



## Travis County Commissioners Court Agenda Request

**Meeting Date:** August 27, 2013

**Prepared By/Phone Number:** Scott Wilson/854-1182

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve Interlocal Agreement No. 4400001589, Southwest Texas Regional Advisory Council ("STRAC"), for the FireRMS Project for Travis County Emergency Services/Star Flight.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

The FireRMS project will provide software that will function as an enterprise record management and central repository system for the public safety agencies (medical first responders, firefighters, hazmat responders) and interfaces with the Fire Marshal's Office, EMS, AFD, STAR Flight and the office of the Medical Director. This project will also provide an electronic patient care reporting solution, designed specifically for the unique needs of fire departments and other public safety organizations. This system will allow agencies to participate in a unified data system that captures incident and patient data, supports performance improvement and assist with strategic planning, while streamlining day to day scheduling, inventory equipment management and reporting, which will increase overall efficiency and capability of the public safety system.

- **Contract-Related Information:**

Award Amount: \$311,200 (year one includes a one-time license fee of \$62,000 and a yearly on-going cost of \$249,200)

Contract Type: Interlocal

Contract Period: August 27, 2013 through August 26, 2014  
(automatically renews for five (5) consecutive years)

➤ **Funding Information:**

- SAP Shopping Cart #:
- Funding Account(s): 300000680
- Comments:




Travis County  
**STAR Flight**



7800 Old Manor Road  
Austin, TX 78724  
[www.starflightrescue.org](http://www.starflightrescue.org)

Dispatch 1-800-531-STAR  
Administration (512) 854-6464  
Fax (512) 854-6466

**To:** Travis County Commissioners Court

**Through:** Danny Hobby, County Executive, Emergency Services 

**From:** Casey Ping, *STAR Flight* Program Director

**Date:** August 14, 2013

**Subject:** STRAC FireRMS Project/Interlocal Cooperation Agreement

This memorandum is to request approval of a "STRAC FireRMS Project Interlocal Cooperation Agreement" between Southwest Texas Regional Advisory Council ("STRAC") and Travis County for the purpose of establishing a cooperative and mutually beneficial relationship between the parties as they relate to the utilization of the FireRMS Project for public safety agencies in Travis County. See attached Agreement.

During the FY13 budget process Emergency Services requested \$250,000 to fund and implement a data entry and central repository system for public safety agencies (medical first responders, firefighters, hazmat responders, and interfaces with the Fire Marshal's Office, EMS, AFD, *STAR Flight*, and the Office of the Medical Director). This system would allow agencies to participate in a unified data system that captures incident and patient data, supports performance improvement and assist with strategic planning. A unified data system will be the foundation on which we can evaluate and improve performance and make efficient and effective strategic decisions. A Quality Improvement program can only be successful when such a system in place.

Emergency Services has been working with the Emergency Services Districts (ESDs) and Travis County staff to identify a cost effective data collection system. As a result, the best path for everyone was to develop an interlocal cooperation agreement with the Southwest Texas Regional Advisory Council (STRAC), located in San Antonio, Texas. STRAC has been providing hosted medical data systems for regional EMS and Hospital agencies since 2002. The STRAC region includes urban, rural and frontier EMS and Hospitals agencies from San Antonio to Del Rio. This system has significant advantageous over other systems including;

- **Capability:** STRAC had selected Zoll's TabletPCR and FireRMS systems. Both systems are used globally and are well recognized for their robust capturing of medical/fire data.
- **Reduced cost:** Cost is spread over all the participants and includes training, system maintenance and upgrades.
- **Timeline:** The STRAC system is immediately deployable using the ESD technology.
- **Access/Security:** Web based access allows all participants to access the system. This would be a major hurdle in a Travis County hosted solution.
- **Data:** STRAC has over one million patient records in their system. As a result of EMS/Hospital integration, number and type of agencies and number of patient records STRAC is regularly requested to participate in research projects
- **Multiple Agencies:** With multiple participating agencies it allows opportunities for comparative analysis. See attached listing of participating agencies.
- **STAR Flight:** The *STAR Flight* Program has been using this system since 2004.
- **Austin-Travis County EMS:** While not a member of the STRAC system, ATCEMS utilizes the same electronic charting system.



