



Item 11

Travis County Commissioners Court Agenda Request

Meeting Date: January 22, 2013

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 RENEWAL AND AMENDMENT FOUR TO AGREEMENT BETWEEN CITY OF AUSTIN AND TRAVIS COUNTY FOR EMERGENCY MEDICAL SERVICES IN FISCAL YEAR 2013.

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 of Amendment FOUR is to renew and extend coverage to include the FY 2013 service period, just as the previous Amendment Three extends coverage to include the FY 2012 service period. There currently is in place a holdover of 120 days (expires January 28, 2013).

The City and County seek to continue working together and to consider improvements to EMS service delivery (both parties will be developing a direct cost determination by March 15, 2013 and reviewing the current and future cost factors for FY 2013 and FY 2014) to save lives and maximize the benefits to those persons in need of such services. The challenge is to deliver the best care while simultaneously controlling costs.

STAFF RECOMMENDATIONS:

Staff and Emergency Services recommend approval of this renewal and amendment of the Agreement (see attached). The Court has approved amendments to this Agreement in past years.

ISSUES AND OPPORTUNITIES:

City and County staff will be reviewing after our March 15th deadline 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.

Approval of the FY 2013 EMS ILA allows for the continuation, via Amendment Four, of providing emergency medical services to Travis County residents.

FISCAL IMPACT AND SOURCE OF FUNDING:

The necessary funding of \$12,532,638.00 is a budgeted expense included in the following FY2013 TCES account(s) for EMS Consolidation, Department 59:

Cost Center 1590080001 GL 511500	EMS Ground	\$12,512,838
Cost Center 1590020001 GL 511490	EMS Air	\$ <u>19,800</u>
		\$12,532,638

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
- Bonnie Floyd, Purchasing Office, 854-4173
- Kapp Schwebke, Auditor's Office, 854-6628
- William Derryberry, PBO, 854-4741
- Jose Zavala, Judge's Office, 854-9555

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

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

RECITALS

City and County developed an Emergency Medical Services System that provides services throughout the entire geographic area of the City of Austin and Travis County.

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 term beginning October 1, 2009, and ending September 30, 2010 ("FY 2010 Amendment").

City and County renewed and amended the FY 2009 Agreement, as amended by the FY 2010 Amendment, for a term beginning October 1, 2010, and ending September 30, 2011 ("FY 2011 Amendment").

City and County renewed and amended the FY 2009 Agreement as amended by the FY 2010 and FY 2011 Amendments to allow for a third extension and to extend that Agreement for a term beginning October 1, 2011, and ending September 30, 2012 ("FY 2012 Amendment").

City and County wish to amend the FY 2009 Agreement as amended by the FY 2010, FY 2011, and FY 2012 Amendments, and including the holdover extension to January 28, 2013 to extend that Agreement for an additional term effective as of October 1, 2012, and ending September 30, 2013, all under the terms and conditions set forth in this Amendment Four.

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

AGREEMENT TO RENEW AND AMEND FY 2009 AGREEMENT

The parties agree to amend the FY 2009 Agreement, as amended by the FY 2010, FY 2011, and FY 2012 Amendments, as follows:

1. ACKNOWLEDGEMENTS: City and County acknowledge that each party has continued to provide services to the other party, as described in the FY 2009 Agreement, as amended by the FY 2010, FY 2011, and FY 2012 Amendments, and as extended under Section 13.13.3 Holdover, from September 30, 2012 to January 28, 2013. The parties acknowledge that, as used in this document, the term "Amendment Four" means the FY 2009 Agreement, as amended by the FY 2010,

FY 2011, and FY 2012 Amendments and as further amended by this Amendment Four. The provisions from the FY 2012 Amendment that relate to the true-up of expenses and fees for the period October 1, 2011 to September 30, 2012 have been satisfied.

2. RENEWAL OF FY 2009 AGREEMENT AS AMEMDED: City and County are approving the renewal of the FY 2009 Agreement, as previously amended by the FY 2010, FY 2011, and FY 2012 Amendments and as extended under Section 13.13.3 of that agreement from September 30, 2012 to January 28, 2013, for an additional term commencing effective as of October 1, 2012, and ending September 30, 2013, subject to the amendments described below and to their right of termination in the FY 2009 Agreement as amended by the FY 2010, FY 2011, and FY 2012 Amendments.

3. STATUS AND AMENDMENT OF FY 2009 AGREEMENT INCLUDING EXHIBITS:

3.1 Amendment of FY 2009 Agreement:

3.1.1 FY 2009 Agreement in Effect: Except as amended in FY 2010, FY 2011, and FY 2012 Amendments and this Amendment Four, 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, 2012, to September 30, 2013, inclusive.

3.1.2 Amendments of FY 2009 Agreement:

3.1.2.1 Section 2.1. EMS Advisory Board is deleted and replaced in its entirety with the following:

2.1. EMS Advisory Board City and County shall maintain an EMS Advisory Board with membership that includes representation from the County and the City. The membership shall be selected in accordance with a process approved by the Commissioners Court and the City Council. City and County adopt the advisory board general provisions stated in Exhibit G-1.

The City Council and Commissioners Court may agree to dissolve the advisory board for any reason, including but not limited to the board's failure to meet. The EMS Advisory Board shall review the performance of the EMS System from the perspective of each of the types of organizations and entities of which it consists. The EMS Advisory Board shall be asked to consider and make recommendations about the most appropriate delivery of emergency medical services throughout Travis County.

3.1.2.2 Section 4.1.3. Medical Supervision/Compliance is deleted and replaced in its entirety with the following:

4.1.3 EMS Supervision/Compliance. Provide supervision of the medical aspects of Emergency Medical Services to assure compliance with the Texas Health and Safety Code, applicable Texas Department of State Health Services regulations.

3.1.2.3 Section 4.2. EMS Presence in Suburban County, is deleted and replaced in its entirety with the following:

4.2 EMS Presence in Suburban County. Provide one ambulance at each location listed in Exhibit A-4 and staff ambulances in accordance with staffing configuration requirements established by the EMS Medical Director and in compliance with the Texas Health and Safety Code. Except for EMS 32 and EMS 36, provide ambulance and staff on a 24/7 basis and staff one ambulance at the locations listed as EMS 32 and EMS 36 in Exhibit A-4, on a 12/7 basis.

4.2.1 Location of Ambulances. While the City and the County agree that the locations listed in Exhibit A-4 are suitable locations to position ambulances for geographic coverage during this term of the Agreement, the parties acknowledge that changes in locations may be warranted. The City will work collaboratively with the County to arrive at the best locations for all County-based ambulances

4.2.2 Utilization of EMS Squads. When approved by County, the City will utilize EMS Squads in areas of the County agreeable to EMS Director and County EMS Manager. "EMS Squad" means a non-transport capable response vehicle staffed with Advanced Life Support capability.

3.1.2.4 Effective January 29, 2013, subsection 4.4.2. Travis County Capital Assets Reports is added at the end of subsection 4.4.1:

4.4.2 Travis County Capital Assets for Fiscal Year 2013. The City and County agree that Exhibit H details the capital assets owned by the County and maintained by the City as of January 1, 2013. This exhibit, Exhibit H, will be updated and provided to the County by March 15 of each year reflecting any updates. If there are updates to Exhibit H, the City will provide a detailed explanation of the disposition of the asset and return any asset to the County

3.1.2.5 Section 4.7.61. Collected Revenue Reporting is deleted and replaced in its entirety with the following:

4.7.61 Collected Revenue Reporting. City shall issue a statement to County by the fourth business day of each month showing the total amount of revenue collected during the previous calendar month from all payers treated in Suburban County. By the 20th business day of the following month, City shall provide the County with a reconciliation report that balances the previous month's collected revenue statement with the City's Comptroller balance sheet.

