



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 25, 2012

**Prepared By/Phone Number:** Danny Hobby/854-4416

**Elected/Appointed Official/Dept. Head:** Danny Hobby

**Commissioners Court Sponsor:** County Judge Samuel T. Biscoe

### **AGENDA LANGUAGE:**

CONSIDER AND TAKE APPROPRIATE ACTION ON HOLDOVER AND AMENDMENT FOUR TO AGREEMENT BETWEEN CITY OF AUSTIN AND TRAVIS COUNTY FOR EMERGENCY MEDICAL SERVICES.

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

The purpose of the FY 2009 EMS Interlocal Cooperative Agreement ("Agreement") is to provide for emergency medical services and transport medical services to Suburban Travis County (the county's geographic area outside the City of Austin) through the use of City staff, City-owned equipment, County provided vehicles and stations, and other County-owned assets.

The purpose for Holdover and Amendment Four is to extend coverage, commencing October 1, 2012 for a term of 120 days and terminable on January 28, 2013, subject to the amendments described in this Holdover and Amendment Four (see attached Holdover and Amendment Four document). During the Holdover term, the Agreement remains in full force and effect.

Emergency Services staff and staff with City of Austin EMS are currently negotiating the terms of a new interlocal agreement for the delivery of emergency medical services, and anticipate bringing a new interlocal to Commissioners Court before the end of the 120 day term.

**STAFF RECOMMENDATIONS:**

Emergency Services recommends approval of Holdover and Amendment Four of the Agreement. The Court has approved amendments to this Agreement in past years.

**ISSUES AND OPPORTUNITIES:**

County and City staff will be reviewing by January 28, 2013 any recommendations or changes we feel may be necessary to benefit the service delivery and the cost of services for emergency medical services in Travis County outside the City of Austin.

The City of Austin EMS Department has been providing emergency medical services to Travis County for over thirty years.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

The necessary funding is a budgeted expense included in the FY13 budget.

The budget incorporates the established financial formula calculations for expenses and the receipt of 100% of the revenue for all ground patients treated in Travis County outside the Austin city limit. County reimburses City (for operating costs of EMS ground services, including administrative and management costs) based on percentages determined as part of the financial formula.

**REQUIRED AUTHORIZATIONS:**

Barbara Wilson, County Attorney's Office, 854-9567

Marvin Brice, Purchasing Office, 854-9765

Kapp Schwebke, Auditor's Office, 854-6628

William Derryberry, PBO, 854-4741

Cheryl Aker, Judge's Office, 854-9558

**HOLDOVER AND AMENDMENT FOUR TO AGREEMENT  
BETWEEN CITY OF AUSTIN AND TRAVIS COUNTY  
FOR EMERGENCY MEDICAL SERVICES**

This Amendment Four to the Agreement between the City of Austin and Travis County for Emergency Medical Services executed by both parties in September, 2009, is entered into by the following parties: the City of Austin, a Texas municipal corporation, ("City") and Travis County, ("County").

RECITALS

City and County entered into an Agreement between the City of Austin and Travis County for Emergency Medical Services for the fiscal year 2009 that was effective retroactively on October 1, 2008 ("FY 2009 Agreement").

City and County renewed and amended the FY 2009 Agreement, for a one year term beginning October 1, 2009, and ending September 30, 2010.

City and County renewed and amended the FY 2009 Agreement, for a one year term beginning October 1, 2010, and ending September 30, 2011.

City and County renewed and amended the FY 2009 Agreement, for a one year term beginning October 1, 2011, and ending September 30, 2012.

City and County wish to hold the FY 2009 Agreement as amended by Amendment One and Amendment Two and Amendment Three over to extend that Agreement.

City and County wish to renew Amendment Three as amended in this amendment, beginning October 1, 2012, for a term not to exceed for 120 days and terminable on January 28, 2013.

City and County are authorized to enter into this Amendment Four in all respects by TEX. GOV'T. CODE ANN., ch. 791.

AGREEMENT TO AMEND AND RENEW FY 2009 AGREEMENT AS AMENDED

The parties agree to amend the FY 2009 Agreement as amended by Amendment One and Amendment Two and Amendment Three, as follows:

**1. AMENDMENT OF FY 2009 AGREEMENT:**

**1.1 Changes Effective in Amendment Four.** The following changes to FY 2009 Agreement become effective as noted in this amendment by both parties:

1.1.1 Effective October 1, 2012, section 9.7 True Up for EMS Payments, as amended by Amendment Three, October 1, 2012, is deleted and the following section 9.7 True Up for EMS Payments is inserted in its place:

9.7 True Up for EMS Payments The true-up for ground services shall be performed in accordance with the true-up formula for ground services set forth in Exhibit C-3 in the Agreement for the initial year of the contract.

