

Item 21



Travis County Commissioners Court Agenda Request

Meeting Date: June 25, 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 No. 4 and Travis County for Hunters Bend Emergency Medical Services (EMS) post location to provide placement of a County EMS ambulance at Fire Station No. 401.

- **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. 4 provides first responder emergency medical services in various parts of Travis County, including the FM 969 corridor in eastern Travis County, Austin's Colony, and the surrounding area.

Travis County, through a cooperative Agreement with the City of Austin, currently provides ground emergency medical transport services for the same geographic area. On May 21st, the Court approved Amendment Five to this Agreement to place an ambulance at ESD's Fire Station 401, located at 14312 Hunters Bend Road for twelve hours a day, seven days a week.

An agreement between ESD No. 4 and Travis County has been reached to allow for the placement of Austin/Travis County EMS Medic-37 at Fire Station 401.

The Purchasing Office recommends the approval of the License Agreement with ESD No. 4 for the Hunters Bend EMS posting. This will allow for collocating the new Medic-37 ambulance and crew at Fire Station 401, beginning on or around July 1, 2013.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to agenda@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

This will provided better coverage for ground emergency medical services in this area of the county. Better response times will result by placing a unit at this location.

➤ **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.

➤ **Contract-Related Information:**

Award Amount: \$5,200

Contract Type: License Agreement

Contract Period: July 1, 2013 – September 30, 2013

➤ **Contract Modification Information: N/A**

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information: N/A**

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

➤ **Special Contract Considerations: N/A**

Award has been protested; interested parties have been notified.

Award is not to the lowest bidder; interested parties have been notified.

Comments:

➤ **Funding Information:**

Funds Reservation #: 300000587

Funding Account(s): 1590080001/511630

Comments:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to agenda@co.travis.tx.us by **Tuesdays at 5:00 p.m.** for the next week's meeting.



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
Herb Lee*

*Chief Medical Examiner
Dr. David Dolinak*

*STAR Flight
Casey Ping, Program Manager*

Technology & Communications

To: Travis County Commissioners Court

From: Danny Hobby, County Executive for Emergency Services *D. Hobby*

Date: May 22, 2013

Subject: License Agreement with ESD-4 for Hunters Bend EMS Posting at Fire Station 401

Proposed Motion:

CONSIDER AND TAKE APPROPRIATE ACTION ON LICENSE AGREEMENT BETWEEN TRAVIS COUNTY ESD NO. 4 AND TRAVIS COUNTY FOR HUNTERS BEND EMS POST LOCATION TO PROVIDE PLACEMENT OF A COUNTY EMS AMBULANCE AT FIRE STATION 401. (TCES, EMS)

Summary & Staff Recommendation:

Travis County ESD No. 4 provides first responder emergency services in various parts of Travis County, including the FM 969 corridor in Eastern Travis County, Austin's Colony, and the surrounding area. ~~Travis County, through a cooperative interlocal agreement with the City of Austin, currently provides~~ emergency medical ground transport services for the same geographic area.

An agreement between ESD No. 4 and Travis County has been reached to allow for the placement of Austin/Travis County EMS Medic-37 at Fire Station 401, the ESD's fire station at 14312 Hunters Bend Road in Eastern Travis County.

The Travis County Emergency Services ("TCES") recommendation is to approve the license agreement with ESD No. 4 for the Hunters Bend EMS posting. Doing so will allow for collocating the new Medic-37 ambulance and crew at Fire Station 401, beginning on or around June 1, 2013.

Budgetary Impact:

The necessary funding of \$4,900 for Travis County to compensate ESD No. 4 for year-one (the remainder of FY13 will be four months) of this license agreement is in the FY13 EMS budget overseen by TCES - 1590080001, 511630.

Please see attached FR 300000587.

