



Travis County Commissioners Court Agenda Request

Meeting Date: November 12, 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 Lakeway Regional Medical Center (LRMC) and Travis County for Lakeway EMS Post Location to provide placement of a County EMS ambulance at the hospital in Lakeway.

- **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.

LRMC currently provides emergency and hospital services to the City of Lakeway 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 LRMC and Travis County has been reached to allow for the placement of Austin/Travis County EMS Medic-9 at the hospital in Lakeway at 100 Medical Parkway. This will entail moving the EMS unit from its current location in Lakeway at Fire Station 602 to a more optimal setting along RM 620.

The Travis County Emergency Services ("TCES") recommendation is to approve the license agreement with LRMC for posting Medic-9 at LRMC. Doing so will allow for collocating the Lakeway EMS ambulance and crew at the hospital and ER in Lakeway. Executive management at LRMC as well as TCES management and staff support this recommendation, as do our EMS partners at the City of Austin and city management for the City of Lakeway, City of Bee Cave, and Village of The Hills.

Travis County will compensate Lakeway Medical Center an amount of (One Dollar)\$1.00 for the term of this contract.

➤ **Contract-Related Information:**

Award Amount: 1.00

Contract Type: Interlocal Agreement

Contract Period: November 15, 2013 – September 30, 2014

➤ **Funding Information:**

SAP Shopping Cart #: N/A

Funding Account(s): 1590080001/511630

Comments: Fund Reservation No. 300000940



EMERGENCY SERVICES

DANNY HOBBY, COUNTY EXECUTIVE

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

Via: Cyd Grimes, Purchasing Agent

From: Danny Hobby, County Executive – Emergency Services 

Date: October 25, 2013

Subject: License Agreement with Lakeway Regional Medical Center for
EMS Posting at Hospital in Lakeway

*Chief Medical Examiner
Dr. David Dolinak*

*STAR Flight
Casey Ping, Program Manager*

Technology & Communications

Proposed Motion:

CONSIDER AND TAKE APPROPRIATE ACTION ON LICENSE AGREEMENT BETWEEN LAKEWAY REGIONAL MEDICAL CENTER ("LRMC") AND TRAVIS COUNTY FOR LAKEWAY EMS POST LOCATION TO PROVIDE PLACEMENT OF A COUNTY EMS AMBULANCE AT THEIR HOSPITAL IN LAKEWAY. (TCES, EMS)

Summary & Staff Recommendation:

Lakeway Regional Medical Center ("LRMC") currently provides emergency and hospital services to the City of Lakeway 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 LRMC and Travis County has been reached to allow for the placement of Austin/Travis County EMS Medic-9 at the hospital in Lakeway at 100 Medical Parkway. This will entail moving the EMS Unit from its current location in Lakeway at Fire Station 602 to a more optimal setting along RM-620.

The Travis County Emergency Services ("TCES") recommendation is to approve the license agreement with LRMC for posting Medic-9 at LRMC. Doing so will allow for collocating the Lakeway EMS ambulance and crew at the hospital and ER in Lakeway. Executive management at LRMC as well as TCES management and staff support this recommendation, as do our EMS partners at the City of Austin and city management for the City of Lakeway, City of Bee Cave, and Village of The Hills.

Budgetary Impact:

The necessary funding of \$1.00 for Travis County to compensate LRMC for year-one of this license agreement is in the FY14 EMS budget overseen by TCES – 1590080001, 511630.

Please see attached FR 300000940.

Attachment(s):

- License Agreement between Lakeway Regional Medical Center and Travis County for Lakeway EMS Post Location
- Travis County SAP Funds Reservation Document 300000940
- Lake Travis Fire Rescue (Travis County ESD-6) September 23, 2013, notice to vacate A/TCEMS Medic-9 from Fire Station 602

Cc:

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

Funds Reservation 300000940

General Data			
Document type	FC	Document type	030
Company code	1000	Document date	10/23/2013
FM area	1000	Posting date	10/23/2013
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	FARISST	Created on	10/23/2013
Last changed by		Last changed	
More Data			
Text	FY14 License Agreement for LRMC (Hosp.) EMS Post		
Reference			
Overall Amount	1.00 USD		

Document Item 001			
Text	LA for Posting A/TCEMS Med-9 (Lakeway)		
Commitment item	511630	Funds center	1590080001
Fund	0001	G/L account	511630
Cost center	1590080001	Due on	
Vendor		Customer	
Amount	1.00 USD		

**LICENSE AGREEMENT
BETWEEN LAKEWAY REGIONAL MEDICAL CENTER
AND TRAVIS COUNTY
FOR LAKEWAY 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

Lakeway Regional Medical Center, a Texas for-profit orporation ("Medical Center").

