

Sherry Garrison, Council Position 1  
Thane Harrison, Council Position 2  
Tommy Ginn, Council Position 3



Bill Patterson, Council Position 4  
Ron Martin, Council Position 5  
Rae A. Sinor, Council Position 6

James Stokes, City Manager  
Gary Jackson, Assistant City Manager

Jerry Mouton Jr., Mayor

Shannon Bennett, TRMC, City Secretary  
Jim Fox, City Attorney

## CALL TO ORDER

1. Discussion of issues relating to an annual report from the City's EMS Billing Company and a proposed extension to their contract.

[DIS 18-160](#)

**Recommended Action:** Discussion only

**Attachments:** [Management Summary - Deer Park 10262018](#)  
[Deer Park SA Addendum 2019 - Contract Extension](#)  
[Deer Park-Emergicon SA signed 2-10-16](#)

2. Presentation of the Maxwell Adult Center Slide Show.

[PRE 19-002](#)

**Recommended Action:** Applause

3. Discussion of issues relating to the Communications Plan update.

[DIS 19-007](#)

**Recommended Action:** Discussion only.

**Attachments:** [Communications Plan - 2018-19 - CC 1-15-19 final](#)

## ADJOURN

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Shannon Bennett, TRMC  
City Secretary

Posted on Bulletin Board  
January 11, 2019

City Hall is wheelchair accessible and accessible parking spaces are available. Hearing assistance devices are available. Requests for accommodation services must be made 72 hours prior to any meeting. Please contact the City Secretary office at 281-478-7248 for further information.

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*The Mission of the City of Deer Park is to deliver exemplary municipal services that provide the community a high quality of life consistent with our history, culture and unique character.*



## Legislation Details (With Text)

<b>File #:</b>	DIS 18-160	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Discussion	<b>Status:</b>		Agenda Ready	
<b>File created:</b>	11/6/2018	<b>In control:</b>		City Council Workshop	
<b>On agenda:</b>	1/15/2019	<b>Final action:</b>			
<b>Title:</b>	Discussion of issues relating to an annual report from the City's EMS Billing Company and a proposed extension to their contract.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Management Summary - Deer Park 10262018</a> <a href="#">Deer Park SA Addendum 2019 - Contract Extension</a> <a href="#">Deer Park-Emergicon SA signed 2-10-16</a>				

Date	Ver.	Action By	Action	Result
1/15/2019	1	City Council Workshop		

Discussion of issues relating to an annual report from the City's EMS Billing Company and a proposed extension to their contract.

### Summary:

The City's EMS Billing Company, Emergicon, has provided an annual report that summarizes our collection efforts and trends.

A proposed contract extension is also on the Council Agenda which will extend their agreement with the same terms and conditions for an additional three (3) years.

### Fiscal/Budgetary Impact:

No budget impact, report only.

Discussion only



# Management Summary



# 12 Month Look-Back

## City of Deer Park

	17-Oct	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	Total/Avg.
<b>Gross Charges</b>	\$174,340.0	\$141,765.0	\$183,270.0	\$182,810.0	\$158,180.0	\$206,785.0	\$187,995.0	\$170,765.0	\$185,610.0	\$169,260.0	\$178,720.0	\$177,705.0	<b>\$2,117,205.0</b>
<b>Cash Collections</b>	\$59,569.2	\$39,660.5	\$57,568.7	\$76,714.9	\$56,456.7	\$44,172.4	\$97,352.9	\$68,618.8	\$72,685.1	\$64,395.5	\$78,245.1	\$65,376.3	<b>\$780,815.9</b>
<b>Gross Charge/Txp</b>	\$1,117.6	\$1,152.6	\$1,174.8	\$1,202.7	\$1,146.2	\$1,188.4	\$1,182.4	\$1,153.8	\$1,174.8	\$1,128.4	\$1,153.0	\$1,124.7	<b>\$1,158.8</b>
<b>Cash/Txp (CPT)</b>	\$381.9	\$322.4	\$369.0	\$504.7	\$409.1	\$253.9	\$612.3	\$463.6	\$460.0	\$429.3	\$504.8	\$413.8	<b>\$427.4</b>
<b>Collection Rate</b>	34.2%	28.0%	31.4%	42.0%	35.7%	21.4%	51.8%	40.2%	39.2%	38.0%	43.8%	36.8%	<b>36.9%</b>

## Payer Mix

	17-Oct	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	Total
<b>Medicare</b>	50.0%	59.4%	47.4%	48.7%	49.3%	37.4%	42.1%	47.3%	50.6%	49.3%	42.6%	44.3%	<b>47.0%</b>
<b>Medicaid</b>	5.1%	9.8%	12.8%	5.9%	9.4%	12.1%	10.1%	4.7%	3.8%	6.7%	11.0%	5.1%	<b>8.1%</b>
<b>Insurance</b>	18.0%	17.1%	20.5%	28.3%	23.9%	29.9%	23.9%	21.6%	26.0%	20.7%	25.8%	22.2%	<b>23.3%</b>
<b>Private Pay</b>	26.9%	13.8%	19.2%	17.1%	17.4%	20.7%	23.9%	26.4%	19.6%	23.3%	20.6%	28.5%	<b>21.6%</b>

# Level of Service Summary

## Level of Service

	17-Oct	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	Total
<b>SCT</b>	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	<b>0.0%</b>
<b>ALS2</b>	3.8%	4.1%	3.8%	2.0%	3.6%	4.0%	1.9%	1.4%	1.3%	2.0%	3.2%	3.8%	<b>2.9%</b>
<b>ALS-Emergent</b>	71.8%	74.0%	78.2%	83.6%	79.7%	72.4%	83.0%	79.1%	82.3%	80.7%	73.5%	67.7%	<b>77.1%</b>
<b>BLS-Emergent</b>	24.4%	22.0%	17.9%	14.5%	16.7%	23.6%	15.1%	19.6%	16.5%	17.3%	23.2%	28.5%	<b>20.0%</b>

## Level of Service Volume

	17-Oct	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	Avg.
<b>SCT</b>	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>ALS2</b>	6	5	6	3	5	7	3	2	2	3	5	6	<b>53</b>
<b>ALS-Emergent</b>	112	91	122	127	110	126	132	117	130	121	114	107	<b>1,409</b>
<b>BLS-Emergent</b>	38	27	28	22	23	41	24	29	26	26	36	45	<b>365</b>
<b>Total</b>	156	123	156	152	138	174	159	148	158	150	155	158	<b>1,827</b>
<b>Transport Mileage</b>	1,329	1,009	1,411	1,490	1,141	1,606	1,369	1,376	1,591	1,275	1,222	1,259	<b>16,076</b>

# Year-Over-Year Comparison

City of Deer Park	10/01/16 to 09/30/17	10/01/17 to 09/30/18	
	FY2017	FY2018	Variance
Gross Charges	\$2,144,576.00	\$2,117,205.00	-\$27,371.00
Cash Collections	\$848,874.47	\$780,815.92	-\$68,058.55
Gross Charge/Txp	\$1,147.45	\$1,158.84	\$11.39
Cash/Txp (CPT)	\$454.19	\$427.38	-\$26.81
Collection Rate	39.58%	36.88%	-2.70%
Total Volume	1869	1827	-42
	Payer Mix		
Medicare	49.76%	47.02%	-2.74%
Medicaid	8.72%	8.05%	-0.67%
Insurance	23.54%	23.32%	-0.22%
Private Pay	17.87%	21.62%	3.75%
	Level of Service		
SCT	0.00%	0.00%	0.00%
ALS2	3.00%	2.90%	-0.10%
ALS-Emergent	74.91%	77.12%	2.21%
BLS-Emergent	22.10%	19.98%	-2.12%

Gross charges are decreasing

Volume has decreased slightly

The uninsured population has increased

# Analysis and Recommendations

An update you on your agency's collections activity: There were some negative shifts during the last year. As can be seen in the comparison on the previous page, there has been an increase in your private pay population. There has also been a decrease in commercial insurance, Medicare, and Medicaid. Level of service and payer mix shifts can negatively affect your cash per transport. Additionally, our Analytics Team has provided recommendations that could positively affect your agency's revenue.

**Private Pay Policy:** Your agency does not implement a prompt pay discount. The majority of our clients, 150+ agencies across the State of Texas, implement private pay incentive policies for delinquent private pay accounts. This is an effective method of increasing total private pay cash receipts. The discount is not advertised and would be reserved for non-resident, self-pay patients that are delinquent and specifically ask about a discount for full payment. 25% is the most common prompt pay discount. The EMS agencies that authorize private pay incentive policies experience an increase in overall private pay payments.

**Recommendation:** Allow discounts for prompt pay

**Fee Schedule:** Your agency's fee schedule has not been revisited since 2016.

**Recommendation:** Review the comparison on the next page...

# Fee Comparison

## Fee Schedule Comparison:

	Deer Park	Dickinson	Freeport	Hardin County	Peninsula	Winnie
ALS Non-Resident	\$1,000.00	\$940.50	\$1,200.00	\$1,050.00	\$1,600.00	\$1,400.00
ALS Resident	\$900.00	\$940.50	\$1,200.00	\$1,050.00	\$1,600.00	\$1,400.00
ALS-2 Non-Resident	\$1,100.00	\$990.00	\$1,400.00	\$1,250.00	\$2,000.00	\$1,600.00
ALS-2 Resident	\$1,000.00	\$990.00	\$1,400.00	\$1,250.00	\$2,000.00	\$1,600.00
BLS Non-Resident	\$900.00	\$865.70	\$1,000.00	\$900.00	\$1,500.00	\$1,000.00
BLS Resident	\$800.00	\$865.70	\$1,000.00	\$900.00	\$1,500.00	\$1,000.00
ALS Disposables	\$375.00	\$381.00	\$341.50	\$375.00	\$425.00	\$400.00
BLS Disposables	\$225.00	\$207.00	\$241.50	\$150.00	\$325.00	\$200.00
Oxygen	\$125.00	\$130.90	\$149.60	\$150.00	\$150.00	\$120.00
SCT	\$1,100.00	\$1,829.26	\$1,850.00	\$1,662.96	\$2,500.00	NA
TNT	\$100.00	\$192.50	\$400.00	\$125.00	\$250.00	\$100.00
Ground Mileage	\$15.00	\$16.50	\$21.00	\$16.00	\$24.00	\$16.00



# Licensing Guidance

The following EMT licenses expire within a year:

Name	License Number	License Type	Status	Expiry Date
BRIDGES, SHANE ROBERT	166737	Certified Emergency Medical Technician - Paramedic (EMT-P)	Current	8/31/2019
CLOUD, JAY DAVID	31462	Licensed Paramedic	Current	9/30/2019
EVANS, JACOB JOHN	62516	Licensed Paramedic	Current	8/31/2019
GONZALEZ, HENRY	719099	Certified Emergency Medical Technician - Paramedic (EMT-P)	Current	12/31/2018
HUDSON, JOSHUA RYAN	715958	Certified Emergency Medical Technician - Paramedic (EMT-P)	Current	4/30/2019
LAMBRIGHT, KEVIN WAYNE	134233	Certified Advanced Emergency Medical Technician (Adv EMT)	Current	2/28/2019
LENING, JAYTON CHARLES	724357	Certified Emergency Medical Technician - Paramedic (EMT-P)	Current	12/31/2018
WILKE, CHRISTOPHER RYAN	723302	Certified Emergency Medical Technician - Paramedic (EMT-P)	Current	10/31/2019

This crew member is using the incorrect license number:

Name	License Number	License Type	Status	Expiry Date
MINTER, WESLEY M	714002	Certified Advanced Emergency Medical Technician (Adv EMT)	Current	8/31/2021

We would like to take this opportunity to provide some general documentation guidance. There are certain elements of documentation that are crucial to the billing and reimbursement process. In addition to providing an accurate and complete narrative of the patient's condition as well as the treatment that was provided, it can be very impactful to ensure that **patient signatures, social security numbers, and hospital face sheets** are included in documentation. The agencies that consistently provide these elements experience faster reimbursement and a higher average cash per transport.

