



December 2, 2021

Questions and Answers Report



Mayor Steve Adler

Council Member Natasha Harper-Madison, District 1

Council Member Vanessa Fuentes, District 2

Council Member Sabino "Pio" Renteria, District 3

Council Member Gregorio Casar, District 4

Council Member Ann Kitchen, District 5

Council Member Mackenzie Kelly, District 6

Council Member Leslie Pool, District 7

Council Member Paige Ellis, District 8

Council Member Kathie Tovo, District 9

Council Member Alison Alter, District 10

The City Council Questions and Answers Report was derived from a need to provide City Council Members an opportunity to solicit clarifying information from City Departments as it relates to requests for council action. After a City Council Regular Meeting agenda has been published, Council Members will have the opportunity to ask questions of departments via the City Manager's Agenda Office. This process continues until 5:00 p.m. the Tuesday before the Council meeting. The final report is distributed at noon to City Council the Wednesday before the council meeting.

QUESTIONS FROM COUNCIL

Item #4: Authorize negotiation and execution of an amendment to the existing contract with Janet Zweig, LLC., for artwork for the Terminal/Apron Expansion and Improvement project in an amount not to exceed \$102,000, for a total contract amount of \$1,052,000.

COUNCIL MEMBER FUENTES' OFFICE

1) *What is the timeline for the installation of this artwork?*

The artwork is now partially installed at the Barbara Jordan Terminal but awaiting a number of key sculptural elements to reach 100% completion. With the additional funding, the project will be complete by the end of January 2022

Item #9: Authorize negotiation and execution of an amendment to the contract with Business Investment Growth that provides training, technical assistance and small business coaching services to creative industry businesses and non-profit organizations, to extend the term through December 31, 2022 at no additional cost.

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1) *How many creatives in total have participated in the webinars? As a result of the training, how many creatives have successfully applied and/or participated in a City program? Please share any other outcome data available.*

BIG Austin's webinars have provided training to 187 creatives, and the contract has provided 266.75 hours of business coaching to 51 creatives.

14 individuals who received services from Big Austin also received one or more of the following COVID relief grants administered by EDD.

Creative Professionals Relief
Creative Space Relief
Music Disaster Relief Fund
Non-Profit Grant Relief
Small Business Grant Relief

The contract is not strictly limited to clients seeking City of Austin funding. This contract has helped several clients who were negatively impacted by the pandemic, the cancellation of public events, and winter storm Uri, to survive by advising how adapt their business models to prevailing conditions and applying for other non-City sources of funding including the U.S. Small Business Administration – Payment Protection Program

(PPP). Additionally, Big Austin services helped two non-English speaking (Spanish) female clients set up a 501c3 non-profit that will provide art and music lessons.

Item #7: Ratify an amendment to the contract with Greater Austin Performing Arts Center to continue providing financial and technical support to Austin live music venues who have been deeply impacted by the COVID-19 pandemic by providing additional funds in the amount of \$1,611,434.97 for a total contract amount not to exceed \$7,197,544.97.

COUNCIL MEMBER ALTER'S OFFICE

1) *Please provide an accounting of the arts and music related ARPA funding, what has been contracted or spent so far, and what is currently in process.*

Council approved the American Rescue Plan Act (ARPA) Spending Framework ([Resolution No. 20210610-077](#)) on June 10, 2021, designating \$13 million of ARPA funds for arts and music. The funding was placed in four program categories:

1. Arts and Culture Non-Profit Relief: \$2 million
2. Art Sector Relief: \$6 million
3. Music Sector Relief: \$4 million
4. Austin Civilian Conservation Corps (ACCC) Creative Sector Programs: \$1 million

Below is a status update on each of these program categories.

Arts & Culture Non-Profit Relief Grant

- EDD staff launched [the Austin Arts & Culture Non-Profit Relief Grant](#) on July 14, 2021 and closed the application portal on August 2, 2021 at 5:00 p.m. The program provided one-time unrestricted \$20,000 grants to local arts and culture non-profit organizations facing hardships due to the economic impacts of the COVID-19 pandemic. The \$2 million allocation funded grants for 100 organizations. Fifty additional applicants will receive grants upon completion of a \$1,000,000 transfer from the general fund to this program, which Council approved via [a Fiscal Year 2022 City Budget Amendment](#). Additionally, Council approved [Resolution No. 20211118-009](#) allocating \$420,000 from the ARPA Arts Sector to this program, which will fund an additional 21 applications. This Council action was consistent with [Arts Commission Recommendation 20210816.5.b.i-ii](#) (see Item #2). Additional applicants may receive grants pending a transfer of \$500,000 from city funds to this program.
- Art Sector Relief:
 - Council approved [Resolution No. 20211118-009](#) on November 18, 2021, allocating \$5,300,000 to arts organizations in a manner consistent with [Arts Commission Recommendation 20210920-4.a.i](#). The distribution of these funds is in progress.
- Music Sector Relief:
 - Staff intend to use \$1,611,434.97 of the Music Sector Relief ARPA funds to provide grants to additional Austin Live Music Venue Preservation Fund applicants. Recipients of the ARPA funds completed Phase 2 of the Austin Live Music Venue Preservation Fund but did not receive a grant from the initial \$5 million allocated for this program through the Save Austin's Vital Economic Sectors Fund. The

remaining balance of \$2,388,565.03 in the Music Sector Relief category will be used to launch another round of the Austin Music Disaster Relief Grant. Staff recommends Council to approve [Item 7](#) and [Item 8](#) on Thursday's Council Meeting agenda, which would allow staff to enter third-party contracts with the Greater Austin Performing Arts Center to deploy these funds.

- ACCC Creative Sector:
 - o Staff continues to engage the Arts Commission to develop an expenditure plan for these funds. Staff intend to finalize a creative sector workforce development strategy in partnership with the Arts Commission in the coming months.

Item 11: Authorize negotiation and execution of an interlocal agreement with Travis County to provide emergency medical services in areas of Travis County outside the City's corporate limits and dispatch support services to Travis County's STAR Flight program in exchange for payment by Travis County.

COUNCIL MEMBER KELLY'S OFFICE

- 1) *Please provide copies of previous interlocal agreements between Travis County and the City of Austin from 2018 to now.*

The latest full ILA is the FY19 document, which was amended in FY20 and FY21. Those amendments are also attached. (Amendment 1 was modified a couple of weeks later with the "Nunc Pro Tunc" Order.)

Item 12: Approve an ordinance amending the Fiscal Year 2021-2022 Building Services Department Capital Budget (Ordinance No. 20210811-001) to increase appropriations by \$27,000,000 for the Municipal Building renovations. Related to Items #13, and #16.

COUNCIL MEMBER ALTER'S OFFICE

- 1) *Please provide additional information on the timeline for determining when the remainder of the space will be utilized. Please describe whether only cultural uses will be considered. Please detail what legal limitations the Certificates of Obligation place on the use of the property.*

A timeline for finalizing the use of the remaining space has not been set. However, staff from Economic Development, Financial Services, Building Services, and Public Works Departments along with the Austin Economic Development Corporation are actively engaged in conversation to determine possible uses and ensure the renovation of the building creates the most flexibility and potential for the space as possible.

The central limitation of Certificates of Obligation (COs) is they are non-voter-approved property tax backed debt, and therefore cannot be used for economic development. As a result, the framework for opening space to arts organizations would need to be done in a manner that is similar to a city-operated museum, or arts space, such as the Dougherty Arts Center, or the AISD Performing Arts Center. Staff would work with the Law Department and bond counsel to make sure proposed uses would be allowable. Because of these legal limitations, staff will also consider any other options that may be useful for the city for the space beyond cultural uses.

Additionally, staff will endeavor to work within the framework of the new amendment to the Texas Tax Code (HB 1869) to ensure that the debt that is issued would fit into the debt portion of the City's tax rate.

Item #14: Authorize negotiation and execution of a professional services agreement with Exigo Architecture, LLC (staff recommendation) or one of the other qualified responders for Request for Qualifications Solicitation No. CLMP303 to provide professional design services for renovations to the Mexic-Arte Museum - Construction-Manager-at-Risk in an amount not to exceed \$1,700,000.

COUNCIL MEMBER FUENTES' OFFICE

1) What is the status on the accelerated capital project delivery of each cultural center facility as designated in the 2018 bond package, including: Dougherty Arts Center, Emma S. Barrientos Mexican American Cultural Center, Asian American Resource Center, George Washington Carver Museum, and Mexic-Arte.

The Parks and Recreation Department self manages some of these facilities projects, while the Public Works Department, on behalf of the Parks and Recreation Department, manages the others.

The Parks and Recreation Department is managing the following 2018 bond package facility projects:

- Dougherty Arts Center Replacement – This project is currently in the design phase with an anticipated construction start date for early 2023.
- George Washington Carver Museum – City Council approved the George Washington Carver Museum Facility Expansion Plan in June 2021. Current improvement projects include:
 - Roof replacement, building systems upgrade and exterior site improvements – The Design phase is complete and construction is anticipated to begin this Winter 2021/2022.
 - Theater and Accessibility Improvements – Design work is scheduled to begin early 2022 with construction anticipated to begin Summer 2023.
 - Design for the first phase of the Facility Expansion Plan is expected to start Fall 2022 with construction projected to begin early 2024. When the project is initiated it will be managed by the Public Works Department.

