



Item 8

Travis County Commissioners Court Agenda Request

Meeting Date: March 29, 2013

Prepared By/Phone Number: Michael Long/854 4850; Marvin Brice/854 9765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Consider and take appropriate action on license agreement between Travis County Emergency Services District (ESD) No. 12 and Travis County for Manor Emergency Medical Services (EMS) post location to provide placement of a County EMS ambulance at fire station 1201.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

Travis County ESD No. 12 provides first responder emergency services within the City of Manor and the surrounding area. Travis County, through a cooperative interlocal with the City of Austin, currently provides emergency medical ground transport services for the same geographic area.

An agreement between ESD No. 12 and Travis County has been reached to allow for the placement of Austin/Travis County EMS Medic-23 at Fire Station 1201, the ESD's Fowler-Garmon Central Station 1201 at 405 West Parsons St. in Manor.

The Travis County Emergency Services (TCES) recommendation is to approve the license agreement with ESD No. 12 for the Manor EMS posting. Doing so will allow for collocating the Medic-23 ambulance and crew at Fire Station 1201.

The Travis County ESD No. 12 Board of Commissioners granted authority to execute this license agreement on March 12, 2013.

➤ **Contract-Related Information:**

Award Amount: 7,900.00

Contract Type: Interlocal Agreement

Contract Period: March 27, 2013 – September 30, 2013

➤ **Funding Information:**

SAP Shopping Cart #: N/A

Funding Account(s): 1590080001/511630

Comments: Fund Reservation No. 300000529



EMERGENCY SERVICES

DANNY HOBBY, EXECUTIVE MANAGER
P.O. BOX 1748, AUSTIN, TEXAS 78767
(512) 854-4416, FAX (512) 854-4786

*Emergency Management
Pete Baldwin, Emergency Mgmt.
Coordinator*

*Fire Marshal
Hershel Lee*

To: Travis County Commissioners Court

*Chief Medical Examiner
Dr. David Dolinak*

Via: Cyd Grimes, Purchasing Agent

From: Danny Hobby, County Executive for Emergency Services

*STAR Flight
Casey Ping, Program Manager*

Date: March 13, 2013

Technology & Communications

Subject: License Agreement with ESD-12 for Manor EMS Posting at Fire Station 1201

Proposed Motion:

CONSIDER AND TAKE APPROPRIATE ACTION ON LICENSE AGREEMENT BETWEEN TRAVIS COUNTY ESD NO. 12 AND TRAVIS COUNTY FOR MANOR EMS POST LOCATION TO PROVIDE PLACEMENT OF A COUNTY EMS AMBULANCE AT FIRE STATION 1201. (TCES, EMS)

Summary & Staff Recommendation:

Travis County ESD No. 12 provides first responder emergency services within the City of Manor and the surrounding area. Travis County, through a cooperative interlocal with the City of Austin, currently provides emergency medical ground transport services for the same geographic area.

An agreement between ESD No. 12 and Travis County has been reached to allow for the placement of Austin/Travis County EMS Medic-23 at Fire Station 1201, the ESD's Fowler-Garmon Central Station 1201 at 405 West Parsons St. in Manor.

The Travis County Emergency Services ("TCES") recommendation is to approve the license agreement with ESD No. 12 for the Manor EMS posting. Doing so will allow for collocating the Medic-23 ambulance and crew at Fire Station 1201.

The Travis County ESD No. 12 Board of Commissioners granted authority to execute this license agreement on March 12, 2013. Three signed originals will be forwarded to Purchasing when these become available from ESD No. 12 later this week.

It is requested that Purchasing sponsor this item on the March 26th Commissioners Court voting session agenda (or before) as a purchasing item.

Budgetary Impact:

The necessary funding of \$7,900 for Travis County to compensate ESD No. 12 for year-one of this license agreement is in the FY13 EMS budget overseen by TCES – 1590080001, 511630.

Please see attached FR 300000529.

