

AGENDA ITEM # 9

January 13, 1998

\*

Consider updating County Policy Manual.

John Willingham advised the December 23, 1997, memo was included in the packet for this meeting.

He continued with no major changes except on pages 32 to 41 providing very detailed information regarding medical, dental and flex benefits.

There are also changes on page 2 of responsibilities in Payroll, Human Resources and Benefits areas.

Patrick Dohoney of Haynes and Boone employment law section of Ft. Worth has thoroughly reviewed the manual.

Commissioner Mehevec requested policies of gifts to county employees be defined in this manual.

Assistant County Auditor Bob Space advised the Williamson County Purchasing Manual which has been adopted by the court has a code of ethics which clearly addresses this issue.

First Assistant County Attorney Dale Rye agreed with Commissioner Mehevec that this information should be included in the County Policy Manual.

Commissioner Mehevec requested the policy be revised and presented to court during the meeting of January 20, 1998.

< Clerk copy here >

December 23, 1997

## MEMORANDUM

TO: COUNTY JUDGE AND COMMISSIONERS  
FROM: JOHN WILLINGHAM, HUMAN RESOURCES *fw*  
SUBJECT: UPDATED COUNTY POLICY MANUAL

Attached please find an updated version of the County Policy Manual, which will be on the January 13 agenda for consideration. At the suggestion of Dale Rye, the Manual has been reviewed for legal compliance by outside counsel. Mr. Patrick Dohoney, an associate of Ms. Bettye Springer in the employment law section of the Haynes & Boone law firm, Fort Worth, conducted the review. Both the Benefits Administrator and County Treasurer made strong contributions to the updated policies. We would appreciate any questions or suggestions you may have.

The most significant changes are cited below:

--Throughout the Manual: the Benefits Administrator and the County Treasurer are now listed as the contact persons in certain areas formerly managed by the County Auditor;

--Page 2: Clarifies the areas of responsibility for the Human Resources Director, Benefits Administrator, and County Treasurer;

--Page 3: States that notices of policy changes will be sent to County offices and departments, which will then be responsible for disseminating the changes to employees;

--Pages 7-8: Provides a much lengthier list of the types of misconduct that may result in disciplinary action, including dismissal from employment;

--Page 17: Includes the County Workplace Violence Policy;

--Pages 19-20: Clarifies the County's exit interview procedures;

--Page 25: Lists pro-rated benefits for part-time employees in a way that is compatible with the budget order;

--Page 27: Clarifies the relationship of Family Medical Leave to other forms of leave;

--Page 31: Updates retirement information;

--Pages 32-41: Provides a detailed explanation of medical, dental, and flex benefits.

AGENDA ITEM # 10

January 13, 1998

\*

Consider approving Policy and Procedures Manual for 9-1-1 Emergency Communication.

Moved: Judge Doerfler

Seconded: Commissioner Hays

Motion: To approve Policy and Procedures Manual for 9-1-1 Emergency Communication.

Vote: Motion carried 4 - 0 with Commissioner Mehevec absent from the dais  
< Clerk copy here >

***EMERGENCY SERVICES DIVISION***

***Policy and Procedures Manual  
for  
CAPCO Funded Local Governments  
9-1-1 Emergency Communications***

*approved 1-13-98  
John C. Daerfler*

057

## **Capital Area Planning Council Emergency Services Division**

### **MISSION**

**MISSION STATEMENT:** The Capital Area Planning Council 9-1-1 Emergency Services Division, in partnership with local governments, public safety agencies and emergency responders, is committed to providing quality implementation of emergency number accessibility for citizens in need of emergency assistance. This is accomplished through modern technology, expertise, professional training and continued support including comprehensive and accurate data and public education information throughout the region.

### **INTRODUCTION**

The Capital Area Planning Council (CAPCO) is a regional planning commission and political subdivision of the State of Texas. CAPCO was organized and operates under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. CAPCO has developed and the Texas Advisory Commission on State Emergency Communications (ACSEC) has approved a Strategic Plan to establish and maintain 9-1-1 emergency telephone service in State Planning Region 12.

The policies and procedures set forth in this manual are for the primary purpose of providing a safe and productive working environment for Emergency Communications employees of the 10-county region served by the Capital Area Planning Council. They are established to provide a consistent, effective, and understanding of emergency services practices. The policies and procedures are established by the Emergency Services Division (9-1-1) of the Capital Area Planning Council and are approved by the CAPCO Executive Committee. Any amended, revised, or new policy must be approved by the Executive Committee.

058

### **ADMINISTRATION/FINANCE**

## ADMINISTRATION/FINANCE

CAPCO has entered into an interlocal contract with each of the ten counties and with the entities operating Public Safety Answering Points (PSAPs) under Chapter 791 of the Government Code to allow participation in implementing the enhanced 9-1-1 emergency telephone system in the region and to outline the duties and responsibilities of the Public Agency in exchange for the compensation provided. The Public Agency serves as an independent contractor for CAPCO, and CAPCO owns all 9-1-1 equipment purchased by or on behalf of the Public Agency with the 9-1-1 emergency services fees. Public Agency is licensed to use the 9-1-1 equipment for establishing and maintaining enhanced emergency telephone services.