3.1.2.6 Section 4.8. STAR Flight Dispatch is deleted and replaced in its entirety with the following:

4.8 STAR Flight Dispatch. City shall dispatch the air medical transport vehicles to EMS incidents in the City and Suburban County with City EMS Communications staff in accordance with Medical Priority Dispatch criteria as defined by the EMS Medical Director and the *STAR Flight* Dispatch Policy as approved by the Commissioners Court. City shall coordinate with qualified on-scene personnel to monitor and modify the dispatch of *STAR Flight* based on needs at the scene.

3.1.2.7 Section 4.9. Training for Aeromedical Communications Staff (ACS) is deleted and replaced in its entirety with the following:

4.9 Training for Aeromedical Communications Staff (ACS). City shall allow up to 12 Communications Medics to elect to participate in the ACS program for training in air emergency medical service dispatch and response. The number of participants shall be based upon employee interest and the operational needs of EMS for ground dispatch. Participants will receive training from County in coordinating dispatch requests and responses for *STAR Flight*. Initial and continued participation of Communications Medics must be approved by both City and County. The parties agree that the medics who choose to participate shall continue to be responsible for ground EMS dispatching, call taking, and other duties at the communications center for both City and Suburban County, and therefore the City cannot guarantee a minimum time period during which the medics will be available for this training. City agrees that ACS personnel will be positioned to assume ACS duties should they occur and not conflict with other duties. The parties further agree that the Communication Medics shall continue to be managed and scheduled by City supervisors and managers. Any request by the County for ACS medics to attend meetings or participate in training shall be submitted in writing (electronic mail acceptable) by the County EMS Manager to the EMS Director and approval shall be contingent upon County's agreement to compensate City for any additional costs and the operational needs of EMS for ground dispatch. City and County shall collaboratively perform an annual review of the Commission on Accreditation of Medical Transport Systems (CAMTS) requirements to identify future improvements in aeromedical communications services. The City will deliver an improvement plan by March 15, 2013 for the next year budget planning that identifies any costs associated with proposed new or enhanced services.

3.1.2.8 Effective January 29, 2013, subsection 8.12. Performance Measures and Reports is added between the end of subsection 8.1 and the beginning of 8.2.

8.12. Performance Measures and Reports. City shall provide regular reports as indicated in Exhibit D-4, Performance Measures and Reports. Except for the Monthly EMS Expenditure Reports and the City's Comptroller Reconciliation Report, which will be provided by the 20th business day of the following month, the reports will be included as

part of the bill packet each month. Any monthly bill packet that does not fully contain these required monthly reports will be considered as incomplete and not eligible for payment processing until the monthly reporting requirements are satisfied.

3.1.2.9 Section 9.7. True Up for EMS Payments is deleted and replaced in its entirety with the following:

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 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-4 in this Amendment Four for the second extension of the contract from October 1, 2012, to September 30, 2013, unless sooner terminated.

No later than December 31 following the end of the initial term and each renewal term, 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.

3.1.2.10 Effective January 29, 2013, subsection 9.12. Zero-Based Cost Determination is added at the end of subsection 9.11.

9.12 Zero-Based Cost Determination. The City in collaboration with the County will develop a zero based cost determination of direct cost allocation for FY2014 and provide the final report to the County by March 15, 2013. Zero Based cost determination means the process of reviewing every expense line item of the City EMS budget and justifying all expenses for each fiscal year starting from a "zero-base", and every function within the EMS department is analyzed for what is needed in the next Fiscal Year and the costs for it without regard to whether these are higher or lower than previously budgeted amounts to allow strategic goals to be implemented by grouping costs, then measuring them against previous results and current expectations.

3.1.2.11 Section 13. Miscellaneous and Closing Clauses, Subsections 13.11.1 and 13.11.2 are deleted and replaced in their entirety with the following:

13.11.1 Address of County. The address of County for all purposes under this Agreement shall be:

If by Mail

If by Personal Delivery

Cyd Grimes (or her successor)
Purchasing Agent, Travis County
P.O. Box 1748
Austin, Texas 78767

Cyd Grimes (or her successor)
Purchasing Agent, Travis County
700 Lavaca Street, Suite 800
Austin, Texas 78701

And to:

Danny Hobby (or his successor)
County Executive, Emergency Services
Travis County
P.O. Box 1748
Austin, Texas 78767

Danny Hobby (or his successor)
County Executive, Emergency Services
Travis County
5501 Airport Blvd, Suite 203
Austin, Texas 78751

13.11.2 Address of City. The address of the City for all purposes under this Agreement shall be:

If by Mail
Marc Ott
City Manager
(or his successor)
City of Austin
P.O. Box 1088
Austin, Texas 78767

If by Personal Delivery
Marc Ott
City Manager
(or his successor)
City of Austin
301 West 2nd Street
Austin, Texas 78701

With copies to (registered or certified mail is not required)

If By Mail:
Ernesto Rodriguez, Director
(or his successor)
City of Austin EMS Department
P.O. Box 1088
Austin, Texas 78767

If by Personal Delivery:
Ernesto Rodriguez, Director
(or his successor)
City of Austin EMS Department
RBJ Building,
15 Waller Street, 2nd Floor
Austin, Texas 78702

And to:

Karen Kennard, City Attorney
(or her successor)
City of Austin Law Department
P.O. Box 1088
Austin, Texas 78767

Karen Kennard, City Attorney
(or her successor)
City of Austin Law Department
301 West 2nd Street
Austin, Texas 78701

3.1.2.12 Subsection 13.13.1 Initial Term and Potential Renewal on Mutual Agreement is deleted and the following subsection is inserted in its place:

13.13.1 Initial Term and Potential Renewal on Mutual Agreement. This Agreement begins on October 1, 2008, and shall continue for one year, unless terminated earlier in accordance with the terms of this Agreement. The parties may renew this Agreement, or portions of it as specified in the amendment renewing it, for up to four (4) additional terms of one year each, subject to the parties' rights of termination in this Agreement and the approval by Commissioners Court of County funding for each renewal term. The amount payable by County in any renewal term shall be as approved by Commissioners Court and City Council through the County and City budget processes and stated in the Exhibit C applicable to that renewal term, as incorporated in an amendment to this Agreement approved by Commissioners Court and City Council.

3.1.2.13 Effective January 29, 2013, Section 14.13. STAR Flight Medical Director is deleted and replaced in its entirety with the following:

14.121 *STAR Flight Medical Director*. “*STAR Flight Medical Director*” means a physician who meets the criteria established by the State of Texas utilized by the County to serve as the Medical Director for *STAR Flight*.

3.2 Amendment of Exhibits:

3.2.1 FY 2009 Agreement Exhibits in Effect: Exhibit F—Travis County Vehicle and Equipment Safety Policy 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, 2012 to September 30, 2013 inclusive.

3.2.2 Exhibits Amended for Fiscal Year 2013: Exhibits A-4, B-4, C-4, D-4, E-4, G-1 and H, which are listed below and attached to this Renewal and Amendment Four, 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, 2012 through September 30, 2013, unless sooner terminated.

Exhibit	A-4	FY 2013 Suburban County Station Locations
Exhibit	B-4	FY 2013 Inventory of County-Owned Vehicles in City Possession
Exhibit	C-4	FY 2013 Financial Formulas and Fees
Exhibit	D-4	FY 2013 Performance Measures and Reports
Exhibit	E-4	FY 2013 Travis County First Responder Training and Other Services
Exhibit	G-1	FY 2013 Austin-Travis County EMS Advisory Board General Provisions
Exhibit	H	FY 2013 Travis County Capital Assets

4. INCORPORATION OF FY 2009 AGREEMENT AS AMENDED: City and County hereby incorporate the FY 2009 Agreement as amended by FY 2010, FY 2011, and FY 2012 Amendments and the holdover extension to January 28, 2013 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 as amended by FY 2010, FY 2011, and FY 2012 Amendments and the holdover extension to January 28, 2013 and Amendment Four and agree that they shall continue in effect throughout the term of Amendment Four.