**Patient Signatures** -The most common documentation issue that can stop or delay Medicare payment is a missing patient signature. We cannot bill Medicare without a signature. The patient's signature serves several important functions. When the patient is unable to sign, a valid reason should be listed and the appropriate representative should sign for the patient.

**Social Security Numbers** -Collecting social security numbers will maximize primary and secondary insurance discovery. A social security number is also useful in the event that a skip trace is needed to acquire a patient's whereabouts. Obtaining social security numbers from all conscious and capable patients is ideal.

**Hospital Face Sheets** -Acquiring hospital face sheets can decrease our time to bill, increase our accuracy on payer information, and reduce the overall time for reimbursement. Ensuring that personnel acquire hospital face sheets will positively impact your revenue.

## Refusals/TNT's/Non-Chargeable Activity

Your agency conducted **1814 transports** in the last 12 months that resulted in charges.

During the last 12 months there were **328 treatment-no-transport (TNT)** charges.

Your agency also had **685 non-chargeable incidents** that, due to lack of transport and/or treatment, did not warrant charges.

Refusals and non-chargeable activity account for **24.23%** of your organization's EMS activity during the last 12 months.

To put this into perspective, the current average non-chargeable activity rate across all Emergicon clients is **32.08%**.

**Your organization has an excellent transport to non-transport ratio.**

# Thank You!

It is Emergicon's goal to provide service above and beyond what is expected. The Analytics Team here at Emergicon will continue to monitor your organization's financial performance and make recommendations accordingly. If you ever have any questions or need anything at all, please let us know. Thank you very much.



**Michael Iglio**

Chief Operating Officer

**Feedback / Strategic Consultative Direction**

***"Think with me on business opportunities."***

miglio@emergicon.com

1-877-602-2060 ext. 466



**Travis Autery**

Manager of QA/QI

**TASPP, Web Reports, ShareFile,  
Compliance, Financial Analysis**

***"How can I help you improve?"***

tautery@emergicon.com

1-877-602-2060 ext. 430

## **ADDENDUM TO EMERGICON SERVICE AGREEMENT**

This Addendum to the Service Agreement is entered into by and between Emergicon, LLC and The City of Deer Park. This Addendum serves to extend the initial period of term for an additional period of three (3) years from the current date of expiration (February 10, 2019) to February 10, 2022.

All other terms and conditions of the current agreement remain unchanged.

**EMERGICON, L.L.C.**

**The City of Deer Park**

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

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

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

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

Name: Christopher Turner  
Title: President & CEO

Name: Jerry L. Mouton, Jr.  
Title: Mayor

## **EMERGICON SERVICE AGREEMENT**

This Service Agreement (this "Agreement") is entered into by and between Emergicon, LLC, a Texas corporation ("Emergicon"), and The City of Deer Park EMS hereto (the "Provider").

### **RECITALS**

WHEREAS, Emergicon provides billing and collections services, and other support services (the "Services") to local government agencies, municipalities, fire departments, ambulance providers, and medical emergency services;

WHEREAS, Provider, as part or all of its overall activities, provides emergency and/or nonemergency medical and ambulance services, including emergency medical responses, and other patient encounters and/or patient ambulance transportation (the "Ambulatory Services"); and

WHEREAS, Provider is desirous of obtaining the Services of Emergicon.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

### **ARTICLE ONE: TERM AND TERMINATION**

1.1 Term. Subject to the terms and conditions set forth herein and except as provided in Section 1.02, the initial term of this Agreement shall be for a period of three (3) years from the date of this Agreement (such initial term, together with all extensions thereof, shall be referred to herein as the "Term"). This Agreement is extendable by mutual consent of the parties.

1.2 Termination. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party, without cause and without liability (except for continuing obligations during such period), upon thirty (30) days advance written notice to the other party.

1.3 Obligations During Notice Period. During the 30-day notice period specified in Sections 1.2, Emergicon shall be entitled to receive compensation for all Accounts (as defined in Section 2.1) billed and collected with respect to the Services and for all other activities performed pursuant to this Agreement, and shall be entitled, after the end of the termination period to receive compensation for all amounts billed during the termination period but not collected until after the end of the termination period.

1.4 Obligations on Termination. Upon termination of the Agreement, for whatever cause, Emergicon will immediately return all original medical records to Provider and will provide to Provider a digital copy of all records related to Provider.

1.5 Mailing of Notices. Any notice required or permitted pursuant to this Agreement shall be in writing and shall be deemed sufficient when delivered personally or sent by telegram or fax

or forty-eight (48) hours after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, addressed as follows:

(a) If to the Provider:

The City of Deer Park EMS  
ATTN: Robert Hemminger  
P.O. Box 700  
2211 East X Street  
Deer Park, TX 77536  
Fax: 281-478-7289

If to Emergicon:

Emergicon, LLC  
PO Box 180446  
Dallas, Texas 75218  
ATTN: Christopher Turner  
Fax: 903-887-1863

Each party shall be entitled to specify a different address by giving five days' written notice to the other party. All such notices and communications shall be deemed to be received the same day if by fax (provided the sender has a fax machine/fax database generated proof of receipt) and in three (3) business days if by mail.

## **ARTICLE TWO: BILLING & COLLECTIONS**

2.1 Billing. During the Term, Emergicon shall be responsible for the billing of charges and fees relating to the Services as directed by and provided by Provider, including, but not limited to, private insurance, Medicare, Medicaid, and other governmental programs relating to:

- (a) patient encounters that occur during the Term; and
- (b) other patient encounters forwarded to Emergicon for billing.

(Note: each set of such charges and fees for the Services related to an individual patient encounter may be referred to herein as an "Account" or, collectively, the "Accounts").

2.2 Compensation. In consideration for Emergicon providing the Provider with the agreed upon billing services described in this article, the Provider will pay Emergicon a commission equal to the total amount collected on the account per the following schedule:

Annual cash per transport less than \$400 = 5.5%  
Annual cash per transport greater than \$400 = 6.5%

The cash per transport figure will be calculated annually for cash collections from October 1<sup>st</sup> through September 30<sup>th</sup> divided by the number of transports for that same time period. The commission percentage will be reviewed and adjusted annually, with no retroactive adjustment.

The initial term from contract enactment to September 30, 2016 will be paid at a commission of 6% and cash per transport will then be calculated based on transports conducted (and collections for those transports) from beginning of billing performance through September 15, 2016.

Credit card payments accepted by Emergicon will be charged an additional (1.5%) one and one-half percent. The fee will be payable monthly within 30 days of receipt of invoice.

### 2.3 Collection Efforts.

a) If provider instructs Emergicon to collect on an account(s) initially billed by Provider, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Fifteen Percent (15%) of the total amount collected on the account.

b) If Provider instructs Emergicon to continue collection efforts on an account after previous efforts have been unsuccessful for 120 days, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: 18% of the total amount collected on the account.

2.4 Copies of Records. Requests for copies of medical records should be submitted directly to Emergicon. Emergicon will authorize release of the records such that the release is in accordance with the standards and time requirements established by State and Federal law, including but not limited to the requirements of Section 773.091 Texas Health and Safety Code.

### 2.5 Records of Patient Encounters.

(a) Emergicon shall use its reasonable best efforts to bill all Accounts accurately and efficiently with regard to optimizing revenue generation. Such records shall be deemed to be the property of Provider, but Emergicon shall have the right to duplicate and retain paper or electronic copies of the records. If the records exist only in electronic form, each electronic copy shall be deemed to be an original for the purposes of this Agreement. Provider shall have no obligation to forward original medical records during the 30-day notice period regarding termination as set forth in Paragraph 1.2.

(b) Provider acknowledges that Emergicon has no responsibility for complying with all provisions of Title 42 C.F.R. Section 410.40 which states, in part, that an ambulance service bears the responsibility for obtaining Physician Certification Statements ("PCS's"). Provider further understands and concurs that Emergicon is neither an ambulance service nor an ambulance provider within the definitions as set forth by the Centers for Medicare and Medicaid Services.

2.6 Activity Reports. Emergicon shall provide to Provider summary and detail monthly reports of all billing activities that occurred during the preceding month as requested by the Provider by the fifth (5<sup>th</sup>) business day of the month.



2.7 Information Received by Provider. To the extent that Provider receives payments or original copies of documentation directly, Provider shall forward to Emergicon copies of checks, Explanations of Benefits and/or other documentation within five (5) days of the date of receipt of payment by Provider.

2.8 Support Services. Emergicon will provide patients and personnel of Provider with telephone support services during normal business hours (Monday - Friday from 9:00 a.m. to 5:00 p.m.) except on public holidays or other holidays as established by Emergicon.

2.9 Obligation for Payment. Payment in accordance with this Article Two shall be due and owing to Emergicon by Provider for all Accounts collected during the Term and collected after the Term but billed during the Term by Emergicon regardless of whether payment was made to Emergicon or to Provider. Emergicon and Provider agree that the purpose of this Section 2.9 is to guarantee that Emergicon is the only provider engaging in billing services on behalf of Provider.

### **ARTICLE THREE: INDEMNIFICATION**

3.1 Emergicon's Indemnification. Emergicon shall indemnify and hold harmless Provider from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from Emergicon's performance of activities pursuant to this Agreement, but only to the extent caused by the willful misconduct or the negligent acts or omissions of Emergicon. The indemnification provided for herein shall not be applicable to any claim of adjustment or request for reimbursement made by an insurance company or any servicing agency for Medicare or Medicaid that may be made as the result of an audit of claims made or governmental regulations or laws, including Emergicon's fees charged, except for any adjustments or claims for reimbursement made as a direct result of Emergicon's error.

3.2 Insurance. Emergicon shall keep and maintain during the term of this Agreement Errors & Omissions Liability insurance with a qualified insurer of no less than \$1,000,000.00.

### **ARTICLE FOUR: CONFIDENTIALITY**

4.1 Property of Emergicon. Provider agrees that Emergicon's equipment, computer hardware and software, billing and collection processing, and other related systems and equipment are the property and trade secrets of Emergicon, and that Provider will not release any information regarding such trade secrets to any third party without the prior written consent of Emergicon.

4.2 Fact of Contractual Relationship May Be Disclosed. Notwithstanding the foregoing, either party may, without the prior written consent of the other party, disclose the existence of a contractual relationship between the parties.

### **ARTICLE FIVE: AUDITS**

5.1 Accurate Books and Records. During the Term and for a period of three (3) years thereafter, each party agrees to maintain accurate books and records associated with the billing and collections made the subject of this Agreement.

