, CGFM, Director of Finance

9. Consider action on approving an Interlocal Agreement for the Design of Arcadia Trail Connection between the City of Fort Worth, Texas and the City of Watauga, Texas Paul Hackleman, P.E., CFM, Director of Public Works

10. Consider action to Amend the Interlocal Agreement between the Northeast Fire Department Association (NEFDA) and the Cities of Bedford, Colleyville, Euless, Grapevine, Haltom City, Hurst, Keller, North Richland Hills, Richland Hills, Roanoke, Southlake, Trophy Club MUD #1, Watauga and Westlake for the efficient use of Fire Department Equipment entered into on August 14, 2014 in a form approved by the City Attorney Shawn Fannan, Fire Chief

11. Consider action on an ordinance of the City Council of the City of Watauga, Texas amending the Code of Ordinances, Chapter 2, Article VI, Division 2, Records Management Program. Andrea Gardner, City Manager

12. Consider action on a Professional Services Agreement between the City of Watauga, Texas and Burgess & Niple, Inc. for the 2019 Sanitary Sewer Evaluation Study (SSES) in a form to be approved by the City Attorney Paul Hackleman, P.E., CFM, Director of Public Works

13. Consider action on accepting the Crime Control and Prevention District 2019-2020 Proposed Budget as adopted by the Watauga Crime Control and Prevention District Board of Directors Sandra Gibson, CGFO, CGFM, Director of Finance

14. Consider action on setting the Public Hearing date for the Watauga Crime Control and Prevention District 20192020 for August 5, 2019 and the Watauga Crime Control and Prevention District Budget Adoption Date for August 12, 2019 Sandra Gibson, CGFO, CGFM, Director of Finance

A motion was made by Council Member Irving to accept the consent items as presented. The motion was seconded by Council Member Downey. The vote passed as follows: 5-0-2-0.

AYES: Prescher, Downey, Neal, King, Irving
NAYS: None
ABSENT: Taylor, Snyder
ABSTAIN: None

PUBLIC HEARING

The Mayor opened the Public Hearing at 7:53 p.m.

No citizen comments

The Mayor closed this Public Hearing at 7:54 p.m.

UNFINISHED BUSINESS

1. Discuss and consider action on an ordinance by the City Council of the City of Watauga, Texas amending the City of Watauga Code of Ordinances; providing rules and regulations related to the procedure for selection and appointment of members to the various commissions, boards, committees and corporations of the City.

ORDINANCE NO. 2019-005

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS AMENDING CHAPTERS 2, 6, 20, 30, 101, AND 115 OF THE CITY OF WATAUGA CODE OF ORDINANCES; PROVIDING RULES AND REGULATIONS RELATED TO THE PROCEDURES FOR SELECTION AND APPOINTMENT OF MEMBERS TO THE CHARTER REVIEW COMMISSION, THE CRIME CONTROL DISTRICT BOARD, THE BOARD OF APPEALS, THE WATAUGA IMPROVING NEIGHBORHOODS COMMITTEE, THE ANIMAL ADVISORY COMMITTEE, THE LIBRARY BOARD, THE PARKS

DEVELOPMENT CORPORATION, THE PLANNING AND ZONING COMMISSION, THE CAPITAL IMPROVEMENT ADVISORY COMMITTEE AND THE BOARD OF ADJUSTMENT; PROVIDING FOR REPEAL; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

City Attorney, George Hyde, explained the inconsistencies to the processes of appointments to boards, commissions, and committee members in the past. He proposed an ordinance modifying previous ordinances inconsistent with the City Charter.

The Mayor asked for public comments:

There were none.

A motion was made by Council Member Prescher, to approve the item as presented. The motion was seconded by Council Member King. The motion passed 5-0-2-0 as follows:

AYES: Prescher, Downey, Neal, King, Irving
NAYS: None
ABSENT: Taylor, Snyder
ABSTAIN: None

Council had a lengthy discussion with the City Attorney and the City Manager on how best to move forward and how they would like to proceed with the process of appointing to boards, commissions, and committee members.

A motion was made by Council Member Downey to bring all the applications before the Council at the August Regular Council Meeting. The motion was seconded by Council Member Neal. The vote passed as follows: 5-0-2-0.

AYES: Prescher, Downey, Neal, King, Irving
NAYS: None
ABSENT: Taylor, Snyder
ABSTAIN: None

A motion was made by Council Member Downey for a recess. The motion was seconded by Council Member Neal.

The mayor adjourned the meeting for a 10 minute recess at 8:25 P.M.

The mayor reconvened at 8:38 P.M.

NEW BUSINESS

1. Discuss and consider action to direct City Manager regarding the development of a policy for award nominations and presentations to include the Hometown Hero Program and the NE Tarrant Chamber Leadership Program.

City Manager, Andrea Gardner, was asked by Council Member Taylor to present this item in his absence. He asked for guidance from the City Manager to prepare a policy.

Mayor asked for public comments:

There were none.

Council Member Prescher asked the procedures of other cities in the area regarding this process.

Council Member Irving stated the Council should vote on the nominee for Home Town Hero and that it should be a citizen or City employee and not a City Council Member.

Council Member Downey stated residents who volunteer and veterans should also be considered for this nomination.

City Manager, Andrea Gardner, commented a simple way to have nominations would be a press release asking citizens to apply for the nomination, along with a resolution of support for those individuals from the Council.

Council Member Neal commented there should be no self- nominations accepted.

Council Member Prescher made a motion to have City staff come up with guidelines for this item. The motion was seconded by Council Member King.

The vote passed as follows: 5-0-2-0.

AYES: Prescher, Downey, Neal, King, Irving
NAYS: None
ABSENT: Taylor, Snyder
ABSTAIN: None

2. Discuss and consider action to create a Parks Advisory board, declaring the purpose of the board, establish membership size for the board and require bylaws be created by the board for Council approval. Sal Torres, Parks and Community Services Director

Director of Parks and Community Services gave an overview of the item and asked for direction from Council on how to proceed.

Mayor asked for public comments.

There were none.

Council discussed the pros and cons to having a Parks Advisory Board.

Council Member Irving made a motion for the City Attorney to move forward with the appropriate item needed to establish the Parks Advisory Board. The motion was seconded by Council Member Downey. The vote passed as follows: 4-1-2-0.

AYES:	Downey, Neal, King, Irving
NAYS:	Prescher
ABSENT:	Taylor, Snyder
ABSTAIN:	None

3. Discuss and consider action on a Resolution by the City Council of the City of Watauga, Texas authorizing and approving publication of Notice of Intention to issue Certificates of Obligation in an amount not to exceed $8,850,000; complying with the requirements contained in Securities and Exchange Commission 15c212.

RESOLUTION NO. 2019-003

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS AUTHORIZING AND APPROVING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; COMPLYING WITH THE REQUIREMENTS CONTAINED IN SECURITIES AND EXCHANGE COMMISSION RULE 15c2-12; AND PROVIDING AN EFFECTIVE DATE

Director of Finance, Sandra Gibson gave an overview of the purpose for the resolution.

Mayor asked for public comments.

There were none.

Council Member Downey to approve the item as presented. The motion was seconded by Council Member Irving. The vote passed as follows: 5-0-2-0.

AYES: Prescher, Downey, Neal, King, Irving
NAYS: None
ABSENT: Taylor, Snyder
ABSTAIN: None

4. Discuss and consider action authorizing a member(s) of Council to participate in the NE Tarrant Chamber Leadership NE Program.

City Manager, Andrea Gardner, gave an overview of the item.

Council discussed the program and asked the cost and time needed to participate.

Mayor asked for public comments.

Steven Welch, 6925 Bernadine Drive, asked if the city was going to pay for the Council participants and stated if someone is signed up they need to attend.

Maury Parithaner, 6625 Richardson Drive, stated he participated in this program and would be happy to answer any questions the Council may have.

Jan Hill, 6444 West Ridge, stated she graduated from a leadership program as well and gave an overview of that program.

Council discussed further.

Council Member Irving made a motion to authorize and recommend Kim Irving, Lovie Downey, Art Miner, and Andrew Neal to attend the leadership program. The motion was seconded by Council Member Downey. The vote passed as follows: 5-0-2-0.

AYES: Prescher, Downey, Neal, King, Irving
NAYS: None
ABSENT: Taylor, Snyder
ABSTAIN: None

5. Discuss and consider action on a Resolution to approving an Economic Development Grant Agreement for the installation of a Splash Pad between the Watauga Economic Development Corporation and the City of Watauga on the first of two readings.

RESOLUTION NO. 2019-004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS, APPROVING A CITY OF WATAUGA ECONOMIC DEVELOPMENT GRANT AGREEMENT FOR THE INSTALLATION OF A SPLASHPAD BETWEEN THE WATAUGA ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF WATAUGA, TEXAS AND AUTHORIZING THE MAYOR OF THE CITY OF WATAUGA TO EXECUTE SAID AGREEMENT.

City Manager, Andrea Gardner, gave an overview of the requirements by law for this item and recommended the item be approved.

Mayor asked for public comments.

There were none.

Council Member Neal made a motion to approve the item as presented. The motion was seconded by Council Member King.

Council Member Prescher asked a question regarding the funding of the splash pad, and asked if the previous grants applied for were denied.

The vote passed as follows: 5-0-2-0.

AYES: Prescher, Downey, Neal, King, Irving
NAYS: None
ABSENT: Taylor, Snyder
ABSTAIN: None

6. Discuss and consider action on a resolution approving an Economic Development Grant Agreement for the Installation of a Splash Pad between the Watauga Economic Development Corporation and the City of Watauga on second and final reading.

Mayor asked for public comments.

Lindsey Neal, 6920 Cheatham Drive, stated she needed clarification on if the splash pad is required now that the grants were not approved. She asked Council to reconsider the splash pad due to the grants not being approved.

Cheneya Cruze, 6013 Karilynn Drive, stated she supported the splash pad as long as the grants were involved to offset the cost.

Steven Welch, 6925 Bernadine Drive, asked what would happen to the fund or if there was a penalty if the City backed out of the splash pad.

The City Attorney stated the monies cannot be used for any project. It has to be a specific type of project according to Texas Law.

City Manager stated debt has been issued for this project already. If this item is not approved the City will still have to pay back these monies. This item is to help the city with funds from the EDC.

Council Member Irving made a motion to approve the item as presented. The motion was seconded by Council Member Neal. The vote passed as follows: 5-0-2-0.

AYES:	Prescher, Downey, Neal, King, Irving
NAYS:	None
ABSENT:	Taylor, Snyder
ABSTAIN:	None

City Manager, Andrea Gardner, commented on SB 26 and SJR 24 and stated this will be on the ballot in November. The bill appropriates sales tax directly to parks.

Council Member Neal made a motion to adjourn to executive session and move Item 4 under reports (previously tabled) to executive session. The motion was seconded by Council Member Downey. The vote passed as follows: 5-0-2-0.

AYES:	Prescher, Downey, Neal, King, Irving
NAYS:	None
ABSENT:	Taylor, Snyder
ABSTAIN:	None

EXECUTIVE SESSION

The City Council may announce that it will adjourn the public meeting and convene in Executive Session pursuant to Chapter 551 of the Texas Government Code to discuss any matter as specifically listed on this agenda and/or as permitted by Chapter 551 of the Texas Government Code. The City Council will convene in executive session pursuant to (Texas Open Meetings Act), Chapter 551 of the Texas Government Code, Section 551.071 Consultation with Legal Counsel, and Section 551.074 Discussion of personnel matters, which allows the following:

1. Texas Government Code Section 551.071 to deliberate upon, seek advice of the City Attorney regarding the specific powers of the council as provided by Section 3.07 of the Watauga City Charter.

2. Texas Government Code Section 551.071 to deliberate upon and seek the advice of the City Attorney regarding United States vs. Brittney Ann Cole (001) in which the City is a related party.

3. Texas Government Code Section 551.074 Personnel Matters to deliberate regarding the duties of City Manager, Andrea Gardner.

4. Texas Government Code Section 551.071 to deliberate upon, seek advice of the City Attorney regarding the specific powers of the council as provided by Section 3.07 of the Watauga City Charter for Item 4 under reports (tabled).

Council went into Executive Session at 9:55 P.M.

RECONVENE

The Mayor reconvened the meeting at 10:50 P.M.

Council Member Neal made a motion to table items 1 and 2 under executive session. The motion was seconded by Council Member King. The vote passed as follows: 5-0-2-0.

AYES: Prescher, Downey, Neal, King, Irving
NAYS: None
ABSENT: Taylor, Snyder
ABSTAIN: None

ITEMS FOR FUTURE COUNCIL MEETINS

There was none.

ADJOURNMENT

With no further business at hand, Mayor Miner adjourned the Regular Meeting at 10:52 P.M.

APPROVED:	this the day of , 2019
SIGNED:	this the day of , 2019

APPROVED:

____
Arthur L. Miner, Mayor

ATTEST:

____
Andrea Gardner, City Secretary

NOTE: Original Audio and Video Recording of this meeting is preserved and maintained by the City Secretary's Office

CITY OF WATAUGA, TEXAS
ORDINANCE NO. 2019-019

AN ORDINANCE AMENDING ORDINANCE NUMBER 1671 WHICH GOVERNS POSITION CLASSIFICATIONS AND MAXIMUM POSITIONS IN EACH CLASSIFICATION FOR THE CITY OF WATAUGA FIRE DEPARTMENT AS REQUIRED BY TEXAS LOCAL GOVERNMENT CODE SECTION 143.021; ADDING SIX (6) FIREFIGHTER POSITIONS EFFECTIVE OCTOBER 1, 2019; PROVIDING THAT ALL ORDINANCES IN CONFLICT HEREWITH ARE HEREBY REPEALED TO THE EXTENT THAT THEY ARE IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Watauga, Texas has adopted Local Government Code Chapter 143, Municipal Civil Service for the City of Watauga Police Department and Fire Department; and

WHEREAS, Local Government Code Chapter 143, Municipal Civil Service, § 143.021 provides that the municipal governing body shall establish firefighter classifications, as well as the number of positions in each classification; and

WHEREAS, on September 13, 2019, the Watauga Civil Service Commission approved the classification and number of positions in each classification of the Watauga Fire Department as follows: Fire Chief (1), Assistant Fire Chief (1), Battalion Chief/Fire Marshal (1), Fire Lieutenant (3), and Firefighters (21); and

WHEREAS, the City of Watauga Fire Department was awarded the Staffing for Adequate Fire and Emergency Response (SAFER) Grant on September 6, 2019 providing funding for six (6) additional Firefighter positions; and

WHEREAS, the City Council finds the addition of six (6) Firefighter positions will provide the citizens of Watauga with a higher level of service from the City of Watauga Fire Department.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Watauga, Texas that the following amendments be made to the personnel structure, rank, and classification in the Watauga Fire Department:

I.

The facts and recitations set forth in the preamble of this ordinance are hereby found to be true and correct and adopted herein for all purposes.

II.

Effective October 1, 2019, six (6) additional positions within the classification "Firefighter" are created.

III.

Prior to the effective dates in this Ordinance, the following classifications and number of positions in each classification in the City of Watauga Fire Department existed:

CLASSIFICATION	**NUMBER OF POSITIONS**
FIREFIGHTER	15
FIRE LIEUTENANT	3
BATTALION CHIEF/ FIRE MARSHAL	1
ASSISTANT FIRE CHIEF	1
FIRE CHIEF	1
TOTAL	**21**

IV.

As of the effective date outlined in this Ordinance, the following classifications and number of positions in each classification in the City of Watauga Fire Department shall exist, and no others:

CLASSIFICATION	**NUMBER OF POSITIONS**
FIREFIGHTER	21
FIRE LIEUTENANT	3
BATTALION CHIEF/ FIRE MARSHAL	1
ASSISTANT FIRE CHIEF	1
FIRE CHIEF	1
TOTAL	**27**

V.

This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Watauga, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances, except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other ordinance(s) are hereby repealed.

VI.

If any section, sub-section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

VII.

This Ordinance does not demonstrate, nor is it any evidence of any intent to enter into a contractual obligation, unilateral or otherwise, with any civil service employee. This Ordinance is enacted to comply with Chapter 143, Texas Local Government Code, specifically § 143.021, and for no other purpose. The City Council expressly disavows any intent to create a contractual obligation by adoption of this Ordinance.

VIII.

This Ordinance shall become effective and shall be in full force and effect from and after the date of passage and adoption by the City Council of the City of Watauga, Texas, and upon application of law and in accordance with Sections 3.11 and 3.13 of the Charter of the City of Watauga, Texas.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas on this the ____ day of _____, 2019.

APPROVED:

____
ARTHUR L, MINER, Mayor

ATTEST:

____
ANDREA GARDNER, City Secretary

APPROVED AS TO FORM AND LEGALITY:

____
GEORGE HYDE, Interim City Attorney

CITY OF WATAUGA, TEXAS
ORDINANCE NO. 2019-20

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS ADOPTING THE PERSONNEL IMPROVEMENT PLAN FOR FISCAL YEARS 2020-2024 AS REVISED SEPTEMBER 16, 2019; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Watauga invests a large percentage of the annual budget in personnel in order for the City to provide quality services; and

WHEREAS, each funded position is considered only after due consideration of the City's needs, service required to be provided by the City, and the City's ability to fund each position; and

WHEREAS, the governing body approved the 2020-2024 Personnel Improvement Plan and the specific funded and unfunded positions included in Fiscal Year 2019-20 during a meeting held on September 9, 2019; and

WHEREAS, the City of Watauga Fire Department was awarded the Staffing for Adequate Fire and Emergency Response (SAFER) Grant on September 6, 2019 providing funding for six (6) additional Firefighter positions; and

WHEREAS, the City Council finds that addition of six (6) Firefighter positions will provide the citizens of Watauga with a higher level of service from the City of Watauga Fire Department; and

WHEREAS, the City Council finds that the creation of the Driver/Engineer position will provide for an additional level of supervision and opportunity for development and growth in the Fire Department; and

WHEREAS, the City Council wishes to authorize the creation of three (3) positions of Driver/Engineer and six (6) Firefighter positions; and

WHEREAS, an amendment to said Fiscal Year 2019-20 Budget has been submitted to the City Council by the City Manager in accordance with the City Charter including funded positions identified in the Personnel Improvement Plan.

WHEREAS, a revised 2020-2024 Personnel Improvement Plan reflecting the newly funded Driver/Engineer and Firefighter positions has been presented to the City Council.

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

I.

The facts and recitations set forth in the preamble of this ordinance are hereby found to be true and correct and adopted herein for all purposes.

II.

The City Council of the City of Watauga hereby approves and adopts the 2020-2024 Personnel Improvement Plan as revised on September 16, 2019, a copy of which is attached hereto as Exhibit A and is incorporated herein by reference.

III.

The City Council provides that all ordinances appropriating funds for positions included in the PIP as approved or amended will include information citing the PIP position along with appropriate financial accounting information.

IV.

This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Watauga, Texas, and this ordinance shall not operate to repeal or affect any of such other ordinances, except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

V.

If any section, sub-section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

VI.

This Resolution shall become effective and shall be in full force and effect from and after the date of passage and adoption by the City Council of the City of Watauga, Texas, and upon application of law and in accordance with Section 3.13 of the Charter of the City of Watauga, Texas.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this the 16th day of September, 2019.

APPROVED:

____
ARTHUR L, MINER, Mayor

ATTEST:

____
ANDREA GARDNER, City Secretary

APPROVED AS TO FORM AND LEGALITY:

____
GEORGE HYDE, Interim City Attorney

Exhibit A

2020-2024 Personnel Improvement Plan

CITY OF WATAUGA

FY2020-2024

PERSONNEL IMPROVEMENT PLAN (PIP)

5 YEAR PLAN

Adopted on September 9, 2019
Revised on September 16, 2019

FY2020-2024
PERSONNEL IMPROVEMENT PLAN (PIP)
5 YEAR PLAN

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WATAUGA
TEXAS
"A GREAT PLACE TO LIVE"

September 16, 2019

To the Honorable Mayor Arthur L. Miner, Members of the City Council, and Citizens of Watauga,

I am pleased to present an amendment to the City of Watauga's Personnel Improvement Plan (PIP) adopted by City Council on September 9, 2019. The Watauga Fire Department was awarded the Staffing for Adequate Fire and Emergency Response (SAFER) Grant provided by FEMA on September 6, 2019 which provides funding for Firefighter positions. In addition, during a Council Workshop on September 9, 2019 City Council provided direction to staff to establish a cost recovery revenue source for the Fire Department which will allow the City to fund the Driver/Engineer positions. The PIP is being amended to include approval/funding for six (6) Firefighter and three (3) Driver/Engineer positions.

