



# Town of Sunnyvale

**Town Council**

**October 24, 2016**

**Town Council  
Special Meeting  
6:00 P.M.**

**Town Council  
Regular Meeting  
7:00 P.M.**



**TOWN OF SUNNYVALE  
SUNNYVALE TOWN COUNCIL  
SPECIAL MEETING  
CONFERENCE ROOM - 127 N. COLLINS RD  
MONDAY, OCTOBER 24, 2016  
6:00 P.M.**

**CALL MEETING TO ORDER**

Mayor calls the Special Meeting to order, state the date and time. State Councilmember's present and declare a quorum present.

**1. STAFF PRESENTATION ON PROPOSED PUBLIC ART POLICY.**

**ADJOURN**

ALL LOCATIONS IDENTIFIED ARE IN THE TOWN OF SUNNYVALE UNLESS OTHERWISE INDICATED. FOR A DETAILED PROPERTY DESCRIPTION, PLEASE CONTACT THE BUILDING OFFICIAL AT TOWN HALL. ALL ITEMS ON THE AGENDA ARE FOR POSSIBLE DISCUSSION AND ACTION. PLEASE TURN OFF ALL TELEPHONES AND HANDHELD COMMUNICATION DEVICES WHILE IN ATTENDANCE AT THIS MEETING.

THE SUNNYVALE TOWN COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY OF THE MATTERS LISTED ABOVE, AS AUTHORIZED BY TEXAS GOVERNMENT CODE SECTION 551.071 (CONSULTATION WITH ATTORNEY), 551.072 (DELIBERATION ABOUT REAL PROPERTY), 551.073 (DELIBERATIONS ABOUT GIFTS AND DONATIONS), 551.074 (PERSONNEL MATTERS), 551.076 (DELIBERATIONS ABOUT SECURITY DEVICES), AND 551.087 (ECONOMIC DEVELOPMENT).

THE TOWN OF SUNNYVALE IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA). REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED TO THOSE WHO PROVIDE NOTICE TO THE DIRECTOR OF COMMUNITY SERVICES AT 972-226-7177 AT LEAST 48 HOURS PRIOR TO THE MEETING.

**I HEREBY CERTIFY THAT THE FOREGOING NOTICE WAS POSTED ON OCTOBER 21, 2016, IN THE FOLLOWING LOCATION AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING:**

**TOWN HALL AT 127 N. COLLINS ROAD**

\_\_\_\_\_  
**LESLIE BLACK, TOWN SECRETARY**



## **Why Sunnyvale Needs Public Art**

# Research:

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## Professionals

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- James Mack (Mesquite, TX)
- Kay Kallos (Dallas, TX)
- Gary Packan (Arlington, TX)
- Deborah McNulty (Houston, TX)
- Debbie Johnson (Bastrop, TX)
- Eric Lashley (Georgetown, TX)
- Beverly Abel (Tyler, TX)
- Jim Bob McMillan (Texas Commission on the Arts)
- Katherine Sack (TX Downtown Association)
- Chelsea Cornelius's assistant Nicki (Denver, CO)
- Charles "Chuck" Wike (Glendale, CA)
- Dana Gray (St. Louis, MO)

I have contacted the individuals listed above about information pertaining to the construction of Sunnyvale's Public Art Policy. Under their guidance, I have pulled inspiration from their cities' ordinances and have compiled a proposal for a Public Art Policy that utilizes their best ideas.

## Cites

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Allen, TX  
 Arlington, TX  
 Bastrop, TX  
 Dallas, TX  
 Denton, TX  
 Fairview, TX  
 Frisco, TX  
 Georgetown, TX  
 Houston, TX  
 Lewisville, TX  
 Mesquite, TX  
 McKinney, TX  
 Round Rock, TX  
 Tyler, TX  
 Guthrie, OK

Glendale, CA  
 Long Beach, CA  
 St. Louis Obispo, CA  
 South Pasadena, CA  
 Colorado Springs, CO  
 Denver, CO  
 Fort Collins, CO  
 Arlington, MA  
 Springfield, MA  
 St. Louis, MO  
 Missoula, MT  
 Arlington, VA  
 Oro Valley, AZ  
 Kansas City, KS  
 Leawood, KS

Listed above are all of the Public Art Policies that I researched. I felt that looking into other states, besides Texas, would broaden my perspective of how this policy would be implemented.



# Importance of Public Art:

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## National Level

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Art is essential to provide meaning to our lives. In a study conducted, 73% of the United States population believed art to be a positive experience in a mundane and troublesome world. Seven out of ten Americans, 68% of the population, seek out art in its many forms to enrich their lives. It is becoming increasingly popular to encounter art in non-art venues such as parks. However, approximately 77% of Americans observe art in nontraditional locations. Since more Americans have access to art in non-formal settings, many cities and towns across the country have adopted Public Art Policies. Incorporating art has been proven to increase tourism, aid in economic development, and enhance the quality of life for citizens.

### References:

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Americans for the Arts, “What American Believe About the Arts”, <[http://www.americansforthearts.org/sites/default/files/images/2016/research/public\\_op\\_poll/POP\\_fullinfo\\_July13.pdf](http://www.americansforthearts.org/sites/default/files/images/2016/research/public_op_poll/POP_fullinfo_July13.pdf)>. 2016.

## Sociological Level

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Sociologists James Q. Wilson and George Kelling have a theory called the “Broken Windows Theory”. This theory suggests that a decline of a given area can directly be attributed to the lack of aesthetic improvements. Since so many of Sunnyvale’s neighboring cities, such as Dallas and Mesquite, have implemented Public Art Policies, in comparison Sunnyvale appears to be less progressive. Aesthetic improvements, in the form of art, will show citizens that Sunnyvale is placing money back into the Town for improvements as well as increasing economically like our sister cities. This would instill confidence in homeowners to then reinvest in their properties, which in turn keeps the appearance of the Town and will procure new residents.

## Local Level

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An increase in tourism and economic development are accomplished through permitting a Public Art Policy. Public Art will provide a platform to showcase local talent as well as promote the humanities. This policy will allow citizen to experience culture, enrich their daily lives, and work as an educational construct. Sunnyvale will also adopt a new identity through the implementation of Public Art.



## Public Art:

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### What is it?

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Public art encompasses a broad definition of art mediums that are visual representations intended to benefit the community. Art in the form of sculptures, murals, mosaics, and temporary or permanent installations add a modernistic ambiance to the natural landscape. The art can be realistic or abstract while portraying themes encountered in their natural settings. Art can also be temporary changing annual or bi-annually.

Priority locations are the neighborhood and community parks, local businesses, roadways, and green spaces. Suitable locations will be chosen based on accessibility both visually and/or physically by the public. The artworks chosen will provide exciting and attractive components to public spaces that can be enjoyed by residents and visitors.

## Power Box Murals:

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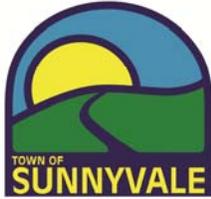
### What is it?

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Another popular trend besides Public Art is turning power and utility boxes into works of art. Cities and towns call this form of art either Power Box Murals or Utility Box Murals. The art is either painted or applied as a vinyl wrap. This form of art is temporary, lasting between 2-5 years depending on the type of application process.

When Power Box Murals are implemented, it is presented as a separate entity then a Public Art Policy. They are treated differentially and are two separate policies. There are different budgets associated with them as well even though both are considered art.





**TOWN OF SUNNYVALE  
SUNNYVALE TOWN COUNCIL  
REGULAR MEETING  
MONDAY, OCTOBER 24, 2016  
TOWN HALL - 127 N. COLLINS RD.  
7:00 P.M.**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**CALL MEETING TO ORDER**

Mayor calls the Meeting to order, state the date and time. State Councilmembers present and declare a quorum present.

**PUBLIC FORUM**

Citizens may speak on any matter other than personnel matters or matters under litigation. No Town Council actions or discussion will be taken until such matter is placed on the agenda and posted in accordance with law.

**CONSENT AGENDA ITEMS 1 THROUGH 5:**

1. **MINUTES OF TOWN COUNCIL SPECIAL MEETING – OCTOBER 10, 2016.**
2. **MINUTES OF TOWN COUNCIL REGULAR MEETING – OCTOBER 10, 2016.**
3. **MONTHLY REPORTS – SEPTEMBER 2016**
4. **DISCUSS AND CONSIDER RESOLUTION 16-18: A RESOLUTION OF THE TOWN OF SUNNYVALE, APPROVING THE ENTERING INTO OF A SERVICE CONTRACT WITH DALLAS COUNTY, ON BEHALF OF THE DALLAS COUNTY SHERIFF FOR POLICE PATROL SERVICES.**
5. **DISCUSS AND CONSIDER RESOLUTION 16-19: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE APPROVING THE ENTERING INTO OF AN INTERLOCAL AGREEMENT WITH DALLAS COUNTY HOSPITAL DISTRICT DOING BUSINESS AS PARKLAND HEALTH & HOSPITAL SYSTEM FOR THE PURPOSE OF BIOMEDICAL ON-LINE SUPERVISION VIA BIOTEL.**

**PUBLIC HEARING**

Open or continue public hearing, consider testimony and other information provided, close public hearing, and take necessary action with respect to the following:

**DEVELOPMENT SERVICES**

6. **APPLICANT: DAVID SURDUKAN – SURDUKAN SURVEYING  
AT OR ABOUT: 222 COLLINS ROAD – SOUTH OF NANCE ROAD  
AND EAST OF COLLINS ROAD  
REQUEST: MINOR PLAT – SUNNYVALE AG BARN (S.I.S.D.)**

**DISCUSSION/ACTION ITEMS:**

**TOWN SECRETARY**

7. **DISCUSS AND CONSIDER APPOINTMENTS TO THE TOWN'S BOARD OF ADJUSTMENTS AND PLANNING AND ZONING COMMISSION.**

**TOWN MANAGER**

8. **DISCUSS AND CONSIDER AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT FOR ENGINEERING SERVICES FOR THE TOWN OF SUNNYVALE.**

**MAYOR & COUNCIL**

9. **MAYOR AND COUNCIL REQUESTS FOR FUTURE STAFF UPDATES AND AGENDA ITEMS.**

**EXECUTIVE SESSION**

Recess into executive session pursuant to Chapter 551, Subchapter D of the Texas Government Code:

**EXECUTIVE SESSION AGENDA:**

**A. SECTION 551.072 REAL PROPERTY**

To deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

**REAL ESTATE AT OR ABOUT THE NORTHEAST CORNER OF TRIPP AND JOBSON**

**END OF EXECUTIVE SESSION**

Reconvene into open session and take any action necessary as a result of the Executive Session.

10. **CONSIDER ANY OFFICIAL ACTION ON THE EXECUTIVE SESSION CLOSED MEETING ITEMS:**

**A. SECTION 551.072 REAL PROPERTY**

To deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

**REAL ESTATE AT OR ABOUT THE NORTHEAST CORNER OF TRIPP AND JOBSON**

## **ADJOURN**

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**I HEREBY CERTIFY THAT THE FOREGOING NOTICE WAS POSTED ON OCTOBER 21, 2016, IN THE FOLLOWING LOCATION AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING:**

**TOWN HALL AT 127 N. COLLINS ROAD**

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**LESLIE BLACK, TOWN SECRETARY**

STCM  
10/10/2016



**TOWN OF SUNNYVALE  
SUNNYVALE TOWN COUNCIL  
SPECIAL MEETING  
CONFERENCE ROOM - 127 N. COLLINS RD  
MONDAY, OCTOBER 10, 2016  
6:00 P.M.**

**MAYOR  
MAYOR PRO-TEM, & PLACE 2  
COUNCILMEMBER, PLACE 1  
COUNCILMEMBER, PLACE 3  
COUNCILMEMBER, PLACE 4  
COUNCILMEMBER, PLACE 5  
COUNCILMEMBER, PLACE 6**

**JIM PHAUP  
SAJI GEORGE  
KARA RANTA  
MARK EGAN  
JIM WADE  
KAREN HILL  
CHRIS MCNEILL ARRIVED 6:18 PM**

**CALL MEETING TO ORDER**

Mayor Phaup called the meeting to order at 6:04 p.m. Councilmember McNeill arrived at 6:18 p.m.

**1. DISCUSS PROPOSED SENIOR LIVING DEVELOPMENT BY CHURCHILL  
RESIDENTIAL LOCATED AT OR ABOUT 3630 N. BELTLINE ROAD.**

Dale Graves, broker for the property, provided an overview of the proposed project. The Town Council reviewed the proposal and expressed concerns about neighborhoods, density, and the history of similar projects.

**ADJOURN**

Mayor Phaup adjourned the meeting at 6.32 p.m.

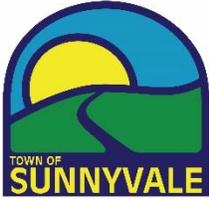
The undersigned presiding officer certifies that this is a true and correct record of the proceedings.

\_\_\_\_\_  
Mayor Jim Phaup

ATTEST:

\_\_\_\_\_  
Leslie Black, Town Secretary

TCS  
07/25/2016



**TOWN OF SUNNYVALE  
SUNNYVALE TOWN COUNCIL  
REGULAR MEETING  
MONDAY, OCTOBER 10, 2016  
TOWN HALL - 127 N. COLLINS RD.  
7:00 P.M.**

<b>MAYOR</b>	<b>JIM PHAUP</b>
<b>MAYOR PRO-TEM, &amp; PLACE 2</b>	<b>SAJI GEORGE</b>
<b>COUNCILMEMBER, PLACE 1</b>	<b>KARA RANTA</b>
<b>COUNCILMEMBER, PLACE 3</b>	<b>MARK EGAN</b>
<b>COUNCILMEMBER, PLACE 4</b>	<b>JIM WADE</b>
<b>COUNCILMEMBER, PLACE 5</b>	<b>KAREN HILL</b>
<b>COUNCILMEMBER, PLACE 6</b>	<b>CHRIS MCNEILL</b>

**INVOCATION**

Councilmember Hill led the invocation.

**PLEDGE OF ALLEGIANCE**

Mayor Jim Phaup led the Pledge of Allegiance.

**CALL MEETING TO ORDER**

Mayor Phaup called the meeting to order at 7:04 p.m. All Councilmembers were present.

**PUBLIC FORUM**

Citizen may speak on any matter other than personnel matters or matters under litigation. No Town Council action or discussion will be taken until such matter is placed on the agenda and posted in accordance with law.

None

**CONSENT AGENDA ITEMS 1 THROUGH 2:**

All items on the consent agenda are routine items and may be approved with one motion; should any member of the Town Council or any individual wish to discuss any item, said item may be removed from the consent agenda by motion of the Town Council.

- 1. MINUTES OF TOWN COUNCIL SPECIAL JOINT MEETING WITH SUNNYVALE ISD – SEPTEMBER 1, 2015.**
- 2. MINUTES OF TOWN COUNCIL SPECIAL MEETING – SEPTEMBER 26, 2016**
- 3. MINUTES OF TOWN COUNCIL REGULAR MEETING – SEPTEMBER 26, 2016**
- 4. DISCUSS AND CONSIDER RESOLUTION 16-17: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS, DESIGNATING THE MESQUITE NEWS AS THE OFFICIAL NEWSPAPER FOR THE TOWN FOR**

**PUBLICATION OF LEGAL ADVERTISEMENTS AND NOTICES; AND DECLARING AN EFFECTIVE DATE.**

**5. DISCUSS AND CONSIDER FIRST READING OF ORDINANCE 16-14: AN ORDINANCE OF THE TOWN OF SUNNYVALE, TEXAS, REVIEWING THE TOWN'S INVESTMENT POLICY IN ACCORDANCE WITH THE TEXAS PUBLIC FUNDS INVESTMENT ACT.**

Councilmember Egan made a motion, seconded by Councilmember Hill to remove item 3, Minutes of Town Council Regular Meeting – September 26, 2016 from the Consent Agenda, approve items 1,2,4, and 5 as presented, with all members voting affirmative, the items passed 7/0.

Councilmember Egan stated on page 40 of the packet, Doug Williams is a Sunnyvale resident but in this regard he should be identified as the Sunnyvale Independent School District Superintendent. Councilmember Egan also requested to change a sentence on the same page to read, "Councilmember Egan asked if 90 to 120 days after defining the right of way of Nance Road or Hounsel Drive would be adequate time to provide a permanent driveway and remove the temporary service. Applicant Doug Williams agreed to that statement."

Councilmember Ranta stated on page 39, it should read, "Councilmember Ranta is concerned about long term durability and maintenance, however she feels this could be an enhancement to the community as it is proposed."

Mayor Phaup stated Doug Williams should be identified as, "Doug Williams, 356 Marble Creek, Sunnyvale, Texas, and Superintendent of Sunnyvale Independent School District (SISD)."

Councilmember Egan made a motion, seconded by Councilmember Ranta to approve item 3, Minutes of Town Council Regular Meeting – September 26, 2016 as amended, and with all members voting affirmative, the item passed 7/0.

**DISCUSSION/ACTION ITEMS:**

**TOWN SECRETARY**

**6. DISCUSS AND CONSIDER APPOINTMENTS TO THE TOWN'S BOARD OF ADJUSTMENTS.**

Town Secretary Leslie Black stated on September 12, 2016, Town Council made appointments to the Boards and Commissions and left one vacancy each on the Board of Adjustments and the Planning & Zoning Commission. Resident Jack Kirkland has expressed an interest in serving on Board of Adjustments as a full member. Lauren Becker also provided the attached application expressing her interest in serving on the Board of Adjustments, and stated she would also be willing to serve on the Planning and Zoning Commission.

Several motions were made, amended, and withdrawn.

