



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS FEBRUARY 4, 2014 1:30 P.M.**

CONSENT AGENDA

- * Approval of minutes – January 21, 2014

- * Confirmation of committee appointments

Belinda Taylor would be appointed to the Library Commission. The term would commence February 4, 2014 and expire February 3, 2016. (Councilmember Audwin M. Samuel)

Vertress C. Slack would be appointed to the Convention and Tourism Advisory Board. The term would commence February 4, 2014 and expire February 3, 2016. (Councilmember Gethrel Williams-Wright)

Kevin Roy would be reappointed to the Community Development Advisory Committee. The current term would expire February 1, 2016. (Councilmember Alan B. Coleman)

- A) Approve a resolution approving the purchase of liquid chlorine from DXI Industries, Inc., of Houston for use by the Water Utilities Department

- B) Approve a resolution approving the purchase of two air compressors from Volvo Construction Equipment & Services of Houston for use by the Water Utilities Department

- C) Approve a resolution authorizing the City Manager to enter into a contract with Legacy Community Development Corporation for the acquisition of a home for sale or lease-purchase and a contract for operating expenses utilizing HOME funds from the U.S. Department of Housing and Urban Development

- D) Approve a resolution authorizing the City Manager to execute all documents necessary to accept funding from the Texas Department of State Health Services for the amendment of the Tuberculosis Prevention Control/Federal Grant to the Beaumont Public Health Department

- E) Approve a resolution authorizing the City Manager to execute documents related to a Memorandum of Understanding between the City of Beaumont and Sabine Oaks Home

- F) Approve a resolution authorizing the City Manager to execute documents related to a Memorandum of Understanding between the City of Beaumont and the Beaumont Independent School District
- G) Approve a resolution authorizing the City Manager to execute documents related to a Memorandum of Understanding between the City of Beaumont and College Street Health Care
- H) Approve a resolution authorizing the City Manager to execute documents related to a Memorandum of Understanding between the City of Beaumont and Spring Creek Nursing & Rehab
- I) Approve a resolution authorizing the City Manager to execute documents related to a Memorandum of Understanding between the City of Beaumont and Oaks of Beaumont
- J) Approve a resolution authorizing the City Manager to execute documents related to a Memorandum of Understanding between the City of Beaumont and Raintree Tower
- K) Approve a resolution authorizing the City Manager to execute documents related to a Memorandum of Understanding between the City of Beaumont and Altus Hospice
- L) Approve a resolution authorizing the City Manager to execute documents related to a Memorandum of Understanding between the City of Beaumont and Clairmont Beaumont, LLC
- M) Approve a resolution authorizing the City Manager to enter into a Memorandum of Understanding with the Texas A&M Forest Service

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the following appointments be made:

<u>Appointment</u>	<u>Commission</u>	<u>Beginning of Term</u>	<u>Expiration of Term</u>
Belinda Taylor	Library Commission	02/04/14	02/03/16
Vertress C. Slack	Convention and Tourism Advisory Board	02/04/14	02/03/16

THAT the following reappointment be made:

<u>Reappointment</u>	<u>Commission</u>	<u>Beginning of Term</u>	<u>Expiration of Term</u>
Kevin Roy	Community Development Advisory Committee	02/04/14	02/01/16

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 4th day of
February, 2014.

- Mayor Becky Ames -



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: February 4, 2014

REQUESTED ACTION: Council consider a resolution approving the purchase of liquid chlorine from DXI Industries, Inc., of Houston, in the amount of \$96,000 for use by the Water Utilities Department.

BACKGROUND

Bids were requested for a six (6) month contract to supply water treatment chemicals. Liquid chlorine is used to disinfect and purify the City's water supply and to sanitize the City's sewage discharge. Five (5) vendors were notified; one (1) vendor submitted bids. The contract is to furnish liquid chlorine at the fixed unit price of \$640.00 per ton. The price for the previous six (6) months was \$447.90 per ton, an increase of \$192.10 per ton. There are no local suppliers of this product. Bid tabulation is as follows:

VENDOR	TONS	PRICE/TON	TOTAL
DXI Industries Houston , TX	150	\$640.00	\$96,000.00

FUNDING SOURCE

Water Utilities Fund.

RECOMMENDATION

Approval of resolution.



**CITY OF BEAUMONT, BEAUMONT, TEXAS
PURCHASING DIVISION BID TABULATION**

Six Month Contract for Water Treatment Chemical - Liquid Chlorine

Six Month Contract for Water Treatment Chemical - Liquid Chlorine

BF0114-09

Thursday, January 23, 2014

Bid Name:

Bid Number:

Bid Opening:

Contact Person:

Robert (Bob) Hollar, Buyer II
rhollar@ci.beaumont.tx.us
Phone: 409-880-3758

Vendor	DXI Industries Houston
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ITEM	DESCRIPTION	QTY	Unit Price	Extended Price
1	Liquid Chlorine	150	\$ 640.00	\$ 96,000.00
TOTAL BID			\$	96,000.00
Cylinder rental			\$	n/a
Cylinder Deposit			\$	n/a

NOTE: AWARDED VENDOR IS HIGHLIGHTED.

No Response: FSTI, CC3, Univar, PPG Industries, Altrivia

RESOLUTION NO.

WHEREAS, bids were solicited for a six (6) month contract for the purchase of liquid chlorine for use by the Water Utilities Department; and,

WHEREAS, DXI Industries, Inc., of Houston, Texas, submitted a bid in the unit amount shown below:

VENDOR	TONS	PRICE / TON	TOTAL
DXI Industries Houston, TX	150	\$640.00	\$96,000.00

;and,

WHEREAS, City Council is of the opinion that the bid submitted by DXI Industries, Inc., of Houston, Texas, should be accepted;

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

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the bid submitted by DXI Industries, Inc., of Houston, Texas, for a six (6) month contract for the purchase of liquid chlorine in the unit price shown above for an estimated total expenditure of \$96,000.00 be accepted by the City of Beaumont.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 4th day of February, 2014.

- Mayor Becky Ames -



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: February 4, 2014

REQUESTED ACTION: Council consider a resolution approving the purchase of two (2) air compressors from Volvo Construction Equipment & Services of Houston in the amount of \$85,506 for use by the Water Utilities Department.

BACKGROUND

The compressors will be used for pipe bursting work as new pipe is pulled in to rehabilitate existing lines. The two new compressors replace older units which have become unsuited for further service due to age and condition. The old equipment will be disposed of according to the City's surplus equipment disposal policy.

Pricing for the compressors was obtained through the Houston-Galveston Area Council (H-GAC), a cooperative purchasing association providing cities and political subdivisions with the means to purchase specialized equipment at volume pricing. H-GAC complies with State of Texas procurement statutes.

Warranty for the compressors is one (1) year or 2,000 hours. Warranty service is provided by the dealer. Delivery is expected in approximately thirty (30) days.

FUNDING SOURCE

Financing will be obtained during fiscal year 2014 for the compressors as well as multiple other pieces of equipment for various City departments.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Council hereby approves the purchase of two (2) air compressors for use by the Water Utilities Department from Volvo Construction Equipment & Services, of Houston, Texas, in the amount of \$85,506 through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 4th day of February, 2014.

- Mayor Becky Ames -



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Chris Boone, Planning & Community Development Director

MEETING DATE: February 4, 2014

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to enter into a contract with Legacy Community Development Corporation for the acquisition of a home for sale or lease-purchase and a contract for operating expenses utilizing HOME funds from the U.S. Department of Housing and Urban Development.

BACKGROUND

The City of Beaumont receives an annual allocation of HOME Investments Partnerships funds from the U. S. Department of Housing and Urban Development (HUD) and has previously awarded contracts for acquisition or construction of housing to be sold to eligible low-to-moderate income families under lease-purchase agreements. Federal regulations require that a minimum of fifteen percent (15%) of the City's total HOME fund allocation be contracted to Community Housing Development Organizations (CHDO's) for eligible CHDO activities.

Legacy Community Development Corporation (Legacy CDC), a certified CHDO, is seeking to stabilize neighborhoods, particularly in the north end, by providing home ownership opportunities for low-to-moderate income families. Funding in the amount of \$58,651 will enable Legacy to acquire a single-family home that will be offered for sale or lease-purchase to an eligible low-to-moderate income family. In addition, Legacy is requesting \$19,550 for the CHDO's daily operating expenses. Operating funds will also be used for homebuyer counseling and neighborhood outreach. Planning & Community Development's Housing Division staff will be responsible for monitoring Legacy for HOME Program compliance.

FUNDING SOURCE

Funding is available from the 2013 HOME Program.

RECOMMENDATION

Approval of the resolution.



**Legacy Community
Development Corporation**

January 9, 2014

This letter is being written to request 2013 HOME CHDO Reserve funding in the amounts of:

CHDO Reserve: \$58,651	Acquisition of 1 rental property
CHDO Operating: \$19,550	Staff salaries

If you have any questions, please feel free to contact me at 409-365-9850.

Sincerely,



Vivian Ballou
Executive Director

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute a contract with Legacy Community Development Corporation (Legacy CDC) in the amount of \$58,651 for acquisition of one (1) property for sale or lease/purchase to an eligible low-to-moderate income family and a contract with Legacy Community Development Corporation (Legacy CDC) in the amount of \$19,550 for related operating expenses, said contracts to be funded from the 2013 HOME Program.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 4th day of February, 2014.

- Mayor Becky Ames -



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Sherry Ulmer, Public Health Director

MEETING DATE: February 4, 2014

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute all documents necessary to accept funding from the Texas Department of State Health Services (DSHS) for the amendment of the Tuberculosis Prevention Control/Federal (TB/PC) Grant in the amount of \$35,281 awarded to the Beaumont Public Health Department.

BACKGROUND

The Texas Department of State Health Services has awarded the Beaumont Public Health Department additional grant funds for the Tuberculosis Prevention Control/Federal (TB/PC) Grant, an increase from \$21,679 to \$35,281. The funding from this grant will assist the Beaumont Public Health Department develop and provide services and associated activities for the prevention and control of tuberculosis (TB) in accordance with federal funding requirements.

FUNDING SOURCE

Not Applicable.

RECOMMENDATION

Approval of the resolution.

