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**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

1. Acadian Ambulance Service, Inc. (Acadian) has held a non-emergency medical transfer franchise with the City since October 2007.
2. On December 7, 2017, Council approved Ordinance 20171207-063, granting a renewal of the franchise for a five-year term.
3. On February 6, 2018, the five-year term began.
4. On March 11, 2022, Council approved the FY2022 Austin-Travis County EMS (ATCEMS) Interlocal Agreement, which disbanded the ATCEMS Advisory Board disbanded, preventing delaying compliance with City Code Section 10-2-62 (*Review of Application, Public Hearing*), where the Section requires receiving a recommendation from ATCEMS Advisory Board for the renewal of the franchise for an additional five-year term.
5. On June 1, 2022, in accordance with the terms of the then-current franchise, the City received an application from Acadian requesting a renewal of the franchise for another five-year term. Acadian fully complied with the requirements for submitting the application and paid the required fee.
6. On February 6, 2023, the franchise under which Acadian operated for five years expired.
7. City Code Section 10-2-62 (*Review of Application, Public Hearing*) requires Council hold a public hearing and approve an ordinance on first reading granting a renewal of the non-emergency medical franchise for a five-year term.

- 38 8. Section 3 of Article XI of the City Charter (*Franchises and Public Utilities*)  
39 requires that an ordinance granting or renewing a franchise be read at three  
40 regular meetings of Council, and the final action cannot occur until at least 30  
41 days after the first reading of, and action on, the ordinance.  
42
- 43 9. Section 3 of Article XI of the City Charter (*Franchises and Public Utilities*)  
44 stipulates that no ordinance granting a franchise shall become effective until the  
45 expiration of 60 days following the date of Council's last action on the  
46 ordinance.  
47
- 48 10. Acadian transports approximately 700 patients each month. Acadian customers  
49 include nursing homes, assisted living facilities, and similar facilities that house  
50 elderly and disabled individuals. These customers rely on Acadian to transport  
51 residents who require basic life support systems when they are transported to  
52 doctors' appointments or to other locations in order to receive care. Acadian  
53 makes non-emergency transports for local hospitals, which rely on this service  
54 when discharging certain patients. Acadian customers include individual  
55 patients who require basic life support services when traveling to and from  
56 doctors' appointments for services such as kidney dialysis. ATCEMS depends  
57 on the Acadian to provide these services so that ATCEMS can commit all of its  
58 resources to providing emergency services to the population of Austin and  
59 Travis County.  
60
- 61 11. A public convenience will be served by granting Acadian a license agreement  
62 to operate a non-emergency medical transfer service upon the public streets of  
63 the City for a limited term until such time as the ordinance granting renewal of  
64 the franchise becomes effective.  
65

66 **PART 2. LICENSE AGREEMENT - AUTHORIZATION.** Council authorizes the  
67 City Manager to negotiate and execute a license agreement with Acadian that will grant  
68 Acadian the right to operate a non-emergency medical transfer service upon the public  
69 streets and other public rights-of-way of the City for a limited term.  
70

71 **PART 3. TERM OF LICENSE AGREEMENT.** The term of the license agreement  
72 shall begin on February 9, 2023, and end at midnight on August 9, 2023. Council directs  
73 that the license agreement include a provision to permit the City to terminate the license  
74 agreement for convenience if the ordinance granting the renewal of the franchise is not  
75 finally approved by Council.  
76

77 **PART 4. OBLIGATIONS AND RESPONSIBILITIES OF ACADIAN UNDER**  
78 **LICENSE AGREEMENT.** Council directs that the terms of the license agreement that

79 describe the obligations, responsibilities, and requirements of Acadian, especially but not  
80 limited to the requirement that Acadian indemnify and hold harmless the City, its  
81 officers, agents and employees from any and all claims or losses which may result from  
82 any negligent or intentional act or omission of Acadian, its agents, employees or  
83 representatives, be substantially similar to the franchise that expired on February 6, 2023.  
84

85 **PART 5.** For purposes of negotiating and executing the license agreement with  
86 Acadian for a limited term, Council waives all requirements related to granting a license  
87 agreement in Chapter 14-11 (*Use of Right of Way*) and the requirement that Acadian  
88 operate a non-emergency medical transfer service pursuant to a franchise under Section  
89 10-2-60 of Chapter 10-2 (*Medical Transfer Services*).  
90

91 **PART 6.** The provisions of this ordinance are severable. If any provision of this  
92 ordinance or its application to any person or circumstances is held invalid, the invalidity  
93 does not affect other provisions or applications of this ordinance.  
94

95 **PART 7.** Based on the recitals in Part 1 of this ordinance, Council finds that the  
96 February 6, 2023, termination of the franchise held by Acadian to operate a non-  
97 emergency medical transfer service constitutes an emergency. Because of this  
98 emergency, this ordinance takes effect immediately on its passage on February 9, 2023,  
99 for the immediate preservation of the public peace, health, and safety.  
100

101 **PASSED AND APPROVED**  
102

103 §  
104 §  
105 \_\_\_\_\_, 2023 § \_\_\_\_\_  
106 Kirk Watson  
107 Mayor  
108  
109

110 **APPROVED:** \_\_\_\_\_  
111 Anne L. Morgan  
112 City Attorney  
113

**ATTEST:** \_\_\_\_\_  
Myrna Rios  
City Clerk