5.2 Right to Audit. Upon reasonable written notice, either party may audit the books and records of the other party insofar and only insofar as such books and records relate or pertain directly to this Agreement. Such audit shall be conducted at the office of the party being audited, shall be during normal business hours, and shall be at the sole cost and expense of the party conducting the audit.

5.3 Penalty for Underpayment. If an audit reveals that a party has failed to pay any amount or portion of any amount due or payable under this Agreement and such amount is in excess of Twenty Thousand Dollars (\$20,000.00), the party being audited shall pay to the auditing party the full cost of the audit and the full amount due or payable plus interest at the rate of ten percent (10%) per annum from the date(s) of non-payment.

#### **ARTICLE SIX: PROTECTED HEALTH INFORMATION**

6.1 HIPAA Compliance. Emergicon shall carry out obligations under this Agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended (“HIPAA”), to protect the privacy of any personally identifiable protected health information (“PHI”) that is collected, processed or learned as a result of the services provided pursuant to this Agreement. In conformity therewith, Emergicon agrees that it shall:

- a) Not use or further disclose PHI except as permitted or required by law;
- b) Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by law;
- c) Mitigate, to the extent practicable, any harmful effect that is known to Emergicon of a use or disclosure of PHI by Emergicon in violation of law;
- d) Report to Provider any use or disclosure of PHI not provided for by this Agreement of which Emergicon becomes aware;
- e) Ensure that agents or subcontractors to whom Emergicon provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to Emergicon with respect to such PHI;
- f) Make PHI available to Provider and to the individual who has a right of access as required under HIPAA within ten (10) days of the request by Provider on behalf of the individual;
- g) Incorporate any amendments to PHI when notified to do so by Provider;
- h) Provide an accounting of all uses or disclosures of PHI made by Emergicon as required under the HIPAA privacy rule within sixty (60) days; and

- i) Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Emergicon's and Provider's compliance with HIPAA.

6.2 HIPAA Disclosures. The specific uses and disclosures of PHI that may be made by Emergicon on behalf of Provider include:

- a) The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by Provider to its patients;
- b) Preparation of reminder notices and documents pertaining to collections of overdue Accounts;
- c) The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by Provider to its patients or to appeal denials of payments for same;
- d) The preparation and release of medical records to patients or their legal representatives as permitted by HIPPA privacy rule;
- e) Uses required for the proper management of Emergicon as a business associate; and
- f) Other uses or disclosures of PHI as permitted by HIPAA privacy rule.

#### **ARTICLE SEVEN: MISCELLANEOUS**

7.1 No Waiver. The failure of either party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or similar nature.

7.2 Provisions Construed Separately. The parties agree that each provision of this Agreement shall be construed as separable and divisible from every other provision and that the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision hereof. In the event that a court of competent jurisdiction determines that any term or provision herein shall be invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, and shall be interpreted as if the invalid term or provision were not a part hereof.

7.3 Final Agreement. This Agreement sets forth the entire, final and complete understanding between the parties hereto relevant to the subject matter of this Agreement. No

waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed on behalf of both parties.

7.4 Performance of Agreement, Venue; Choice of Law. Provider understands and agrees that Emergicon will be performing this contract in Dallas County, Texas. The venue for any disputes or causes of action that may arise out of this Agreement is the state and county courts located in Harris County, Texas. The provisions of this Agreement shall be determined in accordance with the laws of the State of Texas excluding the choice of law provisions thereof.

7.5 Headings. The headings of this Agreement are for ease of reference only and are not intended to limit or restrict the terms hereof.

7.6 Binding Nature of Agreement. This Agreement is binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

7.7 Compliance with Laws Generally. Emergicon shall comply with all applicable laws, orders, rules, or regulations of all governmental agencies bearing on its performance hereunder. If so requested by Provider, Emergicon shall submit appropriate evidence of such compliance.

7.8 Independent Contractor. It is understood and agreed that Emergicon is an independent contractor. Nothing herein contained shall be construed to create any partnership, joint venture, or joint enterprise between the parties.

7.9 Non-Profit Status Determination Letter. If Provider is a not-for-profit entity, Provider shall provide a duplicate of its letter determining its not-for-profit status with the Internal Revenue Service. In providing such letter, Provider further represents and warrants to Emergicon that it has done every act necessary to maintain its not-for-profit status with the Internal Revenue Service and is not aware of any pending, threatened or actual revocation of its not-for-profit status.

7.10 Appendices. Emergicon and Provider may enter into various appendices to this Agreement from time to time and at any time regarding additional services. Such appendices shall be considered part of this Agreement as if set forth herein at length unless such appendix provides otherwise.

7.11 Assignment. Neither party shall assign or otherwise transfer this Agreement, any interest in this Agreement, or any right or obligation hereunder to any other party without the written consent of the other party.

7.12 Attorneys' Fees. Should it become necessary for either party to employ an attorney to enforce any of the terms and conditions hereof, including the collection of fees, either party shall do so at their sole cost and expense.

IN WITNESS WHEREOF, Emergicon and the Provider have executed this Agreement on the later date of the two signatures below:

**EMERGICON, L.L.C.**

By: 

Name: Christopher Turner  
Title: President & CEO

Date: 10 Feb 2016

**The City of Deer Park**

By: 

Name: Jerry L. Mouton, Jr.  
Title: Mayor

Date: 2/2/16



## Legislation Details (With Text)

**File #:** PRE 19-002    **Version:** 1    **Name:**  
**Type:** Presentation    **Status:** Agenda Ready  
**File created:** 1/8/2019    **In control:** City Council Workshop  
**On agenda:** 1/15/2019    **Final action:**  
**Title:** Presentation of the Maxwell Adult Center Slide Show.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
1/15/2019	1	City Council Workshop		

Presentation of the Maxwell Adult Center Slide Show.

The slide show represents the new renovations through the Type B Sales Tax that passed on May 9, 2015 by the citizens of Deer Park for an updated Senior Services facility. The citizens approved through the Type B Sales Tax \$2,000,000 for the project which included additional parking, new office space, upgraded class rooms, enhanced lighting, new fitness room, new cabinets, floors, tile, updated ADA accommodations and new furniture.

None

Applause



## Legislation Details (With Text)

**File #:** DIS 19-007    **Version:** 1    **Name:**  
**Type:** Discussion    **Status:** Agenda Ready  
**File created:** 1/9/2019    **In control:** City Council Workshop  
**On agenda:** 1/15/2019    **Final action:**  
**Title:** Discussion of issues relating to the Communications Plan update.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Communications Plan - 2018-19 - CC 1-15-19 final](#)

Date	Ver.	Action By	Action	Result
1/15/2019	1	City Council Workshop		

Discussion of issues relating to the Communications Plan update.

Summary:

### Communications Plan

The 2018-19 Communications Plan represents an update to the 2017-18 plan with amended goals and policy sections. The major changes include: (1) Updates to Communications Plan goals and (2) Updates to Social Media Policy.

All changes were reviewed and approved by the Communications Committee during its most recent meeting in December 2018.

The Plan is attached which included the changes highlighted in green.

Fiscal/Budgetary Impact:

N/A

Discussion only.



# COMMUNICATIONS PLAN

A summary of our Communications goals, assets and ideas

FY 2018-19



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## **City Mission, Vision and Values**

### **Vision:**

Deer Park is a vibrant, sustainable community; a safe place to work, play and live, offering growth and opportunity to all residents and businesses.

### **Mission Statement:**

The Mission of the City of Deer Park is to deliver exemplary municipal services that provide the community a high quality of life consistent with our history, culture, and unique character.

### **Council Core Values:**

Respect, Integrity, Honesty, Fairness, Responsibility, Hope, Faithfulness

## **City Communication – Our Mission**

The City of Deer Park established the Public Relations/Marketing Specialist position in 2014 when it became necessary to have qualified staff manage the city's overall communication efforts.

### **Mission:**

The City of Deer Park serves the community in the area of communication by providing consistent, factual and timely messages concerning ongoing projects, current events and City initiatives - while enabling two-way communication - in order to help residents, businesses and visitors stay informed.

- Ensure timely, reliable and accurate information dissemination and response
- Improve internal communication
- Increase community, business and visitor awareness and engagement
- Create and implement policy and procedures for existing and new communication methods
- Generate measurement and data tools
- Promote tourism and economic development
- Support City programs and services through effective marketing and communication plans
- Develop an Emergency Communication Strategy

## **Guiding Principles**

The Communication Plan is based on the following guiding principles for all internal and external communications efforts conducted by the City in its day-to-day operations and its focus on providing transparency and consistent community information, outreach and engagement.

- Provide relevant, accurate and timely information to citizens, businesses and organizations
- Encourage active citizen participation in city government programs and services
- Increase community knowledge of city operations, services and special events
- Ensure that information is available to the community by utilizing a variety of communication channels and methods

## **Strategic Messages**

When appropriate, City staff will make an effort to integrate the following messages into outgoing material and/or City presentations:

“Deer Park offers growth and opportunity to all residents and businesses.”

“Deer Park delivers exemplary municipal services”

“Deer Park values citizen input”

“Deer Park is committed to our history, culture and unique character”

## **Communications Committee Members**

Kristin Edwards - City Manager - Committee Chair

Gary Jackson - City Manager

Kenzie Copeland – City Manager

Cristina Gossett - City Manager

Chris Brown - Police Department

Rebecca Pool - Library

Tara Voisin - Finance

Michelle Combs - Municipal Court

Jeffery Johnson - Central Collections

James Lewis - Information Technology

Bill Philibert - Human Resources

Kathy Holcomb – Public Works

Debbie Westbeld - Economic Development

Nicole Garvis - Parks & Recreation

Shannon Bennett - City Secretary

Robert Hemminger – Emergency Services/Fire/EMS

Joe Piper – Parks & Recreation

## **Communications Committee – Mission and Purpose**

The Communications Committee consists of representatives from all City departments who work together to:

- 1) Ensure consistency, accuracy and quality of the content and appearance of departmental and city-wide communications;
- 2) Improve quality of communications by concentrating the task in trained, qualified staff members;
- 3) Coordinate communication efforts across the City.

Media organizations increasingly expect transparency in government, and want to be involved in City decision-making when it affects them. They expect public information and citizen involvement to take forms not traditionally taken in the past. Citizens have an expectation of timely – almost instantaneous – access to information and the City will continue to work hard to meet those expectations.

When forming outgoing messages, the Communications Committee members should ask the following questions:

- Are we communicating as much as we should?
- Are we communicating the right information – the most important information, the information citizens want, the information necessary to accomplish our mission?
- Are we using the best ways to communicate?
- Are we communicating in a timely manner?
- How can we communicate more consistently in both form (visual presentation) and substance (message)?

## **Audience Identification**

### **Primary Audiences**

**Community/Residents of Deer Park** – The single most important audience of communication from the City of Deer Park are its residents.

There are a number of defining characteristics including: business and residential property owners/renters; children/no children; employed/not employed; length of residence; educational attainment; household income; ethnicity; and age.

Those who utilize City services, even if they are not residents, must also be considered.

**Employees** – It is critical that not only city employees, but also those serving on City Council, boards and commissions, remain informed on City policies and initiatives in order to enable them to serve as community ambassadors.

**Media** – Print, radio, television and Internet media members should not only be included on relevant outgoing communication but contacted in advance of individual publication deadlines.

**Business Owners/Operators** – Members of the business community, business entities including the Chamber of Commerce and future/potential business owners or developers should be considered in outgoing communications.

