

**CITY OF EL PASO, TEXAS**  
**AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** Fire

**AGENDA DATE:** Introduction – April 23, 2013 Public Hearing – April 30, 2013

**CONTACT PERSON/PHONE:** Samuel Pena – 485-5600

**DISTRICT(S) AFFECTED:** All districts

**SUBJECT:**

**APPROVE** a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

That the Mayor be authorized to sign an Ordinance granting of a Franchise for Elite Medical Transport, to operate a Non-Emergency Ambulance Transfer Service.

**BACKGROUND / DISCUSSION:**

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

A non-exclusive franchise to operate a non-emergency transfer service within the City of El Paso. El Paso Fire Department only provides emergency services. it does not provide non-emergency transfer services. This franchise is a two year term.

**PRIOR COUNCIL ACTION:**

Has the Council previously considered this item or a closely related one?

Yes. A franchise extension was granted to Elite Medical Transport on May 8, 2013, under Ordinance Number 017782.

**AMOUNT AND SOURCE OF FUNDING:**

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

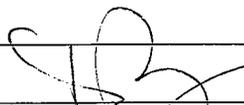
**BOARD / COMMISSION ACTION:**

Enter appropriate comments or N/A

N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**LEGAL:** (if required) \_\_\_\_\_ **FINANCE:** (if required) \_\_\_\_\_

**DEPARTMENT HEAD:** \_\_\_\_\_  
(Example:  if RCA is initiated by Purchasing, client department should sign also)  
*Information copy to appropriate Deputy City Manager*

**APPROVED FOR AGENDA:** \_\_\_\_\_

**CITY MANAGER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING A FRANCHISE EXTENSION AND MODIFICATION  
FOR ELITE MEDICAL TRANSPORT TO OPERATE A NON-EMERGENCY  
AMBULANCE TRANSFER SERVICE**

**WHEREAS**, the City of El Paso, Texas is empowered to grant franchises for the use of its streets, alleys, and public rights-of-way under the City Charter and the City's general police powers; and

**WHEREAS**, ELITE MEDICAL TRANSPORT OF TEXAS, LLC DBA ELITE MEDICAL TRANSPORT ("GRANTEE") has been providing non-emergency ambulance transfer services under a franchise renewal granted by the City Council through Ordinance No. 017782 on May 1, 2012, and before that through Ordinance No. 017552 on May 10, 2011, and Ordinance No. 017260 on December 22, 2009, extending the franchise granted to Grantee by City Council on October 27, 2009 under Ordinance No. 017224 and through Ordinance No. 016769 on November 6, 2007; and

**WHEREAS**, Article I, Section E.1 of Ordinance No. 017782 dated May 1, 2012, allows for an extension of the non-emergency ambulance transfer service franchise, provided Grantee give to the City a written request to extend the franchise no later than three (3) months prior to the expiration date of this franchise whether it be during the initial term or any renewal period; and

**WHEREAS**, Grantee provided said written request in a timely fashion; and

**WHEREAS**, Article I, Section E.4 of Ordinance No. 017552 dated May 10, 2011, allows the City to require that the terms, conditions and provisions of the franchise be modified upon Grantee's request for renewal, and the City wishes to modify the terms, conditions and provisions of the franchise so as to clarify certain existing provisions; and

**WHEREAS**, on evidence received, City Council finds that public convenience and necessity justify granting a franchise extension to GRANTEE to operate a non-emergency ambulance transfer service in the City of El Paso, Texas.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS, THAT:**

1. Finding that public convenience and necessity justify renewal of this franchise, a renewal of the non-exclusive franchise, subject to the Grantee's compliance with the requirements and limitations set forth in Ordinance No. 017782 dated May 1, 2012 extending and amending Ordinance No. 017552 dated May 10, 2011, and by local, state and federal laws, is hereby granted to ELITE MEDICAL TRANSPORT OF TEXAS DBA ELITE MEDICAL TRANSPORT, Grantee, to operate a non-emergency transfer

ambulance service within the City and upon the public streets, rights-of-way and alleys of the City of El Paso, and all of the terms of Ordinance No. 017782 and Ordinance No. 017552, except for those specifically altered in the following paragraphs of this renewal, are extended for two years commencing at 12:01 a.m., May 1, 2013 (the "Effective Date"), regardless of the date upon which the ordinance granting the franchise is adopted.

