



Travis County Commissioners Court Agenda Request

Meeting Date: June 25, 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 REGARDING AN AGREEMENT BETWEEN TRAVIS COUNTY AND LAKEWAY REGIONAL MEDICAL CENTER FOR PROVISION OF A HELI-PAD CAMERA.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

This Agreement is between Travis County and Lakeway Regional Medical Center ("LRMC"). Travis County and LRMC want to provide a heli-pad camera at the heli-pad at the hospital operated by LRMC. This camera is necessary to improve safety and security of helicopter operations at this facility. See attached cover memo and Agreement.

This Agreement will allow LRMC to reimburse Travis County for the monthly expenses (\$35.00 per camera per month) associated with these cameras; currently less than \$500 per camera annually.

In February 2012, the Court approved similar agreements with Seton Network and St. David's Network for reimbursement of monthly expenses associated with cameras installed at their heli-pads.

STAFF RECOMMENDATIONS:

STAR Flight staff and Emergency Services recommend approval of this Agreement.

ISSUES AND OPPORTUNITIES: Staff feels this Agreement assists in providing the best critical care service to the patient, and provides improved safety and security of helicopter operations at this facility.

FISCAL IMPACT AND SOURCE OF FUNDING:

Funding was identified for the cost of each camera (camera/lens, housing, site survey, installation, etc.), so no request for funding is needed for this expense of the project.

REQUIRED AUTHORIZATIONS:

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

John Hille, County Attorney's Office, 854-9642

Alan Miller, PBO, 854-9726

Bonnie Floyd, Purchasing Office, 854-4173

Kapp Schwebke, Auditor's Office, 854-6628



Travis County
STAR Flight



7800 Old Manor Road
Austin, TX 78724
www.starflightrescue.org

Dispatch 1-800-531-STAR
Administration (512) 854-6464
Fax (512) 854-6466

To: Travis County Commissioners Court
Through: Danny Hobby, County Executive, Emergency Services
From: Casey Ping, Program Director, **STAR Flight**
Date: June 25, 2013
Subject: Lakeway Regional Medical Heli-Pads Camera Agreement

In 2008 a mid-air collision of two medical helicopters occurred in Flagstaff, Arizona. These helicopters were both transporting to the same hospital and the incident occurred within 1 mile of the destination. In early 2009, there was a near miss at the University Medical Center at Brackenridge (UMBC) heli-pad.

As a result of these incidents, a meeting was convened with hospital representatives, Austin-Travis County EMS Communications, and **STAR Flight** management to develop ideas to improve safety in and around the Austin area. Several improvements were identified and implemented that included hospital notification systems, and communications improvements that allowed greater notification for in bound helicopters and pilot to pilot communication.

One way to minimize risk is to create a system of heli-pad cameras (one at each hospital/heli-pad) that would allow communications and security personnel to confirm the status of these heli-pads and alert pilots and flight crews to potential hazards before critical phases of flight. As a note, there have been cameras at the **STAR Flight** hanger and University Medical Center at Brackenridge for many years.

The **STAR Flight** team has worked with Travis County ITS to research and develop a strategy for implementation of a proposed system. There were significant issues including bandwidth and security issues that involved two hospital networks, the City of Austin, Travis County and the Combined Transportation, Emergency Communication Center (CTECC). As a result, the only agreeable, cost effective system that could be identified was the use of web-based cameras and the use of a cellular wireless system to transmit the data. This solution addresses the security and bandwidth issues for all entities. The unlimited wireless data package needed to make this system function is only available to government agencies.

Attached is an Agreement with Lakeway Regional Medical Center that will allow the hospital to reimburse Travis County for the monthly expenses (\$35.00 per camera per month) associated with these cameras; currently less than \$500 per camera annually. Funding was identified for the cost of each camera (camera/lens, housing, site survey, installation, etc.), so no request for funding is needed for this expense of the project. In February 2012, the Court approved agreements with Seton Network and St. David's Network for reimbursement of monthly expenses associated with cameras installed at their heli-pads.

Ideally, we would like to see a fully developed system of cameras that would cover all the hospital heli-pads in the Austin area and Travis County region.

**AGREEMENT FOR
PROVISION OF HELI-PAD CAMERAS
AMONG TRAVIS COUNTY,
LAKEWAY REGIONAL MEDICAL CENTER**

This Agreement is made among the following parties:

Travis County, a political subdivision of the State of Texas ("County") and
Lakeway Regional Medical Center (LRMC)

RECITALS

LRMC operates a medical center which has a heli-pad associated with this facility.