**Visitors** – Families and individuals visiting Deer Park for the purposes of employment, travel, entertainment and large-scale sporting events should be kept in mind.

**Secondary Audiences** - Additional audiences including residents in surrounding cities, community organizations, environmental groups, potential employees, volunteers or stakeholders and other governmental agencies at the local, county, state and federal level should also be given consideration.

## **Communication Assets**

**City Web site**, [www.deerparktx.gov](http://www.deerparktx.gov)

**City website e-mail alerts/e-notifications**

**Newsletters –**

- Messenger – Print/Electronic
- Economic Development – Electronic/Print
- Roscoe Review – Electronic
- Deer Chatter – Internal newsletter
- Business Watch/Community newsletter – PD
- The Maxwell Center newsletter
- Deer in the Spotlight – Digital newsletter

**Facebook Pages –**

- City of Deer Park
- Parks & Recreation
- Public Works
- Deer Park Public Library
- Emergency Management
- Economic Development
- Animal Shelter
- Deer Park Police Department

**City of Deer Park YouTube Channels – City of Deer Park and Economic Development**

**City of Deer Park Twitter pages - @deerparktxgov and @deerparkoem**

**City of Deer Park Instagram - @deerparktxgov**

**DPTV Television Station**

**Live and Play Brochure**

**City Council meetings**

**Direct public contact – Phone/email, government offices/facilities**

**Community meetings and organizations**

**Printed materials – utility bills, library materials, bulletin boards, banners, rack cards**

**Community events**

**Blackboard Connect/Deer Park Information Line (281-479-2489)**

**City of Deer Park Marquees**

**Library Aware software**

## **Ongoing Communications Goals:**

### **Goal #1:**

#### **Municipal Image and Customer Service – Embrace the identity of the City of Deer Park and incorporate it into how we do business and communicate with our customers and residents**

Utilizing consistent communication between the City and our residents, our overarching goal is to continually improve the consistency, quality and frequency of our messaging to keep our community informed. The City's website, updated in FY 2017-18, offers a state-of-the-art information source with mobile adaptability that quickly provides contact points for generalized issues and citizen concerns.

#### **Opportunities for improvement:**

##### **Objective 1: Establish benchmarks for customer service and pursue citizen feedback**

Action 1: Utilizing updated website format, explore options for departmental page surveys or other vehicles for feedback.

Action 2: Research costs and approach alternatives associated with conducting a citizen/customer service survey through the City's website.

### **Goal #2:**

#### **Communication Consistency – Communicate City news and information internally and externally in a timely, accurate and proactive manner, so that citizens as well as City employees remain knowledgeable on all information pertaining to the City.**

In Fiscal Year 2017-18, the City of Deer Park regularly disseminated information to the media and citizens related to City activities, projects, events and initiatives in a timely, accurate and proactive manner. Each department now maintains an appropriate departmental staff person to gather and prioritize City information for distribution both internally and externally as well as a department representative to address media inquiries as a subject matter expert.

Also during this period, the Public Relations/Marketing division distributed news releases/public service announcements regularly to facilitate frequent and accurate coverage of City news and events while maintaining an archive of news releases and public service announcements. The Public Relations/Marketing Administrator has fostered relationships with local media representatives, and this will continue to help ensure effective communication.

As well, internal communications with Staff and Council have allowed them to act as information resources for internal and external customers. City employees will continue to be regularly informed about city goals, hot topics, activities and programs so they can serve as community ambassadors. The Deer in the Spotlight, a monthly publication from the City of Deer Park, serves as an external electronic newsletter that communicated City news and information to citizens and employees.



Finally, with an active Communications Committee during FY 2017-18, the City has maintained a current Communications Plan and managed communications efforts throughout the City through the Public Relations/Marketing division. The City of Deer Park's Facebook page regularly meets or exceeds its goal of three Facebook posts each week.

**Opportunities for improvement:**

**Objective 1: Continue to refine and grow internal communications tools to improve the City's overall communication abilities**

Action 1: Develop a method of communicating information to employees and internal customers that do not have access to electronic sources, in order to foster awareness of current events and policies.

Action 2: Develop overarching guidelines on how to utilize City communication tools (Report It, social media, City Web site) to consistently coordinate and maximize the distribution of information.

Action 3: Utilizing Staff Communications Manual, train City employees to identify newsworthy items, write news releases, prepare public service announcements and coordinate news conferences to improve quality and consistency of City communications with local media.

**Goal #3:**

***Technology – Explore and utilize multiple technologies to enhance the delivery of City services to best communicate City information with all citizens and meet community needs***

In Fiscal Year 2017-18, the City of Deer Park made significant improvements to its website, [www.deerparktx.gov](http://www.deerparktx.gov), and its public access channel, DPTV. The website, which now features mobile adaptability and improved calendar and news sections, provides relevant information to prospective residents, students, visitors, employees and businesses.

Through a contract with management platform A-List, DPTV programming is now available via live streaming on both Apple and Android devices. The on-air technical quality (including audio), the presentation of DPTV's Bulletin Board and other features were also improved with the shift to A-List, and continual efforts are made through the Messenger print newsletter and the City website to market the resource.

**Opportunities for improvement:**

**Objective 1: Enhance the amount, quality, and delivery of DPTV programming.**

Action 1: Continue to programs which educate our citizens about City departments and government as well as the community as a whole by developing a communication series, ex. "Now You Know".

Action 2: Incorporate more content from the City's government partners (i.e. Chamber of Commerce, DPISD, etc.) on DPTV.

#### **Goal #4:**

***Citizen Engagement - Encourage and invite all citizens to become involved with City business and decision-making processes by fostering personal interaction among City Staff, Council Members and Deer Park residents so that every citizen feels connected and involved.***

In partnership with community entities including the Deer Park Chamber of Commerce, Shell Deer Park, the Deer Park Independent School District and the Greater Houston CVB, the City of Deer Park has increased its community outreach and overall presence through a variety of methods. Through live events such as the City's 125th Anniversary celebration, recurring events including the McDonald's Invitational and other sporting tournaments, and tourism events like the "Felines, Football and Fun" Cat Show, the City makes information on its attractions and services available to the community all year long.

#### **Opportunities for improvement:**

**Objective 1: Inform citizens about how to get involved and stay informed about City government utilizing public meetings.**

Action 1: Educate citizens about the role of Council, Boards and Commissions and how to get involved.

Action 2: Make public input guidelines clear by updating the "How to Address City Council" brochure and post online.

Action 3: Develop procedures that inform citizens on how they can address Council during audience participation at Council meetings.

**Objective 2: Provide printed information about City government.**

Action 1: Develop a procedure for sharing written information about city government for citizens that choose not to access the information electronically.

Action 2: Identify and promote key locations throughout City where written information can be distributed.

#### **Goal #5:**

***Emergency Communication - Provide emergency information before, during, and after a natural or manmade disaster or major community event using FEMA/NIMs guidelines to effectively communicate with members of the community at home and in the workplace, with media, EMT, and City Council members.***

During FY 2016-17, the City released an updated Emergency Preparedness Guide for the citizens of Deer Park. The publication outlined social media outlets for use during major emergencies, shelter-in-place protocols, information about the City's alarm system, online preparedness resources and more. Prior to Hurricane Harvey and as a regular practice following the event, City outlets including the Emergency

Management Facebook page provided regular posts informing residents where they could pick up a free copy of the guide.

Also during this period, the City greatly improved its Emergency Communications Plan. Utilizing best practices developed during Hurricane Harvey, the PR/Marketing division, the City Secretary's office, Information Technology worked with Emergency Services to develop an updated plan (available on pages 37-38) which outlined specific tasks to be managed by each group of staff during an incident. In late 2018, Deer Park also began a partnership with the cities of La Porte and Pasadena to establish an immediate network of public information officers and emergency response staff.

Finally, with the improvements made to the City's website during FY 2017-18, emergency features including news banners were made available to IT staff for use in major incidents. As well, in the new City Hall facility, capabilities including computer monitor over-rides were put in place to provide staff with up-to-the-minute notices during emergencies.

#### **Opportunities for improvement:**

##### **Objective 1: Upgrade internal procedures for communicating with staff and citizens during emergency situations.**

Action 1: Continue to review and improve Emergency Communications Plan, amending for new best practices and social media trends seen to best serve the public.

Action 2: Expand staff communication methods including monitor over-rides to all City departments.

##### **Objective 2: Educate citizens about informational resources available during an emergency event.**

Action 1: Continually identify partners and entities who should receive direct information and updates during emergencies and develop a master email list.

Action 2: Maintain participation in local PIO network and report progress to Administration/Emergency Services.

##### **Objective 3: Prepare the City for a multi-jurisdictional incident requiring translation of messages to Spanish.**

Action 1: Translate emergency pamphlets into Spanish and make publication available both online and in limited physical quantities at City facilities to include City Hall.

Action 2: Research best practices in Greater Houston area/Harris County for on-site translation.

## **Measures of success:**

**Visits to Web site** – Aim to steadily increase visits to site on month-to-month basis

**Likes on Citywide and departmental Facebook pages** – Aim to steadily increase and advertise as often as possible

**Followers on City Twitter page** – Promote and advertise new citywide Facebook page and increase followers on steady basis

**Online video views** (City Facebook, YouTube accounts)

**Document downloads**

## **City of Deer Park Website Management Policy**

### **Goal**

The goal of the City of Deer Park website(s) is to create a greater public awareness of the City, its programs and services, and to offer opportunities for citizen engagement, tourism, and economic development.

### **Objectives**

1. To increase community awareness of City services, activities, policies, and programs.
  2. To provide program information on community events, such as cultural, recreational, and historical events.
  3. To provide more extensive information on selected City topics and activities not fully covered by existing communication tools.
  4. To supplement public safety and disaster preparedness activities, as well as information pertaining to the City of Deer Park.
  5. To provide additional community information that serves the interests of the city of Deer Park, and promotes tourism and economic development.
  6. To provide an opportunity for online communication and business transactions with the City.
- To provide information that is timely in nature and is updated so the data remains current.

### **Managing Authority**

The City Manager is the Managing Authority of the website at all times and will address any area of concern regarding website management or content development.

### **Use During Emergencies**

Government use of the website during emergencies and disasters, as determined by the City Manager, has absolute priority over other postings.

### **Website Administration**

The Information Technology department will be responsible for registering the domain name for any city related site and for performing the technical and administrative duties of managing the site.

### **Website Content Management**

The City Manager will appoint a Website Committee each year to be responsible for the creation and management of website content. To establish the Website Committee, Department Directors will submit to the City Manager one or two employees to serve on the Committee. The appointments will be for a term to coincide with other City committee appointments. In addition to the Website Committee, Directors might appoint members of their specific department to a Departmental Website Sub-Committee. Website Committee members as well as all Sub-Committee members will be responsible for all content creation, editing, posting, and overall management of website pages related to their department or activities. Website Committee and Sub-Committee members shall participate in all meetings, training

opportunities, and website initiatives offered by the City. Website Committee members shall maintain their departmental website pages, calendar events, document center, and other areas of editable content with current information displayed in a visually appealing manner that is consistent with the guidelines established by Website Committee and administered by the Information Technology Department.

