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AGENDA

REGULAR MEETING OF THE CITY COUNCIL

MAY 22, 2007

7:30 P.M.

TOWN HALL

5300 BELT LINE ROAD

REGULAR SESSION

Item #R1 - Consideration of Old Business.

Item #R2 - Consent Agenda.

#2a - Approval of the Minutes for the May 8, 2007, Council Meeting.

Item #R3 - Consideration and approval of an Ordinance canvassing the results of the Municipal Election held on May 12, 2007.

Item #R4 - Appointment of Mayor Pro Tempore and Deputy Mayor Pro Tempore.

Item #R5 - Discussion and consideration of the Town of Addison hosting a delegation from our Sister City, Bancaio, Taiwan.

Item #R6 - Discussion and update regarding the Citizen Advisory Committee process.

Item #R7 - Presentation of Financial Quarterly Report for the period ending March 31, 2007.

Attachment:

1. Financial Report
-

Item #R8 - Presentation of Introduction to Addison's Budgeting Process and distribution of Council Surveys.

A Power Point presentation will be made during the Council Meeting.

Item #R9 - Consideration and approval of an ordinance granting a meritorious exception to Section 62-163, Specifications of Signs of the Sign Ordinance, for Staples which is located at 4400 Belt Line Road.

Attachments:

1. Staff Report
2. Application
3. Plans

Administrative Recommendation:

Administration recommends denial of the 48" letters. However, since the sign will be located approximately 120' from Belt Line Road, Staff will recommend approval of a maximum letter height of 30".

Item #R10 - Consideration and approval to authorize the City Manager to enter into a contract with Metrocrest Medical Services for pre-hospital emergency medical control for \$26,400.00.

Attachments:

1. Council Agenda Item Overview
2. Medical Contract Information
3. Metrocrest Medical Services Contract

Administrative Recommendation:

Administration recommends approval.

Item #R11 - Consideration and approval authorizing the City Manager to execute an engineering design contract with HNTB Corporation for the Sierra Taxiway/Apron Pavement Replacement at the Addison Airport in an amount not to exceed \$64,989.00.

Attachment:

1. Council Agenda Item Overview

Administrative Recommendation:

Administration recommends approval.

EXECUTIVE SESSION

Item #ES1 - Closed (executive) session of the City Council, pursuant to Section 551.071 of the Texas Government Code, to conduct a private consultation with its attorney(s) to (i) seek the advice of its attorney(s) about pending litigation, to wit: *In re Calla Davis, et al*, Case No. 07-0147, Supreme Court of Texas, and (ii) on a matter in which the duty of the attorney(s) to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code, regarding and relating to the sale of alcoholic beverages, and including House Bill No. 2957 and Senate Bill 1735 filed with the 80th Regular Session of the Texas Legislature.

Item #ES2 - Closed (executive) session of the City Council, pursuant to Section 551.071 of the Texas Government Code, to conduct a private consultation

with its attorney(s) to seek the advice of its attorney(s) regarding certain pending litigation, to wit: *The City of Addison, Texas v. Transcontinental Realty Investors, Inc., et al.*, No. 05-05-01554-CV, Fifth District Court of Appeals, Dallas, Texas, and on a matter in which the duty of the attorney(s) to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code, regarding and relating to matters concerning access to Addison Airport and including House Bill 2955 and Senate Bill 1462 filed with the 80th Regular Session of the Texas Legislature.

Item #ES3 - Closed (executive) session of the City Council, pursuant to Section 551.071 of the Texas Government Code, to conduct a private consultation with its attorney(s) on a matter in which the duty of the attorney(s) to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code, regarding and relating to matters concerning and including the Dallas Area Rapid Transit 2030 Transit System Plan and the Cotton Belt Rail Line, and House Bill No. 107 filed with the 80th Regular Session of the Texas Legislature.

Item #R12 - Discussion and consideration of any action in connection with or related to pending litigation, to wit: *In re Calla Davis, et al*, Case No. 07-0147, Supreme Court of Texas, and/or relating to the sale of alcoholic beverages, and including House Bill No. 2957 and Senate Bill 1735 filed with the 80th Regular Session of the Texas Legislature.

Item #R13 - Discussion and consideration of any action regarding pending litigation, to wit: *The City of Addison, Texas v. Transcontinental Realty Investors, Inc., et al*, No. 05-05-01554-CV, Fifth District Court of Appeals, Dallas, Texas, and/or regarding and relating to matters concerning access to Addison Airport, including House Bill 2955 and Senate Bill 1462 filed with the 80th Regular Session of the Texas Legislature.

Item #R14 - Discussion and consideration of any action in connection with or related to the Dallas Area Rapid Transit 2030 Transit System Plan and the Cotton Belt Rail Line, and House Bill No. 107 filed with the 80th Regular Session of the Texas Legislature.

Adjourn Meeting

Posted:
May 18, 2007 at 5:00 p.m.
Mario Canizares - City Secretary

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS
WITH DISABILITIES. PLEASE CALL (972) 450-2819 AT LEAST
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

May 8, 2007
7:30 P.M. – Town Hall
5300 Belt Line Road

Present: Mayor Chow, Councilmembers Braun, Kraft, Mallory, Mellow, Hirsch and Niemann.

Absent: None

Item #R1 - Consideration of Old Business.

The following employees were introduced to the Council: Robert Coleman with the City Manager's Office, Justin Izzo with the Fire Department, Sue Ellen Fairley with the City Manager's Office and Joy Kees with the Human Resources Department.

Item #R2 - Consent Agenda.

#2a - Approval of the Minutes for the April 17, 2007, Special Meeting and Work Session and the Minutes for the April 24, 2007, Council Meeting. (Approved as written.)

Mayor Chow moved to duly approve the above listed item.

Councilmember Mallory seconded. Motion carried.

Voting Aye: Chow, Braun, Kraft, Mallory, Mellow, Niemann, Hirsch

Voting Nay: None

Item #R3 - Presentation to Wipe Out Kids' Cancer of the proceeds generated through the 2007 Town of Addison Bowl-A-Thon.

Mayor Chow presented a check from the Town in the amount of \$8,127.84 to Ambassador Carson Leslie, his Mother, Annette Leslie and Cindy Brinker Simmons, from Wipe Out Kids' Cancer.

Item #R4 - Consideration of approval of the First Amendment to Existing Right-of-Way License and Use Agreement between the Town of Addison and RedMoon, Inc., to among other things allow RedMoon to upgrade their existing network in Addison to provide high-speed Internet Wi-Fi services to the residents and the business community, and authorizing the City Manager to execute the First Amendment, subject to the City Attorney's final approval.

Councilmember Mallory moved to duly approve the First Amendment to Existing Right-of-Way License and Use Agreement between the Town of Addison and RedMoon, Inc., to among other things allow RedMoon to upgrade their existing network in Addison to provide

high-speed Internet Wi-Fi services to the residents and the business community, and authorizing the City Manager to execute the First Amendment, subject to the City Attorney's final approval.

Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Kraft, Mallory, Mellow, Niemann, Hirsch

Voting Nay: None

Item #R5 - **PUBLIC HEARING** and consideration of an Ordinance approving an amendment to an existing Special Use Permit for a restaurant, and approval of a Special Use Permit for the sale of alcoholic beverages for on-premises consumption for Case 1538-SUP/Café Astoria, 15701 Quorum Drive, represented by Ms. Teodora Arseva.

Mayor Chow opened the meeting as a public hearing. No one spoke at the public hearing. Mayor Chow closed the meeting as a public hearing.

Councilmember Kraft moved to duly approve Ordinance 007-012, approving an amendment to an existing Special Use Permit for a restaurant, and approval of a Special Use Permit for the sale of alcoholic beverages for on-premises consumption for Case 1538-SUP/Café Astoria, 15701 Quorum Drive, represented by Ms. Teodora Arseva, subject to conditions.

Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Kraft, Mallory, Mellow, Niemann, Hirsch

Voting Nay: None

Item #R6 - **PUBLIC HEARING** and consideration of an Ordinance approving a Special Use Permit for a restaurant, Case 1539-SUP/Rise and Dine Restaurant, 4135 Belt Line Road, Suite 100, represented by representatives of Mr. Joseph Spates.

Mayor Chow opened the meeting as a public hearing. No one spoke at the public hearing. Mayor Chow closed the meeting as a public hearing.

Councilmember Mellow moved to duly approve Ordinance 007-013, approving a Special Use Permit for a restaurant, Case 1539-SUP/Rise and Dine Restaurant, 4135 Belt Line Road, Suite 100, represented by Mr. Joseph Spates, subject to no conditions.

Councilmember Mallory seconded. Motion carried.

Voting Aye: Chow, Braun, Kraft, Mallory, Mellow, Niemann, Hirsch

Voting Nay: None

Item #R7- Presentation of Proclamation to Councilmember Diane Mallory.

Mayor Chow presented a Proclamation to Councilmember Diane Mallory for her years of faithful service as a Councilmember.

Item #ES1 - Closed (executive) session of the City Council, pursuant to Section 551.071 of the Texas Government Code, to conduct a private consultation with its attorney(s) to (i) seek the advice of its attorney(s) about pending litigation, to wit: *In re Calla Davis, et al*, Case No. 07-0147, Supreme Court of Texas, and (ii) on a matter in which the duty of the attorney(s) to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code, regarding and relating to the sale of alcoholic beverages, and including House Bill No. 2957 and Senate Bill 1735 filed with the 80th Regular Session of the Texas Legislature.

No action was taken on this Item. The item was withdrawn by Staff.

Item #ES2 - Closed (executive) session of the City Council, pursuant to Section 551.071 of the Texas Government Code, to conduct a private consultation with its attorney(s) to seek the advice of its attorney(s) regarding certain pending litigation, to wit: *The City of Addison, Texas v. Transcontinental Realty Investors, Inc., et al.*, No. 05-05-01554-CV, Fifth District Court of Appeals, Dallas, Texas, and on a matter in which the duty of the attorney(s) to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code, regarding and relating to matters concerning access to Addison Airport and including House Bill 2955 and Senate Bill 1462 filed with the 80th Regular Session of the Texas Legislature.

No action was taken on this Item. The item was withdrawn by Staff.

Item #ES3 - Closed (executive) session of the City Council, pursuant to Section 551.071 of the Texas Government Code, to conduct a private consultation with its attorney(s) on a matter in which the duty of the attorney(s) to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code, regarding and relating to matters concerning and including the Dallas Area Rapid Transit 2030 Transit System Plan and the Cotton Belt Rail Line, and House Bill No. 107 filed with the 80th Regular Session of the Texas Legislature.

No action was taken on this Item. The item was withdrawn by Staff.

Item #R8 - Discussion and consideration of any action in connection with or related to pending litigation, to wit: *In re Calla Davis, et al*, Case No. 07-0147, Supreme Court of Texas, and/or relating to the sale of alcoholic beverages, and including House Bill No. 2957 and Senate Bill 1735 filed with the 80th Regular Session of the Texas Legislature.

John Hill gave an update on this item. No action was taken on this Item.

Item #R9 - Discussion and consideration of any action regarding pending litigation, to wit: *The City of Addison, Texas v. Transcontinental Realty Investors, Inc., et al*, No. 05-05-01554-CV, Fifth District Court of Appeals, Dallas, Texas, and/or regarding and relating to matters concerning access to Addison Airport, including House Bill 2955 and Senate Bill 1462 filed with the 80th Regular Session of the Texas Legislature.

John Hill gave an update on this item. No action was taken on this Item.

Item #R10 - Discussion and consideration of any action in connection with or related to the Dallas Area Rapid Transit 2030 Transit System Plan and the Cotton Belt Rail Line, and House Bill No. 107 filed with the 80th Regular Session of the Texas Legislature.

John Hill gave an update on this item. No action was taken on this Item.

There being no further business before the Council, the meeting was adjourned.

Mayor

Attest:

City Secretary

Council Agenda Item:#R3

There are no attachments for this item.

Council Agenda Item:#R4

There are no attachments for this item.

#R5

Discussion and consideration of the Town of Addison hosting a delegation from our Sister City, Bancaio, Taiwan.

More information will be provided at the Council Meeting on Tuesday.

The Honorable Mayor & Council, and Council-Elect,

The following is the reporting schedule that the Advisory Committees agreed to when they met last week.

- June 4 – Recreation & Community Facilities and Education
- June 6 – Public Relations and Business Development
- June 7 – Transportation and Environmental Design
- June 11 – Culinary and Human Services
- June 14 – Performing Arts and Museums

The plan is for the committees to submit their final report to me by May 25 and then we will begin to make the packets for the Council's review. We will also be meeting at 6:30 on these dates at the Service Center.

We also asked that the Committees limit their presentations to 20 minutes and then allow plenty of time for the City Council to ask questions.

If you have any questions, please let me know.

Thanks, Mario

Council Agenda Item:#R7

There are no attachments for this item.

Council Agenda Item:#R8

There are no attachments for this item.

**MERITORIOUS EXCEPTION TO THE ADDISON SIGN ORDINANCE
STAFF REPORT
ME 2007-5**

#R9

Date: August 11, 2006
Address: 4400 Belt Line Rd

Business: Staples

<u>Ordinance Requirement</u>	<u>Request</u>	<u>Variance</u>												
<p>Sec. 62-163. Area. Total effective area of attached signs shall not exceed the following schedules:</p> <p>(1) On an attached sign located at a height of up to 36 ft, the effective area is limited to 1 sq ft of sign area for each linear foot of building frontage not to exceed 100 sq ft</p> <p>(2) An attached sign located at or exceeding a height of 36 ft shall be permitted an increase in maximum effective area. Such increases shall not exceed 4 sq ft in effective area for each additional 1 ft of height above 36 ft measured from the base of the sign to the building grade.</p> <p>(3) Attached signs may be located on each façade; however, the sum of the effective area of all attached signs shall not exceed twice the allowable effective area as specified in subsections (1) and (2) of this section.</p> <p>(4) Building with 4 or more stories in height may have not more than 2 attached signs per façade provided that:</p> <p>a. Each sign is designated for a separate tenant. b. One sign must be located on or near the uppermost story of the building while the 2nd sign is to be located on the 1st or ground level floor. c. Signs may be no closer than 30 ft apart. d. The combined effective sq footage of both signs may not exceed twice the allowed effective sq footage as specified in subsections (1) and (2) of this section.</p> <p>(5) Maximum letter/logo height of attached signs shall not exceed twice the allowable effective area as specified in subsections (1) and (2) of this section. Maximum letter/logo height of attached signs shall be determined by the following schedule:</p> <table style="margin-left: 40px; border: none;"> <thead> <tr> <th style="text-align: left;">Sign Height (feet)</th> <th style="text-align: left;">Maximum Letter/Logo Height (inches)</th> </tr> </thead> <tbody> <tr><td>0 - 36</td><td>16</td></tr> <tr><td>37 - 48</td><td>36</td></tr> <tr><td>49 - 100</td><td>48</td></tr> <tr><td>101 - 150</td><td>60</td></tr> <tr><td>151 and up</td><td>7</td></tr> </tbody> </table> <p>a. Letter heights in excess of 72 inches must be approved by the city council. b. Not more than 50% of the letters in each individual sign height category may be 25% taller than the specified maximum letter/logo height.</p>	Sign Height (feet)	Maximum Letter/Logo Height (inches)	0 - 36	16	37 - 48	36	49 - 100	48	101 - 150	60	151 and up	7	<p>The applicant is requesting an attached sign on the north facade with a letter height of 48".</p>	<p>The ordinance allows 1 Sq. Ft. of signage for each Ft. of building length up to 100 Sq. Ft. and a maximum letter height of 20" for 50% of the letters with the remaining letters to be 16" or less in height.</p>
Sign Height (feet)	Maximum Letter/Logo Height (inches)													
0 - 36	16													
37 - 48	36													
49 - 100	48													
101 - 150	60													
151 and up	7													

STAFF RECOMMENDATION: Staff recommends denial of the 48" letters. However, since the sign will be located approximately 120' from Belt Line Rd. staff will recommend approval of a maxium letter height of 30".