RECITALS

Medical Center provides emergency services in the City of Lakeway and the surrounding area.

County and Medical Center want to improve the EMS Response Time by moving the EMS Unit from the Austin Travis County Emergency Medical Services System to a more optimal location and facility in the City of Lakeway.

Medical Center has offered to allow County to use the Lakeway Regional Medical Center as an EMS Post Location for minimal consideration.

It will serve a public purpose and benefit the citizens of Travis County if Medical Center allows County to place an EMS Unit at the Lakeway Regional Medical Center at 100 Medical Parkway, Lakeway, Texas 78738.

AGREEMENT

NOW, THEREFORE, Medical Center and County agree as follows:

1.0 GRANT AND SCOPE OF LICENSE.

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

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

2.0 TERM OF LICENSE.

2.1. The term shall commence on November 15, 2013 effective upon signature of both parties and terminates on September 30, 2014.

2.2. The License Agreement shall automatically renew on October 1, 2014 for an additional term of one year, unless either the Medical Center or the County give 120 days advance written notice of termination.

2.3 After 2014, the License Agreement shall automatically renew on each October 1 for an additional term of one year, unless either the Medical Center or the County give 120 days advance written notice of termination or unless the License Agreement is terminated pursuant to section 3.5. This License Agreement may be renewed for a maximum term of twenty five (25) years.

3.0 COMPENSATION.

3.1. Before any funds are payable, Medical Center 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 Medical Center shall submit an invoice with at least the following information (i) Medical Center's name, address, and telephone number, (ii) County Contract number; (iii) identification of services outlined in this Agreement; and (iv) if applicable, quantity or quantities, applicable unit prices, total prices, and total amount to:

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

3.3 After compliance with 3.1 and submission of an invoice in compliance with 3.2, County shall pay Medical Center \$1.00 for the initial term of this License Agreement from November 15, 2013, until September 30, 2014, within 30 days after execution of this License Agreement by both parties.

3.4 County shall pay Medical Center \$1.00 for the first renewal term of this License Agreement from October 1, 2014 until September 30, 2015 within 30 days after the beginning of this term.

3.5 Medical Center and County shall confer no later than the March 30th before the end of each subsequent term about the effectiveness and appropriateness of the placement of an EMS Unit at the Lakeway EMS Post Location and the appropriate level of compensation and services, both of which may increase or decrease for one or both parties. If Medical Center is seeking an increase to its compensation, Medical Center shall notify County in writing no later than March 30th of the amount of the Medical Center's requested increase. If County does not object to the amount of the Medical Center's requested increase or terminate the License Agreement at least 120 days before the end of the current term, the adjustment to the compensation shall be effective at the beginning of the next renewal term of this License Agreement. If County objects to the increase, Medical Center and County may negotiate toward an acceptable resolution. If an acceptable resolution is obtained, any change shall be stated in an amendment to this Agreement and executed by both parties. 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 November 15, 2013, County shall place an EMS Unit at the Lakeway EMS Post Location and keep it in a good, workmanlike, clean, and orderly manner. County warrants that:

4.1.1 the EMS Unit is knowledgeable in the work it 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 Lakeway 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, equipment, or services used in the operation of the EMS Unit placed at the Lakeway EMS Post Location. County may be providing furniture and some equipment, including communications and computer equipment, for the Lakeway EMS Post Location if County and Medical Center, jointly determine that it would be beneficial and appropriate.

4.3. Upon reasonable notice to inform County who on behalf of Medical Center is entering the Lakeway EMS Post Location, County shall permit Medical Center or its designees to enter and inspect the Lakeway EMS Post Location, furniture, fixtures, and equipment at any time.

4.4 County shall maintain and keep in good order, condition, and repair all furniture and household equipment, if it provides any, at the Lakeway EMS Post Location.

4.5 County shall use its best efforts to maintain co-operation and respect for the separate functions, activities and operations of the Medical Center and the EMS Unit at this location by using its influence so the EMS Unit is instructed not to interfere with or otherwise disrupt the Medical Center activities and operations adjacent to the Lakeway EMS Post Location, and advising its contractor of any improvements that must be implemented by the EMS Unit to maintain appropriate cooperation and respect. County acknowledges that the EMS Unit is not entitled to access to any areas or facilities outside the Lakeway EMS Post Location without the prior express invitation or permission of the Medical Center or its representatives.