### **Website Content**

The City's website pages and all related content may include the following types of information:

1. Information related to City activities, programs, or events and services that the City sponsors or sanctions.
2. Information related to outside agencies that may benefit the community.
3. Video and/or Streaming Media

These are not limited to, but may include the following:

- a. Locally Produced Programs – A pre-recorded video program that is produced by the City to illustrate the programs, facilities, and services of City government. These include, but are not limited to, video tours of government facilities, such as parks and City facilities, programs that highlight City departments, City recreational and cultural programs, and programs about specific City issues.
- b. Outside Resource Programs – The City may use outside resources to supplement programming. These will be used at the discretion of the Department Director and will be evaluated for appropriate content and message. Outside programming will encompass educational and informative topics that are appropriate to the public and help facilitate City goals and objectives.
- c. Public Service Announcements – Pre-recorded video segments announcing events or issues of importance to the Deer Park community that are produced by the City or obtained from outside sources. These may include, but are not limited to local, regional, state, and national issues.

### **Content Restrictions**

In keeping with the goals and objectives of the City of Deer Park to provide educational and governmental information, certain types of content are not allowed. These include, but are not limited to the following:

1. Political Use of Any City Website– Websites may not be utilized for the promotion or “use” of any elected official or candidate. Specific advertising messages on behalf of or opposing any political candidate or measure on any ballot shall not be permitted.
2. Position Advocacy – Any direct advocacy messages, including specific promotional messages on behalf of or opposing any ballot initiative, measure proposals, or items under consideration of the City Council, its commissions, or advisory bodies shall not be permitted.
3. Commercialism – There shall be no commercial advertising or other information which promotes the sale of any product or service offered, except for promotional announcements of City sponsored or sanctioned events, or approved sponsorship acknowledgments.
4. Lotteries – Advertising of other information concerning any lottery, gift enterprise, or similar promotion is prohibited.
5. Promotion of Religion – Programming which directly promotes religious beliefs or religious philosophies shall not be presented on the City's websites.

6. Promotions – Promotional announcement for City sponsored or sanctioned events will be permitted on the City of Deer Park’s websites. However, promotional announcements for events, charities, or outside organizations in which the City has no official interest or sponsorship shall not be permitted.

7. Defamatory Material – Subject matter which is defamatory in nature (i.e. slander) shall not be presented on the City’s websites.

8. Indecent or Obscene Content – There shall be no presentation of programming content which, in the opinion of the City Manager or his/her designee, is indecent, obscene, or illegal.

9. Copyright Restrictions – Programs containing copyrighted materials will not be posted on the website without proper copyright authorization. Outside agencies submitting content for posting are responsible for obtaining all necessary copyright clearance and shall hold the City, its officers and agents, harmless in any case of copyright infringement.

10. Liability – The City of Deer Park will not be responsible for the accuracy of any information posted on the website that was provided by outside sources.

### **Editing Policies**

All website pages are subject to editing with prior notification to the Department.

Editing shall not alter the factual content or overall intent of the material being provided. Web pages shall be edited to provide clarity and to maximize use of the viewable space in order to serve the best interest of the City and the viewer.

Any part-time employee who is tasked with editing or adding content to the Web site shall do so only after signing the City’s acknowledgement and authorization form and discussing the proposed changes with their supervisor.

### **Sponsorship/Partnership Policies**

The City of Deer Park may acknowledge the sponsors of an activity or program on its website. Sponsorship acknowledgement is limited to the individual or company name, logo, and link to their website. Commercialism of any type will not be posted.

# **CITY OF DEER PARK SOCIAL MEDIA POLICY**

## **1. PURPOSE**

This policy addresses the responsibility of all employees and volunteers with regard to their personal use of social media. This policy also outlines the protocol and procedure for employee and volunteer use of social media to disseminate public information and/or promote special events, programs, and services on behalf of the City of Deer Park.

## **2. DEFINITION**

For purposes of this policy, “social media” shall mean the use of technology in combination with electronic social networks of any type. Social media sites may include, but not be limited to, Facebook, Twitter, Instagram, LinkedIn, MySpace, YouTube, blogs, Wikis, chat rooms, and on-line forums.

It will also include official City of Deer Park websites and all forms of on-line community sites that are established and maintained by the city of Deer Park. Social media activity includes but is not limited to texting, blogging, posting, and other actions involving technology and social media sites. The term “Employee” shall mean a full-time, part-time, or contract employee or volunteer for the City.

## **3. COVERAGE**

This policy applies to all city departments and all employees.

## **4. EMPLOYEE PERSONAL USE OF SOCIAL MEDIA**

The lines between public and private, personal and professional can become blurred in on-line social networks. With that in mind, below are guidelines for social media use by City employees while off duty.

4.1 Employees who use social media for personal use should not discuss information about the City’s employees, citizens, vendors, issues, business, or legal matters without express consent to do so. Posting of confidential information may violate state law and subject the user to criminal penalty.

4.2 Personal use of social media while off duty must not interfere with or conflict with the employee’s duties or job performance, reflect negatively on the City or violate any City policy.

4.3 Employees are encouraged to act responsibly while off duty and to exercise good judgment when using social media. Employees should consider the following guidelines for personal use of social media:

- Respect coworkers and the City. Do not post any information and/or pictures on the Internet that may defame, embarrass, insult, demean or damage the reputation of the City or any of its employees.
- Do not post any information and/or pictures that may constitute violation of any City policy.



- Do not post pictures containing images of City uniforms or insignia, City logos, City equipment or City work sites.
- Do not permit or fail to remove postings violating this policy, even when placed by others on the employee's blog. Recognize that postings, even if done off premises and while off duty could have an adverse effect on the City's legitimate business interests.
- Do not link from a personal blog or social networking site to the City's internal or external web site.
- Do not post on social media sites the name, trademark, slogan or logo of the City.
- Do not use City names or identifiers for your personal social networking accounts or email accounts.
- The City may require removal of any material that is disruptive to the workplace or impairs the mission of the City.

The City has a vested interest in protecting its reputation and ensuring that an employee's communication with people outside the City, not only reflects positively on the employee as an individual, but also on the City.

## **5. USE OF SOCIAL MEDIA ON DUTY**

The City of Deer Park permits the use of social media while on duty for the sole purpose of conducting City business and only with department director approval. Alternately, the City prohibits all personal use of social media while on duty regardless of whether the personal use is on a personal device or city-owned equipment, public Wi-Fi or city-owned private network unless such use is expressly permitted by the department director.

5.1 All communication representing the City through social media outlets should remain professional in nature. Incomplete, inaccurate, inappropriate, threatening, demeaning, harassing or poorly-worded postings may be harmful to the City's reputation or violate City policy. Such wording may be removed by the either Public Relations/Marketing or the Information Technology Services Department.

5.2 All employees (both full-time and part-time) bear full responsibility for the material they post on social media sites. Inappropriate usage of social media can be grounds for disciplinary action, up to and including termination.

5.3 Public messages relating to City of Deer Park activities on social media sites and/or any messages that might act as the "voice" or attempt to reflect the views of the City of Deer Park must be approved by the department director.

5.4 Any part-time employee who is tasked with generating content for a social media channel must submit all content to their supervisor for prior approval before that content is made public.

5.5 Employees shall not ignore copyright laws, cite, or reference sources inaccurately. Plagiarism is prohibited.

5.6 All information published on social media sites must comply with City of Deer Park's privacy and/or data policies. This includes comments, pictures, video, audio, or any other multimedia posted on social networking sites, blogs, and forums.

5.7 Media inquiries generated on social media sites should be referred to the City Secretary, the City Manager or the Public Relations/Marketing Administrator.

## **6. OFFICIAL SOCIAL MEDIA SITES**

6.1 Official social media sites representing the City of Deer Park will be the property of the City of Deer Park. All social media sites and email accounts shall be established by the Information Technology Services Department.

6.2 The Information Technology Services Department shall be responsible for the technical oversight of the City of Deer Park's social media formats to include:

6.2.1 Establishing social media sites and related email accounts.

6.2.2 Maintaining a list of social media domains, account logins and passwords and changing passwords. Notification to Information Technology Services is required if an employee is no longer designated to update content on a social media site(s).

6.2.3 Utilizing Archive Social to maintain social media content per Texas State Library and Archives Commission requirements.

6.3 Social media formats must meet one or both of the following purposes:

6.3.1 Provide residents of Deer Park information about City events, activities and issues.

6.3.2 Promote the positive aspects of the City of Deer Park to those in and outside the community.

6.4 The City's official website, [www.deerparktx.gov](http://www.deerparktx.gov), will remain the primary location for internet content regarding city business, services and events. Whenever possible, links within social media formats should direct users back to the City's website for more information, forms, documents or on-line services necessary to conduct business with the City of Deer Park.

6.5 Request(s) to the Information Technology Services Department and PR/Marketing, and approval by the City Manager, is required prior to the establishment of any social media site. Requests must include:

6.5.1 Purpose for the site and intended content to be posted/shared including the primary audience to be served;

6.5.2 Indication of how often the site's content will be reviewed and updated to ensure material accuracy and appropriateness;

6.5.3 Identification of individual(s) responsible for managing/overseeing and corresponding with the public (employee's name and position must be included) as well as indicating what provisions will be made if the responsible party leaves the position or is absent.

## **7. CONTENT MANAGEMENT FOR SOCIAL MEDIA SITES**

7.1 Only designated department employees approved by the Department Director will have authority to publish content on official social media sites of the City of Deer Park. Departments are required to maintain a list of all such employees.

7.2 Department directors are responsible for monitoring site activity and ensuring content is consistent with the goals and objectives of the City.

7.3 While the intention of social media is to provide a two-way communication platform between City departments and the community, best judgment must be applied in all interactions. Departmental page administrators do have the right to respond to public commentary, inquiries or complaints – pertaining to the City or partnering entities – as they relate to the original message and intention of the original post. However, if after an initial response is posted, a member of the public responds with a subsequent inquiry, the page administrator is advised to make their Director aware of the exchange and to notify PR/Marketing and/or City administration.

Public messages – be they initial posts or responses - relating to City of Deer Park activities on social media sites and/or any messages that might act as the “voice” or attempt to reflect the views of the City of Deer Park must be approved by the department director.

7.4 Communication through social media is a public record. Both the posts by City employees and any feedback by others will be part of the public records of the City of Deer Park and will be subject to the Texas Public Information Act (Chapter 552 of the Texas Government Code).

7.5 Content posted by “friends,” “followers” or “fans” will not constitute a representation, agreement or endorsement on the part of the City of Deer Park.

The City of Deer Park reserves the right to hide and/or delete any comment or posting that is deemed inappropriate, pornographic, malicious, offensive, threatening, profane, insulting or grossly inaccurate. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, disability, national origin or sexual orientation will not be permitted. Content that promotes an event that the City of Deer Park is not affiliated with may be hidden and/or deleted.

In the event that an individual repeatedly posts egregiously abusive or threatening comments/images as outlined above, the City of Deer Park reserves the right to block the user from posting commentary to City social media sites/pages. The same will apply to commercial posting conducted by a spam account. For this purpose, users may be blocked after the third time a comment is deemed inappropriate and must be removed.

If blocking a user becomes a possibility due to an egregiously abusive comment, the administrator managing the individual social media channel must:

1. Screenshot the comment;
2. Hide the comment as soon as a screenshot has been created; and
3. Provide Information Technology with the name of the user and the nature of the comment.

