

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

This Fourth Renewal and Amendment Four (“Fourth Renewal and Amendment Four”) to the Interlocal Agreement Between the City of Austin and County of Travis for Emergency Medical Services (“Agreement”) is entered into by and between the City of Austin, a Texas municipal corporation (“City”), and County of Travis, a corporate and political subdivision of the state of Texas (“County”). City and County may be individually referred to as a Party or collectively as the Parties.

RECITALS

City and County have entered into an Interlocal Agreement for Emergency Medical Services System (“Interlocal Agreement”) that is performance-based and outcome-driven and provides services throughout the entire geographic area of the City of Austin and Travis County.

The Parties entered into the Interlocal Agreement on October 1, 2021, with the initial term beginning October 1, 2021, and ending on September 30, 2022 (“Interlocal Agreement”).

On October 4, 2022, the Parties entered into a First Renewal and Amendment One of the Interlocal Agreement for Emergency Medical Services effective October 1, 2022 and ending September 30, 2023.

On November 14, 2023, the parties entered into a Second Renewal and Amendment Two of the Interlocal Agreement for Emergency Medical Services effective October 1, 2023, and ending September 30, 2024.

On January 30, 2025, the parties entered into a Third Renewal and Amendment Three of the Interlocal Agreement for Emergency Medical Services effective October 1, 2024, and ending September 30, 2025.

In accordance with Section 3.2 of the Interlocal Agreement, the Parties wish to continue the Interlocal Agreement for an additional one-year term, effective October 1, 2025 and ending September 30, 2026 (“Fourth Renewal Term”).

Pursuant to Section 3.2 and Section 6 of the Agreement, the Parties may renew the Interlocal Agreement through a signed, written, instrument approved and agreed to by the governing bodies of City and County, and incorporated into this Agreement.

City and County are authorized to enter into this Fourth Renewal and Amendment Four to the Interlocal Agreement in all respects by TEX. GOV’T CODE ANN., ch. 791.

In consideration of these recitals and mutual covenants in this Fourth Renewal and Amendment Four, the Parties agree as follows:

1. Fourth Renewal Term.

- 1.1 Renewal Term. The Parties agree to renew the Interlocal Agreement for a term of one year effective on October 1, 2025 and ending September 30, 2026 (“Fourth Renewal Term”), subject to the amendments described in Amendment Four below and to their right of termination pursuant to the terms of the Agreement.
 - 1.2 Ratification. The parties agree to ratify continuation of the Parties rights and obligations under the Interlocal Agreement from October 1, 2025 until execution by both Parties of this renewal.
2. **Amendment Four of the Interlocal Agreement.** The Parties agree to amend the Interlocal Agreement as follows:
 - 2.1 For the Fourth Renewal Term, Attachment C of the Agreement is deleted in its entirety and Attachment C-1, Fees Payable, attached to this Amendment Four is inserted in its place.
3. **Incorporation.** County and City hereby incorporate the Interlocal Agreement as amended by this Fourth Renewal and Amendment Four. Except for the changes made in this Fourth Renewal and Amendment Four, County and City hereby ratify all the terms and conditions of the Interlocal Agreement and agree that they shall continue in effect throughout the term of this Fourth Renewal and Amendment Four. The Interlocal Agreement, with the changes made in this Fourth Renewal and Amendment Four, constitutes the entire agreement between the Parties and supersedes any prior undertaking, written or oral agreements, or representations between the Parties.
4. **Ratification and Effective Date.** County and City hereby ratify all the terms and conditions of the Interlocal Agreement except for the changes made in this Fourth Renewal and Amendment Four, and the Agreement as amended continues in effect through the term of this Fourth Renewal and Amendment Four. Following approval by both the County and City, this Fourth Renewal and Amendment Four is effective October 1, 2025.
5. **DUPLICATE ORIGINALS:** This document may be executed in duplicate originals.

BY THE SIGNATURES affixed below, this Fourth Renewal and Amendment Four are hereby incorporated into and made a part of the Interlocal Agreement.

City of Austin

County of Travis, Texas

By: _____
Jon Fortune
Deputy City Manager

By: _____
Andy Brown
County Judge

Date: _____

Date: _____

ATTACHMENT B-1 PERFORMANCE INDICATORS

City through the EMS Department performs the Scope of Work stated in Attachment A and executes performance to the standards defined below.

Performance Reporting

City provides the County Executive, Emergency Services or designee a monthly Performance Indicator Report as required in Section 15.1 containing a summary of performance and any notes related to improvement strategies. The Performance Indicator Report is provided after the 10th (tenth) business day each month.