5. EFFECTIVE DATE: When it is approved by both the Travis County Commissioners Court and the City of Austin City Council, this amendment is effective as of October 1, 2012.

[Signatures on following page]

CITY OF AUSTIN
A Home Rule Municipality

By: _____
Michael McDonald, Deputy City Manager

Date: _____

TRAVIS COUNTY

By: _____
Samuel T. Biscoe, County Judge

Date: _____

EXHIBIT A-4
FY 2013 City and Suburban County Stations,
City Peak Load Units and Rescue Units
For FY 2013

Travis County	Station Address	Responsible Party for	Coverage
EMS9 (Lakeway)	1211 Lohman's Crossing Lakeway, Texas 78738	Travis County	24/7
EMS20 (Pflugerville)	911 West Pflugerville Loop	Travis County	24/7
EMS 21 (Westlake)	1295 Capital of Texas Hwy, South Austin, Texas 78746	Travis County ESD	24/7
EMS22 (Lago Vista)	3605 Allegiance Cove Lago Vista, Texas 78645	Travis County	24/7
EMS23 Manor	13419 US Hwy 290 East, Manor Texas 78653	Travis County & City of Manor	24/7
EMS24 South-East Travis	5412 Hwy. 183 South Austin, Texas 78704	Travis County	24/7
EMS25 (Jonestown)	18310 Park Drive Jonestown, Texas 78645	City of Jonestown	24/7
EMS Med-Rescue 26 (Pedernales)	22404 State Hwy 71 West Spicewood, Texas 78669	Travis County	24/7
EMS 32 South-West Travis	3621 RM 620 South Austin, Texas 78738	Temporary Station	12/7
EMS36 North-East Travis	2301 Kelly Lane Pflugerville	Travis County	12/7

* -The facility that will act as the temporary location for EMS 32 is a City of Austin facility. For the purposes of Exhibit A, EMS 32 is a County Unit. EMS 32 is considered a County Unit for purposes of the Financial Formula described in Exhibit C in this Agreement.

City of Austin	Station Address	Responsible Party for
DM1 - Peakload Unit	None	City of Austin
DM2 - Peakload Unit	None	City of Austin
DM3 - Peakload Unit	None	City of Austin
EMS01	3616 South 1st Street	City of Austin
EMS02	6601 Manchaca Rd	City of Austin
EMS03	1305 Red River	Seton Hospital
EMS04	1201 Webberville Rd	City of Austin
EMS05	5710 N Lamar Blvd	City of Austin
EMS 06	401 E 5th St	City of Austin
EMS07	8989 Research Blvd	City of Austin
EMS08	5211 Balcones Dr	City of Austin
EMS 10	5228 Duval Rd	City of Austin
EMS 11	5401 McCarty Ln	City of Austin
EMS 12	5309 Riverside Dr	City of Austin
EMS 13	1330 E Rundberg Ln	City of Austin
EMS 14	7200 Berkman	City of Austin
EMS 15	400 Ralph Ablanedo	City of Austin
EMS 18	1101 W Braker Ln	City of Austin
EMS 19	10111 Anderson Mill Rd	City of Austin
EMS27	10041 Lake Creek Pkwy	City of Austin
EMS28	5905 Nuckols Crossing	City of Austin
EMS29	12711 Harris Glen	City of Austin
EMS30	2454 Cardinal Loop	City of Austin
EMS 31	11401 Escarpment	City of Austin
EMS34	9421 Spectrum Dr.	City of Austin
EMS 35	11265 Harris Branch Parkway	City of Austin
EMS 33*	Mueller	City of Austin
EMS Med-Rescue 16	7701 River Place Blvd	City of Austin
EMS Med-Rescue 17	2307 - A Foster Ave	City of Austin

* EMS 33 will become active in the System in the 2nd Quarter of FY 2013

EXHIBIT B-4
FY 2013 Inventory of County-Owned Vehicles
in City Possession for Use in EMS System

Vehicles in Possession by City as of October 1, 2012					
ATCEMS Vehicle ID	Tx License	Chassis Year	Make	Vehicle Type and Color	Primary Assignment
00E004TC*	779-981	2000	International	Ambulance (White)	EVOC Driver Training
05E806TC	208-992	2005	International	Ambulance (Yellow)	Reserve
05E807TC	208-993	2005	International	Ambulance (Yellow)	Reserve
05E808TC	208-994	2005	International	Ambulance (Yellow)	Reserve
06E705TC	1000-367	2006	International	Ambulance (Yellow/Blue)	Rotates at Stations
06E706TC	1000-366	2006	International	Ambulance (Yellow/Blue)	Rotates at Stations
06E707TC	1000-368	2006	International	Ambulance (Yellow/Blue)	Rotates at Stations
08E810TC	1027020	2008	International	Ambulance (Yellow/Blue)	Rotates at Stations
09E819TC	1046117	2009	International	Ambulance (Yellow/Blue)	Rotates at Stations
09E820TC	1057678	2009	International	Ambulance (Yellow/Blue)	Rotates at Stations
08E830TC	1026773	2008	Ford	Response Support Vehicle (Yellow) F350 Pickup Truck	Operations Supervisor
08E831TC	1026774	2008	Ford	Response Support Vehicle (Yellow) F350 Pickup Truck	Operations Supervisor
08E832TC	1046288	2008	Ford	Response Support Vehicle (Yellow) F350 Pickup Truck	Operations Supervisor
10E911TC	1070862	2010	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations
10E912TC	1070861	2010	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations
10E913TC	1081871	2008	Dodge Sprinter	Ambulance (Yellow/Blue)	Special Events
02E015TC	826-933	2002	Ford	Response Support Vehicle (Yellow)	First Responder Training
11A032TC	1116450	2011	Chevrolet	Tahoe (White)	Office of the Medical Director
08E838TC	1046087	2008	Ford	Expedition (White)	Office of the Medical Director
11E121TC	1114541	2011	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations
11E122TC	1114540	2011	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations
11E123TC	1114539	2011	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations
12E132TC	1131283	2012	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations
12E133TC	1131282	2012	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations
12E139TC	Pending	2012	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations
12E140TC	Pending	2012	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations

*Unit Number 00E004TC, is no longer licensed by the State of Texas as an ambulance. It is being used by the City for training purposes only.

In addition to the vehicle assets listed in this exhibit, the County has purchased medical equipment and other assets that are in the City's possession for use in the EMS system. An annual inventory of these items will be performed by the City to verify possession.

Vehicles Returned as of December 1, 2012					
ATCEMS Vehicle ID	Tx License Number	Chassis Year	Make	Vehicle Type and Color	Primary Assignment
01E500TC*	823-832	2001	Freightliner	Ambulance (Yellow)	EVOC Driver Training
02E501TC*	842-479	2002	Freightliner	Ambulance (Yellow)	EVOC Driver Training

Vehicles To Be Returned in FY-13					
ATCEMS Vehicle ID	Tx License Number	Chassis Year	Make	Vehicle Type and Color	Primary Assignment
05E806TC	208-992	2005	International	Ambulance (Yellow)	Reserve
05E808TC	208-994	2005	International	Ambulance (Yellow)	Reserve

EXHIBIT C-4
FY 2013 Financial Formulas and EMS Fees

C. 1 EMS Fees for FY 2013

The term of the Amendment Four is for the period beginning as of October 1, 2012, and ending September 30, 2013.

The FY 2013 Annual EMS Fee, based on the formula outlined in Section C.2 below, equals twelve million five hundred and thirty two thousand, six hundred and thirty eight dollars (\$12,532,638). During FY 2013, County shall pay City a monthly fee of one million forty four thousand, three hundred and eighty six dollars and fifty cents (\$1,044,386.50) for the EMS Fee.