Certain single egregious violations may result in immediate blocking of the user.

If blocking a user is deemed necessary, the administrator managing the individual social media channel must:

1. Capture screenshots of all three comments blocked as well as the primary post for permanent retention; and
2. Notify the Information Technology Department and the PR/Marketing Administrator prior to blocking the user.

Any user who is blocked from a social media platform may still utilize City contact points including the City website, email, phone or printed publications to gain access to current information.

7.6 Any comments posted by external parties on City of Deer Park social media sites are not official public testimony concerning any project or program. An opinion expressed on a City of Deer Park page is posted for discussion only and is not a substitute for a formal statement in a public hearing process.

7.7 If a question arises regarding the use or posting of confidential information (e.g. litigation, investigations, etc.) on a social media site, the matter shall be referred to the City Attorney for review. The information in question shall not be posted, or if already posted, shall be removed until an opinion is rendered by the City Attorney.

7.8 The City Manager or designee reserves the right to restrict or remove City information from an official City social media site if the City Manager believes that the information does not serve the best interests of the city. This process may be completed with or without departmental notice, depending on the level of concern, but notice shall be provided upon removal.

## **8. DISCLAIMER**

8.1 Each Official City of Deer Park Social Media Site/Page must include a Disclaimer that contains the following information:

*"The City of Deer Park does not warrant or make representations or endorsements as to the quality, content, suitability, accuracy, or completeness of the information, text, graphics, links, and other items contained on a social media site's server or any other server. Such materials have been compiled from a variety of sources, and are subject to change without notice from the City. The City's primary and predominant internet presence shall remain the City's official website at [www.deerparktx.gov](http://www.deerparktx.gov) and no other website or social media site can characterize itself as such. Except to the extent required by law, commercial use of the materials is prohibited without the written permission of the City.*

*Some of the links on the City's social media pages may lead to resources outside the City of Deer Park municipal government. The presence of these links should not be construed as an endorsement by the City of these sites or their content. The City is not responsible for the content of any such external link. The responsibility for content rests with the third party organizations that are providing the information.*

*Comments posted on this site by "friends," "fans," or "followers" or others will be monitored and any postings or comments that are disrespectful, offensive, dishonest, or do not accurately reflect the views, values or objectives of the City of Deer Park will be deleted without notice.*

*Except to the extent required by law, communications made through e-mail and comments posted shall in no way be deemed to constitute legal notice to the City of Deer Park or any of its agencies, officers, employees, agents, or representatives with respect to any existing or potential claim or cause of action against the agencies, officers, employees, agents or representatives where notice to the City is required by any federal, state or local laws, rules or its regulations.*

*Further, comments on a social media site should not be utilized as a method of contacting the City in case of an emergency. Requests for City services or aid should be directed through channels which are monitored 24 hours a day, such as dispatch telephone lines. See respective pages/channels for 24 hour contact points.*

*Finally, comments on social media sites such as the Parks and Recreation or Deer Park Public Library Facebook pages concerning reservations for one-time or ongoing programs are not considered acceptable alternatives to in-person or over-the-phone reservations or registration completed through online platforms such as ActiveNet.*

*Notice of any claim must be filed in writing to the City Secretary of the City of Deer Park, P.O. Box 700, Deer Park TX, 77536.*

*Contact Information:*

*Information Technology Services*

*City of Deer Park, Texas*

*P.O. Box 700, Deer Park, Texas 77536*

*Phone: 281-478-2028*

*E-mail: [info@deerparktx.org](mailto:info@deerparktx.org)*

## **9. ENFORCEMENT**

9.1 Violations of this policy may result in immediate revocation of any or all electronic communications access and user privileges and may be grounds for disciplinary action up to and including termination. Certain violations could result in civil or criminal liabilities for the user. Individual supervisors do not have the authority to make exceptions to this policy.

9.2 No employee or volunteer should have any expectation of privacy or confidentiality when using any City resource, including the city's public and private networks. The City reserves the right to access, intercept, monitor and review all information accessed, posted, sent, stored, printed, or received through its communications systems or equipment at any time.

9.3 All social media access and use involving City equipment and resources are subject to the City's Internet, Intranet, and Email Use Policy.

## **10. CONTENT RESTRICTIONS**

In keeping with the goals and objectives of the City of Deer Park to provide educational and governmental information, certain types of content are not allowed. These include, but are not limited to the following:

1. Political Use of Any City Website– Websites may not be utilized for the promotion or "use" of any elected official or candidate. Specific advertising messages on behalf of or opposing any political candidate or measure on any ballot shall not be permitted.

2. Position Advocacy – Any direct advocacy messages, including specific promotional messages on behalf of or opposing any ballot initiative, measure proposals, or items under consideration of the City Council, its commissions, or advisory bodies shall not be permitted.
3. Commercialism – There shall be no commercial advertising or other information which promotes the sale of any product or service offered, except for promotional announcements of City sponsored or sanctioned events, or approved sponsorship acknowledgments.
4. Lotteries – Advertising of other information concerning any lottery, gift enterprise, or similar promotion is prohibited.
5. Promotion of Religion – Programming which directly promotes religious beliefs or religious philosophies shall not be presented on the City’s websites.
6. Promotions – Promotional announcement for City sponsored or sanctioned events will be permitted on the City of Deer Park’s websites. However, promotional announcements for events, charities, or outside organizations in which the City has no official interest or sponsorship shall not be permitted.
7. Defamatory Material – Subject matter which is defamatory in nature (i.e. slander) shall not be presented on the City’s websites.
8. Indecent or Obscene Content – There shall be no presentation of programming content which, in the opinion of the City Manager or his/her designee, is indecent, obscene, or illegal.
9. Copyright Restrictions – Programs containing copyrighted materials will not be posted on the website without proper copyright authorization. Outside agencies submitting content for posting are responsible for obtaining all necessary copyright clearance and shall hold the City, its officers and agents, harmless in any case of copyright infringement.
10. Liability – The City of Deer Park will not be responsible for the accuracy of any information posted on the website that was provided by outside sources.

## **11. REPORTING VIOLATIONS**

The City urges employees to report any violations or possible perceived violations to their supervisor, department director, or the Human Resources Department. Violations include discussions of the City and its employees and patrons, any discussion of personal information and any unlawful activity related to blogging or social networking.

## **City of Deer Park Government Access Channel Policy**

### **Goal**

The goal of the City of Deer Park's government access channel is to create a greater awareness of local government and facilitate the community's participation in local events.

### **Objectives**

1. To increase community awareness of City and Deer Park Independent School District (DPISD) services, activities, policies, and programs.
2. To provide program information on community events such as cultural, recreational and historical events.
3. To provide more extensive information on selected City topics and activities not fully covered by existing communication tools.
4. To supplement public safety and disaster preparedness activities and information pertaining to the City of Deer Park.
5. To provide additional community information that serves the interests of the City of Deer Park.
6. To provide general announcements of current government-sponsored events and job listings.

### **Types of Programming**

The Government Access Channel is not a public access channel. The channel may include the following types of programming:

1. Community Bulletin Board - This consists of a series of slides created to provide information related to City or DPISD activities, programs, events and services that the City sponsors or sanctions.
2. Videotape Cablecast - A pre-recorded videotape for promotional or educational purposes. These are not limited to, but may include the following:
  - a. Locally Produced Programs - A pre-recorded videotaped program that is produced by the City to illustrate the programs, facilities, and services of City government. These include, but are not limited to: videotape tours of government facilities such as parks and City facilities, programs that highlight City departments, City recreational and cultural programs, and programs about specific City issues.
  - b. Outside Resource Programs - The City may use outside resources to supplement programming. These will be used at the discretion of the City Manager and will be evaluated for appropriate content and message. Outside programming will encompass educational and informative topics that are appropriate to the public and help facilitate City goals and objectives.
  - c. Public Service Announcements - Pre-recorded videotaped spots announcing events or issues of importance to citizens of Deer Park that are produced by the City or obtained from outside sources. These may include, but are not limited to local, regional, state, and national issues.

### **Content Restrictions**



In keeping with the goals and objectives of the City of Deer Park government access channel to provide educational and governmental programming, certain types of programming are not allowed including, but not limited to the following:

1. Political Use of Government Access Channel - The channel may not be utilized for the promotion or "use" of any elected official or candidate. Specific advertising messages on behalf of or opposing any political candidate or measure on any ballot shall not be permitted.
2. Position Advocacy - Any direct advocacy messages including specific promotional messages on behalf of or opposing any ballot initiative, measure proposal, or items under consideration of the City Council or its commissions or advisory bodies shall not be permitted.
3. Commercialism - There shall be no commercial advertising or other information which promotes the sale of any product or service offered, except for promotional announcements of City sponsored or sanctioned events or approved sponsorship acknowledgments.
4. Lotteries - Advertising of other information concerning any lottery, gift enterprise or similar promotion is prohibited.
5. Promotion of Religion - Programming which directly promotes religious beliefs or religious philosophies shall not be presented on the government access channel.
6. Promotions - Promotional announcement for City sponsored or sanctioned events will be permitted on the City of Deer Park's government access channel. However, promotional announcements for events, charities, or outside organizations in which the City has no official interest or sponsorship shall not be permitted.
7. Defamatory Material - Subject matter which is defamatory in nature (i.e. slander) shall not be presented on the government access channel.
8. Indecent or Obscene Content - There shall be no presentation of programming content which, in the opinion of the City manager or his/her designee, is indecent, obscene or illegal.
9. Copyright Restrictions - Programs containing copyrighted materials will not be broadcast without proper copyright authorization. Outside agencies submitting programming for broadcast are responsible for obtaining all necessary copyright clearance and shall hold the City, its officers and agents, harmless in any case of copyright infringement.
10. Liability - The City of Deer Park will not be responsible for the accuracy of any information cablecast over the government access channel that was submitted by outside sources.

### **Editing Policies**

All programs are subject to editing. Editing shall not alter the factual content or overall intent of the material being cablecast. Slides and character-generated information shall be edited to provide clarity and to maximize use of the memory and time available.

Any part-time employee who is tasked with generating content for the public access channel must submit all content to their supervisor for prior approval before that content is made public. Part-time employees may only add content to the public access channel after they have signed the City's acknowledgement and authorization form.

### **Use of Equipment**

Use of City-owned equipment and related production facilities and equipment shall be restricted to City use and operation thereof to City employees, officers or approved agents of the City.



Loaning of equipment for personal use shall not be permitted or authorized. All programming produced by the City staff shall be deemed property of the City. Programs produced by contract agents of the City shall be the property of the City and shall not be sold or commercially distributed without written authorization of the City.

**Sponsorship Policies**

The City of Deer Park is not accepting sponsorships at this time.

**Record Retention**

Cablecast content shall not be considered an official record of the City of Deer Park. All videotapes shall be the property of the City of Deer Park. It shall be a general policy not to retain videotapes of staff produced programs, meetings, and events. At any time, tapes may be reused and the original material erased at the discretion of the government access channel manager.

**Use During Emergencies**

Government use of the channel during emergencies and disasters as determined by the City Manager has absolute priority over other programming. During such emergencies or disasters, the channel shall be permitted to accept live and/or taped video or audio information from other governmental or non-governmental entities when such announcements are deemed to provide important public information pertaining to the emergency or disaster or other condition requiring protection of the public health, safety and welfare.

