

**DISPATCH AGREEMENT  
BETWEEN TRAVIS COUNTY FIRST RESPONDER ORGANIZATION  
EMERGENCY SERVICE DISTRICT 2 (ESD 2)  
AND THE CITY OF AUSTIN**

**STATE OF TEXAS**

**COUNTY OF TRAVIS**

This Dispatch Agreement ("Agreement") is entered into between the City of Austin ("City"), a home rule municipal corporation, and Travis County Emergency Service District 2 ("ESD 2"), also known as a First Responder Organization (FRO) located in Travis County, Texas, hereinafter collectively referred to as the "parties" or "party", to provide services and to perform functions that are mutually beneficial to the contracting parties and the residents or guests of their respective jurisdictions.

**A. Authority**

Authority for entering into this Agreement is found in the Inter-local Cooperation Act, Texas Government Code Chapter 791. Each party's monetary obligations, if any, are for the performance of governmental functions or services and are payable only from the current revenues appropriated and available for the performance of those functions or services.

**B. Purpose**

The purpose of this Agreement is to permit the City, acting by and through the Emergency Medical Services Department (EMS), to dispatch an ambulance for the delivery of patient care.

**C. Responsibilities**

1. The City agrees to provide dispatch services to ESD 2 per existing Medical Priority Dispatch protocols that are already in place and used throughout the EMS System.
2. The City agrees to provide dispatch services for one (1) ambulance owned and operated by ESD 2 through existing methods used within the EMS Department's Combined Transportation and Emergency Communications Center (CTECC).
3. The City agrees to maintain the Computer Aided Dispatch (CAD) system files and configurations settings during upgrades and maintenance periods.
4. The ESD 2 ambulance will only be dispatched to calls within ESD and to only those calls in which they are the closest ambulance per CAD.

## **D. Dispatch Guidelines**

### **1. Policy and Procedures**

ESD 2 shall adopt or create internal policies and procedures regarding response of the unit and operational readiness. (Specifically OP-02.01.00 Incident Assignment, OP-02.02.01 Responding, OP-02.03.01 Staging, OP-02.04.00 Arriving at Scene, OP-02.05.00 Transporting, OP-02.07.01 At Facility, OP-02.08.00 Multi Destination Transport, OP-02.13.01 Forcible Entry)

### **2. Out of Service**

ESD 2 shall adopt of create policies and procedures regarding placing the unit out of service (Specifically OP-04.07.01 Availability at EMSG During Repairs)

### **3. Radio Operations**

ESD 2 shall adopt of create policies and procedures regarding radio operations and Emergency ID activations (Specifically OP-06.12.00 Emergency ID Activation)

### **4. Payment for Dispatch Services.**

ESD 2 shall pay \$20,000.00 annually to the City no later than thirty (30) calendar days after inter-local is signed and if renewed each year unless otherwise renegotiated.

Payment is deemed made on the date postmarked. ESD 2 shall send payment to:

Austin – Travis County EMS  
P.O. Box 1088  
Austin, Texas 78767

## **E. Terms & Conditions**

1. The term of this Agreement is from October 1, 2016, to September 31, 2017. The Agreement will automatically renew annually for up to five (5) additional terms unless terminated as outlined below.
2. It is expressly understood and agreed that by entering into this Agreement, the parties do not waive, nor shall be deemed to have waived, any immunity or defense that would otherwise be available to a party against third-party claims arising from activities performed under this Agreement.
3. The parties agree to comply with all applicable state, local and federal laws and regulations in providing services under this Agreement. The parties agree to cooperate in executing such further or subsidiary agreements as may be required.
4. This Agreement supersedes any previous dispatch agreement between the parties for dispatching an ambulance owned by ESD #2 for the delivery of patient care. Any statement or understanding not included in this Agreement shall be of no force or effect until executed as an amendment to this Agreement.
5. Should a party fail to comply with the terms and conditions of this Agreement or Dispatch Guidelines, as amended from time-to-time, after ten (10) days written notice to the defaulting party, that party's participation in this Agreement will immediately be terminated, except any financial obligations incurred by ESD 2 hereunder prior to termination are not terminated and must be satisfied as described in section D.5, above.
6. A party may terminate its participation in this Agreement, with or without cause, upon not less than 30 days written notice to the other party. Should a party terminate its participation in this Agreement, that party's legal responsibilities and obligations under this Agreement cease 31 days after that party sends its notification of termination to the other party, except the terminating party is responsible for any financial obligations it incurred hereunder prior to termination. Notice shall be provided by certified mail, return receipt requested, at the following addresses:

**CITY**

<b>City</b>	<b>Mailing Address</b>
City of Austin – Emergency Medical Services Department	15 Waller St. Austin, Texas 78702

**Travis County FRO Addresses**

<b>FRO</b>	<b>Mailing Address</b>
ESD #2	203 E. Pecan St. Pflugerville, TX 78660

**CITY OF AUSTIN**

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

Date: \_\_\_\_\_

\_\_\_\_\_

Name of Signor

\_\_\_\_\_

Title of Signor

**TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 2**

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

Date: \_\_\_\_\_

\_\_\_\_\_

Name of Signor

\_\_\_\_\_

Title of Signor