Travis County  
**STAR Flight**



7800 Old Manor Road  
Austin, TX 78724  
[www.starflightrescue.org](http://www.starflightrescue.org)

Dispatch 1-800-531-STAR  
Administration (512) 854-6464  
Fax (512) 854-6466

- **Office of the Medical Director:** Has web access to ESD medical records.
- **Hospitals:** Hospital staff can access first responder medical care records.

The data system allows all ESD's, the Fire Marshal's Office and **STAR Flight** access to a system that would otherwise be beyond the reach with the available dollars.

Regarding implementation steps, the project would phase in ESD's (see attached deployment sequence and estimated annual software cost) as appropriate, along with moving their current software monies over to Travis County, through an amendment to our EMS Agreements with them. Annual Travis County ESD pricing by district is attached that total \$249,200, along with one-time license costs of \$62,000. A total first year cost is \$311,200. There is funding available within Emergency Services to cover these costs. See below:

Cost Center	1590080001	\$249,200.00	(FireRMS on-going costs)
Cost Center	1590088001	<u>62,000.00</u>	(FireRMS one-time licensing costs)
		\$311,200.00	

In conclusion, moving into a data entry and central repository system sets in place a major foundation piece in the establishment of an operational and performance driven unified fire system.

Thank you for your consideration in this matter.

Cc: Cyd Grimes, C.P.M., Purchasing Agent  
Barbara Wilson, County Attorney's Office  
Scott Wilson, Purchasing Office  
William Derryberry, PBO  
Kapp Schwebke, Auditor's Office  
Toby Fariss, Emergency Services



Travis County  
**STAR Flight**



7800 Old Manor Road  
Austin, TX 78724  
[www.starflightrescue.org](http://www.starflightrescue.org)

Dispatch 1-800-531-STAR  
Administration (512) 854-6464  
Fax (512) 854-6466

**San Antonio Regional Advisory Council (STRAC) Participating Agencies**

**TabletPCR**

**FireRMS:**

Alamo Heights FD/EMS  
Bandera County EMS  
Bracken Fire Rescue  
Bulverde/Spring Branch EMS  
Community EMS  
Converse EMS  
Crystal City EMS  
Dimmit County EMS  
Eagle Creek Volunteer Ambulance  
Edwards County EMS  
EMS of Nueces Canyon  
Fredericksburg EMS  
Frio Canyon EMS  
Helotes Fire Department  
Kerrville Fire/EMS  
Live Oak Fire Department  
San Antonio AirLife  
San Antonio FD/EMS  
Schertz EMS  
Shavano Park FD/EMS  
Travis County **STAR Flight**  
Stockdale EMS  
Utopia Volunteer EMS  
Uvalde EMS  
Val Verde County EMS  
Wimberley EMS

Eagle Creek VFD  
Bexar/Bulverde Fire Dept.  
Bexar County District 7 Fire/Rescue

**Future deployments include:**

Universal City FD (First Responder Organization)  
Schertz Fire/Rescue (First Responder Organization)  
Cibolo FD (First Responder Organization)

Bulverde/Spring Branch Fire Department



STRAC Clinical Informatics response to Travis County ESDs (County) for a Firm Fixed Price for a services contract (Platform as a service) with unlimited record entry into both FireRMS and TabletPCR databases respectively. FFP includes all necessary software licensing, server hosting, offsite back-up services, maintenance and any software upgrades within the service year. Service year is 1 Sept-31 August unless otherwise specified.  
 FFP does not include APEX drawing tools quote at this time. APEX will be quoted separately after requirements are developed by Travis County.