The purpose of PIP is to identify current and future personnel needs, justify these needs and develop a plan to fund these positions. The PIP provides a five (5) year staffing plan created as a result of Department Directors' requests. It is used as a tool for the annual budgeting process.

Department Directors requested over 20 new positions for FY2019-20. Including this amendment, the requests approved were six (6) Firefighter, three (3) Driver/Engineer and one (1) Homework Help Coordinator (part time/seasonal) position at the Library which increased our Full Time Equivalent (FTE) employees from 170.25 FTE in FY2018-19 to 179.50 FTE in FY2019-20. The entire budgeting process for FY2019-20 presented challenges primarily due to results of this year's legislative session.

The results of the 86th Legislative Session have negatively impacted all local governments by limiting a City's ability to produce sufficient revenues to fund necessary City services. The City of Watauga will experience a significant decrease in revenues in the upcoming years which will continue to create new challenges in funding programs, personnel and overall City operations. Although the results of the legislative session present many challenges, City Administration will rely on planning tools and documents, such as the Personnel Improvement Plan, to ensure sufficient staffing numbers exists to maintain quality services to our residents.

SB2, also known as the Texas Property Reform and Transparency Act of 2019, limited the "roll back rate" now known as "voter-approval rate" from 8 percent to 3.5 percent for cities such as Watauga. This may result in an estimated $240,000 loss of property tax revenue. HB1631, which prohibits the use of red light cameras, is likely to result in a revenue loss of $750,000 - $900,000 per year ($350,000-$450,000 impacting the City of Watauga). SB1152 allows cable and telecom companies to stop paying the lower of cable or telecom franchise fees. This may result in a loss of revenue ranging from $33,000 in telecom fees to $103,000 in cable fees. Unfunded mandates such as SB944 for records retention, HB3834 for cybersecurity training and HB852 requiring a change in the calculation of residential property fees will also impact City operations and revenue. The financial impact of these laws has yet to be determined.

It is anticipated that the legislative session in 2021 will continue to present challenges for cities. SB29, which would have limited cities' ability to lobby on certain issues or join organizations, did not pass this year, but is expected to be introduced again next session. The City of Watauga benefits greatly from its membership with Texas Municipal League (TML). TML assists with lobbying, training and guidance on legal matters. Removing the ability to partner with TML will drastically increase the cost of having to pay for these services from a third party organization. Cities will also need to hire lobbyist which will result in an additional cost.

Despite the challenges presented by the legislature, City Administration will continue to work together to identify cost saving measures and improve inefficiencies. The newly awarded SAFER Grant is an excellent example of a cost saving measure. Being a service oriented industry the City must insure that we have the correct people and positions in place. The Personnel Improvement Plan will assist the City of Watauga in meeting its goals.

Sincerely,
Andrea Gardner
Andrea Gardner
City Manager

CITY OF WATAUGA PERSONNEL IMPROVEMENT PLAN
FISCAL YEARS 2020-2024

SUMMARY	FY 2017-18 Prior Year Funded	FY 2018-19 Current Funded	FY 2019-20 Funded	Projected Unfunded or Reclassified	FY 2019-20 Recommended Funded	FY 2019-20 Recommended Financial Impact (Salary & Benefits)	Future Needs FY 2020-21	Future Needs FY 2021-22	Future Needs FY 2022-23	Future Needs FY 2023-24
SUMMARY OF TOTAL POSITIONS BY DEPARTMENT										
GENERAL FUND (01)										
CITY MANAGER DEPARTMENT	1	1	1	0	1	$ -	1	1	1	1
CITY SECRETARY DEPARTMENT	2	2	2	1	2	$ (35,078)	3	3	3	3
ECONOMIC DEVELOPMENT DEPARTMENT	3	1	1	0	1	$ -	2	2	2	2
HUMAN RESOURCES DEPARTMENT	2	2	2	0	2	$ -	2	3	3	3
FIRE DEPARTMENT	21	21	21	0	30	$ 433,051	30	30	30	30
FINANCE DEPARTMENT	6.25	6.25	6.25	0	6.25	$ -	6.25	6.25	6.25	6.25
FINANCE DEPARMENT - MUNICIPAL COURT	5	5	5	0	5	$ -	5	5	5	5
LIBRARY DEPARTMENT	12.25	12.25	12.5	1.25	12.5	$ 2,039	14.25	14.25	14.25	14.25
INFORMATION TECHNOLOGY DEPARTMENT	2	2	2	0	2	$ -	3	4	5	5
PARKS & COMMUNITY SERVICES DEPARTMENT	15.25	16.25	15.25	1	15.25	$ -	16.75	16.75	16.75	16.75
POLICE DEPARTMENT	27.5	28.5	27.5	0	27.5	$ -	34.75	34.75	34.75	34.75
POLICE - ENVIRONMENTAL SERVICES	8	8	8	0	8	$ -	9	9	9	9
PUBLIC WORKS - DEVELOPMENT SERVICES	5	5	6	1	6	$ -	8	8	8	8
PUBLIC WORKS - STREETS	10	10	10	0	10	$ -	11	11	11	11
PUBLIC WORKS - FLEET MAINTENANCE	4	4	4	0	4	$ -	5	5	5	5
PUBLIC WORKS - FACILITIES MAINTENANCE	6	6	6	0	6	$ -	6	6	6	6
SPECIAL REVENUE FUNDS										
FINANCE - COURT SECURITY (25)/JUVENILE CASE MANAGER (27)	0	0	0	0	0	$ -	0	0	0	0
POLICE - CRIME CONTROL PREVENTION DISTRICT (18)	11	11	11	0	11	$ -	11	11	11	11
POLICE - TRAFFIC SAFETY (28)	4	4	5	0	5	$ -	0	0	0	0
ECONOMIC DEVELOPMENT CORPORATION (04)	0	0	0	0	0	$ -	0	0	0	0
ENTERPRISE FUNDS										
PUBLIC WORKS - DRAINAGE UTILITY (15)	6	6	6	0	6	$ -	6	7	7	7
PUBLIC WORKS - WATER DISTRIBUTION (40)	8	8	8	0	8	$ -	9	9	9	9
PUBLIC WORKS - SEWER COLLECTION (40)	4	4	4	0	4	$ -	4	4	4	4
FINANCE - UTILITY BILLING & COLLECTIONS (40)	7	7	7	2	7	$ -	7	7	7	7
CITY WIDE TOTAL	170.25	170.25	170.50	6.25	179.50	$ 400,012	194.00	197.00	198.00	198.00

Changes in Full Time Equivalent Employees (FTE): The above chart illustrates the positions that were recommended in the FY2019-20 Budget. The total number of FTEs increased from 170.25 FTE in FY2018-19 to 179.50 FTE in FY2019-20. The increase of 0.25 FTE is attributed to one (1) Homework Help Coordinator (part time/seasonal) position added to the Library, six (6) Firefighter positions and three (3) Driver/Engineer positions.

Unfunded Positions or Reclassifications: The total unfunded or reclassified positions is 6.25 FTE. These are explained in the *Funded Positions* section of this plan.

City of Watauga
FY2020-2024
Personnel Improvement Plan (PIP)

Summary of Positions and Financial Impact

City of Watauga
FY2020-2024
Personnel Improvement Plan (PIP)

Fiscal Impact By Fund

	FY 2018-19 CURRENT		FY 2019-20 PROJECTED	
	FUNDED	UNFUNDED	FUNDED	UNFUNDED
GENERAL FUND	$ 9,473,700		$ 10,464,101	$ 1,319,086
SPECIAL REVENUE FUNDS				
PDC/EDC (04)	$ 452,400		$ -	$ -
Crime Control District (18)	$ 994,000		$ 982,500	$ -
Traffic Safety (28)	$ 263,200		$ 374,930	$ -
Court Security (25)	$ 13,245		$ 6,840	$ -
Court Juvenile Case Manager (27)	$ 21,000		$ 21,160	$ -
Subtotal	$ 1,743,845		$ 1,385,430	$ -
ENTERPRISE FUNDS				
Storm Drain (15)	$ 497,200		$ 501,300	$ 39,164
Water/Sewer (40)	$ 1,636,600		$ 1,558,700	$ 69,735
Subtotal	$ 2,133,800		$ 2,060,000	$ 108,899
Total Fiscal Impact	$ 13,351,345		$ 13,909,531	$ 1,427,985

The Personnel Improvement Plan was created this year; therefore, data for unfunded positions in FY2018-19 is not available

City of Watauga
FY2020-2024
Personnel Improvement Plan (PIP)

Funded Positions

CITY OF WATAUGA PERSONNEL IMPROVEMENT PLAN
FISCAL YEARS 2020-2024

FUNDED POSITIONS Department/Position	FY 2017-18 Prior Year Funded	FY 2018-19 Current Funded	Requested Change	FY 2019-20 Projected	Financial Impact (Salary & Benefits)
GENERAL FUND (01)					
CITY MANAGER DEPARTMENT					
City Manager*	1	1		1	$ -
Subtotal Department	1	1	0	1	$ -
CITY SECRETARY DEPARTMENT					
City Secretary	1	0	-1	0	$ (99,461)
Deputy City Secretary	0	1	1	1	$ 64,383
Assistant to the City Secretary	1	1		1	$ -
Subtotal Department	2	2	0	2	$ (35,078)
Justification: The duties of City Secretary have been absorbed by the City Manager. The position of Deputy City Secretary was created to assist in the City Secretary's Office. The position of City Secretary was unfunded creating a savings.					
ECONOMIC DEVELOPMENT DEPARTMENT					
Economic Development Director	1	0		0	$ -
Economic Development Specialist	1	1		1	$ -
Planning and Zoning Specialist	1	0		0	$ -
Subtotal Department	3	1	0	1	$ -
HUMAN RESOURCES DEPARTMENT					
Director of Human Resources & Civil Service*	1	1		1	$ -
Human Resources Generalist	1	1		1	$ -
Subtotal Department	2	2	0	2	$ -
FIRE DEPARTMENT					
Fire Chief	1	1		1	$ -
Assistant Fire Chief	0	1		1	$ -
Batallion Chief	2	1		1	$ -
Fire Lieutenant	3	3		3	$ -
Driver/Engineer	0	0	3	3	$ 71,400
Firefighter/Paramedic	14	14	6	20	$ 361,651
Firefighter/EMT	1	1	0	1	$ -
Subtotal Department	21	21	9	30	$ 433,051
Justification: The Watauga Fire Department was awarded the SAFER Grant on September 6, 2019 which will provide funding for additional Firefighter positions. Cost recovery revenue sources authorized by Council during the workshop on September 9, 2019 will also provide for the funding of the Driver/Engineer positions. The cost depicted is a total amount based on anticipated recruitment dates, but do not include the funds from the SAFER Grant and cost recovery revenue source.					
LIBRARY DEPARTMENT					
Director of Library Services	1	1		1	$ -
Assistant Library Director	1	1		1	$ -
Senior Librarian - Adult Services	1	1		1	$ -
Senior Librarian - Youth Services	1	1		1	$ -
Librarian - Youth Services	1	1		1	$ -
Circulation Supervisor	1	1		1	$ -

FUNDED POSITIONS	FY 2017-18 Prior Year	FY 2018-19 Current		FY 2019-20 Projected	
Department/Position	Funded	Funded	Requested Change		Financial Impact (Salary & Benefits)
Technical Services Supervisor	0	0	1	1	$ -
Library Assistant (Circulation)	1	1		1	$ -
Library Assistant (Circulation) (PT)	1.25	1.25		1.25	$ -
Library Assistant (Youth Services) (PT)	0.75	0.75		0.75	$ -
Administrative Assistant (Library)	1	1	-1	0	$ -
Library Assistant (Technical Services) (PT)	0.5	0.5	0.25	0.75	$ -
Library Aide (PT)	1	1	-0.25	0.75	$ -
Library Assistant I (Reference) (PT)	0.25	0.25		0.25	$ -
Homework Help Center Coordinator	0	0	0.25	0.25	$ 2,039
Summer Library Aide	0.25	0.25		0.25	$ -
Summer Library Assistant	0.25	0.25		0.25	$ -
Subtotal Department	12.25	12.25	0.25	12.5	$ 2,039
Justification: A request has been made to change the position title of Administrative Assistant - Library to Technical Services Supervisor because the title best fits the duties of this position. It has also been requested that the position of Library Aide be changed to Library Assistant - Technical Services due to the increased level of duties. The position of Homework Help Center Coordinator (part time/seasonal) was added to the proposed FY19-20 budget.					
FINANCE DEPARTMENT					
Director of Finance*	1	1		1	$ -
Assistant Director of Finance*	1	1		1	$ -
Purchasing Agent*	1	1		1	$ -
Senior Accountant	1	1		1	$ -
Payroll Specialist**	1	1		1	$ -
Accounts Payable Clerk	1	1		1	$ -
Summer Finance Intern(PT)	0.25	0.25		0.25	$ -
Subtotal Department	6.25	6.25	0	6.25	$ -
FINANCE DEPARMENT - MUNICIPAL COURT					
Municipal Court Administrator	1	1		1	$ -
Deputy Court Clerk*	2	2		2	$ -
City Marshal	1	1		1	$ -
Deputy City Marshal*	1	1		1	$ -
Subtotal Department	5	5	0	5	$ -
INFORMATION TECHNOLOGY DEPARTMENT					
Chief Information Officer*	1	1		1	$ -
Systems Administrator	1	1		1	$ -
Subtotal Department	2	2	0	2	$ -
PARKS & COMMUNITY SERVICES DEPARTMENT					
Director of Parks and Community Services*	1	1		1	$ -
Recreation Superintendent	1	1		1	$ -
Recreation Programmer	3	3		3	$ -
Administrative Assistant (Recreation)	0	1	-1	0	$ -
Recreation Attendant (PT)	2.5	2.5		2.5	$ -
Summer Recreation Coordinator	0.25	0.25		0.25	$ -
Summer Recreation Instructor (PT)	0.5	0.5		0.5	$ -
Summer Recreation Assistant (PT)	0.25	0.25		0.25	$ -
Pre-School Program Instructor (PT)	0.25	0.25		0.25	$ -

FUNDED POSITIONS	FY 2017-18 Prior Year	FY 2018-19 Current		FY 2019-20 Projected	
Department/Position	Funded	Funded	Requested Change		Financial Impact (Salary & Benefits)
PM Play Time Attendant	0.25	0.25		0.25	$ -
Parks Superintendent	1	1		1	$ -
Parks Maintenance Worker II	2	2		2	$ -
Parks Maintenance Worker I	2	2		2	$ -
Landscape Gardener	1	1		1	$ -
Chemical Applicator & Irrigation Technician	0	0		0	$ -
Summer Parks Maintenance Worker	0.25	0.25		0.25	$ -
Subtotal Department	15.25	16.25	-1	15.25	$ -
Justification: The position of Administrative Assistant (Recreation) was unfunded. The incumbent was transferred to the position of Planning and Zoning Coordinator.					
POLICE					
POLICE DEPARTMENT					
Chief of Police	1	1		1	$ -
Assistant Chief of Police	1	1		1	$ -
Police Lieutenant	2	2		2	$ -
Police Sergeant	5.5	6.5	-0.5	6	$ -
Police Corporal	0	0	5	5	$ -
Police Officer	13.5	13.5	-5.5	8	$ -
Police Officer (Two (2) Unfunded FY2015-16)	0	0		0	$ -
Police Officer (One (1) Unfunded FY2016-17)	0	0		0	$ -
Police Officer (One (1) Unfunded FY2017-18)	0	0		0	$ -
Reserve Police Officer (PT)	0	0		0	$ -
Police Records Supervisor	1	1		1	$ -
Police Records Clerk	1	1		1	$ -
Police Records Clerk (PT)	0.5	0.5		0.5	$ -
Property Room Technician	1	1		1	$ -
Administrative Assistant (Police)	1	1		1	$ -
Subtotal Department	27.5	28.5	-1	27.5	$ -
Justification: Five (5) Police Corporal positions were created using five (5) existing Police Officer positions. FTE 0.5 of a Police Officer and FTE 0.5 Police Sergeant were transferred to the Traffic Safety Fund from the General Fund. Four (4) Police Officer positions were unfunded in the past years. They are being illustrated in this chart for historical reference. One (1) Police Officer position was unfunded in FY2019-20, but the plan is to fill this position with salary savings.					
POLICE - ENVIRONMENTAL SERVICES					
Code Enforcement Officer	2	2		2	$ -
Senior Code Enforcement Officer	1	1		1	$ -
Administrative Assistant (Animal Control)	1	1		1	$ -
Animal Control Supervisor	1	1		1	$ -
Animal Control Officer	2	2		2	$ -
Kennel Technician (PT)	1	1		1	$ -
Subtotal Department	8	8	0	8	$ -
PUBLIC WORKS DEPARTMENT					
PUBLIC WORKS - DEVELOPMENT SERVICES					
Building Official*	1	1		1	$ -
Construction Inspector*	1	1		1	$ -
Planning and Zoning Coordinator	0	0	1	1	$ -

FUNDED POSITIONS	FY 2017-18 Prior Year	FY 2018-19 Current		FY 2019-20 Projected	
Department/Position	Funded	Funded	Requested Change		Financial Impact (Salary & Benefits)
Permit Technician*	2	2		2	$ -
Combination Building Inspector	1	1		1	$ -
Subtotal Department	5	5	1	6	$ -
Justification: The incumbent in the position of Administrative Assistant (Recreation) was transferred to the position of Planning and Zoning Coordinator. This is a new position. The previous position was unfunded.					
PUBLIC WORKS - STREETS					
Director of Public Works*	1	1		1	$ -
Streets and Drainage Superintendent*	1	1		1	$ -
Streets Supervisor	1	1		1	$ -
Equipment Operator (Public Works)	1	1		1	$ -
Streets Maintenance Worker II	1	1		1	$ -
Streets Maintenance Worker I	4	4		4	$ -
Sign and Signal Technician	1	1		1	$ -
Subtotal Department	10	10	0	10	$ -
PUBLIC WORKS - FLEET MAINTENANCE					
Fleet and Facilities Superintendent	1	1		1	$ -
Mechanic II	1	1		1	$ -
Mechanic I	1	1		1	$ -
Fleet Services Technician	1	1		1	$ -
Subtotal Department	4	4	0	4	$ -
PUBLIC WORKS - FACILITIES MAINTENANCE					
Building Maintenance Technician I	1	1		1	$ -
Building Maintenance Technician II	1	1		1	$ -
Janitorial Service Technician	3	3		3	$ -
Janitorial Service Technician II	1	1		1	$ -
Subtotal Department	6	6	0	6	$ -
GENERAL FUND TOTAL	130.25	130.25	8.25	138.5	$ 400,012
SPECIAL REVENUE FUNDS					
FINANCE DEPARTMENT					
FINANCE - COURT SECURITY (25)/JUVENILE CASE MANAGER (27)					
Deputy Court Clerk*	0	0		0	$ -
Deputy City Marshal*	0	0		0	$ -
Subtotal Department	0	0	0	0	$ -
POLICE DEPARTMENT					
POLICE - CRIME CONTROL PREVENTION DISTRICT (18)					
Police Sergeant	1	1		1	$ -
Police Officer	10	10		10	$ -
Subtotal Department	11	11	0	11	$ -
POLICE - TRAFFIC SAFETY (28)					
Traffic Sergeant*	0.5	0.5	0.5	1	$ -
Police Officer*	1.5	1.5	0.5	2	$ -
School Crossing Guard (PT)	2	2		2	$ -
Subtotal Department	4	4	1	5	$ -
Justification: FTE 0.5 of a Police Officer and FTE 0.5 Police Sergeant were transferred to the Traffic Safety Fund from the General Fund.					