CAPCO maintains a line-item budget for each contract with a Public Agency, and each Public Agency shall not spend in excess of a particular line item. CAPCO does have the authority to transfer between line items, and Public Agency can request such transfers using the appropriate forms (attachment 1). CAPCO will distribute a financial report showing expenditures and fund balances to the designated authority at the end of each quarter.

The CAPCO 9-1-1 Program fiscal year is defined as September 1<sup>st</sup> - August 31<sup>st</sup>.

**Purchases and Reimbursements**

There are two methods that Public Agencies may choose to procure equipment, services and supplies associated with the CAPCO 9-1-1 program

1. Reimbursement - As approved by CAPCO and included in the 9-1-1 Strategic Plan, the Public Agency may procure the items according to their own procurement policies and submit for reimbursement to CAPCO.

The Public Agency shall submit the reimbursement request on the CAPCO forms provided (attachment 2) and attach supporting documentation that includes invoices and/or receipts. Any personnel reimbursement shall include a copy of the Public Agency's payroll voucher for the period of the request. All forms shall be signed by the authorized authority such as the County Judge, County Auditor, City Manager, Department Head or person designated in writing by this authority.

All applicable purchase orders or invoices must be dated prior to August 31<sup>st</sup> of the current fiscal year and shall be submitted to CAPCO for processing prior to 5pm CST on September 15<sup>th</sup> of the following fiscal year. All requests submitted after September 15<sup>th</sup> will not be processed.

If the funding is not available or proper documentation has not been provided CAPCO will notify the Public Agency in writing within 30 days of receipt of the request. Public Agency shall rectify any discrepancies within 30 days of notification or reimbursement will be denied.

If funding is available and proper documentation is provided, CAPCO will submit payment within 30 days of receipt of said request.

All equipment purchases will be inventoried by CAPCO at a later date.

2. Direct Purchase - The Public Agency may request that CAPCO purchase equipment, services and supplies to be used by said agency for the benefit of the CAPCO 9-1-1 Program.

The Public Agency shall submit a CAPCO Purchase Requisition (attachment 3) for such items signed by an authorized individual. The requisition must be complete with all of the required information including the vendor's name, address, and telephone number. The request must be under \$ 2,500 or to a vendor authorized by CAPCO or included on the State of Texas Vendor Catalog.

Except as arranged through a separate agreement, CAPCO will not complete the Public Agency's bid process.

Upon delivery of items, the Public Agency shall verify receipt of said items in writing to CAPCO. CAPCO will issue payment to said vendor and deduct the purchase amount from the proper line item in the budget. The Public Agency will be provided a copy of the adjusted budget within 30 days after payment to said vendor.

CAPCO will not authorize purchases by this method after June 15<sup>th</sup> of the current fiscal year.

Public Agency shall:

060

- submit reimbursement requests on a schedule determined by the Public Agency, but no later than the 15<sup>th</sup> of the month following the end of each quarter. Reimbursement requests received after 5pm CST on September 15<sup>th</sup> of the following fiscal year will not be processed.
- submit reimbursement requests in writing using CAPCO provided forms (attachment 3)
- submit line-item transfer requests on forms (attachment 2) provided by CAPCO no later than 10 days after transfer is identified
- maintain records at Public Agency's offices according to CAPCO's record retention policy

- allow CAPCO, the Advisory Commission on State Emergency Communications, and the Texas State Auditor to visit Public Agency's offices, talk to its personnel, and audit its records during normal business hours to evaluate performance.

061

**PUBLIC SAFETY ANSWERING POINTS**



All agencies operating a 9-1-1 Public Safety Answering Point within the CAPCO region shall:

- designate a PSAP Supervisor and provide related contact information as a single point of contact for CAPCO and its authorized personnel
- monitor the 9-1-1 Telecommunicators and equipment and report any failures or maintenance issues immediately according to CAPCO Trouble Reporting Procedures (attachment 4)
- keep a log (attachment 5) of all trouble reports and make copies of said log available to CAPCO on an as needed basis
- notify CAPCO of any and all major service-affecting issues or issues needing escalation within a service provider's organization
- notify CAPCO of any new 9-1-1 Telecommunicators and schedule them for the next available 9-1-1 equipment training class. CAPCO will schedule one 9-1-1 equipment training class per quarter and more often if necessary. Notification of new 9-1-1 Telecommunicators must be done within one week of employment. If the Public Agency chooses to train their own personnel, the Public Agency must certify in writing to CAPCO that the 9-1-1 Telecommunicator has been trained prior to using the CAPCO provided equipment
- allow CAPCO or its authorized agents coordinated access to all 9-1-1 equipment on an as-needed basis within normal operating hours (24 hours for all PSAPs)
- test all 9-1-1 Telecommunications Devices for the Deaf (TDD) for proper operation and to maintain user familiarity at least once per month
- log all TDD calls, as required by the Americans with Disabilities Act of 1990, and submit copies of said logs to CAPCO on an as-needed basis
- limit access to all 9-1-1 equipment and related data only to authorized public safety personnel
- keep confidential all 9-1-1 data and notify CAPCO immediately of any requests for said data as required by HB 1324, 75<sup>th</sup> Legislative Session, Texas House of Representatives
- make no changes to 9-1-1 equipment, software or programs without prior written consent from CAPCO.
- request free emergency communications training according to a process (attachment 10) defined by CAPCO
- notify CAPCO 48 hours prior to canceling any attendee's training
- reimburse CAPCO for any no-show training cancellations without 48 hours notification as determined by the attached schedule (attachment 11)