Attachment(s):

License Agreement between Travis County ESD No. 12 and Travis County for Manor EMS Post Location

Travis County SAP Funds Reservation Document 300000529

Cc:

Audit –	Kapp Schwebke, Patti Smith
Legal –	Barbara Wilson
PBO –	Alan Miller
Purchasing –	Bonnie Floyd, C.W. Bruner, Marvin Brice
TCES –	Christine Lego, Toby Fariss (TF)

**LICENSE AGREEMENT
BETWEEN TRAVIS COUNTY ESD NO. 12 AND TRAVIS COUNTY
FOR MANOR EMS POST LOCATION**

Eight Pages

Three originals signed by Board President to be forwarded to Purchasing when they become available from ESD-12.

Estimated delivery date: March 15, 2013

Funds Reservation 30000529

General Data			
Document type	FC	Document type	030
Company code	1000	Document date	03/12/2013
FM area	1000	Posting date	03/12/2013
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	FARISST	Created on	03/12/2013
Last changed by		Last changed	
More Data			
Text	FY13 Lic Agreement w/ ESD12 for Manor EMS Post Loc		
Reference			
Overall Amount	7,900.00 USD		

Document item 001			
Text	FY13 ESD12 EMS (M23) Posting in Manor		
Commitment item	511630	Funds center	1590080001
Fund	0001	G/L account	511630
Cost center	1590080001	Due on	
Vendor		Customer	
Amount	7,900.00 USD		

**LICENSE AGREEMENT
BETWEEN TRAVIS COUNTY ESD NO. 12 AND TRAVIS COUNTY
FOR MANOR EMS POST LOCATION**

This License Agreement (this "License Agreement") is entered into by the following parties:

Travis County, Texas, a political subdivision of the State of Texas ("County"), and

Travis County Emergency Services District No. 12, a political subdivision of Texas, operating under TEX. HEALTH & SAFETY CODE ANN., Ch. 775, ("ESD").

RECITALS

ESD provides emergency services within the City of Manor and the surrounding area.

County and ESD want to improve the EMS Response Time by placing an EMS Unit from the Austin/Travis County Emergency Medical Services System within the City of Manor.

ESD has offered to allow County to use Manor EMS Post Location for compensation for use and maintenance of Travis County ESD No. 12 Fowler-Garmon Central Station 1201 ("Fire Station 1201").

It will serve a public purpose and benefit the citizens of Travis County if ESD allows County to place an EMS Unit at Manor EMS Post Location.

AGREEMENT

NOW, THEREFORE, ESD and County agree as follows:

1.0 GRANT AND SCOPE OF LICENSE.

1.1. Subject to the terms and conditions of this License Agreement, ESD grants a license for County to enter and use Manor EMS Post Location to provide emergency services for the consideration stated in this License Agreement.

1.2. County may not use Manor EMS Post Location for any other purpose without the prior, express written consent of ESD.

2.0 TERM OF LICENSE.

2.1. The initial term shall commence on March 27, 2013, effective upon signature of both parties and terminates on September 30, 2013.

2.2. The License Agreement shall automatically renew on October 1, 2013 for an additional term of one year, unless either the ESD or the County give to the other party hereto 120 days advance written notice of termination.

2.3. After September 30, 2014, the License Agreement may automatically renew each October 1 for an additional term of one year if ESD and County mutually agree on the compensation for the next renewal term, unless either the ESD or the County give 120 days advance written notice of termination or unless the License Agreement is terminated pursuant to section 3.5.

2.4 If mutually agreeable, this License Agreement may be renewed after October 1, 2015.

3.0 COMPENSATION.

3.1 Before any funds are payable, ESD shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and certification completed in compliance with the Internal Revenue Code, its rules and regulations.

3.2 Within 15 days after the beginning of the initial term and each renewal term, ESD shall submit an invoice with at least the following information

- 3.2.1 ESD's name, address, and telephone number,
- 3.2.2 identification of charges outlined in this License Agreement; and
- 3.2.3 if applicable, quantity or quantities, applicable unit prices, total prices, and total amount to:

County Executive of Emergency Services
Travis County
P. O. Box 1748
Austin, Texas 78767

3.3 After execution of this License Agreement by both parties and compliance with 3.1, County shall pay ESD SEVEN THOUSAND NINE HUNDRED AND 00/100 DOLLARS (\$7,900.00) for the initial term of this License Agreement from March 27, 2013, until September 30, 2013, within 30 days after submission of an invoice in compliance with 3.2.