Travis County operates an air ambulance services in Central Texas including the City of Austin and Travis County. The official name of these services is "*STAR Flight*."

Travis County and LRMC want to provide a heli-pad camera at the heli-pad at the hospital operated by LRMC. This camera is necessary to improve safety and security of helicopter operations at this facility.

AGREEMENT

NOW, THEREFORE, Travis County and LRMC mutually agree to the following terms and conditions:

I. TERM OF AGREEMENT

- a. Initial Term: This Agreement shall begin July 1, 2013 and continue until June 30, 2014 unless sooner terminated as provided in Section IX.
- b. Renewal Term: This Agreement shall automatically renew each year after that for a term of one (1) year unless sooner terminated as provided in Section IX.

II. RESPONSIBILITIES OF TRAVIS COUNTY

- a. Travis County shall provide a camera at no cost to LRMC for mounting at the heli-pad designated by LRMC to the extent that Travis County has funds for that

purpose. This camera complies with applicable federal and state statutes and regulations.

- b. If LRMC requests that Travis County provides an additional camera to LRMC in addition to the one provided under a. above, for mounting at additional heli-pads designated by LRMC, Travis County shall advise LRMC of the cost of additional cameras at that time. Before purchase of any additional cameras, Travis County shall invoice LRMC its full invoiced costs of each camera requested and purchase the cameras for LRMC within 5 business days after receipt of the payment. Any additional cameras will comply with applicable federal and state statutes and regulations.
- c. Travis County, through its service provider, shall install and set-up each camera provided.
- d. Travis County, through its service provider, shall provide communications services for the transmission of the information from each camera.
- e. Travis County, through its service provider, shall provide on-going maintenance for each camera.
- f. Travis County shall use reasonable efforts to obtain maintenance and resumption of communications services promptly if there is a failure on the part of its third party service provider to supply the needed services.
- g. During this contract, Travis County shall require its service provider to obtain and maintain insurance issued by an insurance company that is authorized to do business in Texas and has an A M Best rating of at least A with limits not less than those prescribed below:

Liability	\$1,000,000.00 per occurrence
	\$3,000,000 aggregate limit
Worker's Compensation:	Statutory

Upon request by LRMC, Travis County shall require its service provider to provide LRMC with a certificate of insurance evidencing this required coverage.

- h. County shall invoice LRMC \$500 for the wireless data service fee associated with each camera installed in advance each July as an annual communications services fee. If the amount billed to Travis County by its telecommunications service provider for the previous 12 months or portion thereof was less than \$500 for each camera installed, Travis County shall reduce the amount due that year by the excess of the amount paid the previous year over the amount billed to Travis County by its telecommunications service provider for the previous 12 months or portion thereof. If the amount billed to Travis County by its telecommunications service provider for the previous 12 months or portion thereof was more than \$500 for each camera installed, Travis County shall increase the amount due that

year by the excess of the amount billed to Travis County by its telecommunications service provider for the previous 12 months or portion thereof over paid the previous year.

III. RESPONSIBILITIES OF LRMC

- a. LRMC shall provide an appropriate location and structure for mounting the camera adjacent to the heli-pad.
 - b. LRMC shall provide Travis County and its contractors that install, set up, maintain and support the camera and switch to reset the camera access to the location for mounting the camera and to the location designated for the switch to reset the camera whenever needed for the purposes of installation, set up, maintenance or support.
 - c. LRMC shall provide and maintain an appropriate uninterruptable source of power for the camera and pay for all utility costs associated with the operation of the each camera.
 - d. LRMC shall provide and maintain a conduit and cabling from the camera to a location designated by LRMC for the installation of a switch to reset the camera.
 - e. LRMC shall provide appropriate LRMC staffing who are responsible for resetting the camera once every twenty four hours at times when there is no emergency in progress.
 - f. LRMC shall pay Travis County the net amount invoiced for communications service fees associated with the operation of each camera at any LRMC facility in July of each year no later than August 15 of each year.
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- g. LRMC shall pay Travis County the amount invoiced for the purchase of additional cameras pursuant to II. b., within 30 days of receipt of the invoice.
 - h. LRMC acknowledges that Travis County is providing the communications services through a third party provider and does not have control over any lack of availability of services, except as provided in Section II.f. above.