OPTION 2

1-Mar-13

Travis Co ESD Pricing (Summary)								
# of Depts	Dept	FireRMS	APEX Drawing	TabletPCR	One Time license fee	Vinelight for FireRMS*	Vinelight for TabletPCR*	Total Cost
31	All Travis Co Depts	\$ 155,000.00	\$ -	\$ 93,000.00	\$ 62,000.00	\$ 600.00	\$ 600.00	\$ 311,200

Assumes initial TabletPCR license purchase at \$2,000/Station in year 1. Subsequent years are decreased by \$80,000

Travis Co ESD Pricing (Dept Detail)

Truck Barns	Staffed Stations	Department	FireRMS	APEX Drawing	TabletPCR	One Time license fee	Vinelight for FireRMS*	Vinelight for TabletPCR*	FD specific cost
	4	Pflugerville FD	\$ 20,000.00		\$ 12,000	\$ 8,000	-	-	\$ 40,000
	1	Volente	\$ 5,000.00		\$ 3,000	\$ 2,000	-	-	\$ 10,000
	3	North Lake Travis	\$ 15,000.00		\$ 9,000	\$ 6,000	-	-	\$ 30,000
	2	Oak Hill	\$ 10,000.00		\$ 6,000	\$ 4,000	-	-	\$ 20,000
	3	Travis Co FC	\$ 15,000.00		\$ 9,000	\$ 6,000	-	-	\$ 30,000
	3	Manhaca	\$ 15,000.00		\$ 9,000	\$ 6,000	-	-	\$ 30,000
	2	Pedernales	\$ 10,000.00		\$ 6,000	\$ 4,000	-	-	\$ 20,000
	2	Westlake	\$ 10,000.00		\$ 6,000	\$ 4,000	-	-	\$ 20,000
	1	CE-Bar	\$ 5,000.00		\$ 3,000	\$ 2,000	-	-	\$ 10,000
	3	Travis Co FR	\$ 15,000.00		\$ 9,000	\$ 6,000	-	-	\$ 30,000
	1	Manor	\$ 5,000.00		\$ 3,000	\$ 2,000	-	-	\$ 10,000
	5	Lake Travis Fire/Rescue	\$ 25,000.00		\$ 15,000	\$ 10,000	-	-	\$ 50,000
	1	StarFlight/OMG/FMD	\$ 5,000.00		\$ - 3,000	\$ 2,000	\$ 600	\$ - 600	\$ 11,200
8	31		\$ 185,000.00		\$ 93,000	\$ 62,000	\$ 600	\$ 600	\$ 311,200

One-time license costs: \$ 62,000  
 Yearly on-going costs: \$ 249,200

\* Assumes 1 Vinelight package per department (\$100/Station), plus one User acct (\$500/user)

## **STRAC FireRMS PROJECT INTERLOCAL COOPERATION AGREEMENT**

This FireRMS PROJECT AGREEMENT (“Agreement”), is entered into by the following parties: the Southwest Texas Regional Advisory Council (“STRAC”), a Texas non-profit corporation created by Texas law and regulations, and Travis County, Texas (“County”), a political subdivision of the State of Texas.

### Recitals

It is the purpose of this Agreement to establish a cooperative and mutually beneficial relationship between the parties and to set forth the relative responsibilities of the parties as they relate to the utilization of the FireRMS Project (“FireRMS”).

STRAC is the Regional EMS/Trauma Advisory Council designated by the Texas Department of State Health Services (“DSHS”) in the STRAC region (Trauma Service Area – P, TSA-P), and has the licensing authority from ZOLL Medical Corporation (ZOLL) for Capitol Area Trauma Region (Trauma Service Area – O, TSA-O).

STRAC is designated by DSHS to design, implement and maintain the Regional EMS/Trauma, Disaster and Emergency Healthcare System for Trauma Service Area – P (TSA-P) and will provide overall coordination and management to the FireRMS project and as such has an interest to provide cost effective software solutions to member agencies.

STRAC is providing the FireRMS solution to eligible EMS member agencies, Fire Departments and other public safety agencies in a co-operative fashion, leveraging economies of scale by having multiple public safety member agencies subscribe through STRAC’s group pricing with ZOLL for the FireRMS system.

County has an interest in and need to have a fire department specific record management system to increase capability and performance for the County and the population it serves.