FUNDED POSITIONS	FY 2017-18 Prior Year	FY 2018-19 Current		FY 2019-20 Projected	
Department/Position	Funded	Funded	Requested Change		Financial Impact (Salary & Benefits)
ECONOMIC DEVELOPMENT CORPORATION (04)					
Interfund transfer for various positions*	0	0		0	$ -
Subtotal Department	0	0	0	0	$ -
SPECIAL REVENUE FUNDS TOTAL	22	22	1	23	$ -
ENTERPRISE FUNDS					
PUBLIC WORKS DEPARTMENT					
PUBLIC WORKS - DRAINAGE UTILITY (15)					
Storm Drain Supervisor	1	1		1	$ -
Equipment Operator (Storm Drainage Utility)	1	1		1	$ -
Equipment Operator (Sweeper)	1	1		1	$ -
Storm Drain Maintenance Worker II	1	1		1	$ -
Storm Drain Maintenance Worker I	1	1		1	$ -
Summer Storm Drain Maintenace Worker I	1	1		1	$ -
Subtotal Department	6	6	0	6	$ -
PUBLIC WORKS - WATER DISTRIBUTION (40)					
Utilities Superintendent*	1	1		1	$ -
Utilities Supervisor*	1	1		1	$ -
Environmental Compliance Specialist	0	0		0	$ -
Equipment Operator (Water & Wastewater)*	2	2		2	$ -
Water Maintenance Worker II	1	1		1	$ -
Water Maintenance Worker I	3	3		3	$ -
Subtotal Department	8	8	0	8	$ -
PUBLIC WORKS - SEWER COLLECTION (40)					
Sewer Maintenance Worker II	1	1		1	$ -
Sewer Maintenance Worker I	1	1		1	$ -
Water Quality Technician	1	1		1	$ -
Equipment Operator (Jet Vac)*	1	1		1	$ -
Subtotal Department	4	4	0	4	$ -
FINANCE - UTILITY BILLING & COLLECTIONS (40)					
Utility Billing Administrator	1	1		1	$ -
Utility Billing Representative	2	2		2	$ -
Water Meter Reader	2	2		0	$ -
Water Service Field Representative	2	2		4	$ -
Subtotal Department	7	7	0	7	$ -

Justification: The Water Meter Reader position title is being changed to **Water Service Field Representative**. Water Meter Readers have fully cross-trained over the last year and are working at a higher level than the job description entails. The cross-training of duties has allowed for more efficient operations and providing coverage for employees out on vacation or illness. These additional duties include: responding to customer's complaints and inquiries regarding water services such as leaks, meter malfunctions, and various other items; verifying misreads or high consumption work orders; exchanging old and non-functioning meters, meter boxes, curb stops, and connections and investigating residential and commercial consumption complaints.

ENTERPRISE FUNDS TOTAL	18	18	0	18	$ -
TOTAL ALL FUNDS	170.25	170.25	9.25	179.5	$ 400,012

* Funding for these positions is split amongst various funds ** Position on hold pending approval from the City Manager

City of Watauga
FY2020-2024
Personnel Improvement Plan (PIP)

Unfunded Positions/

Future Needs

CITY OF WATAUGA PERSONNEL IMPROVEMENT PLAN
FISCAL YEARS 2020-2024

UNFUNDED POSITIONS	FLSA Status	Unfunded & Unmet Needs FY 2019-20	Future Needs FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	Financial Impact (Salary, Benefits, Training and Equipment)
GENERAL FUND							
CITY SECRETARY DEPARTMENT							
City Secretary	E	0	0	0	1	1	$ 92,513
Assistant to the City Secretary	NE	0	0	0	-1	-1	$ -
Records Analyst	NE	1	1	1	1	1	$ 70,113
Subtotal Department		1	1	1	1	1	$ 162,626

Justification: The City Secretary's Office is in a period of transition and training with the goal of filling the **City Secretary** position in FY2022-23 and eliminating the Assistant to the City Secretary position. The current City Manager serves as the City Secretary. A **Records Analyst** will coordinate the control, access, and destruction of the City's records and provided records management support to the City Secretary's Office in compliance with recordkeeping requirements established in state law, city charter, and city code.

ECONOMIC DEVELOPMENT DEPARTMENT							
Business Retention Specialist	NE	0	1	1	1	1	$ 67,112
Subtotal Department		0	1	1	1	1	$ 67,112

Justification: A **Business Retention Specialist** is requested in FY 2020-21 to manage business retention within the City of Watauga. With the City of Watauga being close to built out, business retention is key to the vitality and economic development of the City.

HUMAN RESOURCES DEPARTMENT							
Risk Manager	E	0	0	1	1	1	$ 62,613
Subtotal Department		0	0	1	1	1	$ 62,613

Justification: A **Risk Manager** position in being requested in FY 2021-22 to manage property and workers' compensation claims;conduct Fleet accident reviews; administer the City's Safety program and head the Safety Committee; manage Family Medical Leave and assist Finance with managing accrued leave. This position will ensure compliance with ADA, HIPAA, GINA and other applicable laws. They will also manage the Drug Free Workplace policy which consist of post accident testing, reasonable suspicion and DOT Testing.

LIBRARY DEPARTMENT							
Librarian - Reference	E	1	1	1	1	1	$ 57,712
Library Assistant I (Youth Services)	NE	0.5	0.5	0.5	0.5	0.5	$ 26,641
Library Assistant (Adult Services) (PT)	NE	0.25	0.25	0.25	0.25	0.25	$ 12,588
Subtotal Department		1.75	1.75	1.75	1.75	1.75	$ 96,941

Justification: Currently, the Librarian - Adult Services, Director of Library Services and Assistant Director of Library Services cover the Reference Desk. A Librarian - Reference is needed to manage this division of the Library. The Reference Desk oversees 22 public computers, answers phone calls and helps customers who come into the Library looking for information, services and books. The Reference Desk instructs customers on how to use computers, databases and downloading eBooks/eAudiobooks onto their devices. Library customers are often not computer literate. A Reference Librarian would also be responsible for developing promotional materials that advertises classes, resources and events, as well as regularly completing a variety of statistical reports and visual presentations. These duties have had to be divided among those staff rotating at the desk. At present, the Reference Desk has one 19 hour/week Library Assistant assigned to the desk. A full-time Reference Librarian would ease staff shortages and improve customer service by assuring adequate desk coverage at all times allowing other leadership within the Library to focus on their duties and assignments.

UNFUNDED POSITIONS	FLSA Status	Unfunded & Unmet Needs FY 2019-20	Future Needs FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	Financial Impact (Salary, Benefits, Training and Equipment)

It is requested that the existing **Library Assistant I - Youth Services** position be reclassified to full time. The Youth Service Department is one of the busiest areas in the Library and has worked hard to establish a strong relationship with schools and other organizations in our community. We not only serve those who visit us in-house, but increasingly we receive requests from community organizations to provide service and educate them on what the Library has to offer. We also have a very high circulation of Youth library materials. Youth Librarians must research current trends in education and early literacy skills. It takes a great deal of time to do the research and locate materials that support this very important mission. We hope to develop new programs, especially for our homeshool families. With current staffing levels, we are sometimes put in a position of having to rethink our priorities with the potential of neglecting an important program or service. With this reclassification, the Youth Librarians would have more time for collection and program development. In addition to providing needed public desk coverage, the Library Assistant could keep social media/website updated. A **Library Assistant I - Adult Services** is requested to assist with the stark increase in the number of In-house classes and events, and the attendance at these adult oriented programs in the past six (6) years. Comparing the total numbers of In-house adult classes and events from FY 2012/2013 (429) to FY 2017/2018 (1,195) there was a 178.55% increase. Attendance at these programs in FY 2012/2013 (3,360) to FY 2017/2018 (14,789) was 340.15% increase. Public libraries are gateways to their communities that provide a way for folks to connect with resources, learn new skills and meet others. The increase in attendance we see is evidence of the success the Adult Services Department is having in the community. More staff is needed to sustain this success.

INFORMATION TECHNOLOGY DEPARTMENT								
Director of Technology and Communications	E	1	1	1	1	1	$	-
Systems Administrator	E	0	1	0	0	0	$	-
Information Technology Manager	E	0	0	1	1	1	$	6,510
Information Technology Support Specialist	NE	0	0	1	1	1	$	62,513
Communications Specialist	NE	1	1	1	1	1	$	62,513
Media Specialist	NE	0	0	0	1	1	$	62,613
Subtotal Department		2	3	4	5	5	$	194,149

Justification: A **Communications Specialist** position is needed to establish a dedicated person to coordinate our online presence, interface with the media and improve our marketing position. Presently, this effort is decentralized resulting in issues with information not being relayed through all appropriate channels. This proposed position would handle the management of all social media feeds, management of the web-site, management of the newsletter, would produce marketing materials and videos and would act as the single point of contact for media inquiries. Would serve as the City PIO and spokesperson for the City with the media. This position would work closely with departments to insure that information being provided to the public is both coordinated and accurate. A title change from Chief Information Officer to **Director of Technology and Communication** is requested if the position of Communications Specialist is created to encompass the communications role.

The **Information Technology Manager** position is requested in FY2021-22. Information Technology is the foundation for all City operations. Succession planning is paramount in sustainability in services. Work-loads are increasing. This position would be a reclassification of the exisiting System Administrator and would be an assistant director level position from which a person could successfully transition to the Director role. It would include supervision of the proposed Support Specialist, added roles such as budgeting, and would also retain system administrator responsibilities. This position would also serve in the abscence of the Director. An **Information Technology Specialist** position is requested in FY2021-22. The role of I.T. in the organzation is critical and the requirements of current staff continues to outpace reasonable expectations. As the foundation for all City operations, I.T. requires adequate personnel to handle the various deployments of new technology, the maintenance of existing technologies and the over-all manpower to address growing technology needs and concerns. Presently, existing staff is spread very, very thin and as a result, critical areas of responsibility are at risk, including security. There is only so much two individuals and facilitate. Staff is required to prioritize and often, lower priorities are not addressed in a timely fashion due to the lack of manpower. This proposed position would take the day to day support responsibilities off of exiting staff so that system administration, planning, security and other necessary I.T. requirements can be successfully addressed. Current staffing levels are not sufficient to maintain existing levels of service.

The **Media Specialist** is requested in FY 2022-23 and would be responsible for photograph documentation and filming and production of video programming for City events. Working with the Communications Specialist, this position would work to enhance the City's communication efforts between City staff and citizens, would manage all digital signage throughout the City, would manage the City's PEG channel and would create new content for the web site and City Youtube channel. This position would also assist in web site maintenance and would cross-train to fill in for the Communication Specialist when needed.

UNFUNDED POSITIONS	FLSA Status	Unfunded & Unmet Needs FY 2019-20	Future Needs FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	Financial Impact (Salary, Benefits, Training and Equipment)
DEPARTMENT							
Recreation Attendant (PT)	NE	0.5	0.5	0.5	0.5	0.5	$ 18,562
Chemical Applicator & Irrigation Technician	NE	1	1	1	1	1	$ 45,258
Subtotal Department		1.5	1.5	1.5	1.5	1.5	$ 63,820

Justification: The Chemical Applicator & Irrigation Technician is requested to augment the Parks Department. Specialization in irrigation will allow for scheduled checks and maintenance of the irrigation systems throughout our parks which can results in water savings. This additional position would relieve the Landscape Gardener and Parks Superintendent of irrigation and chemical spraying duties allowing them to focus on other parks' issues and their beautification.With the new Senior Active Adult Wing that is now a part of the Community Center building, the number of programs and activities are expanding. A Recreation Attendant (PT) position is requested to help taper down the average weekly hours of our current Recreation Attendants, keeping their hours under the required average of 30 hours. An additional Recreation Attendant position will also help cover shifts for other attendants when taking off work for sick or vacation.

POLICE							
POLICE DEPARTMENT							
Reserve Police Officer (PT)	NE	0.25	0.25	0.25	0.25	0.25	$ 27,229
Police Officer	NE	0	4	4	4	4	$ 335,392
Police Sergeant	NE	0	0	0	0	0	$ -
Subtotal Department		0.25	4.25	4.25	4.25	4.25	$ 362,621

Justification: The Reserve Police Officer (PT) position has been requested to supplement existing Patrol staff and to assist with special events. Four (4) Police Officer positions were unfunded between FY15-16, FY16-17 and FY17-18. It is requested that these four positions be refunded so that the Police Department can achieving staffing as approved in the Strength of Force Classifications adopted by the City Council and Civil Service Commission. These positions are needed to adquately staff shifts and to continue to provide the best quality of service and protection to the City of Watauga. Note: In FY20-21, two (2) Police Officer and one (1) Police Sergeant position will be moved from Traffic Safey (Fund 28) to General Fund. This movement is being tracked on the Personnel Improvement Plan.

POLICE - ENVIRONMENTAL SERVICES							
Code Enforcement Officer	NE	0	1	1	1	1	$ 78,672
Subtotal Department		0	1	1	1	1	$ 78,672

Justification: The Code Enforcement Officer position has been requested in FY2020-21 to supplement existing staff that is overloaded with code enforcement claims. A fourth position will allow for a geographic division of the city between all of the Code staff which allows for case balance and provides the level of customer service that is expected to keep Watauga a safe and attractive City.

PUBLIC WORKS DEPARTMENT							
PUBLIC WORKS - DEVELOPMENT SERVICES							
Engineering Technician I	NE	1	1	1	1	1	$ 72,488
Neighborhood Empowerment Zone Coordinator	NE	1	1	1	1	1	$ 52,726
Subtotal Department		2	2	2	2	2	$ 125,214

Justification: The Development Services Department desires to add an Engineering Technician I. This position will be responsible for assembling, organizing, and managing all aspects of geo-spacial data, compiling audit reports for water / sewer to maintain compliance with all state & federal agencies, grant writing and performing inspection for Development Services. as needed. This position will reduce the need for outside contracting and engineering costs. The Development Services Department desires to add a Neighborhood Empowerment Zone Coordinator position. This position would be responsible for guiding applicants to the Neighborhood Empowerment Zone program throught the vetting and processing stages for gaining approval for Basic Incentives or possible tax abatemens. This position would additionaly coordinate with other departments as necessary to research and process transactions for waived fees by determining validity of accounts, availability of funds or exemptions based on City agreements.

PUBLIC WORKS - STREETS							
Sign and Signal Technician II	NE	1	1	1	1	1	$ 2,576
Sign and Signal Technician I	NE	1	1	1	1	1	$ 52,775
Subtotal Department		2	2	2	2	2	$ 55,351

UNFUNDED POSITIONS	FLSA Status	Unfunded & Unmet Needs FY 2019-20	Future Needs FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	Financial Impact (Salary, Benefits, Training and Equipment)
Justification: The position of **Sign and Signal Technician II** is requested due to the increase in responsibilities of this existing position. This will be a reclassification. The incumbent must be certified to maintain and service the traffic signal boxes. They are responsible for school flashers, signs road markings throughout the city. A **Sign and Signal Technician** I position is requested to have additional personnel in the sign department. Currently an employee from the Street Department is used daily to assist in sign and signal operations.							
PUBLIC WORKS - FLEET MAINTENANCE							
Administrative Assistant - Fleet and Facilities	NE	1	1	1	1	1	$ 49,968
Subtotal Department		1	1	1	1	1	$ 49,968
Justification: Administrative Assistant - Fleet and Facilities would enhance the capabilities of this division by providing administrative support and freeing up the Superintendent's time to focus on coordinating projects and the needs of his staff. Without a supervisor role to overlook the 9 direct employees, the Superintendent is constantly juggling the abundance of purchase orders processed and tracking of invoices to managing his employees and projects. This position would create a more streamline working scenario and excel this division to higher standards.							
GENERAL FUND TOTAL		11.5	18.5	20.5	21.5	21.5	$ 1,319,086
SPECIAL REVENUE FUNDS							
FINANCE DEPARTMENT							
FINANCE - MUNICIPAL COURT SECURITY							
		0	0	0	0	0	
Subtotal Department		0	0	0	0	0	0
POLICE DEPARTMENT							
DISTRICT							
		0	0	0	0	0	
Subtotal Department		0	0	0	0	0	0
POLICE - TRAFFIC SAFETY							
		0	-5	-5	-5	-5	
Subtotal Department		0	-5	-5	-5	-5	0
Note: In FY2020-21, two (2) Police Officer and one (1) Police Sergeant position will be moved from Traffic Safey (Fund 28) to General Fund. Funding for School Crossing Guard positions will also be evaluated in FY2020-21. These changes are taking place as a results of HB1631 banning Red Light Cameras and the loss of revenue to the City.							
ECONOMIC DEVELOPMENT CORPORATION							
		0	0	0	0	0	
Subtotal Department		0	0	0	0	0	0
SPECIAL REVENUE FUNDS TOTAL		0	-5	-5	-5	-5	0
ENTERPRISE FUNDS							
PUBLIC WORKS DEPARTMENT							
PUBLIC WORKS - DRAINAGE UTILITY							
Storm Drain Maintenance Worker I	NE	0	0	1	1	1	$ 39,164
Subtotal Department		0	0	1	1	1	$ 39,164
Justification: The Storm Drain Utilities Division would like to expand its maintenance crew by 1 full time employee adding a **Storm Drain Maintenance Worker** I in FY 2021-22 in order to maintain the highest level of service possible to the residents of Watauga. The Storm Drain crew currently employes two (2) Equipment Operators, one (1) Storm Drain Maintenance Worker II and one (1) Storm Drain Maintenance Worker I. The Equipment Operators are usually not with the crews because of other duties which leaves only two individuals to maintain channels. In the event of illness, vacation or other circumstances this leaves the Storm Drain crew understaffed.							
PUBLIC WORKS - WATER DISTRIBUTION							
Environmental Compliance Specialist	NE	1	1	1	1	1	$ 69,735
Subtotal Department		1	1	1	1	1	$ 69,735
Justification: The position of **Environmental Compliance Specialist** is requested. Duties will include keeping the City in compliance with all state and federal agencies. This employee will handle water/ sewer audits, Consumer Confidence Report (CCR), Cross Connection Control Program (CCCP) and all other reports. This additional level could also provide a promotional path for current employees.							

UNFUNDED POSITIONS	FLSA Status	Unfunded & Unmet Needs FY 2019-20	Future Needs FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	Financial Impact (Salary, Benefits, Training and Equipment)
PUBLIC WORKS - SEWER COLLECTION							
		0	0	0	0	0	
Subtotal Department		0	0	0	0	0	$ -
FINANCE - UTILITY BILLING & COLLECTIONS							
		0	0	0	0	0	
Subtotal Department		0	0	0	0	0	0
ENTERPRISE FUNDS TOTAL		1	1	2	2	2	$ 108,899
TOTAL ALL FUNDS		12.5	14.5	17.5	18.5	18.5	$ 1,427,985

WATAUGA
TEXAS
"A GREAT PLACE TO LIVE"

AGENDA MEMORANDUM

DATE: September 11, 2019

TO: Honorable City Council Members

FROM: Sandra Gibson, CGFO, CGFM, Director of Finance

SUBJECT: Consideration and action on approval of an Ordinance of the City of Watauga, Texas, amending the General Fund Budget for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020; approving supplemental appropriations.{CAPTION}

BACKGROUND/INFORMATION:

Article IX, Subsection 9.04A of the City Charter authorizes, upon the city manager's certification of the availability of revenues in excess of those estimated in the budget, the City Council to make supplemental appropriations towards the intended purposes for which the same were made or designated.

The City Manager has certified that additional revenues are available for appropriation for the FY 2019-2020 Budget Year resulting from the following: 1) award of the SAFER Grant; 2) initiation of certain cost recovery billings for the Fire Department; and 3) the Texas Supplemental Ambulance Payments Program. These revenues are outlined in Attachment A.

The supplemental revenues will be applied towards the intended purposes of an amendment to the existing classification plan to add three (3) Firefighter positions and create three (3) Driver/Engineer positions. The City of Watauga's Fire Department was awarded the Staffing for Adequate Fire and Emergency Response (SAFER) Grant provided by FEMA on September 6, 2019 which provides for 75% funding for six (6) additional firefighters in Year 1 (FY 2019-2020). During a Workshop on September 9, 2019, City Council provided direction to the City Manager and staff to accept the SAFER Grant and increase the number of firefighters within the department. In addition, City Council provided direction to staff to establish a cost recovery revenue source for the Fire Department which will allow the City to fund the Driver/Engineer positions. The expenses relating to additional staffing and cost recovery services is outlined in Attachment A.

The attached proposed ordinance to amend the FY 2019-2020 Adopted Budget for the General Fund has been reviewed by legal.

AGENDA MEMORANDUM

FINANCIAL IMPLICATIONS:
See Attachment A for supplemental revenues and appropriations.