County and City acknowledge that the execution of this Agreement is occurring after the effective date of the initial term of the Agreement and that since October 1, 2012, County has made four (4) monthly payments to City for FY 2013 EMS services based on one twelfth of the Annual FY 2012 EMS Fee, which is nine hundred eighty-nine thousand, eighty-nine dollars and seventy-five cents (\$989,039.75).

To address the difference between the Annual EMS Fee due for services provided from October 1, 2012, through the date this Agreement is executed, and the total amount paid to City for FY 2013 EMS Services from October 1, 2012, through the date this Agreement is executed, County shall make a payment to City of two hundred and twenty one thousand, three hundred and eighty-seven dollars (\$221,387.00) within 30 days after this Agreement is executed by both parties.

C.2 Financial Formula for FY 2013 Annual EMS Fee.

The Annual EMS Fee is based on two components: (1) the service fee and (2) the application of the administrative rate to the service fee.

1 Service Fee Components

a. Formulas

For EMS services provided during FY 2013, the service portions of the Annual EMS Fee is calculated based on the application of the following formula to the FY 2013 Approved Budget for the City of Austin's EMS General Fund Non-Administrative Budget.

- FY 2013 City EMS Personnel Budget times the Personnel Multiplier for FY 2013
- FY 2013 City EMS Contractuals Budget minus the total amount budgeted in the line items listed below times the Contractuals Multiplier for FY 2013
- FY 2013 City EMS Commodities Budget times the Commodities Multiplier for FY 2013
- FY 2013 City EMS Expense Refunds Budget times the Expense Refunds Multiplier for FY 2013

b. Personnel Multiplier and Contractual Multiplier for FY 2013.

The Personnel Multiplier and the Contractual Multiplier for FY 2013 is based on the total number of EMS stations located within Travis County, outside of the City's corporate limits, as a percentage of the total number of EMS stations located within Travis County, both within and outside the City limits during fiscal year 2012. In determining the total number of EMS stations, peak load units are each counted as a 0.5 station for the Personnel Multiplier, the Contractual Multiplier, and the Expense Refunds Multiplier. (A peak load unit is a roving ambulance that is not assigned to a specific station and is used on an as-needed basis in the busiest areas.) The County percentage is based upon stations with operating funds as of October 1, 2011. Based on this formula, the Personnel Multiplier and the Contractual Multiplier and the Expense Refund Multiplier for FY 2013 shall be 25.17%

- c. Line Items Excluded from Contractual Budget for FY 2013.
The following line items from the FY 2013 Approved EMS General Fund Budget will be excluded from the total contractual cost for determining the portion of this budget included in the Annual EMS Fee and in determining the portion of these expenditures related to this budget that will be included in calculating the true-up and County pays none (0%) of the following line items:

- Line Item Number 5520 - architectural services
- Line Item Number 5620 - legal services
- Line Item Number 6126- rental-other equipment
- Line Item Number 6160- electric service
- Line Item Number 6162- gas/heat
- Line Item Number 6165- water service
- Line Item Number 6170 - wastewater service
- Line Item Number 6174- drainage fee
- Line Item Number 6175- garbage collection
- Line Item Number 6185 - EMS interlocal services
- Line Item Number 6361- awards
- Line Item Number 6383 - building maintenance
- Line Item Number 6404- telephone base
- Line Item Number 7482 - food/ice

- d. Commodities Multiplier for FY 2013.

The Commodities Multiplier for FY 2013 shall be based on the total number of FY 2011 EMS responses located within Travis County, outside of the City limits, as a percentage of the total number of FY 2011 EMS responses (combined responses made within and outside the City limits). Based on this formula, the commodities multiplier for FY 2013 shall be 13.40%.

- e. Application of Base Direct Service Fee Portion of Formula.

Application of the above formula and the value of the multipliers results in a service fee for FY 2013 of eleven million seven hundred sixty seven thousand and seven hundred and thirty six dollars (\$11,767,736)

2 Calculation of Administrative Fee.

The administrative fee is to cover certain administrative costs of City. It is calculated by multiplying the base direct services fee of eleven million seven hundred sixty seven thousand and seven hundred and thirty six dollars (\$11,767,736) by the administrative rate of six and a half percent (6.5%). The calculated administrative fee for FY 2013 is seven hundred sixty four thousand, nine hundred and three dollars (\$764,903).

3 Calculation of Annual EMS Fee

The base services fee of eleven million seven hundred sixty seven thousand, seven hundred thirty six dollars (\$11,767,736) is added to the administrative fee of seven hundred sixty four thousand, nine hundred three dollars (\$764,903) to calculate the Annual EMS Fee of twelve million five hundred thirty two thousand, six hundred and thirty eight dollars (\$12,532,638).

C. 3 True Up for FY 2013 EMS Fee Payments Made by County.

The FY 2013 EMS Fee is based upon budgeted costs for FY 2013. City shall perform a true-up following September 30, 2013. The true-up of total City EMS Department (excluding the Contractual line item numbers listed in C.2) costs will be available by December 31, 2013, through the Close 2 report prepared annually by the City Controller's Office. The true-up follows the true-up formula outlined in C.4 below. By January 31, 2014, City shall refund to County the County portion of any savings attributable to the City EMS Department determined by using the FY 2013 cost multipliers set forth below in Section C.4.

C.4 FY 2013 EMS Fee True-Up Formula.

There are two steps in determining the amount that County is to receive from City as a result of City EMS Department savings.

1 Step One

The first step is to determine the portion of the total City EMS Department savings from services that result from applying the following FY 2013 multipliers to the total FY 2013 actual savings for each of the following types of savings in the City EMS Department:

- Personnel savings for services are reimbursed to County at the Personnel Multiplier rate set forth in C.2. Personnel savings include all costs and expenses incurred by City that are not anticipated, disclosed to, and approved by County before the effective date of this Agreement unless Commissioners Court agrees to these costs or expenses in a written amendment before they are incurred provided, however, that costs for overtime incurred when City employees are responding to court summons or subpoenas shall be reviewed and agreed upon by EMS Director and County EMS Manager during the true-up process.
- Commodities savings for services are reimbursed to County at the Commodities Multiplier rate set forth in C.2. Commodities savings include all expense refunds received by EMS that are attributable to commodities costs.
- Contractual savings for services are reimbursed to County at the Contractual Multiplier rate set forth in C.2 with the exception of the following line items:
 - 5564-Collection Services: true-up will be based on actual County costs
 - 6250 - Fleet Maintenance: true-up will be based on actual County costs
 - 6255 - Fuel: true-up will be based on actual County costs

- The following line items are excluded from the total contractuals cost and County pays none (0%) of the following line items, which are expenditures for City of Austin EMS stations:
 - 5520 -architectural services
 - 5620 - legal services
 - 6126 - rental-other equipment
 - 6160 -electric service
 - 6162 - gas/heat
 - 6 165 - water service
 - 6170 - wastewater service
 - 6 174 -drainage fee
 - 6 175 - garbage collection
 - 6383 - building maintenance
 - 6185 - EMS interlocal services
 - 6361 - awards
 - 6404 - telephone base
 - 7482 - food/ice
- The excess of estimated Capital Costs over actual invoice costs of the equipment purchased.

The cost model for reimbursement under the Agreement does not include, either directly or indirectly, any of the expenses described below. Any of the following expenses that are incurred by the City are refunded to Travis County through the true-up process described in this section.

- a) Other Post-Employment Benefits (OPEB) for City employees, whether or not those costs are for current year benefits, prior year benefits, or future year benefits;
- b) employee recognition, rewards or awards other than performance pay documented pursuant to Council adopted compensation schedules;
- c) entertainment and gifts, including meals or beverages, even if related to a business purpose. This subsection c) notwithstanding, the cost model allows for payment for meal and beverage expenses for employees incurred during out-of-town trips or conferences related to services provided under this Agreement and incurred according to the City travel policy (a current copy of which has been provided to County; copies of amendments will be provided to County whenever changes are made);
- d) legislative consultant services;
- e) donations/sponsorships to non-profit or private organizations;
- f) legal services because the parties agree that the City has no obligation to provide legal services to County under this Agreement;
- g) consulting services; this subsection (g) notwithstanding, the cost model will allow for payment for consulting services related to services provided within the scope of this Agreement.