### Agreement

Accordingly, both County and STRAC agree as follows:

#### I. LEGAL AUTHORITY

STRAC represents and warrants that:

1. STRAC is a Texas non-profit corporation organized to provide one or more governmental functions and services described in Texas Administrative Code Title 25, Part 1, Chapter 157.
2. STRAC possesses adequate legal authority to enter into this Agreement.
3. The governing body of STRAC believes that this Agreement is beneficial to the public.
4. STRAC has valid and enforceable licenses and all other necessary legal authority to grant County a sublicense to use the ZOLL RescueNet FireRMS Suite software to be provided under this Agreement and to authorize County to further sublicense the ZOLL RescueNet FireRMS Suite software and its intellectual property components to the Emergency Services Districts in Travis County that are licensed through the Texas DSHS or the Texas Commission on Fire Protection.

✓ The County represents and warrants that:  
✓

1. The County possesses adequate legal authority to enter into this Agreement.
2. The County in paying for the performance by STRAC of governmental functions pursuant to the Agreement shall make payments only from current revenues legally available to the County.
3. The governing body of the County believes that this Agreement is beneficial to the public and that the County has the legal authority to provide the governmental function which is the subject of this Agreement.
4. The County is an active member in good standing and is licensed through the Texas DSHS.

## II. STATEMENT OF SERVICES TO BE PERFORMED:

STRAC shall provide services as set forth in the attached "Schedule (A), FireRMS Project", including RescueNet FireRMS, RescueNet FireRMS Mobile, RescueNet ePCR, with the option for County to subscribe to additional software services for VineLight Fire Intelligence reporting software, and APEX fire pre-plan drawing tools software.

Services listed in Schedule (A) provided by STRAC under this Agreement or assigned to the County as FireRMS Project-specific services are provided to the County by STRAC at the rates in Schedule (B), FireRMS Project Pricing. The County is responsible for all costs associated with implementing and operating the FireRMS Project as provided for in the attached Schedules, including all costs of wireless data, GPS and hardware equipment and any utility services required to enable the FireRMS Project to function correctly.

Schedules (A) and (B) are incorporated in this Agreement for all purposes.

## III. TERM OF AGREEMENT:

This Agreement is effective as of the 27th day of August, 2013 ("Effective Date.") The initial term of this Agreement continues for one (1) year from the Effective Date ("Term"). At the end of the Term, this Agreement automatically renews on the anniversary of the Effective Date for five (5) consecutive years, unless earlier terminated by the parties in accordance with paragraph IV. The maximum duration of this contract is six (6) years.

## IV. TERMINATION AND DISPUTE RESOLUTION:

This Agreement may be terminated by either the County or STRAC if either party in its sole discretion requests termination in writing to the other party, with 60 days prior notice.

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation is not a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

The Travis County Purchasing Agent ("Purchasing Agent") acts as the County representative in the administration of disputes under this Agreement. Any document not issued by or to the Purchasing Agent, or other authorized County person, in relation to disputes is void unless otherwise stated in this Agreement. If STRAC does not agree with any document issued by the



Purchasing Agent, or other authorized County person, STRAC must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document outlining the exact point of disagreement in detail. If the matter is not resolved to the STRAC's satisfaction, STRAC may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. STRAC then has the right to be heard by Travis County Commissioners Court ("Commissioners Court").

## V. VENUE

This Agreement and all of the transactions described herein shall be governed by and construed in accordance with the laws of the State of Texas. All obligations under this Agreement are performable in Travis County, Texas.

## VI. GENERAL PROVISIONS:

1. This Agreement is entered into by the duly authorized officials of each respective party.
2. Any notice required pursuant to this Agreement must be in writing and is properly given if hand delivered, or sent by certified or registered mail, or overnight courier service, to the parties either at the address below for or at such other address as the parties from time to time specify by written notice pursuant to this Section. Any such notice is considered delivered on the date of delivery if hand delivered, or upon confirmation if sent by certified or registered mail or an overnight courier service.