RTCM  
10/10/2016

Motion was made by Councilmember McNeill, seconded by Mayor Pro-Tem George to appoint Jean Holt with term expiration in two years, Dee Blackwood with term expiration in one year, and Jack Kirkland with term expiration in two years as regular members of the Board of Adjustments (BOA), Nick Sloan as an alternate member of the Board of Adjustments (BOA), and with all members voting affirmative, the item passed 7/0.

## **MAYOR & COUNCIL**

### **7. MAYOR AND COUNCIL REQUESTS FOR FUTURE STAFF UPDATES AND AGENDA ITEMS.**

Councilmember Ranta requested an agenda item to discuss a solution for traffic at the intersection of Stoney Creek Blvd. and Collins Rd. She also stated that she is starting to notice trash along the U.S. Hwy 80 corridor and wanted to see if there were any actions that can be taken to resolve the issue.

### **EXECUTIVE SESSION**

Recess into executive session pursuant to Chapter 551, Subchapter D of the Texas Government Code:

#### **EXECUTIVE SESSION AGENDA:**

##### **A. SECTION 551.074. PERSONNEL MATTERS**

To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:

##### **TOWN MANAGER**

##### **B. SECTION 551.072 REAL PROPERTY**

To deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

##### **REAL ESTATE AT OR ABOUT THE NORTHEAST CORNER OF TRIPP AND JOBSON**

Motion was made by Councilmember Hill, seconded by Councilmember Egan to adjourn into Executive Session at 7:20 p.m., and with all members voting affirmative, the item passed 7/0.

### **END OF EXECUTIVE SESSION**

Reconvene into open session and take any action necessary as a result of the Executive Session.

### **8. CONSIDER ANY OFFICIAL ACTION ON THE EXECUTIVE SESSION CLOSED MEETING ITEMS:**

##### **A. SECTION 551.074. PERSONNEL MATTERS**

RTCM  
10/10/2016

To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:

**TOWN MANAGER**

**B. SECTION 551.072 REAL PROPERTY**

To deliberated the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

**REAL ESTATE AT OR ABOUT THE NORTHEAST CORNER OF TRIPP AND  
JOBSON**

Mayor Phaup reconvened into open session at 9:35 p.m. and stated there was no action to be taken.

**ADJOURN**

Mayor Phaup adjourned the meeting at 9:35 p.m.

The undersigned presiding officer certifies that this is a true and correct record of the proceedings.

\_\_\_\_\_  
Mayor Jim Phaup

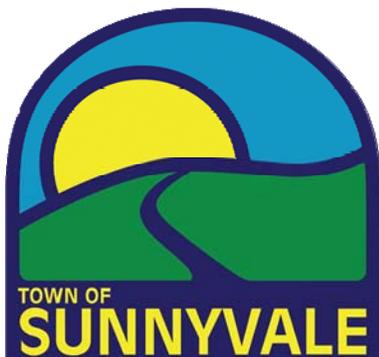
ATTEST:

\_\_\_\_\_  
Leslie Black, Town Secretary



# Department Monthly Report

## Measuring Performance, Targeting Results



Town of Sunnyvale

127 N. COLLINS ROAD  
SUNNYVALE, TEXAS 75182

Inside This Issue



The Town staff is pleased to present the September 2016 Monthly Reports. Monthly Reports are intended to provide metric-based performance data on our municipal services and

programs for use by the Mayor, Town Council and our citizens. The information contained within each report will be utilized to highlight efficiencies and identify potential inefficiencies for the purpose of improving services, aiding in responsible budgeting and enhancing transparency in our local government. The data is compiled internally by each department on a monthly basis and then organized for presentation. The report will contain previous month's information for all departments.

The Town staff and I will continue to work diligently to improve on the metrics contained and the user friendliness of each report to achieve the goals established by Council.

I am pleased to present to you the September 2016 Monthly Report. Please feel free to contact me with any questions, comments and/or suggestions regarding this report.

Regards,

Sean Fox  
Town Manager





## Town Secretary Leslie Malone

	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.
Public Info Req.	10	4	6	12	8	7	9	7	14	9	11	8
Agenda Items	24	11	16	17	15	29	17	17	16	20	22	19
Positions Posted	2	0	0	1	3	1	0	0	0	0	0	0
Apps Processed	45	2	4	25					0	0	0	0
Positions Filled	2	4	0	1	0	0	3	1	0	0	0	0

### **Municipal Court:**

	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Total
Citations Filed	333	439	219	562	973	425	673	493	677	492	425	580	6,291
Paid Fine	143	146	139	139	316	234	211	228	185	173	167	171	2,252
Dismissed	191	163	193	156	297	279	229	294	215	287	246	223	2,773
Warrants Issued	76	168	306	223	213	279	152	200	202	140	326	145	2,430
Warrants Cleared	153	112	226	210	167	651	442	201	133	66	218	235	2,814





Finance Director  
Elizabeth  
Hopkins

## MONTHLY FINANCIAL REPORT FOR THE PERIOD ENDING AUGUST 31, 2016

### OVERVIEW

As of August 31, 2016, General and Utility Fund combined revenues are \$8,375,313. This is 92% of the annual projected amounts.

Combined expenses of \$6,896,525 are 59% of the annual budget. August 31, 2016 marks the end of the eighth month of the FY 2016 Budget Year. Therefore, the year-to-date budget percentage for comparison is 75%.

- Property Taxes are 101% of the YTD projection.
  - Sales Taxes are 81% of the YTD projection.
  - Permits and Licenses are 94% of the YTD projection.
  - Franchise Fees are 73% of the YTD projection.
  - Water Sales are 57% of the YTD projection.
-

# Budget Update - August 31, 2016

75% of  
Year  
Lapsed

## General Fund

	Current Year - 2016			Previous Year - 2015		
	Budget	Year to Date Actual	Percent of Budget	Budget	Year to Date Actual	Percent of Budget
<b>Revenue Summary</b>						
Property Taxes	3,073,844	3,097,574	101%	2,860,129	2,790,954	98%
Permits/Licenses	214,325	202,288	94%	211,100	80,445	38%
Franchise Fees	1,004,752	732,080	73%	1,105,643	797,144	72%
Sales Tax	1,200,000	966,659	81%	1,140,000	899,986	79%
Sales Tax - Roads	300,000	241,665	81%	0	22,450	0%
Developer Fees	38,976	90,874	233%	38,196	38,196	100%
Court Fines	428,700	326,366	76%	419,000	260,762	62%
Warrant Fees	0	0	0%	0	0	0%
Interest	300	0	0%	500	156	31%
Ambulance Service Fees	44,200	34,651	78%	46,000	27,220	59%
Operating Transfer In	117,000	0	0%	111,000	0	0%
Transfer from Assigned/Misc.	418,539	54,440	13%	36,615	27,382	75%
Grant Revenue	447	6,697	0%	1,000	6,275	0%
Gain on Sale of Assets	81,607	81,607	100%	0	0	0%
<b>Total Revenue</b>	<b>6,922,690</b>	<b>5,834,901</b>	<b>84%</b>	<b>5,969,183</b>	<b>4,950,971</b>	<b>83%</b>
<b>Expenditure Summary</b>						
Town Manager	309,592	178,356	58%	466,478	205,065	44%
Town Secretary	150,945	115,977	77%	171,392	137,361	80%
Finance	263,021	184,146	70%	236,765	161,360	68%
Court	210,450	107,102	51%	174,458	114,142	65%
Parks	507,652	357,230	70%	991,623	535,236	54%
Development Services	765,324	454,367	59%	922,590	478,592	52%
Contract Police	1,610,553	1,179,314	73%	1,506,801	1,121,154	74%
Fire & EMS	895,250	637,271	71%	818,062	519,537	64%
Library	195,000	136,304	70%	150,474	101,629	68%
Non-Departmental	417,261	341,505	82%	695,268	321,951	46%
Road Maintenance	1,618,491	373,927	23%	0	0	0%
Transfer Out	500,000	66,671	13%	0	0	0%
<b>Total Expenditures</b>	<b>7,443,539</b>	<b>4,132,169</b>	<b>56%</b>	<b>6,133,911</b>	<b>3,696,027</b>	<b>60%</b>
Revenues Over/(Under) Expenditures	-520,849	1,702,732		-164,728	1,254,944	
Transfers To Vehicle/Street Light		0			0	
Net Increase to Unassigned Fund Balance		<u>1,702,732</u>			<u>1,254,944</u>	

# Budget Update - August 31, 2016

75% of  
Year  
Lapsed

## General Fund Balance Summary

	History	Budget	Year To	
	2015 Actual	2016 Budget	Date 2016 Actual	% Change
<b>Beginning Fund Balance</b>	<b>4,484,644</b>	<b>5,175,184</b>	<b>5,175,184</b>	<b>0%</b>
<b>Revenues</b>				
Operating Revenue	5,958,557	6,805,690	5,834,901	-14%
Water Transfer In	25,000	25,000	0	-100%
4A Transfer In *	12,000	12,000	0	-100%
4B Transfer In	80,000	80,000	0	-100%
<b>Total Revenues</b>	<b>6,075,557</b>	<b>6,922,690</b>	<b>5,834,901</b>	<b>-16%</b>
<b>Expenditures</b>				
Operating Expenditures	6,123,166	6,943,539	4,065,499	-41%
Transfer Out	0	500,000	66,671	
<b>Total Expenditures</b>	<b>6,123,166</b>	<b>7,443,539</b>	<b>4,132,169</b>	<b>-44%</b>
<b>Ending Fund Balance - Assigned</b>	<b>927,269</b>	<b>759,349</b>	<b>902,185</b>	<b>19%</b>
<b>Ending Fund Balance - Unassigned</b>	<b>3,509,766</b>	<b>3,894,986</b>	<b>5,975,731</b>	<b>53%</b>

<b>Equivalent Operating Days (Total)</b>	<b>209</b>	<b>191</b>	<b>528</b>
<b>Percent of Operating Expenses</b>	<b>57%</b>	<b>52%</b>	<b>145%</b>

**Revenue Over/ (Under) Expenditures (47,609) (520,849) 1,702,732**

Actual YTD Balances	09.30.15	06.30.16
Vehicle Replacement	371,787	371,225
Road Maintenance	151,331	151,331
Promissory Note	40,603	40,603
Stoney Creek Insurance	63,473	38,951
Sunnyvale Property Sidewalks	25,000	25,000
Traffic Light	250,000	250,000
Parks	25,075	25,075
	927,269	902,185

## GENERAL FUND REVENUES

### PROPERTY TAXES

Tax collections of \$3,097,574 year-to-date are 101% of the annual budget and 11% higher than this time last year.

### SALES TAXES

Total revenues of \$1,208,324 represent the budgeted accrual for the first two months and seven months' actual of the current year and are projected to be higher than the previous year by \$60,000.

### FRANCHISE FEES

Franchise fees consist of fees assessed on the consumption of electricity, natural gas, cable TV, and telecom services. These fees are received monthly, quarterly or annually. Solid waste collections are monthly, in arrears, and are impacted by the number of service addresses. Total revenues of \$732,080 represent two quarterly payment by Oncor for electricity, EIGHT months of solid waste collections the 3 quarters of payments by various telecommunication companies. The Atmos franchise fee was 22% less than the previous year.

### PERMITS AND LICENSES

Revenues of \$202,288 year-to-date are higher than projections at 94% and higher than this time last year. Developer Fees of \$90,874 are related to Stoney Creek 2G and Homestead Phase 6. This revenue is impacted by the expected building activity and is difficult to project due to the nature and timing of projects.

### COURT FINES AND FEES

Total revenues of \$326,366 are in line with projections at 76% and higher than this time last year.

### AMBULANCE SERVICE FEES

Total revenues of \$34,651 are in line with projections at 78% and higher than this time last year. These fees are collected and paid via a third party provider with a 60 day lag time due to processing and collection efforts.

### TRANSFERS

Transfers projected to total \$117,000 consist of a reimbursement from the Utility Fund, 4A Economic Development Corporation and 4B Economic Corporation for the funds' share of G&A expenses and made annually. Transfers from Assigned Fund Balance include Road Maintenance, Stoney Creek Insurance, Vehicle Replacement and the Traffic Light at Beltline and Creekside.

### MISCELLANEOUS REVENUES

Miscellaneous revenues include library fines, Town Hall rental, animal control donations, impound fees, code mowing, interest earned and other non-major revenues. Total revenues year to date total \$11,424 and includes the TCAP refund.

### GRANT REVENUE

Historically these revenues were derived from the Texas A&M Forest Service for cost assistance for Fire Department training and extended catastrophic insurance for volunteers. Year-to-date \$249 has been received from the Inter-Local Library Program and \$6,448 from Texas A&M.

### GAIN ON SALE OF ASSETS

Total revenues year-to-date total \$81,607 and includes the sale of 537 Long Creek, insurance settlement on ambulance that was struck last year.

## GENERAL FUND EXPENDITURES

### TOWN MANAGER

The Town Manager expenses through August 31, 2016 are \$178,356 or 58% of the department budget.

### TOWN SECRETARY

The Town Secretary expenses through August 31, 2016 are \$115,977 or 77% of the department budget.

### FINANCE

Finance expenses through August 31, 2016 are \$184,146 or 70% of the department budget.

### COURT

Court related expenses through August 31, 2016 are \$107,102 or 51% of the department budget.

### PARKS

Park related expenses through August 31, 2016 are \$357,230 or 70% of the department budget.

### DEVELOPMENT SERVICES

Development Services expenses through August 31, 2016 are \$454,367 or 59% of the department budget.

### CONTRACT POLICE

Contract Police expenses through August 31, 2016 are \$1,179,314 or 64% of the department budget.

### FIRE & EMS

Fire & EMS expenses through August 31, 2016 are \$637,271 or 71% of the department budget.

### LIBRARY

Library expenses through August 31, 2016 are \$136,304 or 82% of the department budget.

### NON-DEPARTMENTAL

Non-Departmental expenses through August 31, 2016 are \$341,505 or 82% of the department budget and include the annual property and liability insurance payment, encumbered expense from the Stoney Creek Insurance settlement for road repair, and annual payments on contract maintenance and support contracts. The contingency account also absorbed non-payroll Tornado related expenses of \$28,319, the majority was for the delivery and pick up of dumpsters to aid in debris removal.

### ROAD MAINTENANCE

Road Maintenance expenses through August 31, 2016 are \$373,927 or 22% of the department budget. This total includes engineering costs for the Collins Road expansion, the purchase of a sander, road inspections and maintenance.

### TRANSFERS

Transfers include vehicle replacement funding budgeted at \$500,000 and the expenses associated with the Belt Line/Creekside traffic signal. The year-to-date expenses are \$66,671 with \$25,731 being engineering costs on the traffic light.

# Budget Update - June 2016

75% of  
Year  
Lapsed

## Water Revenue Fund Revenue & Expense Report

	Current Year - 2016			Previous Year - 2015		
	Budget	Year to Date Actual	Percent of Budget	Budget	Year to Date Actual	Percent of Budget
<b>Revenue Summary</b>						
Water Revenue	2,250,000	1,283,616	57%	1,980,000	1,295,324	65%
Sewer Revenue	1,100,000	953,745	87%	1,045,000	923,700	88%
Water Meters	32,000	40,256	126%	32,000	10,794	34%
Disconnects	12,000	4,200	35%	15,000	8,250	55%
Penalties	46,000	50,391	110%	50,000	31,653	63%
Trash Service	265,000	199,856	75%	262,904	197,303	75%
Miscellaneous Revenue	6,000	8,348	139%	5,500	15,558	
<b>Total Revenue</b>	<b>3,711,000</b>	<b>2,540,412</b>	<b>68%</b>	<b>3,390,404</b>	<b>2,482,583</b>	<b>73%</b>
<b>Expenditure Summary</b>						
Public Works Administration	482,704	352,537	73%	414,766	303,932	73%
Maintenance, Supplies & Training	347,020	261,927	75%	276,600	131,170	47%
Contractual & Professional Services	2,744,059	1,863,743	68%	2,393,357	1,512,264	63%
Debt Service & Transfers	334,183	275,766	83%	338,099	274,155	81%
Depreciation & Bad Debt	373,000	1,129	0%	298,000	0	0%
Capital Equipment & Improvements	40,400	9,255	23%	63,000	58,940	94%
<b>Total Expenditures</b>	<b>4,321,366</b>	<b>2,764,356</b>	<b>64%</b>	<b>3,783,822</b>	<b>2,280,461</b>	<b>60%</b>
<b>Revenues Over/(Under) Expenditures</b>	<b>-610,366</b>	<b>-223,944</b>		<b>-393,418</b>	<b>202,121</b>	

## UTILITY FUND REVENUES

### WATER SALES

The volume of water sold year to date totals 273,313,823 gallons compared to 250,382,530 gallons the previous year, a 10% increase. Water revenue is budgeted to be 12% higher than the previous year.

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	Year
2016	1.04	2.20	2.67	4.60	6.25	3.60								2016
2015	3.62	2.96	2.53	5.56	16.96	3.95	0.92	0.46	2.14	9.82	9.86	3.83	62.61	2015
2014	0.33	0.41	1.45	1.74	3.40	3.26	0.98	4.34	0.06	2.09	2.13	1.13	21.32	2014

Source: Nation Weather Service Weather Forecast Office

### SANITARY SEWER CHARGES

Sanitary sewer charges are driven by water consumption and therefore were also higher compared to May 2015.

### TRASH SERVICES

Revenues of \$199,856 year-to-date are in line with projections at 75%.

### FINES AND FEES

Revenues (Penalty Charges for Late Payments) of \$50,391 are more than projected at 115% of the projection. Disconnect fees total \$4,200 or 35% of protections.

### OTHER CHARGES FOR SERVICES

Year-to-date revenues of \$48,604 or 128% is primarily driven by charges for water meter and installation.