3.4 County shall pay ESD TEN THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS (\$10,800.00) for the first renewal term of this License Agreement from October 1, 2013, until September 30, 2014 within 30 days after submission of an invoice in compliance with 3.2.

3.5 ESD and County shall confer no later than March 30th before the end of each subsequent term about the effectiveness and appropriateness of the placement of an EMS Unit at Manor EMS Post Location and the appropriate level of compensation and services, both of which may increase or decrease for both parties.

3.5.1 If there is no change to the compensation and neither party has terminated this License Agreement, the License Agreement shall automatically renew for one additional year with the same compensation as the preceding year.

3.5.2 If ESD is seeking an increase to its compensation, ESD shall notify County in writing no later than March 30th of the amount of the ESD's requested increase for use and maintenance of Fire Station 1201.

3.5.2.1 If ESD's requested increase does not exceed 5% of the compensation for the term preceding the increase and County does not object to the amount of the ESD's requested increase or terminate the License Agreement at least 120 days before the end of the current term, the License Agreement shall automatically renew and the adjustment to the compensation shall become effective on the first day of the next renewal term if the County Executive for Emergency Services and the Board President sign a letter confirming the

amount of the compensation for that renewal term and provide copies of the letter to the Travis County Purchasing Office for filing.

3.5.2.2 If ESD's requested increase does not exceed 5% of the compensation for the term preceding the increase and County objects to the increase, ESD and County may negotiate toward an acceptable resolution. If an acceptable resolution is obtained and neither party terminates the License Agreement at least 120 days before the end of the current term, the License Agreement shall automatically renew and the negotiated adjustment to the compensation shall become effective on the first day of the next renewal term if the County Executive for Emergency Services and the Board President sign a letter confirming the amount of the compensation for that renewal term and provide copies of the letter to the Travis County Purchasing Office for filing.

3.5.2.3 If ESD's requested increase exceeds 5% of the compensation for the term preceding the increase, ESD and County may negotiate toward an acceptable resolution. If an acceptable resolution in which the increase exceeds 5% of the compensation for the term preceding the increase is obtained and neither party terminates the License Agreement at least 120 days before the end of the current term, ESD and County shall amend the License Agreement with the approval of their governing bodies to renew the License Agreement for one year for the newly negotiated compensation which shall become effective on the first day of the renewal term. If an acceptable resolution in which the increase does not exceed 5% of the compensation for the term preceding the increase is obtained, then the procedure in 3.5.2.2 applies.

3.5.2.4 If an acceptable resolution is not obtained, the License Agreement shall terminate at the end of the current term.

4.0 COUNTY OBLIGATIONS.

- 4.1. On or around April 1, 2013, County shall place a full-time EMS Unit at the Manor EMS Post Location and keep it in a good, workmanlike, clean, and orderly manner. County warrants that
- 4.1.1 the EMS Unit employees are knowledgeable in the work they will perform,
 - 4.1.2 its employees and agents have been trained to follow all applicable laws, rules and regulations, and
 - 4.1.3 it will use the Manor EMS Post Location in accordance with sound public safety and environmental practices.
- 4.2. County shall pay or cause to be paid the cost of any and all supplies, materials, services, or equipment used in the operation of the EMS Unit placed at the Manor EMS Post Location, including the procurement and installation of some EMS communications equipment. County may be providing such items as furniture, cabinets, refrigerator, a desktop computer with monitor, television, and other equipment for the Manor EMS Post Location, if County and ESD determine jointly that it would be beneficial and appropriate. County shall maintain and keep in good order, condition, and repair all furniture and equipment, if it provides any, at the Manor EMS Post Location.
- 4.3 County shall use its best efforts to maintain co-operation and respect for the separate functions, activities, schedules, and operations of the ESD and the EMS Unit at this location by directing EMS employees, visitors, and volunteers not to interfere with or otherwise disrupt ESD activities and operations at Fire Station 1201, and advising them of any improvements that must be implemented by them to maintain

appropriate cooperation and respect. Any in-house disagreement or access issue between ESD and staff on the EMS Unit will be managed between shift officers and district commanders at the station, post, or district level to find consensus resolution. If the parties are not able to reach a consensus resolution, the disagreement or access issue will be forwarded to the ESD Assistant Chief, the County Executive of Emergency Services, and the A/TCEMS Chief of Staff for final resolution.