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2014-001382-01**



This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Beaumont Public Health Department (Contractor), a Governmental, (collectively, the Parties) entity.

- 1. Purpose of the Contract:** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.
- 2. Total Amount:** The total amount of this Contract is \$35,281.00.
- 3. Funding Obligation:** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
- 4. Term of the Contract:** This Contract begins on 09/01/2013 and ends on 08/31/2014. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
- 5. Authority:** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
- 6. Program Name:** TB/PC-FED Tuberculosis Prevention and Control-Federal

RESOLUTION NO.

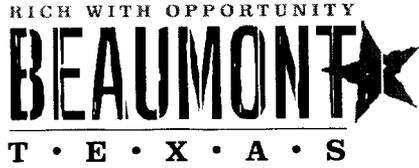
BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute all documents necessary to accept funding from the Texas Department of State Health Services (DSHS) in the revised amount of \$35,281.00 for the amendment of the Tuberculosis Prevention Control/Federal (TB/PC-FED) grant.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 4th day of February, 2014.

- Mayor Becky Ames -



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Sherry Ulmer, Public Health Director

MEETING DATE: February 4, 2014

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute documents related to a Memorandum of Understanding (MOU) between the City of Beaumont and Sabine Oaks Home.

BACKGROUND

The City of Beaumont Public Health Department would like to enter into an agreement with Sabine Oaks Home whereas in the event of a Public Health Emergency in the State of Texas, local and regional health and medical infrastructure and associated resources will be quickly committed to providing the necessary supporting strategies of effective management and distribution of the Strategic National Stockpile (SNS). The term of this MOU is five years from the date of execution.

FUNDING SOURCE

Not Applicable.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute a Memorandum of Understanding between the City of Beaumont and Sabine Oaks Home to provide the necessary supporting strategies of effective management and distribution of the Strategic National Stockpile (SNS) in the event of a Public Health Emergency in the State of Texas. Said Memorandum of Agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 4th day of February, 2014.

- Mayor Becky Ames -

MEMORANDUM OF UNDERSTANDING

Between

City of Beaumont

And Sabine Oaks Home

This Memorandum of Understanding (MOU) between the City of Beaumont and Sabine Oaks Home witnesses that:

Whereas, the City of Beaumont is authorized to enter into agreements with other government entities, the private sector, and private, non-profit entities to ensure an expedient, effective, and coordinated response to any natural or man-made disaster; and

Whereas in the event of a Public Health Emergency event in the State of Texas, local and regional health and medical infrastructure and associated resources will be quickly committed to providing the necessary treatment and supporting strategies to effectively respond to a potential evolving event or to support the response to an actual event;

Whereas the existing local and regional medical and health infrastructure will also be compromised due to lack of adequate staff, equipment, and pharmaceutical support available due to the impacts and demands of the event;

Whereas resources from the state, federal, and private sector will be quickly mobilized to augment local and regional medical and health resources and support the effective management and distribution of the Strategic National Stockpile (SNS);

Now therefore, the parties agree as follows:

A. Definitions:

- **Push Site** - During a public health emergency that requires preventive medications be provided to large numbers of people, a **Push Site** is a facility within a jurisdiction that is designated to either receive medication or to pick up medication in order to provide it to a group of people who would otherwise have to travel to a point of dispensing (POD) to receive the preventive medication. Push sites must have medical or pharmacy personnel and volunteers capable of providing the preventive medications to the facility population, staff, and others as locally determined.
 - **RSS Push Site** – Receives medications directly from the State RSS warehouse facility.
 - **Local Push Site** – Picks up medications from a pre-determined site away from the general public. May receive a delivery of the medications from the initial delivery site, **IF** such delivery plans have been made by the local health department.

B. Use of Facility and staff:

- As a Local Push Site, Sabine Oaks Home agrees to send designated staff to a pre-determined location that has been agreed to by the City of Beaumont and Sabine Oaks Home, to pick up the SNS materials, supplies, antibiotics, and/or vaccines. Sabine Oaks Home agrees to provide the City of Beaumont with names and identifying information of those staff who are designated to pick up the SNS materials, supplies, antibiotics, and/or vaccines.
- As a Local Push Site, Sabine Oaks Home agrees to make arrangements to provide security escorts for their staff if appropriate and available.
- Sabine Oaks Home agrees to provide the City of Beaumont with the estimated total number of people (adults and children) who will receive preventive medications at Sabine Oaks Home so that an appropriate amount of SNS material may be ordered.
- Sabine Oaks Home agrees to be responsible for maintaining the physical security and integrity of the SNS materials received and to comply with the handling instructions provided by the City of Beaumont.
- Sabine Oaks Home agrees to return unopened, unused antibiotics and/or vaccine to the City of Beaumont Public.
- Sabine Oaks Home agrees to use the Health History forms provided by the City of Beaumont Public Health Department and to submit copies of the completed Health History forms to the City of Beaumont following the public health emergency.
- Sabine Oaks Home agrees to develop a detailed plan and/or Standard Operating Guideline for providing preventive medications to its population, staff, and others during a public health emergency that requires preventive medications be provided to large numbers of people in the jurisdiction where Sabine Oaks Home is located and further agrees to allow the City of Beaumont to review its plan and/or Standard Operating Guideline.

C. City of Beaumont:

- The City of Beaumont agrees to ship preventive medications for Sabine Oaks Home to the pre-designated location where staff of Sabine Oaks Home, a Local Push Site, will pick up the materials, based on the apportionment and pre-determined, estimated number of people (children and adults) to receive preventive medication at Sabine Oaks Home.
- The City of Beaumont agrees to provide training on mass dispensing/mass vaccination to Sabine Oaks Home medical or pharmacy personnel and other staff and volunteers, prior to a public health emergency, if the training is requested.

- The City of Beaumont agrees to provide instructions and standing delegation orders to Sabine Oaks Home.
- The City of Beaumont agrees to provide Health History forms to Sabine Oaks Home and to accept completed Health History forms from Sabine Oaks Home following the public health emergency.
- The City of Beaumont agrees to receive unopened, unused antibiotics and/or vaccine from Sabine Oaks Home following the public health emergency.

D. Contact Information:

- Sabine Oaks Home agrees to provide the City of Beaumont with the appropriate facility 24-hour per day 7-day per week contact information, and update this information as necessary.
- The City of Beaumont agrees to provide Sabine Oaks Home with the contact information of those who are authorized to notify Sabine Oaks Home in the event of an emergency requiring the use of Sabine Oaks Home as a Push Site.

E. Confidentiality: To the extent allowed by the law, the Parties agree that they will not disclose this agreement and that the subject matter of this agreement is sensitive and confidential. This document is maintained by or for a governmental entity for the purpose of responding to an act of terrorism and relates to a tactical plan of governmental providers and thus should be confidential under Government Code §418.176(a)(2).

F. Duration of Agreement: The term of this MOU is five years from the date of the initial agreement. Renewal for additional one year terms shall be automatic unless one party terminates as provided in section H.

G. Program Review: A review will be conducted following a disaster event or within a six-month period after the effective date of this agreement. Any mutually agreed upon adjustments to this agreement will be made at that time. At the end of the five years, and if it is mutually desired, this agreement may be negotiated for a longer term. Any changes at the facility that may impact the execution of this agreement will be conveyed to the primary contacts to this agreement, identified below, or their designees, as soon as possible.

H. Amendments: This agreement may be amended at any time by signature approval of the parties signatory hereto, or their respective designee.

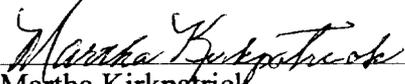
I. Termination of Agreement: Any Party may unilaterally withdraw at any time from this MOU, except as stipulated above, by transmitting a signed statement to that effect to the other Parties. This MOU and the public/private partnership created thereby shall be considered terminated thirty (30) days from the date the non-withdrawing Party actually receives the notice of withdrawal from the withdrawing Party.

J. Primary Contacts: The Parties intend that the work under this MOU shall be carried out in the most efficient manner possible. To that end, the Parties intend to designate individuals that will serve as primary contacts between the Parties. The Parties intend that, to the maximum extent possible and unless otherwise approved by the other Party, all significant communications between the Parties shall be made through the primary contacts or their designees. The designated primary contacts for each Party are:

City of Beaumont

Sabine Oaks Home

Sabine Oaks Home
Public Health Director
950 Washington Blvd
Beaumont, Texas 77705
(409)832-4000



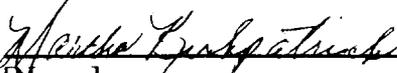
Martha Kirkpatrick
Administrator
1945 Pennsylvania
Beaumont, Texas 77701
(409)833-1383

K. Capacity to Enter into Agreement: The persons executing this Memorandum of Understanding on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this Memorandum of Understanding on behalf of the entity for which they sign.

City of Beaumont

[Name of Facility]
SABINE OAKS HOME

Kyle Hayes
City Manager



[Name]
Title: Administrator

Date



Date



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Sherry Ulmer, Public Health Director

MEETING DATE: February 4, 2014

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute documents related to a Memorandum of Understanding (MOU) between the City of Beaumont and the Beaumont Independent School District.

BACKGROUND

The City of Beaumont Public Health Department would like to enter into an agreement with the Beaumont Independent School District whereas in the event of a Public Health Emergency in the State of Texas, local and regional health and medical infrastructure and associated resources will be quickly committed to providing the necessary supporting strategies of effective management and distribution of the Strategic National Stockpile (SNS). The term of this MOU is five years from the date of execution.

FUNDING SOURCE

Not Applicable.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute a Memorandum of Understanding between the City of Beaumont and Beaumont Independent School District to provide the necessary supporting strategies of effective management and distribution of the Strategic National Stockpile (SNS) in the event of a Public Health Emergency in the State of Texas. Said Memorandum of Agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 4th day of February, 2014.