### If to STRAC:

STRAC  
Attention: Executive Director  
7500 Highway 90 West  
AT&T Building, Suite 200  
San Antonio, Texas 78227

### If to County:

Travis County, Texas  
Attention: Cyd V. Grimes, C. P. M., CPPO, Purchasing Agent  
P. O. Box 1748  
Austin, Texas 78767-1748

3. To the extent authorized by the laws of the State of Texas, STRAC and the County are not liable for any lost profits, special, incidental, consequential, or punitive damages, for breach of any express or implied warranties or otherwise. STRAC and the County do not warrant, expressly or impliedly, and does not represent that the software or services provided under this Agreement are without defect, interruption, or suited for particular purposes or uses.
4. During the term of this Agreement and any extensions of it, the County, to the extent permitted by law, assumes liability arising from the use, employment, deployment, redeployment, and reconstitution of the FireRMS Project and supporting equipment by County in accordance with the provisions of law and regulations which govern its activities. In addition, during the term of this Agreement and any extensions of it, the County, to the extent permitted by law, and as between the County and STRAC, assumes all liability arising from the use, employment, deployment, redeployment, and reconstitution of the FireRMS Project and supporting equipment and services in connection with subleases, assignments or other contracts by the County with third parties, by which such third parties obtained access

to the technology and services provided under this Agreement, all in accordance with the provisions of law and regulations which govern the County's activities. This assumption of liability does not apply to claims of infringement of intellectual property rights for actions that are not in breach of this Agreement.

5. If any provision of this Agreement is held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if that invalid, illegal or unenforceable provision had never been included in this Agreement. In computing any period of time pursuant to this Agreement, the first day is excluded and the last day included except that if the last day falls on a Saturday, Sunday, or a day Travis County has declared a holiday for its employees, these days shall be omitted. All hours stated in this Agreement are stated in Central Time as recognized in Austin, Texas. Words of any gender in this Agreement shall be construed to include any other genders and words in singular shall be construed to include plural and vice versa unless the context in the Agreement clearly requires otherwise. Headings and titles at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in interpreting this Agreement.
6. Both parties understand that each will fulfill its responsibilities under this Agreement in accordance with the provisions of law and regulations which govern their activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this Agreement consistent with such party's statutory and regulatory mandates or authority, the affected party shall immediately provide written notice to the other to establish a date for mutual resolution of the conflict. Resolution may include forfeiture of the use and return to STRAC of those assets described in the Schedule (A).
7. Assignment. The parties to this Agreement shall not assign any of the rights or obligation under this Agreement without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Agreement unless that specific authority is expressly granted by Commissioners Court. The terms, provisions, covenants, obligations and conditions of this Agreement are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Agreement if the assignment or transfer is made in compliance with the provisions of this Agreement. Without the prior written approval or the prior written waiver of this right of approval from County, STRAC shall not enter into any subcontracts for any service or activity relating to the performance of this Agreement other than the contract with ZOLL. STRAC acknowledges that no officer, agent, employee or representative of County has the authority to grant such approval or waiver unless expressly granted that specific authority by the Commissioners Court.
8. If a change of name is required, the Purchasing Agent shall be notified immediately. No change in the obligation of or to STRAC will be recognized until it is approved by Commissioners Court.
9. This Agreement constitutes the entire agreement of the parties with respect to the subject matter of it, and supersedes any prior understanding or written or oral agreements between the parties with respect to the subject matter of this Agreement.
10. No amendment, modification, or alteration of the terms of the Agreement is binding on either party unless the same is in writing, is dated subsequent to the date of this Agreement, and is duly executed by the party against whom enforcement is sought except that the Purchasing Agent may, with consent of STRAC, at any time, by written document, make changes within the general scope of this Agreement in any aspect of Agreement to correct errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the Agreement and does not result in expense to the STRAC.