062

#### GENERAL 9-1-1 COORDINATION

Each County in the CAPCO region and the City of Austin shall appoint a 9-1-1 Coordinator who shall:

- be readily available to local governments and interested parties to address any issues and answer any questions related to the CAPCO 9-1-1 Program and other emergency communications issues
- hold informational and coordination meetings on a regular basis with local elected officials, County Sheriffs, PSAP Supervisors, Emergency Services Department Heads and other interested parties
- provide monthly reports of all 9-1-1 activities to CAPCO, including addressing meetings, public education, GIS and other outstanding issues on forms (attachment 7) provided by CAPCO
- coordinate with 9-1-1 PSAPs and local governments in the planning, implementation and operation of 9-1-1 emergency services on behalf of CAPCO
- coordinate public education activities within their county and other local jurisdictions
- request 9-1-1 Public Education materials on a form provided by CAPCO
- complete and provide copies to CAPCO of an Event Profile Form (attachment 8) for any distributed Public Education materials (attachment 9)

063

#### ADDRESSING/GIS COORDINATION

Each County in the CAPCO region and the City of Austin shall:

- appoint a 9-1-1 Addressing/GIS Coordinator
- coordinate Addressing activities within their jurisdictions with local governments to include City and County personnel
- coordinate 9-1-1 Database, Emergency Service Zones and Master Street Address Guide activities with telephone companies, municipal and county personnel and CAPCO staff as determined by CAPCO
- adopt and keep current an Addressing Maintenance Plan
- notify CAPCO of annexations and MSAG changes as they occur on forms (attachment 12) provided by CAPCO. Notification of annexations should be no later than 30 days prior to the effective date of the annexation
- collect and verify 9-1-1 B Forms (attachment 13) from PSAPs and local governments and notify CAPCO via Fax or electronic mail of any changes within 24 hours of completion of verification
- resolve 701 Error Reports within 72 hours of receipt of such errors
- assist CAPCO in the development and maintenance of a Regional 9-1-1 Base Map
- digitize new plats and streets, update street names, address ranges and customer points for inclusion in the Regional 9-1-1 Base Map
- assist and coordinate with CAPCO on all phases of the 9-1-1 Map/ALI project to include Pilot, Build, Maintenance and add-on Phases
- provide a safe and healthy environment for all 9-1-1 Telecommunicators, vendors and guest to include a smoke-free workplace

CAPITAL AREA PLANNING COUNCIL

LINE ITEM TRANSFER REQUEST

County

Budget

Fiscal Year

1. Line Item Transfer From

Amount

Line Item Transfer To

2. Line Item Transfer From

Amount

Line Item Transfer To

3. Line Item Transfer From

Amount

Line Item Transfer To

065

Explanation:

Approved by:

Date

## TEXAS ADDRESSING MAINTENANCE PROJECT FINANCIAL REPORT

Grantee  CAPITAL AREA PLANNING COUNCIL 2512 IH-35 SOUTH, SUITE 204 AUSTIN, TEXAS 78704	County	Date
	COG Contact Person: GLENN ROACH	

Reporting Categories	911 Funds		Local Match		Total Expended	Approved Budget	Project Suc Balance
	This Period	Project to Date	This Period:	Project to Date			
1. Personnel							
2. Paper Maps							
3. Digital File							
4. Aerial Photography							
5. Map Reproduction							
6. Computer (PC)							
7. Computer (workstation)							
8. Database Software							
9. Mapping Software							
10. Digitizer							
11. Printer							
12. Plotter/Plotter time							
Training							
14. Road Verification Mile							
15. Road Sign Materials							
16. Road Sign Machine							
17. Sign Installation Labor							
18. GPS Receiver/Software							
19. Distance Measuring Eq.							
20. Postage/Notification							
21. Furniture							
22. Scanner							
23. Fax Machine							
24. Supplies							
25. Rent							
26. Telecommunications							
27. Other							
Total Cost							

066

Certification:  I certify to the best of my knowledge and belief that the information in this report is correct and complete, and that all expenditures were made in compliance with the ACSEC rule 251.3 and the terms and provisions of the Grant Agreement providing for this reimbursement.  Signed:	Date:
	Print Name:

CAPITAL AREA PLANNING COUNCIL  
2512 INTERSTATE HWY. 35 SOUTH, SUITE 100  
AUSTIN, TX 78704  
(512) 443-7653 (512) 443-7658 (Fax)