STAFF:

Lynn Chandler, Building Official

To: Carmen Moran, Director Development Services

From: Lynn Chandler, Building Official

Date: May 10, 2007

Subject: Exceptions to the Sign Ordinance for Attached Signs

The following list consists of exceptions to attached signs:

1. Addison Town Center Shopping Center located in the 3700 to 3800 block of Belt Line Road was granted an exception for letter heights up to 6' and more than one side per façade. October 1994
2. Village on the Parkway located at 5100 Belt line Road was granted an exception for letter Heights up to 30", more than one sign per façade and blade signs. June 1996
3. Addison Circle was granted an exception for more than two signs on a building four or More stories in height, signs above the roof and blade signs. March 1997
4. Centennial Liquor Store located at 15055 Inwood Road was granted an exception to place more than one sign on the east façade. March 1999
5. Hallmark located at 14312 Marsh Lane was granted an exception for letter heights of 36" and 26" due to the thin stroke of the letters and being located 250' from Marsh Lane. June 2000
6. Abbotsford Court located at 14775 Midway Road was granted an exception for letter heights of 29" and 24 " due to the thin stroke of the letters and being located 300' from Midway road. June 2001
7. Dunhill Property Management was granted an exception to place four murals, 81 Sq. Ft. each, on the south façade and five murals, 75 Sq. Ft. each, on the west façade of Suite 840 at 5100 Belt Line Road. These murals were considered signage but were approved because they were not deemed to be a blight or offensive. October 2001
8. Gilbert's Delicatessen Restaurant located at 4930 Belt Line Road Suite 100 was granted an exception for letter heights of 24", 22" and 20" due to a set back of 278' from Belt Line Road. March 2001
9. Hilton Garden Inn located at 4090 Belt Line Road was granted an exception for letter heights of 22" due to a set back of 355' from Belt Line Road. June 2002.
10. Isotag located at 4355 Excel Parkway Suite 100 was granted an exception for an attached sign with a logo height of 31.5" and letter heights of 25" due to a setback of 120' from Excel Parkway. July 2002.

11. Hibernia Bank located at 14651 Dallas Parkway was granted an exception to place an additional sign on the east façade. October 2002.
12. BJ's Restaurant located at 4901 Belt Line Road was granted an exception for attached signs with letter heights of 39", 28", and murals with figures 8' and 9' in height. The signs were 110', 163', 135' and 143' respectively from Belt Line Road. December 2002.
13. Chip's Old Fashioned Hamburgers located at 4950 Belt line Suite 190 was granted an exception for an attached sign with letter heights of 30" due to a set back of 250' from Belt Line Road. April 2003.
14. Sigel's Liquor located at 15003 Inwood Road was granted an exception for an attached sign with letter heights of 24" due to a setback of 93' to 100' from Inwood Road. June 2003.
15. Two Rows Restaurant located at 17225 Dallas Pkwy was granted an exception for attached signage with letter heights of 30" due to setbacks of 110' from Dallas Pkwy and 147' from Addison Rd. July and September 2003.
16. Vartec Telcom/ Excel located at 16675 Addison Rd. and 4550 Excel Pkwy was granted an exception for attached signs with logo heights of 48" at 16775 Addison Rd. due to setbacks of 160' Excel Pkwy and 145' from Addison Rd. and logo heights of 36" at 4550 Excel Pkwy due to a setbacks of 95' and 105' from Excel Pkwy.
17. Pot Belly Sandwich Works located at 4945 Belt Line Rd was granted an exception for attached signs with letters 30" in height due to a setback of 95' from Belt line Rd. They were not, however, allowed any area increases. Nov 2003.
18. Mama Fu's Noodle House located at 3711 Belt Line Rd was granted an exception for attached signs with letters 30" in height due to a setback of 115' from Belt Line Rd. Jan 2004.
19. Addison Walk located at 5000 Belt Line Rd was granted an exception for attached signs with letters 36", 30" and 24" in height due to setbacks of 100' to 179' from Belt line Rd. Jan 2004.
20. Authentix was granted an exception for an attached sign with letters 28', 25" and 21.5" in height due to a setback of 120' from Excel Parkway. Feb 2004.
21. Champps Restaurant was granted an exception for attached signs with letters 35", 28", 32.5" and 26" in height due to setbacks of 168' and 133' from Belt Line Rd. Mar 2004.
22. Pot Belly Sandwich Sandwich Works located at 4945 Belt line Rd was granted an exception for attached signs with letters 30" in height due o a setback of 95' from Belt Line Rd. May 2004.
23. Wachovia Bank located at 5080 Spectrum Dr was granted an exception for more than one attached sign on the south façade of the building and attached signs with a logo 30" in height and more than 50% of the letters exceeding 16" in height due to the area of the facades they were located on. November, 2004.

24. Sam's located at 4150 Belt Line Rd was granted an exception for three attached signs, with areas of 147 sq ft and a 36" letter, 92 sq ft and a 24" letter, and 25 sq ft due to a set back of 410 ft from Belt Line Rd, the size of the façade it's on and that the number of signs was reduced from six to three. December, 2004.
25. Charter Furniture located at 15101 Midway Rd was granted an exception for three additional signs on the east façade due to the construction of the Midway Rd bridge next to their building. January 31, 2005.
26. Century Bank located at 3701 Belt Line Rd was granted an exception for an additional sign on the south façade with a logo 24" in height and more than 50% of the letters 20" in height.
27. Auto Care European located at 4304 Wiley Post Rd was granted an exception for a sign with letters 24" in height due to a set back of 130 ft from Wiley Post Rd.
28. Café Japon and Boba Tea located at 4933 Belt line Rd were granted an exceptions for signs with logos 30" in height and letters 24" and 22" in height due to a setback of 95" from Belt Line Rd.
29. On The Border located at 4855 Belt line Rd was granted exceptions for signs with logo and letter heights of 31', 35.5", 34.5", a projection greater than 18" from the façade and LED or neon skeleton type lighting that was recessed in a cove. The signs were located 109', 160', 175', 300' and 320' from the ROW. August 2005.
30. Wachovia Bank located at 5080 Spectrum was granted an exception for an 8,649 sq ft sign located on the south façade for a maximum of 60 days. September 2005.
31. Sprint located at 4943 Belt Line rd was granted an exception for a sign with a logo height of 27.5" and letters 18.75" in height. January 2006.
32. Capitol One located at 14651 Dallas Pkwy was granted an exception for additional sign on the east façade of the building. February 2006.
33. AMF Fun Fest Lanes located at 3805 Belt Line Rd was granted an exception for signs with logo heights of 5'3" and numerals with heights of 3'9" and 2'9" due to the size of the façade and setbacks of 250' from Commercial Dr. and Business Ave. April 2006
34. Majestic Fine Wines & Spirits located at 14733 Inwood Rd was granted an exception for a 102.5 square foot sign with letters 28" in height and LED lighting to accent building elements. The LED lighting was approved exposed on the arched portion of the façade and installed in a cove on the horizontal portions of the façade. July 2006
35. Inwood Quorum Village located at 4800 Belt line Rd was granted an exception for signs with logos and letters with heights of 24" and 30". August 2006
36. Sprint located at 3719 Belt Line Rd was granted an exception for a sign with letter heights of 24" and a logo height of 30". Jan 2007

Council Agenda Item: #R10

SUMMARY: The Town of Addison currently has a contract with Metrocrest Medical Services for pre hospital medical control. This contract expires on September 30, 2007. This contract may be extended for two (2) successive periods of one (1) year each. The Addison Fire Department wishes to extend this contract for the two successive periods of one year each.