- Mayor Becky Ames -

MEMORANDUM OF UNDERSTANDING

Between

City of Beaumont

And Beaumont Independent School District

This Memorandum of Understanding (MOU) between the City of Beaumont and Beaumont Independent School District witnesses that:

Whereas, the City of Beaumont is authorized to enter into agreements with other government entities, the private sector, and private, non-profit entities to ensure an expedient, effective, and coordinated response to any natural or man-made disaster; and

Whereas in the event of a Public Health Emergency event in the State of Texas, local and regional health and medical infrastructure and associated resources will be quickly committed to providing the necessary treatment and supporting strategies to effectively respond to a potential evolving event or to support the response to an actual event;

Whereas the existing local and regional medical and health infrastructure will also be compromised due to lack of adequate staff, equipment, and pharmaceutical support available due to the impacts and demands of the event;

Whereas resources from the state, federal, and private sector will be quickly mobilized to augment local and regional medical and health resources and support the effective management and distribution of the Strategic National Stockpile (SNS);

Now therefore, the parties agree as follows:

A. Definitions:

- Push Site - During a public health emergency that requires preventive medications be provided to large numbers of people, a **Push Site** is a facility within a jurisdiction that is designated to either receive medication or to pick up medication in order to provide it to a group of people who would otherwise have to travel to a point of dispensing (POD) to receive the preventive medication. Push sites must have medical or pharmacy personnel and volunteers capable of providing the preventive medications to the facility population, staff, and others as locally determined.
 - RSS Push Site – Receives medications directly from the State RSS warehouse facility.
 - Local Push Site – Picks up medications from a pre-determined site away from the general public. May receive a delivery of the medications from the initial delivery site, **IF** such delivery plans have been made by the local health department.

B. Use of Facility and staff:

- As a Local Push Site, Beaumont Independent School District agrees to send designated staff to a pre-determined location that has been agreed to by the City of Beaumont and Beaumont Independent School District, to pick up the SNS materials, supplies, antibiotics, and/or vaccines. Beaumont Independent School District agrees to provide the City of Beaumont with names and identifying information of those staff who are designated to pick up the SNS materials, supplies, antibiotics, and/or vaccines.
- As a Local Push Site, Beaumont Independent School District agrees to make arrangements to provide security escorts for their staff if appropriate and available.
- Beaumont Independent School District agrees to provide the City of Beaumont with the estimated total number of people (adults and children) who will receive preventive medications at Beaumont Independent School District so that an appropriate amount of SNS material may be ordered.
- Beaumont Independent School District agrees to be responsible for maintaining the physical security and integrity of the SNS materials received and to comply with the handling instructions provided by the City of Beaumont.
- Beaumont Independent School District agrees to return unopened, unused antibiotics and/or vaccine to the City of Beaumont Public.
- Beaumont Independent School District agrees to use the Health History forms provided by the City of Beaumont Public Health Department and to submit copies of the completed Health History forms to the City of Beaumont following the public health emergency.
- Beaumont Independent School District agrees to develop a detailed plan and/or Standard Operating Guideline for providing preventive medications to its population, staff, and others during a public health emergency that requires preventive medications be provided to large numbers of people in the jurisdiction where Beaumont Independent School District is located and further agrees to allow the City of Beaumont to review its plan and/or Standard Operating Guideline.

C. City of Beaumont:

- The City of Beaumont agrees to ship preventive medications for Beaumont Independent School District to the pre-designated location where staff of Beaumont Independent School District, a Local Push Site, will pick up the materials, based on the apportionment and pre-determined, estimated number of people (children and adults) to receive preventive medication at Beaumont Independent School District.

- The City of Beaumont agrees to provide training on mass dispensing/mass vaccination to Beaumont Independent School District medical or pharmacy personnel and other staff and volunteers, prior to a public health emergency, if the training is requested.
- The City of Beaumont agrees to provide instructions and standing delegation orders to Beaumont Independent School District.
- The City of Beaumont agrees to provide Health History forms to Beaumont Independent School District and to accept completed Health History forms from Beaumont Independent School District following the public health emergency.
- The City of Beaumont agrees to receive unopened, unused antibiotics and/or vaccine from Beaumont Independent School District following the public health emergency.

D. Contact Information:

- Beaumont Independent School District agrees to provide the City of Beaumont with the appropriate facility 24-hour per day 7-day per week contact information, and update this information as necessary.
- The City of Beaumont agrees to provide Beaumont Independent School District with the contact information of those who are authorized to notify Beaumont Independent School District in the event of an emergency requiring the use of Beaumont Independent School District as a Push Site.

E. Confidentiality: To the extent allowed by the law, the Parties agree that they will not disclose this agreement and that the subject matter of this agreement is sensitive and confidential. This document is maintained by or for a governmental entity for the purpose of responding to an act of terrorism and relates to a tactical plan of governmental providers and thus should be confidential under Government Code §418.176(a)(2).

F. Duration of Agreement: The term of this MOU is five years from the date of the initial agreement. Renewal for additional one year terms shall be automatic unless one party terminates as provided in section H.

G. Program Review: A review will be conducted following a disaster event or within a six-month period after the effective date of this agreement. Any mutually agreed upon adjustments to this agreement will be made at that time. At the end of the five years, and if it is mutually desired, this agreement may be negotiated for a longer term. Any changes at the facility that may impact the execution of this agreement will be conveyed to the primary contacts to this agreement, identified below, or their designees, as soon as possible.

H. Amendments: This agreement may be amended at any time by signature approval of the parties signatory hereto, or their respective designee.

I. Termination of Agreement: Any Party may unilaterally withdraw at any time from this MOU, except as stipulated above, by transmitting a signed statement to that effect to the other

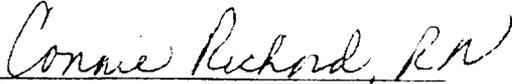
Parties. This MOU and the public/private partnership created thereby shall be considered terminated thirty (30) days from the date the non-withdrawing Party actually receives the notice of withdrawal from the withdrawing Party.

J. Primary Contacts: The Parties intend that the work under this MOU shall be carried out in the most efficient manner possible. To that end, the Parties intend to designate individuals that will serve as primary contacts between the Parties. The Parties intend that, to the maximum extent possible and unless otherwise approved by the other Party, all significant communications between the Parties shall be made through the primary contacts or their designees. The designated primary contacts for each Party are:

City of Beaumont

Beaumont Independent School District

Sherry Ulmer
Public Health Director
950 Washington Blvd
Beaumont, Texas 77705
(409)832-4000



Connie Richard
Director of BISD Health Services
4315 Concord Rd.
Beaumont, TX 77703
(409) 617-5226

K. Capacity to Enter into Agreement: The persons executing this Memorandum of Understanding on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this Memorandum of Understanding on behalf of the entity for which they sign.

City of Beaumont

Beaumont Independent School District

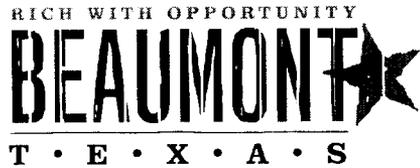
Kyle Hayes
City Manager



Timothy B. Chargois, Ed.D.
Superintendent of Schools, Beaumont ISD

Date

January 6, 2014
Date



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Sherry Ulmer, Public Health Director

MEETING DATE: February 4, 2014

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute documents related to a Memorandum of Understanding (MOU) between the City of Beaumont and College Street Health Care.

BACKGROUND

The City of Beaumont Public Health Department would like to enter into an agreement with College Street Health Care whereas in the event of a Public Health Emergency in the State of Texas, local and regional health and medical infrastructure and associated resources will be quickly committed to providing the necessary supporting strategies of effective management and distribution of the Strategic National Stockpile (SNS). The term of this MOU is five years from the date of execution.

FUNDING SOURCE

Not Applicable.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute a Memorandum of Understanding between the City of Beaumont and College Street Health Care to provide the necessary supporting strategies of effective management and distribution of the Strategic National Stockpile (SNS) in the event of a Public Health Emergency in the State of Texas. Said Memorandum of Agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 4th day of February, 2014.

- Mayor Becky Ames -

MEMORANDUM OF UNDERSTANDING

Between

City of Beaumont

And College Street Health Care

This Memorandum of Understanding (MOU) between the City of Beaumont and College Street Health Care witnesses that:

Whereas, the City of Beaumont is authorized to enter into agreements with other government entities, the private sector, and private, non-profit entities to ensure an expedient, effective, and coordinated response to any natural or man-made disaster; and

Whereas in the event of a Public Health Emergency event in the State of Texas, local and regional health and medical infrastructure and associated resources will be quickly committed to providing the necessary treatment and supporting strategies to effectively respond to a potential evolving event or to support the response to an actual event;

Whereas the existing local and regional medical and health infrastructure will also be compromised due to lack of adequate staff, equipment, and pharmaceutical support available due to the impacts and demands of the event;

Whereas resources from the state, federal, and private sector will be quickly mobilized to augment local and regional medical and health resources and support the effective management and distribution of the Strategic National Stockpile (SNS);

Now therefore, the parties agree as follows:

A. Definitions:

- Push Site - During a public health emergency that requires preventive medications be provided to large numbers of people, a **Push Site** is a facility within a jurisdiction that is designated to either receive medication or to pick up medication in order to provide it to a group of people who would otherwise have to travel to a point of dispensing (POD) to receive the preventive medication. Push sites must have medical or pharmacy personnel and volunteers capable of providing the preventive medications to the facility population, staff, and others as locally determined.
 - RSS Push Site – Receives medications directly from the State RSS warehouse facility.
 - Local Push Site -- Picks up medications from a pre-determined site away from the general public. May receive a delivery of the medications from the initial delivery site, **IF** such delivery plans have been made by the local health department.

B. Use of Facility and staff:

- As a Local Push Site, College Street Health Care agrees to send designated staff to a pre-determined location that has been agreed to by the City of Beaumont and College Street Health Care, to pick up the SNS materials, supplies, antibiotics, and/or vaccines. College Street Health Care agrees to provide the City of Beaumont with names and identifying information of those staff who are designated to pick up the SNS materials, supplies, antibiotics, and/or vaccines.
- As a Local Push Site, College Street Health Care agrees to make arrangements to provide security escorts for their staff if appropriate and available.
- College Street Health Care agrees to provide the City of Beaumont with the estimated total number of people (adults and children) who will receive preventive medications at College Street Health Care so that an appropriate amount of SNS material may be ordered.
- College Street Health Care agrees to be responsible for maintaining the physical security and integrity of the SNS materials received and to comply with the handling instructions provided by the City of Beaumont.
- College Street Health Care agrees to return unopened, unused antibiotics and/or vaccine to the City of Beaumont Public.
- College Street Health Care agrees to use the Health History forms provided by the City of Beaumont Public Health Department and to submit copies of the completed Health History forms to the City of Beaumont following the public health emergency.
- College Street Health Care agrees to develop a detailed plan and/or Standard Operating Guideline for providing preventive medications to its population, staff, and others during a public health emergency that requires preventive medications be provided to large numbers of people in the jurisdiction where College Street Health Care is located and further agrees to allow the City of Beaumont to review its plan and/or Standard Operating Guideline.