IV. INSURANCE AND LIABILITY

LRMC shall purchase and maintain, throughout the entire term of this Agreement, insurance covering the property provided by LRMC, pursuant to this Agreement with coverage in the amounts set forth below:

General Liability:	Minimum coverage of \$2 million per occurrence, \$3 million annual aggregate
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V. TERMINATION

- a. **Termination With Cause:** Either party may terminate this Agreement, in whole or in part, based on a material breach of this Agreement by the other party, after the breaching party is provided written notice of the breach if the breaching party does not cure the breach within thirty (30) days of this notice. The notice of breach must state the decision to terminate this Agreement if the breach is not cured, the effective date of termination, and, in the case of a partial termination, the portion of the Agreement to be terminated.
- b. **Termination Without Cause:** Either party may terminate this Agreement, in whole or in part, without cause by giving written notice of termination to the other party at least ninety (90) days before the effective date of termination. The notice must state the decision to terminate this Agreement, the effective date of termination, and, in the case of partial termination, the portion of the Agreement to be terminated.

VI. OTHER TERMS AND CONDITIONS

- a. **Amendment:** No party may amend this Agreement without prior written consent of the duly authorized representative of the other party, and any attempt at amendment without consent shall be void. It is acknowledged by LRMC that no officer, agent, employee or representative of Travis County has the authority to grant such assignment or transfer unless expressly granted that specific authority by the Commissioners Court.
- b. **Waiver of Breach:** Waiver of any breach of this Agreement by a party shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this Agreement. It is acknowledged by LRMC ~~that no officer, agent, employee or representative of Travis County has the~~ authority to grant such waiver unless expressly granted that specific authority by the Commissioners Court.
- c. **Assignment:** No party shall assign or transfer its rights, duties, or obligations under this Agreement without prior written consent of the duly authorized representative of the other party, and any attempt at assignment without consent shall be void. It is acknowledged by LRMC that no officer, agent, employee or representative of Travis County has the authority to grant such assignment or transfer unless expressly granted that specific authority by the Commissioners Court.
- d. **Severability:** If a provision of this Agreement is rendered invalid or unenforceable, the parties may, by mutual written agreement, amend this Agreement, and the remaining provisions of the Agreement shall be valid and enforceable. In the alternative, the parties may, by mutual written consent, agree to terminate the Agreement in its entirety. It is acknowledged by LRMC that no

officer, agent, employee or representative of Travis County has the authority to grant such termination unless expressly granted that specific authority by the Commissioners Court.

- e. Governing Law: Irrespective of the conflict of laws doctrine, this Agreement shall be governed, construed and enforced pursuant to and in accordance with the laws of the State of Texas. All duties and obligations of the parties created under this Agreement are performable in Travis County, Texas, and Travis County, Texas shall be the sole and exclusive venue for any litigation or other proceeding between the parties that may be brought or arise out of this Agreement.
- f. Entire agreement: This is the entire agreement between the parties with respect to the services provided under it and it superseded all prior agreements, proposals, or any understanding about these services, whether written or oral.

VII PROCEDURE FOR NOTICE

- a. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing. The notice is deemed to have been given immediately if delivered in person to the party to whom the notice is given. The notice is deemed to have been given on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address specified in this section.
- b. The address of Travis County for all purposes under this contract is:

Honorable Samuel T. Biscoe (or his successor in office)
County Judge
~~P.O. Box 1748~~
Austin, Texas 78767-1748

With copies to (registered or certified mail with return receipt is not required):

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767-1748

And to:

Cyd Grimes, C.P.M. (or her successor)
Purchasing Agent
P.O. Box 1748
Austin, Texas 78767-1748

c. The address of LRMC for all purposes under this contract is:

David Kreye
Chief Executive Officer
Lakeway Regional Medical Center
100 Medical Parkway
Lakeway, TX 78738

d. Each party may change the address for notice to it by giving notice of the change in compliance with this section.

VIII. DUPLICATE ORIGINALS

a. This Agreement is executed in multiple originals.

LAKEWAY REGIONAL MEDICAL CENTER

By:



David Kreye
Chief Executive Officer

Date: 06-05-13

**TRAVIS COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF TEXAS**

By:

Samuel T. Biscoe
County Judge

Date: _____