FINANCIAL IMPACT:

Budgeted Amount: \$ 0.00

Cost: \$ 26,400.00 per year

BACKGROUND: The Town of Addison currently has a contract with Metrocrest Medical Services for pre hospital medical control. This contract expires on September 30, 2007. Pre hospital medical control includes the services of a medical director, on and off-line medical control, authorization to purchase controlled substances, train new employees, and provide continuing medical education and other related activities.

Metrocrest Medical Services (MMS) was selected as the Town vendor for pre hospital medical control as a result of a competitive bidding process in 2004. MMS was the low bidder and proposed the most extensive pre hospital medical control program of all the bidders. The current yearly cost within the FY 2006-07 budget is \$25,440.00. The proposed contract extension would cost \$26,400.00 per year. Funds would be requested within the Fire Department budget cycles of FY2007-08 and FY2008-09.

The Town of Addison is required by Texas State Law to enter into such a contract in order to provide pre hospital emergency medical services. MMS has provided outstanding services to the Town. As provided in the existing contract, we would like to extend this contract for an additional two years.

RECOMMENDATION: The Addison Fire Department recommends the approval of a contract with Metrocrest Medical Services for pre hospital medical control issues in the amount of \$26,400.00 per year subject to the annual budget approval process.



MEMORANDUM

TO: Mayor and City Council
Town of Addison

FROM: Noel Padden
Fire Chief

DATE: May 9, 2007

SUBJECT: Contract Extension to an Existing Medical Control Contract

Background: The Town of Addison has a medical control contract with Metrocrest Medical Services (MMS). This contract was the result of a competitive bidding process. MMS was the low bidder and proposed the most extensive pre hospital medical control program of all the bidders. It is scheduled to expire on September 30, 2007. This contract contains language that would allow both parties to extend this contract for two (2) successive periods of one (1) each. The Addison Fire Department wishes to extend this contract for the two successive periods of one year each.

The State of Texas requires providers of pre hospital emergency medical services to operate under the direction of a medical control director/physician for all aspects of our operations.

This contract covers four aspects of pre hospital emergency medical care including medical control, new personnel training, continuing education and authorization to purchase controlled substances. The first aspect covers medical control that encompasses supervision of pre hospital emergency medical service by a licensed physician including on-line (direct voice contact) and off-line (written protocol and procedural review) services.

The second aspect covers new personnel training. In order for a paramedic to operate under the medical director's license, he/she must be trained and tested in the protocols that will be used. Every new employee must be proficient with

these protocols before the medical director releases them for actual field assignment.

The third aspect is continuing education. Treatment protocols for various injuries and medical conditions are always changing. In order to keep pace with these changes, continuing education is provided. Continuing education for all pre hospital emergency medical personnel is also required by the State of Texas Department of State Health Services. This medical control contract provides the necessary continuing education requirements as specified by the State of Texas.

The fourth aspect is the purchase of controlled substances. Certain medical control standing orders require the administration on controlled pharmaceutical substances. In order to purchase such pharmaceuticals, we need the authorization of a physician licensed in the State of Texas. This contract covers this aspect of pre hospital emergency medical care.

Contract Extensions: Addison Fire Department staff met with representatives of MMS to negotiate the costs of the extensions. The cost of the current contract is \$25,440.00 annually. The annual extension costs are as follows:

October 2007 through September 2008 \$26,400.00
October 2008 through September 2009 \$26,400.00

This is approximately a 3.75% increase or an additional \$960.00 per year. These costs are subject to the annual appropriation of funds by the City, in the City's sole discretion, to make such payments. These funds will be requested within the Fire Departments budget recommendations to the city manager.

Recommendation: During this contract, the Addison Fire Department has been very pleased with the services provided by MMS. Based on the information provided, the Addison Fire Department recommends the Town Council enter into a contract with Metrocrest Medical Services in the annual amount of \$26,400.00 for pre hospital emergency medical control services.

Should you have any questions about this recommendation or contract, please contact me at your convenience.

Attachment

THE STATE OF TEXAS) §
 § MEDICAL CONTROL CONTRACT
COUNTY OF DALLAS) §

This Medical Control Contract (“Contract”) is entered into this 3rd day of April, 2007 by and between the Town of Addison, Texas (the “City”) and Metrocrest Medical Services (“MMS”).

WHEREAS, The Town of Addison, (the “City”) is a duly incorporated municipality pursuant to the laws of the State of Texas; and

WHEREAS, the City provides Emergency Medical Services ("EMS") solely by and through its Fire Department; and

WHEREAS, Metrocrest Medical Services ("MMS"), a nonprofit corporation organized pursuant to the laws of the State of Texas, is providing Medical Control to Addison Fire Department EMS personnel; and

WHEREAS, the City and MMS desire to enter into this Contract for the purpose of establishing the rights, duties, and responsibilities of the Addison Fire Department and MMS in providing Medical Control to the EMS personnel of the City.

NOW, THEREFORE, for and in the consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the City and MMS do hereby CONTRACT, COVENANT, WARRANT, AND AGREE as follows:

I. GENERAL AGREEMENTS

- A. The City agrees that any personnel receiving Medical Control under this Contract shall be certified by the Texas Department of Health and hold current EMS status. In addition, personnel shall be authorized by MMS, as specified in the appropriate MMS protocol and Medical Control policies. For purposes of this Contract, “Medical Control” (as defined in 25 Tex. Admin. Code 157.2) means the supervision of prehospital emergency medical service providers by a licensed physician, and encompasses on-line (direct voice contact) and off-line (written protocol and procedural review).
- B. The City agrees, in writing, to provide to MMS a detailed description of its EMS District, including names, counties, towns, cities, or other areas. The City agrees to furnish other reports listed in attachment A. Upon request, additional reports will be furnished as agreed to by the City and MMS.
- C. The City agrees that it will provide, maintain, and operate all necessary field, radio and associated equipment of the City in order to maintain communications with Medical Control during periods when such communication is necessary. Ambulance and staffing requirements are defined in attachment B.

- D. The City and MMS agree that MMS's Medical Control policy and procedures manual, including any additions or deletions during the Contract period, shall be incorporated as a part of this Contract. MMS shall give prompt notice of any such additions or deletions to the City.
- E. The City agrees that any use of MMS materials (i.e. Policies & Procedures, Protocols, evaluation forms, etc.) outside of its normal intended use will require permission from MMS prior to use. Outside the normal intended use includes, but is not limited to, use of materials as examples of continuous quality improvement used by the City for proposals, information reports, etc.
- F. To the extent permitted by law, a MMS documentation, Policies & Procedures, Protocols, and other materials used by the City remain the property of MMS, and must be returned should the contractual relationship between MMS and the City terminate. Completed run forms with quality improvement evaluations attached are exempt from being returned. The City agrees that any part which is kept by the City is considered part of the quality improvement process, (and is marked and identified by MMS as being part of the quality improvement process and confidential), and must remain confidential to the extent by law (including, without limitation, the Texas Public Information Act, Chapter 552, Tex. Gov. Code).

II. MEDICAL CONTROL

- A. MMS will provide Medical Control through a Medical Director and Emergency Department physicians, who are licensed to practice medicine in the State of Texas.
- B. The City recognizes that the Texas State Board of Medical Examiners EMS Chapter 197 (22 Texas Administrative Code 197), as amended and any other laws or regulations relating to the services provided by MMS hereunder (which laws and regulations are incorporated herein and made a part hereof for all purposes), shall govern the obligations of the Medical Director and MMS in regard to services provided, which includes, but is not limited to, the MMS Medical Control System authorization of all EMS personnel within the City.
- C. The Medical Director will provide pre hospital protocols, including standing orders for treatment of patients by the EMS personnel under his/her medical direction.
- D. MMS will make available an on-line Medical Control source, which will be available 24 hours a day, 7 days a week to provide medical direction and consultation to the City's EMS personnel.
- E. The City agrees to participate in, and follow the recommendations of, MMS's Quality Improvement (QI) Program.
- F. MMS will provide U.S. Drug Enforcement Agency authorization to purchase controlled substances for the use by the City's EMS personnel.

