

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

This agreement is entered into by the following parties: City of Austin ("City") and City of Pflugerville ("Pflugerville").

**AGREEMENT**

1. **Purpose of the Agreement.**

This agreement establishes the performance expectations for the City's EMS Commander assigned to City of Pflugerville.
2. **Scope of Work.**

City provides a Commander to oversee the Allegiance operations in Pflugerville, and provide reports and content to Pflugerville's City Manager on services being provided by Allegiance.
3. **Term of Agreement.**
  - 3.1. The term of this agreement begins on October 1, 2023, and ends on September 30, 2024.
  - 3.2. City has the option to extend this agreement for four additional one-year terms beginning on October 1 of each year unless earlier terminated.
4. **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 Pflugerville and incorporated into this agreement. It is acknowledged that no officer, agent, employee or representative of Pflugerville or City has any authority to change the provisions of this agreement or any attachments to it unless expressly granted that specific authority by City Council, as applicable.
5. **Invoicing and Payment Method for Pflugerville Agreement Fee.**
  - 5.1. **IRS Form W-9.**

Pflugerville provides City and City provides Pflugerville with an Internal Revenue Service (IRS) 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.
  - 5.2. **Billing Instruction.**

City submits a quarterly billing statement for the portion of the Total Agreement Fee due for the previous quarter as stated in Attachment C to City Manager, the first (1st) and fifteenth (15th) day of each calendar month following the end of the quarter. All billing statements must include the following information:

- 5.2.1. The quarter covered,
- 5.2.2. The portion of the Total Agreement Fee for the current term due for the previous quarter as stated in Attachment C, and
- 5.2.3. A copy of Attachment B as supporting documentation.

5.3. **Payments by Pflugerville.**

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

6. **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 the designee and the City Manager, or the designee and are subject to approval by City Council.

7. **Confidentiality.**

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.

8. **Records Retention.**

8.1. 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.

8.2. 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 Pflugerville.

9. **Notices.**

9.1. **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 City Manager 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 A.

9.2. **Address of Pflugerville.**

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

If by Mail

If by Personal Delivery

City Manager City of Pflugerville 100 E Main St, 2nd Fl, Ste 400 Pflugerville, TX 78660	City Manager City of Pflugerville 100 E Main St, 2nd Fl, Ste 400 Pflugerville, TX 78660
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9.3. 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
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With copies (certified or registered mail not required) to:

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
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

10. **Definitions.**

- 10.1. "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.
- 10.2. "City Manager" means the individual designated by the Pflugerville to perform the management and administrative duties of Pflugerville under this agreement.
- 10.3. "EMS Chief" means the City Director of Emergency Medical Services or designee.

- 10.4. "EMS Department" means City Emergency Medical Services Department.
- 10.5. "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.
- 10.6. "Fiscal Year" means the twelve-month period that begins October 1 and ends on the following September 30.
- 10.7. "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.
- 10.8. "Services" means emergency medical services that are provided by assigned Commander to Pflugerville.
- 10.9. "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.

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

12. **EFFECTIVE DATE:** This agreement is effective on October 1, 2023.

**City of Austin**

**City of Pflugerville**

By: \_\_\_\_\_

By: \_\_\_\_\_

Bruce Mills Brown  
Interim Assistant City Manager

NAME  
Assistant City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dat

**ATTACHMENT A**  
**FEES PAYABLE**

The Quarterly Agreement Fee identified below is the total quarterly fee payable by Pflugerville to City for the services under this agreement.

Negotiated annual fee payable by Pflugerville in FY 2024 is \$75,000.00.

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

- Full-time Commander for a fee of \$75,000.00.
- City shall provide a Commander to oversee Allegiance operations in Pflugerville, provide reports to Pflugerville's City Manager and audit Allegiance calls as necessary.

The Quarterly Agreement Fee for FY2024 is \$18,750.00 equaling one-fourth (1/4) of the negotiated annual fee payable by Pflugerville to City for the services.

City and Pflugerville acknowledge that the Total Agreement Fee for this agreement is likely to be negotiated annually for each successive option that may be exercised.