RECOMMENDATION/ACTION DESIRED:
Respectfully recommend the Council review and take action on the item presented.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:
1. Budget Amendment Ordinance legal review final
2. Attachment A: Supplemental Revenues and Expenditures

REVIEWED BY:

George Hyde, Legal	Approved - 9/13/2019
Andrea Gardner, City Manager	Final Approval - 9/13/2019

Approved as to form for inclusion on Agenda

ORDINANCE NO. 2019-021

AN ORDINANCE OF THE CITY OF WATAUGA, TEXAS, AMENDING THE GENERAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020; APPROVING SUPPLEMENTAL APPROPRIATIONS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Watauga Fire Department was awarded the Staffing for Adequate Fire and Emergency Response (SAFER) Grant on September 6, 2019, providing funding for six (6) additional Firefighter positions; and

WHEREAS, on September 9, 2019, the City Council of the City of Watauga, Texas, passed, adopted and approved the City of Watauga, Texas, General Budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020 ("Fiscal Year 2019-2020); and

WHEREAS, Section 102.010 of the Local Government Code allows the City Council of the City of Watauga to make changes in the Fiscal Year 2019-2020 budget for municipal purposes; and

WHEREAS, Article IX, Subsection 9.04A of the City Charter authorizes, upon the city manager's certification of the availability of revenues in excess of those estimated in the budget, the City Council to make supplemental appropriations towards the intended purposes for which the same were made or designated; and

WHEREAS, the City Manager has certified the availability for appropriation revenues as a result of the award of the SAFER Grant and as a result of increased revenues for fire inspection/recovery services and ambulance supplemental payments; and

WHEREAS, the City Council hereby finds that the supplemental appropriations as set forth in this ordinance fall within the intended purposes of the revenues as certified by the City Manager; and

WHEREAS, in accordance with state law and the City Charter, the City Council is of the opinion that the budget should be amended;

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

SECTION 1.

The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2.

The General Fund Budget of the City of Watauga, Texas, for Fiscal Year 2019-2020 is hereby amended as set forth in Exhibit A which is attached hereto and incorporated herein for all purposes.

SECTION 3.

The Fiscal Year 2019-2020 City of Watauga Budget is hereby amended to reflect the supplemental revenues and appropriations listed above.

SECTION 4.

This ordinance shall be and is hereby cumulative of all other ordinances of the City of Watauga, Texas and this Ordinance shall not operate to repeal or affect any such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which such event conflicting provisions of this Ordinance, in which such event conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 5.

If any section, subsection, sentence, clause, or phrase of this Ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6.

This Ordinance shall become effective and shall be in full force and effect from and after the date of passage and adoption by the City Council of the City of Watauga, Texas, and upon application of law and in accordance with Sections 3.11 and 3.13 of the Charter of the City of Watauga, Texas.

PASSED AND ADOPTED By the City Council of the City of Watauga, Texas this 16th day of September, 2019.

____
Arthur L. Miner, Mayor

ATTEST:

____
Andrea Gardner, City Secretary

APPROVED AS TO FORM AND LEGALITY:

____
George Hyde, Interim City Attorney

ATTACHMENT A: SUPPLEMENTAL REVENUES AND APPROPRIATIONS GENERAL FUND (FUND 01)
FY 2019 - FY 2020

SUPPLEMENTAL REVENUES & SAFER GRANT				
PERIOD	DESCRIPTION	Revenues	Grant Reimburse Portion	TOTAL REV/GRANT
10 months (Dec 1)	Safer Grant 3 positions		$ 150,688	$ 150,688
9 months (Jan 1)	Safer Grant 3 positions		$ 135,619	$ 135,619
11 months (Nov 1)	Fire Inspection/Cost Recovery	$ 80,000		$ 80,000
12 months	Ambulance Supplemental Payments (TXASPP)	$ 100,000		$ 100,000
TOTAL SUPPLEMENTAL REVENUES		$ 180,000	$ 286,307	$ 466,307

SUPPLEMENTAL EXPENDITURES				
PERIOD	DESCRIPTION	City Expense	Grant Portion to be reimbursed	TOTAL EXPENSES
10 months (Dec 1)	Safer Grant 3 positions	$ 50,229	$ 150,688	$ 200,917
9 months (Jan 1)	Safer Grant 3 positions	$ 45,206	$ 135,619	$ 180,826
11 months (Nov 1)	Fire Inspection/Cost Recovery	$ 12,000		$ 12,000
7 months (Mar 1)	Driver/Engineer	$ 71,400		$ 71,400
TOTAL SUPPLEMENTAL APPROPRIATIONS		$ 178,836	$ 286,307	$ 465,143

REVENUES OVER EXPENSE	$ 1,164.18

WATAUGA
TEXAS
"A GREAT PLACE TO LIVE"

AGENDA MEMORANDUM

DATE: September 11, 2019

TO: Honorable City Council Members

FROM: Shawn Fannan, Fire Chief

SUBJECT: Discuss and consider action on a resolution accepting the SAFER (Staffing for Adequate Fire and Emergency Response) grant award for FY 2018 and authorizing the City Manager to act on behalf of the City to comply with all SAFER Grant requirements associated with the FY 2018 award.

BACKGROUND/INFORMATION:

The City of Watauga Fire Department received notification from FEMA on September 6, 2019 of the City's SAFER grant application approval.

The Fire Chief informed the City Council of the award notification from FEMA during the September 9, 2019 Council Workshop. As stated during the workshop, the grant will provide funding for six (6) firefighter positions. An increase in NFPA (National Fire Protection Agency) 1710 staffing will allow the City to provide increased EMS service to Watauga. The increase will occur due to having sufficient personnel to staff a second first out ambulance. Currently, the City of Watauga utilizes mutual aid to provide EMS services when the one ambulance in service is on a call. The use of mutual aid causes the City to collect less revenue than could be generated with operating a second ambulance.

Future plans exist to also provide EMS services/complete calls in the unincorporated areas of Tarrant County, which will also increase ambulance billing revenues.

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

City staff respectfully recommends the City Council approve a resolution accepting the SAFER grant award for Fiscal Year 2018 and authorizing the City Manager to act on behalf of the City of Watauga to comply with all grant requirements associated with the award.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

AGENDA MEMORANDUM

1. SAFER Grant Resolution 2019-020
2. Award Notification
3. Grant Budget

REVIEWED BY:

Shawn Fannan, Fire Chief	Approved - 9/12/2019
George Hyde, Legal	Approved - 9/13/2019
Sandra Gibson, CGFO, CGFM, Director of Finance	Approved - 9/13/2019
Andrea Gardner, City Manager	Final Approval - 9/13/2019

Approved as to form for inclusion on Agenda

CITY OF WATAUGA, TEXAS
RESOLUTION NO. 2019-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS, ACCEPTING THE AWARD OF A STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT IN THE AMOUNT $892,075 FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FISCAL YEAR 2018 SAFER GRANT PROGRAM FOR SIX FIREFIGHTER PERSONNEL AND AUTHORIZING THE CITY MANAGER TO ACT ON BEHALF OF THE CITY OF WATAUGA TO COMPLY WITH ALL SAFER GRANT REQUIREMENTS ASSOCIATED WITH THE FY 2018 AWARD.

WHEREAS, the Watauga Fire Department submitted a Staffing for Adequate Fire and Emergency Response application to the Federal Emergency Management Agency in March 2019 requesting funding for the personnel and benefit costs for six firefighter positions; and

WHEREAS, on September 6, 2019, the City of Watauga Fire Department was notified by FEMA of the SAFER grant award for FY 2018; and

WHEREAS, the City Council finds acceptance of the SAFER grant award to be in the best interest of the City of Watauga; and

WHEREAS, the Watauga Fire Department recognizes the grant award will provide the City the opportunity to staff a second ambulance in a financially feasible manner and will generate additional revenues from ambulance billing to fund the positions once the grant funding ends; and

WHEREAS, the action authorized by this Resolution is in furtherance of the public interest, for the good of the community, and necessary and proper for carrying out the authority granted by law to the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Watauga, Texas that:

I.

The City Council hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the Council hereby incorporates such recitals as a part of this Resolution.

II.

The City of Watauga accepts the Staffing for Adequate Fire and Emergency Response grant award and authorizes the City Manager to act on behalf of the City for all matters related to the grant award acceptance.

III.

This Resolution shall be and is hereby cumulative of all other resolutions of the City of Watauga, Texas and this resolution shall not operate to repeal or affect any such other resolutions except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this resolution, in which event such conflicting provisions, if any, in such other resolution or resolutions are hereby repealed.

V.

If any section, subsection, sentence, clause or phrase of this resolution shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this resolution.

VI.

This resolution shall become effective and be in full force and effect from and after the date of passage and adoption by the City Council of the City of Watauga, Texas, and upon approval thereof by the Mayor of the City of Watauga, Texas and publication hereof as prescribed by law.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas on this 16th day of September 2019.

APPROVED

____
Arthur L. Miner, Mayor

ATTEST:

____
Andrea Gardner, City Secretary

APPROVED AS TO FORM AND LEGALITY:

____
City Attorney

Randy Barkley

From:	FEMA GO <no-reply@fema.dhs.gov>
Sent:	Friday, September 6, 2019 6:00 AM
To:	Randy Barkley
Cc:	Shawn Fannan; Brian Hatfield
Subject:	Award Notification (Application Number: [EMW-2018-FH-00526])
Follow Up Flag:	Flag for follow up
Flag Status:	Flagged

Dear Randy,

Congratulations! Your grant application submitted under the Grant Programs Directorate's Fiscal Year (FY) 2018 Staffing for Adequate Fire and Emergency Response (SAFER) has been approved for award.

Please use the FEMA GO system at https://go.fema.gov to accept or decline your award. Please note that you will have thirty (30) days from the date of this award notification to either accept or decline the award, and that the award must be accepted or declined by an Authorized Organization Representative (AOR) within the FEMA GO system. Instructions for registering within the system and becoming an AOR are available at https://www.fema.gov/gmm-training-resources.

Once you are in the system and made an AOR for your organization, your home page will be the first screen you see. You will see a section entitl ed My Gr ants. In this section, please select the award acceptance link for EMW-2018-FH-00526 under Fiscal Year (FY) 2018 Staffing for Adequate Fire and Emergency Response (SAFER). View your award package and indicate your acceptance or declination of award. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

If you have questions on using the FEMA GO system, please reach out to the FEMA Enterprise Service Desk (1-877-611-4700). For programmatic questions about your grant, please reach out to the AFG Helpdesk (firegrants@fema.dhs.gov / 1-866-274-0960).

All recipients are required to comply with FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FEMA Policy (FP) 108-023-1, Environmental Planning and Historic Preservation Policy Guidance.

If you have qu estions, please reach out to the AFG Helpdesk (firegrants@fema.dhs.gov / 1-866-274-0960) or the FEMA GO team (femago@fema.dhs.gov).

Sincerely,

Grants Management Branch

Staffing for Adequate Fire and Emergency Response (SAFER)

Department of Homeland Security / FEMA

Budget

Hiring of Firefighters:

There is a three-year period of performance for grants awarded under the Hiring of Firefighters Activity. The amount of Federal funding provided to a recipient for hiring a firefighter in any fiscal year may not exceed -

- Year One: 75 percent of the usual annual costs of a first-year firefighter as provided in the Request Details section;
- Year Two: 75 percent of the usual annual cost of a first-year firefighter as provided in the Request Details section;
- Year Three: 35 percent of the usual annual cost of a first-year firefighter as provided in the Request Details section.

Review and confirm the budget information below. If you need to change any of the budget amounts on the matrix, you will need to update the information on the previous Request Details screen.

When you are finished, press the *Save and Continue button* below.

Budget Matrix

	First 12-Month Period	Second 12-Month Period	Third 12-Month Period	**Total**
Personnel	376,788	376,788	376,788	**1,130,364**
Benefits	105,414	105,414	105,414	**316,242**
Total:	**482,202**	**482,202**	**482,202**	**1,446,606**
Total Applicant Share	120,550	120,550	313,431	**554,531**
Total Federal Share	361,652	361,652	168,771	**892,075**

FEMA Form 080-0-4a

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

Staffing for Adequate Fire and Emergency Response Hiring of Firefighters Application (Questions and Narrative)

OMB Collection Number: 1660-0135
Expiration Date: 01/31/2021

PAPERWORK BURDEN DISCLOSURE NOTICE
FEMA Form 080-0-4a

Request Details

* In cases of demonstrated economic hardship, and upon the request of the grant applicant, the FEMA Administrator may waive or reduce a SAFER Hiring grant recipient's position cost limit, cost share requirement, the minimum budget requirement, and/or the restriction on supplanting. Is it the department's intent to apply for any of the available waivers?	No

* If yes, which type of waiver will be applied for?	

Activity	Action
Hiring of Firefighters	View Details

Budget Item	Number of positions	Cost Per Firefighter		Overall Total	Action
(Budget Line Item).	6	**Annual Salary**	62,798	1,446,606	View Details
		Annual Benefits	17,569		
		Total	80,367		

Overall total for budget line item: 1,446,606

Total Funding Requested: 1,446,606

View Budget Item

* How many full-time firefighter positions, including positions that will be job-shared, are you requesting? "Full-time" is considered 2,080 hours or more worked per year and entitles the employee to receive benefits earned by the other full-time employees in the organization. "Job-share" is the term used to describe the hiring of more than one person to fill one full-time position. Part-time positions are less than 2,080 hours per year. Often part-time employees do not earn benefits or do not earn them at the same rate or level as full-time employees	6
If you are requesting to fund a **full-time position(s)** that will be "job-shared" by more than one individual you must indicate how many individuals will fill the position(s), how they will be used and scheduled to fill the position(s), and provide an explanation as to why the position will be shared. (1000 characters)	
* What are the current usual annual costs of a first-year firefighter in your department? "Usual annual costs" includes the base salary (exclusive of non-FLSA overtime) and the standard benefits package (including the **average** health cost, dental, vision, FICA, life insurance, retirement/pension, etc.) offered by the fire departments to first-year (i.e. entry-level) firefighters.	Annual Salary: $ 62,798 Annual Benefits: $ 17,569
* What costs are included in the standard benefits package your department provides to first-year firefighters? You must provide details on the dollar amounts or percentages for each benefit being provided (health costs (family, employee only, employee plus one), dental, vision, FICA, life insurance, retirement/pension, etc.). (2000 characters) **NOTE:** Failure to provide this information may results in reductions to the requested amounts.	Total Benefits cost:$17,569 (Includes retirement @ 13.82% of base, Medical (employee) $7,236, Dental (employee) $375, Vision (employee) $78.00, Medicare, $911.00 (1.45% of base salary), Life (employee) $297 Total Salary & Benefits: $80,367 Benefit Detail: Retirement 13.82% Base Salary or $8,672 Medical:$ 7,236 Dental: $375 Vision: $78 Medicare: $911 Life INS: $297

FEMA Form 080-0-4a

Close Window

WATAUGA
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AGENDA MEMORANDUM

DATE: September 12, 2019

TO: Honorable City Council Members

FROM: Sandra Gibson, CGFO, CGFM, Director of Finance

SUBJECT: Discuss and consider action on an ordinance establishing and implementing a program to charge mitigation rates for the deployment of emergency services by the Watauga Fire Department

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BACKGROUND/INFORMATION:

The attached ordinance is necessary for billing purposes related to the cost recovery program presented to Council during the September 9, 2019 Workshop. During the Workshop, Council provided direction to move forward with the implementation of the cost recovery program.

The attached ordinance and fee schedule have been reviewed and approved by the City Attorney.

FINANCIAL IMPLICATIONS:

Approximately $40,000 in revenues are anticipated.

RECOMMENDATION/ACTION DESIRED:

City staff respectfully recommends the City Council approve Ordinance No. 2019-022

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Mitigation Rates Ordinance

REVIEWED BY:

George Hyde, Legal	Approved - 9/13/2019
Shawn Fannan, Fire Chief	Approved - 9/13/2019
Sandra Gibson, CGFO, CGFM, Director of Finance	Approved - 9/13/2019
Andrea Gardner, City Manager	Final Approval - 9/13/2019

Approved as to form for inclusion on Agenda

Ordinance No. _____

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS ESTABLISHING AND IMPLEMENTING A PROGRAM TO CHARGE MITIGATION RATES FOR THE DEPLOYMENT OF EMERGENCY SERVICES BY CITY OF WATAUGA FIRE DEPARTMENT; AMENDING THE FEE SCHEDULE OF CHAPTER 12 OF THE CODE OF ORDINANCES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Watauga Fire Department provides fire protection and emergency services to the citizens of Watauga, its extraterritorial jurisdiction and those surrounding areas in which it has an interlocal agreement; and

WHEREAS, the City Council of the City of Watauga, Texas has determined that it is in the best interests of the citizens of Watauga and the surrounding areas that the Watauga Fire Department recoup its costs associated with providing fire protection and other emergency services; and

WHEREAS, the emergency services response activity to incidents continues to increase annually, and environmental protection, homeland security, and emergency services licensing regulations involving equipment and training create additional demands on all operations aspects of the Watauga Fire Department's services; and

WHEREAS, the Watauga Fire Department has investigated different methods to maintain a high level quality of emergency service capability throughout constantly increasing service demands, while maintaining an effective emergency response by the [fire department] decreases the costs of incidents to insurance carriers through timely and effective management of emergency situations, saving lives and reducing property and environmental damage; and

WHEREAS, raising real property tax to meet the increase in emergency service demands would not be fair to the property owners when a substantial number of motor vehicle incidents and other emergency services involve individuals not owning property or paying taxes in the Watauga Fire Department's service area; and the ability of the Fire Department to effectively respond decreases the liability of insurance companies by saving lives and minimizing property and environmental damage; and

WHEREAS, the City Council desires to implement a fair and equitable procedure to collect said mitigation rates and shall establish a billing system in accordance with applicable laws, regulations, and guidelines.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Watauga, Texas as follows:

I.

The foregoing facts and recitations are hereby found to be true and correct and adopted herein for all purposes.

II.

The City of Watauga shall initiate mitigation rates for the delivery of emergency services by the fire department for personnel, supplies, services, and equipment to the scene of motor vehicle and other emergency incidents as provided by the amendment to the Chapter 12 Fee Schedule below and further illustrated in Exhibit A. The mitigation rates are based on the actual cost of the services and that which is usual, customary, and reasonable (UCR) as illustrated in Exhibit A.

III.

The mitigation rates shall be filed to the responsible party(s) through their insurance carrier, representing an add-on cost of the claim for damages of the vehicles, property, and/or injuries. The claim costs shall be filed to the insurance coverage of the owner of a vehicle, owner of property, or responsible parties. In some circumstances, the responsible party will be billed directly.

IV.

The City of Watauga Code of Ordinances is hereby amended by adding new Section 12-14 to Chapter 12 to provide as follows:

"Chapter 12 - FEE SCHEDULE

. . . .

Sec. 12-14. - Fire Department Mitigation Rates

The fees set forth in this section shall be charged on a per hour basis. When a claim is submitted, it will be itemized and based on the actual services provided.

(a) *Motor Vehicle Accidents*.
 (1) *Level 1* - $487.00.
 (2) *Level 2* - $554.00.
 (3) *Level 3* - $677.00.
 (4) *Add-On Services*.
  i. *Extrication* - $1,461.00.
  ii. *Creating a Landing Zone* - $448.00.
 (5) *Additional Time On-Scene*.
  i. *Engine* - $448.00.
  ii. *Truck* - $560.00.
  iii. *Miscellaneous Equipment* - $336.
(b) *Hazmat Services*.
 (1) *Level 1* - $784.00.
 (2) *Level 2* - $2,800.00.
 (3) *Level 3* - $6,608.00.
  i. Level 3 services include 3 hours of on-scene time. Each additional hour shall cost $336.00 per HAZMAT team.
 (4) *Additional Time On-Scene For All Service Levels.*
  i. *Engine* - $448.00.
  ii. *Truck* - $560.00.
  iii. *Miscellaneous Equipment* - $336.00.
(c) *False Alarm Billing Rates.*

(1) The first and second false alarms within twelve (12) months in a calendar year are free of charge.
(2) Three (3) or more false alarms in a twelve (12) month calendar year are billed at $100.00 per event.

(d) *First Responder (No Transport)* - $350.00 per incident.
(e) *First Responder Subscription (No Transport)* - $50.00 annually.
(f) *Fire Investigation Team* - $308.00.
(g) *Fire*s.
    (1) $448.00 per hour, per engine.
    (2) $560.00 per hour, per truck.
(h) *Illegal Fires*.
    (1) $448.00 per hour, per engine.
    (2) $560.00 per hour, per truck.
(i) *Water Incidents.*
    (1) *Level 1* - $448.00 plus $56.00 per hour, per rescue person.
    (2) *Level 2* - $896.00 plus $56.00 per hour, per rescue person.
    (3) *Level 3* - $2,240 plus $56.00 per hour, per rescue person, plus $112.00 per hour per HAZMAT team member.
    (4) *Level 4* - Each Level 4 incident shall be billed as an independent event with the mitigation rates determined by the itemized rates set forth in this Section.
(j) *Back Country or Special Rescue*.
    (1) *Response vehicle* - $448.00.
    (2) *Rescue person* - $56.00 per hour, per rescue person.
(k) *Chief Response* - $280.00.
(l) *Miscellaneous Time On-Scene*.
    (1) *Engine* - $448.00.
    (2) *Truck* - $560.00.
    (3) *Miscellaneous Equipment* - $336.00.**”**

V.