Check Requested [ ]  
Requisition Date: \_\_\_\_\_

Vendor: \_\_\_\_\_

Ship To: \_\_\_\_\_

ITEM #	QUAN	DESCRIPTION	UNIT COST	TOTAL COST

TOTAL

PURPOSE OF PURCHASE:

Project	Account	Amount

Requisitioned By \_\_\_\_\_

Date Needed \_\_\_\_\_

067

Budget Approval \_\_\_\_\_ Date \_\_\_\_\_

Purchasing Approval \_\_\_\_\_ Date \_\_\_\_\_

Department Manager Approval \_\_\_\_\_ Date \_\_\_\_\_

Executive Director Approval (purchase above \$300) \_\_\_\_\_ Date \_\_\_\_\_

## TROUBLE REPORTING PROCEDURES

Enhanced 9-1-1 is a critical emergency service, and any condition that interferes with a caller reaching the proper emergency service and having a proper address display must be corrected. All equipment problems should be reported immediately to the repair center.

### EMERGENCY VS. NON-EMERGENCY TROUBLE

I. **EMERGENCY TROUBLE** requires immediate action by the telephone company in the interest of public safety.

- A. PSAP is unable to receive calls or talk on any 9-1-1 lines, at any positions.
- B. PSAP is unable to transfer calls to another response agency.
- C. ANI and/or ALI failure at all positions.

II. **NON-EMERGENCY TROUBLE** does not seriously impair service and does not critically affect public safety. It requires telephone company action, but may not require immediate action.

- A. One or two 9-1-1 lines are not working, but there are enough in-service to handle the call volume.
- B. ANI and/or ALI failure at one or two positions.

## LENDING LIBRARY POLICY & PROCEDURES

The Capital Area Planning Council (CAPCO) has a variety of educational video and audio tapes that are available to staff. Following are the policy guidelines:

1. CAPCO will loan videotapes and audio tapes only to PSAP'S, staff members, and board members of CAPCO.
2. To borrow a tape, a member must complete and sign the "Lending Library Agreement" form.
3. All requests to borrow materials will be made to Joanna Oliver or Delia Zapata.
4. All materials will be checked for quality and damage before ending out, and again upon return.
5. All materials will be sent by registered mail and each tape will be insured for its full value. CAPCO will pay the cost of sending the material and the borrower will incur the cost of return postage including insurance.
6. A copy of the signed agreement form will be enclosed with the material at the time of shipment.
7. If the material is damaged and it is believed to be the fault of the borrower, steps will be taken for CAPCO to receive compensation for the loss of the tape, as stated in the agreement form.
8. CAPCO will provide an inventory report to the board at the end of each term.



**LENDING LIBRARY AGREEMENT FORM**

Member's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Agency: \_\_\_\_\_ Dept.: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

CAPCO agrees to loan the following materials:

\_\_\_\_\_  
\_\_\_\_\_to \_\_\_\_\_ a member in good standing, on this  
day \_\_\_\_\_ and to be returned to CAPCO by \_\_\_\_\_.CAPCO will pay for the expense of sending the material and said member will pay for the  
return, which includes sending by registered mail and insured for \$ \_\_\_\_\_. If the  
member loses or destroys the tape, the member agrees to pay CAPCO \$ \_\_\_\_\_.

I understand and agree to the above conditions.

\_\_\_\_\_  
Member's Signature\_\_\_\_\_  
Date

070

**OFFICIAL USE ONLY**

Authorized by: \_\_\_\_\_ Date: \_\_\_\_\_

Return material to: \_\_\_\_\_

*Attach postage/insurance information on form.*

## **Method for Reporting Trouble Begins with Calling the Repair Center at:**

**If you are using:**

<b>DTI equipment</b>	<b>1-800-321-2193 (SWB)</b>
<b>TCI equipment</b>	<b>1-800-945-7776 or 870-2266 (SWB)</b>
<b>TelPak equipment</b>	<b>1-800-451-3527 (GTE)</b>

**THIS WILL INITIATE THE REPAIR PROCESS.**

When calling to report problems, clearly identify yourself as a 9-1-1 PSAP that answers emergency telephone calls. Also, be prepared to provide the following:

1. Your name.
2. Your PSAP name & address location.
3. A contact phone number.
4. Nature of problem.

Phone company personnel will inform you of the status of the repair call. If you have not been contacted about the repair within the given time frame, **CALL BACK.**