## UTILITY FUND EXPENDITURES

### PUBLIC WORKS ADMINISTRATION

Administration expenses through August 31, 2016 are \$352,537 and consist of salaries and benefits at 73% of budget.

### MAINTENANCE, SUPPLIES & TRAINING

Maintenance, supplies & training expenses through August 31, 2016 of \$261,927 are higher than projections at 75%. Year-to-date expenses reflect the budgeted purchase of smart meters for upgrades throughout Town. This category includes water and sewer system maintenance, vehicle and building maintenance, uniforms and continuing education.

### CONTRACTUAL & PROFESSIONAL SERVICES

Contractual and professional services expenses through August 31, 2016 of \$1,863,743 or 75% include water purchases, sewer costs through May and trash collections through May.

### DEBT SERVICE & TRANSFERS

The Utility Fund debt service projected at \$308,683 includes the 2013 Refinancing of water line construction, the 2010 Long Creek water line bond, and 62% of the Water Tower bond. Principal and interest payments are due on February 15<sup>th</sup> of each year and a second interest only payment is due on August 15<sup>th</sup> of each year. The transfer out to the General Fund projected at \$25,000 includes the Utility Funds' share of G&A expenses and made annually.

### DEPRECIATION & BAD DEBT

The cost to acquire, construct, or improve a capital asset in a business activity fund is not an expense when incurred for accounting purposes, but instead depreciated over the estimated useful line of the asset in the form of depreciation expense. The net book value of Utility Fund assets as of September 30, 2015 was approximately \$9,365,000 and is depreciated at the close of each fiscal year. Bad debt is related to unpaid water bills usually upon moving out of the area. Outstanding accounts as of September 30, 2014 were charged off the last day of fiscal 2015.

## CAPITAL EQUIPMENT & IMPROVEMENTS

Capital equipment expenses for the current budget include \$35,000 to the Vehicle Replacement Plan and will be transferred before the end of the year. Year-to-date expenses of \$9,255 are related to the water line projects that are now complete.



## Town of Sunnyvale 4A Monthly Finance Report

### September 30, 2016 (Audited)

**Budget:** Net Revenues/Expenses: Budget = (\$ 1,699,590) Actual = (\$ 505,941)

**Highlights:**

Revenues:	MTD = \$990,774.86	YTD = \$1,292,273.31
Expenses:	MTD = \$232,211.49	YTD = \$1,798,214.80
Net:	MTD = \$758,563.37	YTD = (\$ 505,941.49)

Revenues: Sales tax recorded YTD is \$326,875.98 (actual – 10 months, accrual – 2 months). Interest earned YTD is \$2,273.33. Transfer In Assigned Fund Balance Sunnyvale Industrial Park is \$ 963,124.00.

Expenses: The YTD expenses total \$1,798,214.80. The MTD expenses include routine payroll, CoStar payment, McManus & Johnson (Sunnyvale Industrial Park, Utility Design – final payment), Excel (Sunnyvale Industrial Park – final payment), ICSC (membership renewals), and ESRI (data and demographic reports).

#### **Fund Balance (Audited):**

09/30/15 Unassigned Fund Balance	\$ 1,089,056.18
09/30/16 Net Revenues/Expenses	<u>\$ (505,941.49)</u>
09/30/16 Unassigned Fund Balance	\$ 583,114.69
09/30/15 Assigned Industrial Park	\$ 1,018,164.63
09/30/16 Net Expenses	<u>\$ (963,124.00)</u>
09/30/16 Assigned Industrial Park	\$ 55,040.63
09/30/16 Unassigned Fund Balance	\$ 583,114.69
09/30/16 Assigned Industrial Park	<u>\$ 55,040.63</u>
Fund Balance	\$ 638,155.32



## Town of Sunnyvale 4B Monthly Finance Report

### September 30, 2016 (Audited)

**Budget:** Net Revenues/Expenses: Budget = (\$ 752,755) Actual = (\$ 439,937)

**Highlights:**

Revenues:	MTD = \$ 55,126.85	YTD = \$1,337,880.16
Expenses:	<u>MTD = \$ 28,304.57</u>	YTD = <u>\$1,777,816.73</u>
Net:	MTD = \$ 26,822.28	YTD = (\$ 439,936.57)

Revenues: Sales tax recorded YTD is \$653,751.99 (actual - 10 months, accrual – 2 months). Interest income recorded YTD is \$258.92. Transfers recorded YTD is \$ 683,869.25 (transfer in from 4A for land purchase @ US 80 and Collins Road).

Expenses: The YTD expenses total \$1,777,816.73 and include 50% of the EDC Director position, 33% of the EDC Assistant position, 1.5 Park Maintenance Technician positions, and the land purchase (13.92 acres at Hwy 80 & Collins Road). MTD expenses include routine payroll, monthly landscape maintenance, Richardson Saw & Lawnmower (2016 Toro 16 inch mower), and Leath Hydromuch (park field maintenance), ICSC (membership renewal).

**Fund Balance:**

**Working Capital:**

09/30/15	Total Fund Balance	\$1,814,149.75 Audited
09/30/16	Net Revenues/Expenses	(\$ 439,936.57)
09/30/16	Total Fund Balance	\$1,374,213.18

**TOWN OF SUNNYVALE  
INVESTMENT REPORT  
September 30, 2016**

INVESTMENT TYPE	DESCRIPTION	MATURITY DATE	RATE	RATE CHANGE	INVESTMENT VALUE 09/30/2016	INVESTMENT VALUE 08/31/2016	NET CHANGE	
General Fund	Checking Account	N/A	0.00%		4,828,675	5,033,696	-205,022	
11 Ledger	Money Market	N/A	0.03%	0.00%	392,702	392,692	10	
General Fund - Road Maint/Sales Tax	Checking Account	N/A	0.00%		276,816	400,595	-123,779	
General Fund Bond - Bridge	TexSTAR -MM	N/A	0.41%	0.01%	898,616	874,614	24,002	
72 Ledger								
					<b>Fund Total</b>	<b>6,396,809</b>	<b>6,701,597</b>	<b>-304,788</b>
Road Impact Fees	Money Market	N/A	0.03%	0.00%	981,799	920,661	61,139	
25 Ledger								
					<b>Fund Total</b>	<b>981,799</b>	<b>920,661</b>	<b>61,139</b>
Debt Service	Money Market	N/A	0.03%	0.00%	188,893	188,560	333	
24 Ledger								
					<b>Fund Total</b>	<b>188,893</b>	<b>188,560</b>	<b>333</b>
					<b>Fund Total</b>	<b>188,893</b>	<b>188,560</b>	<b>333</b>
					<b>General Fund Grand Total \$</b>	<b>7,567,501</b>	<b>7,810,818</b>	<b>-243,317</b>
Debt Service - General Fund	2013 Refi			2011 @ 38%		2014		
24 Ledger	Town Hall, Bridge, SC, WL			Water Tower		Public Safety Ctr		
	02/15/2016	460,675		02/15/2016	65,209	02/15/16	125,954	
	08/15/2016	41,525		08/15/2016	18,908	08/15/16	4,965	
		502,200			84,117		130,919	
Water Revenue Fund	Checking Account	N/A	0.00%		2,061,604	2,068,038	-6,434	
21 Ledger	Money Market	N/A	0.03%	0.00%	120,162	120,159	3	
Water Fund Bond - Water Tower	TexSTAR -MM	N/A	0.41%	0.01%	2,562,991	2,829,838	-266,847	
73 Ledger								
					<b>Water Revenue Fund Total</b>	<b>4,744,757</b>	<b>5,018,035</b>	<b>-273,278</b>
Debt Service - Water Revenue Fund	2010			2011 @ 62%				
21 Ledger	Long Creek Water Line			Water Tower				
	02/15/2016	170,100		02/15/2016	105,666			
	08/15/2016	2,625		08/15/2016	30,292			
		172,725			135,958			
Water Impact Fees:	Money Market	N/A	0.03%	0.00%	1,228,908	1,212,800	16,109	
28 Ledger								
					<b>Water Impact Fund Total</b>	<b>1,228,908</b>	<b>1,212,800</b>	<b>16,109</b>
Debt Service - Water Impact Fund	2013 Refi							
28 Ledger	Water Line Improvements							
	02/15/2016	168,963						
	08/15/2016	27,563						
		196,525						
Sewer Impact Fees:	Money Market	N/A	0.03%	0.00%	407,341	400,221	7,121	
28 Ledger								
					<b>Sewer Impact Fund Total</b>	<b>407,341</b>	<b>400,221</b>	<b>7,121</b>
					<b>Water Fund Grand Total</b>	<b>6,381,007</b>	<b>6,631,055</b>	<b>-250,049</b>
<b>OTHER FUNDS:</b>								
Homestead Amenities:	Money Market	N/A	0.03%	0.00%	142,692	142,689	4	
93 Ledger								
					<b>Fund Total</b>	<b>142,692</b>	<b>142,689</b>	<b>4</b>
4A - Development:	Checking Acct	N/A	0.00%		406,605	447,635	-41,030	
91 Ledger	Money Market	N/A	0.02%	0.00%	10,016	10,016	0	
	TexSTAR -MM	N/A	0.41%	0.01%	289,902	289,804	98	
	Certificate of Deposit	90 Day	0.10%	0.00%	106,632	106,632	0	
					<b>Fund Total</b>	<b>813,155</b>	<b>854,087</b>	<b>-40,932</b>
4B - Development:	Checking Acct	N/A	0.00%		420,145	515,641	-95,496	
92 Ledger	Money Market	N/A	0.03%	0.00%	862,434	862,412	22	
					<b>Fund Total</b>	<b>1,282,579</b>	<b>1,378,053</b>	<b>-95,474</b>

This report is prepared in accordance with Chapter 2256 of the Public Funds Investment Act (PFIA). Section 2256.023(a) of the PFIA states that "not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report, which covers the month ending September 30, 2016 is signed by the Town of Sunnyvale's Investment Officers and includes information required by the PFIA. These investment transactions were made in compliance with the PFIA and the Town of Sunnyvale's investment Policy and Strategy.

Elizabeth Hopkins  
Elizabeth Hopkins  
Finance Director



**Development**  
**Services**  
**Rashad Jackson**  
**AICP**



## Monthly Highlight

### Planning & Zoning Commission

The Planning & Zoning Commission discussed the following items:

**APPLICANT: BILL FOOSE**  
**AT OR ABOUT: 2718 BELT LINE ROAD APPROX. 11.53 ACRES**  
**REQUEST: FINAL PLAT – BELT LINE VENTURE ADDITION, LOTS 1 & 2, BLOCK A**

Commissioner Daniel made a motion to approve, seconded by Commissioner Sandler. Chairman Demko called for a vote, the motion passed unanimously.

**APPLICANT: JAMES SNEED**  
**AT OR ABOUT: 321 BARNES BRIDGE ROAD**  
**REQUEST: FINAL PLAT – SNEED ADDITION, LOT 1, BLOCK A**

Commissioner Okafor made a motion to approve, seconded by Commissioner Daniel. Chairman Demko called for a vote, the motion passed unanimously.

**APPLICANT: COLIN HELFFRICH, P.E.**  
**AT OR ABOUT: APPROX. 30 ACRES SOUTH OF MIDSTREAM DRIVE AND WEST OF BENWICK DRIVE**  
**REQUEST: FINAL PLAT – STONEY CREEK PHASE 2G**

Commissioner Daniel made a motion to approve, seconded by Commissioner Sandler. Chairman Demko called for a vote, the motion passed unanimously.

**APPLICANT: ANGELA NAVARRO**  
**AT OR ABOUT: 400 S. PASCHALL ROAD**  
**REQUEST: CONDITIONAL USE PERMIT FOR A COMMERCIAL AMUSEMENT USE AND SITE PLAN**

Commissioner Moss made a motion to approve as submitted, seconded by Commissioner Mitchell. Chairman Demko called for a vote, the motion passed 4-2.

**APPLICANT:** JAMES W. BURNETT – DYNAMIC ENGINEERING  
**AT OR ABOUT:** 222 COLLINS ROAD – SOUTH OF NANCE ROAD  
 AND EAST OF COLLINS ROAD  
**REQUEST:** SITE PLAN – SUNNYVALE AG BARN (S.I.S.D.)

Commissioner Sandler made a motion to approve, seconded by Commissioner Daniel. Chairman Demko called for a vote, the motion passed unanimously.

### Board of Adjustments

**APPLICANT:** TUYEN PHAN / GINA NGUYEN  
**AT OR ABOUT:** 114 BARNES BRIDGE ROAD  
**REQUEST:** VARIANCE FROM SECTION 3.7 AREA STANDARDS FOR DETACHED SINGLE-FAMILY DWELLINGS, CHART 3.2 AREA STANDARDS FOR RESIDENTIAL LOTS TO REDUCE THE REQUIRED REAR YARD SETBACK AND SIDE YARD SETBACK AND A VARIANCE TO EXPAND A NON CONFORMING STRUCTURE.

Member Noster made a motion to approve, motion failed due to lack of second.

### BUILDING PERMIT ACTIVITY

	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.
New Residential Permits	17	5	3	4	13	6	8	7	9	10	6	5
Commercial Permits	1	0	0	0	2	1	3	2	1	0	1	2
General Permits	3	2	5	42	36	15	6	7	2	5	6	8
Trade Specific	4	3	7	8	7	7	13	11	11	16	20	12
CO's	2	0	1	0	1	1	0	0	2	0	4	1
Miscellaneous	4	5	4	1	6	3	6	7	9	10	5	5
Accessory Bldg.	1	3	1	1	0	0	0	0	0	2	1	1
Health Permits	2	0	0	0	0	2	0	7	4	1	1	1
Garage Sales	5	4	2	1	2	4	3	4	7	4	5	2
Signs	2	1	0	3	0	4	6	1	2	2	2	0
Swimming Pools	1	0	1	0	1	4	2	3	4	0	0	4
Solicitors Permits	0	0	0	3	1	0	2	1	1	0	0	0
Demolitions	0	1	0	0	1	3	1	0	0	0	0	0
<b>Total Permits</b>	<b>42</b>	<b>24</b>	<b>24</b>	<b>63</b>	<b>70</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>52</b>	<b>50</b>	<b>46</b>	
Rental Inspections	2	0	2	1	1	2	2	3	1	0	4	1
<b>Total Inspections</b>	<b>84</b>	<b>68</b>	<b>96</b>	<b>115</b>	<b>97</b>	<b>110</b>	<b>122</b>	<b>122</b>	<b>160</b>	<b>114</b>	<b>140</b>	<b>138</b>

### Code Enforcement Activity

High Grass	3	1	0	0	0	3	7	15	13	2	1	45
Parking	0	0	0	0	0	0	4	0	2	1	3	0
Trash/Junk	2	1	3	0	0	4	1	1	3	3	4	1

In-Operable Veh.	0	0	0	0	1	0	0	2	0	1	2	0
Limb Overhang	1	29	1	0	0	0	0	1	5	4	5	5
Signs	24	19	17	22	35	61	27	20	17	19	54	92
Other	3	1	2	2	4	4	6	1	2	6	14	2
Building W/O Permit	1	2	0	5	7	3	2	4	0	5	1	2
<b>Total Issues Resolved</b>	<b>34</b>	<b>53</b>	<b>23</b>	<b>29</b>	<b>47</b>	<b>75</b>	<b>47</b>	<b>44</b>	<b>42</b>	<b>41</b>	<b>84</b>	<b>149</b>

### Animal Control Activity

Incoming Strays	9	7	17	20	11	12	12	17	24	16	5	6
Owner Surrender	0	1	0	2	3	2	1	1	2	0	1	0
Owner Redeemed	2	2	13	7	4	8	4	9	3	5	3	4
Adopted	1	0	0	1	2	5	4	2	4	8	3	2
Rescued	2	2	9	3	2	0	3	4	5	0	6	6
Died at Shelter	0	0	0	0	1	0	0	0	0	0	0	0
Quarantined	0	0	0	2	4	0	1	1	0	1	0	0
Euthanized	5	1	4	4	4	2	3	5	5	5	2	1
Current Shelter Animals	7	10	1	6	7	7	7	5	13	13	6	3
Calls for Service	44	30	57	62	53	63	40	67	68	47	29	24
Warnings Issued	1	0	1	0	1	0	0	0	2	0	0	0
Citations Issued	0	0	1	1	0	1	0	3	1	0	0	0

Other animals: Skunks (0), Opossum (1), Armadillo (1)

Facebook likes went from 2261 to 2272, viewed 2037 times per week.

## BUILDING PERMITS WORKSHEET MONTHLY TOTALS

2015/2016

PERMITS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
NEW RESIDENTIAL PERMITS	17	5	3	4	13	6	8	7	9	10	6	5
COMMERCIAL PERMITS	1	0	0	0	2	1	3	2	1	0	1	2
GENERAL PERMITS*	3	2	5	42	36	15	6	7	2	5	6	8
TRADE SPECIFIC**	4	3	7	8	7	7	13	11	11	16	20	12
CERTIFICATE OF OCCUPANCY***	2	0	1	0	1	1	0	0	2	0	4	1
MISCELLANEOUS****	4	5	4	1	6	3	6	7	9	10	5	5
ACCESSORY BLDGS	1	3	1	1	0	0	0	0	0	2	1	1
HEALTH PERMITS	2	0	0	0	0	2	0	7	4	1	1	1
GARAGE SALES	5	4	2	1	2	4	3	4	7	4	5	2
SIGNS	2	1	0	3	0	4	6	1	2	2	2	0
SWIMMING POOLS	1	0	1	0	1	4	2	3	4	0	1	4
SOLICITORS PERMIT	0	0	0	3	1	0	2	1	1	0	0	0
DEMOLITIONS	0	1	0	0	1	3	1	0	0	0	0	0
<b>TOTAL</b>	<b>42</b>	<b>24</b>	<b>24</b>	<b>63</b>	<b>70</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>52</b>	<b>50</b>	<b>46</b>	<b>41</b>

\*General permits include Fences, Re-roofing and Driveways.