The City Council may make rules or regulations, or may amend, revoke, or add rules and regulations, not consistent with this Section, as deemed necessary or expedient for billing these mitigation rates or the collection thereof.

VI.

The City of Watauga may enforce the provisions of this Ordinance by civil action in a court of competent jurisdiction for the collection of any amounts due hereunder, plus attorneys' fees, costs, and expenses

VII.

This Ordinance shall be and is hereby cumulative of all Ordinances of the City of Watauga, Texas, and this Ordinance shall not operate to repeal or affect any such other Ordinances except insofar as the provision thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event, such conflicting provisions, if any, in such Ordinance or Ordinances are hereby repealed.

VIII.

If any section, sub-section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

IX.

This Ordinance shall become effective and shall be in full force and effect from and after the date of passage and adoption by the City Council of the City of Watauga, Texas, and upon application of law and in accordance with Sections 3.11 and 3.13 of the Charter of the City of Watauga, Texas.

APPROVED:

____
ARTHUR L. MINER, Mayor

ATTEST:

____
ANDREA GARDNER, City Secretary

APPROVED AS TO FORM AND LEGALITY:

____
GEORGE E. HYDE, Interim City Attorney

EXHIBIT A

MITIGATION RATES
BASED ON PER HOUR

The mitigation rates below are average "billing levels" and are typical for the incident responses listed; however, when a claim is submitted, it will be itemized and based on the actual services provided.

MOTOR VEHICLE INCIDENTS

Level 1 - $487.00
Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

Level 2 - $554.00
Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 - CAR FIRE - $677.00
Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES

Extrication - $1,461.00
Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department must free/remove anyone from the vehicle(s) using any equipment. The Department will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - $448.00
Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: The Department has the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

ADDITIONAL TIME ON-SCENE
Engine billed at $448 per hour.
Truck billed at $560 per hour.
Miscellaneous equipment billed at $336.

HAZMAT

Level 1 - $784.00
Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - $2,800.00
Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or 8 suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 -$6,608.00
Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or 8 suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - each additional hour @ $336.00 per HAZMAT team.

ADDITIONAL TIME ON-SCENE (for all levels of service)
Engine billed at $448 per hour.
Truck billed at $560 per hour.
Miscellaneous equipment billed at $336.

FALSE ALARM BILLING RATES

(a) The first and second false alarms within twelve (12) months in a calendar year are free of charge

(b) Three (3) or more false alarms in a twelve (12) month calendar year are billed at $100.00 per event

FIRST RESPONDER (NO TRANSPORT)
$350.00 PER INCIDENT

FIRST RESPONDER SUBSCRIPTION (NO TRANSPORT)

$50.00 PER YEAR

FIRE INVESTIGATION
Fire Investigation Team - $308.00 per hour.
Includes:

- Scene Safety
- Investigation
- Source Identification
- K-9/Arson Dog Unit
- Identification Equipment
- Mobile Detection Unit
- Fire Report

The claim begins when the Fire Investigator responds to the incident and is billed for logged time only.

FIRES
Assignment - $448.00 per hour, per engine / $560.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common "billing level". This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES
Assignment - $448.00 per hour, per engine / $560.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions, or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1
Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

Billed at $448 plus $56 per hour, per rescue person.

Level 2
Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at $896 plus $56 per hour, per rescue person.

Level 3
Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at $2,240 plus $56 per hour per rescue person, plus $112 per hour per HAZMAT team member.

Level 4
Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will *be* billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE
Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed $448 for the first response vehicle plus $56 per rescue person. Additional rates of $448 per hour per response vehicle and $56 per hour per rescue person.

CHIEF RESPONSE
This includes the set-up of Command and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at $280 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE
Engine billed at $448 per hour.
Truck billed at $560 per hour.
Miscellaneous equipment billed at $336.

MITIGATION RATE NOTES
The mitigation rates above are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

WATAUGA
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AGENDA MEMORANDUM

DATE: September 11, 2019

TO: Honorable City Council Members

FROM: Shawn Fannan, Fire Chief

SUBJECT: Discuss and consider action authorizing the Mayor to execute an agreement between the City of Watauga and EmergiFire, LLC for Fire/Emergency Response Billing services in a form approved by the City Attorney

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BACKGROUND/INFORMATION:

During the Workshop held on September 9, 2019, a representative of EmergiFire and the City's Fire Chief presented a billing program to the City Council. Such a program will provide billing services for fire and building inspections of commercial properties and billing for emergency response. The emergency response portion of the program is one that in large part as only been utilized by wrecker service companies. The emergency response clean up and use of equipment, apparatus and personnel on scenes is a cost covered by insurance companies. The cost for such coverage is included the insurance policies and most individuals are simply unaware of that coverage.

The billing from the program will provide the revenues required to fund the Driver/Engineer positions requested by the Fire Department during the FY 2018-19 and FY 2019-20 Budgets but were unable to be funded without such a revenue source.

FINANCIAL IMPLICATIONS:

A budget amendment and personnel improvement plan amendment are required to add the Driver positions and the funding for the positions in the Fire Department General Fund Budget for FY 2019-20.

The program is anticipated to generate revenues of $80,000 for FY 2019-20.

RECOMMENDATION/ACTION DESIRED:

City staff respectfully recommends the City Council authorize the Mayor to execute an agreement with EmergiFire, LLC for Fire/Emergency Response Billing services upon City Attorney approval of legal form and content.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

AGENDA MEMORANDUM

1. 2019 EmergiFire Service Agreement

REVIEWED BY:

Shawn Fannan, Fire Chief	Approved - 9/12/2019
George Hyde, Legal	Approved - 9/13/2019
Sandra Gibson, CGFO, CGFM, Director of Finance	Approved - 9/13/2019
Andrea Gardner, City Manager	Final Approval - 9/13/2019

Approved as to form for inclusion on Agenda

AGREEMENT FOR FIRE/EMERGENCY RESPONSE BILLING

This Agreement is entered into this _________ day of _____________________, 2019, by and between EmergiFire, LLC, a Texas business corporation, and City of Watauga, a Texas municipality ("Client").

RECITALS

WHEREAS, Client, is engaged in the business of providing fire cost recovery services as detailed below;

WHEREAS, EmergiFire is engaged in the business of providing third-party billing and accounts receivable management for Fire/Emergency Response Billing Services related to motor vehicle accidents and other emergency responses for emergency service organizations;

WHEREAS, [client] desires to utilize EmergiFire for billing and claims management services for its organization; and

WHEREAS, EmergiFire is willing to provide such Fire/Emergency Response Billing Services upon the terms and conditions provided in this Addendum;

THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties, intending to be legally bound, agree as follows:

1. Appointment. Client hereby engages EmergiFire to exclusively perform the Fire/Emergency Response Billing Services set described in Paragraph 2 of this Agreement and EmergiFire accepts such exclusive appointment and agrees to provide Fire/Emergency Response Billing Services in accordance with the terms of this Agreement. Client agrees that it will not enter into any contract, agreement, arrangement or understanding with any other person or entity, the purpose of which is to provide for the same or substantially similar Fire/Emergency Response Billing Services during the term of the Agreement, unless the parties agree otherwise as set forth in writing in an Addendum to this Agreement. For purposes of the appointment, the recitals set forth above are incorporated by reference and made a part of this Agreement as if set forth in their entirety.

2. Fire/Emergency Response Billing Services. EmergiFire agrees to perform the following duties (collectively referred to as the "Services") on behalf of Client:

a. Provide Client with instructions for the submission of Required Documentation to EmergiFire. For purposes of this Agreement, "Required Documentation" shall consist of prehospital emergency response reports (also referred to as "trip sheets" or "run reports") and direct contact information to obtain the law enforcement report and other documentation necessary for EmergiFire to perform the Fire/Emergency Response Billing Services under this Agreement. All Required Documentation must be signed in accordance with applicable laws, regulations and payer guidelines.

b. Review the Required Documentation, based on the information supplied by Client, for completeness and eligibility for submission to request reimbursement and to verify compliance under applicable laws, regulations or payer rules, based upon EmergiFire's understanding of said laws, regulations or payer rules applicable to the date the emergency response services were rendered. If any Required Documentation is missing, EmergiFire will request necessary documentation from Client.

c. Promptly prepare and submit claims deemed complete and eligible for reimbursement by EmergiFire in conformance with this Agreement for electronic or paper submission to the responsible party or payer based on the information supplied by Client. In the event that EmergiFire deems the Required Documentation to be incomplete or inconsistent, EmergiFire will notify Client that additional information may be required to process the claim, and EmergiFire will return any or all of the Required Documentation to Client that EmergiFire determines may be incomplete or inaccurate and will not be responsible to submit any claims with insufficient documentation. EmergiFire will decide regarding the appropriate submission of the claim based on the information supplied by Client. Client understands and acknowledges that not all accounts will satisfy the eligibility requirements of all payers, and that it might not be possible to obtain reimbursement in all cases. EmergiFire makes no representation or warranty that all claims are payable or will be paid, and Client agrees to abide by EmergiFire's decisions regarding claim submission based on the information provided to EmergiFire by Client.

d. Promptly post payments made on Client's behalf by patients, insurers and others.

e. Provide monthly reports to Client, which include, at a minimum, cash received, accounts receivable and balance summary. EmergiFire shall furnish those reports to Client.

f. If Client desires that its payors be able to pay their accounts utilizing credit cards on a future date, establish a credit card merchant account and related capabilities to permit Client's patients to pay via any major credit card. EmergiFire shall in its sole discretion determine which credit cards, if any, it will accept.

3. <u>Specifically Excluded Duties of EmergiFire.</u> Notwithstanding any provisions of this Agreement to the contrary, EmergiFire shall *not* be responsible to:

a. Initiate or pursue litigation for the collection of past due accounts.

b. Invoice for Client's ambulance and non-ambulance medical transportation services, including but not limited to ambulance transportation, mobile integrated health programs, paratransit services, wheelchair van, invalid coach services, litter vans and stretcher cars, unless specific arrangements are made otherwise.

c. Negotiate any checks made payable to Client, though EmergiFire may receive funds as an agent of Client for transmittal to Client where permitted by Client;

d. Accept reassignment of any benefits payable to Client;

e. Provide legal advice or legal services to Client, any of Client's patients or payers, or anyone acting on Client's behalf;

4. Responsibilities of Client. Client agrees to do the following, at its sole cost and expense:

a. Provide EmergiFire with all Required Documentation, as set forth in Paragraph 2(a), above, as well as the following data: Involved Party's Name and Address, Date of Birth, Date of Service, Services Rendered (including response vehicles, personnel, activities of responders, etc.), Beginning and Ending Run Times, and all other relevant information, and ensure that this data and the information contained on the Required Documentation is complete and accurate. EmergiFire reserves the right to modify any Required Documentation or data at any time in accordance with new or revised payer requirements, and will provide a copy of any such revisions to Client in writing. Client acknowledges that EmergiFire must rely upon the accuracy and completeness of the forms, signatures and other documentation provided to it by Client to allow EmergiFire to perform the Fire/Emergency Response Billing Services specified in this Agreement. EmergiFire is not in a position to verify the accuracy or completeness of the Required Documentation provided by Client. By forwarding any such documentation to EmergiFire, Client expressly represents and warrants that any such documentation is complete and accurate, and that EmergiFire may rely upon the completeness and accuracy of any such documentation in performing its Services under this Agreement. Client bears sole responsibility for the claim submissions made by EmergiFire on its behalf based upon the aforementioned documentation submitted to EmergiFire by Client, and, notwithstanding any other term or provision of this Agreement, Client will defend, indemnify and hold harmless, to the extent allowed by law, EmergiFire for any billing or claim submission decisions made by EmergiFire based on documentation submitted to EmergiFire by Client if such documentation is later determined to be negligently incomplete or inaccurate.

b. Maintain its qualifications, if required, to provide emergency response services, including any required local, state and/or federal licenses, permits, certificates or enrollments (collectively, "Licenses"), and to remain in good standing with any required state and federal emergency response programs. Client shall provide copies of all current Licenses, including renewals, to EmergiFire. Client shall be responsible to maintain a National Provider Identifier (NPI) number and to update the information associated with its NPI. Client expressly represents and warrants that it will not forward accounts for processing by EmergiFire if the account is ineligible for payment or reimbursement, or if Client is ineligible for payment by any payers or insurers as a result of its licensure status, exclusion or other sanction with such payer or insurer, or other legal impediment, and that it will promptly notify EmergiFire of any suspension or revocation of any required license, permit, certification or enrollment, or exclusion from any state or federal program or any change in ownership or management of Client.

c. Provide EmergiFire with a copy of all Client ordinances, rate schedules, contracts or agreements which pertain to Client's billing or charges for emergency response services.

d. Notify EmergiFire of any or all changes in billing charges for service or changes in any of Client's billing policies or contracts not later than thirty (30) days prior to the effective date of said changes.

e. Report all payments made directly to Client within twenty-four (24) hours of Client's receipt of same.

f. Cooperate reasonably with EmergiFire to enable EmergiFire to meet its obligations under this Agreement. If Client's approval is required for EmergiFire to fulfill any obligations it may have under this Agreement, Client shall not unreasonably withhold, condition or delay its approval.

g. In writing, notify EmergiFire of any customized needs (reporting, scheduling, etc.). Client understands that the processing of customized needs may entail additional charges to Client by EmergiFire.

h. Designate a contact person, authorized to transact business on behalf of Client, who can promptly respond to any questions raised by EmergiFire, or who can execute required forms and other documents necessary to the provision of Services by EmergiFire under this Agreement.

i. Designate a law enforcement contact person who can promptly respond to any document requests by EmergiFire necessary to the provision of emergency response services by EmergiFire under this Agreement.

j. Agree to permit EmergiFire to provide training to Client personnel if EmergiFire deems such training to be necessary and/or desirable at a cost to be mutually agreed upon by the parties and paid by Client.

k. Provide electronic transfer of emergency response data in an acceptable electronic format to EmergiFire, if developed in the future. Client agrees to bear all cost of the development and implementation of the electronic software "bridge" as agreed upon by and in conjunction with EmergiFire information technology personnel, representatives, or contractors.

l. To the extent allowed by law, Client will defend and hold harmless EmergiFire and each of its officers, directors, employees, attorneys, and agents, to the extent allowed by applicable law, from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action which arise or result from:

i. Any breach or violation of covenant, obligation or agreement of Client set forth in this agreement and any breach or inaccuracy of any of the representations or warranties made by Client in this agreement or in performing its responsibilities under this agreement.

ii. Both parties agree that defense of breach or violation of the agreement by Client under this Section 4.q. does not constitute the Client's incurrence of a debt in violation of Article XI Section 7 A. of the Texas Constitution and defined by the Supreme Court in *Tex. & New Orleans R.R. Co. v. Galveston County*, 169 S.W.2d 713, 715 (Tex. 1943).

5. Record Ownership and Access.

a. Client understands that all documentation provided to EmergiFire by Client, whether in paper and/or electronic form, is for the sole and express purpose of permitting EmergiFire to provide Fire/Emergency Response Billing Services under this Agreement. It is Client's responsibility to maintain all its documents and business records, including copies of any documents or records provided to EmergiFire ("Client-Provided Records"). EmergiFire does not act as Client's records custodian.

b. During the term of this Agreement, EmergiFire shall, upon Client's written request, provide to Client, in electronic format and within 14 days of receipt of such written request, copies of any Client-Provided Records furnished to EmergiFire by Client, and to any Claim Adjudication Documents generated by and received from insurers or payers in response to claims submitted by EmergiFire on Client's behalf. "Claim Adjudication Documents" shall consist of the documents generated secondary to claim submission in the normal course of claim processing by payers and insurers, including Invoices, Explanation of Benefits (EOB) documents, denials and other documents of a similar type or nature.

c. Any documents, data, records or information compiled in the course of EmergiFire's provision of Fire/Emergency Response Billing Services under this Agreement, other than those Client-Provided Records and Claim Adjudication Records defined in Paragraphs 5(a) and (c) above, shall be the sole and exclusive property of EmergiFire and shall be considered the business and/or proprietary records of EmergiFire. EmergiFire shall have no obligation to furnish any such business or proprietary records of EmergiFire to Client, and Client shall have a right of access only to the Client-Provided Records and Claim Adjudication Documents as defined in Paragraphs 5(a) and (c), above.

d. If Client or a third party requests any documents or records to which Client or the third party has a right of access under Paragraphs 5(a) and (c) of this Agreement, and such documents cannot be provided to Client in electronic form, EmergiFire may charge Client the per-copy amount for medical records permitted under applicable law at the time of Client's request.

e. Should this Agreement be terminated for any reason, all documents and records to which Client has a right of access under Paragraphs 5(a) and (c) of this Agreement shall be maintained in electronic format at a site convenient to EmergiFire for a reasonable amount of time for follow-up of all open claims, but in any event not to exceed ninety (90) days following the effective date of termination of this Agreement. Electronic or paper copies, as per Paragraph 5(e) hereof, of the records to which Client has a right of access under Paragraphs 5(a) and (c) will be made available to Client, at Client's sole cost and expense, in a format acceptable to EmergiFire at the Client's written request provided that Client makes such request within thirty (30) days following termination of the Agreement, and provided that Client has no outstanding invoices due to EmergiFire at the time of the request. EmergiFire shall have absolutely no responsibility whatsoever after termination of this Agreement to provide any monthly reports or other such EmergiFire-generated reports to Client.

f. Upon termination of this Agreement, Client is responsible to notify all payers, patients, and other correspondents of its new address, phone and/or fax numbers for billing or payment purposes. Notwithstanding any other provisions of this Agreement to the contrary, EmergiFire will not be responsible for mail, deliveries, faxes, messages or other communications sent in Client's name to EmergiFire after the effective termination date of this Agreement, and EmergiFire shall have no duty to accept, maintain, copy, deliver or forward any such communications to Client following termination of this Agreement.

g. Costs for copies of documents required and/or requested by Client beyond the requirement of the normal daily claim handling requirements will be invoiced to Client by EmergiFire at a per copy price to be established by EmergiFire from time to time.

6. Client Accounting and Auditing Requirements. If Client requires EmergiFire's assistance in Client's accounting or other internal audits, EmergiFire will charge client for said audit support services at its customary rates, to be established by EmergiFire from time to time. Upon written request of Client for same, EmergiFire shall furnish said rates to Client in writing prior to undertaking any work pursuant to this Paragraph.

7. Term and Termination.

a. This Agreement is for an initial term of one year, and will automatically renew for successive like terms unless terminated hereunder.

b. This Agreement may be terminated with or without cause, by either party, upon written notice to the other party with thirty (30) days' notice.

c. This Agreement may be terminated by EmergiFire immediately upon written notice to Client for any of the following reasons:

i. If Client makes an assignment for the benefit of creditors, files a voluntary or involuntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for the appointment of any receiver of any trustee over its assets or properties, commences any proceeding under any reorganization, arrangement, readjustment of debt or similar law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against the other party any such proceeding which remains un-dismissed, un-stayed, or the other party by any act or any omission to act indicated its consent to, approval of or acquiescence in any such proceeding or the appointment of any receiver or of any trustee, or suffers any such receivership or trusteeship to continue undischarged, un-stayed, or un-vacated for a period of thirty (30) days.

ii. If Client loses its license, permit or certification necessary to do business.

iii. If Client fails to perform any of its responsibilities as set forth in this Agreement, fails to pay EmergiFire for its Fire/Emergency Response Billing Services within thirty (30) days of the date such payment becomes due, takes any actions which EmergiFire, in its sole discretion, determines to be unethical, illegal, immoral or non-compliant, or fails to cooperate with EmergiFire in any way that prevents, impedes, obstructs or delays EmergiFire in the performance of the Fire/Emergency Response Billing Services set forth in this Agreement.

d. Upon termination for any reason, EmergiFire shall perform follow-up on any open accounts submitted by EmergiFire on Client's behalf for a period not to exceed ninety (90) days from the date of termination. EmergiFire shall have no responsibility to perform such follow-up in the event Client takes any actions which prevent EmergiFire from engaging in such follow-up, or if Client has any unpaid balances due to EmergiFire on the date of termination of this Agreement.

e. Upon termination for any reason, Client shall be responsible to pay the fees set forth in Paragraph 10 below, for all revenues collected by EmergiFire on Client's behalf during the 90-day follow-up period set forth in Paragraph 7(d) above. After notice of termination is given, all EmergiFire invoices are due and payable by Client within five (5) days of same. If Client does not remit payment on any such invoice within five (5) days of the invoice, EmergiFire shall have no responsibility to perform any further follow-up on open accounts, notwithstanding the provisions of Paragraph 7(d) above.