**LOG ALL CALLS TO REPAIR. IT IS IMPORTANT TO MAINTAIN YOUR OWN RECORDS REGARDING SYSTEM PROBLEMS.**

**CAPCO 9-1-1 STAFF**

<u>Name</u>	<u>Work Phone</u>	<u>Pager</u>	<u>Mobile</u>	<u>E-Mail</u>
Castille, Crystal	512/916-6014	625-5475		crcastille
Derbonne, David	512/916-6022	896-2656	657-1732	dlderbonne
Greiner, Patsy	512/916-6017	606-3082		pkgreiner
Huggins, Robert	512/916-6039	625-8820		rwhuggins
Hurry, James D.	512/916-6018			jd hurry
Kelly, Richard	512/916-6030	606-3095	924-0992	rjkelly
Matjeka, Suzanne	512/916-6033	896-2655	924-5525	slnmatjeka
Morgan, Matt	512/916-6034	625-0571	496-4849	mkmorgan
Oliver, Joanna	512/916-6090	896-8602	917-6185	jloliver
Roach, Glenn	512/916-6026	469-2412	413-2673	garoach
Saletan, Jesse	512/916-6031	606-4192		jdsaletan
Stanford, Scott	512/916-6019	896-1383	496-4845	sestanford
Watkins, Marilyn	512/916-6024	896-2653	496-4186	mrwatkins
Williams, Carol	512/916-6028	625-0862	496-4179	cwilliams
Zapata, Delia	512/916-6091	899-6003		dzapata

NOTE: E-mail addresses are followed by: @capco.state.tx.us`

COUNTY 9-1-1 COORDINATOR  
MONTHLY REPORT

Coordinator \_\_\_\_\_ County \_\_\_\_\_

Month \_\_\_\_\_

MEETINGS HELD (Minutes Attached):

Addressing/GIS Meetings:

With Municipalities \_\_\_\_\_

With County \_\_\_\_\_

Elected Officials: \_\_\_\_\_

Sheriff/Police Chief: \_\_\_\_\_

PSAP Supervisors: \_\_\_\_\_

Fire/EMS: \_\_\_\_\_

Results/Concerns:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PUBLIC EDUCATION:

Date/Location: \_\_\_\_\_  
\_\_\_\_\_

ADDRESSING MAINTENANCE PLAN: \_\_\_\_\_ Yes (Attached) \_\_\_\_\_ No

Annexations \_\_\_\_\_

073

DATABASE PERFORMANCE MEASURE

County: \_\_\_\_\_  
Reporting Personnel: \_\_\_\_\_  
Reporting Period (Mo/Yr): \_\_\_\_\_

Contacts with *addressing personnel* at municipalities and county:  
(Personalize for each county -List each city within the county  
and a monthly contact for addressing/database coordination.)

New Subdivisions Addressed \_\_\_\_\_  
# New Lots \_\_\_\_\_

Notification sent to appropriate  
Police \_\_\_\_\_ Yes  
Fire \_\_\_\_\_ Yes  
EMS \_\_\_\_\_ Yes  
Postmaster \_\_\_\_\_ Yes

Addresses Provided to Citizens (either new address or route/box conversion) \_\_\_\_\_

CAPCO:  
Reporting Personnel: \_\_\_\_\_

# 9-1-1 A Forms Processed \_\_\_\_\_  
# 9-1-1 B Forms Processed \_\_\_\_\_  
# 701 Corrections Processed \_\_\_\_\_

**PSAP Number**


*To assist with tracking equipment problems, a log should be kept of all problems encountered on the equipment. This log will serve as a permanent record of all equipment troubles.*

[illegible]

# TDD/TTY USE LOG

Agency Name \_\_\_\_\_ Address \_\_\_\_\_

Telephone Number ( ) \_\_\_\_\_

 **Log all calls including test calls. Maintain this record according to your agency's requirements.**

[illegible]

## MONTHLY REPORTS

077

---



**Public Education Material Request Form Instructions**

This form must be completed when requesting any 9-1-1 public education material. If you would like to place an order, fill out this form and the Event Profile form and fax it to 512-442-3911 or mail it to 9-1-1 Training Center, 2512 IH 35 South, Suite 204, Austin, Texas 78704. Allow 2-3 working days, depending on the quantity ordered, for staff to pull this material. Please indicate the quantity next to the item requested.

Name = The name of the person requesting the material.

Agency = The name of the agency the person is employed with.

Phone = A daytime telephone number + area code where the person can be reached, if necessary.

Date = Today's date.

Approved by = Must have approval of 9-1-1 training center staff.

For what use = State what you will be using the public education material for. Examples: 9-1-1 public education awareness class; educate kindergarten class about 9-1-1.

Date received = The day you received material.

Signature = The signature of the person accepting material.

**Event Profile Form Instructions**

This form must be completed, in addition to the Public Education Material Request form, when requesting 9-1-1 public education material for your event.

Public Safety Agency = The name of the department you are currently employed with.

Your name = Write the name of the person filling out the form.

Type of event = Indicate the name of the event for which you will be distributing the public education material. Examples: LCRA Rodeo, National Night Out, parade, booth at county fair/festival, etc.

Audience size = The approximate size of audience targeted at the event.

Location of event = The name of the city where the event is being held.

Date of event = The date the event is being held.

Address and phone number of event coordinator = The mailing address and daytime telephone number of the person responsible for accepting and distributing material at event.

Briefly describe how you will incorporate 9-1-1 into your message = Explain what method will be used to educate the public at the event about 9-1-1.