The true-up for ground services shall be performed in accordance with the true-up formula for ground services set forth in Exhibit C-1 in the Amendment One for the first renewal term of the contract from October 1, 2009 to September 30, 2010.

The true-up for ground services shall be performed in accordance with the true-up formula for ground services set forth in Exhibit C-2 in this Amendment Two for the second renewal term of the contract from October 1, 2010 to September 30, 2011.

The true-up for ground services shall be performed in accordance with the true-up formula for ground services set forth in Exhibit C-3 in this Amendment Three for the third renewal term of the contract from October 1, 2011 to September 30, 2012, unless sooner terminated.

The true-up for ground services shall be performed in accordance with the true-up formula for ground services set forth in Exhibit C-3 in this Amendment Three for the fourth renewal term of the contract from October 1, 2012 to January 28, 2013, unless sooner terminated.

No later than December 31 following the end of the initial term and the first three renewal terms, a statement of the total City EMS Department costs and expenses for ground services properly incurred against the City's EMS Budget for the term shall be available from the City Controller's Office. If the amount of properly incurred costs and expenses during such term is less than the City's EMS Budget, the excess of City's EMS Budget over properly incurred costs and expenses shall be paid in full by the City to County by January 31. Costs and expenses that are not anticipated, disclosed to, and approved by County before the effective date of this Agreement or the effective date of any renewal shall not be considered properly incurred unless later agreed upon by County and City for the purposes of performing the true up for EMS payments. If the total costs and expenses that were properly incurred against the City's EMS Budget for a contract term exceed the City's EMS Budget for that term, the County EMS Manager shall promptly request a budget amendment in such excess amount to the Commissioners Court. County shall not be required to reimburse City for the excess unless a budget amendment for that term is approved by Commissioners Court. In the event there is a holdover period, the true-up provisions shall be implemented as if there had been no holdover.

No later than March 31 following the end of the holdover term after the third renewal term, a statement of the total City EMS Department costs and expenses for ground

services properly incurred against the City's EMS Budget from October 1, 2012 until January 28, 2013, shall be available from the City Controller's Office. If the amount of properly incurred costs and expenses during that holdover term is less than that portion of the City's EMS Budget related to the holdover term, the excess of City's EMS Budget over properly incurred costs and expenses shall be paid in full by the City to County by October 15, 2013. Costs and expenses that are not anticipated, disclosed to, and approved by County before the effective date of this Agreement or the effective date of any renewal or holdover shall not be considered properly incurred unless later agreed upon by County and City for the purposes of performing the true up for EMS payments. If the total costs and expenses that were properly incurred against the City's EMS Budget for a contract term exceed that portion of the City's EMS Budget related to the holdover term, the County EMS Manager shall promptly request a budget amendment in such excess amount to the Commissioners Court. County shall not be required to reimburse City for the excess unless a budget amendment for that holdover term is approved by Commissioners Court.

1.1.2 Effective October 1, 2012, subsections 9.11 Amended Financial Provisions is added at the end of section 9 as follows:

9.11 Amended Financial Provisions. No later than January 28, 2013, the EMS Director and County EMS Manager shall reexamine the financial formula in Exhibit C-3 and the revenue payment method stated in this agreement, and establish an equitable method for allocating financial responsibility for expenditures and paying revenues from responding units and pick up areas both within the Suburban County and the City of Austin and these methods become effective on the first of the month after amending this Agreement to implement these methods which may occur at any time during the term of this Agreement.

**2. ACKNOWLEDGEMENTS:** The parties acknowledge that, as used in this document, the term "Amendment One" means the FY 2009 Agreement, as amended by Amendment One; the term "Amendment Two" means the FY 2009 Agreement, as amended by Amendment One and Amendment Two; the term "Amendment Three" means the FY 2009 Agreement, as amended by Amendment One, Amendment Two and this Amendment Three, and the term "Amendment Four" means the FY 2009 Agreement, as amended by Amendment One, Amendment Two, Amendment Three and this Amendment Four.. The provisions from the FY 2009 Agreement relate to the true-up of expenses and fees for the period October 1, 2008 to September 30, 2009. The provisions from Amendment One relate to the true-up of expenses and fees for the period October 1, 2009 to September 30, 2010. The provisions from Amendment Two relate to the true-up of expenses and fees for the period October 1, 2010 to September 30, 2011. . The provisions from Amendment Three relate to the true-up of expenses and fees for the period October 1, 2011 to September 30, 2012.