8. External and Internal Audits.

a. Client shall immediately notify EmergiFire if there has been any prepayment audit or review, post payment audit or review, or any investigation or other formal inquiry into the billing practices of Client and/or EmergiFire, or claims submitted by EmergiFire on behalf of Client, where such audit or investigation is or appears to have been initiated by any governmental agency, insurer, payer, carrier, or other agency or entity authorized to carry out any such audit or investigation. This obligation shall survive termination of this Agreement for any reason.

b. The Client bears sole responsibility for obtaining and paying for any legal or consulting assistance necessary in defending itself in any such audit or investigation. EmergiFire shall assist Client in producing any records, reports or documents in its possession which pertain to the audit or investigation and may charge Client a reasonable fee for copying, preparation, assembly or retrieval of such documents or reports. EmergiFire shall have no obligation to perform any duties under this Paragraph 8(b) following termination of this Agreement for any reason.

c. Client is solely responsible for repaying any overpayments or recoupments sought or imposed by any insurer, carrier, payer or governmental agency or contractor, including interest, civil monetary penalties, fines or other such assessments.

d. Client understands and acknowledges that EmergiFire, as part of its compliance program, may on occasion, and at its sole discretion, perform or contract for the performance of periodic, random, internal audits of its invoicing and other business practices. These voluntary, internal compliance audits may reveal the existence of Client overpayments, and Client agrees that any such overpayments identified by EmergiFire in its internal auditing process will be refunded by Client as described in more detail in Paragraph 2(h) of this Agreement.

9. Disposition of Funds.

a. All funds EmergiFire receives from third party payers, patients or other sources for emergency response services provided by Client shall be made in the name of Client and forwarded monthly to Client or deposited into a Client account as directed by Client.

b. If Client desires that its patients be able to pay their accounts utilizing credit cards, then EmergiFire shall accept credit card payments on behalf of Client's patients in a manner that is secure and agreed upon by the parties, and only to the extent possible and feasible, without making EmergiFire a collection agency and responsible for compliance with the federal Fair Debt Collection Practices Act and other state or federal debt collection laws.

c. EmergiFire shall not accept a reassignment of any benefits where prohibited by law.

10. Compensation.

a. In exchange for the Fire/Emergency Response Billing Services described in this Agreement, Client shall pay EmergiFire a fee equivalent to fifteen percent (15.0%) of all revenues collected by EmergiFire on behalf of Client. Credit card payments accepted by EmergiFire will be charged an additional two percent (2.0%), unless it has been offset by a payer convenience fee. Please refer to Addendum A where applicable for additional.

b. The fees payable by Client to EmergiFire shall be calculated and invoiced to Client on a periodic basis established by EmergiFire in accordance with the receipts report generated by EmergiFire.

c. EmergiFire shall submit invoices to Client on a periodic basis established by EmergiFire. Invoices are to be paid by Client within thirty (30) days of the invoice date. EmergiFire reserves the right to add simple interest at an annual rate of 18%, compounded monthly, on all where EmergiFire has not received payment within thirty (30) days of the date of its invoice.

d. If Client is obligated to refund any overpayment or credit balance as set forth in Paragraph 2(h), fees paid to EmergiFire by Client for such refunded overpayment or credit balance shall not be credited or refunded to Client.

e. Beginning on the first of each new calendar year starting 2021, the then current fee shall be increased by the Employment Cost Index or, Total Compensation, Not Seasonally Adjusted, Private Industry for Professional, Scientific and Technical Services published by the Bureau of Labor Statistics of the US Department of Labor for the twelve months ending the preceding year.

f. Client agrees to reimburse EmergiFire for any and all sales tax liabilities that may arise as a result of this Agreement.

g. Client agree to reimburse $35 for any checks returned for insufficient funds as a result of this Agreement.

11. Indemnification and Insurance.

a. In addition to any specific indemnification provisions set forth in this Agreement, to the extent allowed by law, Client shall hold harmless, indemnify and defend EmergiFire and/or its employees, officers, directors and agents from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines, and causes of action to the extent caused by any negligent act or omission on the part of Client or its agents, servants, volunteers, contractors or employees. This provision shall include all costs and disbursements, including without limitation court costs and reasonable attorneys' fees.

b. In addition to any specific indemnification provisions set forth in this Agreement, to the extent allowed by law, EmergiFire shall hold harmless, indemnify and defend Client and/or its employees, officers, directors and agents from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action to the extent caused by any willful or grossly negligent misconduct of any EmergiFire agent, servant, contractor or employee and which relate to the Fire/Emergency Response Billing Services performed by EmergiFire under this Agreement.

c. EmergiFire shall maintain errors and omissions insurance coverage in an amount not less than $1,000,000. EmergiFire shall provide proof of such coverage to Client upon reasonable written request for same.

d. Notwithstanding any other provision of this Agreement, EmergiFire shall not be liable for any damages, including but not limited to loss in profits, or for any special, incidental, indirect, consequential, or other similar damages suffered in whole, or in part, in connection with this Agreement. Any liability of EmergiFire shall not exceed any amounts paid to EmergiFire by Client under this Agreement for any disputed billing performed by EmergiFire on behalf of Client.

e. Where any provision of this Agreement obligates Client to defend, indemnify and/or hold harmless EmergiFire, such agreement shall include any claims, losses, assessments or damages of any kind, and shall apply equally to EmergiFire and to its employees, owners, agents, contractors, attorneys, consultants, accountants and servants.

12. Confidentiality. Neither EmergiFire nor Client shall, during the term of this Agreement or for any extension hereof, for any reason, disclose to any third parties any proprietary information regarding the other party unless required to do so by law, regulation, or subpoena. For purposes of this Agreement, “proprietary information” shall include, but not be limited to, pricing or rate information, information pertaining to contracts with payers, insurers or other such parties, audit requests, audit results, billing processes, client lists or other such information.

13. <u>HIPAA Business Associate Assurances.</u> EmergiFire agrees to appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of Client in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq*., as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

a. General Provisions

i. <u>Meaning of Terms</u>. The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.

ii. <u>Regulatory References</u>. Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.

iii. <u>Interpretation</u>. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

b. Obligations of EmergiFire

EmergiFire agrees that it will:

i. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;

ii. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e-PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

iii. Report to Client any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to Client without unreasonable delay but in no case later than 60 days after discovery of the breach;

iv. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of EmergiFire agree to the same restrictions, conditions, and requirements that apply to EmergiFire with respect to such information;

v. Make PHI in a designated record set available to Client and to an individual who has a right of access in a manner that satisfies Client's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;

vi. Make any amendment(s) to PHI in a designated record set as directed by Client, or take other measures necessary to satisfy Client's obligations under 45 CFR §164.526;

vii. Maintain and make available information required to provide an accounting of disclosures to Client or an individual who has a right to an accounting within 60 days and as necessary to satisfy Client's obligations under 45 CFR §164.528;

viii. To the extent that EmergiFire is to carry out any of Client's obligations under the HIPAA Privacy Rule, EmergiFire shall comply with the requirements of the Privacy Rule that apply to Client when it carries out that obligation;

ix. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by EmergiFire on behalf of Client, available to the Secretary of the Department of Health and Human Services for purposes of determining EmergiFire and Client's compliance with HIPAA and the HITECH Act;

x. Restrict the use or disclosure of PHI if Client notifies EmergiFire of any restriction on the use or disclosure of PHI that Client has agreed to or is required to abide by under 45 CFR §164.522; and

xi. If Client is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), EmergiFire agrees to assist Client in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Client's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Client agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Client of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Client of any threat of identity theft as a result of the incident.

c. Permitted Uses and Disclosures by EmergiFire

The specific uses and disclosures of PHI that EmergiFire may make on behalf of Client include:

i. The preparation of invoices to identified parties, carriers, insurers, and others responsible for payment or reimbursement of the Services provided by Client to its patients, as set forth in this Agreement;

ii. The submission of supporting documentation to carriers, insurers, and other payers to substantiate the emergency response services provided by Client; and

iii. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the Services that EmergiFire has been agreed to perform on behalf of Client, as set forth in this Agreement.

14. Termination.

a. Notwithstanding the termination provisions set forth in Paragraph 7 of this Agreement, Client may terminate this Agreement if Client determines that EmergiFire has violated a material term of the HIPAA Business Associate Assurances set forth in this Paragraph 13.

b. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate this Agreement, according to the provisions set forth in Paragraph 7 of this Agreement, if feasible.

c. Upon termination of this Agreement for any reason and upon the written request of Client and pursuant to the other terms and conditions set forth in this Agreement, EmergiFire shall return to Client or destroy all PHI received from Client, or created, maintained, or received by EmergiFire on behalf of Client that EmergiFire still maintains in any form. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

15. Compliance.

a. EmergiFire will conduct its activities and operations in compliance with all state and federal statutes, rules, and regulations applicable to emergency response services billing activities.

b. Client shall conduct its activities, operations and documentation in compliance with all applicable state and federal statutes, rules and regulations. Client expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services, and that all of Client's personnel are appropriately licensed and/or certified to furnish the services provided by Client. Client agrees to defend, indemnify, and hold harmless, to the extent allowed by law, EmergiFire from any and all claims, damages, and losses in the event that Client sends accounts to EmergiFire which are ineligible for billing and/or reimbursement for any reason.

c. Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party which becomes aware of a violation of any such state or federal laws or regulations or of a questionable claim or claim practice agrees to notify the other party within fifteen (15) days so the other party may appropriately address the matter.

e. The parties recognize that this Agreement is always subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

16. Independent Contractor Relationship. EmergiFire and Client stand in an independent contractor relationship to one another and shall not be considered as joint ventures or partners, and nothing herein shall be construed to authorize either party to act as general agent for the other. There is no liability on the part of EmergiFire to any entity for any debts, liabilities or obligations incurred by or on behalf of the Client.

17. Prevention of Performance. If a party's obligation to perform any duty hereunder is rendered impossible of performance due to any cause beyond such party's control, including, without limitation, an act of God, war, civil disturbance, fire or casualty, labor dispute, hardware or software failures beyond the party's control, or governmental rule, such party, for so long as such condition exists, shall be excused from such performance, provided it promptly provides the other party with written notice of its inability to perform stating the reasons for such inability and provided that the party takes all appropriate steps as soon as reasonably practicable upon the termination of such condition to recommence performance.

18. Assignment. This Agreement may be assigned by EmergiFire to any successors or assigns of EmergiFire. This Agreement may not be assigned by Client without the express written consent of EmergiFire. This Agreement shall be binding upon all successors and assigns.

19. Notices. Notices required to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) three days after mailing by the party when notices are sent by First Class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

EmergiFire:	Client:
EmergiFire, LLC.	City of Watauga
PO Box 181839	7105 Whitley Road
Dallas, TX 75228-8839	Watauga, TX 76148
Fax: (469) 602-5542	Phone : 817-514-5825
Phone: (972) 602-2060	

20. Non-Competition and Non-Solicitation Clause. Without prior, written authorization from EmergiFire, Client shall not:

a. During the term of this Agreement, or for two (2) years following its expiration or termination for any reason, employ, retain as an independent contractor, or otherwise in any way hire any personnel currently employed or employed at any time during the term of this Agreement by EmergiFire. Client expressly agrees that in the event of a breach of this provision, EmergiFire shall be entitled to a placement fee of two times the annual salary paid by EmergiFire to such employee at the time such employee left employment of EmergiFire.

b. During the term of this Agreement, or for a period of two (2) years following its expiration or termination for any reason, engage in the provision of emergency response billing services for any other fire department or emergency medical services organization. Nothing in this Paragraph shall be interpreted to prohibit Client from performing its own in-house billing and/or accounts receivable management following the expiration or proper termination of this Agreement.

21. Governing Law and Forum Selection Clause. This Agreement shall be deemed to have been made and entered into in Texas and shall be interpreted in accordance with the laws thereof, without regard to conflicts of laws principles. The parties expressly agree that the exclusive forum for resolving any legal disputes under this Agreement shall be the state or federal courts serving [municipality], Texas. Client expressly agrees to personal jurisdiction and venue in any such court.

IN WITNESS WHEREOF, the parties have executed this Agreement to commence on the date first above written. Client represents that the individual who has executed this Agreement on behalf of the Client is authorized by Client and by law to do so.

EMERGIFIRE, LLC.	CLIENT
By:	By:
______________________	______________________
Signature Date	Signature Date
Christopher Turner	______________________
Print Name	Print Name
President and CEO	______________________
Title	Title

RUSSELL
RODRIGUEZ
HYDE
BULLOCK

A TEXAS LIMITED LIABILITY PARTNERSHIP

1633 Williams Drive
Building 2, Suite 200
Georgetown, Texas 78628
www.txlocalgovlaw.com
Office: 512.930.1317
Fax: 866.929.1641

Attorneys of the Firm:
Kerry E. Russell
Arturo D. Rodriguez, Jr.
George E. Hyde
Bradford E. Bullock
Caroline A. Kelley
William A. Broocks
Micah D. Fernandes

September 12, 2019

Brad Williams **via First Class Mail**
CAO & VP
Intermedix Corporation
6451 North Federal Hwy, Ste. 1000
Fort Lauderdale, Florida 33308

Re: Notice of termination of Agreement between City of Watauga, Texas and Advanced Data Processing, Inc. for ambulance billing and related professional services.

Dear Mr. Williams,

This letter shall serve as notice that the Agreement Between City of Watauga, Texas and Advanced Data Processing, Inc., A Subsidiary of Intermedix Corporation For Ambulance Billing and Related Professional Services (the "Agreement") terminates on January 26, 2020 due to the expiration of the Term of the Agreement set forth in Section 14.01 of the Agreement. The City of Watauga (the "City") does not intend to renew the Agreement.

Section 14.01 of the Agreement sets forth an Initial Term of three (3) years, to begin on January 26, 2015, and to be followed by two distinct one (1) year Renewal Terms. The Initial Term of the Agreement expired on January 26, 2018, and the Renewal Terms will expire on January 26, 2020, at which time the Agreement will be concluded. While the City has appreciated its working relationship with Intermedix, the City will not be renewing the Agreement and will consider it to have been terminated.

Pursuant to Section 5.02 of Exhibit D to the Agreement (concerning the "TripTix Program"), the termination of the Agreement shall operate to terminate Exhibit D to the Agreement as well. Accordingly, the City shall consider Exhibit D terminated when the Agreement expires on January 26, 2020.

In any event, this letter shall serve to fulfill any prior written notice requirement for termination of both the Agreement and Exhibit D. The City shall consider both the Agreement and Exhibit D to be terminated effective January 26, 2020.

Should you have any questions or concerns, please call our office at 512. 930.1317.

Sincerely,

Micah D. Fernandes

Assistant City Attorney
City of Watauga, Texas

WATAUGA
TEXAS
"A GREAT PLACE TO LIVE"

AGENDA MEMORANDUM

DATE: September 11, 2019

TO: Honorable City Council Members

FROM: Shawn Fannan, Fire Chief

SUBJECT: Discuss and consider action authorizing the Mayor to execute a specialized professional services agreement between Emergicon, LLC and the City of Watauga for ambulance billing services in a form approved by the City Attorney

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BACKGROUND/INFORMATION:

The Watauga Fire Department provides fire and emergency medical services to the citizens of Watauga. Currently, the City is under contract with Intermedix to provide the billing of those services provided.

The Fire Department requests contracting with Emergicon for emergency medical billing services effective February 1, 2020. The Fire Department, with legal concurrence, plans to utilize the exemption under Texas Local Government Code Section 252.022 as the service provided for billing is considered a professional service that is exempt under the statute.

The change in billing service providers is expected to yield a higher collection rate thus increasing revenues for EMS billing. Approval of the contract in advance will assure Emergicon of the City's desired changed in service providers and allow for transition to occur between the two providers so a delay is less likely to occur.

The attached agreement and Addendum have been reviewed and approved by the City Attorney.

FINANCIAL IMPLICATIONS:

The increased revenue due to an improved collection rate is anticipated to be approximately $20,000 for FY 2019-20 and currently the FY 2019-20 Budget includes revenues for ambulance billing of $400,000 annually.

RECOMMENDATION/ACTION DESIRED:

City staff respectully requests the City Council authorize the Mayor to execute a specialized professional ambulance billing services agreement with Emergicon for EMS billing effective February 1, 2020 upon City Attorney approval of legal content and

WATAUGA TEXAS
"A GREAT PLACE TO LIVE"

AGENDA MEMORANDUM

form.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Specialized Professional Services Agreement for Ambulance Billing
2. Watauga Addendum A

REVIEWED BY:

Shawn Fannan, Fire Chief	Approved - 9/12/2019
George Hyde, Legal	Approved - 9/13/2019
Sandra Gibson, CGFO, CGFM, Director of Finance	Approved - 9/13/2019
Andrea Gardner, City Manager	Final Approval - 9/13/2019

Approved as to form for inclusion on Agenda

AGREEMENT FOR SPECIALIZED PROFESSIONAL AMBULANCE BILLING SERVICES

This Agreement is entered into this _________ day of ____________________, 2019, by and between Emergicon, LLC, a Texas business corporation, and City of Watauga, a Texas municipality, ("Client").

RECITALS

WHEREAS, Client provides emergency and/or non-emergency ambulance services for which it is eligible for payment or reimbursement by patients, insurance carriers, governmental agencies, employers and others;

WHEREAS, Emergicon is engaged in the business of providing third-party billing and accounts receivable management specialized professional services for ambulance and emergency medical service organizations;

WHEREAS, Client desires to utilize Emergicon for billing and claims management services for its organization; and

WHEREAS, Emergicon is willing to provide such specialized professional services upon the terms and conditions provided in this Agreement;

THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties, intending to be legally bound, agree as follows:

1. Appointment. Client hereby engages Emergicon to exclusively perform the Specialized Professional Services set described in Paragraph 2 of this Agreement and Emergicon accepts such exclusive appointment and agrees to provide Specialized Professional Services in accordance with the terms of this Agreement. Client agrees that it will not enter into any contract, agreement, arrangement or understanding with any other person or entity, the purpose of which is to provide for the same or substantially similar specialized professional services during the term of the Agreement, unless the parties agree otherwise as set forth in writing in an Addendum to this Agreement. For purposes of the appointment, the recitals set forth above are incorporated by reference and made a part of this Agreement as if set forth in their entirety.

2. Specialized Professional Services. Emergicon agrees to perform the following duties (collectively referred to as the "Services") on behalf of Client:

a. Provide Client with instructions for the submission of Required Documentation to Emergicon. For purposes of this Agreement, "Required Documentation" shall consist of prehospital patient care reports (PCRs) (also referred to as "trip sheets" or "run reports"), physician certification statements (PCSs) (required for non-emergency transports), patient authorization signatures (sometimes referred to as "assignment of benefits forms" or "signature forms"), Advance Beneficiary Notices of Non-coverage (ABNs) and other documentation necessary for Emergicon to perform the Specialized Professional Services under this Agreement.