Following is a list of the public education supplies currently used and the age group for which they are recommended. All items are not always available. CAPCO may recommend a substitute item when sufficient quantities are not in stock and recommendations will be made for age groups.

<u>Item</u>	<u>Age Group</u>	
Litterbags (good to fill with other items at schools or fairs)	All	
Balloons (to decorate booths, floats, or for Red E. Fox to carry)	All	
Red E. Fox pencils	K - 6 <sup>th</sup> grade	
CAPCO pencils	7 <sup>th</sup> grade - Adult	
Red E. Fox rulers	2 <sup>nd</sup> - 6 <sup>th</sup> grades	
Plastic rulers ("In an Emergency, 9-1-1 Measures Up")	7 <sup>th</sup> - 12 <sup>th</sup> grades	
"Make the Right Call" magnets	High school - Adult	
Coin key chain (holds 2 quarters, 9-1-1 logo - These are not kept in large quantities, use for special groups.)	Adult	
Lite key chain (with 9-1-1 logo)	Adult	
Jar opener	Adult	
Bike reflectors (bike rodeos, good to toss off floats, presentations at schools)	K - 4 <sup>th</sup> grade	
Stress balls (used as give-aways to dispatchers attending stress classes; other special occasions)	Adult	
Red E. Fox activity books	K - 3 <sup>rd</sup> grade	
9-1-1 lapel pins (for PSAP employees, volunteers, staff)	Adult	
MTRC stickers	All	
Red E. Fox stickers	All	
Magnifier bookmark	Adult	
9-1-1 information cards	All	
Rural addressing brochures	All	
TDD cards (Telecommunication Device for the Deaf)	All	
Red E. Fox classroom kits	K - 2 <sup>nd</sup> grade	
9-1-1 phone demonstrators (check-out item to be returned after presentation or event)	All	
9-1-1 wipe-off boards	Adult	
Cellular information cards	High school - Adult	
MTRC note pads	Adult	
9-1-1 telefinder (glow-in-the-dark sticker for phone)	All	
Red E. Fox costumer (check-out item that must be returned after presentation or event)	All	079





Capital Area Planning Council 9-1-1

EVENT PROFILE

Public Safety Agency \_\_\_\_\_ Your name \_\_\_\_\_

Type of event \_\_\_\_\_ Audience size \_\_\_\_\_

Location of event \_\_\_\_\_ Date of event \_\_\_\_\_

Address and phone number of event coordinator \_\_\_\_\_

\_\_\_\_\_

Briefly describe how you will incorporate 9-1-1 into your message \_\_\_\_\_

\_\_\_\_\_



Capital Area Planning Council 9-1-1

EVENT PROFILE

Public Safety Agency \_\_\_\_\_ Your name \_\_\_\_\_

Type of event \_\_\_\_\_ Audience size \_\_\_\_\_

Location of event \_\_\_\_\_ Date of event \_\_\_\_\_

Address and phone number of event coordinator \_\_\_\_\_

\_\_\_\_\_

Briefly describe how you will incorporate 9-1-1 into your message \_\_\_\_\_

\_\_\_\_\_

VOL 0094 PAGE 774

## TRAINING REQUEST

082

---

1

**Emergency Communications Training  
Cancellation Policy**

VOL 0094 PAGE 775

CAPCO 9-1-1 is able to provide needed training for the thirty-six Public Safety Answering Points (PSAPs) in our region at no cost to telecommunicators and their departments. However, when space is reserved for a training class offered by CAPCO 9-1-1 that will not be filled, students or the supervisor who made the reservation, must cancel such reservation within 48 hours of the start of the class or payment for the class will be invoiced to the appropriate agency for the "no show".

Following is a list of the training classes currently offered by CAPCO and the amount that will be charged to the department for each "no show":

<u>Course Title</u>	<u>Cost per "No Show"</u>
40-hour Basic Telecommunicator Course	\$ 100.00
NCIC/TCIC Course	100.00
Stress Management	100.00
Liability & Public Images Concerns	150.00
Verbal Judo	100.00
Emergency Medical Dispatch	225.00
TDD (Telecommunication Device for the Deaf)	100.00
9-1-1 Equipment	100.00
Database Course	100.00
Cultural Sensitivity	200.00
Fire Dispatch	175.00

083

The MSAG change request form is used to insert, delete, or change any of the following items in the telephone company Master Street Address Guides (MSAG):

Street Name  
Street Directional  
Street Suffix  
Community Name  
Street Range  
Odd, even or both indicators  
Emergency Service Number (ESN).

This form is for any and all MSAG corrections.