\*\*Trade Specific include Electric, Plumbing, Mechanical and Irrigation

\*\*\*Certificate of Occupancy include Change of Ownership or Occupancy

\*\*\*\*Miscellaneous include Patio cover, Gazebo, Carport, Remodels, Add on and Foundation Repairs  
Also Fire Sprinklers and Fire Alarms



## Patrol Services

### SSgt. Jennings

#### Monthly Activity Report:

September 8	400 Blk. Tripp	Theft Of Items Within A Purse
September 9	300 Blk. Redstone	Theft Of Mortar Bags
September 12	400 Blk. Chatham	Accidental Discharge Of A Firearm
September 19	300 Blk. Clay	Arrest – Possession Of Marijuana
September 20	300 Blk. Redstone	Theft Of Plywood
September 23	200 Blk. SH 352	Counterfeit Currency Passed During A Transaction
September 23	3100 Blk. Beltline	Robbery – Money And Vehicle Taken During An Online Sale Meeting
September 23	200 Blk. Jobson	Theft Of Trailer
September 27	3300 Blk. Fallbrook	Vehicle Burglary – Items Taken From Within An Unlocked Vehicle
September 27	3400 Blk. Chapelwood	Vehicle Burglary – Items Taken From Within An Unlocked Vehicle
September 29	300 Blk. Marble Creek	Vehicle Burglary – Items Taken From Within An Unlocked Vehicle
September 29	2800 Blk. Beltline	Forgery Of A Check

	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.
Violator Contacts	527	549	296	800	812	515	599	576	688	346	408	547
Verbal Warnings	269	300	160	321	250	206	235	205	217	113	172	216
Calls for Service	629	566	639	569	516	567	608	648	716	747	613	595
Routine Checks	2296	2738	2616	2459	2074	2165	1953	2249	2264	1910	1858	1751
Major Crashes	7	5	3	2	7	11	9	7	7	4	4	4
Minor Crashes	14	13	7	12	5	14	18	11	9	10	7	11
Fatality Crashes	0	0	0	1	0	0	0	0	0	1	0	0
Persons Arrested	8	10	7	11	7	9	10	8	16	7	15	3
On-Site Felony Cases	0	0	1	2	0	0	1	4	8	5	11	6
On-Site Misd. Cases	0	1	2	3	4	7	0	4	1	0	5	1
Occ'd Stolen Vehicles Rec'd	0	0	0	0	0	0	0	0	1	0	1	0
DWI Arrests	1	0	0	0	1	0	0	0	0	1	1	0
Misd. Wrnts. Cleared	8	9	4	5	2	1	6	3	8	1	0	2
Felony Warrants Cleared	1	4	2	2	0	1	1	0	5	1	1	0

**DALLAS COUNTY SHERIFF'S DEPARTMENT**  
**September 2016 Monthly Report**  
**for the**  
**TOWN OF SUNNYVALE**

**OFFENSES BY FELONY / MISDEMEANOR**

P.C. SECT.	FELONY OFFENSES	2016	2015
19	HOMICIDE		
20	KIDNAPPING		
21	INDECENCY WITH A CHILD		
22	SEXUAL ASSAULTS		
22	AGGRAVATED ASSAULTS		
	DRUGS		
25	FAMILY OFFENSES		
28	PROPERTY OFFENSES	1	
29	ROBBERY	1	
30	BURGLARY	2	1
31	THEFT		
31B	AUTO THEFT(UUMV)		
32	FRAUD	3	
33	COMPUTER CRIMES		
34	MONEY LAUNDERING		
35	INSURANCE FRAUD		
36	BRIBERY		
37	PERJURY		
38	OBST. GOVT. OPER.		
39	ABUSE OF OFFICE		
43	INDECENCY		
46	WEAPONS OFFENSES		
49	INTOXICATION OFFENSES		
71	ORGANIZED CRIME OFFENSES		
	<b>TOTAL</b>	<b>7</b>	<b>1</b>

P.C. SECT.	MISDEMEANOR OFFENSES	2016	2015
20	FALSE IMPRISONMENT		
21	SEXUAL OFFENSES		
22	SEXUAL ASSAULT		
22	ASSAULTS		1
	DRUGS		
25	FAMILY OFFENSES		
28	PROPERTY OFFENSES		1
30	TRESPASS / BCOM / BMV	3	
31	THEFT	3	7
32	FRAUD	1	
33	COMPUTER CRIMES		
35	INSURANCE FRAUD		
36	BRIBERY		
37	PERJURY		
38	OBST. GOVT. OPER.		
39	ABUSE OF OFFICE		
42	DISORDERLY CONDUCT		
43	INDECENCY		
46	WEAPON OFFENSES		
47	GAMBLING		
48	PUBLIC HEALTH VIOLATION		
49	PUBLIC INTOXICATION	1	
71	ORGANIZED CRIME OFFENSES		
	<b>TOTAL</b>	<b>8</b>	<b>9</b>

**COMMON INCIDENTS / CALLS FOR SERVICE**

	DISTURBANCES	8	8
	INJURED PERSON	5	4
	SICK CALL	6	19
	<b>TOTAL</b>	<b>19</b>	<b>31</b>

	ALARMS	54	43
	LOOSE LIVESTOCK	0	4
	ROUTINE CHECKS	1,751	2,635
	<b>TOTAL</b>	<b>1,805</b>	<b>2,682</b>

**TRAFFIC**

TRAFFIC STOPS		547	958
	SCHOOL ZONE CITATIONS	0	631
	ALL OTHER CITATIONS	512	327

ACCIDENTS		15	16
	Minor	11	10
	Major	4	6
	Fatality	0	1

**ARRESTS**

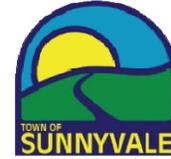
<b>ON-SITE</b>		<b>7</b>	<b>4</b>
	FELONY	6	0
	MISDEMEANOR	1	4
<b>WARRANTS CLEARED</b>		<b>2</b>	<b>5</b>
	FELONY	0	1
	MISDEMEANOR	2	4

<b>DWI</b>		<b>0</b>	<b>0</b>
	FELONY	0	0
	MISDEMEANOR	0	0
<b>TOTAL PERSONS ARRESTED</b>		<b>3</b>	<b>7</b>
	(each may have multiple charges)		





# SUNNYVALE FIRE RESCUE MONTHLY REPORT September 2016



CALLS FOR SERVICE	September	2016 YTD
Fire/EMS*	67	567
EMS Transports**	22	168
EMS Non-Transports**	17	109
Overlapping Calls*	8 (11.94%)	61 (11.51%)

Average Response Time (minutes)	September	2016 YTD
Fire/Ems*	6:31	6:32
EMS**	5.60	5.37

Fire Inspections	September	2016 YTD
Inspections*	13	122
RE-Inspections*	16	184
Pre-Incident Plan*	0	3
CO*	3	4
Burn Permits*	6	29

Volunteer Participation	September	2016 YTD
Hours Contributed*	415.28	4283
An In-Kinds Contribution of		\$ 64,245.00
	(based on equivalent part time pay per hour)	

Public Events	September	2016 YTD
Station Tours	0	12
Football Games	5	6
Fire Prevention	1	7
Other	0	8
Blood Pressure Check	1	6
CPR Training	0	1

## Miscellaneous

\* data from Emergency Reporting

\*\*data from Rescue Medic

# Sunnyvale Fire Department

Sunnyvale, TX

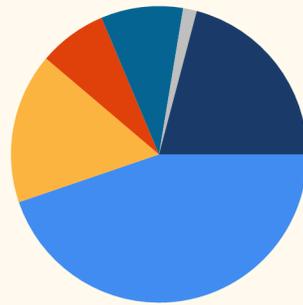
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## Count of Incidents by Incident Type per Zone

Incident Status: Reviewed | Start Date: 09/01/2016 | End Date: 09/30/2016

% of Incidents per Zone



INCIDENT TYPE	# INCIDENTS	% of TOTAL
<b>1 - North of US Hwy 80 &amp; West of Collins</b>		
321 - EMS call, excluding vehicle accident with injury	20	29.85%
322 - Motor vehicle accident with injuries	1	1.49%
324 - Motor vehicle accident with no injuries.	1	1.49%
554 - Assist invalid	5	7.46%
622 - No incident found on arrival at dispatch address	1	1.49%
700 - False alarm or false call, other	1	1.49%
740 - Unintentional transmission of alarm, other	1	1.49%
<b>Zone: 1 - North of US Hwy 80 &amp; West of Collins Total Incident:</b>	<b>30</b>	<b>44.78%</b>
<b>2 - South of US Hwy 80</b>		
321 - EMS call, excluding vehicle accident with injury	2	2.99%
322 - Motor vehicle accident with injuries	1	1.49%
324 - Motor vehicle accident with no injuries.	5	7.46%
552 - Police matter	1	1.49%
600 - Good intent call, other	1	1.49%
651 - Smoke scare, odor of smoke	1	1.49%
<b>Zone: 2 - South of US Hwy 80 Total Incident:</b>	<b>11</b>	<b>16.42%</b>
<b>3 - North of US Hwy 80 &amp; East of Collins</b>		
321 - EMS call, excluding vehicle accident with injury	3	4.48%
324 - Motor vehicle accident with no injuries.	1	1.49%
440 - Electrical wiring/equipment problem, other	1	1.49%
<b>Zone: 3 - North of US Hwy 80 &amp; East of Collins Total Incident:</b>	<b>5</b>	<b>7.46%</b>
<b>Belt Line Road - Belt Line Road</b>		
320 - Emergency medical service, other	2	2.99%
321 - EMS call, excluding vehicle accident with injury	2	2.99%
324 - Motor vehicle accident with no injuries.	1	1.49%
500 - Service Call, other	1	1.49%
<b>Zone: Belt Line Road - Belt Line Road Total Incident:</b>	<b>6</b>	<b>8.96%</b>

Only REVIEWED incidents included

INCIDENT TYPE	# INCIDENTS	% of TOTAL
<b>MA - Mutual Aid</b>		
321 - EMS call, excluding vehicle accident with injury	1	1.49%
Zone: MA - Mutual Aid Total Incident:	1	1.49%
<b>US 80 Corridor - On Highway or Service Road</b>		
321 - EMS call, excluding vehicle accident with injury	2	2.99%
322 - Motor vehicle accident with injuries	4	5.97%
324 - Motor vehicle accident with no injuries.	4	5.97%
411 - Gasoline or other flammable liquid spill	1	1.49%
611 - Dispatched & cancelled en route	2	2.99%
622 - No incident found on arrival at dispatch address	1	1.49%
Zone: US 80 Corridor - On Highway or Service Road Total Incident:	14	20.90%
<b>TOTAL INCIDENTS FOR ALL ZONES:</b>	<b>67</b>	<b>100%</b>

Only REVIEWED incidents included

# Sunnyvale Fire Department

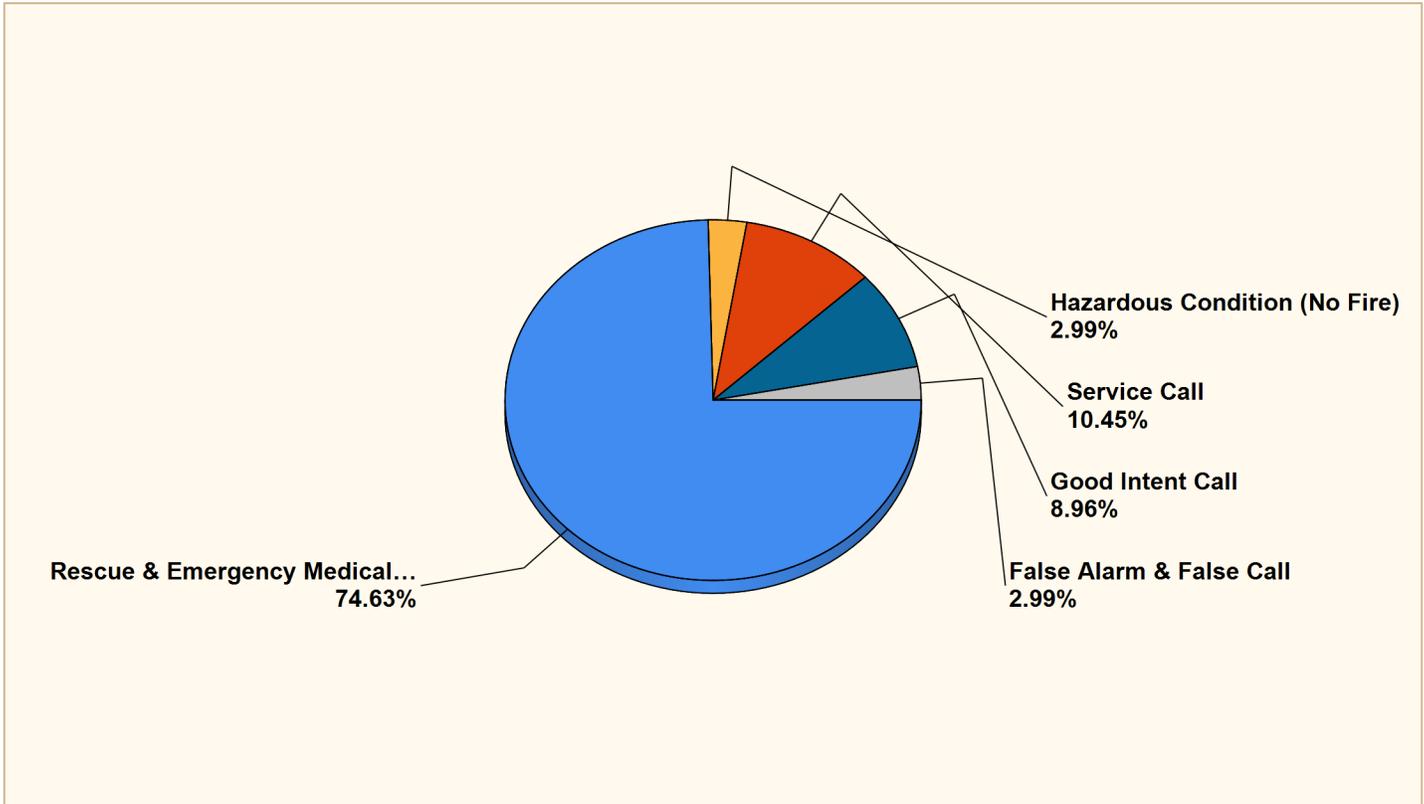
Sunnyvale, TX

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## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 09/01/2016 | End Date: 09/30/2016



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Rescue & Emergency Medical Service	50	74.63%
Hazardous Condition (No Fire)	2	2.99%
Service Call	7	10.45%
Good Intent Call	6	8.96%
False Alarm & False Call	2	2.99%
<b>TOTAL</b>	<b>67</b>	<b>100.00%</b>

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

## Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
320 - Emergency medical service, other	2	2.99%
321 - EMS call, excluding vehicle accident with injury	30	44.78%
322 - Motor vehicle accident with injuries	6	8.96%
324 - Motor vehicle accident with no injuries.	12	17.91%
411 - Gasoline or other flammable liquid spill	1	1.49%
440 - Electrical wiring/equipment problem, other	1	1.49%
500 - Service Call, other	1	1.49%
552 - Police matter	1	1.49%
554 - Assist invalid	5	7.46%
600 - Good intent call, other	1	1.49%
611 - Dispatched & cancelled en route	2	2.99%
622 - No incident found on arrival at dispatch address	2	2.99%
651 - Smoke scare, odor of smoke	1	1.49%
700 - False alarm or false call, other	1	1.49%
740 - Unintentional transmission of alarm, other	1	1.49%
<b>TOTAL INCIDENTS:</b>	<b>67</b>	<b>100.00%</b>

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.





# Town of Sunnyvale

Prepared By: Leslie Malone

**Summary:**

**DISCUSS AND CONSIDER A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, APPROVING THE ENTERING INTO OF A SERVICE CONTRACT WITH DALLAS COUNTY, ON BEHALF OF THE DALLAS COUNTY SHERIFF FOR POLICE PATROL SERVICES.**

**Analysis:**

The attached contract with the Dallas County Sheriff's Office provides for maintaining the current service at a cost of \$1,727,930, up from \$1,477,674 in Fiscal Year 2015 – 16.

**Fiscal Impact:**

The proposed 15-16 budget included \$1,727,930 in contract patrol services. Execution of this contract would be in line with budgeted expenditures.

**Staff Recommendation:**

Staff recommends approval.

STATE OF TEXAS           §        **AGREEMENT BETWEEN DALLAS COUNTY,**  
                                   §        **ON BEHALF OF THE DALLAS COUNTY**  
                                   §        **SHERIFF, AND TOWN OF SUNNYVALE FOR**  
 COUNTY OF DALLAS       §        **POLICE PATROL SERVICES**

**Whereas**, the terms “law enforcement” or “police patrol” shall have the same meanings as referenced and defined by the State of Texas criminal and motor vehicle statutes as well as relevant local codes and regulations; and

**Whereas**, all references to police or law enforcement or police patrol services in this Agreement are references only to services that shall be delivered under the terms of this Agreement; and

**Whereas**, the Town of Sunnyvale, Texas (“Town”) and the Dallas County, Texas (“County”) are governmental entities; and

**Whereas**, Town desires to acquire additional police or law enforcement services, including police patrol services, from the Dallas County Sheriff’s Department (“Sheriff”).

**Now, therefore** this Agreement is entered into by and between Town and County pursuant to the authority granted by the Texas Government Code, Chapter 791 “Interlocal Cooperation Contracts,” and the Code of Criminal Procedure, Article 2.17 “Conservator of the Peace” for the provision of law enforcement services, including police patrol services, to Town by Sheriff.