11. Each person signing this Agreement on behalf of a party confirms for the benefit of the other party that any requisite approvals from the governing body of the signing party have been obtained, and all prerequisites to the execution, delivery, and performance of this Agreement have been obtained by or on behalf of that party.
12. Force Majeure – Either party may be excused from performance under this Agreement for any period that the party is prevented from performing its obligations in whole or in part as a result of any act of God, war, civil disturbance, epidemic, court order, or other event outside the control of such party, provided the party seeking to be excused has prudently and promptly acted to take any and all reasonable corrective measures that are within that party’s control.
13. Neither party has authority for or on behalf of the other as to the subject matter of this Agreement, except as provided in this Agreement. No other authority, power, partnership, use, or rights are granted or implied except as provided by Texas or federal laws and regulations, and as defined in the Agreement and Schedule (A) to it.
14. Neither party may incur any debt, obligation, expense, or liability of any kind on behalf of the other party without the other party’s express written approval.
15. To the extent permitted by law, the County will defend and indemnify STRAC, its directors, employees, agents, and representatives (the “Indemnitees”) and hold the Indemnitees harmless against any damage, claims, suits, actions, liabilities, loss, penalties, costs, and expenses including, without limitation, reasonable attorneys’ fees arising out of or alleged to have arisen from or in any way connected to:
  - i. The use of the FireRMS Project in compliance with this Agreement and issued equipment by the County;
  - ii. a breach of any of the representations, warranties, or obligations of this agreement by the County; and/or
  - iii. any claim (whether founded or unfounded) of any nature or character, arising out of or alleged to have arisen from or in any way connected to any actual or alleged negligence or dishonesty of, or any actual or alleged act of commission or omission by the County or any of its employees, agents, representatives or contractors.
16. STRAC will defend and indemnify the County, its elected officials, directors, officers, employees, agents and representatives (the “County Indemnities”) and hold the County Indemnities harmless against any damages, claims, suits, actions, liabilities, loss, penalties, costs, and expenses including without limitation reasonable attorneys’ fees arising out of or alleged to have arisen from or in any way connected to:
  - i. any infringement of any applicable copyrights, licenses or other intellectual property or proprietary rights which may exist on materials used in this Agreement and any rights granted to County shall apply for the duration of this Agreement;
  - ii. a breach of any of the representations, warranties, or obligations of this Agreement by STRAC; and/or
  - iii. any claim (whether founded or unfounded) of any nature or character arising out of or alleged to have arisen from or in any way connected to any actual or alleged negligence or dishonesty of, or any actual or alleged act of commission or omission by STRAC, or any of its employees, agents, representatives or contractors.
17. STRAC certifies that at the time of execution of this Agreement, it is not on the federal government’s list of suspended, ineligible, or debarred contractors. If the STRAC is placed on the list during the term of this Agreement, STRAC shall notify the Purchasing Agent. False certification or failure to notify may result in terminating this Agreement.

**AGREEMENT SIGNATURES:**

The undersigned parties bind themselves to the faithful performance of the Agreement. It is mutually understood that this Agreement shall be effective if signed by a person authorized to do so according to the normal operating procedures of that party. If the governing body of a party is required to approve this Agreement, it does not become effective until approved by the governing body of that party. In that event, when this Agreement is executed by the duly authorized official(s) of the party as expressed in an approving resolution or order of the governing body of that party, a copy of the resolution or order shall be attached to this Agreement.

<b>APPROVED AS TO FORM AND LEGALITY:</b>	
	<b>Travis County, Texas</b>
	By: _____ Samuel T. Biscoe, County Judge
	_____ Date of Signature
<b>APPROVED AS TO FORM AND LEGALITY:</b>	
	<b>Southwest Texas Regional Advisory Council</b>
	By: _____ Eric Epley, Executive Director
	19 Aug 2013 _____ Date of Signature

**SCHEDULE (A)**  
**FireRMS PROJECT**

I. Project Description

The FireRMS Project is a record management system designed specifically for the unique needs of fire departments and other public safety organizations. FireRMS is an enterprise record management system specifically designed for fire departments. This solution streamlines day to day scheduling, inventory, equipment management, and reporting. FireRMS application integrates completely with RescueNet ePCR to eliminate redundant data entry increasing the overall efficiency and capability of the public safety system. FireRMS satisfies all requirements with regard to National Fire Incident Reporting System (NFIRS)

II. Purpose of the FireRMS Project

The FireRMS Project supports day to day operations of agencies in TSA-P and TSA-O, while also increasing efficiencies with regard to manpower, physical resources and planning.

III. Compliance with Copyrights

STRAC warrants that all applicable copyrights, licenses and other intellectual property and proprietary rights which may exist on materials used in this Agreement and any rights granted to County shall apply for the duration of this Agreement have been adhered to and further warrants that County shall not be liable for any infringement of these copyrights, licenses and other rights.

IV. Grant of Sublicense and Authority to sub-sublicense

STRAC grants County a sublicense and all other necessary legal authority to use all ZOLL software listed in Schedule (B) and to be provided under this Agreement and to further sublicense this software to the Emergency Services Districts in Travis County if they are licensed through the Texas Department of State Health Services (DSHS) or the Texas Commission on Fire Protection. STRAC acknowledges that the number for sublicensees could reach 31 stations and additional substations.