- G. The City agrees to appoint one supervisor to represent the City for the Quality Improvement Manager committee. This appointment is subject to approval of MMS.

III. New Personnel

- A. The City agrees to report newly certified and/or new EMS personnel to MMS prior to permitting them to provide out of hospital care. The City also agrees to send one copy of each new EMS personnel's Texas Department of Health's EMS certification and, for paramedic-level personnel, a "current" (dated within 2 years of submission) Advanced Cardiac Life Support course completion card to MMS in order to receive authorization to provide patient care in the MMS Medical Control System. New EMS personnel who do not have a "current" ACLS course completion card will have six months in which the next scheduled MMS ACLS course occurs to send a copy of the ACLS completion card. All new EMS personnel will be issued a Medical Control number after MMS receives proper notification of new EMS personnel. The City agrees that personnel hired cannot provide patient care under the authority of the MMS Medical Control System until a Medical Control number has been issued.
- B. New personnel will be required to successfully complete the MMS New Employee Training and Testing Course (NETTC) which will train and test skills and introduce policies and procedures utilized in the MMS Medical Control System. The new personnel will take a written exam covering the protocols applicable to the personnel's certification within the time frame established by the Medical Control policies. Successful completion of this exam will result in full protocol privileges up to the personnel's State certification level. The fees for the attendance for the NETTC training are included in the Contract fees for up to a maximum of (6) six personnel per Contract year. For any additional personnel to attend NETTC training over the maximum number of (6) personnel, MMS's current NETTC class fee will be charged
- C. If the City does not require the need of (6) personnel to attend NETTC, the City may substitute the balance of non-utilized NETTC positions in any other specialized training class that MMS offers. These may include RSI, FTO, ACLS, PALS, PHTLS, or PEPP.
- D. Individuals not completing the MMS NETTC class after being hired may be subject to having their medical control authorization revoked, at the discretion of the Medical Director.

IV. CONTINUING EDUCATION

- A. Personnel receiving Medical Control under this Contract shall comply with the MMS CE requirements. MMS will provide Continuing Education ("CE") hours, which are approved by the Texas Department of Health for credit towards re-certification of the City's EMS personnel. The CE will also meet the educational needs of the City's EMS personnel as determined by the QI program. All EMS personnel CE records will be maintained by MMS.
- B. CE will be provided by MMS approved CE Instructors, under the direction of the MMS MCS ("Medical Control System") Manager, a Certified Course Coordinator, and the MMS Medical

Director. CE evaluation forms will be available at all CE offerings to give EMS personnel the opportunity to provide MMS with feedback concerning the instructor and class. The EMS Chief may request in writing to restrict or eliminate participation of C.E. instructor(s)

- C. The CE provided by MMS will consist of lecture and practice on skills applicable to the C.E. module and appropriate to the EMS personnel's certification level.
- D. Mandatory attendance by the City's EMS personnel is required and is covered in the appropriate policy.
- E. Missed CE can be made up (within 30 days of the missed CE offering) by successfully completing the CE makeup packet (provided by MMS's CE Coordinator) and passing the written exam covering the material. The appropriate amount of CE credit will be awarded upon successful completion of the makeup packet.
- F. MMS is not responsible for fees required for the EMS personnel's re-certification (for the written CE evaluation, and/or any other fees). State fees will be the sole responsibility of the EMS personnel, City, or both (as defined by the City's own policies/procedures).
- G. MMS may, at its discretion, evaluate EMS personnel during emergency runs and may credit the personnel CE credit hours for those runs. Continuing education credit hours will be awarded based upon TDH rules in effect at the time of EMS personnel evaluation.
- H. Additional CE credit hours may be certified through MMS by attending outside courses or seminars approved in advance by MMS if required verification and/or course information is provided to MMS.
- I. MMS will provide the City, upon request, with a regular report indicating individuals who are nearing their re-certification date. However, the information will be based upon data received from the City and MMS will not be responsible for errors in any such information submitted to MMS by the City. The City further understands the ultimate responsibility of EMS certification rests with the individual EMS personnel.
- J. The City will be responsible for notifying the MMS CE Coordinator of the need for CE reports, which will allow the City to complete the appropriate State required paperwork that City's EMS personnel need to re-certify. The responsibility for re-certification of the City's EMS personnel rests with the City.
- K. MMS will keep track of all CE hours accrued through MMS CE classes. MMS will also keep records of re-certification dates of all personnel. Responsibility for timely re-certification of the City's EMS personnel rests entirely with the City and the individual.
- L. MMS will provide all personnel who successfully complete the Advanced Cardiac Life Support course with an American Heart Association completion card at no additional cost.

V. COSTS

A The costs for Medical Control and Continuing Education per month during this Contract period will be:

Period	Medical Control	Continuing Education	Total Per Month
10/07-9/08	\$1300.00	\$900.00	\$2200.00
10/08-9/09	\$1300.00	\$900.00	\$2200.00

Payment may be made on an annual, semiannual, quarterly, or monthly basis at the City’s election. Payment shall be made on or in advance with the first payment due October 1, 2007. The obligation of the City to make any such payments is subject to the annual appropriation of funds by the City, in the City’s sole discretion, to make such payments.

B. Three (3) 4-hour Continuing Education (CE) programs will be scheduled and provided per month during the term of this Contract. The cost for providing continuing education classes to the City is based upon \$65.00 per class hour for up to ten students. The City agrees to pay MMS \$30.00 per class for the each additional group of ten students or fraction thereof in any class. For example, a CE class of 35 or 40 would cost the City an additional \$90.00 per class hour. Charges for additional instructions are payable in arrears Net 15 following receipt of invoice from MMS.

C. If, during this Contract, any EMS personnel need additional CE hours or training as determined by the QI Program or at he request of the City, the City must pay a fee to MMS of \$70.00 (plus \$25.00 per hour for each additional instructor for specialty classes) per training hour (for up to 10 students in one class) or \$87.00 (for 11-20 students in one class) provided by MMS to make up the deficiency. However, deficient training hours may also be made up through other sources of certified CE instruction which is *pre-approved* by MMS. MMS will offer the necessary training to keep all EMS personnel current in their CE requirements.

D. Any increase in cost of providing services hereunder occasioned by changes in applicable laws or regulations from or after the date hereof shall be paid by the City. The fees to be paid hereunder pertain to the scope of services to be provided hereunder, to-wit, Medical Control of a transport service and continuing education classes. Supplemental services, as defined below, fall outside the scope of services of this Contract, and are charged and to be paid as follows:

Medical Director	\$125.00 per hour
Other MMS personnel	\$ 65.00 per hour

Supplemental services are defined as:

1. Pre scheduled standby events at which Medical Control personnel are requested to be present by the City or required to be present by law;
2. Consultations with the City, or on behalf of the City, beyond the normal and customary scope of medical control;
3. Appearances and presentation on behalf of the City, beyond the normal and customary scope of medical control; and
4. The commitment of man-hours by MMS in excess of 120% of those occasioned by providing normal and customary medical control (the "Standard") to the City. For purposes hereof, the standard is determined to be 37 hours per month.

VI. INDEMNIFICATION

MMS shall defend, indemnify and hold harmless the Town of Addison, Texas its officials, officers, employees and agents against and from any and all liability, actions, causes of action, lawsuits, judgments, claims, damages, costs or fees, including attorney's fees and costs of defense, for personal injury, property damage or destruction (including without limitation loss of use of property not otherwise physically injured), breach of contract, or other harm for which recovery of damages or equitable relief (including, without limitation, injunction relief) is sought, suffered by any person or organization that may arise out of any act or omission of the contractor, its officers, employees and agents under or in connection with this Contract.

