

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

This Second Renewal and Amendment Two (“Second Renewal and Amendment Two”) 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.

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, 2023 and ending September 30, 2024 (“Second 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 second renewal and amendment two 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 Second Renewal and Amendment Two, the Parties agree as follows:

1. Second Renewal Term.

- 1.1 Renewal Term. The Parties agree to renew the Interlocal Agreement for a term of one year effective on October 1, 2023 and ending September 30, 2024 (“Second Renewal Term”), subject to the amendments described in Amendment Two 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, 2023 until execution by both Parties of this renewal.

2. **Amendment Two of the Interlocal Agreement.** The Parties agree to amend the Interlocal Agreement as follows:

2.1 For the Second Renewal Term, Attachment C of the Agreement is deleted in its entirety and Attachment C-1 Fees Payable attached to this Amendment Two is inserted in its place.

As stated in Attachment C-1, the negotiated Total Agreement Fee for FY 2024 (the Second Renewal Term) is \$17,662,618.00, representing a nearly 11% increase over the FY2023 annual fee resulting from 1) an expansion of the Community Health Paramedic program into unincorporated Travis County and small cities (including City of Pflugerville), 2) the addition of 6 full-time-equivalent positions intended to convert a half-time ambulance, in place in the County since FY 2020, to full-time, and 3) ATCEMS departmental cost drivers including:

- A facility fee of \$65,000 for apartment rentals for ambulance crews and related costs;
- FY2023 one-year sworn contract;
- Civilian wage increase;
- Operational Increases (fuel, maintenance, supplies, equipment);
- 18% annual increase in call volume in the county since FY 2022

The monthly payment for the FY2024 service will be \$1,471,884.83, equaling one-twelfth (1/12) of the negotiated annual fee payable by County to City for the Services.

3. **Incorporation.** County and City hereby incorporate the Interlocal Agreement as amended by this Second Renewal and Amendment Two. Except for the changes made in this Second Renewal and Amendment Two, 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 Second Renewal and Amendment Two. The Interlocal Agreement, with the changes made in this Second Renewal and Amendment Two, 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 Second Renewal and Amendment Two, and the Agreement as amended continues in effect through the term of this Second Renewal and Amendment Two. Following approval by both the County and City, this Second Renewal and Amendment Two is effective October 1, 2023.

5. **DUPLICATE ORIGINALS:** This document may be executed in duplicate originals.

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

City of Austin

County of Travis, Texas

By: _____
Bruce Mills
Interim Assistant City Manager

By: _____
Andy Brown
County Judge

Date: _____

Date: _____

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 2024 is \$17,662,618, an 11% (eleven percent) increase over the FY 2023 fee of \$15,931,560.00.

Negotiation of the FY 2024 annual fee includes consideration of the following in the agreement:

- Expansion of the Community Health Paramedic program into unincorporated Travis County and small cities (including City of Pflugerville).
- The addition of 6 full-time-equivalent positions intended to staff another ambulance in the county, intended to convert a half-time ambulance, in place in the County since FY 2020, to full-time.
- ATCEMS departmental cost drivers including:
 - A facility fee of \$65,000 for apartment rentals for ambulance crews and related costs;
 - FY2023 one-year sworn contract;
 - Civilian wage increase;
 - Operational Increases (fuel, maintenance, supplies, equipment);
 - 18% annual increase in call volume in the county since FY 2022.
- 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 FY2024 is \$1,471,884.83, 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.