2. Article I, Section C: The entire paragraph shall be replaced as follows: "Term and Effective Date. Regardless of the date upon which the ordinance granting the franchise is adopted, the term of this franchise shall be for two (2) years commencing on 12:01 a.m., May 1, 2013 (the "Effective Date"), with the possibility to renew the franchise as set forth below."
3. Article I, Section E.1: The entire paragraph shall be replaced as follows: "Renewal Procedure. If the Grantee wishes that the City renew this franchise, Grantee shall submit a request in writing to the City Clerk's Office, P.O. Box 1890, El Paso, Texas 79950-1890, by at least three (3) months prior to the expiration date of this franchise, whether it be during the initial term or any renewal period. The City shall consider Grantee's written request and shall determine whether public convenience and necessity justify renewal of this franchise, including during any renewal period."
4. Article I, Section G.2-G.9: The entirety of Article I, Section G.2-G.9 shall be replaced as follows:

"G.2 Contractor shall be required to obtain and maintain in effect throughout the term of the Agreement a public liability insurance policy which meets the requirements set forth in this Agreement. This policy shall be for the protection of any person, whether a passenger or patient in Contractor's ambulance or not, whether injured or killed by the negligence of Contractor or its agent or employee and shall not contain a passenger liability exclusion.

2.1 Contractor shall obtain and maintain in effect throughout the term of this Agreement public liability insurance in an amount of not less than \$1,000,000. Contractor shall immediately advise the Fire Chief of any claim or litigation which affects Contractor's insurance coverage.

2.2 Contractor shall maintain comprehensive general and automobile liability coverage with limits no less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate. Contractor shall maintain medical professional liability coverage with limits no less than three million dollars (\$3,000,000) per occurrence and five million dollars (\$5,000,000) annual aggregate and workers' compensation insurance in the statutory required amounts. These amounts are not a limitation upon the Contractor's agreement to indemnify and hold the City harmless. Contractor shall immediately advise the Fire Chief of any claim or litigation which affects Contractor's insurance.

2.3 The policy of public liability insurance shall be written by an insurance company with an A rating, authorized to do business in the State of Texas.

2.4 The policy of public liability insurance shall provide that it cannot be suspended, revoked, canceled or reduced in coverage without sixty (60) days written notice to the City.

2.5 The policy shall provide that the insurer will defend against all claims and lawsuits which arise and will pay any final judgment of a court of competent jurisdiction against the City, its officers, agents, servants or employees and Contractor, his officers, agents, servants or employees. The policy shall name the City of El Paso, its officers, agents, servants and employees as additional insured to the full amount of the policy limits.

2.6 Contractor shall not operate its service during any period for which: 1) its insurance lapses for any reason; 2) its insurance is suspected, revoked or canceled; or 3) the amount of effective coverage of its insurance has been reduced below the minimum coverage amounts required by this Agreement. Failure to keep the policy in full force and effect throughout the term of the special privilege shall be grounds for termination of the Agreement.

2.7 Contractor shall forward to the Fire Chief a copy of each certificate of insurance issued within fifteen (15) days after the execution of this Agreement and as such policy or policies are modified, renewed, suspended or canceled.

2.8 Certificates of insurance that state that the insurer shall endeavor to give notice and/or that there shall be no liability for the failure to give the notice required herein shall not meet the requirements of this section.”

5. Article I, Section Q: This section shall be replaced as follows:

“Q. Notice

Wherever any notice is required or permitted hereunder such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, Certified Mail, Return Receipt requested, addressed to the individuals named herein and to whom copies or notice are required to be provided at the respective addresses as follows (except that the renewal notice described in Article I, Section E.1, need not be sent via certified mail, return receipt requested):

City of El Paso  
Attn: City Manager  
PO Box 1890  
El Paso, Texas 79950-1890

and

Fire Chief  
Fire Department  
4165 N. Stanton, Ste. 200  
El Paso, Texas 79901

and

ELITE MEDICAL TRANSPORT  
Attn: Lee King, COO  
1000 Texas  
El Paso, Texas 79901

or to such other addresses as the City or Grantee may designate to each other in writing via certified, postage pre-paid, first class mail. It shall be the duty of the Grantee to provide the City with Grantee's most current mailing and business addresses no less than ten (10) business days prior to any change of same."