# Staff Communications Manual

This manual is provided to assist all staff members – especially those charged with communications efforts for their respective departments – with composing strong and clear messages intended for public distribution.

In this manual, we will provide examples of news releases, Facebook posts, Twitter posts and public service announcements which may serve as models for future communication. The goal of this manual and the Communications Plan in general is to improve quality and consistency of City communications with local media.

## **Identifying newsworthy items:**

Departmental activities happen every day, and many would not only be of interest to the public, but could have an effect on their daily lives.

When considering whether or not an item is newsworthy, consider the following questions:

- Will this activity affect the general public in some way? Will it have an impact on traffic, basic services, or quality of life?
- Is this activity being carried out in preparation for some type of public event?
- Is the activity being planned open to the general public or a segment of the population?
- Is this activity of general interest to the public, i.e. does it represent a milestone for the City or one of its employees?

If the answer to any of these questions is yes, the activity would most likely be newsworthy and deserving of a press release, Facebook post, post on the City's Web site, public service announcement or a combination thereof.

## **Composing a press release:**

Standard press releases should answer the basic questions about the event or issue being addressed:

**Who** is sponsoring/responsible for the event, and who will be affected/invited?

**What** is the event or topic of the release?

**When** will it take place?

**Where** will it take place?

**Why** is the City/sponsoring entity holding the event? **Why** should citizens get involved/attend?

**How** can citizens sign up or learn more?

Ideally, a press release will also include quoted material from the most appropriate person in charge of or contributing to the event. For example, the Mayor or City Manager would be the most appropriate person to address a City policy change or initiative. However, the Director of Information Technology would be the logical person to address a change to the City's Web site which will affect the way citizens utilize the site.

When drafting quoted material, make sure the person being quoted has seen the final draft of the release before it is submitted to an outside media source.

**When preparing a news release, keep the following questions in mind:**

- Does it uphold the City's mission, vision and Council core values?
- Do we have an audience in mind?
- Is it clear and direct?
- Have we selected appropriate media?
- Have we included opportunities for inquiries, feedback and participation?

Note: When sending outgoing press releases to media, the release should be placed in text format in the body of the outgoing email. Individual departments may choose to add additional formats, including an attached .pdf with the same material included.

*Read through the press releases below. Note that date, time and location (if applicable) are provided within the first two sentences of the release.*

*As well, note that each press release includes contact information for a person or entity to reach for additional information.*

**Draft Press Release 1:**

The Deer Park Police Department will take part in a regional drug take back program on Saturday, April 25 from 10 a.m. to 2 p.m. at the Deer Park High School South Campus Stadium on the home side.

According to DPPD Crime Prevention Officer Tina Taylor, the department will accept and dispose of all prescription and over-the-counter drugs in the form of pills, liquids and patches, free of charge.

"On April 25, Deer Park PD – along with the Baytown and Pasadena Police Departments – will hold drive-up events at local sites to accept and dispose of medications properly with no questions asked," Taylor said. "We want to encourage any residents who may have expired medications or half-empty bottles around the house to take advantage of this opportunity to dispose of the materials in a safe manner."

As stated by Taylor, proper disposal of prescription medications is important from both a law enforcement and an environmental standpoint.

"Most of the kids we come across who try drugs first find them in a medicine cabinet – be they left over from a surgery or just forgotten, these medications are unwanted, unused for their intended purpose, and left unaccounted for," she said. "Even if the kids don't take them, they can find them and sell them, which is also very dangerous for them."

“Even if it weren’t for these concerns, medications disposed of through garbage or water systems end up having a damaging effect on the environment, so it is better all around to have these items collected and destroyed.”

For more information, contact DPPD at (281) 930-2148.

### **Draft Press Release 2:**

The 2015 Totally Texas Festival is just around the corner, and now is the time to sign up to take part in the annual parade.

According to Tim Culp, Deer Park Chamber of Commerce President/CEO, the deadline to register as a parade participant is Monday, March 6, and all interested parties may contact the chamber directly.

“The Totally Texas parade is an opportunity to be among your community and show your appreciation not only for Deer Park but for the history of the great State of Texas,” Culp said. “Participants are welcome to enter any type of vehicle or trailer into the parade, and of course we encourage everyone to decorate their vehicles to go along with the festival theme, ‘Texas Stampede – Back to Our Roots.’

“We hope to see many of our community leaders, business owners, civic organizations and residents take part in this special event!”

For more information or to register as a parade participant, contact the Chamber at (281) 479-1559. Additional information is also available on the Chamber’s Totally Texas page, <http://deerparktx.usachamber.com/custom2.asp?pageid=6138>.

### **Composing a public service announcement:**

A public service announcement is slightly different than a press release. Where a press release seeks to inform and provide additional detail through the use of quotes, a public service announcement is typically five sentences or fewer, provides only the facts about the event without the use of quoted material, and provides the reader with at least one source of information for additional information.

As well, a PSA is typically based on a free event.

#### **The following would qualify as a PSA:**

The Deer Park Police Department will take part in a regional drug take back program on Saturday, April 25 from 10 a.m. to 2 p.m. at the Deer Park High School South Campus Stadium on the home side.

According to DPPD Crime Prevention Officer Tina Taylor, the department will accept and dispose of all prescription and over-the-counter drugs in the form of pills, liquids and patches, free of charge.

For more information, contact DPPD at (281) 930-2148. Additional information is also available on the City’s Web site, [www.deerparktx.gov](http://www.deerparktx.gov).

### **Composing a Facebook post:**

Facebook posts may be composed in various lengths but should be limited to eight sentences or fewer, bearing in mind that approximately two sentences will be visible without requiring the user to “See More.”

Facebook posts should be paired with at least one photo or graphic, if possible, and should also include a contact point for additional information.

While there is no strict limit to the number of Facebook posts that can be published per day, be advised that any more than two posts will not automatically appear in the News Feeds of those citizens who have “liked” the City’s respective pages. Therefore, limiting posts to two per Facebook page per day will increase the likelihood of the posts being seen.



### **Composing a Twitter post:**

Twitter posts are limited to a total of 140 characters, including any links to photos, outside Web sites, or hashtags.

**The following examples would each be acceptable Twitter posts, also referred to as “Tweets” –**

Yard Waste pick-up tomorrow! Remember, no more than 12 items a week, including bags, personal cans & bundled sticks! Call 294-5724 for info.

Beginning 4/3, there will be a \$25 fee for heavy trash pick up added to monthly statement. Get more info. at <http://bit.ly/17mYeAt>

Customers in Areas 2,4,6 & 8 – Please remove your City garbage cart from the street by 10 p.m.  
#GreenerDeerPark

If you have a message you would like to see on the City’s Twitter page, contact the Public Relations/Marketing Specialist to have it scheduled.

Please note: While there is no strict limit to the number of Twitter posts (“Tweets”) that can be added per day, the recommended limit is five posts per Twitter account per day.

### **Composing an Instagram post:**

Instagram posts must include one strong photo and approximately two sentences of information, which include a point of contact for additional information.

If you have a message you would like to see on the City’s Instagram page, contact the Public Relations/Marketing Specialist to have it scheduled.

Please note: While there is no strict limit to the number of photos that can be added to Instagram per day, the recommended limit is five posts per account per day. Our goal will be to post no less than two photos per week.

### **Notifying the full chain of command:**

When coordinating any type of news conference, special event or public gathering, contact your Director before the first official notice is sent to media contacts and copy the Public Relations/Marketing Specialist. As a concurrent effort, the Public Relations/Marketing Specialist will ensure full media, City Council, City administration and public notification.

For example, events in which department level staff are working with local and Houston area media should always be submitted for Director approval and copied to the Public Relations/Marketing Specialist.

### **Case Study #1**

An event historically organized at the department level will take place in approximately one month, and staff have historically worked to write scripts/programs, notify local and major media outlets and work directly with specific members of Council to facilitate participation, notifying their Director after initial work had been completed.

Under the new Communications Plan, a call or email to the Public Relations/Marketing Specialist and the Department Director *at the beginning of the process* should be made in order to ensure participation by any Council members, City administration, etc.

### **Case Study #2**

An incident involving City employees or standard City protocol begins to receive attention via social media and national media outlets. Requests are made to department level staff for additional information, interviews with Directors or key staff, etc.

Under the new Communications Plan, a call or email to the Public Relations/Marketing Specialist and the Department Director *when the request is received* should be made in order to prevent duplication of outreach efforts, and PR/Marketing should be copied on responses to ensure universal knowledge of outgoing information.

### **Submissions to the Messenger:**

Items submitted for inclusion in the Messenger should be both timely and appropriate for the three month period of publication. Deadlines typically fall approximately two months before publication – specific due dates are made available in P:\MESSENGER Newsletter\Forms & Deadlines.

Issue periods include:

Winter – December to February, covering Council actions from preceding August to October

Spring – March to May, covering Council actions from preceding November to January

Summer – June to August, covering Council actions from preceding February to April

Fall – September to November, covering Council actions from preceding May to July

**Plagiarism/citing sources** – All material submitted for publication in the Messenger should be original content developed by a City employee or group of employees. If content is copied or summarized from an outside source, it is not considered original material and should be cited as such.

See the example below, where an acceptable citation is provided within a Messenger submission form:



## Article Quarterly Messenger Newsletter

Date: 04/08/2014

Department: Parks & Recreation

Submitted By: Lacy Stole

Title of Article: Make Yogurt One of Them

Length of article is limited to the space below.

The American diet is more unbalanced than ever and in a state of crisis, in case you didn't know. Americans consume only about half of the recommended servings of low fat and fat free dairy each day. Yogurt is one of those items that contains nutrients we are lacking like calcium, vitamin D and potassium. It can be a great source of high-quality protein which helps you stay fuller for longer and helps promote muscle and bone health. Recent studies done in epidemiology also show that frequent and healthy yogurt consumption is associated with less weight gain over time and healthy levels of blood pressure and circulating glucose. Eating yogurt every day is an important first step toward creating a more balanced diet and healthier lifestyle. Remember, it's all about making you the best version of you so we can live longer and healthier. You're alive and you're awesome, so let's live like it.

Source: Fitness Journal April 2014 and myself (in case you put that information in)

**Amount of information** – The amount of material submitted for inclusion in the messenger should be brief, but comprehensive. The ideal article will fully explain the issue, answering the basic “who, what, when, where, why and how” questions, be brief but comprehensive and present a clear message.

See the example below of an ideal article length:





## Article

### Quarterly Messenger Newsletter

Date: 01/27/2015

Department: City Manager

Submitted By: Gary Jackson

Title of Article: Deer Park Gateway Project

Length of article is limited to the space below.

The groundbreaking ceremony for the Deer Park Gateway project was held on November 6, 2014. The Deer Park Gateway, which will serve as the entrance to the city, is part of a larger beautification initiative being coordinated by the San Jacinto Texas Historic District and the Economic Alliance Houston Port Region.