C. City of Beaumont:

- The City of Beaumont agrees to ship preventive medications for College Street Health Care to the pre-designated location where staff of College Street Health Care, a Local Push Site, will pick up the materials, based on the apportionment and pre-determined, estimated number of people (children and adults) to receive preventive medication at College Street Health Care.
- The City of Beaumont agrees to provide training on mass dispensing/mass vaccination to College Street Health Care medical or pharmacy personnel and other staff and volunteers, prior to a public health emergency, if the training is requested.

- The City of Beaumont agrees to provide instructions and standing delegation orders to College Street Health Care.
- The City of Beaumont agrees to provide Health History forms to College Street Health Care and to accept completed Health History forms from College Street Health Care following the public health emergency.
- The City of Beaumont agrees to receive unopened, unused antibiotics and/or vaccine from College Street Health Care following the public health emergency.

D. Contact Information:

- College Street Health Care agrees to provide the City of Beaumont with the appropriate facility 24-hour per day 7-day per week contact information, and update this information as necessary.
- The City of Beaumont agrees to provide College Street Health Care with the contact information of those who are authorized to notify College Street Health Care in the event of an emergency requiring the use of College Street Health Care as a Push Site.

E. Confidentiality: To the extent allowed by the law, the Parties agree that they will not disclose this agreement and that the subject matter of this agreement is sensitive and confidential. This document is maintained by or for a governmental entity for the purpose of responding to an act of terrorism and relates to a tactical plan of governmental providers and thus should be confidential under Government Code §418.176(a)(2).

F. Duration of Agreement: The term of this MOU is five years from the date of the initial agreement. Renewal for additional one year terms shall be automatic unless one party terminates as provided in section H.

G. Program Review: A review will be conducted following a disaster event or within a six-month period after the effective date of this agreement. Any mutually agreed upon adjustments to this agreement will be made at that time. At the end of the five years, and if it is mutually desired, this agreement may be negotiated for a longer term. Any changes at the facility that may impact the execution of this agreement will be conveyed to the primary contacts to this agreement, identified below, or their designees, as soon as possible.

H. Amendments: This agreement may be amended at any time by signature approval of the parties signatory hereto, or their respective designee.

I. Termination of Agreement: Any Party may unilaterally withdraw at any time from this MOU, except as stipulated above, by transmitting a signed statement to that effect to the other Parties. This MOU and the public/private partnership created thereby shall be considered terminated thirty (30) days from the date the non-withdrawing Party actually receives the notice of withdrawal from the withdrawing Party.

J. Primary Contacts: The Parties intend that the work under this MOU shall be carried out in the most efficient manner possible. To that end, the Parties intend to designate individuals that will serve as primary contacts between the Parties. The Parties intend that, to the maximum extent possible and unless otherwise approved by the other Party, all significant communications between the Parties shall be made through the primary contacts or their designees. The designated primary contacts for each Party are:

City of Beaumont

College Street Health Care

Sherry Ulmer
Public Health Director
950 Washington Blvd
Beaumont, Texas 77705
(409)832-4000



Jerri Clements
Director of Nursing
4150 College St.
Beaumont, Texas 77707
(409)824-2244

K. Capacity to Enter into Agreement: The persons executing this Memorandum of Understanding on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this Memorandum of Understanding on behalf of the entity for which they sign.

City of Beaumont

[Name of Facility]

Kyle Hayes
City Manager

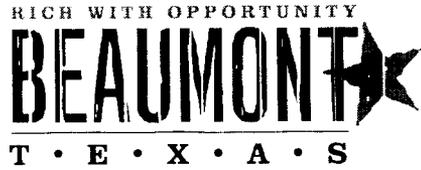


[Name] Paula Rivers, LNFA, CBBW
Title: Administrator

Date

6/12/13

Date



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Sherry Ulmer, Public Health Director

MEETING DATE: February 4, 2014

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute documents related to a Memorandum of Understanding (MOU) between the City of Beaumont and Spring Creek Nursing & Rehab.

BACKGROUND

The City of Beaumont Public Health Department would like to enter into an agreement with Spring Creek Nursing & Rehab whereas in the event of a Public Health Emergency in the State of Texas, local and regional health and medical infrastructure and associated resources will be quickly committed to providing the necessary supporting strategies of effective management and distribution of the Strategic National Stockpile (SNS). The term of this MOU is five years from the date of execution.

FUNDING SOURCE

Not Applicable.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute a Memorandum of Understanding between the City of Beaumont and Spring Creek Nursing & Rehab to provide the necessary supporting strategies of effective management and distribution of the Strategic National Stockpile (SNS) in the event of a Public Health Emergency in the State of Texas. Said Memorandum of Agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 4th day of February, 2014.

- Mayor Becky Ames -

MEMORANDUM OF UNDERSTANDING

Between

City of Beaumont

And Spring Creek Nursing & Rehab

This Memorandum of Understanding (MOU) between the City of Beaumont and Spring Creek Nursing & Rehab witnesses that:

Whereas, the City of Beaumont is authorized to enter into agreements with other government entities, the private sector, and private, non-profit entities to ensure an expedient, effective, and coordinated response to any natural or man-made disaster; and

Whereas in the event of a Public Health Emergency event in the State of Texas, local and regional health and medical infrastructure and associated resources will be quickly committed to providing the necessary treatment and supporting strategies to effectively respond to a potential evolving event or to support the response to an actual event;

Whereas the existing local and regional medical and health infrastructure will also be compromised due to lack of adequate staff, equipment, and pharmaceutical support available due to the impacts and demands of the event;

Whereas resources from the state, federal, and private sector will be quickly mobilized to augment local and regional medical and health resources and support the effective management and distribution of the Strategic National Stockpile (SNS);

Now therefore, the parties agree as follows:

A. Definitions:

- Push Site - During a public health emergency that requires preventive medications be provided to large numbers of people, a **Push Site** is a facility within a jurisdiction that is designated to either receive medication or to pick up medication in order to provide it to a group of people who would otherwise have to travel to a point of dispensing (POD) to receive the preventive medication. Push sites must have medical or pharmacy personnel and volunteers capable of providing the preventive medications to the facility population, staff, and others as locally determined.
 - RSS Push Site – Receives medications directly from the State RSS warehouse facility.
 - Local Push Site – Picks up medications from a pre-determined site away from the general public. May receive a delivery of the medications from the initial delivery site. **IF** such delivery plans have been made by the local health department.

B. Use of Facility and staff:

- As a Local Push Site, Spring Creek Nursing & Rehab agrees to send designated staff to a pre-determined location that has been agreed to by the City of Beaumont and Spring Creek Nursing & Rehab, to pick up the SNS materials, supplies, antibiotics, and/or vaccines. Spring Creek Nursing & Rehab agrees to provide the City of Beaumont with names and identifying information of those staff who are designated to pick up the SNS materials, supplies, antibiotics, and/or vaccines.
- As a Local Push Site, Spring Creek Nursing & Rehab agrees to make arrangements to provide security escorts for their staff if appropriate and available.
- Spring Creek Nursing & Rehab agrees to provide the City of Beaumont with the estimated total number of people (adults and children) who will receive preventive medications at Spring Creek Nursing & Rehab so that an appropriate amount of SNS material may be ordered.
- Spring Creek Nursing & Rehab agrees to be responsible for maintaining the physical security and integrity of the SNS materials received and to comply with the handling instructions provided by the City of Beaumont.
- Spring Creek Nursing & Rehab agrees to return unopened, unused antibiotics and/or vaccine to the City of Beaumont Public.
- Spring Creek Nursing & Rehab agrees to use the Health History forms provided by the City of Beaumont Public Health Department and to submit copies of the completed Health History forms to the City of Beaumont following the public health emergency.
- Spring Creek Nursing & Rehab agrees to develop a detailed plan and/or Standard Operating Guideline for providing preventive medications to its population, staff, and others during a public health emergency that requires preventive medications be provided to large numbers of people in the jurisdiction where Spring Creek Nursing & Rehab is located and further agrees to allow the City of Beaumont to review its plan and/or Standard Operating Guideline.

C. City of Beaumont:

- The City of Beaumont agrees to ship preventive medications for Spring Creek Nursing & Rehab to the pre-designated location where staff of Spring Creek Nursing & Rehab, a Local Push Site, will pick up the materials, based on the apportionment and pre-determined, estimated number of people (children and adults) to receive preventive medication at Spring Creek Nursing & Rehab.
- The City of Beaumont agrees to provide training on mass dispensing/mass vaccination to Spring Creek Nursing & Rehab medical or pharmacy personnel and other staff and volunteers, prior to a public health emergency, if the training is requested.

- The City of Beaumont agrees to provide instructions and standing delegation orders to Spring Creek Nursing & Rehab.
- The City of Beaumont agrees to provide Health History forms to Spring Creek Nursing & Rehab and to accept completed Health History forms from Spring Creek Nursing & Rehab following the public health emergency.
- The City of Beaumont agrees to receive unopened, unused antibiotics and/or vaccine from Spring Creek Nursing & Rehab following the public health emergency.

D. Contact Information:

- Spring Creek Nursing & Rehab agrees to provide the City of Beaumont with the appropriate facility 24-hour per day 7-day per week contact information, and update this information as necessary.
- The City of Beaumont agrees to provide Spring Creek Nursing & Rehab with the contact information of those who are authorized to notify Spring Creek Nursing & Rehab in the event of an emergency requiring the use of Spring Creek Nursing & Rehab as a Push Site.

E. Confidentiality: To the extent allowed by the law, the Parties agree that they will not disclose this agreement and that the subject matter of this agreement is sensitive and confidential. This document is maintained by or for a governmental entity for the purpose of responding to an act of terrorism and relates to a tactical plan of governmental providers and thus should be confidential under Government Code §418.176(a)(2).