VII. INSURANCE

In connection with this Contract, MMS shall provide and maintain in full force and effect during the term of this Contract following types of insurance coverage with limits of not less than those set fort below:

- A. Professional Liability Insurance: Liability limits of \$1,000,000 each occurrence and \$3,000,000 aggregate (and such coverage shall be extended for a two year period of time following the termination of this Contract) covering the rendering of or failure to render education, training, certification, and/or recertification (and including, without limitation, any refusal to grant

certification or recertification) of any emergency medical personnel including, without limitation, paramedics; and

- B. Commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence, which shall include coverages for bodily injury (including, without limitation, death) and property damage, and particularly for liability arising from premises operations, independent contractors, products/completed operations, personal injury, advertising injury, and contractual liability (including without limitation, the liability assumed under the indemnity provisions of this Contract). If such CGL insurance contains a general aggregate limit, it shall apply separately to the work under this Contract; and
- C. Workers compensation insurance in the amounts required by law.

These policies shall be endorsed to provide the following, as applicable: (i) in all liability policies, name the Town of Addison, Texas its officials, officers, agents, and employees as additional insured; (ii) in all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of activities conducted hereunder, and that insurance applies separately to each insured against whom claim is made of suit is brought; and (iii) a waiver of subrogation in favor of the Town of Addison, its officials, officers, agents, and employees must be included in all such policies. All insurance policies shall be issued by an insurance company with an A.M. Best's rating of not less than A- and authorized to do business in Texas and in the standard form approved by the Texas Department of Insurance, and shall be endorsed to provide for a least 30 days advance written notice to the Town of Addison of a material change in or cancellation of a policy. Certificates of insurance, satisfactory to the City, evidencing all coverage above, shall be furnished to the City prior to execution of this Contract, with complete copies of policies furnished to the City upon request. The City reserves the right to review and revise from time to time.

VIII. LENGTH/TERMINATION OF CONTRACT

- A. Subject to the annual appropriation of funds by the City for the payment of this Contract, the term of this Contract shall commence on October 1, 2007 and shall remain in effect until September 30, 2009, or such time as this Contract is terminated as provided herein.
- B. After the period of time set forth in paragraph VII.A., this Contract may be extended for two (2) successive periods of one (1) year, provided that both parties agree in writing to such extensions. The fees during such extensions are subject to negotiations between both parties.
- C. This Contract may be terminated for any reason or for no reason by either party and at the sole discretion of that party by giving written notice of such termination to the other party. The Contract shall terminate ninety (90) days after such notice has been received. MMS shall refund a portion of the fees on a pro-rata basis calculated from the termination date.

- D. Should MMS fail to provide the contracted services to the City for a period of 60 days (excluding any scheduled period of inactivity), this Contract will be considered in default and may be terminated immediately by the City.
- E. MMS shall not, and shall have no power or authority to, assign, transfer, pledge, sublet or otherwise convey (together, "Assignment") any or all of its right, duties, or obligations under this Contract without the prior written consent of the City.

In the event of

- (i) any such Assignment in violation of such prohibition, or
- (ii) the institution against MMS of bankruptcy, insolvency, reorganization, arrangement, debt adjustment, liquidation or receivership proceedings in which it is alleged that MMS is insolvent to unable to meet its debts as they mature, or
- (iii) the filing of a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof by MMS or any guarantor of MMS' obligations, or adjudication as a bankrupt or insolvent in proceedings filed against MMS or such guarantor, or
- (iv) the appointment of a receiver or trustee for all or substantially all of the assets of MMS or any guarantor of MMS' obligations,

The same shall be an event of default under this Contract and the City shall the right to terminate this Contract immediately.

- F. Should payment by the City to MMS fall behind 60 days from date due, this Contract will be considered in default and may be terminated immediately by MMS.
- G. Except as otherwise provided herein, whenever this Contract requires or permits any consent, approval, notice, request, or demand from one party to the other, the consent, approval, notice, request or demand must be in writing to be effective and shall be deemed to have been given when personally delivered to the party to be notified or on the second business day after it is enclosed in an envelope, addressed to the party to be notified at the address set forth below (or at such address as may have been designated by written notice), properly stamped, sealed, and deposited in the United States mail, certified mail, return receipt requested. The address of each party for purposes hereof is as follows:

MMS: Metrocrest Medical Services, Inc.
Attn.: Director of Operations
1925 E. Beltline Rd. #319
Carrollton, Texas 75006

City: Town of Addison
Attn.: Chief Chris Kellen
PO Box 9010
Addison, TX 75001-9010

In the event of any action under this Contract, venue for all cases of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the interpretation, validity and enforcement of this Contract.

If any clause, paragraph, section of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said clause, section, paragraph or portion had not been in the Contract initially.

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Contract on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are not in full force and effect.

EXECUTED this the _____ day of _____, 2007.

Town of Addison:

Signature

Printed name and Title

Metrocrest Medical Services, Inc.

Chris Cothes
Medical Control Manager

ATTACHMENT A

The following reports shall be submitted to MMS:

- A. A monthly activity report in written format, (format provided by MMS), with the following information:
 - 1. Number, type of calls and disposition.
 - 2. Number of BLS and ALS incidents.
 - 3. Other information determined necessary by the City or MMS.

- B. A copy of each Incident Report shall be forwarded to MMS for review. To be included must be all incident reports where there is no patient transported or found to exist. This form must include type, date, time and personnel responding to incident.

- C. A copy of each person's current ACLS completion card or training roster and EMS certification for every EMS personnel working in the MMS Medical Control System for the city of Addison's Fire Department.

- D. Monthly Controlled Substance Safe logs, Controlled Substance Use forms, apparatus narcotic accountability logs for each vehicle carrying morphine sulfate, midazolam/or valium, and DEA 222 forms. MMS must receive original, not copy of form.

- E. A current personnel roster, including the following information:
 - 1. Personnel names
 - 2. TDH certification level and expiration date of certification
 - 3. Station or post assignment
 - 4. Shift assignment

The City will also provide MMS with a revised Personnel Data Form whenever changes are made to field/dispatch staff.

- F. Information on all EMS personnel, to include:
 - 1. Name
 - 2. Addison Fire Department identification number
 - 3. Date of birth
 - 4. Correct address
 - 5. Correct phone number

ATTACHMENT B

- A. The City agrees that all vehicles used to transport the sick and injured will at all times while being used to provide out of hospital patient care, meet current Texas Department of Health standards including equipment and staffing, as well as the equipment and supplies listed in the MMS protocols carried on that particular vehicle.
- B. The City shall allow and make available at any time, vehicles or equipment for review and inspection by MMS, including non-transport vehicles.
- C. The City shall allow observation of performance, evaluation and participation during runs, or other on-site visits as deemed necessary by MMS staff and/or by the Medical Director.
- D. The City will notify MMS in writing when, and the results of, TDH vehicle inspections.

ATTACHMENT C

**Texas State Board of Medical Examiners
EMS
Chapter 197**

Emergency Medical Service
197.1-197.6

The following rules are promulgated under the authority of Article 4495b, V.A.C.S.