The Public Works Department is managing the following 2018 bond package facility projects:

- The Emma S. Barrientos Mexican American Cultural Center, Phase 2 – This project is currently in the design phase with an anticipated construction date of Summer 2022.
- The Asian American Cultural Center Phase 2 – This project is currently in the design phase with an anticipated construction date of Fall/Winter 2022.
- The Mexic-Arte Museum – This project is currently in the design phase, the Recommendation for Council Action that is scheduled for the December 2, 2021 Council meeting is for negotiation and execution of a professional services

contract to provide professional design services. Construction for this Phase 2 for this facility is scheduled to begin Winter of 2023.

Item #16: Approve a resolution finding the use of the Design-Build method of contracting, as authorized by Subchapter G, Chapter 2269 of the Texas Government Code, as the project delivery method that provides the best value to the City for the Community Court 8th Street Municipal Building Renovation. Related to Items #12 and #13. (Note: MBE/WBE goals will be established prior to issuance of this solicitation.)

COUNCIL MEMBER ALTER'S OFFICE

- 1) *Does the \$25 million + price tag cover renovations for the full building or just for the DACC (i.e. first three floors)? What is currently budgeted to cover costs of the other floors that are being considered for cultural uses?*

The estimate covers all building abatement and replacement of building mechanical, electrical, plumbing (MEP), and HVAC. For the area intended for uses beyond the DACC, it includes "white box" finish, meaning it will be partially finished (i.e. MEP and drywall) and ready for further customization. Staff will continue to collaborate on the potential uses of the space and what can be done during the design/construction phases of the project to make the space as ready as possible for those uses.

Item #21/22: 21. Authorize negotiation and execution of a multi-term contract with Tetra Tech Inc. for post-disaster debris monitoring, for up to five years for a total contract amount not to exceed \$2,500,000. (Note: This solicitation was reviewed for subcontracting opportunities in accordance with City Code Chapter 2-9C Minority Owned and Women Owned Business Enterprise Procurement Program. For the services required for this solicitation, there were no subcontracting opportunities; therefore, no subcontracting goals were established).

22. Authorize negotiation and execution of three multi-term contracts with Ceres Environmental Services, Inc., CrowderGulf, LLC, and DRC Emergency Services, LLC for post-disaster debris removal, each for up to five years for a total amount not to exceed \$5,000,000, divided among the contractors. (Note: This solicitation was reviewed for subcontracting opportunities in accordance with City Code Chapter 2-9C Minority Owned and Women Owned Business Enterprise Procurement Program. For the services required for this solicitation, there were insufficient subcontracting opportunities; therefore, no subcontracting goals were established. However, the recommended contractors identified subcontracting opportunities).

COUNCIL MEMBER ALTER'S OFFICE

- 1) *Please provide further detail on the structure for this contract and others of its type. For example, does the city only pay for services provided, or does the city pay for a retainer?*

The City will only pay for services as they are rendered in accordance with the proposed pricing from the contractor.

- 2) *If the contract services are contingent on use in some way, how does the city budget for those instances?*

The Department does not budget for unanticipated disasters. The Department would first review the current fiscal year budget to see if it can be funded through savings. In instances where use of this contract would exceed the current fiscal year budget, the Department would prepare and submit a budget amendment for Council approval. The Department maintains a reserve as specified in the City financial policies to cover such instances.

Items #36 and #37: Approve an ordinance amending the Fiscal Year 2021-2022 Austin Public Library Department Operating Budget Special Revenue Fund (Ordinance No. 20210811-001) to accept and appropriate \$250,000 in grant funds from the Texas State Library and Archives Commission's federal funder, Institute of Museum and Library Services, from the American Rescue Plan Act, for costs associated with Texas Digital Navigators, a program to develop and implement a unique Digital Navigator program to help close the digital divide in the community.

Approve an ordinance amending the Fiscal Year 2021-2022 Austin Public Library Department Operating Budget Special Revenue Fund (Ordinance No. 20210811-001) to accept and appropriate \$150,072 in grant funds from the Texas State Library and Archives Commission's federal funder, Institute of Museum and Library Services, from the American Rescue Plan Act, for costs associated with Texas Supports Libraries: Understanding for All/Comprensión Por Todo, a program to support libraries that help communities respond directly to the pandemic through an equitable approach of bridging the language barriers in accessing library services and information.

COUNCIL MEMBER FUENTES' OFFICE

1) For both 36 & 37: Which libraries will these Digital Navigators and the trained translators/interpreters be assigned to? How will the public be made aware of these services?

The Texas State Library and Archives Commission (TSLAC) Grants are integrated to maximize the benefit to communities most impacted by the pandemic. While the services can be made available at any library location, priority neighborhoods were identified based on 2017 Austin/Travis County Community Health Assessment and the 2018 Digital Inclusion in Austin Report.

Digital Navigation and Telehealth Services will be regularly scheduled at five (5) neighborhood branches and two (2) Housing Authority of Travis County residential apartments.

Willie Mae Kirk Branch Library | Oak Springs area
Southeast Branch Library | Dove Springs area
St. John Branch Library | St. John area
Ruiz Branch Library | Montopolis area
Little Walnut Creek Branch Library | Rundberg Lane area

Library Community Service Coordinators will hold "office hours" at Central Library to assist individuals in connecting to social service providers, including Telehealth.

Translation and Interpreters *(funded by the Library Support Grant)*

The Library will use the City's Translation and Interpreter Master Agreement to select qualified trained and local individuals to translate and interpret program materials and

content under this grant. All library locations use iSpeak Austin and Voiance Language Line to provide language access services on-demand for multiple languages, including American Sign Language. Library staff who are proficient in Spanish or have completed the City of Austin Language Access Basic training are or will be assigned at each of the libraries selected for the grant program. In hiring temporary part-time Digital Navigators under the grant, proficiency in Spanish is a preferred qualification.

Item #41: Authorize negotiation and execution of an agreement with Front Steps, Inc to provide permanent supportive housing to disabled individuals who have experienced chronic homelessness, for a 10-month term with three 12-month extension options each in an amount not to exceed \$350,000, for a total agreement amount not to exceed \$1,400,000.

COUNCIL MEMBER KELLY'S OFFICE

1) *What is the location that permanent supportive housing will be provided?*

Front Steps has existing relationships with housing providers and will leverage these relationships to provide scattered site permanent supportive housing services. No specific congregate site is designated to be a part of this program.

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COUNCIL MEMBER ALTER'S OFFICE

1) *Is this a new contract?*

Yes, this is a new contract

2) *Is this for new units and housing new individuals or a continuation of an existing service?*

This is for housing new individuals with emergency Housing Authority of the City of Austin (HACA) vouchers that were recently awarded to the City.

3) *Why is this listed under the SMBR portion of our agenda?*

It is listed under SMBR in error. The RCA file has the correct department listed, which is Austin Public Health. This will be noted on the changes and corrections document.

Item #46: Authorize negotiation and execution of an interlocal agreement with the Lower Colorado River Authority to provide data and web hosting services for the Watershed Protection Department for a five-year term in an amount not to exceed \$700,000, with five 12-month extension options in an amount not to exceed \$140,000 per extension option, for a total contract amount not to exceed \$1,400,000.

COUNCIL MEMBER FUENTES' OFFICE

1) *How many additional gauges were added since 2015?*

The FEWS group currently has 78 active stream stage/flow, rainfall, or combination gauges located throughout the City. We also cooperate with the U. S. Geological Survey (USGS) to operate an additional 30 stream gauges in the Austin area and have access to a number of gauges operated by the LCRA. We have removed two gauges and added two new gauges since 2015 (no net change in our 78 total gauges). However, after the 2013 Halloween flood we spent a considerable amount of effort on both our gauges and with the USGS to improve the reliability and security of our gauges in large flood events.

One of the key elements of our original agreement with the LCRA was the incorporation of the City's rainfall and stream flow/stage gauge data into their Hydromet website (<https://hydromet.lcra.org/>). This partnership makes our data directly available to the public through an easy to use interface. The new agreement will extend this partnership and ensure that our data continues to be readily available to the public.

2) What is the process for determining gauge locations?

Rainfall Gauges – The FEWS group has placed rainfall gauges throughout the City in order to provide comprehensive data coverage for the City's watersheds. This data is used both directly for analysis and indirectly to calibrate NEXRAD radar rainfall data for the Austin area. We use this data both to drive our real-time and predictive flood warning models and to calibrate our floodplain models. In general, rainfall gauges are located and spaced so that they provide both good, local data for known problem areas and comprehensive coverage of the watersheds that feed our creeks. At an individual site level, the gauge is located either on City property or within public rights-of-way where the gauge will be minimally impacted by tree cover.