## **1. TERM AND TERMINATION**

A. Term: Except as otherwise stated in this Agreement, this Agreement shall be effective from October 1, 2016, through September 30, 2017.

B. Termination:

- 1) *Without Cause*: This Agreement may be terminated in writing, without cause, by either party upon one hundred eighty (180) days prior written notice to the other party.
- 2) *With Cause*: County reserves the right to terminate the Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:
  - a) Lack of, or reduction in, funding or resources;
  - b) Non-performance;
  - c) Town’s improper, misuse or inept use of funds or resources;
  - d) Town’s failure to comply with the terms and provisions of this Agreement; and/or

- e) Town's submission of data, statements and/or reports that are incorrect, incomplete and/or false in any way.

## 2. DELIVERY OF SERVICES

- A. Service Area: Sheriff shall provide police patrol and other police services within the corporate limits of Town.
- B. Hours of Service: The Sheriff shall deliver twenty-four (24) man hours of police patrol services each day, subject to any revision as outlined in Paragraph 2.C.
- C. Delivery:
- 1) The Sheriff shall provide twelve (12) deputies which is adequate to ensure two (2) deputies in two (2) patrol cars patrolling the Town twenty-four (24) hours a day, seven (7) days per week ("24/7"). Additional patrolling in the Town will be conducted in one (1) additional patrol car as staffing allows, except for such time as may be required to respond to an emergency (life threatening) call in an adjacent area. All twelve (12) officers will be utilized pursuant to mutual discretionary decisions by designated persons from both Town and Sheriff for matters concerning the delivery of patrol services to the Town as outlined in Paragraph 2.G;
  - 2) Sheriff shall provide one (1) additional Senior Sergeant position at the equivalent who shall patrol Town eight hours per day, five (5) days per week for forty-six (46) weeks a year, except for such time as may be required to respond to an emergency (life threatening) call in an adjacent area;
  - 3) Town has the option of employing its own patrolmen or other peace officers, subsequent to the date hereof, with sixty (60) days written notice to Sheriff, in which case:
    - a) The fees required in Paragraph 6.A hereof shall be reduced by an amount to be determined by the Dallas County Office of Budget and Evaluation ("Budget") and Town; and
    - b) The amount to be reduced shall not exceed Eight Thousand Eight Hundred Dollars (\$8,800.00) per month times the number of officers that Sheriff is obligated to provide for patrol services;
  - 4) Sheriff or County also has the option of reducing its police patrol by one (1) officer, with sixty (60) days written notice to Town; in which case:
    - a) A concurrent reduction shall be determined by Budget and Town;

- b) The amount to be reduced shall not exceed Eight Thousand Eight Hundred Dollars (\$8,800.00) per month from the Agreement price to be paid by Town;
  - 5) Sheriff shall also provide the services of one investigator;
  - 6) In the event of incapacitating sickness or injury to one of the County employees regularly assigned to the Town, Town shall have the option of either foregoing those services during the period of incapacity at no additional cost or loss of payments to County or requesting that services of an additional County employee be assigned to the Town. However, Town shall be responsible for and reimburse County for the salary, compensation and other expenses of County in providing the additional or temporary officer. Town shall have the same option and responsibility during any vacation time taken by County employees assigned to provide services to Town;
  - 7) Differences in actual costs due to transfers of County employees regularly assigned to the Town during the contract period will be addressed during contract discussions the following fiscal year.
- D. Reporting: Sheriff shall provide monthly a report to Town of activities generated as a result of this Agreement.
- E. Service Management: Sheriff shall be responsible for the planning, organization, assignments, direction, and supervision of Sheriff's personnel.
- F. Responsiveness: Sheriff shall give prompt consideration to all requests of Town regarding the delivery of police patrol and other police services under this Agreement. Sheriff shall make every effort to comply with these requests if they are consistent with good law enforcement practices.
- G. Coordination: Town and Sheriff shall each designate a primary individual and an alternate to make or receive requests and to confer upon matters concerning the delivery of police patrol and other police services to Town.
- H. Other Services: In addition to the patrol services provided herein, and as determined by Sheriff to be reasonably necessary, Sheriff agrees to provide Town with the following:
- 1) At no additional cost to Town (unless otherwise stated in this Agreement):
    - a) Supervisory personnel services;
    - b) Criminal investigation services;
    - c) Juvenile Officer services;
    - d) All equipment necessary for assigned personnel;
    - e) All supplies necessary for assigned personnel;

- f) All uniforms necessary for assigned personnel;
- g) All supervisory services for assigned personnel;
- h) All administrative services for assigned personnel;
- i) All basic and in-service training for assigned personnel;
- j) Complete crime scene search facility as needed;
- k) All support services of identification, polygraph, bomb disposal, scuba team, and other services as obtained for department use;
- l) A TLETS terminal accessing NCIC, TCIC and regional computer systems, operated by Dallas Sheriff's Department qualified staff;
- m) A central dispatching center manned twenty-four (24) hours per day; and
- n) Full jail services for the holding of all prisoners arrested in Town on all charges, other than those stated in Paragraph 2.H.2, below.

2) With additional cost to Town, jail services for prisoners charged for violations of Town Ordinances or State law violations filed in Town's Municipal Court. The additional cost will reflect the same rate paid by other cities for similar services.

I. For services Provided under Paragraph 2.H, Subsections 1 and 2, Town agrees that personnel providing those services will work offenses committed in Town, on an as-needed-basis, whether that work be performed within or outside of Town's corporate limits, so long as the work is being done on behalf of Town, including responses to emergency calls in an adjacent area. Further, Town shall pay the cost of one investigator for the Term of this Agreement.

### 3. RESOURCES

- A. County Responsibilities: Except as otherwise stipulated, County shall furnish all labor, equipment and supplies required to provide police patrol and other police services to the Town.
- B. Town Responsibilities: Town shall provide and maintain an office and parking spaces suitable for the use of Sheriff's personnel providing the patrol services described herein to Town.
- C. Individual Ownership: County and Town shall retain title to the property acquired by each to fulfill its obligations under this Agreement.

### 4. INDEMNIFICATION

**Indemnification of the County: The Town shall indemnify and hold the County, its elected officials, and employees harmless from any and all loss or liability incurred as a result of furnishing any and all of the service specified in this Agreement. Indemnification of the County by Town shall include, but is not limited to, any damages, judgments, costs, and attorney fees related to constitutional or statutory torts, civil rights actions, law suits arising from the performance of service on behalf of the Town or under the emergency**

circumstances described in this Agreement. The Town shall assume liability for and assume defense of the County against all claims, costs, damages, lawsuits for injuries to person or property caused by Town or by the County employees performing services on behalf of the Town.

This indemnification shall include workers compensation as provided in Paragraph 5.A and shall also include any salary, fringe benefits, medical expenses or other compensation paid to County employees under the County's salary continuation program or under the compensation provisions of Article 3 Section 52e, Payment of Law Enforcement Officials, Constitution of the State of Texas.

Town shall indemnify any County officer or employee for injury or sickness arising out of his/her employment in providing police patrol or other police services to Town, its officers, agents, employees, or any other governmental unit requesting such police services from Town, including responses to emergency calls outside of the Town's corporate limits. It is expressly understood that Town will indemnify and hold the County employees harmless for injury or sickness arising out of their employment in providing services under this Agreement in the event that the workers compensation insurance policy should not provide full coverage for injured employees.

The intent of these indemnity provisions is that County will not sustain any expense, cost, liability or financial risk as a result of the performance of services under this Agreement. The Town, therefore, agrees that it will protect, defend, indemnify, and save whole and harmless the County, its elected officials, all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, loss and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property, on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Town or any agent, servant or employee of the town in the execution or performance of this Agreement. Town further agrees to protect, indemnify and hold County harmless against and from any and all claims, loss, cost, damage, judgments or expense, including attorney's fees arising out the breach of any of the requirements and provisions of this Agreement or any failure of Town, its employees, officers, agents or contractors in any respect to comply with and perform all the requirements and provisions hereof.

## **5. INSURANCE:**

- A. Workers' Compensation: As the primary means of providing indemnification to County employees, Town will purchase a policy of workers compensation insurance meeting the statutory requirements of the Workers Compensation Act, and which will provide coverage for all County employees during the time they are providing services to the Town, including emergency responses, which will provide the County employees with all benefits available under the Texas Worker's Compensation Act.

- i. Employee Status: All persons employed by Sheriff and providing police patrol and other police services to Town shall be County officers or employees, but during the period of time that they are providing services to Town, these County employees shall be considered employees of Town for workers' compensation purposes.
  - ii. Payments: Town shall not be liable for the direct payments of salaries, wage, or compensation to County employees other than benefits payable to said employees under the Texas Worker's Compensation Act during the time that they are providing services to Town.
- B. Town will provide a policy of insurance through the Texas Municipal league Intergovernmental Risk Pool, or other insurer acceptable to County, in the minimum sum of One Million and 00/100 Dollars (\$1,000,000.00) which will provide coverage for all liability that may be incurred in performance of this Agreement by County personnel. Town will obtain from the Texas Municipal League Intergovernmental Risk Pool, or other insurer acceptable to County, and provide to County a certificate of endorsement acknowledging that insurance is provided for the police and patrol services covered in this Agreement. It is expressly understood, however, between Town and County that Town will indemnify and hold County harmless from any and all liability in the event no coverage is provided by said policy of insurance; for any and all deductible amounts in said policy; and in the event coverage should be denied by the insurance company. Furthermore, Town agrees to waive subrogation, and Town's insurance policies shall state a waiver, against County.
- C. It is the intent of these provisions that insurance cover all cost allowed by Texas law so that County will not sustain any expense, cost, liability, or financial risk as a result of the performance of services under this Agreement. Minimum insurance is a condition precedent to any work performed under this Agreement and for the entire Term of this Agreement, including any renewals or extensions.

## 6. FEES

- A. Maximum Payment: Town shall pay County One Million Seven Hundred Twenty-Seven Thousand, Nine Hundred Thirty Dollars and 00/100 cents (\$1,727,930.00) for the Term of this Agreement.
- B. Additional Payment: In addition to the requirements of Paragraphs 6.A and 2.H.2 and any other relevant Paragraphs, Town shall pay County all expenses and all medical and other costs that are required by law or County policy to be paid to any employee(s) for any injury associated with this Agreement.
- C. Billing and Payment: County shall bill Town within Ten (10) days after the close of each calendar month for all services provided during that month in the amount specified in

Paragraph 6.A, less any reductions or credits provided under this Agreement. Town shall pay for these services within Twenty (20) days after the date of the County's billing. Failure by County to bill in a timely manner shall not waive Town's obligations to make payments under this Agreement.

- D. Prompt Payment Act: Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.
- E. Increased Costs: If the costs of providing services to the Town increase during the Term of this Agreement, Town shall be responsible for the payment of such increased costs. County shall provide Town with Thirty (30) days written notice of any such increase.

## 7. NOTICE

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given Three (3) days subsequent to the date it was so delivered or mailed.

Dallas County Sheriff's Office  
Patrick Bonner, Chief, Traffic Division  
133 N. Riverfront Blvd, LB 31  
Dallas, Texas 75207  
(214) 653-3462

Town of Sunnyvale  
Sean Fox, Town Manager  
127 Collins Road  
Sunnyvale, Texas 75182  
(972) 226-7177

## 8. SOVEREIGN IMMUNITY

**This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the parties or the County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.**

## 9. COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Agreement, Town must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. This Agreement shall be governed by Texas law and exclusive venue shall lie in the state and federal courts of competent jurisdiction sitting in Dallas County, Texas.

## **10. AMENDMENTS AND CHANGES IN THE LAW**

No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

## **11. ENTIRE AGREEMENT**

This Agreement, including all Exhibits and attachments, constitutes the entire agreement between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.

## **12. BINDING EFFECT**

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

## **13. GOVERNMENT FUNDED PROJECT**

If Agreement is funded in part by either the State of Texas or the federal government, the Town agrees to timely comply without additional cost or expense to County, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement.

## **14. DEFAULT/CUMULATIVE RIGHTS/MITIGATION**

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Town has a duty to mitigate damages.

## **15. FISCAL FUNDING CLAUSE**

Notwithstanding any provisions contained herein, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the Term of the Agreement and any extensions thereto. Town shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its

obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to Town at the earliest possible time prior to the end of its fiscal year.

## **16. COUNTERPARTS, NUMBER/GENDER AND HEADINGS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

## **17. AGENCY / INDEPENDENT CONTRACTOR**

Except as otherwise stated in this Agreement, Town, including its agent, servant, joint enterprise, or employee(s), is an independent contractor and not an agent, servant, joint enterprise or employee of the County, and is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Agreement.

## **18. SEVERABILITY**

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

## **19. SIGNATORY WARRANTY**

The person or persons signing and executing this Agreement on behalf of Town, or representing themselves as signing and executing this Agreement on behalf of Town, do hereby warrant and guarantee that he, she or they have been duly authorized by Town to execute this Agreement on behalf of Town and to validly and legally bind Town to all terms, performances and provisions herein set forth.

The Town of Sunnyvale has executed this Agreement pursuant to duly authorized Town Council Resolution No. \_\_\_\_\_, dated \_\_\_\_\_, 2016. The County has executed this Agreement pursuant to Commissioners Court Order No. \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**COUNTY:**

**TOWN:**

\_\_\_\_\_  
By: Clay Lewis Jenkins  
Dallas County Judge

\_\_\_\_\_  
By: Jim Phaup  
Mayor

**RECOMMENDED:**

\_\_\_\_\_  
By: Ryan Brown  
Budget Officer

\_\_\_\_\_  
By: Sean Fox  
Town Manager

\_\_\_\_\_  
By: Lupe Valdez  
Dallas County Sheriff

APPROVED AS TO FORM\*:

SUSAN HAWK  
DISTRICT ATTORNEY

\_\_\_\_\_  
James Palomo  
Assistant District Attorney

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

**RESOLUTION 16-18****A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, APPROVING THE ENTERING INTO OF A SERVICE CONTRACT WITH DALLAS COUNTY, ON BEHALF OF THE DALLAS COUNTY SHERIFF FOR POLICE PATROL SERVICES**

**Whereas**, Chapter 791, "Interlocal Cooperation Contracts", of the Texas Government Code and Article 2.17, "Conservator of the Peace", of the Code of Criminal Procedures grant the Town of Sunnyvale ("Town") and the County of Dallas ("County") the authority to enter into the attached agreement for police patrol services to the Town by the Dallas County Sheriff's Department ("Sheriff"), and

**Whereas**, it is the desire of the Town Council of the Town of Sunnyvale to continue contracting with Sheriff for patrol services for Fiscal Year 2016-2017, and

**Whereas**, funding for services as stated in the attached agreement are included in the approved Fiscal Year 2016-2017 Town of Sunnyvale General Fund Budget,

**Now, Therefore, Be It Resolved** that the Town of Sunnyvale enters into the attached agreement with Dallas County for police patrol services for Fiscal Year 2016-2017.

**Passed, Approved, and Adopted** on this the 24th day of October, 2016.

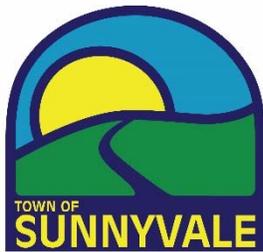
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Jim Phaup, Mayor

ATTEST:

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Leslie Black, Town Secretary



# Town of Sunnyvale

October 24, 2016

Prepared By: Doug Kendrick – Fire Chief

**Summary:**

**DISCUSS AND CONSIDER A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS, TO CONTINUE AN INTERLOCAL AGREEMENT WITH THE DALLAS COUNTY HOSPITAL DISTRICT d/b/a PARKLAND HEALTH & HOSPITAL SYSTEM FOR THE PURPOSE OF BIOMEDICAL ON-LINE SUPERVISION VIA BIOTEL.**

**Background & Analysis:**

BioTel refers to the EMS system in the Dallas area that provides medical treatment guidelines for area EMS providers. This allows those providers to function under the same set of medical treatment guidelines as well as access the BioTel radio room, that is staffed by Parkland Health and Hospital System staff, to provide on-line medical direction for the paramedics in the field 24 hours a day 7 days a week. Along with off-line services (providing medical control doctors on site) which includes training, protocol and policy development. The cost is based on the size, population and call volume for each city/town/community.

**Financial Impact:**

The total amount of \$6,864.00 is budgeted in the FY 2016-2017 for this expense. Through line items for EMS training and medical control contract.

**Staff Recommendation:**

Staff recommends approval.

**Attachment:**

Resolution No. 16-19 requesting an Interlocal agreement between Parkland Hospital System (BioTel) and the Town of Sunnyvale.

**RESOLUTION 16-19****A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE APPROVING THE ENTERING INTO OF AN INTERLOCAL AGREEMENT WITH DALLAS COUNTY HOSPITAL DISTRICT d/b/a PARKLAND HEALTH & HOSPITAL SYSTEM FOR THE PURPOSE OF BIOMEDICAL ON-LINE SUPERVISION VIA BIOTEL.**

**WHEREAS**, the Town of Sunnyvale and Dallas County Hospital District, doing business as Parkland Health and Hospital System, are desirous of entering into that certain Interlocal Agreement attached hereto as Exhibit 'A' which provides for the Town of Sunnyvale to purchase from Parkland Hospital System biomedical online/off-line services for emergency medical systems known as the BioTel System (the "Agreement"); and

**WHEREAS**, the entering into of such Agreement and the utilization of the features in accordance therewith will promote the health, safety and general welfare of Sunnyvale citizens.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Sunnyvale, Texas as follows:

RESOLVED that the Agreement and all assurances and obligations contained therein are hereby approved in all respects;

RESOLVED further that the proposed Agreement is hereby authorized and approved and the Mayor of Sunnyvale is hereby authorized, empowered and directed to execute the Agreement for and on behalf of and in the name of the Town of Sunnyvale with such ministerial changes in the terms and provisions thereof as said Mayor shall in his sole discretion deem necessary and in the best interest of the Town of Sunnyvale, his signature being conclusive evidence that he did so deem any such changes to be necessary or desirable and in the best interest of the Town of Sunnyvale.