F. Duration of Agreement: The term of this MOU is five years from the date of the initial agreement. Renewal for additional one year terms shall be automatic unless one party terminates as provided in section H.

G. Program Review: A review will be conducted following a disaster event or within a six-month period after the effective date of this agreement. Any mutually agreed upon adjustments to this agreement will be made at that time. At the end of the five years, and if it is mutually desired, this agreement may be negotiated for a longer term. Any changes at the facility that may impact the execution of this agreement will be conveyed to the primary contacts to this agreement, identified below, or their designees, as soon as possible.

H. Amendments: This agreement may be amended at any time by signature approval of the parties signatory hereto, or their respective designee.

I. Termination of Agreement: Any Party may unilaterally withdraw at any time from this MOU, except as stipulated above, by transmitting a signed statement to that effect to the other Parties. This MOU and the public/private partnership created thereby shall be considered terminated thirty (30) days from the date the non-withdrawing Party actually receives the notice of withdrawal from the withdrawing Party.

J. Primary Contacts: The Parties intend that the work under this MOU shall be carried out in the most efficient manner possible. To that end, the Parties intend to designate individuals that will serve as primary contacts between the Parties. The Parties intend that, to the maximum extent possible and unless otherwise approved by the other Party, all significant communications between the Parties shall be made through the primary contacts or their designees. The designated primary contacts for each Party are:

City of Beaumont

Spring Creek Nursing & Rehab

Sherry Ulmer
Public Health Director
950 Washington Blvd
Beaumont, Texas 77705
(409)832-4000


Kerrie Holmes
Director of Nursing
2660 Brickyard
Beaumont, Texas 77713
(409)892-1533

K. Capacity to Enter into Agreement: The persons executing this Memorandum of Understanding on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this Memorandum of Understanding on behalf of the entity for which they sign.

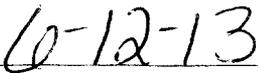
City of Beaumont

Spring Creek Nursing and Rehab

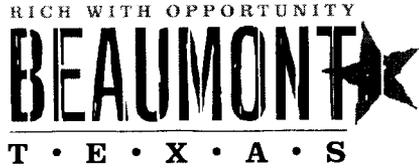
Kyle Hayes
City Manager


Kerrie Holmes RN
Director of Nursing

Date



Date



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Sherry Ulmer, Public Health Director

MEETING DATE: February 4, 2014

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute documents related to a Memorandum of Understanding (MOU) between the City of Beaumont and Oaks of Beaumont.

BACKGROUND

The City of Beaumont Public Health Department would like to enter into an agreement with Oaks of Beaumont whereas in the event of a Public Health Emergency in the State of Texas, local and regional health and medical infrastructure and associated resources will be quickly committed to providing the necessary supporting strategies of effective management and distribution of the Strategic National Stockpile (SNS). The term of this MOU is five years from the date of execution.

FUNDING SOURCE

Not Applicable.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute a Memorandum of Understanding between the City of Beaumont and Oaks of Beaumont to provide the necessary supporting strategies of effective management and distribution of the Strategic National Stockpile (SNS) in the event of a Public Health Emergency in the State of Texas. Said Memorandum of Agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 4th day of February, 2014.

- Mayor Becky Ames -

MEMORANDUM OF UNDERSTANDING

Between

City of Beaumont

And Oaks of Beaumont

This Memorandum of Understanding (MOU) between the City of Beaumont and Oaks of Beaumont witnesses that:

Whereas, the City of Beaumont is authorized to enter into agreements with other government entities, the private sector, and private, non-profit entities to ensure an expedient, effective, and coordinated response to any natural or man-made disaster; and

Whereas in the event of a Public Health Emergency event in the State of Texas, local and regional health and medical infrastructure and associated resources will be quickly committed to providing the necessary treatment and supporting strategies to effectively respond to a potential evolving event or to support the response to an actual event:

Whereas the existing local and regional medical and health infrastructure will also be compromised due to lack of adequate staff, equipment, and pharmaceutical support available due to the impacts and demands of the event:

Whereas resources from the state, federal, and private sector will be quickly mobilized to augment local and regional medical and health resources and support the effective management and distribution of the Strategic National Stockpile (SNS);

Now therefore, the parties agree as follows:

A. Definitions:

- Push Site - During a public health emergency that requires preventive medications be provided to large numbers of people, a **Push Site** is a facility within a jurisdiction that is designated to either receive medication or to pick up medication in order to provide it to a group of people who would otherwise have to travel to a point of dispensing (POD) to receive the preventive medication. Push sites must have medical or pharmacy personnel and volunteers capable of providing the preventive medications to the facility population, staff, and others as locally determined.
 - RSS Push Site – Receives medications directly from the State RSS warehouse facility.
 - Local Push Site – Picks up medications from a pre-determined site away from the general public. May receive a delivery of the medications from the initial delivery site, **IF** such delivery plans have been made by the local health department.

B. Use of Facility and staff:

- As a Local Push Site, Oaks of Beaumont agrees to send designated staff to a pre-determined location that has been agreed to by the City of Beaumont and Oaks of Beaumont, to pick up the SNS materials, supplies, antibiotics, and/or vaccines. Oaks of Beaumont agrees to provide the City of Beaumont with names and identifying information of those staff who are designated to pick up the SNS materials, supplies, antibiotics, and/or vaccines.
- As a Local Push Site, Oaks of Beaumont agrees to make arrangements to provide security escorts for their staff if appropriate and available.
- Oaks of Beaumont agrees to provide the City of Beaumont with the estimated total number of people (adults and children) who will receive preventive medications at Oaks of Beaumont so that an appropriate amount of SNS material may be ordered.
- Oaks of Beaumont agrees to be responsible for maintaining the physical security and integrity of the SNS materials received and to comply with the handling instructions provided by the City of Beaumont.
- Oaks of Beaumont agrees to return unopened, unused antibiotics and/or vaccine to the City of Beaumont Public.
- Oaks of Beaumont agrees to use the Health History forms provided by the City of Beaumont Public Health Department and to submit copies of the completed Health History forms to the City of Beaumont following the public health emergency.
- Oaks of Beaumont agrees to develop a detailed plan and/or Standard Operating Guideline for providing preventive medications to its population, staff, and others during a public health emergency that requires preventive medications be provided to large numbers of people in the jurisdiction where Oaks of Beaumont is located and further agrees to allow the City of Beaumont to review its plan and/or Standard Operating Guideline.

C. City of Beaumont:

- The City of Beaumont agrees to ship preventive medications for Oaks of Beaumont to the pre-designated location where staff of Oaks of Beaumont, a Local Push Site, will pick up the materials, based on the apportionment and pre-determined, estimated number of people (children and adults) to receive preventive medication at Oaks of Beaumont.
- The City of Beaumont agrees to provide training on mass dispensing/mass vaccination to Oaks of Beaumont medical or pharmacy personnel and other staff and volunteers, prior to a public health emergency, if the training is requested.
- The City of Beaumont agrees to provide instructions and standing delegation orders to Oaks of Beaumont.

- The City of Beaumont agrees to provide Health History forms to Oaks of Beaumont and to accept completed Health History forms from Oaks of Beaumont following the public health emergency.
- The City of Beaumont agrees to receive unopened, unused antibiotics and/or vaccine from Oaks of Beaumont following the public health emergency.

D. Contact Information:

- Oaks of Beaumont agrees to provide the City of Beaumont with the appropriate facility 24-hour per day 7-day per week contact information, and update this information as necessary.
- The City of Beaumont agrees to provide Oaks of Beaumont with the contact information of those who are authorized to notify Oaks of Beaumont in the event of an emergency requiring the use of Oaks of Beaumont as a Push Site.

E. Confidentiality: To the extent allowed by the law, the Parties agree that they will not disclose this agreement and that the subject matter of this agreement is sensitive and confidential. This document is maintained by or for a governmental entity for the purpose of responding to an act of terrorism and relates to a tactical plan of governmental providers and thus should be confidential under Government Code §418.176(a)(2).

F. Duration of Agreement: The term of this MOU is five years from the date of the initial agreement. Renewal for additional one year terms shall be automatic unless one party terminates as provided in section H.

G. Program Review: A review will be conducted following a disaster event or within a six-month period after the effective date of this agreement. Any mutually agreed upon adjustments to this agreement will be made at that time. At the end of the five years, and if it is mutually desired, this agreement may be negotiated for a longer term. Any changes at the facility that may impact the execution of this agreement will be conveyed to the primary contacts to this agreement, identified below, or their designees, as soon as possible.

H. Amendments: This agreement may be amended at any time by signature approval of the parties signatory hereto, or their respective designee.

I. Termination of Agreement: Any Party may unilaterally withdraw at any time from this MOU, except as stipulated above, by transmitting a signed statement to that effect to the other Parties. This MOU and the public/private partnership created thereby shall be considered terminated thirty (30) days from the date the non-withdrawing Party actually receives the notice of withdrawal from the withdrawing Party.

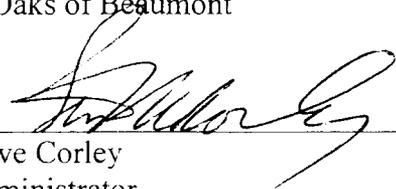
J. Primary Contacts: The Parties intend that the work under this MOU shall be carried out in the most efficient manner possible. To that end, the Parties intend to designate individuals that will serve as primary contacts between the Parties. The Parties intend that, to the maximum

extent possible and unless otherwise approved by the other Party, all significant communications between the Parties shall be made through the primary contacts or their designees. The designated primary contacts for each Party are:

City of Beaumont

Oaks of Beaumont

Sherry Ulmer
Public Health Director
950 Washington Blvd
Beaumont, Texas 77705
(409)832-4000



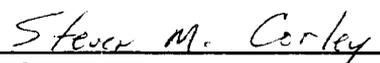
Steve Corley
Administrator
4195 Milam
Beaumont, Texas 77706
(409)842-4550

K. Capacity to Enter into Agreement: The persons executing this Memorandum of Understanding on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this Memorandum of Understanding on behalf of the entity for which they sign.