4.4 As between County and ESD, County bears the risk of loss and damages for which the EMS Unit, either vehicle or staff are responsible and which result from incidents or accidents involving the EMS Unit, either vehicle or staff.

5.0 ESD'S OBLIGATIONS.

5.1. ESD shall provide indoor facilities to house and accommodate two EMS crewmembers and their equipment. ESD shall pay or cause to be paid when due any and all associated charges for the Manor EMS Post Location, including the cost of electricity, telephone, internet service, internet connection, cable television, gas, heating, air conditioning, ventilation, garbage collection, water and wastewater, as well as the procurement and installation by April 1, 2013, of the following:

- 5.1.1 a separate telephone line dedicated for EMS use; and
- 5.1.2 a metal carport adequately sized to shade the parking of a standard A/TCEMS ambulance.

A 110-volt AC shoreline for supplemental electrical power of the parked ambulance, a wheel hump and wheel stop set for ambulance parking as well as other materials or services may be provided by the City of Austin or Travis County.

5.2. ESD shall pay or cause to be paid when due any and all lawful claims required to be paid by ESD or levied against Fire Station 1201.

5.3. ESD shall maintain and keep in good order, condition and repair the roof, foundation, walls, floor, plumbing, HVAC system, electrical system, and all other structural components of buildings, including the vehicle bays; covered metal carport for ambulance parking; all fixtures; sidewalks; driveways; other parking areas; fences; signs; and all other interior and exterior areas of Fire Station 1201.

5.4 ESD shall use its best efforts to maintain co-operation and respect for the separate functions, activities, schedules, and operations of the ESD and the EMS Unit at this location by directing its employees, visitors, and volunteers not to interfere with or otherwise disrupt the EMS Unit's activities and operations at Fire Station 1201, and advising them of any improvements that must be implemented by them to maintain appropriate cooperation and respect. Any in-house disagreement or access issue between ESD and staff on the EMS Unit will be managed between shift officers and district commanders at the station, district, or post level to find consensus resolution. If the parties are not able to reach a consensus resolution, the disagreement or access issue will be forwarded to the ESD Assistant Chief, the County Executive of Emergency Services, and the A/TCEMS Chief of Staff for final resolution.

5.5 ESD bears the risk of loss and damages for which the ESD vehicles or staff are responsible and which result from incidents or accidents involving the ESD vehicles or staff.

6.0 TERMINATION.

6.1. ESD may revoke the license granted to County in this License Agreement and this License

Agreement shall automatically and immediately terminate if

6.1.1 County materially breaches this License Agreement and County has failed to remedy the breach after notice and opportunity to remedy and cure as provided in 6.2 below or

6.1.2 County abandons the use of all or a significant part of the Manor EMS Post Location licensed to County.

6.2. If County fails for any reason to comply with this License Agreement, ESD shall give County written notice of the non-compliance. This written notice shall be given in the manner provided in Section 12 of this License Agreement. County has ten (10) days from receipt of the notice to provide assurances satisfactory to ESD that County will take action to cure the failure complained of. If County does not so respond, or if County responds but thereafter fails to satisfactorily remedy and cure the failure within thirty (30) days of the notice, ESD may terminate this License Agreement.

6.3 County may terminate this License Agreement if ESD County materially breaches this License Agreement and ESD has failed to remedy the breach after notice and opportunity to remedy and cure as provided in 6.4 below

6.4 If ESD fails for any reason to comply with this License Agreement, County may give ESD written notice of the non-compliance. This written notice shall be given in the manner provided in Section 12 of this License Agreement. ESD has ten (10) days from receipt of the notice to provide assurances satisfactory to County that ESD will take action to cure the failure complained of. If ESD does not so respond, or if ESD responds but thereafter fails to satisfactorily remedy and cure the failure within thirty (30) days of the notice, County may terminate this License Agreement.

6.5. Upon either expiration or termination of the license granted by this License Agreement, County shall remove the EMS Unit and cease use of the Manor EMS Post Location for any emergency services immediately. County shall leave the Manor EMS Post Location in broom-clean condition.