The following is an explanation for each entry, numbered to correspond with the sample form provided:

1. Request: Insert, Change, Delete: type of change requested. Telephone Number: of above; Date: request was made; \*Note: If an item is already in the MSAG, a CHANGE or DELETE will be made; If a street is BRAND NEW, it will need to be an insert. (i.e., County Rd 249 is being annexed into the city, the city sends CAPCO a CHANGE form requesting that the community name and ESN be changed...).
2. Existing Street: Directional, current Street Name, Suffix if required. New Street: Directional, New Street, Suffix if required.
3. Serving Telephone Company: and the telephone Exchange: area the street is located in. If the street is in multiple exchanges and/or in multiple telephone company territories, separate forms should be completed for each. Each form should show only the street ranges within the exchange area.
4. Requested by: person of contact for the requested change in case of a problem.
5. Existing Community: The community name assigned by the Post Office appearing in the telephone companies' MSAG. Include the Zip Code: if known. New Community: The Community name as it should appear in the telephone company's MSAG.
6. The Existing Range: of the street, the Low Number range, the High Number range. O/E/B: Odd ranges only/Even ranges only/Both odd and even ranges, ESN: Emergency Service Number for each range, ICL/OCL inside city limits or outside city limits.
7. The New Range: of the street, the Low Number range, the High Number range, O/E/B: Odd ranges only/Even ranges only/Both odd and even ranges, ESN: Emergency Service Number for each range, ICL/OCL inside city limits or outside city limits.
8. City/PSAP Remarks: any pertinent comments on the requested change.
9. TELCO Remarks: comments from the telephone company regarding the requested change.

## XXXXX COUNTY SHERIFF'S DEPARTMENT

## ANI/ALI PROBLEM CALL REPORT

CAPCO 9-1-1 REGION

VOL 0094 PAGE 777

FORM 911 B ALI

DATE OF CALL	TIME OF CALL	OPERATOR ID	SUPERVISOR ID
1	2	3	4

PHONE NUMBER DISPLAYED (ANI):

DISPLAY STATUS (Check One)

FLASHING

STEADY

PHONE TYPE (Check One) :

Business

Residential

Coin

Mobile

CNTX

PBX

PROBLEM (Check One) :

Record Not Found

Incorrect Address

Foreign Exchange

Misrouted, Send To:

Other:

ADDRESS DISPLAYED (ALI):

COMMUNITY DISPLAYED:

CORRECT INFORMATION AS SHOWN BELOW

TELEPHONE NUMBER:

NAME:

ADDRESS:

NUMBER

STREET

APT. ROOM ETC

COMMUNITY:

PSAP COMMENTS:

(FOR TELCO USE ONLY)

(FOR CAPCO USE ONLY)

RECEIVED:

ACTION:

ACTION:

DATE:

RETURNED TO CAPCO: DATE:

BY:

CAPCO INITIALS:

SHOWS ESN

COUNTY

FAX THIS FORM DIRECTLY TO CAPCO AT (512) 443-7658



## APPENDIX A

### SAMPLE CONTRACTS

AGENDA ITEM # 11

January 13, 1998

\*

Consider approving interlocal agreement with TAC concerning Worker's Compensation Self Insurance Fund.

Moved: Judge Doerfler

Seconded: Commissioner Heiligenstein

Motion: To approve interlocal agreement with TAC concerning Worker's Compensation Self Insurance Fund.

Vote: Motion carried 4 - 0 with Commissioner Mehevec absent from the dais.  
< Clerk copy here >

**INTERLOCAL PARTICIPATION AGREEMENT**  
**FOR**  
**TEXAS ASSOCIATION OF COUNTIES**  
**WORKERS' COMPENSATION SELF-INSURANCE FUND**

This agreement, entered into between the Texas Association of Counties Workers' Compensation Self-Insurance Fund (hereinafter called "Fund") and Williamson County (hereinafter called "Member") shall be effective as of the date hereinafter shown.

**RECITALS**

**WHEREAS**, the Fund is sponsored by the Texas Association of Counties (hereinafter called "TAC"), and the Fund was created to provide workers' compensation coverage for its Members pursuant to the provisions of Chapter 504, *Labor Code, V.T.C.A.*; Article 715c, *Rev. Civ. Stat. Ann.*; and Chapter 791, *Government Code, V.T.C.A.*; and

**WHEREAS**, in consideration of other Member counties and political subdivisions executing other interlocal participation agreements with the Fund, which need not be identical in form or content and in consideration of the provision of a plan of pooled self-insurance, as authorized in the above-referenced statutes, to obtain workers' compensation coverage through the economical method of pooled self-insurance; and

**WHEREAS**, Member, a Texas political subdivision, desires to take advantage of the benefits made available through the Fund; and

**WHEREAS**, the parties recognize that the Fund is a Workers' Compensation self-insurance fund authorized by statute and the coverage provided is not considered and does not constitute insurance under any Texas law, including the Texas Insurance Code nor under the common law;

**NOW, THEREFORE**, it is Agreed and Understood among the parties as follows:

088

SECTION 1PARTICIPATION1.01 Agreement to Participate

Fund Member hereby contracts to become a member of the Fund. THIS IS NOT A CONTRACT OF INSURANCE and Member does not and cannot hereby elect to create any contract of insurance.

1.02 Term of Agreement

The term of this Agreement shall commence on the 1st day of January, 1998, and shall continue in full force and effect for a period of one (1) year. This Agreement shall be automatically renewed annually for an additional one (1) year term without the necessity of any action by the parties other than the acceptance of any amendments to the coverage contract and rates. Either party may elect not to renew this Agreement by giving written notice at least thirty (30) days prior to the end of the original term or any renewal term.