Stream Flow/Stage Gauges – The FEWS group's stream gages are located throughout the City in order to supplement information from the USGS and LCRA stream gauges. Smaller watersheds like Blunn Creek may only have one FEWS stream gauge while there may be several spaced out along the creeks in larger watersheds like Shoal Creek or Williamson Creek. The gauges are located so that they can provide information in the vicinity of known problem areas and to provide a more comprehensive picture of conditions within a watershed. This information is used in concert with our real-time and predictive flood warning models to predict flood risk at low water crossings, flood-prone neighborhoods, and other critical areas.



Council Question and Answer

Related To

Item #4

Meeting Date

December 2, 2021

Additional Answer Information

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QUESTION/ANSWER: Council Member Fuentes' Office

1) *What is the timeline for the installation of this artwork?*

The artwork is now partially installed at the Barbara Jordan Terminal but awaiting a number of key sculptural elements to reach 100% completion. With the additional funding, the project will be complete by the end of January 2022.



Council Question and Answer

Related To

Item #7

Meeting Date

December 2, 2021

Additional Answer Information

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 - o Staff continues to engage the Arts Commission to develop an expenditure plan for these funds. Staff intend to finalize a creative sector workforce development strategy in partnership with the Arts Commission in the coming months.



Council Question and Answer

Related To

Item #9

Meeting Date

December 2, 2021

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QUESTION/ANSWER: Council Member Fuentes' Office

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Council Question and Answer

Related To

Item #11

Meeting Date

December 2, 2021

Additional Answer Information

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QUESTION/ANSWER: Council Member Kelly's Office

1) Please provide copies of previous interlocal agreements between Travis County and the City of Austin from 2018 to now.

The latest full ILA is the FY19 document, which was amended in FY20 and FY21. Those amendments are also attached. (Amendment 1 was modified a couple of weeks later with the "Nunc Pro Tunc" Order.)

NUNC PRO TUNC ORDER RE:
AMENDMENT ONE TO INTERLOCAL AGREEMENT BETWEEN CITY OF AUSTIN AND TRAVIS
COUNTY FOR EMERGENCY MEDICAL SERVICES

RECITALS

On September 24, 2019, the Commissioners Court approved Amendment One to the Interlocal Agreement Between City of Austin and Travis County for Emergency Medical Services ("Amendment One")

From information provided to the Commissioners Court on September 24, 2019, it is clear that the Commissioners Court intended to approve the total amount payable to the City of Austin. However, due to a mathematical error, the amount inadvertently included as the monthly payment was not one twelfth of the total amount. It is necessary to correct this error so that the Amendment reflects the intent of the Commissioners Court.

After due consideration of the information presented in court, the Commissioners Court finds that Amendment One as executed contains a misstatement of the monthly payment due that was intended in the motion entered in the Court's minutes on September 24, 2019.

ORDER

It is therefore ordered that

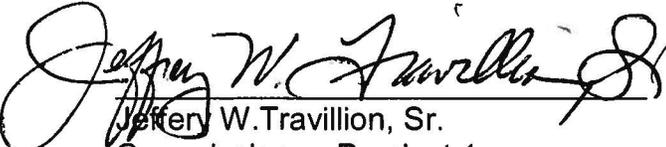
1. the attached Nunc Pro Tunc Amendment One to the Interlocal Agreement Between City of Austin and Travis County for Emergency Medical Services is approved,
2. the County Judge sign the Nunc Pro Tunc Amendment One to the Interlocal Agreement Between City of Austin and Travis County for Emergency Medical Services, and
3. the County Clerk enter the Nunc Pro Tunc Amendment One to the Interlocal Agreement Between City of Austin and Travis County for Emergency Medical Services in accordance with this order as made on September 24, 2019, nunc pro tunc, in the minutes of the Commissioners Court.

Date: OCT 08 2019

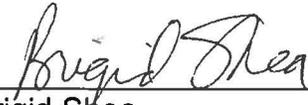
TRAVIS COUNTY COMMISSIONERS COURT



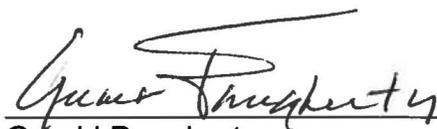
Sarah Eckhardt, County Judge

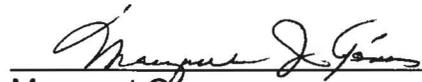


Jeffrey W. Travillion, Sr.
Commissioner, Precinct 1



Brigid Shea
Commissioner, Precinct 2


Gerald Daugherty
Commissioner, Precinct 3


Margaret Gomez
Commissioner, Precinct 4

Nunc Pro Tunc
AMENDMENT ONE TO INTERLOCAL AGREEMENT
BETWEEN CITY OF AUSTIN AND TRAVIS COUNTY
FOR EMERGENCY MEDICAL SERVICES

This Amendment One 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 wish to amend FY 2019 Agreement for ambulance services in Travis County.

City and County are authorized to enter into this Amendment One 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, 2019 and ending September 30, 2020.
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, 2019 to September 30, 2020 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 2019, the Attachment C-1 – Fees Payable attached to this Amendment One replaces the version of this Attachment attached to the FY 2019 Agreement for the performance of

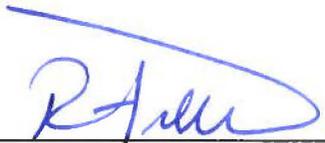
services and accounting for expenses related to the period from October 1, 2019 to September 30, 2020 inclusive.

4. **INCORPORATION OF FY 2019 AGREEMENT:** City and County hereby incorporate FY 2019 Agreement in this Amendment One. City and County hereby ratify all of the terms and conditions of FY 2019 Agreement except for the changes made in this Amendment One and the FY 2019 Agreement as amended continues in effect throughout the term of this Amendment One.
5. **EFFECTIVE DATE:** When it is approved by both the Travis County Commissioners Court and the City of Austin, this Amendment One is effective October 1, 2019.

CITY OF AUSTIN

A Home Rule Municipality

By:



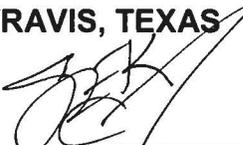
Rey Arellano, Assistant City Manager

Date:

10/02/2019

COUNTY OF TRAVIS, TEXAS

By:



Sarah Eckhardt, County Judge

Date:

OCT 08 2019

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 2020 is \$13,164,492.00

Negotiation of the FY 2020 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 serves primarily the Lakeway area to address increased 9-1-1 medical call volume there. The unit is on-duty 12 hours a day, 7 days a week.
- Continuing in FY 2020, 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 FY2020 is \$1,097,041.00, 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 receivable.

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 2020 unless already stated in this Attachment C-1.

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

This Amendment One 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 wish to amend FY 2019 Agreement for ambulance services in Travis County.

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

AGREEMENT TO AMEND FY 2019 AGREEMENT

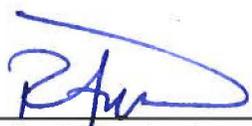
The parties agree to amend FY 2019 Agreement, as follows:

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, 2019 and ending September 30, 2020.
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, 2019 to September 30, 2020 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 2019, the Attachment C-1 – Fees Payable attached to this Amendment One 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, 2019 to September 30, 2020 inclusive.
4. **INCORPORATION OF FY 2019 AGREEMENT:** City and County hereby

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

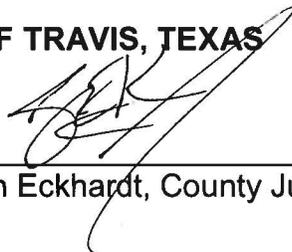
5. **EFFECTIVE DATE:** When it is approved by both the Travis County Commissioners Court and the City of Austin, this Amendment One is effective October 1, 2019.

CITY OF AUSTIN
A Home Rule Municipality

By: 
Rey Arellano, Assistant City Manager

Date: 09/19/2019

COUNTY OF TRAVIS, TEXAS

By: 
Sarah Eckhardt, County Judge

Date: SEP 24 2019

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 2019 is \$13,164,492.00

Negotiation of the FY 2020 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 serves primarily the Lakeway area to address increased 9-1-1 medical call volume there. The unit is on-duty 12 hours a day, 7 days a week.
- Continuing in FY 2020, 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 FY2019 is \$1,094,124.33, 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 2020 unless already stated in this Attachment C-1.

**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, 2020

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

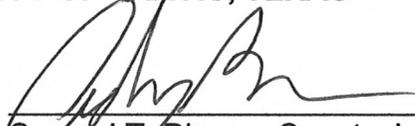
A Home Rule Municipality

By: 

Rey Arellano, Assistant City Manager

Date: 11/16/2020

COUNTY OF TRAVIS, TEXAS

By: 

~~Samuel T. Biscoe, County Judge~~
Andy Brown

Date: 12/7/2020

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.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF AUSTIN AND TRAVIS COUNTY
FOR EMERGENCY MEDICAL SERVICES**

This agreement is entered into by the following parties: City of Austin ("City") and Travis County, Texas ("County").

RECITALS

City provides and supports a full service Emergency Medical Services System for City residents and desires to collaborate with County to extend the system into County.

By doing so, City and County establish a leading edge regional Emergency Medical Services System that provides services throughout the entire geographic area of the City of Austin and Travis County.

City and County desire to have an Emergency Medical Services System that is performance-based and outcome-driven.