7.0. WARRANTIES.

ESD disclaims any and all express or implied representations and warranties concerning the physical condition or suitability for any purpose of the Manor EMS Post Location and County accepts Fire Station 1201 "AS IS," "WHERE IS."

8.0 CLAIMS NOTIFICATION.

If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against County related to this License Agreement, County shall give written notice to ESD of the claim, or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in Section 13 of this License Agreement. Except as otherwise directed, County shall furnish to ESD copies of all pertinent papers received by County with respect to these claims or actions.

9.0 NON-ASSIGNMENT OF RIGHTS.

County shall not assign or transfer any interest in either this License Agreement or any portion of the Manor

EMS Post Location licensed to County, nor shall any assignment by operation of law be effective, without the prior written consent of ESD approved by the Board of Emergency Services Commissioners of ESD. County acknowledges that ESD owns all buildings, structures, permanent improvements, and fixtures at the Manor EMS Post Location, and County shall not have any right to remove, mortgage, pledge, assign, or otherwise convey any interest in any such buildings, structures, permanent improvements, and fixtures. ESD acknowledges and agrees that County currently provides emergency medical services through its contracted service provider, City of Austin, Texas, and hereby allows the use of the Manor EMS Post Location by the City of Austin.

10.0 VENUE AND CHOICE OF LAW.

THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS LICENSE AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

11.0 ENTIRETY OF AGREEMENT.

This License Agreement represents the final written agreement between the parties with respect to the subject matter herein and supersedes any and all prior negotiations, representations, or agreements, either oral or written. This License Agreement may be amended only by written instrument signed by both ESD and County.

12.0 AMENDMENTS AND WAIVER.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF ESD OR COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS LICENSE AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE RESPECTIVE GOVERNING BODIES OF ESD OR COUNTY. No waiver by any party of any provision of this License Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

13.0 NOTICE.

Any notices or other communications required or permitted to be given under this License Agreement by either party shall be in writing and deemed to be given when sent if delivered by hand, or within three (3) days if mailed by first class mail, certified with postage prepaid and return receipt requested. Notices shall be made or addressed as follows:

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

with copy to: Cyd Grimes, (or successor)
 Travis County Purchasing Agent
 P.O. Box 1748
 Austin, Texas 78767

If to ESD: Jesse Arellano, Board President (or successor)
 Travis County Emergency Services District No. 12

405 West Parsons Street
Manor, Texas 78653

with copy to: Ken Campbell
BURNS ANDERSON JURY & BRENNER, LLP
P. O. 26300
Austin, Texas 78755

These addresses for notice may be changed by either County or ESD by delivering notice in compliance with this section to the other party.

14.0 SEVERABILITY.

If any of the provisions of this License Agreement shall be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

15.0 HEADINGS.

Any heading in this License Agreement shall be deemed to be for convenience of reference only and shall not limit, amend or modify substantive text.

16.0 MEDIATION.

When mediation is acceptable to both parties in resolving a dispute arising under this License Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

17.0 DEFINITIONS

17.1. EMS Response Time. "EMS Response Time" means the interval between the time when the EMS call is received by the EMS Communications Center designated by County and the time when the first EMS Response and Transport Resource arrives on the scene of the EMS call, or reports its arrival to the EMS Communications Center, whichever is later.

17.2 EMS Unit. "EMS Unit" means a named functional group of staff, licensed transport vehicles, and equipment that is assigned to provide ground EMS services, including patient transport services, to a specific geographic area as its primary service area in which the human resources, transport vehicles and equipment are interchangeable with other units and which may provide services outside its primary service area to promote the most efficient, effective use of all EMS System resources in providing EMS throughout the system 24 hours a day, 7 days a week.

17.3. Manor EMS Post Location. "Manor EMS Post Location" means Travis County ESD No. 12 Fowler-Garmon Central Station 1201 ("Fire Station 1201") at 405 West Parsons Street, Manor, Texas, 78653.

17.4 Board President. “Board President” means the President of the Board of Emergency Services Commissioners for Travis County Emergency Services District No. 12.

TRAVIS COUNTY

**TRAVIS COUNTY EMERGENCY
SERVICES DISTRICT NO. 12**

By: _____
Samuel T. Biscoe
Travis County Judge

By: _____
Jesse Arellano
Board President

Date: _____

Date: _____

DRAFT