2 Step Two

The second step is to acknowledge the reduction in administrative fee due during FY 2013 by multiplying the result of the calculations in step one of the True Up by the administrative rate of six and a half percent (6.5%).

Total Amount Due County as a Result of True Up Calculations

County shall receive from the City an amount equal to the results of the calculations in step one added to the results of the calculations in step two.

C.5 Quarterly Expenditure Reports and Estimates.

The parties acknowledge that the Quarterly Expenditure Reports include projections for the remaining quarters in the initial term which are only estimates and the City is not able to determine if there are actual savings and the amount of any such savings until after the initial term.

C.6 Budget and New Station Planning for FY 2013

By March 15, 2013, each party shall provide the other party with the most current available estimates of all projected major costs that would relate to the Agreement for FY 2014. Budget updates shall include all plans by either party for the opening of any new stations within the EMS System. Plans for new stations should include input from the other party, before proposed budgets for new stations are submitted.

C.7 Financial Formula for FY 2013 STAR Flight Fee.

For STAR Flight services provided during the 2013 Renewal Term, the Annual STAR Flight Fee is equal to nineteen thousand eight hundred dollars (\$19,800) which is 100% of the budgeted costs for the following line items in the City STAR Flight Budget:

- Object 5005- Overtime for Only STAR Flight Training and STAR Flight meetings for Aeromedical Communications Specialists
- Object 5114- Aeromedical Communications Specialist (ACS) Stipends
- Object 5190 - FICA Tax (related to charges in objects 5005 and 5114)
- Object 5191 - Medicare Tax (related to charges in objects 5005 and 5114)
- Object 6408 - Emergency systems telephone

C.8 True Up for FY 2013 STAR Flight Fee Payments Made by County.

The FY 2013 STAR Flight Fee is based upon budgeted costs for FY 2013. City shall perform a true-up following September 30, 2013. A true-up of the costs and expenses properly incurred against the City's STAR Flight Budget for FY 2013 shall be available no later than December 31, 2013 from the City Controller's Office. If the amount of costs and expenses properly incurred against the City's STAR Flight Budget in FY 2013 is less than the City's STAR Flight Budget, the excess of City's STAR Flight Budget over properly incurred costs and expenses in this Budget shall be paid in full by the City to County by January 31, 2014.

EXHIBIT D-4
FY 2013 Performance Measures and Reports

"ESD" means the geographic area served by a Travis County Emergency Services District
 "County Quadrant" means one of four county quadrants (outside the City) designated by ATCEMS for reporting purposes
 Quarterly Performance Reports to be provided by the last business day of January, April, July, and October, the month following the end of the quarters.
 Annual Performance and Financial Reports to be provided on a fiscal year basis by December 1 of each year, except for the annual inventory of County-owned assets in use by City, which shall be submitted by May 15 of each year

FY 2013 Measure Name	Frequency of City/County Combined Data
Number of 911 calls received by ATCEMS	Quarterly and Annually
Austin -Travis County EMS Grade of Service (Percent of calls answered by ATCEMS Communications staff within 10 seconds of first ring)	Quarterly and Annually
Average ATCEMS Communications Call Processing Time (from receipt of call until ambulance dispatch)	Quarterly and Annually
Total ATCEMS Responses	Quarterly and Annually
Percentage of total ATCEMS ground responses made into Suburban County (all ATCEMS ground units)	Quarterly and Annually
Percentage of Total Ground Responses by County Ground Units (%of total responses performed by County Ground Units)	Annually
Percentage of Total Ground Responses made by County Ground Units into the City of Austin	Quarterly and Annually
Percentage of Total Ground Responses made by City Ground Units into Suburban County	Quarterly and Annually
90th Percentile ATCEMS Response Time (from time call received by EMS Communications until arrival at scene)	Quarterly and Annually
90th Percentile ATCEMS Suburban County Response Time (from time call received by EMS Communications until arrival at scene)	Quarterly and Annually
90th Percentile ATCEMS City of Austin Response Time (from time call received by EMS Communications until arrival at scene)	Quarterly and Annually
Percentage of ATCEMS cardiac arrest patients (non-trauma) discharged from the hospital alive	Quarterly and Annually

FY 2013 Measure Name	Frequency of City/County Combined Data
Number of EMS Incidents within Suburban County	Monthly and Annually
Number of EMS Patient Transports within Suburban County	Monthly and Annually
Number of EMS Incidents within City of Austin	Monthly and Annually
Number of EMS Patient Transports within City of Austin	Monthly and Annually
Monthly EMS Expenditure Report: A104, Controller's Office – City of Austin Detail Listing of Expenditures Vs. Budget	By the 20th business day of the following month
Monthly EMS Expenditure Report: A105, Controller's Office – City of Austin Detail Listing of Expenditures Vs. Budget	By the 20th business day of the following month
Monthly Ambulance Call History Report: City/County responses by Unit	Monthly and Annually
Number of Sworn Vacancies	Monthly
Fleet Maintenance Summary for County Vehicles	Monthly and Annually
Fleet Fuel Summary for County Vehicles	Monthly and Annually
Monthly Commander Call History Report: City/County responses by Unit	Monthly and Annually

EXHIBIT E-4
FY 2013 Travis County First Responder
Training and Other Services

For the period covered by Amendment Four, County shall provide funding, in an amount not to exceed one hundred eight thousand dollars and no cents (\$108,000.00) unless additional encumbered or pre-encumbered funds are carried forward from a prior fiscal year in the budget order, for Travis County First Responder training and medical supplies. Travis County First Responders may elect to use this funding for training provided by the City of Austin, as outlined in this Exhibit E. Alternatively; Travis County First Responders may obtain any desired training or medical supplies from any other vendor that is approved in advance by the County EMS Manager. If medical supplies are provided by another vendor or if training provided by another vendor involves medical services, the medical supplies or training must also be approved in advance by the EMS Medical Director. If the Travis County First Responders elect to use the funds for supplies, the supplies shall be provided by Austin-Travis County EMS under the terms of this Exhibit.

City of Austin Training Fees for FY 2013

If Travis County First Responders elect to use any of these funds from the County to obtain training through Austin-Travis County EMS, the following course fees shall apply. If City adds courses that are consistent with the three types listed "Potential New Courses" and these courses are offered to County and County makes them available to Travis County First Responders, County agrees to reimburse City at the rates stated below.

City of Austin Course Name/Training Item	FY 2013 City of Austin Fee
CPR/AED Basic Training	
Adult, Child and Infant CPR & Heimlich Double Rescuer	\$16 per student plus instructor costs
Healthcare Provider Recertification's	\$5 per student plus instructor costs
CPR/AED Instructor Training	
Instructor Certification (includes materials)	\$74 per student plus instructor costs
Instructor Recertification	\$5 per student plus instructor costs
TVNCR Rental	\$20 per day
Instructional Video Tape Rental	\$5 per day
Manikin rental, adult model	\$9
Manikin rental, child or infant model	\$7
Automated External Defibrillator (AED) rental	\$25 per day
Internships with Austin-Travis County Paramedics	
Paramedic-Intermediate	\$1.65 per hour
Continuing Education/Basic Training	
National Standards – Initial Course (includes ITLS)	\$130 per person
National Standards – Recertification (includes ITLS)	\$75 per person
Skills Testing for BLS and ALS	\$40 per person
ACLS/ITLS/AMLS/PHTLS Instructor Course	\$100 per person
Emergency Care Attendant (ECA) Course	\$335 per person
Emergency Medical Technician-Basic (EMT-B)	\$575 per person