City and County now wish to enter into this Interlocal Agreement for Emergency Medical Services as authorized by Tex. Gov't. Code Ann., ch. 791.

AGREEMENT

1. Purpose of the Agreement.

This agreement establishes the performance expectations for the delivery of EMS clinical care, performance reliability, cost, customer service, and related administrative processes in Suburban County.

2. Scope of Work.

City provides Emergency Medical Services in Suburban County seven days a week, twenty-four hours a day, throughout the year as stated in Attachment A; and develops plans to continue improvement of the regional EMS System.

3. Term of Agreement.

3.1. The term of this agreement begins on October 1, 2018, and ends on September 30, 2019. The agreement may be extended up to two (2) consecutive times through successor Agreements or amendments.

3.2. City and County work collaboratively to develop successor agreements for emergency medical services to be approved by the governing bodies of City and County.

- 3.3. If City and County have not completed development of the terms and conditions of a successor agreement by September 30, 2019, this Agreement is automatically extended until January 15, 2020, and both parties remain subject to the terms and conditions of this agreement during the automatic extension unless it is terminated in writing earlier by either party with no less than 30 days written notice.
- 3.4. The governing bodies of City and County must specifically authorize any extension of this agreement beyond January 15, 2020.

4. **Performance Reliability.**

City maintains performance reliability as outlined in Attachment B. If City's performance reliability falls below the Acceptable Variation, City initiates an analysis of its performance as stipulated in Attachment B and develops and implements improvements as determined by its analysis.

5. **Authority.**

This agreement is authorized under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party paying for the performance of governmental functions or Services under this agreement must make those payments from current revenues available to that party.

6. **Changes to Agreement.**

Changes may be made to the agreement and any attachment to it, only if expressly agreed to in writing by the governing bodies of City and County and incorporated into this agreement. It is acknowledged that no officer, agent, employee or representative of County or City has any authority to change the provisions of this Agreement or any attachments to it unless expressly granted that specific authority by the Commissioners Court or City Council, as applicable.

7. **Invoicing and Payment Method for County Agreement Fee.**

7.1. IRS Form W-9.

County provides City and City provides County with an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations.

7.2. Amounts Payable by County.

During each term, the Total Agreement Fee is equal to the amount approved in a negotiated agreement or renewal amendment by the Commissioners Court and the City Council for the applicable agreement term.

7.3. Billing Instruction.

City submits a monthly billing statement for the portion of the Total Agreement Fee due for the previous month as stated in Attachment C to County Executive, Emergency Services between the first (1st) and fifteenth (15th) day of each calendar month for each

month of the current term beginning after the execution of this agreement and during any extension of this agreement, if amended. All billing statements must include following information:

- 7.3.1. The month covered,
- 7.3.2. The portion of the Total Agreement Fee for the current term due for the previous month as stated in Attachment C, and
- 7.3.3. A copy of Attachment C as supporting documentation.

7.4. **Payments by County.**

County pays City by electronic funds transfer the portion of the Total Agreement Fee stated on the billing statement no later than thirty (30) calendar days after receipt of a billing statement that is prepared and sent in compliance with section 7.3.

8. **Request for Additional Services or Additional Compensation.**

If unforeseen circumstances arise or resources beyond the original scope of work are needed, this agreement may be amended in compliance with Section 6 before these are provided. The cost associated with providing the increased services is negotiated by the Chief of EMS, or his designee and the County Executive, Emergency Services, or his designee and are subject to approval by the Commissioners Court and City Council.

9. **Maximum Funds.**

The maximum amount for any term can only be changed by the express written approval of that specific amount by the Commissioners Court.

10. **Confidentiality.**

10.1. Parties are required to comply with local, state, and federal laws relating to Confidential Information. Parties maintain sufficient safeguards to prevent release or disclosure of any Confidential Information obtained through the provision of Services under this agreement unless disclosure is allowed or required by local, state, or federal laws.

11. **Records Retention.**

11.1. City retains records in accordance with the Records Retention Schedule established by City for its EMS Department, City's Rules for its EMS Department and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.

11.2. Unless specifically requested in accordance with applicable HIPAA requirements and established procedures, City does not provide any protected health care information, which may include patient care records, to County.

12. **Patient Billing and Collection Services.**

12.1. **Billing.**

12.1.1. City may use contracted billing agencies for collection of fees. City bills ground ambulance patients within fifteen (15) calendar days after the date of

service. City charges ground ambulance patients for Services provided in Suburban County at the same rates charged to patients treated within City.

12.1.2. City may adjust rates for ground ambulance patients, including those for Services provided in Suburban County. City shall give written notice of the time and amount of any rate change to the County at least 30 days before implementation of the change.

12.1.3. If County desires a patient rate for Services provided in Suburban County that is different from the City rate, County works with City through the City's annual budget process to assist City staff in obtaining approval of that rate change in the City's fee ordinance. Any rate changes that apply only to the patient rate for Services provided in Suburban County require approval by both City Council and Commissioners Court.

12.2. Collections.

City collects the fees owed for Services provided in Suburban County under the same standards and procedures used for ground EMS services provided within the City limits and in accordance with City financial policies.

12.3. Delinquent Accounts.

City uses effective techniques and makes good faith efforts to promptly collect all fees due for Services provided in Suburban County, including delinquent amounts. City does not treat fees due for Services provided in Suburban County that must be paid to County differently from the fees that City collects on its own accounts, including delinquent EMS accounts. If appropriate, City may use contracted collection agencies for collection of delinquent amounts.

12.4. Travis County Responsible for Incarcerated Patients

County is financially responsible for a patient transported while incarcerated in a county facility. City shall not bill County for these Services during the term of this agreement.

12.5. Payment of Collected Patient Fees to County.

By the thirtieth (30th) day of the following month, City shall pay County the full amount of the ground ambulance fees collected during each calendar month for Services provided in Suburban County before October 1, 2018. The full amount includes any payer: not only patient payments, but also insurance payments and payments received from the Medicaid Supplemental Payment Program and other payers.

13. **Audit.**

County has the right to conduct an annual financial and compliance audit of City's performance under this agreement in compliance with generally accepted auditing standards and procedures for governmental organizations. City permits authorized representatives of County to audit its records that relate to this agreement. Subject to compliance with laws related to Confidential Information, City permits authorized representatives of County to obtain copies of any documents, materials, or information necessary to facilitate these audits. County continues to

have access to records about all revenue collected within Travis County even though the revenue earned after September 30, 2018 is no longer paid to County.

14. **Inspections.**

City permits authorized County personnel to conduct site visits, inspect any equipment and facilities, and review such records of the EMS System as needed to ascertain compliance with the terms of this agreement.

15. **Monthly STAR Flight Report.**

City provides the STAR Flight Report by the 10th (tenth) business day of the following month. The STAR Flight Report includes monthly totals for:

15.1. Number of Requests for:

- 15.1.1. In and Out of County Service
- 15.1.2. Scene versus Inter-Facility Calls
- 15.1.3. Specialty Team Flights

15.2. Number of Auto Launches and Number of Patients Transported.

15.3. Medical Priority Assignments for STAR Flight Transports.

- 15.3.1. Priority 1
- 15.3.2. Priority 2
- 15.3.3. Priority 3
- 15.3.4. Priority 4
- 15.3.5. Priority 5

15.4. Time Intervals.

- 15.4.1. Call Received
- 15.4.2. Dispatched
- 15.4.3. Responding

16. **Training for Aeromedical Communications Staff.**

16.1. City allows up to 12 Communications Medics to elect to participate in training in air emergency medical service dispatch and response, including STAR Flight card compliance. The number of participants is based on employee interest and the operational needs of EMS for ground dispatch. Initial and continued participation must be approved by both City and County.

16.2. Communications Medics who elect to participate (“Participants”) receive training from County in coordinating dispatch requests and responses for STAR Flight. Participants continue to be responsible for dispatching ground EMS, taking calls, and other duties for both City and Suburban County at the communications center.

16.3. City uses its best efforts to provide at least the minimum time period necessary to meet applicable Federal Aviation Administration regulatory requirements during which Participants are available for training. Participants continue to be managed and scheduled by City supervisors and managers. Participants are positioned to assume aeromedical

communications duties as assigned when the need occurs to the extent that the Participant is not currently engaged in a 9-1-1 call when the need occurs.

17. **EMS Advisory Board.**

17.1. City and County maintain an EMS Advisory Board with membership that includes representation selected by City and County. The membership is selected in accordance with a process approved by the City Council and the Commissioners Court.

17.2. The City Council and Commissioners Court may agree to dissolve the advisory board for any reason, including but not limited to the board's failure to meet. The EMS Advisory Board reviews the performance of the EMS System from the perspective of each of the types of organizations and entities and interests of which it consists. The EMS Advisory Board may be asked to consider and make recommendations about the EMS System to the City Council and Commissioners Court.

18. **Collaboration with Partnering Response Agencies.**

18.1. City shall coordinate and respond with First Responder Organizations, Parks First Responders, and other agencies throughout the region. City shall coordinate these responses in cooperation with and relying on resources provided by these entities, including use of transport vehicles supplied by them, as appropriate.