Monthly Summary

Summary Item	Description	Monitoring Method
Incidents in City and County	Count of incidents that occur in the City and County combined	Run Chart updated by 10th business day each month
Incidents stratified by City and County	Count of incidents that occur in City and the County shown separately	Run Chart updated by 10th business day each month
Responses in City and County	Count of responses that occur in the City and County combined	Run Chart updated by 10th business day each month
Responses stratified by City and County	Count of responses that occur in City and the County shown separately	Run Chart updated by 10th business day each month
Responses by City units into County	The percentage of responses made by ambulances assigned to City EMS stations into the County region	Run Chart updated by 10th business day each month
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Key Result Area(s): Dispatch

Indicator	Desired Outcome	Standard	Acceptable Variation	Monitoring Method – ATCEMS Performance Dashboard	Improvement Actions
Grade of Service	Answer 911 calls within 10 seconds of first ring in EMS Communication Center	≤ 10 seconds with 90% reliability	Reliability may not fall more than 2% below standard for more than two consecutive months or any three months in a year.	Run Chart updated by 10th business day each month	Include plan within Performance Indicator Report when Acceptable Variation threshold is met.
Call Processing Time	Gather necessary information and dispatch ambulances	≤ Average of 75 seconds each month	Reliability may not rise more than 3% above standard for	Run Chart updated by 10 th business day each month	Include plan within Performance Indicator Report when Acceptable

	Quickly		more than two consecutive months or any three months in a year.		Variation threshold is met.
MPD Protocol Compliance	Comply with Medical Priority Dispatch Protocol	≥ 90% compliance	Reliability may not fall more than 2% below standard for more than two consecutive months or any three months in a year.	Run Chart updated by 10 th business day each month	Include plan within Performance Indicator Report when Acceptable Variation threshold is met.
<i>STAR Flight</i> Card Compliance	Comply with <i>STAR Flight</i> Dispatch Protocol Cards	≥ 90% compliance	Reliability may not fall below standard for more than two consecutive months or any three months in a year.	Run Chart updated by 10 th business day each month	Include plan within Performance Indicator Report when Acceptable Variation threshold is met.

Key Result Area: Emergency Response, Aggregate Overall Response Time

Overall response time is an aggregate measure of emergency response priorities in the County and measures the percent of cases to which EMS arrived within the time interval starting with 911 phone pick-up and ending with arrival on scene. Clock-stopper is the first BLS, ILS, or ALS system resource to arrive on scene. Transport arrival is the arrival of the first ambulance. Time interval targets for the purpose of calculating the aggregate overall response time are listed below.

Clock Stopper
Priority Echo – 11:59
Priority Delta – 13:59

Transport Arrival
Priority Echo – 13:59
Priority Delta – 15:59

Key Result Area: Integrated Services (Collaborative Care Communications Center or “C4,” and Community Health Paramedics).

Reported monthly, broken down by the Emergency Services District in which the service delivery takes place.

- Numbers and categories of contacts from identified High Utilizer List.
- Number of patients diverted from hospital emergency departments across all Integrated Services programs.
- Total number of Integrated Services contacts.
- Number of mental health crisis patients served by CHP responders.
- Number of C4 calls that are returned to the 911 system with a request for a code 3 response.
- Percent of all C4 calls that result in an ambulance transport.
- Number and locations of pop-up clinics conducted in the county and/or small municipalities, outside the city limits of Austin, and number of services provided.

ATTACHMENT C-1
FEES PAYABLE

The Monthly Agreement Fee identified below is the total monthly fee payable by County to City for the Services under this agreement.

Negotiated annual fee payable by County in FY 2026 is \$18,884,963.00, a 3.26% (three point two-six percent) increase over the FY 2025 fee of \$18,288,605.00, a total increase of \$596,358 compared with last year.

Negotiation of the FY 2026 annual fee includes consideration of the following in the agreement:

- ATCEMS departmental cost drivers including:
 - Community Health Paramedic operations and staffing increases;
 - A facility fee of \$79,644 for apartment rentals for ambulance crews and related costs;
 - Civil Service contractual and civilian wage increases;
 - Operational and administrative increases (fuel, maintenance, supplies, equipment, City support and facility services);
- Effective since October 1, 2018, City is to retain the annual revenue that is earned which has historically been approximately \$3,200,000.00 and results from patient billing revenue or 1115 revenue for ground transport in areas within Travis County that are outside the corporate limits of the City of Austin and was previously payable to the County. The County acknowledges that it no longer receives the revenue earned after September 30, 2018, regardless of increases or decreases in collections. City will report annually on the revenue it collects within Travis County outside the corporate limits of the City of Austin.

The Monthly Agreement Fee for FY2026 is \$1,573,746.92, equaling one-twelfth (1/12) of the negotiated annual fee payable by County to City for the Services.

City and County acknowledged in FY 2022 that the Total Agreement Fee for this agreement is likely to be negotiated annually for each successive option that may be exercised. Due to the statutory limitations on County's ability to increase its tax rate and to facilitate planning for any fee increases, City agrees to notify County of the maximum amount of any proposed increase by no later than April 15 of each year. If City proposes an increase of more than 3%, City will consider options to accommodate the statutory restrictions on the County's tax rate, the only source of income available to the County, such as implementing any increase in excess of 3% over more than one year.

City acknowledges that all revenue earned from patient billings and 1115 revenue before October 1, 2018, remains due and payable to County even if collected after October 1, 2018, and City shall continue to provide billing and collections services to County for these accounts/receivables.