City of Austin Course Name/Training Item		FY 2013 City of Austin Fee
Course Materials & Supplies		
	ACLS Certification Cards	\$2.50 per card
	AMLS Certification Cards	\$15 per card
	AMLS Recertification Cards	\$10 per card
	ITLS Advanced Certification Certificates	\$17 per certificate
	ITLS Basic Certification Certificates	\$12 per certificate
	PALS Certification Cards	\$2.50 per card
	PHTLS Certification Cards	\$15 per card
	PHTLS Recertification Cards	\$10 per card
	Other National Standards Course Cards	\$10 per person
	ACLS Training Books	\$30 per book
	ITLS Training Books	\$52 per book
	AMLS Training Books	\$65 per book
	PALS Training Books	\$35 per book
	PHTLS Training Books	\$50 per book
	Other National Standards Training Books	\$45 per book
Advanced EMS Training		
	Rope Operations	\$315 per person
	Rope Technician	\$225 per person
	12 Lead EKG Class (8 hr)	\$60 per person
	Vehicle Extrication Course	\$75 per person
	Hazardous Materials for EMS Course	\$120 per person
	ICS/MCI Course	\$60 per person
	Swiftwater Operations	\$315 per person
	Swiftwater Technician	\$225 per person
	Emergency Vehicle Operator's Course	\$230 per person
	Search and Rescue Fundamentals Course	\$250 per person
	Certified Instructor/Coordinator Fee (if no per person fee is charged) – for courses that may be developed by City	\$25 per hour
Potential New Courses		
	Classroom Training – clinical subject matter	\$27.50 per hour, per instructor
	Lab or Mobile scenario training – clinical subject matter	\$ 27.50 per hour, per instructor (minimum of 2 instructors)
	Skills specific training – basic or advanced clinical subject matter	\$27.50 per hour, per instructor

Payments by County for Travis County First Responder Training Charges

The City shall invoice County quarterly for Travis County First Responder training services provided under this Exhibit E. The invoices shall be sent to the County EMS Manager. County shall pay invoiced amounts for services provided to Travis County First Responders, not to exceed the combined total of one hundred eight thousand dollars and no cents (\$108,000.00) for both training and medical supplies provided to Travis County First Responders unless additional encumbered or pre-encumbered funds are carried forward from a prior fiscal year in the budget order. County shall pay the amounts invoiced within thirty (30) business days after receipt of each invoice. The training invoices shall include the course title, date, location, the names and agencies of all Travis County First Responders in each course, a copy of the certificate of completion for each First Responder named, and the total cost of all training services for the quarter incurred by the City for providing training to Travis County First Responders.

FY 2013 Medical Supplies for Travis County First Responders

For FY 2013, City shall continue to provide medical supplies to Travis County First Responders to the extent that medical supplies are requested by Travis County First Responders, funding is approved by Commissioners Court, and funding is available from the County for reimbursement of the City's actual supply costs. Supplies shall be provided from the Travis County First Responder Medical Supply List approved by the EMS Medical Director and in accordance with Austin-Travis County EMS Clinical Operating Guidelines. This list may be updated periodically by the EMS Medical Director as needed.

Payments by County for Travis County First Responder Supply Charges

The City shall invoice County quarterly for Travis County First Responder medical supplies provided under this Exhibit E. The invoices shall be sent to the County EMS Manager. County shall pay invoiced amounts for supplies provided to Travis County First Responders not to exceed the combined total of one hundred eight thousand dollars (\$108,000.00), for both training and medical supplies provided to Travis County First Responders unless additional encumbered or pre-encumbered funds are carried forward from a prior fiscal year in the budget order. County shall pay the amounts invoiced within thirty business days after receipt of each invoice. The invoice for supplies provided to Travis County First Responders shall include the date supplies are provided, the description and quantity of medical supplies provided, the Travis County First Responders to whom the supplies are provided, the per unit cost of each item supplied, the total cost per item, and the total cost of all medical supplies provided. Upon request, City shall provide County with documentation for unit costs of medical supplies either through actual invoices or with a copy of the current City contract that states the unit price of the item supplied as sufficient documentation for payment of supply invoices.

Insufficient Documentation for First Responder Fees

No later than thirty one (31) days after receipt of an invoice described in this Exhibit E, the County EMS Manager shall notify the EMS Director in writing when the invoice appears insufficient or incorrect. If County notifies City that any invoice described in this Exhibit E is incorrect or lacks sufficient information, City shall provide a corrected invoice, if the original is in fact incorrect, or any additional information in its possession concerning expenses within fifteen (15) days and the County shall submit payment within thirty one (31) days of the receipt of such additional invoice or information.

Suspension of Training or Supply Services

In the event that the County does not pay City in a timely manner for either supplies or training services that the City has provided to Travis County First Responders under this Agreement, City may suspend providing either or both training or supply services until it has been reimbursed in full by County. Training shall not be suspended for classes that are in progress.

EXHIBIT G-1
AUSTIN – TRAVIS COUNTY EMS ADVISORY BOARD
GENERAL PROVISIONS

1 DEFINITIONS.

- 1.1 **BOARD** means the Austin-Travis County EMS Advisory Board as described in the Interlocal Agreement between the City of Austin and Travis County.
- 1.2 **BOARD MEMBER** includes an alternate member.
- 1.3 **COMMITTEE** means a body of board members established by an affirmative vote of the board, consisting of at least three board members, to which the board has delegated a defined matter, or matters.
- 1.4 **WORKING GROUP** means a body of persons which may include board members and non-board members established by an affirmative vote of the board, consisting of less than a quorum of the board, to which the board delegates a defined matter, or matters, for consideration and recommendation to the board. A working group is automatically dissolved after it reports its recommendations to the board.

2 BOARD COMPLIANCE WITH OPEN GOVERNMENT.

- 2.1 The board and its committees shall comply with chapter 551 (*Open Meetings Act*). This subsection does not apply to working groups.

3 QUORUM AND ACTION.

- 3.1 A majority of the total number of authorized board members constitutes a quorum for the conduct of business. The board is comprised of nine members, of which five board members constitute a quorum.
- 3.2 A board action must be adopted by an affirmative vote of the number of members necessary to provide a quorum. For a nine member board, a board action must be adopted by an affirmative vote of five board members.

- 3.3 The number of members necessary to provide a quorum must be physically present at a meeting to conduct business.

4 STAFF SUPPORT.

- 4.1 The Austin – Travis County EMS Department provides staff support for the board and each committee of this board and each joint committee, including an executive to serve as executive board liaison and a staff member to serve as board liaison between the department and the board.

5 MEMBER ELIGIBILITY REQUIREMENTS AND REMOVAL.

- 5.1 A board member is appointed by and serves at the pleasure of the governing body that appoints that board member.
- 5.2 The board is comprised of a membership that represents the interests listed below. The following table represents each member representation and appointment body.

Representation	Appointment Body
Emergency Services District Boards of Commissioners	Travis County Commissioners Court
Neighborhood Groups	Austin City Council
Consumer informed about issues relating to Emergency Medical Services	Travis County Commissioners Court
St. David’s Hospital representative	Austin City Council
Corporate response group representative	Austin City Council
Travis County representative	Travis County Commissioners Court
Seton Hospital representative, Physician	Austin City Council
Informed Consumer	Austin City Council
Local Physician knowledgeable about Emergency Medical and Trauma Services	Travis County Commissioners Court

- 5.3 A person who is registered or is required to register as a lobbyist under the Austin City Code Chapter 4-8 (*Regulation of Lobbyists*) or who is employed by a person registered or required to register under that chapter is not eligible to serve on a board until the expiration of three years after the date that the person ceases to be registered, required to be registered, or employed by a person registered or required to register.
- 5.4 A person must file a written application that is presented to the governing body that appoints that board position to be eligible for appointment to the board.
- 5.5 After a person is appointed to the board, the person is not eligible to begin service until the person has signed a written acknowledgment stating that the person:
- 5.5.1 has taken the oath associated with the position; and
 - 5.5.2 has received a copy of and agreed to comply with the City of Austin's ethics and personal responsibility guidelines.
- 5.6 To maintain eligibility, a board member must:
- 5.6.1 complete the board training required by Section 7 (*Training*); and
 - 5.6.2 comply with the attendance requirements of Section 9 (*Attendance Requirements And Automatic Vacation*).
- 5.7 A person may not serve on more than one City-established board simultaneously, except as a representative of another board or as required by federal or state law or City ordinance or resolution.
- 5.8 A board member who becomes ineligible to serve under federal or state regulation may not continue to serve even though a successor has not been appointed.
- 5.9 A board member may be removed at any time by an affirmative vote of the majority of the governing body that appointed that board member.