RESOLVED further that Leslie Black, the Town Secretary of the Town of Sunnyvale, is hereby authorized, empowered and directed to certify and attest any documents which she may deem necessary or appropriate to consummate the transaction contemplated by the Agreement; and

RESOLVED further that this Resolution shall be effective when adopted; and it is so resolved.

Passed and approved the 24th day of October, 2016.

**TOWN OF SUNNYVALE**

\_\_\_\_\_  
Jim Phaup, Mayor

ATTEST:

-----  
Leslie Black, Town Secretary

STATE OF TEXAS                   §  
   §  
 COUNTY OF DALLAS               §

#### INTERLOCAL AGREEMENT

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

#### WITNESSETH

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

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

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

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

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

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

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

#### I.

#### DESCRIPTION OF SERVICES

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

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

## II.

### HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

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

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

## III.

### COORDINATION

1. All Services under this Agreement shall be coordinated under, and performed in accordance with the Agreement and the Scope of Services to the reasonable satisfaction of the Chief of the Fire-Rescue Department of the CITY, or his/her designated representative, hereinafter called "Director." The Director shall have authority to approve payment for Services that have been properly provided in accordance with the terms of this Agreement. If at any time PARKLAND fails to properly furnish all or a portion of the Services called for by this Agreement, the CITY is authorized to withhold payment of funds associated with the Services not properly performed hereunder until any deficiency has been, if possible, cured. It is further agreed between PARKLAND and the CITY that should any dispute or questions arise respecting the reasonableness of the withheld amount of payment attributable to PARKLAND's failure to fully perform, the parties agree to meet and make a good faith effort to resolve the dispute. Prior to the CITY exercising any payment withholding under this provision, the CITY must provide PARKLAND with notice of any deficiencies and provide PARKLAND ten (10) business days to remedy any deficiencies. The CITY will release any withheld funds associated with the Services not properly performed once the deficiencies are remedied.

## IV.

### PAYMENT

1. The Agreement term is one (1) year. Total payments by the CITY during the Agreement term shall not exceed SIX THOUSAND EIGHT HUNDRED SIXTY FOUR DOLLARS (\$6,864.00), which amount (or a portion thereof where Agreement term may exceed one year) is hereby set aside and segregated for the purpose of paying for the Services in accordance with the terms of this Agreement. Payments shall be made in equal monthly payments in the amount of \$572.00 and shall be made at the end of each month.

V.  
TERM

1. The term of this Agreement shall commence on October 1, 2016, and terminate on September 30, 2017, unless sooner terminated in accordance with the provisions of this Agreement. The Agreement may be renewed for successive twenty-four (24) month periods upon the same terms and conditions as set forth in this Agreement. The parties shall mutually agree to any change in consideration during subsequent renewal periods.

VI.  
INDEPENDENT CONTRACTOR

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

VII.  
INDEMNIFICATION

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

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

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

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

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

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

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

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

#### VIII. TERMINATION

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

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

#### IX. NOTICES

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

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

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

To: CITY  
The City of Sunnyvale  
Address  
Address  
Attention: \_\_\_\_\_

X.  
MISCELLANEOUS

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

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

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

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

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

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

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

**The City of Sunnyvale**

## EXHIBIT A

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

- I. On-line Medical Direction
  - A. Staffing
    1. Nurse staffing provided continuously 24/7/365
      - a. In addition to continuous nurse staffing 24/7/465, double coverage will be provided during peak times; however, such additional coverage may be through a paramedic.
      - b. Coordinates in-time on-line medical direction.
    2. Physician staffing continuously 24/7/365
      - a. The physician responsible for coordinating all system medical control and addressing clinical issues associated with the operation of the BioTel/EMS System shall be known as the BioTel/EMS Medical Director.
      - b. The UT SOUTHWESTERN emergency medicine physicians working within the Parkland Emergency Department shall provide medical control (i.e. medical advice and direction) when requested by CITY's paramedics who are assisting patients. Adequate BioTel/EMS System physician staffing shall be maintained twenty-four (24) hours a day, seven (7) days a week, during the term of this Agreement. A physician will answer all requests for assistance either from the BioTel/EMS System room or from the Emergency Department areas twenty-four (24) hours a day, seven (7) days a week. The physician need not be present in the radio room while assigned to, and on duty with, the BIOTEL operation.
      - c. BIOTEL physicians shall respond to a field paramedic's request for assistance immediately after receipt of a call. PARKLAND will be responsible for monitoring and enforcing a sixty (60) second response time standard ninety percent (90%) of the time.
      - d. When requested, BIOTEL presently has the capability to obtain a specialized physician in the following areas: Pediatrics, internal medicine, surgical, trauma, obstetrical/gynecological, psychiatry, toxicology and cardiology. Additional sub-specialty consultation is available.
    3. Miscellaneous
      - a. Only registered nurses (RNs), physicians, paramedics and clerical staff shall be assigned by PARKLAND to the BioTel program
      - b. The BIOTEL program shall be adequately staffed by at least one (1) registered nurse twenty-four (24) hours a day, seven (7) days a week throughout the duration of this Agreement. Additional personnel will be assigned as needed based upon workload. Efficiency of the system shall be maintained by PARKLAND administration. A nurse or paramedic shall monitor the radio communications at all times. Changes to the staffing model may be made, if necessary upon agreement between the CITY and PARKLAND.
      - c. All RNs and paramedics assigned to the BIOTEL program shall undergo initial training and ongoing training including the role of BIOTEL and

EMS in the community. They will review and be tested on the BioTel/EMS Treatment Guidelines and Policies and are instructed in proper communication procedures relating to the BIOTEL equipment

- d. When notified by field personnel, BIOTEL staff shall assist as needed in contacting a hospital to which a critical, priority patient is en-route, and provide that hospital with pertinent data concerning the patient.
- e. BIOTEL staff shall be responsible for assisting other medical personnel in emergency situations. BIOTEL RNs shall follow established BIOTEL RN Treatment Guideline Options according to the needs of the patient. The BIOTEL staff shall contact an Emergency Medicine physician when a request for assistance is made, and shall record all recommended treatments and maintain all appropriate records.
- f. BIOTEL staff shall ensure the proper functioning of all contracted BIOTEL equipment.
- g. Personnel assigned to BIOTEL shall utilize the current BioTel/EMS Treatment Guideline and Policy Manual enacted for the functioning of the BioTel/EMS System. PARKLAND may modify the BioTel/EMS Treatment Guideline and Policy Manual provided, however, that both the CITY and PARKLAND mutually agree upon any material changes to these procedures, unless otherwise required by law, rule, regulation, and all other applicable governmental agencies and accrediting organizations having jurisdiction over PARKLAND. PARKLAND shall make the BioTel/EMS Treatment Guideline and Policy Manual available to the CITY.
- h. BIOTEL staff shall monitor area hospital's capabilities and help coordinate EMS transports to appropriate facilities as provided in accordance with departmental procedures approved by the BioTel/EMS System Medical Director.
- i. BIOTEL staff shall maintain a current database for day-to-day medical control, as well as the monthly statistical report. The BIOTEL staff will also maintain revisions to the BioTel/EMS Treatment Guidelines and Policies and perform other tasks as needed under the direction of BIOTEL Management. A copy of the statistical report will be furnished to the CITY quarterly
- j. The BIOTEL Program Manager shall serve as the primary liaison with: Area receiving hospitals, other EMS agencies, Emergency air medical services operating in the DFW region, UT SOUTHWESTERN – Division of EMS Education, Pre-hospital providers that are not under BIOTEL medical control.

#### B. Additional Services

1. Social Work Program
  - a. Assessment and enrolment of patients, serving as a liaison between social service agencies and CITY, and providing feedback and updates to EMS agencies.
2. Emergency Legal Assistance Program
  - a. Will provide an on-call attorney licensed to practice law in the State of Texas.
  - b. The Attorney will be:

- (1) Familiar with delivery of Emergency Medical Services and applicable laws pertaining thereto, including, but not limited to the Medical Practice Act and the Health and Safety Code and any other applicable laws.
      - (2) On-call twenty-four (24) hours /day, seven (7) days a week.
      - (3) Expected to provide an alternate in case of his/her absence.
    3. Field Amputation Team Activation at the request of CITY field paramedics, supervisors or Chief Officers or at the discretion of BIOTEL staff consistent with BIOTEL policy.
      - a. The Team will provide supplies necessary for field amputation
      - b. The Team will be ready for transport to scene within fifteen (15) minutes of activation. Estimated time of arrival may vary depending on scene location and other factors.
    4. Bloodborne Pathogen Exposure Tracking
      - a. Will provide a process for CITY personnel who have sustained a blood and/or body fluid exposure while on-duty to receive testing and subsequent follow-up with Dallas County Health Department.
    5. Data collection including CITY call volume, types of BIOTEL calls, frequency and type of physician consultation, numbers of patients for whom BIOTEL is notified/contacted received by area hospitals, resource overload based on the report from North Texas Trauma Regional Advisory Committee (NCTTRAC), Emergency Legal Assistance Program, Specialty Team Activation, Trauma diversion, and any other data collection requested by CITY.
    6. Maintenance of the BioTel room and facilities, and the records involving On-line Medical Control for the BioTel/EMS System, shall be provided by PARKLAND. The BioTel/EMS System room and facilities shall be available for reasonable use by the CITY's paramedics, provided that such use does not interfere with the medical operations and functions of the BioTel/EMS System office and facilities.
  - C. Periodic meetings, at least quarterly, will be attempted to be scheduled between the CITY representatives and the PARKLAND and UT SOUTHWESTERN personnel who supervise the BioTel/EMS System. The purpose of the meetings shall be to assess the program and services provided and recommend improvements.
- II. Off-line Medical Direction
- A. Staffing
    1. BIOTEL Medical Director
      - a. Have the ultimate responsibility for all clinical aspects of the EMS System and shall meet all State of Texas requirements for serving as an EMS System Medical Director.
      - b. Be immediately available 24/7/365 for consultation or problem resolution or shall arrange for an Associate EMS Medical Director to be available in his/her place.
      - c. Assign to CITY an Associate Medical Director who shall serve as CITY's day-to-day Medical Director.
    2. BIOTEL Associate Medical Director
      - a. Work with CITY's Chief and EMS Command Staff to ensure that the CITY's EMS operations, administration, training and special operations

activities result in the delivery of quality out-of-hospital emergency medical care for the residents of and visitors to the CITY.

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

#### B. Additional Services

1. May attend regular or ad hoc meetings at the request of the CITY’s leadership.
2. May assist in the development or provision of specialized education and training for the CITY’s providers.
3. May serve as a consultant to the CITY’s 911 Communications Center. The Medical Director shall review, as requested, any EMS dispatch incidents in consultation with the 911 Center’s leadership. In addition, the Medical Director participates in tape audits and the evaluation of new dispatch protocols and/or procedures as requested.
4. May be made aware of and will serve as a consultant in the planning and response to any EMS special event in which the CITY serves as the emergency medical provider.
5. May oversee the clinical aspects of the CITY’s Mobile Community Healthcare Program (MCHP) and will be immediately available or arrange for an appropriate individual to be immediately available for consultation regarding any patient enrolled in that program.
6. In collaboration with the CITY’s Chief responsible for EMS, may ensure that the CITY’s policies designed to minimize the risk of exposure to blood borne pathogens are state-of-the art. Together, recommendations for changes in policy, protocol, or protective equipment are made to the CITY Chief to mitigate the likelihood of exposure to blood-borne pathogens.
7. May serve as advocate for the CITY’s role in promoting Public Access Defibrillation and CPR training for the CITY.
8. May take on additional responsibilities or projects as requested by the CITY Chief following approval of the BioTel/EMS System Medical Director.

C. Hours and Rates

1. The minimum number of hours provided to CITY for off-line medical direction will be three (3) hours.
2. Additional hours for off-line medical direction will be provided at an hourly rate of \$180.00 per hour.

Business Associate Addendum  
to  
Interlocal Agreement

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

RECITALS

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

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

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

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

AGREEMENT

1. Terms Used. Terms used, but not otherwise defined, in this Addendum, shall have the same meaning as those terms in the HIPAA Rules.
2. Permitted Uses and Disclosures of PHI. Except as otherwise limited in the Agreement or this Addendum, Business Associate may Use and/or Disclose PHI to perform the functions, activities, or services for or on behalf of Covered Entity as specified in the Agreement provided that such Use and/or Disclosure would not violate the HIPAA Rules if done by Covered Entity. All other Uses or Disclosures not authorized by the Agreement or this Addendum are prohibited.
3. Business Associate agrees to:

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

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

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

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

3.5. Provide access (at the request of, and in a reasonable time and manner designated by, Covered Entity) to PHI in a Designated Record Set in order to meet the requirements under 45 C.F.R. 164.524. In the event an Individual submits a request for access directly to Business Associate, Business Associate shall promptly forward the request to Covered Entity through its Privacy Officer. Business Associate is not required to provide access to PHI if it does not maintain a Designated Record Set on behalf of Covered Entity.

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

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

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

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

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

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

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

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

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

4. Covered Entity agrees to:

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

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

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

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

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

6. LIABILITY LIMITATIONS. All parties agree to be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any sovereign immunity, governmental immunity or available defenses available to the parties under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the parties, or their employees, agents or officers shall be determined in accordance with comparative responsibility laws of Texas.

7. Term and Termination.

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

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

### 7.3. Effect of Termination.

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

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

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

### 9. Miscellaneous.

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

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

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

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

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

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

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

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

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

**Covered Entity**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

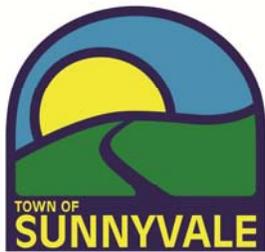
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# Town of Sunnyvale

October 24, 2016

Prepared By: Rashad Jackson, AICP  
Director of Development Services

## Summary

**APPLICANT:** DAVID SURDUKAN – SURDUKAN SURVEYING  
**AT OR ABOUT:** 222 COLLINS ROAD – SOUTH OF NANCE ROAD  
 AND EAST OF COLLINS ROAD  
**REQUEST:** MINOR PLAT – SUNNYVALE AG BARN (S.I.S.D.)

## Background

The applicant is requesting approval for a minor plat in order to construct an Ag Barn for the Sunnyvale Independent School District. The building will be used by FFA students. The site is located south of Nance Road and east of Collins Road on the north end of the overall school site. The applicant proposes to construct a 3,000 sq.ft. barn at the subject location. The proposed plat adheres to the standards set forth in the zoning and subdivision ordinance.

## Public Notice

Public notice was provided to the Town's Official Newspaper for publication on September 28, 2016. Letters were also sent to property owners within 400' of the subject property. The total number of letters sent was twenty-two (22). As of the release of the staff memo, one (1) response in favor had been received.

## Staff Recommendation

1. Town staff recommends approval of the minor plat. The proposed plat meets the standards set forth in the zoning & subdivision ordinance.
2. A request for a temporary gravel driveway was approved with the development site plan. The proposed driveway should meet the weight capacity standards for fire truck and EMS access. A permanent concrete drive shall be constructed for the FFA facility within 90 days of a definitive decision for the possible abandonment / future of Nance Road or within 90 days of the extension of Housel Lane to the eastern school boundary.