197.1. Purpose. The purpose of this chapter is to facilitate the most appropriate utilization of the skills of physicians who delegate health care tasks to qualified emergency medical service (EMS) technicians. Such delegation shall be consistent with the patient's health and welfare and shall be undertaken pursuant to supervisory guidelines which take into account the skill, training, and experience of both physicians and EMS technicians. This chapter addresses the qualifications, responsibilities, and authority of physicians who provide medical directions and/or supervision of prehospital care by EMS personnel; the qualifications, authority, and responsibilities of physicians who serve as medical directors (off-line); the relationship of EMS providers to the off-line medical director; components of on-line medical direction (direct medical control), including the qualifications and responsibilities of physicians who provide on-line medical direction and the relationship of prehospital providers to those physicians; and, the responsibility of EMS personnel to private and intervener physicians. This chapter is not intended and shall not be construed to restrict a physician from delegating administrative and technical or clinical tasks not involving the exercise of independent medical judgment to those specially trained individuals instructed and directed by a licensed physician who accepts responsibility for the acts of such allied health personnel. Likewise, nothing in this chapter shall be construed to prohibit a physician from instructing a technician, assistant, or other employee, who is not among the classes of EMS technicians, as defined in section 197.2 of this title (relating to Definitions), to perform delegated tasks so long as the physician retains supervision and control of the technician, assistant, or employee. Nothing in this chapter shall be construed to relieve the supervising physician of the professional or legal responsibility for the care and treatment of his or her patients. A physician who, after agreeing to supervise EMS personnel, fails to do so adequately and properly, may be subject to disciplinary action pursuant to the Medical Practice Act. Implementation of this chapter will enhance the ability of EMS systems to assure adequate medical direction of all advanced prehospital providers and many basic level providers, as well as compliance by personnel and facilities with minimum criteria to implement medical direction of prehospital services. A medical director shall not be held responsible for noncompliance with this chapter if the EMS administration fails to provide the necessary administrative support to permit compliance with the provisions of chapter.

197.2. Definitions. The following words and terms, when used in this chapter, shall have the following meanings, unless the context clearly indicates otherwise.

Advanced life support -Emergency prehospital care that involves invasive medical procedures. The provision of advanced life support shall be under the medical directions and/or supervision and control of a licensed physician.

Basic life support -Emergency prehospital care that involves noninvasive medical procedures. The provision of basic life support may be under the medical direction and/or supervision and control of a licensed physician.

Board - The Texas State Board of Medical Examiners.

Delegated practice - Permission given by a physician either in person or by treatment protocols or standing orders to a specific EMT-I or EMT-P to perform invasive procedures.

Direct medical control - Provision by a physician designated by the EMS system of immediate medical direction to prehospital providers in out of hospital locations either at the scene or via radio or telephonic communication. This relationship may also be referred to as on-line medical direction.

Emergency medical services personnel -

(A) Emergency care attendant (ECA) - An individual certified by the Texas Department of Health as able to provide emergency prehospital care in the form of initial aid that promotes comfort and avoids aggravation of an injury or illness;

(B) Emergency medical technician (EMT) - An individual certified by the Texas Department of Health as able to provide emergency prehospital care that is necessary for basic life support;

(C) Emergency medical technician-intermediate (EMT-I) - An individual certified by the Texas Department of Health as able to provide emergency prehospital care by initiating certain procedures, including intravenous therapy and endotracheal or esophageal intubation, under medical supervision; and

(D) Emergency medical technician-paramedic (EMT-P) - An individual certified by the Texas Department of Health as able to provide emergency prehospital care under medical supervision in the form of advanced life support, which may include initiation of intravenous therapy, endotracheal or esophageal intubation or both, electrical cardiac defibrillation or cardioversion, drug therapy, and other procedures.

Emergency medical services system (EMSS) - All components needed to provide comprehensive prehospital and hospital emergency care including, but not limited to, a medical director, transport vehicles, trained personnel, access and dispatch, communications, and receiving medical facilities.

Intervenor physician - A physician licensed by the board, who, without having established a prior physician/patient relationship with the emergency patient, accepts responsibility for the prehospital care, and can provide proof of a current medical license.

Medical Director - A physician responsible for all aspects of the operation of an EMS system concerning provision of medical care. This relationship may also be referred to as off-line medical direction.

Prehospital providers - All personnel providing emergency medical care in a location remote from facilities that are capable of providing definitive medical care.

Protocols - Guidelines for EMS practice that are used in a variety of situations within the EMS system.

Standing delegation orders - Strictly defined written orders for actions, techniques, or drug administration that may be implemented when communication has not been or cannot be established with the physician providing on-line medical direction.

197.3. Off-Line Medical Director.

- (a) An off-line medical director shall be:
 - (1) a physician licensed to practice in Texas;
 - (2) familiar with the design and operation of EMS systems;
 - (3) experienced in prehospital emergency care of acutely ill or injured patients;
 - (4) actively involved in:
 - (A) the emergency management of acutely ill and/or injured patients;
 - (B) the training and/or continuing education of EMS personnel, under his or her direct supervision, at their respective levels of certification;
 - (C) the medical audit, review, and critique of the performance of EMS personnel at all levels of certification;
 - (D) the administrative and legislative environments affecting regional and/or state prehospital EMS organization;
 - (5) knowledgeable about local multi-casualty plans;
 - (6) familiar with dispatch and communications operations of prehospital emergency units; and
 - (7) knowledgeable about laws and regulations affecting local, regional, and state EMS operation.
- (b) The medical director shall:
 - (1) approve the level of prehospital care which may be rendered locally by each of the EMS personnel employed by and/or volunteering with the EMS under the medical director's supervision, regardless of the level of state certification, before the certificant is permitted to provide such care to the public;
 - (2) establish and monitor compliance with field performance guidelines for EMS personnel;
 - (3) establish and monitor compliance with training guidelines which meet or exceed the minimum standards set forth in Texas Department of Health EMS certification regulations;
 - (4) develop, implement, and revise protocols and/or standing delegation orders, if appropriate, governing prehospital care and medical aspects of patient triage, transport, transfer, dispatch, extrication, rescue, and radio-telephone-telemetry communication by the EMS;
 - (5) direct an effective system audit and quality assurance program;
 - (6) make formal recommendations on medically related aspects of operation of the

- EMS including the inspection, evaluation, and approval of the system's performance specification;
- (7) function as the primary liaison between the EMS administration and the local medical community, ascertaining and being responsive to the needs of each;
 - (8) develop a letter of agreement between the medical director(s) and the EMS administration outlining the specific responsibilities and authority of each. The agreement should describe the process or procedure by which a medical director may withdraw responsibility for EMS personnel for noncompliance with the Emergency Medical Service Act, Health and Safety Code, Chapter 773, the rules adopted in this chapter, and/or accepted medical standards;
 - (9) take or recommend appropriate remedial or corrective measures for EMS personnel, in conjunction with local EMS administration, which may include but are not limited to counseling, retraining, testing, probation, and/or field preceptorship;
 - (10) suspend a certified EMS individual from medical care duties for due cause pending review and evaluation;
 - (11) establish the circumstances under which a patient might not be transported;
 - (12) establish the circumstances under which a patient may be transported against his or her will in accordance with state law, including approval of appropriate procedures, forms, and a review process;
 - (13) establish criteria for selection of a patient's destination; and
 - (14) develop and implement a comprehensive mechanism for management of patient care incidents, including patient complaints, allegations of substandard care, and deviations from established protocols and patient care standards.

197.4. On-Line Medical Direction.

- (a) All prehospital providers above the certification level of EMT shall be assigned to a specific on-line communication resource by a predetermined policy.
- (b) Specific local protocols shall define the circumstances under which on-line medical direction is required.
- (c) A physician providing or delegating on-line medical direction shall be appropriately trained in the use of prehospital protocols, and shall be familiar with the capabilities of the prehospital providers, as well as local EMS operational policies and regional critical care referral protocols.
- (d) A physician providing or delegating on-line medical direction shall have demonstrated personal expertise in the prehospital care of critically ill and injured patients.
- (e) A physician providing or delegating on-line medical direction for particular patients assumes responsibility for the appropriateness of prehospital care provided under his or her direction by EMS personnel.

