

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1

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

1. American Medical Response of Texas, Inc. (AMR) has held a non-emergency medical transfer franchise with the City since 1996.
2. On April 26, 2018, Council approved Ordinance 20180426-009, granting a renewal of the franchise for a five-year term.
3. On June 26, 2018, the five-year term began.
4. On February 14, 2023, in accordance with the terms of the then-current franchise, the City received an application from AMR requesting a renewal of the franchise for another five-year term. AMR fully complied with the requirements for submitting the application and paid the required fee.
5. On June 26, 2023, the franchise under which AMR operated for five years will expire.
6. 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.
7. Section 3 of Article XI of the City Charter (*Franchises and Public Utilities*) requires that an ordinance granting or renewing a franchise be read at three regular meetings of Council, and the final action cannot occur until at least 30 days after the first reading of, and action on, the ordinance.
8. Section 3 of Article XI of the City Charter (*Franchises and Public Utilities*) stipulates that no ordinance granting a franchise shall become effective until the expiration of 60 days following the date of Council's last action on the ordinance.

- 32 9. AMR transports approximately 1,000 patients each month. AMR customers  
33 include nursing homes, assisted living facilities, and similar facilities that  
34 house elderly and disabled individuals. These customers rely on AMR to  
35 transport residents who require basic life support systems when they are  
36 transported to doctors' appointments or to other locations in order to receive  
37 care. AMR makes non-emergency transports for local hospitals, which rely  
38 on this service when discharging certain patients. AMR customers include  
39 individual patients who require basic life support services when traveling to  
40 and from doctors' appointments for services such as kidney dialysis.  
41 ATCEMS depends on the AMR to provide these services so that ATCEMS  
42 can commit all of its resources to providing emergency services to the  
43 population of Austin and Travis County.
- 44 10. A public convenience will be served by granting AMR a license agreement  
45 to operate a non-emergency medical transfer service upon the public streets  
46 of the City for a limited term until such time as the ordinance granting  
47 renewal of the franchise becomes effective.

48 **PART 2. LICENSE AGREEMENT - AUTHORIZATION.** Council authorizes the  
49 City Manager to negotiate and execute a license agreement with AMR that will grant  
50 AMR the right to operate a non-emergency medical transfer service upon the public  
51 streets and other public rights-of-way of the City for a limited term.

52 **PART 3. TERM OF LICENSE AGREEMENT.** The term of the license agreement  
53 shall begin on June 26, 2023, and end at midnight on December 26, 2023. Council directs  
54 that the license agreement includes a provision to permit the City to terminate the license  
55 agreement for convenience if the ordinance granting the renewal of the franchise is not  
56 finally approved by Council.

57 **PART 4. OBLIGATIONS AND RESPONSIBILITIES OF AMR UNDER**  
58 **LICENSE AGREEMENT.** Council directs that the terms of the license agreement that  
59 describe the obligations, responsibilities, and requirements of AMR, especially but not  
60 limited to the requirement that AMR indemnify and hold harmless the City, its officers,  
61 agents and employees from any and all claims or losses which may result from any  
62 negligent or intentional act or omission of AMR, its agents, employees or representatives,  
63 be substantially similar to the franchise that expires on June 26, 2023.

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