18.2. City shall provide medical direction and assistance with responder credentialing for Travis County First Responder Organizations in need of or desiring such.

18.3. City coordinates joint responses with other public safety agencies and First Responder Organizations in accordance with the National Incident Management System (NIMS).

18.4. City may establish service agreements with other public safety agencies and First Responder Organizations as necessary. These service agreements may include dispatch, medical direction, quality control, medical records management, training, backup response, mutual aid, and other services as needed.

19. **Utilization of ALS and BLS Alternate Response Vehicles.**

19.1. City may use alternate ALS response personnel and vehicle configurations to provide ALS services within the County to improve patient access to ALS care, to reduce unnecessary ambulance response and transport, and to facilitate a more integrated and cooperative emergency medical services system.

19.2. City may use basic life support ambulances or other basic life support personnel and vehicle configurations in order to provide the most appropriate response needed for the patient's condition.

20. **Location of City EMS Resources in Suburban County.**

City determines the best locations for EMS resources serving County. Where possible, County assists City when locations involve County locations.

21. **Liability for Harm.**

21.1. County Assumption of Risk Related to Third Party Claims. City is not liable to County for any claims, damages, or attorneys' fees arising from the intentional acts or negligence or wrongful acts or omissions of County officials or employees.

21.2. City Assumption of Risk Related to Third Party Claims. County is not liable to City for any claims, damages or attorney's fees arising from the intentional acts or negligence or wrongful acts or omissions of City officials or employees.

21.3. Joint Liability.

For any claims, damages and attorney fees arising from the intentional acts or negligent or wrongful acts or omissions of City or County employees in relation to their respective obligations as described in this agreement, if both parties are liable, City and County are liable for the portion of the claims, damages and attorney fees that arise from the intentional acts or negligent or wrongful acts or omissions of that party as determined by the court adjudicating the matter or as agreed in any settlement.

21.4. Ground Vehicles.

The parties acknowledge that they do not have and are not required to provide business automobile or fleet insurance coverage on their ground emergency vehicles. Both City and County intend to remain self-insured for losses and damages to their vehicles.

21.5. Apportionments of Responsibility for STAR Flight.

To the extent that City would be liable under the Tort Claims Act, City is responsible for any claims, damages or attorney's fees arising from the intentional acts or negligence or wrongful acts or omissions of City officials or employees in dispatching STAR Flight, determined by the court adjudicating the matter or as agreed to in any settlement.

21.6. Workers Compensation.

If any City official or employee suffers any injury while on duty that is compensable under the Workers Compensation laws, City is responsible for the loss under its workers compensation self- insurance fund. If any County official or employee suffers any injury while on duty that is compensable under the workers compensation laws, County is responsible for the loss under its workers compensation self-insurance fund.

22. **Terms & Conditions.**

22.1. Federal and State Laws, Rules and Ordinances.

Parties comply with all applicable federal and state constitutions, statutes, rules and regulations in the performance of this agreement.

22.2. Applicable Law and Venue.

This agreement is governed by and interpreted in accordance with the laws of the United States of America and of Texas. All obligations under this agreement are performable in Travis County, Texas.

22.3. Severability.

If any provision of this agreement is held to be unenforceable, illegal or invalid by a court of competent jurisdiction, the remainder continues to have full force and effect and is in no way impaired or invalidated by that holding.

22.4. Immunity Not Waived.

The parties, individually and jointly, expressly agree that they do not intend that any provision of this agreement in any way constitutes a waiver by that party of any immunities from suit or from liability that that party may have by operation of law.

22.5. Non-Waiver.

Any omission to enforce any provision of this agreement by either party and any payment made in compliance with this agreement is not interpreted as a modification of this agreement or as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this agreement is not construed as a waiver of the right or privilege. Exercise of any right or remedy does not impair, prejudice, or preclude the exercise of any other right or remedy under this agreement.

23. **Breach of Agreement, Dispute Resolution, and Terminations.**

23.1. Notice to Cure.

Except as otherwise provided in this agreement regarding breaches involving non-payment, there is no remedy for breach of this agreement before notice in compliance with Section 24.1 and opportunity to cure as specified in Section 23.4.

23.2. Failure to Pay.

County may withhold payment due to City under this agreement of funds in its possession related to this agreement by way of set off, pending final resolution of the dispute. Exercise of this right does not constitute a waiver of either party's rights to proceed under any other provision of this agreement, and either party may pursue any other rights granted pursuant to this agreement at the same time as and during any period of mediation.

23.3. Mediation.

If a difference arises about performance under this agreement, the objecting party notifies the other party of the difference in compliance with Section 24.1, and City and County staff meet and attempt to resolve the differences to the satisfaction of both parties within sixty (60) days after the date of the notice, provided however, that this section 23.3 does not apply if County fails to pay City fees due under this agreement when these fees are due. If staff members are unable to resolve the dispute within sixty (60) days, either party may request mediation. If mediation is acceptable to the parties, each party chooses a mediator within ten (10) business days of the date they agree to mediate. If City and County choose different mediators, then the two chosen by City and County together choose a third person who is the sole mediator. Representatives of each party meet with the mediator in Austin at mutually agreed upon times. The location is chosen by the mediator. The costs of mediation are shared equally by the parties. Unless both parties are satisfied with the results of the mediation, the mediation does not constitute a final and

binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in the Tex. Civ. Prac. & Rem. Code Ann., § 154.073, unless both parties agree, in writing, to waive confidentiality. Exercise of this right does not constitute a waiver of either party's rights to proceed under any other provision of this agreement, and either party may pursue any other rights granted pursuant to this agreement at the same time as and during any period of mediation.

23.4. Termination for Breach.

Before exercising any rights under this section 23.4, the non-breaching party must comply with the mediation requirements in Section 23.3, provided that these mediation requirements do not apply to the failure of County to pay City funds as required under this agreement. Either party may terminate this agreement upon ninety (90) days written notice if the other party has breached any of the terms or provisions in this agreement. The non-breaching party provides written notice in compliance with Section 24.1 to the other party describing the breach and the effective date of termination. Upon receipt of this notice, the party in breach has ninety (90) days to cure the breach. Failure to correct such breach or give an explanation that is satisfactory to the terminating party within that ninety (90) day period results in an automatic termination of this agreement at the end of the ninety (90) days unless the non-breaching party, in its sole discretion, offers an extension of the time to cure.

23.5. Termination without Cause.

Either party may terminate this agreement at any time, with or without cause, by providing the other party with one hundred and eighty (180) days written notice. Written notice may be sent by any method, which provides verification of receipt, and the 180 days is calculated from the date of receipt of the notice in compliance with Section 24.1.

24. Notices.

24.1. Procedure for Notice.

All notices required under this agreement are in writing. Notices are deemed to have been given to the party on the third day following mailing if placed in the United State Mail, postage prepaid, by registered or by certified mail, with return receipt requested. Each party may change its address for notice by giving notice of the change in compliance with the requirements of this section and delivering the notice to the County Clerk for attachment to this agreement no later than ten (10) days after the effective date of the notice. Notices related to performance are handled in accordance with Attachment B.

24.2. Address of the County.

The address of County for all purposes under this agreement is:

If by Mail,

If by Personal Delivery

| | |
|--|--|
| Purchasing Agent, Travis County P.O. Box 1748 Austin, Texas 78767, and | Purchasing Agent, Travis County 700 Lavaca, Suite 800 Austin, Texas 78701, and |
|--|--|

| | |
|---|---|
| County Executive Emergency Services Travis County P.O. Box 1748 Austin, Texas 78767 | County Executive Emergency Services Travis County 700 Lavaca, Suite 2.500 Austin, Texas 78751 |
|---|---|

24.3. Address of the City.

The address of City for all purposes under this agreement is:

If by Mail

If by Personal Delivery

| | |
|--|--|
| City Manager City of Austin P.O. Box 1088 Austin, Texas 78767, and | City Manager City of Austin 301 West 2nd Street Austin, Texas 78701, and |
| EMS Chief City of Austin EMS Department P.O. Box 1088 Austin, Texas 78767 | EMS Chief City of Austin EMS Department 15 Waller Street, 2nd Floor Austin, Texas 78702 |

And to:

If by Mail

If by Personal Delivery

| | |
|--|--|
| City Attorney City of Austin Law Department P.O. Box 1088 Austin, Texas 78767 | City Attorney City of Austin Law Department 301 West 2nd Street Austin, Texas 78701 |
|--|--|

24.4. Change of Address.

The parties may change their addresses for notice by sending notice of the change in compliance with Section 24.1.

25. **Miscellaneous Clauses.**

25.1. Non-Discrimination.

City and County provide all Services and activities required by this agreement in compliance with Title VII, the Americans with Disabilities Act, the Age Discrimination and Employment Act, the Texas Commission on Human Rights Act, and all other local, state and federal laws prohibiting unlawful discrimination in relation to any employee, applicant for employment, or resident of City or of County.

25.2. Independent Contractors, No Agency.

The parties to this agreement are independent contractors. An official or employee of one party is not be construed to be the agent or the employee of the other party. Neither party may represent the other for any purpose not expressly authorized in this agreement without the prior consent of the other party. No agent, official, employee or representative of either party has the authority to amend or assign this agreement, or waive any violations of this agreement unless expressly granted specific authority to do so by the City Council or the Commissioners Court, as applicable.