6. Article I, Section R.5: The following paragraph shall be added to Article I, Section R: "Annual Review. The City shall conduct a compliance review regarding all aspects of this franchise ninety (90) days prior to the end of each twelve month period. Should the City determine that compliance is not being met, the City shall proceed under the provisions of Art. I, Sec. R.3 of this franchise."
7. Article II, Section J.3(c): The following paragraph shall be replaced as follows:  
  
"c. Visual inspection of the vehicle(s) for the purpose of determining full operation of the following motor vehicle equipment:  
  
(1) headlights, tail-lights, back-up lights, ambulance body clearance lights (if appropriate), brake lights and license plate lights; and  
(2) appropriate emergency lights and sirens."
8. Article II, Section J.5: The second sentence shall be replaced with the following: "The sticker's expiration date shall not be deemed to impair or limit the City's ability to conduct field inspections or perform any other function under the terms of this franchise."

9. Article II, Section J.9: The following new paragraph shall be added as Article II, Section J.9: "Specialty Ambulance". The City, upon verification of the licensing of a vehicle as a specialty ambulance by the Texas Department of State Health Services, shall issue a sticker, as described in Article II, Section J.5, for any such vehicle.
10. Exhibit A: The rates referenced in Article III, Section B.1 and explicitly expressed in Exhibit A to Ordinance No. 017552 dated May 10, 2011 shall be replaced in its entirety as follows:

**EXHIBIT A**  
Elite Medical Transport of Texas, LLC  
Public Rates

BLS Non-Emergent	\$350.00
BLS Emergent	\$400.00
ALS Non-Emergent	\$450.00
ALS Emergent (I)	\$650.00
ALS Emergent (II)	\$750.00
SCT Specialty Care Transport	\$1375.00
Mileage Rate	\$12.00
Stand-by Rate	\$105 first hour, \$95.00 each additional hour

\*Discount consideration may be given to the following:

1. Patients
  2. Facilities
  3. Payors
  4. Vendors
11. Except as herein amended, Ordinance No. 017782 dated May 1, 2012, and Ordinance No. 017552 dated May 10, 2011, shall remain in full force and effect.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE CITY OF EL PASO

\_\_\_\_\_  
John Cook  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Josette Flores  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Samuel Peña  
Fire Chief

(ACCEPTANCES AND ACKNOWLEDGMENT ON THE FOLLOWING PAGE)

ACCEPTANCE AND ACKNOWLEDGMENT

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this April 10 day of April, 2013.

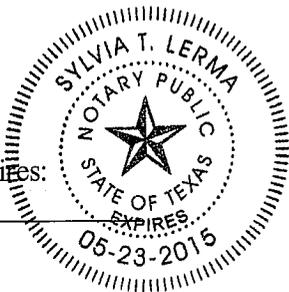
ELITE MEDICAL TRANSPORT OF TEXAS, LLC DBA ELITE MEDICAL TRANSPORT

By: [Signature]
Printed Name: Ronald Lee King
Title: COO

ACKNOWLEDGEMENT

THE STATE OF TEXAS )
COUNTY OF EL PASO )

This instrument was acknowledged before me on this 10th day of April, 2013, by Ronald Lee King, as El Paso Fire Department, on behalf of ELITE MEDICAL TRANSPORT OF TEXAS, LLC DBA ELITE MEDICAL TRANSPORT.



My Commission Expires: 05/23/2015

[Signature]
Notary Public, State of Texas
Notary's Printed or Typed Name: Sylvia T. Lerma

RECEIVED FOR FILING THIS 10th DAY OF April, 2013.

Richarda Duffy Momsen, City Clerk