All Required Documentation must be signed in accordance with applicable laws, regulations and payer guidelines.

b. Review the Required Documentation, based on the information supplied by Client, for completeness and eligibility for submission to request reimbursement and to verify compliance under applicable laws, regulations or payer rules, based upon Emergicon's understanding of said laws, regulations or payer rules applicable to the date the ambulance services were rendered. If any Required Documentation is missing, Emergicon will request necessary documentation from Client.

c. Promptly prepare and submit claims deemed complete and eligible for reimbursement by Emergicon in conformance with this Agreement for electronic or paper submission to the appropriate party or payer based on the information supplied by Client. In the event that Emergicon deems the Required Documentation to be incomplete or inconsistent, Emergicon will notify Client that additional information may be required to process the claim, and Emergicon will return any or all of the Required Documentation to Client that Emergicon determines may be incomplete or inaccurate and will not be responsible to submit any claims with insufficient documentation. Emergicon will make a decision regarding the appropriate coding and payer for submission of the claim based on the information supplied by Client. Client understands and acknowledges that not all accounts will satisfy the eligibility requirements of all payers, and that it might not be possible to obtain reimbursement in all cases. Emergicon makes no representation or warranty that all claims are payable or will be paid, and Client agrees to abide by Emergicon's decisions with regard to proper coding and payer based on the information provided to Emergicon by Client.

d. Promptly post payments made on Client's behalf by patients, insurers and others.

e. Unless otherwise directed by Client, make reasonable efforts for the collection of co-payments, deductibles or other patient balances, to include the preparation of invoices and a maximum of three contact attempts to patients, supplemental insurers or other financially responsible parties at industry-appropriate intervals

f. Perform follow-up for a commercially reasonable period of time following the initial billing date on all open accounts. After this follow-up period, Emergicon will either return the accounts to Client or forward the accounts to a collection agency of Client's choosing. Client and/or its designated collection agency shall bear all costs and liabilities of collections activities and collection agency charges.

g. Provide monthly reports to Client, which include, at a minimum, cash received, accounts receivable and balance summary. Emergicon shall furnish those reports to Client.

h. Notify Client of any overpayments and/or credit balances of which Emergicon becomes aware that must be refunded by Client. Client bears sole responsibility for the refund of any overpayments or credit balances to Medicare, Medicaid, patients, or other payers or insurers, and agrees to make such refunds when and within the time frames required by law.

Emergicon may, at its option, assist Client in processing such refunds, but all refunds are to be made solely with Client's funds, and Emergicon has no responsibility to make such refunds unless and until Client transfers such funds to Emergicon for this purpose. Emergicon shall not advance funds on behalf of Client for this purpose. Client acknowledges that federal law requires that any overpayments made by Medicare or any other federal health care program be refunded within 60 days of the identification of any such overpayments.

i. If Client desires that its patients be able to pay their accounts utilizing credit cards, establish a credit card merchant account and related capabilities to permit Client's patients to pay via any major credit card. Emergicon shall in its sole discretion determine which credit cards it will accept.

j. Assist Client in preparing, filing and updating the information on its Medicare, Medicaid or other insurer provider enrollment forms, as well as responding to required revalidations of Client's provider enrollment status. Client bears the sole responsibility to ensure that its Medicare, Medicaid or other insurer provider enrollment forms are submitted and updated in accordance with federal and state law, regulations and policies. Client bears the exclusive responsibility for the submission of such form and any fees that may be associated with the submission of such forms. However, the responsibility for actual submission and all fees associated with the forms shall be borne exclusively by Client and paid prior to submission of these forms by Emergicon. In the event that Client's status as a Medicare or Medicaid provider has lapsed prior to the effective date of this Agreement, Emergicon shall re-enroll Client for an additional fee as described in paragraph 10(d).

3. Specifically Excluded Duties of Emergicon. Notwithstanding any provisions of this Agreement to the contrary, Emergicon shall *not* be responsible to:

a. Initiate or pursue litigation for the collection of past due accounts.

b. Invoice for Client's non-ambulance medical transportation services, including but not limited to mobile integrated health programs, paratransit services, wheelchair van, invalid coach services, litter vans and stretcher cars, unless specific arrangements are made otherwise.

c. Negotiate any checks made payable to Client, though Emergicon may receive funds as an agent of Client for transmittal to Client where permitted by Client;

d. Accept reassignment of any benefits payable to Client;

e. Provide legal advice or legal services to Client, any of Client's patients or payers, or anyone acting on Client's behalf;

f. Obtain any prior authorizations on behalf of Client, or obtain a Physician Certification Statement or other Certificate of Medical Necessity on behalf of Client.

4. Responsibilities of Client. Client agrees to do the following, at its sole cost and expense:

a. Provide Emergicon with all Required Documentation, as set forth in Paragraph 2(a), above, as well as the following data: Patient Name, Address, and contact phone number, Date of Birth, Date of Service, Patient Medical Condition, Reason for Transport, Services Rendered (including assessments, interventions and other care), Origin and Destination with accompanying Zip Code, Transport Destination with accompanying Zip Code, Odometer Reading/Loaded Mileage (to the nearest tenth of a mile), and all relevant insurer or payer information, including identity of payer, group or plan numbers, patient's Insurance/Medicare/Medicaid Number, and all other relevant information and ensure that this data and the information contained on the Required Documentation is complete and accurate. Emergicon reserves the right to modify any Required Documentation or data at any time in accordance with new or revised payer requirements, and will provide a copy of any such revisions to Client in writing. Client acknowledges that Emergicon must rely upon the accuracy and completeness of the forms, signatures and other documentation provided to it by Client to allow Emergicon to perform the Specialized Professional Services specified in this Agreement. Emergicon is not in a position to verify the accuracy or completeness of the Required Documentation provided by Client. By forwarding any such documentation to Emergicon, Client expressly represents and warrants that any such documentation is complete and accurate, and that Emergicon may rely upon the completeness and accuracy of any such documentation in performing its Services under this Agreement. Client bears sole responsibility for the claim submissions made by Emergicon on its behalf based upon the aforementioned documentation submitted to Emergicon by Client, and, notwithstanding any other term or provision of this Agreement, Client will defend, indemnify and hold harmless, to the extent allowed by law, Emergicon for any billing or claim submission decisions made by Emergicon based on documentation submitted to Emergicon by Client if such documentation is later determined to be negligently incomplete or inaccurate.

b. Maintain its qualifications to provide ambulance services, including any required local, state and/or federal licenses, permits, certificates or enrollments (collectively, "Licenses"), and to remain in good standing with Medicare, Medicaid and all other state and federal health care programs. Client shall provide copies of all current Licenses, including renewals, to Emergicon. Client shall be responsible to maintain a National Provider Identifier (NPI) number and to update the information associated with its NPI. Client expressly represents and warrants that it will not forward accounts for processing by Emergicon if the account is ineligible for payment or reimbursement, or if Client is ineligible for payment by any payers or insurers as a result of its licensure status, exclusion or other sanction with such payer or insurer, or other legal impediment, and that it will promptly notify Emergicon of any suspension or revocation of any required license, permit, certification or enrollment, or exclusion from any state or federal health care program or any change in ownership or management of Client.

c. Provide Emergicon with a copy of all required Licenses, permits, certificates and enrollments as referenced in Paragraph 4(b), and forward updates of these documents to Emergicon as they are renewed.

d. Provide Emergicon with odometer readings or other documentation of mileage accepted by the payer on all calls reflecting loaded mileage (from the point of patient pickup to the destination) recorded in tenths of a mile as required by Medicare guidelines.

e. In accordance with appropriate payer guidelines, obtain the signature of the patient or other authorized representative of the patient or otherwise meet the ambulance signature requirements set forth at 42 C.F.R. § 424.36 on each call and forward to Emergicon as part of the Required Documentation.

f. In the event that Client operates a subscription, membership, or resident write-off program, client represents and warrants that its program is actuarially sound in accordance with the guidance of the Office of Inspector General (OIG) and operated in accordance with any applicable state laws, regulations or guidelines. Emergicon will bill in accordance with the terms of such program, provided that Client furnishes those terms to Emergicon in writing. Client is responsible to inform Emergicon of its patients who are members or subscribers of Client's membership or subscription program. Notwithstanding any other provision of this Agreement, Client agrees to defend, indemnify and hold harmless, to the extent allowed by law, Emergicon in the event that Client's subscription or membership program is not actuarially sound as set forth in applicable OIG guidance or is not permissible under State law, regulation or policy.

g. If Client is a party to any ALS-BLS "joint billing" or "bundle billing" agreement, Client shall be responsible to provide Emergicon with a copy of such agreement. Client also agrees to submit a PCR from the other party to the joint billing agreement along with the Required Documentation.

h. Obtain a completed and valid PCS form on all trips where required by law and provide copies of all PCS forms to Emergicon as part of the Required Documentation.

i. Provide Emergicon with a copy of all Client rate schedules, contracts or agreements which pertain to Client's billing or charges for services.

j. Notify Emergicon of any or all changes in billing charges for service or changes in any of Client's billing policies or contracts not later than thirty (30) days prior to the effective date of said changes.

k. Report all payments made directly to Client within twenty-four (24) hours of Client's receipt of same.

l. Cooperate reasonably with Emergicon so as to enable Emergicon to meet its obligations under this Agreement. In the event that Client's approval is required in order for Emergicon to fulfill any obligations it may have under this Agreement, Client shall not unreasonably withhold, condition or delay its approval.

m. In writing, notify Emergicon of any customized needs (reporting, scheduling, support for Texas Ambulance Supplemental Payment Program (TASPP), etc.). Client understands that the processing of customized needs may entail additional charges to Client by Emergicon.

n. Designate a contact person, authorized to transact business on behalf of Client, who can promptly respond to any questions raised by Emergicon, or who can execute required forms and other documents necessary to the provision of Services by Emergicon under this Agreement.

o. Agree to permit Emergicon to provide training to Client personnel in the event that Emergicon deems such training to be necessary and/or desirable at a cost to be mutually agreed upon by the parties and paid by Client.

p. Provide electronic transfer of PCR data in an acceptable NEMSIS format to Emergicon. Client agrees to bear all cost of the development and implementation of the electronic software "bridge" as agreed upon by and in conjunction with Emergicon information technology personnel, representatives, or contractors.

q. To the extent allowed by law, Client will defend and hold harmless Emergicon and each of its officers, directors, employees, attorneys, and agents, to the extent allowed by applicable law, from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action which arise or result from:

i. Any negligent acts or omissions resulting in claims or liabilities due to breach or violation of covenant, obligation or agreement of Client set forth in this agreement and any breach or inaccuracy of any of the representations or warranties made by Client in this agreement or in performing its responsibilities under this agreement.

ii. Both parties agree that defense of breach or violation of the agreement by Client under this Section 4.q. does not constitute the Client's incurrence of a debt in violation of Article XI Section 7 A. of the Texas Constitution and defined by the Supreme Court in *Tex. & New Orleans R.R. Co. v. Galveston County,* 169 S.W.2d 713, 715 (Tex. 1943).

5. Record Ownership and Access.

a. Client understands that all documentation provided to Emergicon by Client, whether in paper and/or electronic form, is for the sole and express purpose of permitting Emergicon to provide Specialized Professional Services under this Agreement. It is Client's responsibility to maintain all of its documents and business records, including copies of any documents or records provided to Emergicon ("Client-Provided Records"). Emergicon does not act as Client's records custodian.

b. As a convenience to Client, Emergicon will, during the term of this Agreement, produce patient care reports in response to routine attorney requests (with appropriate patient authorization) for such documentation, if those records are in Emergicon's possession at the time it receives such attorney request. For subpoenas, as well as any requests beyond those deemed by Emergicon to be routine attorney requests, Emergicon shall forward such requests to Client for disposition.

c. During the term of this Agreement, Emergicon shall, upon Client's written request, provide to Client, in electronic format and within 14 days of receipt of such written request, copies of any Client-Provided Records furnished to Emergicon by Client, and to any Claim Adjudication Documents generated by and received from insurers or payers in response to claims submitted by Emergicon on Client's behalf. "Claim Adjudication Documents" shall consist of the documents generated secondary to claim submission in the normal course of claim processing by payers and insurers, including Explanation of Benefits (EOB) documents, Remittance Advice (RA) documents, Medicare Summary Notice (MSN) documents, denials, and other documents of a similar type or nature.

d. Any documents, data, records, or information compiled in the course of Emergicon's provision of Specialized Professional Services under this Agreement, other than those Client-Provided Records and Claim Adjudication Records defined in Paragraphs 5(a) and (c) above, shall be the sole and exclusive property of Emergicon and shall be considered the business and/or proprietary records of Emergicon. Emergicon shall have no obligation to furnish any such business or proprietary records of Emergicon to Client, and Client shall have a right of access only to the Client-Provided Records and Claim Adjudication Documents as defined in Paragraphs 5(a) and (c), above.

e. If Client or a third party requests any documents or records to which Client or the third party has a right of access under Paragraphs 5(a) and (c) of this Agreement, and such documents cannot be provided to Client in electronic form, Emergicon may charge Client the per-copy amount for medical records permitted under applicable law at the time of Client's request.

f. Should this Agreement be terminated for any reason, all documents and records to which Client has a right of access under Paragraphs 5(a) and (c) of this Agreement shall be maintained in electronic format at a site convenient to Emergicon for a reasonable amount of time for follow-up of all open claims, but in any event not to exceed ninety (90) days following the effective date of termination of this Agreement. Electronic or paper copies, as per Paragraph 5(e) hereof, of the records to which Client has a right of access under Paragraphs 5(a) and (c) will be made available to Client, at Client's sole cost and expense, in a format acceptable to Emergicon at the Client's written request provided that Client makes such request within thirty (30) days following termination of the Agreement, and provided that Client has no outstanding invoices due to Emergicon at the time of the request. Emergicon shall have absolutely no responsibility whatsoever after termination of this Agreement to provide any monthly reports or other such Emergicon-generated reports to Client.

g. Upon termination of this Agreement, Client is responsible to notify all payers, patients, and other correspondents of its new address, phone and/or fax numbers for billing or payment purposes. Notwithstanding any other provisions of this Agreement to the contrary, Emergicon will not be responsible for mail, deliveries, faxes, messages or other communications sent in Client's name to Emergicon after the effective termination date of this Agreement, and Emergicon shall have no duty to accept, maintain, copy, deliver or forward any such communications to Client following termination of this Agreement.

h. Costs for copies of documents required and/or requested by Client beyond the requirement of the normal daily claim handling requirements will be invoiced to Client by Emergicon at a per copy price to be established by Emergicon from time to time.

6. Client Accounting and Auditing Requirements. If Client requires Emergicon's assistance in Client's accounting or other internal audits, Emergicon will charge client for said audit support services at its customary rates, to be established by Emergicon from time to time. Upon written request of Client for same, Emergicon shall furnish said rates to Client in writing prior to undertaking any work pursuant to this Paragraph.

7. Term and Termination.

a. This Agreement is for an initial term of one year, and will automatically renew for successive like terms unless terminated hereunder.

b. This Agreement may be terminated with or without cause, by either party, upon written notice to the other party with thirty (30) days' notice.

c. This Agreement may be terminated by Emergicon immediately upon written notice to Client for any of the following reasons:

i. If Client makes an assignment for the benefit of creditors, files a voluntary or involuntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for the appointment of any receiver of any trustee over its assets or properties, commences any proceeding under any reorganization, arrangement, readjustment of debt or similar law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against the other party any such proceeding which remains un-dismissed, un-stayed, or the other party by any act or any omission to act indicated its consent to, approval of or acquiescence in any such proceeding or the appointment of any receiver or of any trustee, or suffers any such receivership or trusteeship to continue undischarged, un-stayed, or un-vacated for a period of thirty (30) days.

ii. If Client loses its license, permit or certification necessary to do business, or is excluded from any state or federal health care program.

iii. If Client fails to perform any of its responsibilities as set forth in this Agreement, fails to pay Emergicon for its specialized professional services within thirty (30) days of the date such payment becomes due, takes any actions which Emergicon, in its sole discretion, determines to be unethical, illegal, immoral or non-compliant, or fails to cooperate with Emergicon in any way that prevents, impedes, obstructs or delays Emergicon in the performance of the Specialized Professional Services set forth in this Agreement.

d. Upon termination for any reason, Emergicon shall perform follow-up on any open accounts submitted by Emergicon on Client's behalf for a period not to exceed ninety (90) days from the date of termination. Emergicon shall have no responsibility to perform such follow-up in the event Client takes any actions which prevent Emergicon from engaging in such follow-up, or in the event that Client has any unpaid balances due to Emergicon on the date of termination of this Agreement.

e. Upon termination for any reason, Client shall be responsible to pay the fees set forth in Paragraph 10 below, for all revenues collected by Emergicon on Client's behalf during the 90-day follow-up period set forth in Paragraph 7(d) above. After notice of termination is given, all Emergicon invoices are due and payable by Client within five (5) days of same. In the event that Client does not remit payment on any such invoice within five (5) days of the invoice, Emergicon shall have no responsibility to perform any further follow-up on open accounts, notwithstanding the provisions of Paragraph 7(d) above.

8. External and Internal Audits.

a. Client shall immediately notify Emergicon if there has been any prepayment audit or review, post payment audit or review, or any investigation or other formal inquiry into the billing practices of Client and/or Emergicon, or claims submitted by Emergicon on behalf of Client, where such audit or investigation is or appears to have been initiated by any governmental agency, insurer, payer, carrier, Medicare Administrative Contractor, Recovery Audit Contract, Zone Program Integrity Contractor, Medicaid Fraud Control Unit, other Medicare or Medicaid contractor or other agency or entity authorized to carry out any such audit or investigation. This obligation shall survive termination of this Agreement for any reason.

b. The Client bears sole responsibility for obtaining and paying for any legal or consulting assistance necessary in defending itself in any such audit or investigation. Emergicon shall assist Client in producing any records, reports or documents in its possession which pertain to the audit or investigation and may charge Client a reasonable fee for copying, preparation, assembly or retrieval of such documents or reports. Emergicon shall have no obligation to perform any duties under this Paragraph 8(b) following termination of this Agreement for any reason.

c. Client is solely responsible for repaying any overpayments or recoupments sought or imposed by any insurer, carrier, payer or governmental agency or contractor, including interest, civil monetary penalties, fines or other such assessments.

d. Client understands and acknowledges that Emergicon, as part of its compliance program, may on occasion, and at its sole discretion, perform or contract for the performance of periodic, random, internal audits of its coding, billing and other business practices. These voluntary, internal compliance audits may reveal the existence of Client overpayments, and Client agrees that any such overpayments identified by Emergicon in its internal auditing process will be refunded by Client as described in more detail in Paragraph 2(h) of this Agreement.

9. Disposition of Funds.

a. All funds Emergicon receives from third party payers, patients or other sources for ambulance services provided by Client shall be made in the name of Client and forwarded monthly to Client or deposited into a Client account as directed by Client.

b. If Client desires that its patients be able to pay their accounts utilizing credit cards, then Emergicon shall accept credit card payments on behalf of Client's patients in a manner that is secure and agreed upon by the parties, and only to the extent possible and feasible, without making Emergicon a collection agency and responsible for compliance with the federal Fair Debt Collection Practices Act and other state or federal debt collection laws.

c. Emergicon shall not accept a reassignment of any benefits where prohibited by law.

10. Compensation.

a. In exchange for the Specialized Professional Services described in this Agreement, Client shall pay Emergicon a fee equivalent to six and one-quarter percent (6.25%) of all revenues collected by Emergicon on behalf of Client. Credit card payments accepted by Emergicon will be charged an additional two percent (2.0%) unless it has been offset by a payer convenience fee. Please refer to Addendum A where applicable for additional.

b. If Client instructs Emergicon to collect on an account(s) initially billed by another Contractor, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Twenty-two Percent (22%) of the total amount collected on the account.

c. If Client allows Emergicon or places accounts with a 3rd party collection agency to continue to pursue accounts with balances beyond 120 days from the date of transport, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Eighteen Percent (18%) of the total amount collected on the account.

d. The fees payable by Client to Emergicon shall be calculated and invoiced to Client on a periodic basis established by Emergicon in accordance with the receipts report generated by Emergicon.

e. Emergicon shall submit invoices to Client on a periodic basis established by Emergicon. Invoices are to be paid by Client within thirty (30) days of the invoice date. Emergicon reserves the right to add simple interest at an annual rate of 18%, compounded monthly, on all where Emergicon has not received payment within thirty (30) days of the date of its invoice.

f. In the event that Client is obligated to refund any overpayment or credit balance as set forth in Paragraph 2(h), fees paid to Emergicon by Client for such refunded overpayment or credit balance shall not be credited or refunded to Client.

g. Beginning on the first of each new calendar year, the then current fee shall be increased by the Employment Cost Index or, Total Compensation, Not Seasonally Adjusted, Private Industry for Professional, Scientific and Technical Services published by the Bureau of Labor Statistics of the US Department of Labor for the twelve months ending the preceding year.

h. Client agrees to reimburse Emergicon for any and all sales tax liabilities that may arise as a result of this Agreement.

i. Client agree to reimburse $35 for any checks returned for insufficient funds as a result of this Agreement.