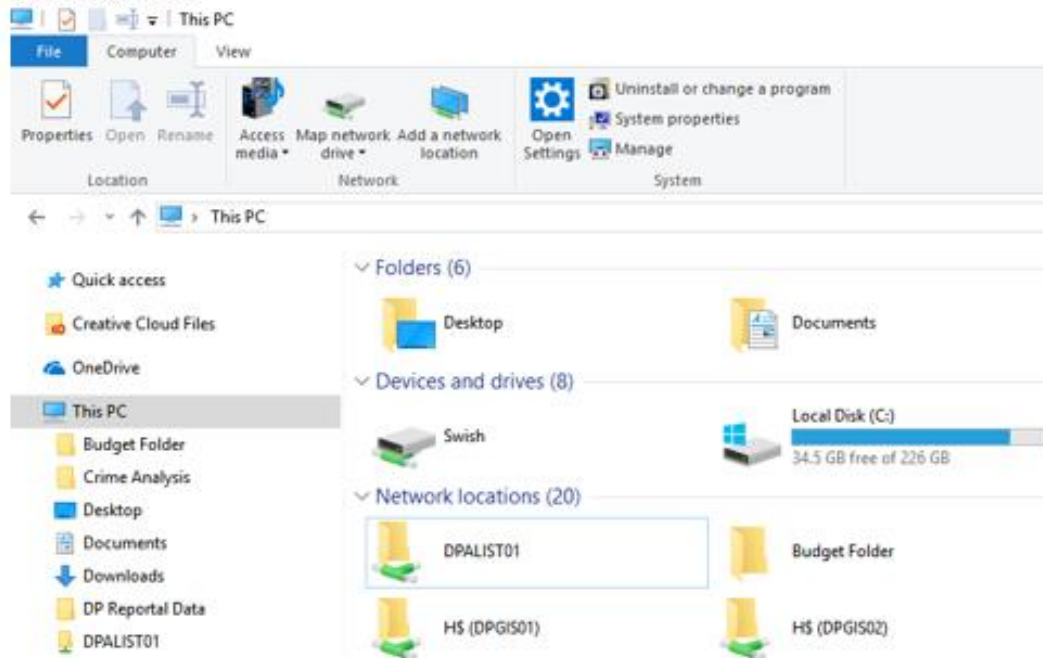
The Deer Park project features two locations. Two large monuments will flank Center St. at Railroad St. and mark the entrance into Deer Park off of Highway 225. Also, a more moderately size gateway monument will be erected at the southern end of Center Street in Deer Park near Spencer Highway. An additional smaller monument acknowledging the financial donations to the project from Shell and Lubrizol will be constructed in the Center Street median between the large monuments on the north end of the project.

Mayor Jerry Mouton stated at the groundbreaking that "The gateway project will serve as an important way for visitors and residents to connect to our history and as a catalyst for the continued beautification of Center Street." The Mayor then added that "The project would not have been possible without the generous support of our industry partners and the Economic Alliance," referring to a \$200,000 donation from Shell Deer Park, a \$50,000 donation from Lubrizol, and a \$73,000 grant from the Economic Alliance and a \$25,000 Downtown Public Spaces Improvement Grant from the Houston-Galveston Area Council (H-GAC). The project is expected to be completed this spring.

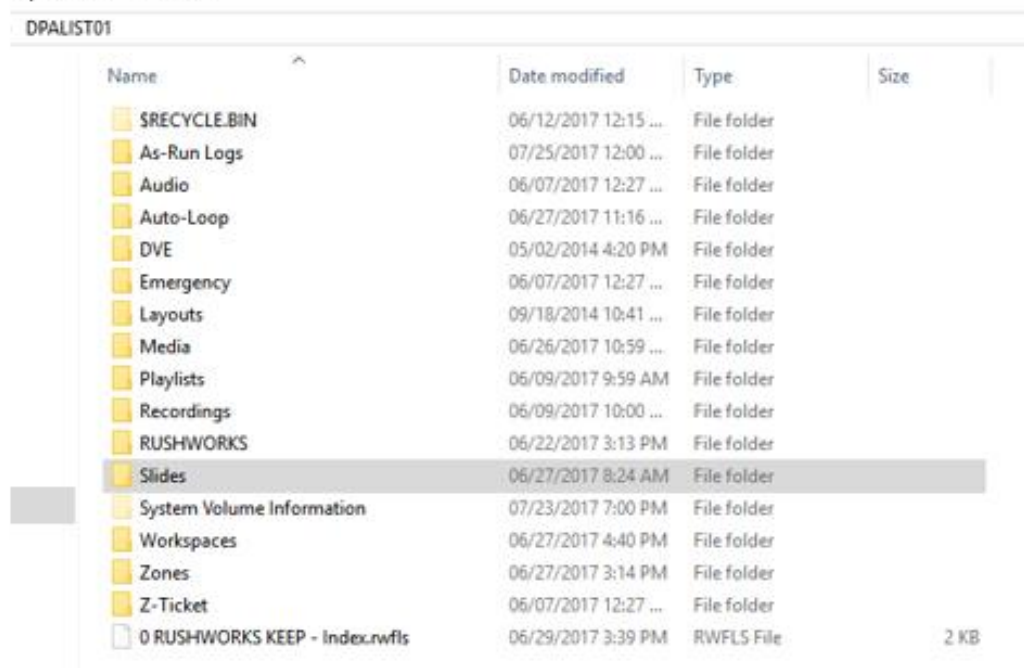
## **DPTV Submission guidelines:**

### DPALIST01 SLIDE CREATION INSTRUCTIONS

1. Open File Explorer
2. Open DPALIST01



3. Open Slides folder



4. Open your Department's folder

## DPALIST01 SLIDE CREATION INSTRUCTIONS

5. Open your Department name Template.potx

DPALIST01 > Slides > City News

Name	Date modified	Type	Size
Active	06/27/2017 11:24 ...	File folder	
Archive	06/23/2017 12:54 ...	File folder	
City News Template.potx	06/30/2017 2:16 PM	Microsoft PowerP...	1,127 KB
Thumbs.db	07/06/2017 2:23 PM	Data Base File	9 KB

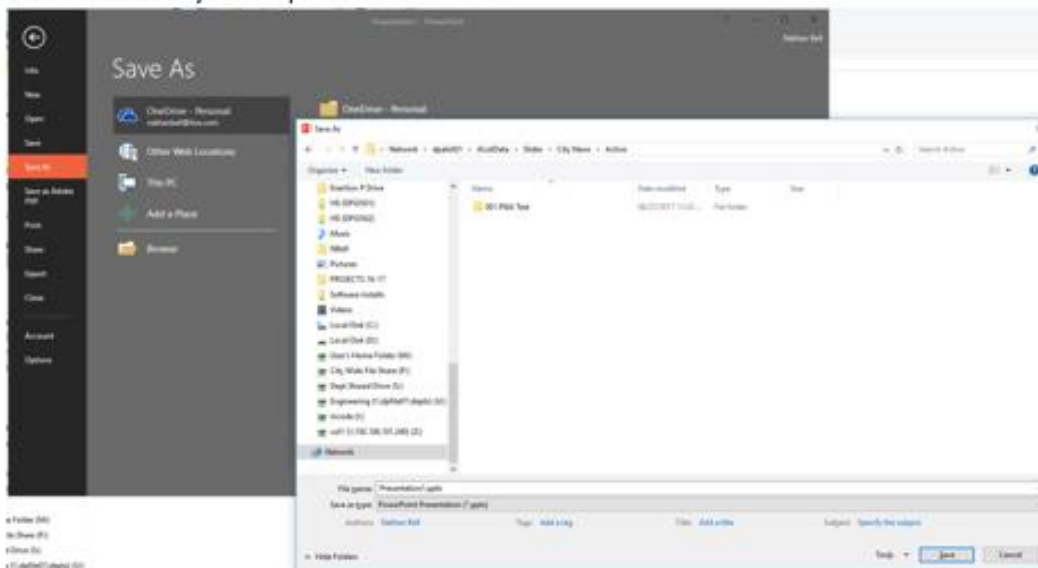
6. Select the Header text box and type in the new Slide Header



7. Select the text box and type your new Slide message

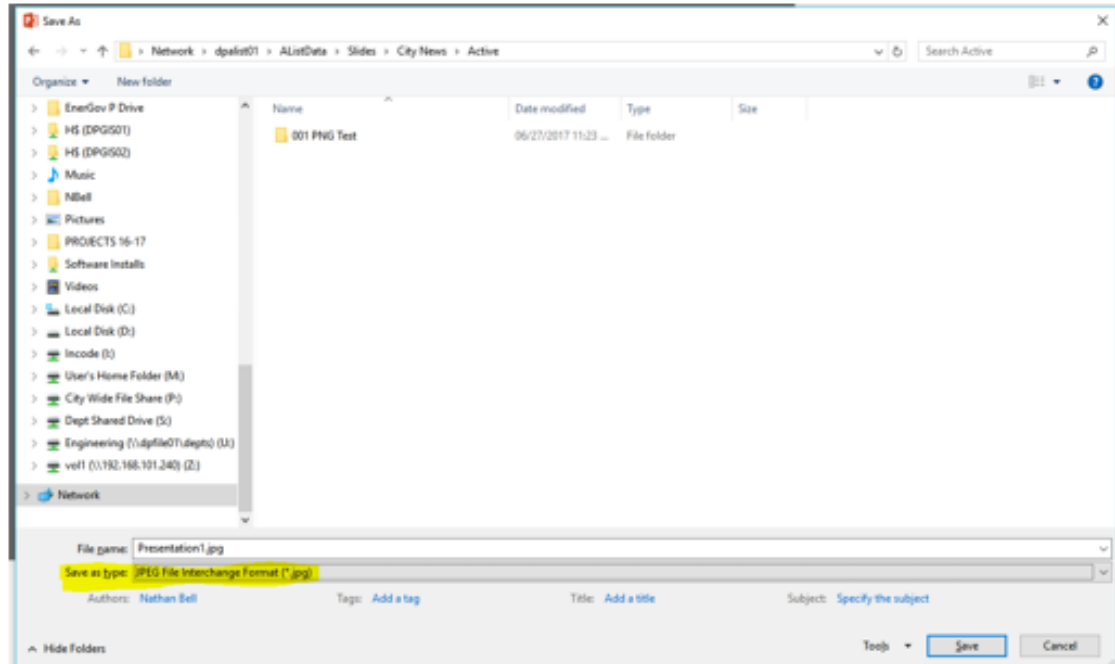


8. Once you have updated all of the slides needed, click File, Save As and then navigate to the Active folder in your Department's folder

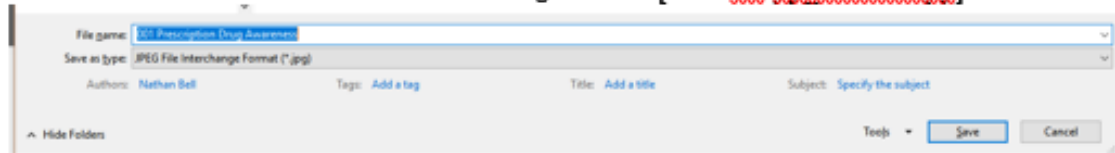


## DPALIST01 SLIDE CREATION INSTRUCTIONS

### 9. Change the Save as type to JPEG File Interchange Format (\*.jpg)



### 10. Name your Slide something meaningful and always start the file name with 001. If you have multiple Slide sets use the next numerical number. IE 002, 003, 004 ETC. Also be sure list the Start & End Dates for the slides in the following format: **[mm-dd-yy mm-dd-yy]**



### 11. Send email to [DPTV@deerparktx.org](mailto:DPTV@deerparktx.org) letting Nathan & Cristina know that a new slide/video has been submitted.