City of Beaumont

[Name of Facility]

Kyle Hayes
City Manager

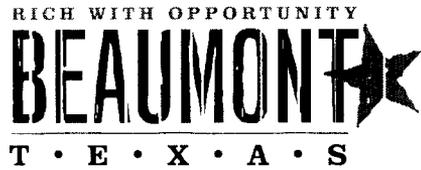


[Name]
Title: Administrator

Date

6-24-13

Date



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Sherry Ulmer, Public Health Director

MEETING DATE: February 4, 2014

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute documents related to a Memorandum of Understanding (MOU) between the City of Beaumont and Raintree Tower.

BACKGROUND

The City of Beaumont Public Health Department would like to enter into an agreement with Raintree Tower whereas in the event of a Public Health Emergency in the State of Texas, local and regional health and medical infrastructure and associated resources will be quickly committed to providing the necessary supporting strategies of effective management and distribution of the Strategic National Stockpile (SNS). The term of this MOU is five years from the date of execution.

FUNDING SOURCE

Not Applicable.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute a Memorandum of Understanding between the City of Beaumont and Raintree Tower to provide the necessary supporting strategies of effective management and distribution of the Strategic National Stockpile (SNS) in the event of a Public Health Emergency in the State of Texas. Said Memorandum of Agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 4th day of February, 2014.

- Mayor Becky Ames -

MEMORANDUM OF UNDERSTANDING

Between

City of Beaumont

And Raintree Tower

This Memorandum of Understanding (MOU) between the City of Beaumont and Raintree Tower witnesses that:

Whereas, the City of Beaumont is authorized to enter into agreements with other government entities, the private sector, and private, non-profit entities to ensure an expedient, effective, and coordinated response to any natural or man-made disaster; and

Whereas in the event of a Public Health Emergency event in the State of Texas, local and regional health and medical infrastructure and associated resources will be quickly committed to providing the necessary treatment and supporting strategies to effectively respond to a potential evolving event or to support the response to an actual event;

Whereas the existing local and regional medical and health infrastructure will also be compromised due to lack of adequate staff, equipment, and pharmaceutical support available due to the impacts and demands of the event;

Whereas resources from the state, federal, and private sector will be quickly mobilized to augment local and regional medical and health resources and support the effective management and distribution of the Strategic National Stockpile (SNS);

Now therefore, the parties agree as follows:

A. Definitions:

- Push Site - During a public health emergency that requires preventive medications be provided to large numbers of people, a **Push Site** is a facility within a jurisdiction that is designated to either receive medication or to pick up medication in order to provide it to a group of people who would otherwise have to travel to a point of dispensing (POD) to receive the preventive medication. Push sites must have medical or pharmacy personnel and volunteers capable of providing the preventive medications to the facility population, staff, and others as locally determined.
 - RSS Push Site – Receives medications directly from the State RSS warehouse facility.
 - Local Push Site – Picks up medications from a pre-determined site away from the general public. May receive a delivery of the medications from the initial delivery site, **IF** such delivery plans have been made by the local health department.

B. Use of Facility and staff:

- As a Local Push Site, Raintree Tower agrees to send designated staff to a pre-determined location that has been agreed to by the City of Beaumont and Raintree Tower, to pick up the SNS materials, supplies, antibiotics, and/or vaccines. Raintree Tower agrees to provide the City of Beaumont with names and identifying information of those staff who are designated to pick up the SNS materials, supplies, antibiotics, and/or vaccines.
- As a Local Push Site, Raintree Tower agrees to make arrangements to provide security escorts for their staff if appropriate and available.
- Raintree Tower agrees to provide the City of Beaumont with the estimated total number of people (adults and children) who will receive preventive medications at Raintree Tower so that an appropriate amount of SNS material may be ordered.
- Raintree Tower agrees to be responsible for maintaining the physical security and integrity of the SNS materials received and to comply with the handling instructions provided by the City of Beaumont.
- Raintree Tower agrees to return unopened, unused antibiotics and/or vaccine to the City of Beaumont Public.
- Raintree Tower agrees to use the Health History forms provided by the City of Beaumont Public Health Department and to submit copies of the completed Health History forms to the City of Beaumont following the public health emergency.
- Raintree Tower agrees to develop a detailed plan and/or Standard Operating Guideline for providing preventive medications to its population, staff, and others during a public health emergency that requires preventive medications be provided to large numbers of people in the jurisdiction where Raintree Tower is located and further agrees to allow the City of Beaumont to review its plan and/or Standard Operating Guideline.

C. City of Beaumont:

- The City of Beaumont agrees to ship preventive medications for Raintree Tower to the pre-designated location where staff of Raintree Tower, a Local Push Site, will pick up the materials, based on the apportionment and pre-determined, estimated number of people (children and adults) to receive preventive medication at Raintree Tower.
- The City of Beaumont agrees to provide training on mass dispensing/mass vaccination to Raintree Tower medical or pharmacy personnel and other staff and volunteers, prior to a public health emergency, if the training is requested.
- The City of Beaumont agrees to provide instructions and standing delegation orders to Raintree Tower.

- The City of Beaumont agrees to provide Health History forms to Raintree Tower and to accept completed Health History forms from Raintree Tower following the public health emergency.
- The City of Beaumont agrees to receive unopened, unused antibiotics and/or vaccine from Raintree Tower following the public health emergency.

D. Contact Information:

- Raintree Tower agrees to provide the City of Beaumont with the appropriate facility 24-hour per day 7-day per week contact information, and update this information as necessary.
- The City of Beaumont agrees to provide Raintree Tower with the contact information of those who are authorized to notify Raintree Tower in the event of an emergency requiring the use of Raintree Tower as a Push Site.

E. Confidentiality: To the extent allowed by the law, the Parties agree that they will not disclose this agreement and that the subject matter of this agreement is sensitive and confidential. This document is maintained by or for a governmental entity for the purpose of responding to an act of terrorism and relates to a tactical plan of governmental providers and thus should be confidential under Government Code §418.176(a)(2).

F. Duration of Agreement: The term of this MOU is five years from the date of the initial agreement. Renewal for additional one year terms shall be automatic unless one party terminates as provided in section H.

G. Program Review: A review will be conducted following a disaster event or within a six-month period after the effective date of this agreement. Any mutually agreed upon adjustments to this agreement will be made at that time. At the end of the five years, and if it is mutually desired, this agreement may be negotiated for a longer term. Any changes at the facility that may impact the execution of this agreement will be conveyed to the primary contacts to this agreement, identified below, or their designees, as soon as possible.

H. Amendments: This agreement may be amended at any time by signature approval of the parties signatory hereto, or their respective designee.

I. Termination of Agreement: Any Party may unilaterally withdraw at any time from this MOU, except as stipulated above, by transmitting a signed statement to that effect to the other Parties. This MOU and the public/private partnership created thereby shall be considered terminated thirty (30) days from the date the non-withdrawing Party actually receives the notice of withdrawal from the withdrawing Party.

J. Primary Contacts: The Parties intend that the work under this MOU shall be carried out in the most efficient manner possible. To that end, the Parties intend to designate individuals that will serve as primary contacts between the Parties. The Parties intend that, to the maximum extent possible and unless otherwise approved by the other Party, all significant communications

between the Parties shall be made through the primary contacts or their designees. The designated primary contacts for each Party are:

City of Beaumont

Raintree Tower

Sherry Ulmer
Public Health Director
950 Washington Blvd
Beaumont, Texas 77705
(409)832-4000

R. Smith

Rita Smith
Manager
3030 French Road
Beaumont, Texas 77706
(409)892-0196

K. Capacity to Enter into Agreement: The persons executing this Memorandum of Understanding on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this Memorandum of Understanding on behalf of the entity for which they sign.

City of Beaumont

[Name of Facility]

Kyle Hayes
City Manager

Rita Smith

[Name]
Title: *Manager*

Date

9/23/13

Date



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Sherry Ulmer, Public Health Director

MEETING DATE: February 4, 2014

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute documents related to a Memorandum of Understanding (MOU) between the City of Beaumont and Altus Hospice.

BACKGROUND

The City of Beaumont Public Health Department would like to enter into an agreement with Altus Hospice whereas in the event of a Public Health Emergency in the State of Texas, local and regional health and medical infrastructure and associated resources will be quickly committed to providing the necessary supporting strategies of effective management and distribution of the Strategic National Stockpile (SNS). The term of this MOU is five years from the date of execution.

FUNDING SOURCE

Not Applicable.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute a Memorandum of Understanding between the City of Beaumont and Altus Hospice to provide the necessary supporting strategies of effective management and distribution of the Strategic National Stockpile (SNS) in the event of a Public Health Emergency in the State of Texas. Said Memorandum of Agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 4th day of February, 2014.

- Mayor Becky Ames -

MEMORANDUM OF UNDERSTANDING

Between

City of Beaumont

And Altus Hospice

This Memorandum of Understanding (MOU) between the City of Beaumont and Altus Hospice witnesses that:

Whereas, the City of Beaumont is authorized to enter into agreements with other government entities, the private sector, and private, non-profit entities to ensure an expedient, effective, and coordinated response to any natural or man-made disaster; and

Whereas in the event of a Public Health Emergency event in the State of Texas, local and regional health and medical infrastructure and associated resources will be quickly committed to providing the necessary treatment and supporting strategies to effectively respond to a potential evolving event or to support the response to an actual event;

Whereas the existing local and regional medical and health infrastructure will also be compromised due to lack of adequate staff, equipment, and pharmaceutical support available due to the impacts and demands of the event;

Whereas resources from the state, federal, and private sector will be quickly mobilized to augment local and regional medical and health resources and support the effective management and distribution of the Strategic National Stockpile (SNS);

Now therefore, the parties agree as follows:

A. Definitions:

- Push Site - During a public health emergency that requires preventive medications be provided to large numbers of people, a **Push Site** is a facility within a jurisdiction that is designated to either receive medication or to pick up medication in order to provide it to a group of people who would otherwise have to travel to a point of dispensing (POD) to receive the preventive medication. Push sites must have medical or pharmacy personnel and volunteers capable of providing the preventive medications to the facility population, staff, and others as locally determined.
 - RSS Push Site – Receives medications directly from the State RSS warehouse facility.
 - Local Push Site – Picks up medications from a pre-determined site away from the general public. May receive a delivery of the medications from the initial delivery site, **IF** such delivery plans have been made by the local health department.