5.10 Unless otherwise provided by these general provisions, a City or County employee may not serve as a member of board if:

5.10.1 the employee is classified at the executive level;

5.10.2 the employee is required to file an annual financial statement;

5.10.3 the City employee works for the Law Department, the Financial Services Department, the Purchasing Department, the Austin – Travis County EMS Department or the Project Management Division of the Public Works Department of the City of Austin or the County employee works for the County Attorney, Planning and Budget Office, or the Purchasing Office of Travis County; or

5.10.4 the subject matter within the scope of the City or County department in which the City or County employee is employed makes it likely that the board will consider subject matter related to the City or County department.

6 MEMBERSHIP TERM AND LIMITATION.

6.1 A board member is appointed for a term of up to three years beginning August 1st. The tenure of a board member appointed by a City Council member runs concurrently with the tenure of the City Council member who appoints the member.

6.2 Except as provided in Subsection 6.3, a board member may serve not longer than nine consecutive years on the board.

6.3 A board member who has served nine years on the board is not eligible for reappointment until the expiration of two years after the last date of the member's service on the board.

7 TRAINING.

- 7.1 A board member who does not comply with the training requirements automatically vacates his position, subject to the hold over provision in Section 10 (*Vacancy and Hold Over Capacity*).
- 7.2 Each board member must complete a board course developed by staff not later than the 90th day after the date of the member's appointment or reappointment. The training shall include:
 - 7.2.1 a review of a board member's personal and ethical responsibilities;
 - 7.2.2 the role of council and staff and the council-manager form of government;
 - 7.2.3 the role of advisory boards in making recommendations and advising City Council and Travis County Commissioners Court;
 - 7.2.4 board procedures, including attendance and quorum;
 - 7.2.5 Government Code Chapter 551 (*Open Meetings Act*), Robert's Rules of Order, and Americans with Disabilities Act requirements; and
 - 7.2.6 conflict resolution; and
 - 7.2.7 the use of a City e-mail account for board-related business.
- 7.3 Communications Using Electronic Devices
 - 7.3.1 This section does not apply to voice communications. This section does not allow voice communications that are prohibited by Texas Government Code, Chapter 551 (*Open Meetings Act*)

7.3.2 The City Clerk for the City of Austin (city clerk) shall establish and maintain an electronic mail (e-mail) system for the use of board members in conducting board business. The city manager shall provide the necessary technical support.

7.3.3 Except as provided in this subsection, a board member shall use the City e-mail account provided by the city clerk under this section for all communications using an electronic device to transmit text related to the member's service as a board member.

7.3.3.1 Before the city clerk may furnish a City e-mail account to a board member, the board member must receive training on the use of the City e-mail account, and accept the terms of a user agreement to be prescribed by ordinance.

7.3.3.2 If a board member receives a communication related to their service as a board member on a non-City e-mail account, the board member shall promptly forward the communication to the City e-mail account furnished to the board member.

7.3.3.3 A board member who does not comply with the training requirement in this section, or does not accept the terms of the user agreement, may not have access to a City e-mail account. A board member who does not have access to a City e-mail account may not use electronic devices to transmit text related to board business. This does not prohibit the board member from responding on a non-City email account to a communication initiated by a City employee who is assigned to support a board as a job duty.

8 CONFLICT OF INTEREST.

- 8.1 This section is cumulative of Austin City Code Chapter 2-7 (*Ethics And Financial Disclosure*) and Local Government Code Chapter 171 (*Regulation Of Conflicts Of Interest Of Officers Of Municipalities, Counties, And Certain Other Local Governments*). Under this section a board member has a conflict of interest if the City Code or another law prohibits the board member from taking action on a vote or decision before the board.
- 8.2 At each meeting, a board member shall sign an attendance sheet and shall indicate:
- 8.2.1 that the board member has no conflict of interest related to any item on the agenda; or
 - 8.2.2 the number of an agenda item for which the board member has a conflict of interest.
- 8.3 At each meeting of a committee to which a board member is appointed, a committee member shall sign in on a sheet provided and shall indicate:
- 8.3.1 that the committee member has no conflict of interest related to any item on the committee meeting agenda; or
 - 8.3.2 the number of an agenda item for which the committee member has a conflict of interest.
- 8.4 Failure by a member to comply with Subsections 8.2 and 8.3 results in that member being counted as absent from the board meeting; such an absence is an unexcused absence. Any vote or votes cast by a member who fails to comply with Subsections 8.2 or 8.3 are not counted at the board or committee meeting at issue.

9 ATTENDANCE REQUIREMENTS AND AUTOMATIC VACATION.

9.1 Except as provided in Subsection 9.2, a board member automatically vacates the board position if the board member is absent for two consecutive regular meetings or one-half of all regular meetings in a rolling 12-month period, subject to the hold over provision in Section 10 (*Vacancy and Hold Over Capacity*). Attendance by a board member at committee meetings and working group meetings is not considered for purposes of determining the board member's compliance with attendance requirements.

9.2 Subsection 9.1 does not apply to an absence due to the following:

9.2.1 the board member's illness or injury;

9.2.2 the illness of or injury to a member of the board member's immediate family; or

9.2.3 the birth or adoption of the board member's child, for 90 days after the birth or adoption.

The board member must notify the staff liaison of one of these stated reasons for the absence not later than the date of the next regular meeting of the board. For an absence due to the birth or adoption of the board member's child, the board member must notify the staff liaison not later than the date of the next regular meeting after the birth or adoption.

9.3 The Austin – Travis County EMS department which is assigned to provide staff support to the board shall keep attendance records and notify the city clerk and County Executive Emergency Services if a board member fails to comply with attendance requirements.

9.4 The city clerk and County Executive Emergency Services Manager shall notify the nominating City Council member or County Commissioners Court if a board member's attendance record creates an automatic vacancy that requires a new appointment.

10 VACANCY AND HOLD OVER CAPACITY.

- 10.1 A board member whose term has expired continues to serve in a hold-over capacity until the earlier of the date a successor is appointed and qualified to fill the position or the 60th day after the term expiration date.

- 10.2 A board member who automatically vacates his position under Section 7 (*Training*) may maintain eligibility without the need for reappointment:
 - 10.2.1 if, not later than the 30th day after the applicable deadline, the member completes the eligibility requirement; and

 - 10.2.2 the member continues to serve in a hold-over capacity until the earlier of the date a successor is appointed and qualified to fill the position or the 60th day after the expiration of the applicable deadline.

- 10.3 A board member who vacates a board position under Section 9 (*Attendance Requirements and Automatic Vacation*) continues to serve in a hold-over capacity until the earlier of the date a successor is appointed to fill the position or the 60th day after the date the city clerk or County Executive Emergency Services notifies the nominating City Council member or County Commissioners Court that the board member's attendance record created an automatic vacancy that requires appointment of a new member.

11 BOARD AUTHORITY AND ACTION.

- 11.1 The board serves only in an advisory capacity to the Austin City Council and Travis County Commissioners Court, unless granted specific authority by both the Austin City Council and Travis County Commissioners Court.

- 11.2 An individual board member may not act in an official capacity except through the action of a majority of the board.

