

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

This Amendment Two to the Interlocal Agreement between the City of Austin and Travis County for Emergency Medical Services is entered into by the following parties: the City of Austin, a Texas municipal corporation ("City") and County of Travis, a corporate and political subdivision of Texas ("County").

RECITALS

City and County have entered into an Interlocal Agreement for Emergency Medical Services System that is performance-based and outcome-driven. It was for the fiscal year 2019 and was effective on October 1, 2018 ("FY 2019 Agreement").

City and County amended this agreement on October 8th, 2019

City and County wish to amend FY 2019 Agreement for FY 2021 for ambulance services in Travis County.

City and County are authorized to enter into this Amendment Two in all respects by TEX. GOV'T. CODE ANN., ch. 791.

AGREEMENT TO AMEND FY 2019 AGREEMENT

The parties agree to amend FY 2019 Agreement, as follows:

- 1. RENEWAL OF FY 2019 AGREEMENT:** City and County are approving the renewal of the FY 2019 Agreement for a term of one year commencing October 1, 2020 and ending September 30, 2021.
- 2. RETENTION OF EXHIBITS** The Exhibits attached to the FY 2019 Agreement are and remain effective for all purposes including performance of services and accounting for expenses related to the period from October 1, 2018 to September 30, 2019 inclusive. In addition, the following Attachments attached to the FY 2019 Agreement are and remain effective for all purposes including performance of services and accounting for expenses related to the period from October 1, 2020 to September 30, 2021 inclusive:
 - 2.1.** Attachment A – Scope of Work
 - 2.2.** Attachment B – Performance Indicators
- 3. AMENDMENT OF FY 2019 AGREEMENT:** For the period commencing October 1, 2020, the Attachment C-1 – Fees Payable attached to this Amendment Two replaces the version of this Attachment attached to the FY 2019 Agreement for the performance of services and accounting for expenses related to the period from October 1, 2020 to September 30, 2021 inclusive.

4. INCORPORATION OF FY 2019 AGREEMENT: City and County hereby incorporate FY 2019 Agreement in this Amendment Two. City and County hereby ratify all of the terms and conditions of FY 2019 Agreement except for the changes made in this Amendment Two and the FY 2019 Agreement as amended continues in effect throughout the term of this Amendment Two.

5. EFFECTIVE DATE: When it is approved by both the Travis County Commissioners Court and the City of Austin, this Amendment Two is effective October 1, 2020.

CITY OF AUSTIN

A Home Rule Municipality

By: _____
Spencer Cronk, City Manager

Date: _____

COUNTY OF TRAVIS, TEXAS

By: _____
Samuel T. Biscoe, County Judge

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 2021 is \$13,708,106.00

Negotiation of the FY 2021 annual fee includes consideration of the following in the agreement:

- A facility fee of \$35,000 for support of station rentals, maintenance, and other costs of station use outside this agreement. Because County no longer has responsibility for financing stations and will no longer incur this cost, County is providing these funds to City.
- One-half of a full-time ambulance and crew for a fee of \$576,496.00. This half-unit has been combined, as of August 2020, with another half-unit to create an additional full-time ambulance serving, primarily, the ESD 6 area, addressing a gap in coverage identified in that part of Travis County over the past 12 months.
- Continuing in FY 2021, City retains 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 FY2021 is \$1,142,342.17, equaling one-twelfth (1/12) of the negotiated annual fee payable by County to City for the Services.

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.

County and City may negotiate separately on the purchase by the City of the County's Accounts Receivable. Until that time, County will receive revenue for services provided on or before September 30, 2018, and pay for billing as part of this contract.

FUTURE ADJUSTMENTS TO COST TO COUNTY AND CITY RESPONSE TIMES

There will be no fee adjustments for ambulance transportation services by ESD's during fiscal year 2021 unless already stated in this Attachment C-1.