197.5. Authority for Control of Medical Services at the Scene of a Medical Emergency.

- (a) Control at the scene of a medical emergency scene shall be the responsibility of the individual in attendance who is most appropriately trained and knowledgeable in providing prehospital emergency stabilization and transport.
- (b) When an advanced life support (ALS) team, under medical direction, is requested and dispatched to the scene of an emergency, a physician/patient relationship is thereby established between the patient and the physician designated by the EMS system providing medical direction (either off-line or on-line).
- (c) The prehospital provider on the scene is responsible for the management of the patient and acts as the agent of the physician providing medical direction.
- (d) If the patient's private physician is present and assumes responsibility for the patient's care, the prehospital provider should defer to the orders of said physician unless those orders conflict with established protocols. The patient's private physician shall document his or her orders in a manner acceptable to the EMS system.
- (e) The physician providing on-line medical direction shall be notified of the participation of the patient's private physician.
- (f) If the medical orders of the patient's private physician conflict with the system protocols, the private physician shall be placed in communication with the physician providing on-line medical direction. If the private physician and the on-line medical director cannot agree on treatment, the private physician must either continue to provide direct care to the patient to the hospital or must defer all remaining care to the on-line medical director.
- (g) The system's medical director or on-line medical control shall assume responsibility for directing the activities of prehospital providers at any time the patient's private physician is not in attendance.
- (h) If an intervenor physician is present at the scene and has been satisfactorily identified as a licensed physician and has expressed his or her willingness to assume responsibility for care of the patient, the on-line physician should be contacted. The on-line physician is ultimately responsible for the care of the patient unless and/or until the intervenor physician appropriately assumes the responsibility for the patient.
- (i) The on-line physician has the option of managing the case exclusively, working with the intervenor physician, or allowing the intervenor physician to assume complete responsibility for the patient.
- (j) If there is any disagreement between the intervenor physician and the on-line physician, the prehospital provider shall be responsible to the on-line physician and shall place the

intervenor physician in contact with the on-line physician.

(k) If the intervenor physician is authorized to assume responsibility, all orders to the prehospital provider by the intervenor physician shall also be repeated to medical control for record keeping purposes.

(l) The intervenor physician must document his or her intervention in a manner acceptable to the local EMS.

(m) The decision of the intervenor physician not to accompany the patient to the hospital shall be made with the approval of the on-line physician.

(n) Nothing in this section implies that the prehospital provider can be required to deviate from system protocols.

197.6. Authority to Conduct Research and/or Educational Studies.

(a) The medical director has the authority to design research projects and educational studies. Such studies should be approved by:

(1) EMS administrative officials/ and

(2) an independent review panel if the project/study may have a differential impact on patient care.

(b) The results of the study should be made available through publications to the EMS community.

Effective January 2, 1991

Council Agenda Item: #R11

SUMMARY:

This item is for the approval of a Professional Services Agreement with HNTB Corporation in the amount not to exceed \$64,989.00 for engineering design of the Sierra Taxiway/Apron Pavement Replacement at the Addison Airport.

FINANCIAL IMPACT:

Budgeted Amount: \$960,000.00 (Budgeted amount for all 2007 Pavement Projects).

Cost: \$64,989.00

Funds are available in the Airport Fund.

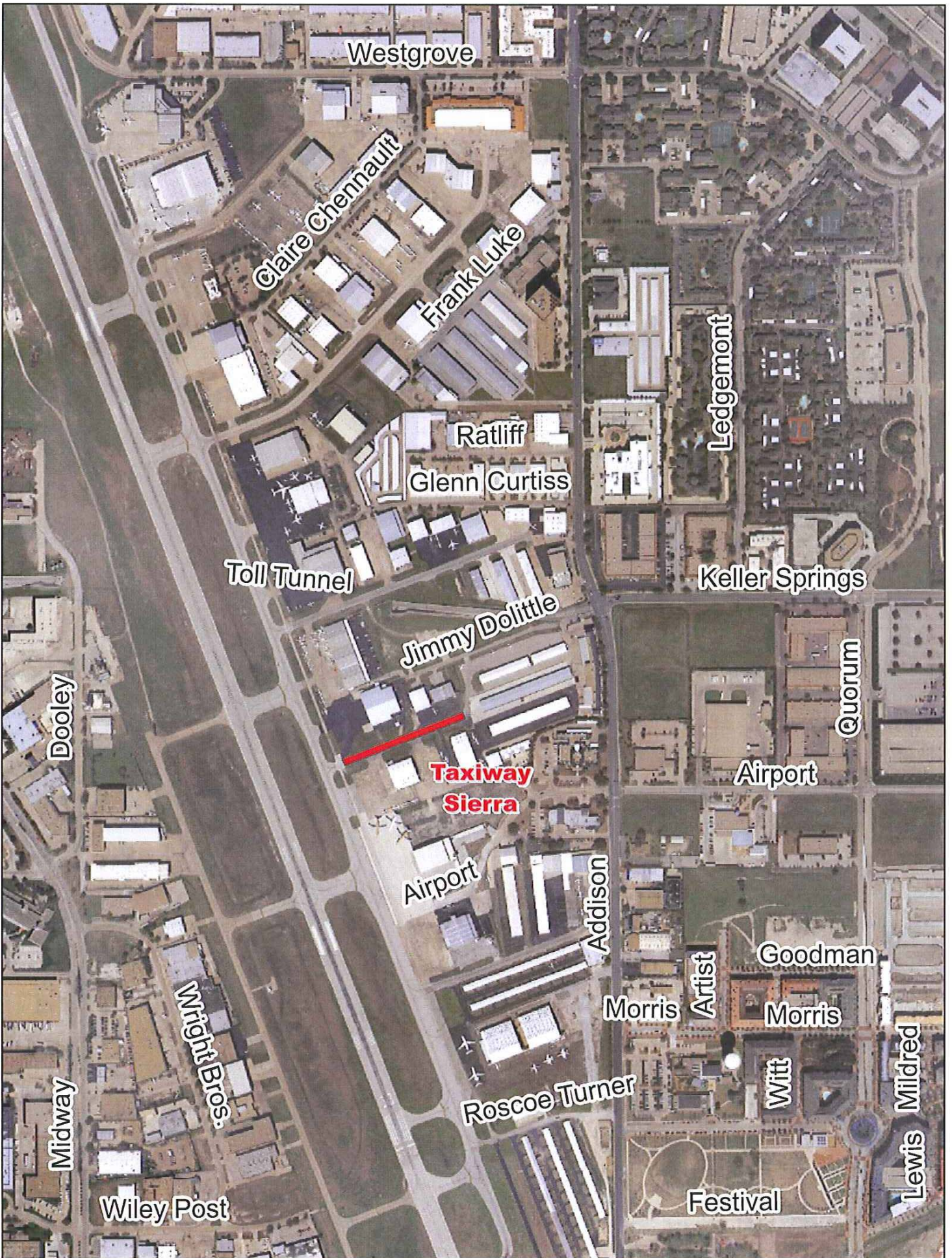
BACKGROUND:

The current pavement management plan for the airport shows Taxiway Sierra as one in need of repairs and was originally scheduled for an asphalt overlay. However, upon further inspection, staff has determined that the taxiway is failing structurally and that complete reconstruction is necessary. While Taxiway Sierra is currently asphalt, it will be reconstructed into concrete. The project will include approximately 8,475 SY of concrete and drainage improvements to the area.

The taxiway serves approximately 45 patio and T-hangar tenants as well as three aviation maintenance businesses. The project will be phased in a manor to maintain access to all tenants and businesses.

RECOMMENDATION:

Staff recommends approval of a Professional Services Agreement with HNTB Corporation in the amount not to exceed \$64,989.00 for engineering design of the Sierra Taxiway/Apron Pavement Replacement at the Addison Airport.



Council Agenda Item: #ES1

There are no attachments for this item.

Council Agenda Item: #ES2

There are no attachments for this item.

Council Agenda Item: #ES3

There are no attachments for this item.

Council Agenda Item: #R12

There are no attachments for this item.

Council Agenda Item: #R13

There are no attachments for this item.

Council Agenda Item: #R14

There are no attachments for this item.