25.3. Force Majeure.

Neither party is liable nor is it deemed to be in default for any delay or failure to perform its obligations under this agreement to the extent, and for the period of time, that this failure is caused by an event or condition reasonably beyond the control of that party including acts of God, civil or military authority, acts of public enemies, acts of terrorism, fires, floods, strikes or regulatory delay or restraint. The party invoking this provision gives notice to the other party and uses due diligence to remedy the event or condition of Force Majeure as soon as is reasonably possible. Each party acknowledges that it is bound to perform its obligation under this agreement to the fullest extent possible taking into consideration the limitations caused by the event or condition of Force Majeure.

25.4. Assignment.

Neither party may assign any of its rights or responsibilities under this agreement without the prior written consent of the other. It is acknowledged by each party that no official, agent, employee or representative of the other party has any authority to grant such assignment unless expressly granted that specific authority by the party's governing body.

25.5. Number and Gender.

Words of any gender include any other gender and words in either number include the other, unless the context clearly indicates otherwise.

25.6. Headings.

Headings may not be considered in agreement interpretation.

25.7. Non-Party Beneficiaries.

No provision in this agreement creates any rights in any person or entity that is not a party to this agreement, and the rights to performance in this agreement are only enforceable by County and City.

25.8. Survival of Terms.

If this agreement is terminated, County's obligations under Attachment C and subsection 7.4 survive the termination until City has been satisfied in full for the period before the date of termination. If this agreement is terminated, City's obligations under Sections 13 and 14 for the final term survive the termination until County has been satisfied in full. In addition, if this agreement is terminated, each party's obligations under the following subsections survive the termination until the other party has been satisfied in full: 7.2, 7.3,

7.4, all of 10, all of 11, all of 15, 22.2, 22.3, 22.4, 22.5, 23.2, 24.1, 24.2, 24.3, 25.1, 25.2, 25.7, 25.8, all of 26, and all of 27.

26. Definitions.

- 26.1. "Acceptable Variation" is the amount and frequency that a performance measure may fluctuate before an improvement plan is required.
- 26.2. "ALS" means Advanced Life Support.
- 26.3. "City" means City of Austin, a Texas municipal corporation.
- 26.4. "Commissioners Court" means the Travis County Commissioners Court.
- 26.5. "Confidential Information" means the personal and private information like patient records that are made confidential by local, state, and federal laws such as the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009, 45 Code of Federal Regulations, Part 164, and the privacy provision of the Texas Health and Safety Code.
- 26.6. "County" means Travis County, a political subdivision of Texas.
- 26.7. "County Executive, Emergency Services" means the individual designated by the Commissioners Court to perform the management and administrative duties of County under this agreement.
- 26.8. "EMS Chief" means the City Director of Emergency Medical Services or his designee.
- 26.9. "EMS Department" means City Emergency Medical Services Department.
- 26.10. "EMS System" or "Austin-Travis County EMS System" means all personnel, facilities, fleet, and equipment used by any entity under the City EMS Medical Director's License to provide EMS and emergency medical first response within Travis County and includes the EMS Department, Parks First Responders, and Participating ESDs.
- 26.11. "Fiscal Year" means the twelve month period that begins October 1 and ends on the following September 30.
- 26.12. "Parks First Responder" means any person who is a member of the Travis County Transportation and Natural Resources Department that provides emergency first response services in Suburban County and satisfies all applicable Texas Department of State Health Services requirements for first responders, and has EMS System credentials at the appropriate level.
- 26.13. "Participating ESD" means any Emergency Services District that adopts all of the uniform elements of the EMS System including medical direction, clinical operating guidelines, dispatch guidelines, radio system, medical equipment and supplies, credentialing

guidelines, medical record solutions, performance improvement processes and continuing education programs.

26.14. "Performance Improvement Plan" means a document that defines the strategies that are to be used by the EMS Department to assess, test, and improve performance.

26.15. "Services" means emergency medical services that are provided with the delivery of clinical excellence, performance reliability, economic efficiency, and customer satisfaction to County seven days a week, twenty-four hours a day, and every day of each year as stated in Attachment A.

26.16. "STAR Flight" means the program that provides emergency medical air ambulance services by County which includes helicopters, aviation equipment, management and operations personnel, and for which City provides dispatch services as described in this agreement.

26.17. "Suburban County" means those areas of Travis County located outside the corporate limits of Austin, but excludes any incorporated area in County that does not have a current, written interlocal agreement with County for EMS services.

26.18. "Total Agreement Fee" means the total amount due to City and payable by County for Services provided to County during the Fiscal Year described in Attachment C.

27. Entire Agreement.

This agreement replaces all prior contracts and all oral and written agreements between the parties regarding the subjects and terms of this agreement. Any agreement, covenant or understanding that is not included in this document, including its Attachments has been superseded by this agreement. The Attachments which are a part of this agreement and include promised performance under this agreement are limited to the following:

27.1. Attachment A - Scope of Work

27.2. Attachment B - Performance Indicators

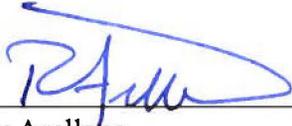
27.3. Attachment C - Fees Payable

28. DUPLICATE ORIGINALS: This agreement may be executed in duplicate originals.

[remainder of page left blank intentionally]

29. **EFFECTIVE DATE:** This agreement is effective on October 1, 2018.

City of Austin

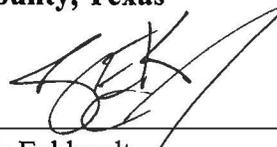
By: 

Rey Arellano
Assistant City Manager

12/13/2018

Date

Travis County, Texas

By: 

Sarah Eckhardt
County Judge

DEC 18 2018

Date

ATTACHMENT A SCOPE OF WORK

Travis County Emergency Services Districts (ESDs) are key public safety participants that provide fire suppression, rescue, emergency medical first response (basic and/or advanced life support), hazardous materials mitigation, command and control, and various emergency management functions. Some ESDs may also provide basic and/or advanced life support ambulance transportation. City acknowledges that it is of critical importance that the ESDs and the EMS Department seamlessly collaborate to provide emergency medical services to the people of Travis County in accordance with the National Incident Management System (NIMS).

The EMS Department provides emergency medical response with highly trained and skilled personnel and maintains a state of readiness to ensure timely responses to calls for assistance. It provides the tools and equipment necessary for conducting medical assessments, treatment and transportation of ill or injured persons. More specifically, City through the EMS Department is responsible for the following processes and Services:

Emergency Dispatch - Emergency dispatch includes answering 911 calls, applying Dispatch Criteria, dispatching EMS resources, providing emergency and pre-arrival instructions to callers, notifying Travis County First Responder Organizations, and monitoring incident radio traffic to provide support and track responses.

STAR Flight Communications - STAR Flight communications includes EMS Department Communications staff receiving requests, alerting crews, communicating with and tracking the air medical transport vehicles in accordance with Federal Aviation Administration Regulations applicable at the time of execution of this agreement and with the Commissioners Court approved Dispatch Matrix.

Emergency Response - Emergency response includes responding to emergencies with staffed ambulances or other resources, such as Paramedic Response Units, Supervisory Units, Alternative Transport Units including the staffing necessary to deliver emergency medical care to patients in a broad range of circumstances and locations 24-hours a day, throughout the year.

Patient Assessment and Care - Patient Assessment and Care includes EMS Department medical personnel conducting medical assessments and providing medical care to patients requesting assistance according to established standards.

Medical Transportation - Medical Transportation includes the EMS Department providing patients continuous medical care while transporting them to the most appropriate location for their medical needs.

Regional System Improvement Plan - Within the first six months of this agreement, City and County will begin a collaborative process to develop a five-year plan to improve the Austin-Travis County EMS regional system that will focus on improving integration with Emergency Service Districts, system-wide response times, a collaborative clinical practice, and training. City and County will

determine the feasibility of engaging a nationally recognized consultant with particular expertise in emergency systems, with characteristics and challenges like those experienced in Travis County, to assist in the design of improvements. With costs to be determined, the City and County intend to pay for these services jointly.

ATTACHMENT B
PERFORMANCE INDICATORS

City through the EMS Department performs the Scope of Work stated in Attachment A and execute 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 |
| Responses by County units into City | The percentage of responses made by ambulances assigned to County EMS stations into the City region | Run Chart updated by 10th business day each month |

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 quickly | ≤ Average of 75 seconds each month | Reliability may not rise more than 3% above 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. |

| | | | | | |
|------------------------------------|--|------------------|--|---|--|
| 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 10th 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 10th business day each month | Include plan within Performance Indicator Report when Acceptable Variation is met. |

Key Result Area: Emergency Response

| |
|---|
| Aggregate Overall Response Time |
| <p>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. Time interval targets for the purpose of calculating the aggregate overall response time are listed below.</p> <p style="margin-left: 40px;">Priority 1 – 11:59 Priority 2 – 13:59 Priority 3 – 15:59 Priority 4 – 17:59 Priority 5 – 19:59</p> |

Acceptable Variation.