11. Indemnification and Insurance.

a. In addition to any specific indemnification provisions set forth in this Agreement, to the extent allowed by law, Client shall hold harmless, indemnify and defend Emergicon and/or its employees, officers, directors and agents from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines, and causes of action to the extent caused by any negligent act or omission on the part of Client or its agents, servants, volunteers, contractors or employees. This provision shall include all costs and disbursements, including without limitation court costs and reasonable attorneys' fees.

b. In addition to any specific indemnification provisions set forth in this Agreement, to the extent allowed by law, Emergicon shall hold harmless, indemnify and defend Client and/or its employees, officers, directors and agents from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action to the extent caused by any willful or grossly negligent misconduct of any Emergicon agent, servant, contractor or employee and which relate to the Specialized Professional Services performed by Emergicon under this Agreement.

c. Emergicon shall maintain errors and omissions insurance coverage in an amount not less than $1,000,000. Emergicon shall provide proof of such coverage to Client upon reasonable written request for same.

d. Notwithstanding any other provision of this Agreement, Emergicon shall not be liable for any damages, including but not limited to loss in profits, or for any special, incidental, indirect, consequential or other similar damages suffered in whole, or in part, in connection with this Agreement. Any liability of Emergicon shall not exceed any amounts paid to Emergicon by Client under this Agreement for any disputed billing performed by Emergicon on behalf of Client.

e. Where any provision of this Agreement obligates Client to defend, indemnify and/or hold harmless Emergicon, such agreement shall include any claims, losses, assessments or damages of any kind, and shall apply equally to Emergicon and to its employees, owners, agents, contractors, attorneys, consultants, accountants, and servants.

12. Confidentiality. Neither Emergicon nor Client shall, during the term of this Agreement or for any extension hereof, for any reason, disclose to any third parties any proprietary information regarding the other party unless required to do so by law, regulation or subpoena. For purposes of this Agreement, "proprietary information" shall include, but not be limited to, pricing or rate information, information pertaining to contracts with payers, insurers, facilities, ambulance providers, health care systems, or other such parties, audit requests, audit results, billing processes, client lists or other such information.

13. HIPAA Business Associate Assurances. Emergicon agrees to appropriately

safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of Client in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

a. General Provisions

i. Meaning of Terms. The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.

ii. Regulatory References. Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.

iii. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

b. Obligations of Emergicon

Emergicon agrees that it will:

i. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;

ii. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e-PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

iii. Report to Client any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410.. Breaches of unsecured PHI shall be reported to Client without unreasonable delay but in no case later than 60 days after discovery of the breach;

iv. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Emergicon agree to the same restrictions, conditions, and requirements that apply to Emergicon with respect to such information;

v. Make PHI in a designated record set available to Client and to an individual who has a right of access in a manner that satisfies Client's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;

vi. Make any amendment(s) to PHI in a designated record set as directed by Client, or take other measures necessary to satisfy Client's obligations under 45 CFR §164.526;

vii. Maintain and make available information required to provide an accounting of disclosures to Client or an individual who has a right to an accounting within 60 days and as necessary to satisfy Client's obligations under 45 CFR §164.528;

viii. To the extent that Emergicon is to carry out any of Client's obligations under the HIPAA Privacy Rule, Emergicon shall comply with the requirements of the Privacy Rule that apply to Client when it carries out that obligation;

ix. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Emergicon on behalf of Client, available to the Secretary of the Department of Health and Human Services for purposes of determining Emergicon and Client's compliance with HIPAA and the HITECH Act;

x. Restrict the use or disclosure of PHI if Client notifies Emergicon of any restriction on the use or disclosure of PHI that Client has agreed to or is required to abide by under 45 CFR §164.522; and

xi. If Client is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Emergicon agrees to assist Client in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Client's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Client agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Client of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Client of any threat of identity theft as a result of the incident.

c. Permitted Uses and Disclosures by Emergicon

The specific uses and disclosures of PHI that Emergicon may make on behalf of Client include:

i. The preparation of invoices to patients, carriers, insurers, and others responsible for payment or reimbursement of the Services provided by Client to its patients, as set forth in this Agreement;

ii. Preparation of reminder notices and documents pertaining to collections of overdue accounts;

iii. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by Client to its patients or to appeal denials of payment for the same; and

iv. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the Services that Emergicon has been agreed to perform on behalf of Client, as set forth in this Agreement.

d. Termination

i. Notwithstanding the termination provisions set forth in Paragraph 7 of this Agreement, Client may terminate this Agreement if Client determines that Emergicon has violated a material term of the HIPAA Business Associate Assurances set forth in this Paragraph 13.

ii. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate this Agreement, according to the provisions set forth in Paragraph 7 of this Agreement, if feasible.

iii. Upon termination of this Agreement for any reason and upon the written request of Client and pursuant to the other terms and conditions set forth in this Agreement, Emergicon shall return to Client or destroy all PHI received from Client, or created, maintained, or received by Emergicon on behalf of Client that Emergicon still maintains in any form. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

14. Compliance.

a. Emergicon will conduct its activities and operations in compliance with all state and federal statutes, rules and regulations applicable to billing activities.

b. Client shall conduct its activities, operations and documentation in compliance with all applicable state and federal statutes, rules and regulations. Client expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services, and that all of Client's personnel are appropriately licensed and/or certified to furnish the services provided by Client. Client agrees to defend, indemnify and hold harmless, to the extent allowed by law, Emergicon from any and all claims, damages and losses in the event that Client sends accounts to Emergicon which are ineligible for billing and/or reimbursement for any reason.

c. Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party which becomes aware of a violation of any such state or federal laws or regulations or of a questionable claim or claim practice agrees to notify the other party within fifteen (15) days so the other party may appropriately address the matter.

d. The parties represent that they are not the subject of any actions or investigations pertaining to its participation in or standing with any state or federal health care program, are not subject to exclusion from any state and/or federal health care program, and that no persons providing services for which reimbursement is sought were at the time such services were rendered excluded from any state or Federal health care program.

e. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

15. Non-Engagement of Individuals on the OIG Exclusion List. The parties further warrant that each will take all reasonable steps as set forth by the Office of Inspector General, United States Department of Health and Human Service, to ensure that it does not employ or otherwise engage individuals who have been excluded from participation in federal health care programs. The parties agree to periodically check the OIG exclusion website to ensure that employees, volunteers and all others providing services for each respective organization are not excluded. The website is: http://exclusions.oig.hhs.gov.

16. Independent Contractor Relationship. Emergicon and Client stand in an independent contractor relationship to one another and shall not be considered as joint ventures or partners, and nothing herein shall be construed to authorize either party to act as general agent for the other. There is no liability on the part of Emergicon to any entity for any debts, liabilities or obligations incurred by or on behalf of the Client.

17. Prevention of Performance. If a party's obligation to perform any duty hereunder is rendered impossible of performance due to any cause beyond such party's control, including, without limitation, an act of God, war, civil disturbance, fire or casualty, labor dispute, hardware or software failures beyond the party's control, or governmental rule, such party, for so long as such condition exists, shall be excused from such performance, provided it promptly provides the

other party with written notice of its inability to perform stating the reasons for such inability and provided that the party takes all appropriate steps as soon as reasonably practicable upon the termination of such condition to recommence performance.

18. Assignment. This Agreement may be assigned by Emergicon to any successors or assigns of Emergicon. This Agreement may not be assigned by Client without the express written consent of Emergicon. This Agreement shall be binding upon all successors and assigns.

19. Notices. Notices required to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) three days after mailing by the party when notices are sent by First Class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

Emergicon:	Client:
Emergicon, LLC.	City of Watauga
PO Box 180446	7105 Whitley Road
Dallas, TX 75218	Watauga, TX 76148
Phone: (972-602-2060)	817-514-5822
Fax:(469) 602-5542	

20. Non-Competition and Non-Solicitation Clause. Without prior, written authorization from Emergicon, Client shall not:

a. During the term of this Agreement, or for two (2) years following its expiration or termination for any reason, employ, retain as an independent contractor, or otherwise in any way hire any personnel currently employed or employed at any time during the term of this Agreement by Emergicon. Client expressly agrees that in the event of a breach of this provision, Emergicon shall be entitled to a placement fee of two times the annual salary paid by Emergicon to such employee at the time such employee left employment of Emergicon.

b. During the term of this Agreement, or for a period of two (2) years following its expiration or termination for any reason, engage in the provision of billing services for any other ambulance service, medical transportation organization, fire department, or emergency medical services organization. Nothing in this Paragraph shall be interpreted to prohibit Client from performing its own in-house billing and/or accounts receivable management following the expiration or proper termination of this Agreement.

21. Governing Law and Forum Selection Clause. This Agreement shall be deemed to have been made and entered into in Texas and shall be interpreted in accordance with the laws thereof, without regard to conflicts of laws principles. The parties expressly agree that the exclusive forum for resolving any legal disputes under this Agreement shall be the state or federal

courts serving Tarrant County, Texas. Client expressly agrees to personal jurisdiction and venue in any such court.

IN WITNESS WHEREOF, the parties have executed this Agreement to commence on the date first above written. Client represents that the individual who has executed this Agreement on behalf of the Client is authorized by Client and by law to do so.

EMERGICON, LLC.	CLIENT
By:	By:
____________________	____________________
Signature Date	Signature Date
Christopher Turner	____________________
Print Name	Print Name
President and CEO	____________________
Title	Title

ADDENDUM A

This document is an addendum to the Service Agreement between Emergicon, L.L.C. and The City of Watauga. It is understood that the following software is being purchased from ESO Solutions by The City of Watauga through a Service Agreement with
Emergicon, L.L.C.

Product	Quantity	Discounts	Total Price	Line Item Description
EHR Suite w/ QM & Mobile 1,250 - 2,500 Calls	1.00	$399.20	$4,590.80	Annual Recurring Fee - Includes unlimited mobile devices, hospital link up, anayltics, QM, reports, adhoc reporting, driver's license scan capability.
Billing Standard Interface 1,250 - 2,500 Incidents	1.00	$395.00	$0.00	Fee Waived for ESO Billing Customer - Emergicon. Annual Recurring Fee.
CAD Integration 1,250 - 2,500 Incidents	1.00	$119.60	$1,375.40	Annual Recurring Fee.
Cardiac Monitor 1,250 - 2,500 Incidents	1.00	$63.60	$731.40	Annual Recurring Fee.
Training - EHR	2.00	$0.00	$1,990.00	2 days of onsite EHR training. One Time Fee.
Training Travel Costs - EHR	1.00	$0.00	$750.00	2 days of onsite EHR Training Travel Costs. One Time Fee.

Grand Total $9,437.60

Emergicon agrees to pay the above-mentioned software and recurring fees to ESO Solutions for The City of Watauga based on a ninety-day payback.

The contract between ESO Solutions and The City of Watauga will automatically renew annually according to the ESO Solutions Software License Agreement. Emergicon will pay ESO Solutions on the contract renewal date for the full annual subscription fee.

Cancellation fees

Should the City of Watauga terminate Emergicon's Service Agreement within twelve (12) months of the date of this Addendum, City of Watauga will be responsible for full payment to Emergicon of a cancellation fee equal to the total cost ($9,437.60), plus the actual cost of hardware provided.
Three (3) new hardware devices of the city's choice. Emergicon will invoice the City of Watauga upon written notice of cancellation and payment will be due 30 days from cancellation date.

EMERGICON, L.L.C.
By:____________________________
Name: Christopher Turner
Title: President & CEO
Date:__________________________

The City of Watauga
By:_______________________________
Name:
Title:
Date:_______________________________

WATAUGA
TEXAS
"A GREAT PLACE TO LIVE"

AGENDA MEMORANDUM

DATE: September 11, 2019

TO: Honorable City Council Members

FROM: Shawn Fannan, Fire Chief

SUBJECT: Discuss and consider action to authorize the Mayor to execute a Business Associate Agreement between the City of Watauga and Emergicon, LLC in a form approved by the City Attorney

---

BACKGROUND/INFORMATION:

The Business Associate Agreement is a companion agreement to the Specialized Professional Services Agreement with Emergicon for ambulance billing. The agreement is required for compliance with HIPAA regulations.

The City Attorney has reviewed and approved the legal content of the attached agreement.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

City staff respectfully recommends the City Council approve the Business Associate Agreement between the City of Watauga and Emergicon, LLC effective February 1, 2020 and authorize the Mayor to execute the agreement upon approval of legal form and content by the City Attorney.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Business Associate Agreement - HIPAA

REVIEWED BY:

Shawn Fannan, Fire Chief	Approved - 9/12/2019
George Hyde, Legal	Approved - 9/13/2019
Andrea Gardner, City Manager	Final Approval - 9/13/2019

Approved as to form for inclusion on Agenda

Business Associate Agreement
Between
The City of Watauga
and Emergicon, LLC

This Business Associate Agreement ("Agreement") between The City of Watauga and Emergicon, LLC is executed to ensure that Emergicon, LLC will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of The City of Watauga in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq*., as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq*., the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.

2. **Regulatory References**. Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.

3. **Interpretation**. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Emergicon, LLC, agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;

2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e- PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

3. Report to The City of Watauga any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to The City of Watauga without unreasonable delay but in no case later than 60 days after discovery of the breach;

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Emergicon, LLC agree to the same restrictions, conditions, and requirements that apply to Emergicon, LLC with respect to such information;

5. Make PHI in a designated record set available to The City of Watauga and to an individual who has a right of access in a manner that satisfies The City of Watauga 's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;

6. Make any amendment(s) to PHI in a designated record set as directed by The City of Watauga , or take other measures necessary to satisfy The City of Watauga 's obligations under 45 CFR §164.526;

7. Maintain and make available information required to provide an accounting of disclosures to The City of Watauga or an individual who has a right to an accounting within 60 days and as necessary to satisfy The City of Watauga 's obligations under 45 CFR §164.528;

8. To the extent that Emergicon, LLC is to carry out any of The City of Watauga 's obligations under the HIPAA Privacy Rule, Emergicon, LLC shall comply with the requirements of the Privacy Rule that apply to The City of Watauga when it carries out that obligation;

9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Emergicon, LLC on behalf of The City of Watauga , available to the Secretary of the of Health and Human Services for purposes of determining Emergicon, LLC and The City of Watauga 's compliance with HIPAA and the HITECH Act;

10. Restrict the use or disclosure of PHI if The City of Watauga notifies Emergicon, LLC of any restriction on the use or disclosure of PHI that The City of Watauga has agreed to or is required to abide by under 45 CFR §164.522; and

11. If The City of Watauga is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Emergicon, LLC agrees to assist The City of Watauga in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of The City of Watauga 's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of The City of Watauga agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting The City of Watauga of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to The City of Watauga of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Emergicon, LLC on behalf of The City of Watauga include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by The City of Watauga to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by The City of Watauga to its patients or to appeal denials of payment for the same; and
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Emergicon, LLC has been engaged to perform on behalf of The City of Watauga.

D. Termination

1. The City of Watauga may terminate this Agreement if The City of Watauga determines that Emergicon, LLC has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
3. Upon termination of this Agreement for any reason, Emergicon, LLC shall return to The City of Watauga or destroy all PHI received from The City of Watauga , or created, maintained, or received by Emergicon, LLC on behalf of The City of Watauga that Emergicon, LLC still maintains in any form. Emergicon, LLC shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to this______day of______, 2017

The City of Watauga

Signature:________________________

Emergicon, LLC

Signature: ________________________

WATAUGA
TEXAS
"A GREAT PLACE TO LIVE"

AGENDA MEMORANDUM

DATE:	September 11, 2019
TO:	Honorable City Council Members
FROM:	Shawn Fannan, Fire Chief
SUBJECT:	Discuss and consider action to approve a sales order with Emergicon, LLC for ESO software services paid by Emergicon, LLC through a Service Provider Agreement with ESO on behalf of the City of Watauga

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BACKGROUND/INFORMATION:

The attached sales order is a companion item to the Specialized Professional Services Agreement with Emergicon, LLC. Emergicon, LLC contracts for the software portion of the service through a Service Provider Agreement with ESO on behalf of the City and includes in the billing to the City.

The attached sales order has been reviewed and approved by legal.

FINANCIAL IMPLICATIONS:

The FY2019-2020 Budget includes contingency funds to cover this purchase.

RECOMMENDATION/ACTION DESIRED:

City staff respectfully recommends the City Council approves the ESO sales order authorizing Emergicon, LLC to enter into a Service Provider Agreement with ESO on behalf of the City and authorize the Mayor to execute the sales order.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. ESO

REVIEWED BY:

Shawn Fannan, Fire Chief	Approved - 9/12/2019
George Hyde, Legal	Approved - 9/13/2019
Sandra Gibson, CGFO, CGFM, Director of Finance	Approved - 9/13/2019
Andrea Gardner, City Manager	Final Approval - 9/13/2019

Approved as to form for inclusion on Agenda

eso

Sales Order For: Watauga Fire Department
Sales Order Number: Q018469
Effective Date*: 09/13/2019
ESO Account Manager: Joanna Hallett

Contact and Billing Details					
Sold to:	Shawn Fannan	**Contact:**	Shawn Fannan	**Address:**	5909 Hightower Dr
Bill To:	Watauga Fire Department	**Phone:**	817-514-5874		Watauga, Texas 76148
Email:	sfannan@wataugatx.org	**Email:**	sfannan@wataugatx.org		United States

Subscription and/or License Terms					
Initial Term (Months):	12	**Billing Frequency:**	Annual	**Customer ID:**	201706-10941
Renewal Term (Months):	12	**Billing Method:**	Email	**Total Recurring Fees:**	$5,529.20
		Terms:	Net 30	**Total One-Time Fees:**	$2,990.00

Product Name	Product Description	Quantity	Total Price/ Discounts
EHR Suite w/ QM & Mobile	Includes Quality Management, Ad Hoc Reports, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades. Fee Type: Recurring	2000 /Incidents	$4,990.00
EHR Suite w/ QM & Mobile Discount	Fee Type: Recurring		($ 399.20)
Cardiac Monitor	Unlimited cardiac monitors, allows for import of cardiac monitor data via local or cloud integration. Ongoing maintenance included. Fee Type: Recurring	2000 /Incidents	$ 795.00
Cardiac Monitor Discount	Fee Type: Recurring		($ 63.60)
EHR Billing Standard Interface	Allows for integration of discrete ePCR data into third-party billing software. Ongoing maintenance included. Fee Type: Recurring	2000 /Incidents	$ 395.00
EHR Billing Standard Interface Discount	Fee Type: Recurring		($ 395.00)
Fax	Allows for faxing of records. Fee Type: Recurring	2000 /Incidents	$ 225.00
Fax Discount	Fee Type: Recurring		($ 18.00)
EHR Training	Daily Rate Fee Type: One-Time	2 /Day	$1,990.00
EHR Training Travel Costs	One-time fee - covers all travel costs associated with on-site training option. Fee Type: One-Time	1000 /Travel Cost	$1,000.00

List Price:	$9,395.00
Discounts:	($875.80)
Tax:	$0.00
Total:	$8,519.20

SAAS – TERMS AND CONDITIONS:

1. If the Customer indicated below has an ESO Master Subscription and License Agreement ("MSLA") dated on or after February 20, 2017, then that MSLA will govern this Sales Order. **Otherwise, Customer intends and agrees that this Sales Order adopts and incorporates the terms and conditions of the MSLA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

   http://bit.ly/ESOContract
2. The Effective Date of this Sales Order shall be the earlier of: i) the date of the signature below or ii) the "Effective Date*" identified in the header of this Sales Order.

THANK YOU FOR CHOOSING ESO SOLUTIONS

3. Except in the event Customer has selected a Third-Party Payer, the fees above shall be invoiced as follows:
   a. Training and Training Travel fees, if any, shall be invoiced on or about the Effective Date.
   b. During the first year, 100% of the remaining fees shall be invoiced fifteen days after the Effective Date. ("Subscription Date")
   c. During the second year and any renewal years thereafter, 100% of the recurring fees shall be due on the anniversary of the Subscription Date.

Customer: Watauga Fire Department

____
[*Signature*]

____
[*Print Name*]

____
[*Title*]

____
[*Date*]

Sales Order For: Watauga Fire Department
Sales Order Number: Q018469
Effective Date*: 09/13/2019
ESO Account Manager: Joanna Hallett

Fill in Contact Info Below

Contact	Name	Email	Phone
Primary Business Contact			
Invoicing Contact			
Legal Contact			
Software Administrator Contact			
Privacy/HIPAA Contact			
Tax Exempt?	YES OR NO	If YES, return Exempt Certificate with Agreement	
Purchase Order Required?	YES OR NO	If YES, return PO with Agreement	

Please email the signed sales order to legal@esosolutions.com and your sales representative.