**3. HOLDOVER OF AMENDMENT THREE AS AMEMDED:** City and County are approving the holdover of Amendment Three, commencing October 1, 2012 for a term of 120 days and terminable on January 28, 2013, subject to the amendments described in this Holdover and Amendment Four.

**4. STATUS AND AMENDMENT OF AMENDMENT THREE INCLUDING EXHIBITS:**

**4.1 Effective dates of FY 2009 Agreement, Amendment One, Amendment Two, and Amendment Three:** The FY 2009 Agreement is and remains effective for all purposes including performance of services and accounting for expenses related to the period from October 1, 2008 to September 30, 2009 inclusive. Amendment One is and remains effective for all purposes including performance of services and accounting for expenses related to the period from October 1, 2009 to September 30, 2010 inclusive. Amendment Two is and remains effective for all purposes including performance of services and accounting for expenses related to the period from October 1, 2010 to September 30, 2011 inclusive. Amendment Three is and remains effective for all purposes including performance of services and accounting for expenses related to the period from October 1, 2011 to September 30, 2012 inclusive. The FY 2009 Agreement and all Exhibits attached to it remains effective for the purpose of evaluating performance of services, payments by County, accounting of expenses and fees, and implementation of the provisions requiring true-up of expenses and fees for the period October 1, 2008 to September 30, 2009. Amendment One, and all Exhibits attached to it remains effective for the purpose of evaluating performance of services, payments by County, accounting of expenses and fees, and implementation of the provisions requiring true-up of expenses and fees for the period October 1, 2009 to September 30, 2010. Amendment Two, and all Exhibits attached to it remains effective for the purpose of evaluating performance of services, payments by County, accounting of expenses and fees, and implementation of the provisions requiring true-up of expenses and fees for the period October 1, 2010 to September 30, 2011. Amendment Three, and all Exhibits attached to it remains effective for the purpose of evaluating performance of services, payments by County, accounting of expenses and fees, and implementation of the provisions requiring true-up of expenses and fees for the period October 1, 2011 to September 30, 2012.

**4.2 Exhibits Effective Between October 1, 2012 and January 28, 2013:**

**4.2.1 FY 2009 Agreement Exhibits in Effect:** Exhibit F – FY 2009 Travis County First Responder Organization Agreement attached to the FY 2009 Agreement is and remains effective for all purposes including performance of services and accounting for expenses related to the period from October 1, 2011 to January 28, 2013 inclusive, unless sooner terminated.

**4.2.2 Exhibits Amended for Fiscal Year 2012:** Exhibits A-3, B-3, C-3, D-3, E-3 and G, which are listed below and were attached to Renewal and Amendment Three, are effective for evaluating performance of services, payments by County, accounting of expenses and fees, and implementation of the provisions requiring true-up of expenses and fees for the period from October 1, 2011 through January 28, 2013, unless sooner terminated.

Exhibit	A-3	FY 2012 Suburban County Station Locations
Exhibit	B-3	FY 2012 Inventory of County-Owned Vehicles in City Possession
Exhibit	C-3	FY 2012 Financial Formulas and Fees
Exhibit	D-3	FY 2012 Performance Measures and Reports
Exhibit	E-3	FY 2012 Travis County First Responder Training and Other Services
Exhibit	G	FY 2012 Austin-Travis County EMS Advisory Board General Provisions

**5. INCORPORATION OF FISCAL YEAR 2009 AGREEMENT AS AMENDED:** City and County hereby incorporate the FY 2009 Agreement and Amendments One and Two and Three into this

Amendment Four. Except for the changes made in this Amendment Four, City and County hereby ratify all of the terms and conditions of the FY 2009 Agreement and Amendments One and Two and Three and agree that they shall continue in effect.

**6. EFFECTIVE DATE:** Upon approval by the City of Austin City Council of a resolution approving the holdover of the FY 2009 Agreement and Amendments One and Two and Three and authorizing the City Manager through the City EMS Director to enter into a written agreement memorializing the holdover and following approval by the Travis County Commissioners Court, this Amendment Four is effective October 1, 2012.

**CITY OF AUSTIN**

By: \_\_\_\_\_  
Marc Ott, City Manager

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

**TRAVIS COUNTY**

By: \_\_\_\_\_  
Samuel T. Biscoe, County Judge

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