STRAC warrants that all sublicensees will have access to technical support and assistance, education and training, quarterly newsletters from ZOLL as part of the sublicense and services. STRAC shall assist County and its sublicensees in obtaining these, if necessary.

----- End of Schedule A -----

**SCHEDULE (B)**  
**FireRMS Project Pricing**

I. Rates

STRAC shall invoice County based on the following rates:

**FireRMS Software Service:** \$5000/station/year, includes:

- Hosted FireRMS
- FireRMS Mobile
- Hosted FireRMS Maintenance and Work Orders
- Hosted FireRMS Supplies and Inventory
- FireRMS Deployment
- FireRMS Training
- Computer Aided Dispatch (CAD) integration (TriTech only)
- FireHouse to FireRMS data migration (if needed)

**RescueNet ePCR Software Service**

- \$2,000 one-time license fee
- \$3000/station/year includes:
  - Hosted RescueNet ePCR
  - RescueNet ePCR deployment
  - RescueNet ePCR training
  - FireRMS to ePCR integration

**Optional software/services not included in the Project, but available as part of the deployment:**

**Apex drawing tool**

- \$895 for 1<sup>st</sup> Fire station
- \$170 for each additional station
- \$170/station/year for maintenance

**Apex mobile**

- \$525 per mobile device
- \$135 per mobile device/year maintenance

**VineLight Fire Intelligence**

Web based reporting and business intelligence subscription

- \$100/station/year, and
- \$500/concurrent user/year

II. **INVOICING/PAYMENTS:**

STRAC shall provide County with an Internal Revenue 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 before any funds are payable.

County shall pay STRAC by check or warrant upon satisfactory deployment of each department and annually thereafter. STRAC will submit an invoice to the address below:

Travis County Auditor  
P.O. Box 1748  
Austin, Texas 78767

Invoices shall include at least the following information:

name, address, and telephone number of STRAC  
name, address, and telephone number of payment location if different from STRAC address;  
County Contract number;  
identification of department deployed, products or services as outlined in this Agreement;  
quantity or quantities, applicable unit prices, total prices, and total amount; and  
any additional payment information called for by this Agreement.

Payment shall be deemed to have been made on the date of mailing of the check or warrant. Partial payments will not be made unless specifically requested and approved by County prior to execution of Agreement.

Accrual and payment of interest on overdue payments shall be governed by TEX. GOV'T CODE ANN., ch. 2251.

### **III. Business Records**

STRAC shall maintain and make available all books, documents, and other evidence pertinent to the costs and expenses of this Agreement for inspection, audit or reproduction by any authorized representative of County to the extent this detail will properly reflect these costs to County. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the Agreement term, whichever occurs first; however, the records shall be retained beyond the third year if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily.

----- End of Schedule (B) -----

**Travis County Warehouse**

ESD	Department	Vendor	Annual Cost	Deployment Sequence
	1 North Lake Travis Fire Department	Firehouse	\$4,300.00	9th
	2 Pflugerville Fire Department	Firehouse	\$32,400.00	1st
	3 Oakhill Fire Department	Firehouse	\$845.00	6th
	4 Travis County Fire Control	Firehouse	\$2,367.00	3rd
	5 Manchaca Fire Department	Unknown	\$1,235.00	5th
	6 Lake Travis Fire Rescue	Fire House	\$18,400.00	13th
	Lake Travis Fire Rescue	ESO	\$12,000.00	
	8 Pedernales Fire Department	Firehouse	\$3,500.00	10th
	9 Westlake Fire Department	Firehouse	\$4,000.00	7th
	10 CeBar Fire Department	Firehouse	\$330.00	8th
	11 Travis County Fire Rescue	Firehouse	\$4,296.00	4th
	12 Manor Fire Department	Firehouse	\$1,900.00	2nd
	14 Volente Fire Department	Firehouse	\$1,200.00	12th
	Travis County Fire Marshall	Firehouse	\$1,575.00	
			\$88,348.00	