5.0 MEDICAL CENTER'S OBLIGATIONS.

5.1. Medical Center shall provide the following accommodations for the EMS Unit at the Lakeway Regional Medical Center at 100 Medical Parkway, Lakeway, Texas 78738:

5.1.1 three adjacent patient rooms of the Medical Center for the sole use of the EMS Unit to use as sleeping and living quarters for up to three (3) crew members and access to a nearby lounge area for shared cooking and eating space;

5.1.2 a separate working telephone for local incoming and outgoing calls

dedicated for use by the EMS Unit in each of the patient rooms,

5.1.3 dedicated Internet access for securely connecting to the City of Austin computer network in at least one the patient rooms for use by the EMS Unit.

5.1.4 covered parking on the ER deck on the third floor of the Medical Center with access to a wall-mounted electrical panel installed by Medical Center at the ambulance parking area that has a 50-amp alternating current circuit so that City of Austin can install electrical shoreline connector plugs for the emergency response vehicle used by the EMS Unit,

5.1.5 permission for the installation of a wheel-hump or wheel-stop set for the ambulance, and

5.1.6 unassigned parking spaces in the Medical Center's public garage for personal vehicles of EMS crew members on duty at no charge to the crew members.

5.2 Medical Center shall pay or cause to be paid when due any and all utility charges for the Lakeway EMS Post Location, including the cost of electricity, telephone, internet service, cable television, gas, heating, air conditioning, ventilation, garbage collection, water, and wastewater. Medical Center shall provide access for the patient rooms designated as the Lakeway EMS Post Location to County.

5.3. Medical Center shall pay or cause to be paid when due any and all taxes, charges, levies and assessments and all other lawful claims required to be paid by Medical Center or levied against the Lakeway EMS Post Location.

5.4. Medical Center shall maintain and keep in good order, condition and repair the roof, foundation, walls, floor, plumbing, electrical system, and all other structural components of buildings, including mobile buildings and carport; all fixtures; sidewalks; driveways; parking areas; fences; signs; and all other interior and exterior areas licensed to County as part of EMS Post Location.

5.5. Medical Center shall use its best efforts to maintain co-operation and respect for the separate functions, activities and operations of the Medical Center and the EMS Unit at this location by directing its employees and volunteers not to interfere with or otherwise disrupt the EMS Unit's activities and operations in the Lakeway EMS Post Location, and advising them of any improvements that must be implemented by them to maintain appropriate cooperation and respect. Medical Center acknowledges that its employees and volunteers are not entitled to access to the Lakeway EMS Post Location without the prior express invitation or permission of the County or EMS Unit or its representatives.

6.0. TERMINATION.

6.1. Medical Center may revoke the license granted to County herein and this License Agreement shall automatically and immediately terminate if (i) 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 (ii) County abandons the use of all or a significant part of the Lakeway EMS Post Location licensed to County.

6.2. If County fails for any reason to comply with this License Agreement, Medical Center 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 Medical Center 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, Medical Center may terminate this License Agreement.

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

7.0. WARRANTIES.

Medical Center disclaims any and all express or implied representations and warranties concerning the physical condition or suitability for any purpose of the Lakeway 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, or Medical Center, County shall give written notice to Medical Center of the claim, or other action within three (3) working days after being notified of it or the threat of it. The notice shall include 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 Medical Center 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 Lakeway EMS Post Location licensed to County, nor shall any assignment by operation of law be effective, without the prior written consent of Medical Center. County acknowledges that Medical Center owns all buildings, structures, permanent improvements, and fixtures at the Lakeway 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. Medical Center acknowledges and agrees that County provides emergency services through its contracted service provider, City of Austin, Texas, and hereby allows the use of the Lakeway EMS Post Location by the City of Austin or other contracted service provider of the

100 Medical Parkway
Lakeway TX 78738

with copy to: Medical Center's Attorney
Lakeway Regional Medical Center
100 Medical Parkway
Lakeway, TX 78738

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

14.0 SEVERABILITY.

If any of the provisions of this License Agreement are 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 the Dispute Resolution Center of Austin, Texas as the provider of mediators 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 Austin-Travis County Emergency Medical Services System. "Austin-Travis County Emergency Medical Services System" means the governmental entities that have entered into interlocal co-operation agreements with Travis County that provide for emergency medical services within Travis County, Texas.

17.2 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.

17.3 EMS Unit. "EMS Unit" means a named functional group of staff, vehicles and

equipment that is assigned to provide ground EMS services to a specific geographic area as its primary service area in which the human resources, 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.

17.4 Lakeway EMS Post Location "Lakeway EMS Post Location" means the accommodations described in section 5.1 for the EMS Unit at the Lakeway Regional Medical Center at 100 Medical Parkway, Lakeway, Texas 78738:

TRAVIS COUNTY

LAKEWAY REGIONAL MEDICAL CENTER

By: _____
Samuel T. Biscoe
Travis County Judge

By:  _____
David J. Kreye
Chief Executive Officer

Date: _____

Date: 10/22/13