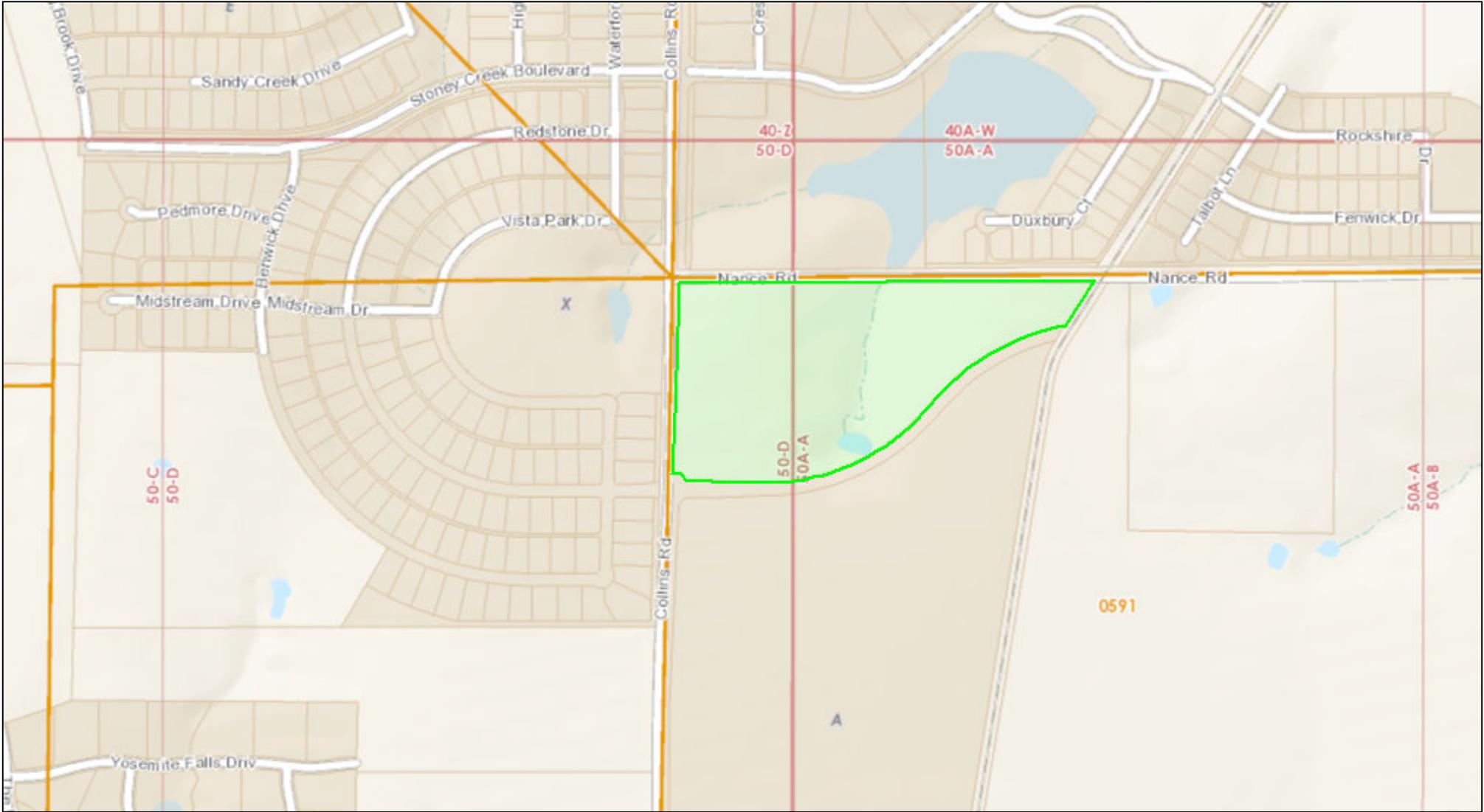
## Attachments

Location map  
Site Plan Exhibits

# ag barn

DCAD ID: 65059104010010000

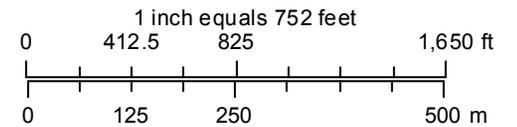
Date of copy: 9/7/2016



This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



Dallas Central Appraisal District  
 2949 N Stemmons Freeway  
 Dallas, TX 75247-6195  
 (214) 631-1342  
[www.dallascad.org](http://www.dallascad.org)



DCAD, NCTCOG, USGS, Esri, Inc

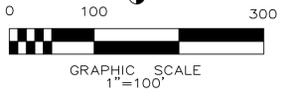
NOTICE: Selling any portion of this addition by metes and bounds is a violation of town subdivision ordinance and State platting statutes, and is subject to fines and withholding of utilities and building certificates.

Table with columns: CURVE, DELTA ANGLE, RADIUS, ARC LENGTH, CHORD BEARING, CHORD LENGTH. Contains curve data for C1 through C9.

BASIS OF BEARINGS: The bearings are based on the Special Warranty Deed with Vendor's Lien as recorded in Volume 2002-241, Page 05844, Deed Records of Dallas County, Texas.

LEGEND: CRM = CONTROLLING MONUMENT, CURS = CAPPED 1/2" IRON ROD SET STAMPED (4613), IRF = IRON ROD FOUND

Table with columns: LINE BEARING, DISTANCE. Lists line bearings and distances for lines L1 through L9.



CERTIFICATE OF APPROVAL

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF SUNNYVALE, TEXAS, on this the \_\_\_\_ day of \_\_\_\_\_, 2016.

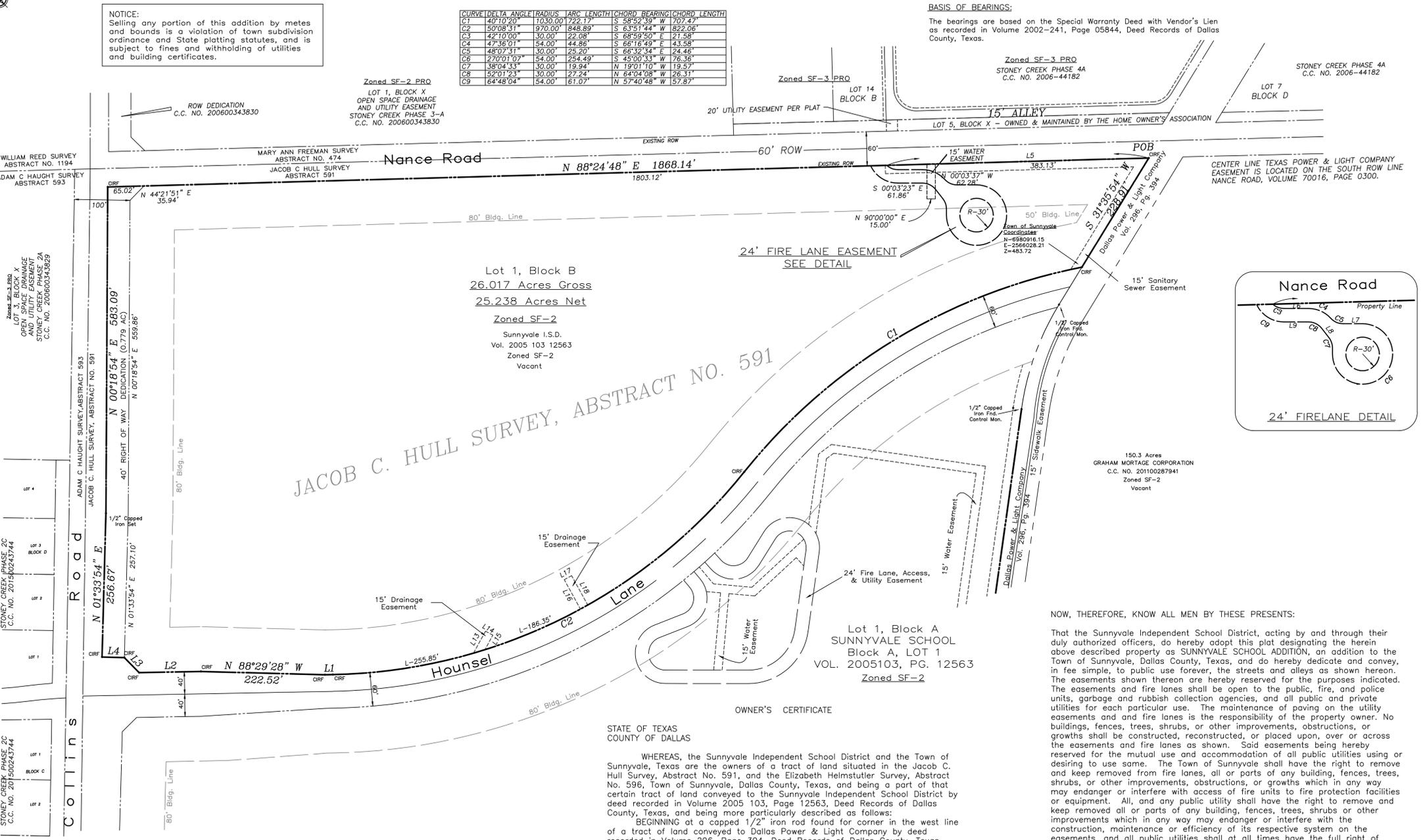
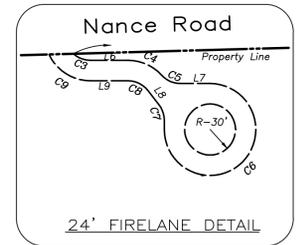
Chairman, Planning and Zoning Commission

APPROVED BY THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS on this the \_\_\_\_ day of \_\_\_\_\_, 2016.

Mayor

ATTEST:

Town Secretary



NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the Sunnyvale Independent School District, acting by and through their duly authorized officers, do hereby adopt this plat designating the herein above described property as SUNNYVALE SCHOOL ADDITION, an addition to the Town of Sunnyvale, Dallas County, Texas, and do hereby dedicate and convey, in fee simple, to public use forever, the streets and alleys as shown hereon. The easements shown hereon are hereby reserved for the purposes indicated. The easements and fire lanes shall be open to the public, fire, and police units, garbage and rubbish collection agencies, and all public and private utilities for each particular use. The maintenance of paving on the utility easements and and fire lanes is the responsibility of the property owner. No buildings, fences, trees, shrubs, or other improvements, obstructions, or growths shall be constructed, reconstructed, or placed upon, over or across the easements and fire lanes as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same. The Town of Sunnyvale shall have the right to remove and keep removed from fire lanes, all or parts of any building, fences, trees, shrubs, or other improvements, obstructions, or growths which in any way may endanger or interfere with access of fire units to fire protection facilities or equipment. All, and any public utility shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs or other improvements which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right of ingress and egress to or from and upon said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. (Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance or service required or ordinarily performed by that utility). Water main and wastewater easement shall also include additional area of working space for construction and maintenance of the systems. Additional easement area is also conveyed for installation and maintenance of manholes, cleanouts, fire hydrants, water services an wastewater services from the main to the curb or pavement line, and description of such additional easements herein granted shall be determined by their location as installed. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the Town of Sunnyvale, Texas.

Witness my hand at \_\_\_\_\_, this the \_\_\_\_ day of \_\_\_\_\_, 2016.

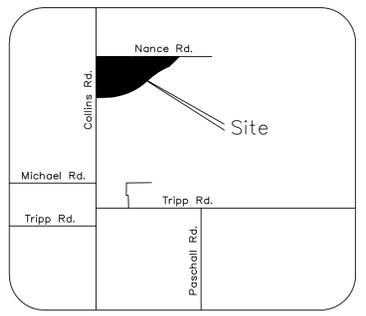
Sunnyvale Independent School District  
By:

STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the \_\_\_\_ day of \_\_\_\_\_, 2016.

Notary Public in and for the State of Texas



VICINITY MAP NTS

MINOR PLAT  
SUNNYVALE  
AG-BARN ADDITION  
Lot 1, Block B  
26.017 Acres Situated In The  
JACOB C. HULL SURVEY ~ ABST. 591  
SUNNYVALE, DALLAS COUNTY, TEXAS

Owners  
Sunnyvale Independent School District  
417 East Tripp Road  
Sunnyvale, Texas 75182  
Telephone 972 226-7601

Surveyor  
Surdukan Surveying, Inc.  
PO Box 126  
Anna, Texas 75409  
Telephone 972 924-8200  
September 23, 2016

SCALE 1" = 100'

JOB No. 2016-91

STATE OF TEXAS  
COUNTY OF DALLAS

WHEREAS, the Sunnyvale Independent School District and the Town of Sunnyvale, Texas are the owners of a tract of land situated in the Jacob C. Hull Survey, Abstract No. 591, and the Elizabeth Helmstutler Survey, Abstract No. 596, Town of Sunnyvale, Dallas County, Texas, and being a part of that certain tract of land conveyed to the Sunnyvale Independent School District by deed recorded in Volume 2005 103, Page 12563, Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a capped 1/2" iron rod found for corner in the west line of a tract of land conveyed to Dallas Power & Light Company by deed recorded in Volume 296, Page 394, Deed Records of Dallas County, Texas, said point being the northeast corner of a tract of land conveyed to the Sunnyvale Independent School District, said iron rod being in the south Right Of Way line of Nance Road (60' ROW);

THENCE S 31°35'54" W a distance of 228.91' to a capped 1/2" iron rod stamped "4613" found for corner at the beginning of a non tangent curve to the left, said iron rod being in the north Right Of Way line of Honsel Lane (60' ROW);

THENCE along said curve to the left following the north ROW line of Honsel Lane through a central angle of 40°10'20", a radius of 1030.00, an arc length of 722.17.; with a chord bearing of S 58°52'39" W.; and a chord length of 707.47' to a capped 1/2" iron rod stamped "4613" found for corner at the beginning of a curve to the right;

THENCE along said curve to the right following the north ROW line of Honsel Lane through a central angle of 50°08'31", a radius of 970.00, an arc length of 848.89, with a chord bearing of S 63°51'44" W, and a chord length of 822.06' to a capped 1/2" iron rod stamped "4613" found for corner;

THENCE S 88°56'00" W following the north ROW line of Honsel Lane a distance of 14.29' to a capped 1/2" iron rod stamped "4613" found for corner;

THENCE N 88°29'28" W following the north ROW line of Honsel Lane a distance of 222.52' to a capped 1/2" iron rod stamped "4613" found for corner;

THENCE S 88°56'00" W following the north ROW line of Honsel Lane a distance of 110.82' to a capped 1/2" iron rod stamped "4613" found for corner;

THENCE N 44°45'03" W following the north ROW line of Honsel Lane a distance of 37.71' to a capped 1/2" iron rod stamped "4613" found for corner;

THENCE N 88°26'06" W following the north ROW line of Honsel Lane a distance of 39.99' to a capped 1/2" iron rod stamped "4613" found for corner at the intersection on the north ROW line of Honsel Lane and the east ROW line of Collins Road (100' ROW);

THENCE N 01°33'54" E following the east ROW line of Collins Road a distance of 256.67' to a capped 1/2" iron rod stamped "4613" found for corner;

THENCE N 00°18'54" E following the east ROW line of Collins Road a distance of 583.09' to a capped 1/2" iron rod stamped "4613" found for corner at the intersection of the east ROW line of Collins Road and the south ROW line of Nance Road;

THENCE N 88°24'48" E following the south ROW line of Nance Road a distance of 1868.14' to the POINT OF BEGINNING, and containing 1,133,306 Square Feet or 26.017 Acres of land.

SURVEYOR'S CERTIFICATE

I, David J. Surdukan, Registered Professional Land Surveyor, do hereby certify that the plot shown hereon accurately represents the results of an on-the-ground survey made in March 2005, under my direction and supervision, and further certify that all corners are as shown thereon, and that said plot has been prepared in accordance with the platting rules and regulations of the Town of Sunnyvale, Texas. No interior lot corners were staked for the filing of this plat:

DATE: This the \_\_\_\_ day of \_\_\_\_\_, 2016.

David J. Surdukan  
Registration No. 4613

STATE OF TEXAS  
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared David J. Surdukan, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this the \_\_\_\_ day of \_\_\_\_\_, 2016.

Notary Public in and for the State of Texas



**Notice of Application for Minor Plat  
Town of Sunnyvale  
Planning & Zoning Commission**

The Town of Sunnyvale has received a request by David Surdukan for approval of a minor plat for the Sunnyvale Ag Barn. The request is for the development of a FFA barn for the Sunnyvale Independent School District. The location of the development is shown on the included map.

The Planning and Zoning Commission will hear this application on Monday, October 17, 2016 and the Town Council will consider the application on either Monday, October 24, 2016 or Monday, November 14, 2016. The hearings will be conducted in open session at Town Hall, 127 Collins Road at 7:00 P.M. If you have comments on this application, you may present them in person at these meetings or you may submit written comments at any time on or before the date of the hearings.

The application and supporting documents are on file at Town Hall and may be examined at no charge. For further information contact Rashad Jackson, Director of Development Services at (972) 203-4103 or [rashad.jackson@townofsunnyvale.org](mailto:rashad.jackson@townofsunnyvale.org).

I am in favor of the Minor plat

I am opposed to the Minor plat

Explanation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature:

*David Lassen Jr*

Printed Name:

David Lassen Jr

Address:

412 Duxbury Ct

Date:

10/14/2016

23



# Town of Sunnyvale

Prepared By: Leslie Black

**Summary:**

**DISCUSS AND CONSIDER APPOINTMENTS TO THE TOWN'S BOARD OF ADJUSTMENTS AND PLANNING & ZONING COMMISSION.**

**Background:**

**Analysis:**

On September 12, 2016, the Town Council made appointments to the Boards and Commissions and left one vacancy each on the Board of Adjustments and the Planning & Zoning Commission.

One alternate vacancy remains on the Town's Planning & Zoning Commission. Resident Lauren Becker has expressed an interest in serving on P&Z.

The Town Council also needs to appoint a chairperson for the Board of Adjustments. Current member James Golder has stated he is interested in serving as the Chair.

**Fiscal Impact:**

None.

**Staff Recommendation:**

None.

TOWN OF SUNNYVALE BOARD OF ADJUSTMENTS					
TITLE	MEMBER	ORIG. APPT.	TERM EXP.	TERM LIMIT	SERVE AGAIN
	JEAN HOLT	2016	2018	2022	
	JOHN NOSTER	2014	2018	2020	
	NICK SLOAN	2016	2018	2022	
	JAMES GOLDER	2012	2017	2018	
	DEE BLACKWOOD	2016	2017	2022	
	JACK KIRKLAND	2016	2018	2022	
	AUSTEN IRROBALI	2015	2017	2021	

TOWN OF SUNNYVALE PLANNING & ZONING COMMISSION					
TITLE	MEMBER	ORIG. APPT.	TERM EXP.	TERM LIMIT	SERVE AGAIN
MEMBER	ANTHONY OKAFOR	2014	2018	2022	
MEMBER	KEN DEMKO	2011	2018	2019	
MEMBER	SHINEY DANIEL	2015	2017	2023	
MEMBER	JOHN PEASE	2013	2017	2021	
MEMBER	JOSH SANDLER	2015	2018	2021	
MEMBER	SARAH MITCHELL	2016	2017	2022	
MEMBER	KING MOSS	2015	2017	2023	
ALTERNATE	VACANT		2018		
ALTERNATE	DON KLINE	2015	2017		

TOWN OF SUNNYVALE 4A DEVELOPMENT CORPORATION					
TITLE	MEMBER	ORIG. APPT.	TERM EXP.	TERM LIMIT	SERVE AGAIN
MEMBER	TERRI SHATTER	2011	2017	2019	
MEMBER	K. PAUL CASH	2014	2018	2022	
MEMBER	ROSS MIRACLE	2016	2018	2024	
MEMBER	G. FRANKLIN WEEKS	2013	2017	2021	
MEMBER	T.J. TRECEK	2013	2017	2021	

TOWN OF SUNNYVALE 4B DEVELOPMENT CORPORATION					
TITLE	MEMBER	ORIG. APPT.	TERM EXP.	TERM LIMIT	SERVE AGAIN
MEMBER	POLLYE HUNTER	2014	2018	2022	
MEMBER	NIKI ANTHONY	2015	2017	2023	
MEMBER	ERIK WYSE	2016	2018	2024	
MEMBER	MARK VAN VESSEM	2013	2017	2021	
MEMBER	MICHAEL GIORDANO	2011	2018	2019	
MEMBER	JAVIER TORRES	2012	2018	2020	
MEMBER	SARAH BRADFORD	2013	2017	2021	

TOWN OF SUNNYVALE LIBRARY BOARD					
TITLE	MEMBER	ORIG. APPT.	TERM EXP.	TERM LIMIT	SERVE AGAIN
MEMBER	MEAGAN SKIDMORE	2016	2018	NONE	
MEMBER	SHAYNE KASSELMAN	2016	2017	NONE	
MEMBER	ALICE CHARALES		2018	NONE	
MEMBER	RAJAN PHILIP	2011	2017	NONE	
MEMBER	RANDY FERGUSON	2008	2018	NONE	
MEMBER	ANN SMITH	2012	2018	NONE	
MEMBER	KATIE FRAZIER	2010	2017	NONE	
ALTERNATE	VACANT		2018	NONE	
ALTERNATE	KATHERYN MARTIN	2016	2017	NONE	



## TOWN OF SUNNYVALE Council Appointment Fact Sheet 2016

Appointment Sought: Board of Adjustment

**Personal Information:**

Name: Lauren Becker

Address: 304 Town East Blvd.