B. Use of Facility and staff:

- As a Local Push Site, Altus Hospice agrees to send designated staff to a pre-determined location that has been agreed to by the City of Beaumont and Altus Hospice, to pick up the SNS materials, supplies, antibiotics, and/or vaccines. Altus Hospice agrees to provide the City of Beaumont with names and identifying information of those staff who are designated to pick up the SNS materials, supplies, antibiotics, and/or vaccines.
- As a Local Push Site, Altus Hospice agrees to make arrangements to provide security escorts for their staff if appropriate and available.
- Altus Hospice agrees to provide the City of Beaumont with the estimated total number of people (adults and children) who will receive preventive medications at Altus Hospice so that an appropriate amount of SNS material may be ordered.
- Altus Hospice agrees to be responsible for maintaining the physical security and integrity of the SNS materials received and to comply with the handling instructions provided by the City of Beaumont.
- Altus Hospice agrees to return unopened, unused antibiotics and/or vaccine to the City of Beaumont Public.
- Altus Hospice agrees to use the Health History forms provided by the City of Beaumont Public Health Department and to submit copies of the completed Health History forms to the City of Beaumont following the public health emergency.
- Altus Hospice agrees to develop a detailed plan and/or Standard Operating Guideline for providing preventive medications to its population, staff, and others during a public health emergency that requires preventive medications be provided to large numbers of people in the jurisdiction where Altus Hospice is located and further agrees to allow the City of Beaumont to review its plan and/or Standard Operating Guideline.

C. City of Beaumont:

- The City of Beaumont agrees to ship preventive medications for Altus Hospice to the pre-designated location where staff of Altus Hospice, a Local Push Site, will pick up the materials, based on the apportionment and pre-determined, estimated number of people (children and adults) to receive preventive medication at Altus Hospice.
- The City of Beaumont agrees to provide training on mass dispensing/mass vaccination to Altus Hospice medical or pharmacy personnel and other staff and volunteers, prior to a public health emergency, if the training is requested.
- The City of Beaumont agrees to provide instructions and standing delegation orders to Altus Hospice.

- The City of Beaumont agrees to provide Health History forms to Altus Hospice and to accept completed Health History forms from Altus Hospice following the public health emergency.
- The City of Beaumont agrees to receive unopened, unused antibiotics and/or vaccine from Altus Hospice following the public health emergency.

D. Contact Information:

- Altus Hospice agrees to provide the City of Beaumont with the appropriate facility 24-hour per day 7-day per week contact information, and update this information as necessary.
- The City of Beaumont agrees to provide Altus Hospice with the contact information of those who are authorized to notify Altus Hospice in the event of an emergency requiring the use of Altus Hospice as a Push Site.

E. Confidentiality: To the extent allowed by the law, the Parties agree that they will not disclose this agreement and that the subject matter of this agreement is sensitive and confidential. This document is maintained by or for a governmental entity for the purpose of responding to an act of terrorism and relates to a tactical plan of governmental providers and thus should be confidential under Government Code §418.176(a)(2).

F. Duration of Agreement: The term of this MOU is five years from the date of the initial agreement. Renewal for additional one year terms shall be automatic unless one party terminates as provided in section H.

G. Program Review: A review will be conducted following a disaster event or within a six-month period after the effective date of this agreement. Any mutually agreed upon adjustments to this agreement will be made at that time. At the end of the five years, and if it is mutually desired, this agreement may be negotiated for a longer term. Any changes at the facility that may impact the execution of this agreement will be conveyed to the primary contacts to this agreement, identified below, or their designees, as soon as possible.

H. Amendments: This agreement may be amended at any time by signature approval of the parties signatory hereto, or their respective designee.

I. Termination of Agreement: Any Party may unilaterally withdraw at any time from this MOU, except as stipulated above, by transmitting a signed statement to that effect to the other Parties. This MOU and the public/private partnership created thereby shall be considered terminated thirty (30) days from the date the non-withdrawing Party actually receives the notice of withdrawal from the withdrawing Party.

J. Primary Contacts: The Parties intend that the work under this MOU shall be carried out in the most efficient manner possible. To that end, the Parties intend to designate individuals that will serve as primary contacts between the Parties. The Parties intend that, to the maximum extent possible and unless otherwise approved by the other Party, all significant communications

between the Parties shall be made through the primary contacts or their designees. The designated primary contacts for each Party are:

City of Beaumont

Altus Hospice

Sherry Ulmer

Sherry Ulmer
Public Health Director
950 Washington Blvd
Beaumont, Texas 77705
(409)832-4000

Rachel LeJune RN, CHPN, DON, Alternate Administrator

Rachel LeJune
Director of Nursing
370 N. 10th Street
Beaumont, Texas 77702
(409)832-4582

- K. Capacity to Enter into Agreement:** The persons executing this Memorandum of Understanding on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this Memorandum of Understanding on behalf of the entity for which they sign.

City of Beaumont

[Name of Facility]

Kyle Hayes
City Manager

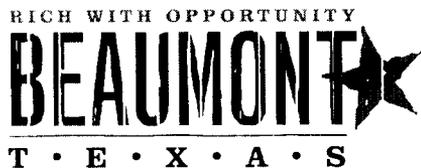
Rachel LeJune, RN

[Name]
Title: *RN, DON, Alt Administrator*

Date

6/12/13

Date



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Sherry Ulmer, Public Health Director

MEETING DATE: February 4, 2014

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute documents related to a Memorandum of Understanding (MOU) between the City of Beaumont and Clairmont Beaumont, LLC.

BACKGROUND

The City of Beaumont Public Health Department would like to enter into an agreement with Clairmont Beaumont, LLC., whereas in the event of a Public Health Emergency in the State of Texas, local and regional health and medical infrastructure and associated resources will be quickly committed to providing the necessary supporting strategies of effective management and distribution of the Strategic National Stockpile (SNS). The term of this MOU is five years from the date of execution.

FUNDING SOURCE

Not Applicable.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute a Memorandum of Understanding between the City of Beaumont and Clairmont Beaumont, LLC to provide the necessary supporting strategies of effective management and distribution of the Strategic National Stockpile (SNS) in the event of a Public Health Emergency in the State of Texas. Said Memorandum of Agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 4th day of February, 2014.

- Mayor Becky Ames -

MEMORANDUM OF UNDERSTANDING

Between

City of Beaumont

And Clairmont Beaumont, LLC

This Memorandum of Understanding (MOU) between the City of Beaumont and Clairmont Beaumont, LLC witnesses that:

Whereas, the City of Beaumont is authorized to enter into agreements with other government entities, the private sector, and private, non-profit entities to ensure an expedient, effective, and coordinated response to any natural or man-made disaster; and

Whereas in the event of a Public Health Emergency event in the State of Texas, local and regional health and medical infrastructure and associated resources will be quickly committed to providing the necessary treatment and supporting strategies to effectively respond to a potential evolving event or to support the response to an actual event;

Whereas the existing local and regional medical and health infrastructure will also be compromised due to lack of adequate staff, equipment, and pharmaceutical support available due to the impacts and demands of the event;

Whereas resources from the state, federal, and private sector will be quickly mobilized to augment local and regional medical and health resources and support the effective management and distribution of the Strategic National Stockpile (SNS);

Now therefore, the parties agree as follows:

A. Definitions:

- Push Site - During a public health emergency that requires preventive medications be provided to large numbers of people, a **Push Site** is a facility within a jurisdiction that is designated to either receive medication or to pick up medication in order to provide it to a group of people who would otherwise have to travel to a point of dispensing (POD) to receive the preventive medication. Push sites must have medical or pharmacy personnel and volunteers capable of providing the preventive medications to the facility population, staff, and others as locally determined.
 - RSS Push Site – Receives medications directly from the State RSS warehouse facility.
 - Local Push Site – Picks up medications from a pre-determined site away from the general public. May receive a delivery of the medications from the initial delivery site, **IF** such delivery plans have been made by the local health department.

B. Use of Facility and staff:

- As a Local Push Site, the Clairmont Beaumont, LLC agrees to send designated staff to a pre-determined location that has been agreed to by the City of Beaumont and Clairmont Beaumont, LLC, to pick up the SNS materials, supplies, antibiotics, and/or vaccines. The Clairmont Beaumont, LLC agrees to provide the City of Beaumont with names and identifying information of those staff who are designated to pick up the SNS materials, supplies, antibiotics, and/or vaccines.
- As a Local Push Site, the Clairmont Beaumont, LLC agrees to make arrangements to provide security escorts for their staff if appropriate and available.
- The Clairmont agrees to provide the City of Beaumont with the estimated total number of people (adults and children) who will receive preventive medications at the Clairmont Beaumont, LLC so that an appropriate amount of SNS material may be ordered.
- The Clairmont Beaumont, LLC agrees to be responsible for maintaining the physical security and integrity of the SNS materials received and to comply with the handling instructions provided by the City of Beaumont.
- The Clairmont Beaumont, LLC agrees to return unopened, unused antibiotics and/or vaccine to the City of Beaumont Public.
- The Clairmont agrees to use the Health History forms provided by the City of Beaumont Public Health Department and to submit copies of the completed Health History forms to the City of Beaumont following the public health emergency.
- The Clairmont Beaumont, LLC agrees to develop a detailed plan and/or Standard Operating Guideline for providing preventive medications to its population, staff, and others during a public health emergency that requires preventive medications be provided to large numbers of people in the jurisdiction where The Clairmont Beaumont, LLC is located and further agrees to allow the City of Beaumont to review its plan and/or Standard Operating Guideline.

C. City of Beaumont:

- The City of Beaumont agrees to ship preventive medications for The Clairmont Beaumont, LLC to the pre-designated location where staff of The Clairmont, a Local Push Site, will pick up the materials, based on the apportionment and pre-determined, estimated number of people (children and adults) to receive preventive medication at The Clairmont.
- The City of Beaumont agrees to provide training on mass dispensing/mass vaccination to The Clairmont Beaumont, LLC medical or pharmacy personnel and other staff and volunteers, prior to a public health emergency, if the training is requested.