Attachment(s):

License Agreement between Travis County ESD No. 4 and Travis County for Hunters Bend EMS Post Location

Travis County SAP Funds Reservation Document 300000587

Cc:

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

Funds Reservation 30000587

General Data			
Document type	FC	Document type	030
Company code	1000	Document date	05/22/2013
FM area	1000	Posting date	05/22/2013
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	FARISST	Created on	05/22/2013
Last changed by		Last changed	
More Data			
Text	FY13 Lic Agreement w/ ESD4: HuntersBnd EMS Postng		
Reference			
Overall Amount	4,900.00 USD		

Document item 001			
Text	FY13 ESD4 EMS (M37) Posting for Hunters Bend		
Commitment item	511630	Funds center	1590080001
Fund	0001	G/L account	511630
Cost center	1590080001	Due on	
Vendor		Customer	
Amount	4,900.00 USD		

**LICENSE AGREEMENT
BETWEEN TRAVIS COUNTY ESD NO. 4 AND TRAVIS COUNTY
FOR HUNTERS BEND 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. 4, a political subdivision of the State of Texas, created under TEX. HEALTH & SAFETY CODE ANN., Ch. 775, ("ESD").

RECITALS

ESD provides emergency services within the Hunters Bend area, including Austin's Colony and the FM 969 corridor, as well as 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 Hunters Bend area.

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

ESD has offered to allow County to use Hunters Bend EMS Post Location for compensation for use and maintenance of Travis County ESD No. 4 Station 401 ("Fire Station 401").

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 Hunters Bend EMS Post Location to provide emergency services for the consideration stated in this License Agreement.

1.2 County may not use Hunters Bend 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 ~~June~~ July, 1, 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 120 days' advance written notice of termination prior to the end of the initial term.

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 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 on and after October 1, 2015.

3.0 COMPENSATION.

3.1 Prior to the County's payment of compensation to ESD, 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, ~~FOUR FIVE THOUSAND NINE TWO HUNDRED AND 00/100 DOLLARS (\$4,900~~ \$5200 = ~~four~~ three months at \$600 \$900 per month plus an initial \$2,500) for the initial term of this License Agreement from ~~June 1, 2013~~ July 1, 2013, until September 30, 2013 within 30 days after submission of an invoice in compliance with 3.2.

3.4 Within 30 days after submission of an invoice in compliance with 3.2 County shall pay ESD, ~~SEVEN TEN THOUSAND TWO EIGHT HUNDRED AND 00/100 DOLLARS (\$7,200~~ \$10,800 = twelve months at \$600 \$900 per month) in payment for the use and maintenance as specified herein of the Hunter's Bend Post EMS Post location in FY14 for the first renewal term of this License Agreement beginning October 1, 2013, and ending September 30, 2014.

3.5 ESD and County shall confer no later than ~~April 15~~ March 31st, before the end of each subsequent term the first renewal about the effectiveness and appropriateness of the placement of an EMS Unit at Hunters Bend EMS Post Location and the appropriate level of compensation and services, which may increase.

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 seeks an increase to its compensation, ESD shall notify County in writing no later than March 30th 31st of the amount of the ESD's requested increase for use and maintenance of Fire

Comment [BW1]: This change is to conform the style in 3.4 to that used in 3.3.

Comment [BW2]: Setting a specific date could require meeting on a weekend in some years. It seemed better to extend the time slightly to accommodate annual changes in the day on which a date falls and schedules of the people involved.

Meet suggests a face to face, confer can also be done on the phone.

Station 401.

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.

3.5.3 ~~At the beginning of the initial term, the~~ The EMS Unit at Hunters Bend EMS Post will be a ~~part time (12/7) unit. The initial on-duty crew schedule is intended to be from 8:00AM until 8:00PM daily~~ full time (24/7) unit. ~~County and ESD acknowledge that this unit will change to full time (24/7), and the annual payment amount shown in Sections 3.3 and 3.4 is likely to need to increase to appropriately reflect the change to a full time unit.~~

Comment [BW3]: The fact of the change is certain. The date of the change is not. So I have revised to accommodate any option.

4.0 COUNTY OBLIGATIONS.

4.1 On or around ~~June 1, 2013~~ July 1, 2013, County shall place an EMS Unit at Hunters Bend 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 and credentialed in the work they will perform,

4.1.2 one EMS Unit employee will be a Medic-II Paramedic, and the other EMS Unit employee will be at least a Medic-I Basic or higher,

4.1.3 its employees and agents have been trained to follow all applicable laws, rules and regulations, ~~and~~

4.1.4 it will use the Hunters Bend EMS Post Location in accordance with sound public safety and environmental practices, and,

4.1.5 the EMS Chief of Staff or EMS Commander will attend one ESD 4 board meeting each quarter to present quarterly data on EMS unit priority response times within the Hunters Bend EMS post location area, on crew working relationships, and recommendations for improvement..