Reliability may not fall more than 0.5% below the standard of 90% for two consecutive months or any three months in a year. Reliability of less than 0.5% may result in an Improvement Plan, at the discretion of the County, when it occurs for two consecutive months or any three months in a year.

| Indicator | Desired Outcome | Standard | Acceptable Variation | Monitoring Method – ATCEMS Performance Dashboard | Improvement Actions |
|------------------------------|---|---|---|---|--|
| County Overall On- Time Rate | Arrive quickly to EMS calls with ambulances or other resources described in Section 19. | ≥ 90% to the aggregate of all response time priorities - overall response time. | Reliability may not fall more than 0.5% below the standard of 90% for two consecutive months or any three months in a year. | Run Chart updated by 10th business day each month | Reliability of less than 0.5% may result in an Improvement Plan, at the discretion of the County, when it occurs for two consecutive months or any three months in a year. |

Key Result Area: Patient Assessment and Care

| Indicator | Desired Outcome | Standard | Acceptable Quality Level | Monitoring Method – ATCEMS Performance Dashboard | Improvement Actions |
|---|--|---|--|--|--|
| Aspirin Administration in ACS | All patients exhibiting signs of a ACS (Acute Coronary Syndrome) receive Aspirin before arrival at the hospital. | 95% of patients with no contra-indications | Reliability may not fall more than 3% below standard for more than two consecutive months or any three months in a year. | Run Chart updated by 10th business day at the beginning of each quarter. | Include plan within Performance Indicator Report when Acceptable Variation threshold is met. |
| Blood Glucose Test in Stroke | All patients exhibiting signs of a Cerebro-vascular Accident (Stroke) receive a blood glucose test before arrival at the hospital. | 95% of patients with no contra-indications | Reliability may not fall more than 3% below standard for more than two consecutive months or any three months in a year. | Run Chart updated by 10th business day at the beginning of each quarter. | Include plan within Performance Indicator Report when Acceptable Variation threshold is met. |
| Cardiac Arrest Arrival at Facility with a Pulse | As many patients as possible who are treated for cardiac arrest by EMS arrive at the hospital with a pulse. | ≥ 30% of patients with attempted resuscitation by ATCEMS. | Performance may not fall more than 10% in a six month period. | Run Chart updated by 10th business day at the beginning of each quarter. | Include plan within Performance Indicator Report when Acceptable Variation threshold is met. |

Key Result Area: Medical Transportation

| Indicator | Desired Outcome | Standard | Acceptable Quality Level | Monitoring Method – ATCEMS Performance Dashboard | Improvement Actions |
|------------------------|---|--|--|---|--|
| STEMI Alert Transport | All patients who need and accept medical care related to a STEMI Alert are transported to an appropriate STEMI specialty care facility. | ≥ 90% Patients with EMS identified STEMI Alert are transported to appropriate specialty care facility or have documented reason for exception. | Reliability may not fall more than 3% 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. |
| Stroke Alert Transport | All patients who need and accept medical care related to a Stroke Alert are transported to an appropriate stroke specialty care facility. | ≥ 90% Patients with EMS identified Stroke Alert is transported to appropriate specialty care facility or have documented reason for exception. | Reliability may not fall more than 3% 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. |

| | | | | | |
|-----------------------------|--|--|--|--|--|
| Trauma Activation Transport | All patients who need and accept medical care related to Trauma Activation are transported to an appropriate trauma specialty care facility. | ≥ 90% Patients with EMS identified Trauma Activation are transported to appropriate specialty care facility or have documented reason for exception. | Reliability may not fall more than 3% 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. |
|-----------------------------|--|--|--|--|--|

Key Result Area: Customer Service

| Indicator | Desired Outcome | Standard | Acceptable Quality Level | Monitoring Method – ATCEMS Performance Dashboard | Improvement Actions |
|-----------------------------|----------------------------|---|--|---|--|
| Customer Satisfaction Score | Create satisfied customers | ≥ 95% of patients are satisfied or very satisfied with our customer service | Reliability may not fall more than 3% 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. |

**ATTACHMENT C
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 2019 is \$12,892,098.00

Negotiation of the FY 2019 annual fee includes consideration of the following in the agreement:

- A one-time 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 serves primarily the Lakeway area to address increased 9-1-1 medical call volume there. The unit is on-duty 12 hours a day, 7 days a week.
- Effective 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.

The Monthly Agreement Fee for FY2019 is \$1,074,341.50, 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.

City acknowledges that between October 1, 2018, and the execution of this agreement County has paid City \$1,228,900.17 per month. The amount in excess of \$1,074,341.50 per month for those months shall be offset against the Monthly Agreement Fee for the month(s) immediately following execution of this agreement until the entire excess payment is reduced to zero. Payments will begin in the first month in which the Monthly Agreement Fee is not offset in full by prior payments after October 1, 2018.

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 2019 unless already stated in this Attachment C.



Council Question and Answer

Related To

Item #12

Meeting Date

December 2, 2021

Additional Answer Information

Approve an ordinance amending the Fiscal Year 2021-2022 Building Services Department Capital Budget (Ordinance No. 20210811-001) to increase appropriations by \$27,000,000 for the Municipal Building renovations. Related to Items #13, and #16.

QUESTION/ANSWER: Council Member Alter's Office

1) Please provide additional information on the timeline for determining when the remainder of the space will be utilized. Please describe whether only cultural uses will be considered. Please detail what legal limitations the Certificates of Obligation place on the use of the property.

A timeline for finalizing the use of the remaining space has not been set. However, staff from Economic Development, Financial Services, Building Services, and Public Works Departments along with the Austin Economic Development Corporation are actively engaged in conversation to determine possible uses and ensure the renovation of the building creates the most flexibility and potential for the space as possible.

The central limitation of Certificates of Obligation (COs) is they are non-voter-approved property tax backed debt, and therefore cannot be used for economic development. As a result, the framework for opening space to arts organizations would need to be done in a manner that is similar to a city-operated museum, or arts space, such as the Dougherty Arts Center, or the AISD Performing Arts Center. Staff would work with the Law Department and bond counsel to make sure proposed uses would be allowable. Because of these legal limitations, staff will also consider any other options that may be useful for the city for the space beyond cultural uses. Additionally, staff will endeavor to work within the framework of the new amendment to the Texas Tax Code (HB 1869) to ensure that the debt that is issued would fit into the debt portion of the City's tax rate.



Council Question and Answer

Related To

Item #14

Meeting Date

December 2, 2021

Additional Answer Information

Authorize negotiation and execution of a professional services agreement with Exigo Architecture, LLC (staff recommendation) or one of the other qualified responders for Request for Qualifications Solicitation No. CLMP303 to provide professional design services for renovations to the Mexic-Arte Museum - Construction-Manager-at-Risk in an amount not to exceed \$1,700,000.

QUESTION/ANSWER: Council Member Fuentes' Office

1) What is the status on the accelerated capital project delivery of each cultural center facility as designated in the 2018 bond package, including: Dougherty Arts Center, Emma S. Barrientos Mexican American Cultural Center, Asian American Resource Center, George Washington Carver Museum, and Mexic-Arte.

The Parks and Recreation Department self manages some of these facilities projects, while the Public Works Department, on behalf of the Parks and Recreation Department, manages the others.

The Parks and Recreation Department is managing the following 2018 bond package facility projects:

- Dougherty Arts Center Replacement – This project is currently in the design phase with an anticipated construction start date for early 2023.
- George Washington Carver Museum – City Council approved the George Washington Carver Museum Facility Expansion Plan in June 2021. Current improvement projects include:
 - Roof replacement, building systems upgrade and exterior site improvements – The Design phase is complete and construction is anticipated to begin this Winter 2021/2022.
 - Theater and Accessibility Improvements – Design work is scheduled to begin early 2022 with construction anticipated to begin Summer 2023.
 - Design for the first phase of the Facility Expansion Plan is expected to start Fall 2022 with construction projected to begin early 2024. When the project is initiated it will be managed by the Public Works Department.

The Public Works Department is managing the following 2018 bond package facility projects:

- The Emma S. Barrientos Mexican American Cultural Center, Phase 2 – This project is currently in the design phase with an anticipated construction date of Summer 2022.
- The Asian American Cultural Center Phase 2 – This project is currently in the design phase with an anticipated construction date of Fall/Winter 2022.
- The Mexic-Arte Museum – This project is currently in the design phase, the Recommendation for Council Action that is scheduled for the December 2, 2021 Council meeting is for negotiation and execution of a professional services contract to provide professional design services. Construction for this Phase 2 for this facility is scheduled to begin Winter of 2023.



Council Question and Answer

Related To

Item #16

Meeting Date

December 2, 2021

Additional Answer Information

Approve a resolution finding the use of the Design-Build method of contracting, as authorized by Subchapter G, Chapter 2269 of the Texas Government Code, as the project delivery method that provides the best value to the City for the Community Court 8th Street Municipal Building Renovation. Related to Items #12 and #13.