- The City of Beaumont agrees to provide instructions and standing delegation orders to The Clairmont Beaumont, LLC.
- The City of Beaumont agrees to provide Health History forms to The Clairmont Beaumont, LLC and to accept completed Health History forms from The Clairmont Beaumont, LLC following the public health emergency.
- The City of Beaumont agrees to receive unopened, unused antibiotics and/or vaccine from The Clairmont Beaumont, LLC following the public health emergency.

D. Contact Information:

- The Clairmont Beaumont, LLC agrees to provide the City of Beaumont with the appropriate facility 24-hour per day 7-day per week contact information, and update this information as necessary.
- The City of Beaumont agrees to provide The Clairmont Beaumont, LLC with the contact information of those who are authorized to notify The Clairmont Beaumont, LLC in the event of an emergency requiring the use of The Clairmont Beaumont, LLC as a Push Site.

E. Confidentiality: To the extent allowed by the law, the Parties agree that they will not disclose this agreement and that the subject matter of this agreement is sensitive and confidential. This document is maintained by or for a governmental entity for the purpose of responding to an act of terrorism and relates to a tactical plan of governmental providers and thus should be confidential under Government Code §418.176(a)(2).

F. Duration of Agreement: The term of this MOU is five years from the date of the initial agreement. Renewal for additional one year terms shall be automatic unless one party terminates as provided in section H.

G. Program Review: A review will be conducted following a disaster event or within a six-month period after the effective date of this agreement. Any mutually agreed upon adjustments to this agreement will be made at that time. At the end of the five years, and if it is mutually desired, this agreement may be negotiated for a longer term. Any changes at the facility that may impact the execution of this agreement will be conveyed to the primary contacts to this agreement, identified below, or their designees, as soon as possible.

H. Amendments: This agreement may be amended at any time by signature approval of the parties signatory hereto, or their respective designee.

I. Termination of Agreement: Any Party may unilaterally withdraw at any time from this MOU, except as stipulated above, by transmitting a signed statement to that effect to the other Parties. This MOU and the public/private partnership created thereby shall be considered terminated thirty (30) days from the date the non-withdrawing Party actually receives the notice of withdrawal from the withdrawing Party.

J. Primary Contacts: The Parties intend that the work under this MOU shall be carried out in the most efficient manner possible. To that end, the Parties intend to designate individuals that will serve as primary contacts between the Parties. The Parties intend that, to the maximum extent possible and unless otherwise approved by the other Party, all significant communications between the Parties shall be made through the primary contacts or their designees. The designated primary contacts for each Party are:

City of Beaumont

Clairmont Beaumont, LLC

Sherry Ulmer
Public Health Director
950 Washington Blvd
Beaumont, Texas 77705
(409)832-4000



Kelly Smith
Area President
1020 S. 23rd Street
Beaumont, Texas 77707
(409)842-9700

K. Capacity to Enter into Agreement: The persons executing this Memorandum of Understanding on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this Memorandum of Understanding on behalf of the entity for which they sign.

City of Beaumont

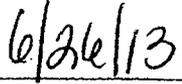
Clairmont Beaumont, LLC

Kyle Hayes
City Manager

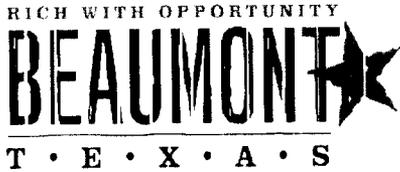


Kelly Smith
Area President

Date



Date



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: February 4, 2014

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) with the Texas A&M Forest Service.

BACKGROUND

The Texas A&M Forest Service is authorized by General Services Administration (GSA) through the United States Forest Service (USFS) to purchase firefighting and emergency response equipment, supplies, clothing and other items from GSA. Until recently, fire departments and city governments were not allowed access to personnel protective equipment contracts that were competitively bid by the GSA. The GSA has launched a new pilot program to allow fire departments to access this competitively bid contract. Because the Texas A&M Forest Service has been appointed to administer this program through GSA, the City of Beaumont must enter into a MOU with the Texas A&M Forest Service in order to purchase from the contract. The MOU is for a term of five (5) years.

The agreement is attached for your review.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute a Memorandum of Understanding between the City of Beaumont and Texas A&M Forest Service (TFS) to implement a pilot program to allow the City access to General Services Administration (GSA) personnel protective equipment contracts for the purchase of firefighting and emergency response equipment, supplies, clothing and other items. Said Memorandum of Agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 4th day of February, 2014.

- Mayor Becky Ames -

MEMORANDUM OF UNDERSTANDING

between the

Texas A&M Forest Service

and

City of Beaumont

This agreement is made and entered into by and between the Texas A&M Forest Service, a member of The Texas A&M University System and an agency of the state of Texas, (hereinafter referred to as TFS) and City of Beaumont located at Beaumont, Texas, (hereinafter referred to as COOPERATOR).

WHEREAS:

1. TFS has need to purchase firefighting and emergency response equipment, supplies, clothing and other items in carrying out its statutory mission;
2. TFS is authorized by GSA through the United States Forest Service (USFS) to purchase firefighting and emergency response equipment, supplies, clothing and other items from GSA;
3. COOPERATOR has need to purchase firefighting and emergency response equipment, supplies, clothing and other items in carrying out its statutory mission,
4. COOPERATOR recognizes the benefit of purchasing the needed items from GSA and desires to purchase the items in the most cost-effective manner.

NOW, THEREFORE, in consideration of the mutual benefits to each party hereto, the parties agree as follows:

1. TFS shall support and sponsor COOPERATOR in its request to the USFS for authorization to make purchases directly from GSA.
2. COOPERATOR, if approved by USFS, agrees to fulfill all of its responsibilities relative to purchases from GSA in a timely manner.
3. The points of contact for the agreement shall be:

TFS

Texas A&M Forest Service
Brian Aldredge
2127 South First Street
Lufkin, TX 75901
936-639-8130
baldredge@tfs.tamu.edu

COOPERATOR

City of Beaumont
Kyle Hayes – City Manager
P O Box 3827
Beaumont, TX 77704
409-880-3720 phone
409-880-3747 fax
khayes@ci.beaumont.tx.us

4. Terms of this agreement are governed by the laws of the state of Texas. This is the entire agreement and there is no other agreement.

5. This agreement is for the term of five years from the date signed by the cooperator unless terminated earlier.
6. This agreement may be terminated by either party upon thirty (30) days notice.
7. This agreement may be revised or modified at any time by mutual written agreement of the parties hereto.

THE UNDERSIGNED accept and agree to implement the responsibilities detailed in this Memorandum of Understanding. In witness whereof, the parties, hereto, have executed this agreement:

Texas A&M Forest Service

COOPERATOR

Tom G. Boggus

Director and State Forester

Date

Signature

Title (please print)

Date



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS FEBRUARY 4, 2014 1:30 P.M.**

AGENDA

CALL TO ORDER

- * Invocation Pledge Roll Call
- * Presentations and Recognition
- * Public Comment: Persons may speak on the Consent Agenda
- * Consent Agenda

WORK SESSION

- * Review and discuss senior citizen rates at the Henry Homberg Golf Course

COMMENTS

- * Councilmembers/City Manager comment on various matters
- * Public Comment (Persons are limited to 3 minutes)

EXECUTIVE SESSIONS

- * Consider matters related to contemplated or pending litigation in accordance with Section 551.071 of the Government Code:

Robert Louis Patillo vs. The City of Beaumont; Case No. A-194,989

City of Beaumont v. Quintin J. Grogan

- * As authorized by Section 551.087 of the Government Code, to discuss and deliberate economic development negotiations regarding a business entity proposing a Ford Park Convention Hotel and Water Park
- * As authorized by Section 551.087 of the Government Code, to discuss and deliberate the offer of a financial or other incentive to a business prospect, specifically:

OCI Beaumont LLC
Natgasoline LLC

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Mitchell Normand at 880-3777 three days prior to the meeting.

WORK SESSION

- * Review and discuss senior citizen rates at the Henry Homberg Golf Course

copy

Edward C. Moore

1/8/14

2040 Nora St.

Beaumont, Texas, 77705

Council Women Gethrel Wright,

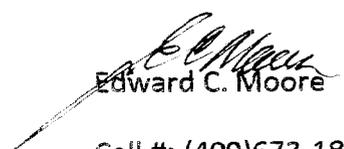
Recently, I met with the City Manager and some member's of his staff, regarding the golf cart fees at the Henry Homberg Golf Course. Presently, Senior Citizens who have yearly memberships pay \$7.00 to rent a cart for 9 holes of play and \$14.00 for 18 holes of play.

When you and I spoke recently, I said that I would submit a proposal for consideration. However, I am asking you to recommend that all senior citizens who purchase yearly memberships and who are residents of Beaumont; would be allowed to pay \$5.00 for cart rentals for 9-18 holes of play.

Also stated in our conversation, proof of residency should not be hard to establish, since we are required to have an I.D. in order to vote.

Thanks for your consideration and I'm available for any type of discussion that you may need with me. Listed below will be my contact info.

Thank You and Have a Great Day,


Edward C. Moore

Cell #: (409)673-1832

Email: Edwardcmoore@aol.com

Past and Current Fee Structure

Past Fees

Regular			
Senior (60+)/ Junior (u-18)	Weekday	\$8.00	\$12.00
	Weekend	\$10.00	\$17.00
Cart Fees	Weekday	\$6.00	\$7.00
	Weekend	\$7.00	\$10.00
Range Balls	Daily	\$6.00	\$11.00
Membership	Age 60+	\$3 bag	\$275 plus tax
	Under Age 60		\$475 plus tax

Current Fees

Regular			
Senior (65+)/ Junior (u-18)	Weekday	\$9.00	\$14.00
	Weekend	\$12.00	\$19.00
Cart Fees	Weekday	\$7.00	\$9.00
	Weekend	\$9.00	\$12.00
Range Balls	Daily	\$7.00	\$12.00
Membership	Age 60+	\$4 bag	\$300 plus tax
	Under Age 60		\$500 plus tax

Overview of Approved Increases

Monthly Increases

\$1 Approved Increase

- 9 Hole Weekend/Weekday
- Cart/Cartage
- Range Fee

\$2 Approved Increase

- 18 Hole Weekend/Weekday
- Green Fee

\$1 Approved Increase

- 18 Hole Weekend/Weekday
- Green Fee

\$2 Approved Increase

- 18 Hole Weekend/Weekday
- Green Fee