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 Hunters Bend EMS Post Location, including the procurement and installation of EMS communications equipment. County may provide, at County's expense, such items as furniture, a refrigerator, desk-top computer with monitor, television, and other equipment for the Hunters Bend EMS Post Location, if County and ESD determine jointly that such items 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 Hunters Bend EMS Post Location. County improvements ~~except for the shoreline pole and wheel humps~~ attached to the licensed property at the Hunter's Bend EMS Post Location become the property of ESD upon expiration of the term of this agreement or upon termination of this License Agreement. ~~and if the shoreline pole and wheel humps are not removed by County upon expiration of the term of this agreement or upon termination of this License Agreement they also become the property of ESD.~~ County and ESD acknowledge that the computer and the EMS communications equipment used at the Hunter's Bend EMS Post Location are not attached to the licensed property.

Comment [BW4]: As written, this addition was not acceptable. The changes will make it acceptable to the County.

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 401, 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 Chief, ESD Assistant Chief, the County Executive of Emergency Services, and the A/TCEMS Chief of Staff for final resolution.

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

Comment [BW5]: The Texas Constitution does not allow counties to indemnify because an agreement to indemnify creates a debt that is unquantifiable and therefore cannot be encumbered.

4.5 County, or its subcontractor, shall install 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.

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 Hunters Bend 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 June 1, 2013, of the following:

5.1.1 a separate telephone line dedicated for EMS use,

5.1.2 a dedicated connection with an independent IP address within the COA Network,

dedicated for EMS

5.1.3 a metal carport adequately sized to shade the parking of a standard A/TCEMS ambulance.

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 401.

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 401.

Comment [BW6]: Removal of this section would make the County responsible for regular maintenance and repair of property that it does not even have a property interest in. This is a new station and the ESD should be willing to repair what it has so recently constructed.

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 401, 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 Chief, 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 ESD vehicles or staff are responsible and which result from incidents or accidents involving ESD vehicles or staff.

6.0 TERMINATION.

6.1 Notwithstanding the provisions in 2.0 above, 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 Hunters Bend 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 13 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 complained of failure. 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 13 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 complained of failure. 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 the expiration of this License Agreement or termination of the license granted by this License Agreement, County shall remove the EMS Unit and cease use of the Hunters Bend EMS Post Location for any emergency services immediately. County shall leave the Hunters Bend 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 Hunters Bend EMS Post Location.

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 Hunters Bend 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, temporary and permanent improvements, and fixtures at the Hunters Bend 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, the City of Austin, Texas, for A/TCEMS and hereby allows the use of the Hunters Bend 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: Frank Fuentes, Board President (or successor)
 Travis County Emergency Services District No. 4
 11800 N. Lamar Boulevard, Suite 4B
 Austin, Texas 78753

with copy to: Hector Uribe, P.C.
 Attorney, Travis County Emergency Services District No. 4
 1105 Elm Street
 Austin, Texas 78703

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, 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 A/TCEMS. "A/TCEMS" means Austin/Travis County Emergency Medical Services.

17.2 Board President. "Board President" means the President of the Board of Commissioners for Travis County Emergency Services District No. 4.

17.3 Broom Clean. "Broom Clean" means that the facility has been restored to the same or similar condition as at the commencement of the initial term, normal wear and tear excluded.

17.4 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.

17.5 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 A/TCEMS System.

17.6 Fire Station 401 _"Fire Station 401" means Travis County ESD No. 4 Station 401 at 14312 Hunters Bend Road, Austin, Texas 78725.

17.7 Hunters Bend EMS Post Location. "Hunters Bend EMS Post Location" means Travis County ESD No. 4 Station 401 ("Fire Station 401") in Eastern Travis County at 14312 Hunters Bend Road, Austin, Texas 78725. It is located along the FM 969 corridor in Austin's Colony.

TRAVIS COUNTY

**TRAVIS COUNTY EMERGENCY
SERVICES DISTRICT NO. 4**

By: _____

By: _____

Comment [BW7]: This phrase is used only twice. Both times are in 3.5.3 and it clearly indicates there that full time means 24/7.

| Samuel T. Biscoe
Travis County Judge

Frank Fuentes
Board President

Date: _____

Date: _____

DRAFT