QUESTION/ANSWER: Council Member Alter’s Office

1) Does the \$25 million + price tag cover renovations for the full building or just for the DACC (i.e. first three floors)? What is currently budgeted to cover costs of the other floors that are being considered for cultural uses?

The estimate covers all building abatement and replacement of building mechanical, electrical, plumbing (MEP), and HVAC. For the area intended for uses beyond the DACC, it includes “white box” finish, meaning it will be partially finished (i.e. MEP and drywall) and ready for further customization. Staff will continue to collaborate on the potential uses of the space and what can be done during the design/construction phases of the project to make the space as ready as possible for those uses.



Council Question and Answer

Related To

Item #21 and 22

Meeting Date

December 2, 2021

Additional Answer Information

21. Authorize negotiation and execution of a multi-term contract with Tetra Tech Inc. for post-disaster debris monitoring, for up to five years for a total contract amount not to exceed \$2,500,000. (Note: This solicitation was reviewed for subcontracting opportunities in accordance with City Code Chapter 2-9C Minority Owned and Women Owned Business Enterprise Procurement Program. For the services required for this solicitation, there were no subcontracting opportunities; therefore, no subcontracting goals were established).

22. Authorize negotiation and execution of three multi-term contracts with Ceres Environmental Services, Inc., CrowderGulf, LLC, and DRC Emergency Services, LLC for post-disaster debris removal, each for up to five years for a total amount not to exceed \$5,000,000, divided among the contractors. (Note: This solicitation was reviewed for subcontracting opportunities in accordance with City Code Chapter 2-9C Minority Owned and Women Owned Business Enterprise Procurement Program. For the services required for this solicitation, there were insufficient subcontracting opportunities; therefore, no subcontracting goals were established. However, the recommended contractors identified subcontracting opportunities).

QUESTION/ANSWER: Council Member Alter’s Office

1) *Please provide further detail on the structure for this contract and others of its type. For example, does the city only pay for services provided, or does the city pay for a retainer?*

The City will only pay for services as they are rendered in accordance with the proposed pricing from the contractor.

2) *If the contract services are contingent on use in some way, how does the city budget for those instances?*

The Department does not budget for unanticipated disasters. The Department would first review the current fiscal year budget to see if it can be funded through savings. In instances where use of this contract would exceed the current fiscal year budget, the Department would prepare and submit a budget amendment for Council approval. The Department maintains a reserve as specified in the City financial policies to cover such instances.



Council Question and Answer

Related To

Items #36 and #37

Meeting Date

December 2, 2021

Additional Answer Information

Approve an ordinance amending the Fiscal Year 2021-2022 Austin Public Library Department Operating Budget Special Revenue Fund (Ordinance No. 20210811-001) to accept and appropriate \$250,000 in grant funds from the Texas State Library and Archives Commission's federal funder, Institute of Museum and Library Services, from the American Rescue Plan Act, for costs associated with Texas Digital Navigators, a program to develop and implement a unique Digital Navigator program to help close the digital divide in the community.

Approve an ordinance amending the Fiscal Year 2021-2022 Austin Public Library Department Operating Budget Special Revenue Fund (Ordinance No. 20210811-001) to accept and appropriate \$150,072 in grant funds from the Texas State Library and Archives Commission's federal funder, Institute of Museum and Library Services, from the American Rescue Plan Act, for costs associated with Texas Supports Libraries: Understanding for All/Comprensión Por Todo, a program to support libraries that help communities respond directly to the pandemic through an equitable approach of bridging the language barriers in accessing library services and information.

QUESTION/ANSWER: Council Member Fuentes' Office

1) For both 36 & 37: Which libraries will these Digital Navigators and the trained translators/interpreters be assigned to? How will the public be made aware of these services?

The Texas State Library and Archives Commission (TSLAC) Grants are integrated to maximize the benefit to communities most impacted by the pandemic.

While the services can be made available at any library location, priority neighborhoods were identified based on 2017 Austin/Travis County Community Health Assessment and the 2018 Digital Inclusion in Austin Report.

Digital Navigation and Telehealth Services will be regularly scheduled at five (5) neighborhood branches and two (2) Housing Authority of Travis County residential apartments.

- Willie Mae Kirk Branch Library | Oak Springs area
- Southeast Branch Library | Dove Springs area
- St. John Branch Library | St. John area
- Ruiz Branch Library | Montopolis area
- Little Walnut Creek Branch Library | Rundberg Lane area

Library Community Service Coordinators will hold "office hours" at Central Library to assist individuals in connecting to social service providers, including Telehealth.

Translation and Interpreters *(funded by the Library Support Grant)*

The Library will use the City's Translation and Interpreter Master Agreement to select qualified trained and local individuals to translate and interpret program materials and content under this grant. All library locations use iSpeak Austin and Voiance Language Line to provide language access services on-demand for multiple languages, including American Sign Language. Library staff who are proficient in Spanish or have completed the City of

Austin Language Access Basic training are or will be assigned at each of the libraries selected for the grant program. In hiring temporary part-time Digital Navigators under the grant, proficiency in Spanish is a preferred qualification.

Part of the funds from the grant will go toward the hiring of a temporary part-time Public Information Specialist position who will work with existing Library marketing staff to produce materials to promote the programs and identify opportunities to reach out to target audiences. The translation services provided through the grant will also go toward producing materials in other languages to reach non-English speakers. Library Outreach staff will also work with community partners to promote the programs and services to directly-served populations whose needs will be met by the programs.



Council Question and Answer

Related To

Item #41

Meeting Date

December 2, 2021

Additional Answer Information

Authorize negotiation and execution of an agreement with Front Steps, Inc to provide permanent supportive housing to disabled individuals who have experienced chronic homelessness, for a 10-month term with three 12-month extension options each in an amount not to exceed \$350,000, for a total agreement amount not to exceed \$1,400,000.

QUESTION/ANSWER: Council Member Alter's Office

1) *Is this a new contract?*

Yes, this is a new contract

2) *Is this for new units and housing new individuals or a continuation of an existing service?*

This is for housing new individuals with emergency Housing Authority of the City of Austin (HACA) vouchers that were recently awarded to the City.



Council Question and Answer

Related To

Item #41

Meeting Date

December 2, 2021

Additional Answer Information

Authorize negotiation and execution of an agreement with Front Steps, Inc to provide permanent supportive housing to disabled individuals who have experienced chronic homelessness, for a 10-month term with three 12-month extension options each in an amount not to exceed \$350,000, for a total agreement amount not to exceed \$1,400,000.

QUESTION/ANSWER: Council Member Kelly's Office

1) What is the location that permanent supportive housing will be provided?

Front Steps has existing relationships with housing providers and will leverage these relationships to provide scattered site permanent supportive housing services. No specific congregate site is designated to be a part of this program.



Council Question and Answer

Related To

Items #46

Meeting Date

December 2, 2021

Additional Answer Information

Authorize negotiation and execution of an interlocal agreement with the Lower Colorado River Authority to provide data and web hosting services for the Watershed Protection Department for a five-year term in an amount not to exceed \$700,000, with five 12-month extension options in an amount not to exceed \$140,000 per extension option, for a total contract amount not to exceed \$1,400,000.

QUESTION/ANSWER: Council Member Fuentes' Office

1) How many additional gauges were added since 2015?

The FEWS group currently has 78 active stream stage/flow, rainfall, or combination gauges located throughout the City. We also cooperate with the U. S. Geological Survey (USGS) to operate an additional 30 stream gauges in the Austin area and have access to a number of gauges operated by the LCRA. We have removed two gauges and added two new gauges since 2015 (no net change in our 78 total gauges). However, after the 2013 Halloween flood we spent a considerable amount of effort on both our gauges and with the USGS to improve the reliability and security of our gauges in large flood events.

One of the key elements of our original agreement with the LCRA was the incorporation of the City's rainfall and stream flow/stage gauge data into their Hydromet website (<https://hydromet.lcra.org/>). This partnership makes our data directly available to the public through an easy to use interface. The new agreement will extend this partnership and ensure that our data continues to be readily available to the public.

2) What is the process for determining gauge locations?

Rainfall Gauges – The FEWS group has placed rainfall gauges throughout the City in order to provide comprehensive data coverage for the City's watersheds. This data is used both directly for analysis and indirectly to calibrate NEXRAD radar rainfall data for the Austin area. We use this data both to drive our real-time and predictive flood warning models and to calibrate our floodplain models. In general, rainfall gauges are located and spaced so that they provide both good, local data for known problem areas and comprehensive coverage of the watersheds that feed our creeks. At an individual site level, the gauge is located either on City property or within public rights-of-way where the gauge will be minimally impacted by tree cover.

Stream Flow/Stage Gauges – The FEWS group's stream gages are located throughout the City in order to supplement information from the USGS and LCRA stream gauges. Smaller watersheds like Blunn Creek may only have one FEWS stream gauge while there may be several spaced out along the creeks in larger watersheds like Shoal Creek or Williamson Creek. The gauges are located so that they can provide information in the vicinity of known problem areas and to provide a more comprehensive picture of conditions within a watershed. This information is used in concert with our real-time and predictive flood warning models to predict flood risk at low water crossings, flood-prone neighborhoods, and other critical areas.