Telephone: 972 203 5746 cell: 972 679 2184

Sunnyvale Resident Since (mm/yy): childhood - since 1990 adult - since 2008

Occupation: Attorney/private investigator Email: laurenbecker08@gmail.com

**Background:**

**Prior/Current involvement in Town Government or related activities:**

**Other related experience:**

- Member of facility planning committee - we advise the SISD school board on bond proposals for needed capital improvements

**Interest & Ability** • Member of Superintendent's roundtable committee - provide parent's perspective on issues impacting SISD

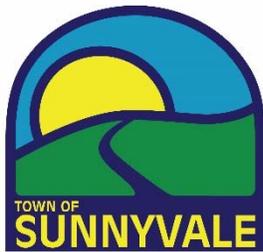
**Why are you interested in serving in this capacity?**

I have been looking for an opportunity to become involved with Town activities. There is a need for new members on this committee, and the integrity of Sunnyvale's architectural and zoning plans is a very important part of preserving the unique nature of our Town.

What do you feel you can contribute to the position?  
My legal background uniquely qualifies me to serve here. I can understand and interpret and apply the Town's zoning ordinance.

**Are there specific results you would like to accomplish as a member of this Board or Commission? If so, what are they?**

Sure. First, I'd like to help the Town Council achieve its comprehensive goals by upholding the ordinances that have been enacted and their application to specific properties. I would also appreciate being a part of the discretionary decision-making. We don't want to issue blanket denials of variances when, for example, the architectural design of a home or building could have positive significance.



# Town of Sunnyvale

Prepared By: Sean Fox, Town Manager

## Summary:

**DISCUSS AND CONSIDER AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT FOR ENGINEERING SERVICES FOR THE TOWN OF SUNNYVALE**

## Background

The Town of Sunnyvale has utilized the services of Freese & Nichols for its engineering services since October 2013. The previous contract, which expired on September 30, 2016 included a total of 1,040 hours (20 hours per week) at a cost of \$152,880. The updated contract encompasses the same terms, conditions and number of total hours at a 3 ½% increase in cost (\$158,231).

At a previous budget session, Council inquired about the likelihood the Town could employ a full time engineer at the same or reduced cost. A sampling of neighboring communities provided showed Town/City Engineers salaries ranging from \$88,012 to \$185,359 with an average salary of \$117,185. Factoring in administrative & benefit costs (Insurance, TMRS, Payroll Taxes, Workers Comp, Buy Back, Unemployment), the average cost is \$152,340.

In addition to the salary, administrative and benefits costs, if the Town were to employ an in-house engineer, it would be recommended to budget \$10,000 to \$20,000 per year for a general services (on-call) contract for specialized engineering help (structural, geotechnical, transportation, environmental, etc.) that is usually beyond the expertise of a typical Town Engineer.

Under the current contract, the Town Engineer has been able to allocate hours within the contract towards specialists without negatively impacting the work load required of him. Additionally, FNI has software and expertise that would not normally be available to a smaller town, such as keeping our GIS maps up to date and studying the future Town East alignment. If done in-house, the Town would require both software and an employee(s) with the ability to effectively utilize the software.

Securing a general service (on-call) contract with a larger/multidiscipline consulting engineer firm would provide the Town access to experts in all Civil Engineering disciplines as well as perform specialized work when needed.

## Fiscal Impact

Budgeted

## Staff Recommendation

Staff recommends approval

## Attachments

- Agreement for Professional Services for Engineering Services prepared by Freese & Nichols.

**AGREEMENT FOR PROFESSIONAL SERVICES**

STATE OF TEXAS §

COUNTY OF TARRANT §

This AGREEMENT is entered into by the Town of Sunnyvale, hereinafter called "TOWN" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the AGREEMENTS herein, the parties agree as follows:

I. **EMPLOYMENT OF FNI:** In accordance with the terms of this AGREEMENT: TOWN agrees to employ FNI; FNI agrees to perform professional services in connection with the Project; TOWN agrees to pay to FNI compensation. The Project is described as follows: TOWN Engineering Services

II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC - Scope of Services and Responsibilities of TOWN which is attached to and made a part of this AGREEMENT.

III. **COMPENSATION:** TOWN agrees to pay FNI for all professional services rendered under this AGREEMENT in accordance with Attachment CO - Compensation which is attached hereto and made a part of this AGREEMENT. FNI shall perform professional services as outlined in the "Scope of Services" for a total fee of \$158,230.80. Details concerning the fee are included in Attachment CO.

If FNI's services are delayed or suspended by TOWN, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this AGREEMENT has been revised.

IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the TOWN and FNI.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than TOWN and FNI, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of TOWN and FNI and not for the benefit of any other party.

This AGREEMENT constitutes the entire AGREEMENT between TOWN and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts.

IN TESTIMONY HEREOF, they have executed this AGREEMENT, the \_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

**Town of Sunnyvale**  
(TOWN)

\_\_\_\_\_

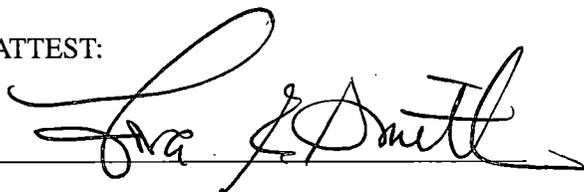
By: \_\_\_\_\_

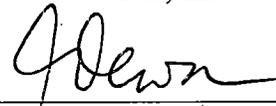
Leslie Black, Town Secretary

Sean P. Fox, Town Manager

ATTEST:

**Freese and Nichols, Inc.**  
(FNI)



By: 

John F. Dewar, P.E., S.E., Vice President  
Print or Type Name and Title

## ATTACHMENT SC

**SCOPE OF SERVICES AND RESPONSIBILITIES OF TOWN****ARTICLE I**

Freese and Nichols, Inc. is engaging with the Town of Sunnyvale, Texas (TOWN) to provide professional engineering services in an on-call capacity to address engineering and development issues impacting the TOWN, from both a physical or design aspect, as a result of general growth within the community, new development, redevelopment or from issues external but affecting the TOWN. Freese and Nichols, Inc. (FNI) will address such issues by providing concise recommendations to the TOWN, as well as serve on behalf of the TOWN at meetings, public hearings or other formal TOWN business.

It is understood that FNI is being engaged to verify that plans and plats prepared by others, and submitted by others for TOWN's approval, meet ordinances in place at the time FNI reviewed the same plans and plats. FNI will be performing a very limited review of these documents, and does not represent or certify them for any other purpose than to verify that the plan and plats as illustrated and described meet TOWN's ordinances in place at the time these plans and plats are reviewed.

**RECURRING SERVICES:** FNI will provide the following services, at the TOWN's request, on a regular and recurring basis. All recurring work and meetings are to be held based on the schedule shown in A below, unless otherwise requested by the TOWN and scheduling is agreed-to by FNI's staff in advance:

- A. Provide 20 hours of engineer's time per week. Engineer shall typically be at TOWN's offices one (1) day or eight (8) hours per week. The remaining twelve (12) hours per week of engineer's time will be flexible to meet the needs of the TOWN, either being spent in TOWN's offices or in FNI offices. It is further understood that FNI's Designated Representative, as defined in Article V, will provide on average a maximum of twelve (12) hours service per week with the remaining eight (8) hours per week to be provided as needed by other qualified FNI staff. The specific schedule for the Sunnyvale office days will be determined and mutually agreed-to by TOWN and FNI. During the duration of the contract, these days may be modified by mutual agreement.
- B. Attend meetings at the Town Manager's request with entities such as TxDOT, Dallas County, and surrounding communities to provide input on engineering issues.
- C. Provide site observation of TOWN projects under construction and prepare site visit documentation.
- D. Prepare design plans for TOWN projects as time allows and per the expertise of staff available. If specialized expertise is needed or project deadlines require staffing beyond the typical 18 hours per week, a task order may be necessary and will be discussed with the Town Manager before work is begun.
- E. Review/understand local ordinances and development codes. Assist staff in development process, review, and recommendations as requested by the TOWN.
- F. Attend TOWN Council or Planning and Zoning Commission meetings as requested by TOWN (and as scheduled in advance with FNI per Section A above) to provide engineering advisement and to answer questions concerning comments and recommendations on the subject Projects.
- G. Assist in processing PLAT/ZONING/VARIANCES/ANNEXATION STUDIES/BUILDING SITE PLANS – If assigned by TOWN, FNI will assist staff in reviews per TOWN approved process outlined in general terms below.

1. Assist staff in review of applications that are assigned by TOWN for administrative completeness.
  2. Assist staff in review of subject plans for general compliance with TOWN's Development Codes and Ordinances and Master Plans.
  3. Offer to the TOWN suggestions on potential impacts governed by other TOWN departments and regulatory agencies as may be noticed during review of plans. Offer recommendations on input from these agencies, if applicable.
  4. Assist staff in development of comments in written format to the TOWN for the subject plans, based upon the review. Include applicable comments previously generated from TOWN review of the project.
  5. Correspond with the developer's representative, engineer or surveyor (as applicable), as may be needed, for implementation of the comments from TOWN and FNI, as directed by TOWN.
  6. Assist staff in review of resubmitted applications to verify that all comments have been addressed, and to verify that revisions do not cause internal conflicts or new issues.
  7. Document meetings and telephone calls with applicants.
- H. Attend weekly Development Review Meetings as requested by the TOWN (all meetings to be held in conjunction with the weekly trip to the TOWN and time period shown in A.1., unless otherwise requested by the TOWN and scheduling is agreed-to by FNI's planner in advance).
- I. Attend a pre-application and/or pre-design meeting with applicants, as directed by the TOWN, such meetings are to provide applicants with necessary criteria and guidelines to be used in preparing applications and plans (all meetings to be held in conjunction with the weekly trip to the TOWN and time period shown in A.1., unless otherwise requested by the TOWN and scheduling is agreed-to by FNI's planner in advance).
- J. Attend a weekly Comment Review Meeting if requested by the TOWN (all meetings to be held in conjunction with the weekly trip to the TOWN and time period shown in A.1., unless otherwise requested by the TOWN and scheduling is agreed-to by FNI's planner in advance).
- K. Provide a concise, one-page monthly or bi-weekly (as directed by the TOWN) report to TOWN of all active Projects (in a format to be mutually agreed-to).

## ARTICLE II

**ADDITIONAL SERVICES:** Additional Services to be performed by FNI, if authorized by TOWN, which are not included in the above described basic services, are described as follows:

- A. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- B. Preparing data and reports for assistance to TOWN in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.

- C. Assisting TOWN in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- D. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
- E. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the TOWN.
- F. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

### ARTICLE III

**TIME OF COMPLETION:** FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to serve as the TOWN's engineer for the Fiscal Year 2016-17 (October 1, 2016 through September 30, 2017).

### ARTICLE IV

**RESPONSIBILITIES OF TOWN:** TOWN shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as TOWN's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define TOWN's policies and decisions with respect to FNI's services for the Project.
- B. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.
- C. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as TOWN deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- D. Give prompt written notice to FNI whenever TOWN observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this AGREEMENT or other services as required.
- E. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

**DESIGNATED REPRESENTATIVES:** FNI and TOWN designate the following representatives:

TOWN's Designated Representative

Sean P. Fox, Town Manager  
127 N. Collins Road  
Sunnyvale, Texas 75182  
Phone: 972-226-7177  
E-mail: sean.fox@townofsunnyvale.org

TOWN's Accounting Representative

Liz Hopkins  
127 N. Collins Road  
Sunnyvale, Texas 75182  
Phone: 972-226-7177  
E-mail: liz.hopkins@townofsunnyvale.org

FNI's Designated Representative

Justin Brown, P.E.  
5805 Main Street, Ste. B  
Frisco, Texas 75034  
Phone: 972-624-9213  
E-mail: justin.brown@freese.com

FNI's Accounting Representative

Stephanie Steinmetz  
2711 N. Haskell Ave., Suite 3300  
Dallas, TX 75204  
Phone: 214-217-2212  
E-mail: stephanie.steinmetz@freese.com

FNI   
TOWN \_\_\_\_\_

## ATTACHMENT CO

## COMPENSATION

Compensation to FNI for Basic Services outlined in Attachment SC shall be the monthly lump sum of \$13,185.90, based on 20 hours per week of effort. Additional services beyond those covered in the 20 hours per week allocation will be considered Additional Services. FNI will notify TOWN for their approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

**Schedule of Charges:**

<b><u>Position</u></b>	<b><u>Rate</u></b>
Professional - 1	107
Professional - 2	130
Professional - 3	146
Professional - 4	169
Professional - 5	197
Professional - 6	225
Construction Manager - 1	85
Construction Manager - 2	111
Construction Manager - 3	131
Construction Manager - 4	164
CAD Technician/Designer - 1	91
CAD Technician/Designer - 2	117
CAD Technician/Designer - 3	145
Corporate Project Support - 1	87
Corporate Project Support - 2	105
Corporate Project Support - 3	139
Intern/ Coop	53

**Rates for In-House Services****Technology Charge**

\$8.50 per hour

**Travel**

Standard IRS Rates

**Bulk Printing and Reproduction**

Black and White	\$0.10 per copy
Color	\$0.25 per copy
Plot - Bond	\$2.50 per plot
Plot - Color	\$5.75 per plot
Plot - Other	\$5.00 per plot
Binding	\$0.25 per binding

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

**These rates will be adjusted annually.**

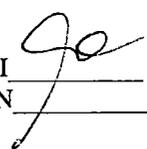
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**TERMS AND CONDITIONS OF AGREEMENT**

- 1. **DEFINITIONS:** The term Town as used herein refers to the Town of Sunnyvale, Texas. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the AGREEMENT.
- 2. **CHANGES:** Town, without invalidating the AGREEMENT, may order changes within the general scope of the WORK required by the AGREEMENT by altering, adding to and/or deducting from the WORK to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the AGREEMENT, an equitable adjustment will be made by mutual agreement and the AGREEMENT modified in writing accordingly.
- 3. **TERMINATION:** The obligation to provide services under this AGREEMENT may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
- 4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
- 5. **INFORMATION FURNISHED BY TOWN:** Town will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Town and Town agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Town, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Town to FNI that FNI may reasonably discover in its review and inspection thereof.
- 6. **INSURANCE:** FNI shall provide to Town certificates of insurance which shall contain the following minimum coverage (All limits in thousands):

<b>Commercial General Liability</b>	<b>Workers' Compensation</b>
General Aggregate      \$2,000	Each Accident      \$500
 <b>Automobile Liability (Any Auto)</b>	 <b>Professional Liability</b>
CSL      \$1,000	\$3,000 Annual Aggregate

- 7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, Town determines that any subcontractor for FNI is incompetent or undesirable, Town will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the AGREEMENT shall create any contractual relation between any subcontractor and Town.
- 8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this AGREEMENT shall be the property of the Town upon payment of FNI's fees for services. FNI may retain copies for record purposes. Town agrees such documents are not intended or represented to be suitable for reuse by Town or others. Any reuse by Town or by those who obtained said documents from Town without written verification or adaptation by FNI will be at Town's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Town shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this AGREEMENT in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Town, and FNI shall indemnify and hold harmless Town from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

FNI \_\_\_\_\_  
 TOWN \_\_\_\_\_  


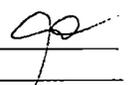
9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this AGREEMENT, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the AGREEMENT, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect Town against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to Town, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If Town designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this AGREEMENT before the Construction Phase of the Project begins.
12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to TOWN and in acceptance of the services as satisfactory by the TOWN. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this AGREEMENT will be added to FNI's compensation.

If TOWN fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to TOWN, suspend services under this AGREEMENT until FNI has been paid in full, all amounts due for services, expenses and charges.

13. **ARBITRATION:** No arbitration arising out of, or relating to, this AGREEMENT involving one party to this AGREEMENT may include the other party to this AGREEMENT without their approval.
14. **SUCCESSORS AND ASSIGNMENTS:** TOWN and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of TOWN and FNI are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this AGREEMENT.

Neither TOWN nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.

15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this AGREEMENT. Should there be any conflict between the Purchase Order and the terms of this AGREEMENT, then this AGREEMENT shall prevail and shall be determinative of the conflict.

FNI   
TOWN 