- 11.3 The board must take action or make a recommendation to the Austin City Council and Travis County Commissioners Court not later than the 90th day after the City Manager or County Judge has referred an item to the board for review. If the board does not act timely as required under this subsection, the Austin City Manager or County Judge may forward an item to the Austin City Council or Travis County Commissioners Court without a board recommendation.

12 OFFICERS AND COMMITTEES.

- 12.1 The board shall annually select from its membership a chair and any additional officers that the board finds appropriate.
- 12.2 A board member may not serve as an officer in a designated position of the board for more than three consecutive one-year terms. A board member who has served as an officer in a designated position of a board for three consecutive terms is not eligible for re-election to that designated office until two years after the last date of the board member's service in that office, unless, the board votes to reelect the board member to that designated office for an additional term by a two-thirds vote. For a nine member board, six members constitute a two-thirds vote.
- 12.3 The board may create a committee from its membership to aid the board in carrying out its purpose. A board may not designate or appoint a non-member to serve on a committee. A board may not create a joint committee with another board unless directed by a formal action of the City Council or Commissioners Court to do so.
- 12.4 In lieu of creating a committee, a board may create a working group to consider a defined matter or matters and report its findings and recommendation to the board. A working group is not required to comply with Government Code Chapter 551 (Open Meetings Act) or to keep minutes of its meetings.

13 MEETING REQUIREMENTS.

- 13.1 The board shall meet not less often than quarterly. The board shall annually approve a regular meeting schedule and file the schedule with the Austin – Travis County EMS department. The board may only call one meeting each quarter in addition to its regularly scheduled meetings, unless the unscheduled meeting is required to comply with a statutory deadline or a deadline established by Austin City Council or Travis County Commissioners Court.
- 13.2 The board may not conduct a closed meeting without the approval of the Austin City Attorney and the Travis County Attorney.
- 13.3 Each board meeting agenda shall provide for citizen communication.
- 13.4 A board liaison shall submit a meeting agenda through the city’s on-line agenda posting system and the County Judge’s office for each meeting.
- 13.5 The city clerk shall post each board meeting agenda and keep a record of postings for all board meetings.
- 13.6 The board and each committee shall keep and post minutes of its meetings on the designated on-line system. The minutes shall:
 - 13.6.1 list the members in attendance;
 - 13.6.2 state the subject of each deliberation; and
 - 13.6.3 indicate each vote, recommendation approved, or other action taken.
- 13.7 After first consulting with and receiving input from the staff liaison, the board chair shall approve each final meeting agenda prior to posting. Two or more board members may place an item on the agenda by oral or written request to the staff liaison at least five days before the meeting.

14 MEETING PROCEDURES.

- 14.1 Board meetings are governed by Robert's Rules of Order and the bylaws of the board.
- 14.2 The board shall adopt board bylaws. A board meeting may not extend beyond 10:00 p.m., unless the board votes to continue.

15 FAILURE TO MEET.

- 15.1 The Austin – Travis County EMS department employee who is assigned to provide staff support to the board shall notify the city clerk and County Executive Emergency Services if the board fails to post notice of and conduct a meeting for six months.
- 15.2 The Austin City Clerk and County Executive Emergency Services shall send written notice to the Austin City Council and the Travis County Commissioners Court of the board's failure to convene for six months. The city clerk shall make a recommendation to the Austin City Council on whether to continue the board within 60 days of receiving notice under this subsection. The County Executive Emergency Services shall make a recommendation to the Travis County Commissioners Court on whether to continue the board within 60 days of receiving notice under this subsection. The board shall not be dissolved unless both the Austin City Council and the Travis County Commissioners Court vote to dissolve it.

16 ANNUAL INTERNAL REVIEW AND REVIEW REPORT.

- 16.1 Each calendar year, the board chair must conduct an internal review of the board and prepare an internal review report using the template provided by the staff liaison. The internal review report must be filed with Austin – Travis County EMS department by March 31 of each year.
- 16.2 The report must include the following:
 - 16.2.1 a statement of the board's mission and a description of the board's actions in furtherance of that mission during the previous calendar year; and
 - 16.2.2 the board's goals and objectives for the new calendar year.

17 DISSOLUTION.

- 17.1 The Austin City Council or Travis County Commissioners Court may vote to dissolve the board at any time.

- 17.2 If abolished by the Austin City Council and the Travis County Commissioners Court, the board may continue in existence for a period not more than 30 days after the effective date of the last action to dissolve, for the limited purpose of making recommendations to the City Council and Commissioners Court on the conclusion of matters pending before the board.

18 RULES OF ORDER.

- 18.1 Each person and board member attending a board meeting should observe decorum. A person or board member should not speak out of turn, use disparaging or abusive language, or make threats of violence against any other person during a board meeting.

- 18.2 The presiding officer:
 - 18.2.1 should maintain order;

 - 18.2.2 should exercise the officer's authority impartially; and

 - 18.2.3 may shorten a person's speaking time or ban a person from speaking for the duration of a meeting only for a violation of decorum set out in this section.

EXHIBIT H
TRAVIS COUNTY CAPITAL ASSETS

TAG	SERIAL	DESCRIPTION
105960	32440189	#LP12 LIFEPAK 12 DEFIB/MONITOR
105962	32440191	#LP12 LIFEPAK 12 DEFIB/MONITOR
105963	32440192	#LP12 LIFEPAK 12 DEFIB/MONITOR
105964	32441991	#LP12 LIFEPAK 12 DEFIB/MONITOR
105990	32441992	#LP12 LIFEPAK 12 DEFIB/MONITOR
105991	32441994	#LP12 LIFEPAK 12 DEFIB/MONITOR
105992	32441995	#LP12 LIFEPAK 12 DEFIB/MONITOR
105993	32441996	#LP12 LIFEPAK 12 DEFIB/MONITOR
105996	32442000	#LP12 LIFEPAK 12 DEFIB/MONITOR
105997	32440193	#LP12 LIFEPAK 12 DEFIB/MONITOR
123583	32816148	#LP12 LIFEPAK 12 DEFIB/MONITOR
123584	33675407	#LP12 LIFEPAK 12 DEFIB/MONITOR
123585	33675406	#LP12 LIFEPAK 12 DEFIB/MONITOR
123595	34119129	#LP12 LIFEPAK 12 DEFIB/MONITOR
127987	ACN6C90264	17" F/P TOUCH SCREEN MONITOR, ELO
127987	ACN6C90264	17" F/P TOUCH SCREEN MONITOR, ELO
105998	32424788	BATTERY SUPPORT SYSTEM
105999	32424791	BATTERY SUPPORT SYSTEM
106000	32424793	BATTERY SUPPORT SYSTEM
106001	32424794	BATTERY SUPPORT SYSTEM
106002	32424795	BATTERY SUPPORT SYSTEM
106003	32424797	BATTERY SUPPORT SYSTEM
106004	32426115	BATTERY SUPPORT SYSTEM
123581	32426120	BATTERY SUPPORT SYSTEM

TAG	SERIAL	DESCRIPTION
123582	32426118	BATTERY SUPPORT SYSTEM
127989	K102929	LINK BOX
127989	K102929	LINK BOX
NEED	8GKYB64696	PANASONIC TOUGHBOOK
130617	103THQB968	RADIO UHF CDM 1250 MOBILE
137238	103THQB964	RADIO UHF CDM 1250 MOBILE
130618	103THLK504	RADIO VHF CDM 1250 MOBILE
137237	103THLK502	RADIO VHF CDM 1250 MOBILE
130616	500CHR0834	RADIO XTL5000 MOBILE AS PER QUOTE# BRS072307Q1
137236	500CHR0833	RADIO XTL5000 MOBILE AS PER QUOTE# BRS072307Q1
145328	145328	STRYKER STRETCHER, POWER PRO XL
145329	145329	STRYKER STRETCHER, POWER PRO XL