1.03 Termination of Agreement

This Agreement may be terminated by either party by giving sixty (60) days written notice of intent to terminate the Agreement to the other party. Any notice of intent to terminate must be delivered by deposit in the U. S. Mail, certified, return receipt requested. The Fund may, in its discretion, permit any Member, upon Member's written request, to terminate the Agreement by giving to the Fund written notice of not less than sixty (60) days. The Fund may terminate the Fund Member with immediate effect for non-compliance with the provisions of this agreement or the bylaws of the Fund.

SECTION 2ADMINISTRATION2.01 Fund Administrator

The Texas Association of Counties (hereinafter referred to as "TAC") or its designee, is the administrator of the Fund. All communications and correspondence relative to the Fund shall be addressed unless notified of a change of address, to TAC as follows:

Texas Association of Counties  
Workers' Compensation Self-Insurance Fund  
P. O. Box 2131  
Austin, Texas 78768

089

**SECTION 3****MEMBER CONTRIBUTION****3.01 Annual Estimated Payroll**

An annual estimated payroll, by payroll classifications of the Fund Member, shall be submitted by the Fund Member to TAC no later than sixty (60) days prior to the first day of the Fund year. It is understood that the annual estimate shall be adjusted at the end of each Fund year to reflect the actual payroll on the books of the Fund Member. The Fund year shall be from January 1 to December 31.

**3.02 Contribution determination**

The Fund Member agrees to pay into the Fund a contribution amount determined in accordance with subparagraph (a) or (b), and (c) as follows:

(a) the contribution amount shall be equal to the premium payable as a manual premium for a workers' compensation insurance policy except as modified hereunder. The manual premium shall be computed by using as a guide the rates promulgated and payroll classifications established for use in workers' compensation insurance by the Texas Department of Insurance. The amount adduced using the above formula shall be modified by the "experience modifier", computed in accordance with the Texas Experience Rating Plan Manual or other experience rating plan approved by the Board, applicable to the Fund Member. An initial experience modifier shall be applicable, if the Fund Member previously was insured by a policy of workers' compensation insurance and earned an "experience modifier" for the current policy year. The "initial experience modifier", if applicable to the Fund Member, shall be the same as the "experience modifier" earned while insured under a policy of workers' compensation insurance. Should the Fund Member not have earned an "experience modifier", the premium produced by using the rates promulgated and payroll classifications established by the Texas Department of Insurance shall be the annual amount of contribution due and payable to the Fund until an "experience modifier" is earned. If an experience modifier has not been earned, the Fund, using the prospective Fund Member's loss experience and payroll exposure data on file with the Texas Department of Insurance, may compute a modifier in accordance with the Experience Rating Plan Manual or other plan as approved by the Board. Should the Fund Member not have earned an experience modifier and verifiable loss/payroll data is not available to calculate one, the premium produced by using the rate promulgated and payroll classifications established by the Texas Department of Insurance shall be the amount of contribution due and payable to the Fund.

090

(b) The Fund may, at any time, as an alternative method of determining the contribution amount, adopt a rate plan based upon the experience of the Fund and/or its members, or upon other factors.

(c) Once the annual amount of contribution due is determined less any TAC discount, if applicable, the Fund Member shall pay such amount in advance quarterly, with the four (4) payments due upon receipt of invoices. It is understood by the Fund Member that the annual payment of contributions may be altered on an interim basis as a result of increased benefit levels mandated pursuant to the Texas Workers' Compensation Act or other adjustments in the law.

If the contribution amount is determined under subparagraph (a) herein, any alteration of the annual amount of contributions shall be predicated on the rates and payroll classifications of the Texas Department of Insurance. All contributions due hereunder shall be payable to the Fund at the offices of TAC.

### 3.03 Estimated Contribution

The estimated annual amount of contribution for the Fund Members shall be based upon payroll estimates and shall be payable as provided in No. 4 above. At the end of each and every Fund year there shall be submitted by the Fund Member actual payrolls as reflected by the books and records of the Fund Member. Actual payrolls shall be submitted no later than thirty (30) days after the end of the Fund year. Any additional amounts of contribution payable shall be billed and overpayment adjusted by refund to the Fund Member. The Fund reserves the right to audit the payroll records of any Fund Member.

### 3.04 Experience Modifier

The Fund shall calculate and furnish each Fund Member its individual experience modifier, when earned, in accordance with the provisions of the applicable experience rating plan as approved by the Board.

### 3.05 Department Rates as Guide

In order to have an orderly and well understood basis for contributions to the Fund, unless another plan is adopted by the Fund's Board of Trustees under the Fund Bylaws, the current plans and further amendments with respect to workers' compensation rates and premiums of the Texas Department of Insurance are hereby adopted as a guide, but by such adoption it is recognized that the rating structure promulgated by the Texas Department of Insurance is not applicable to self-insurance, and there is no intention to bestow rating authority over this plan of self-insurance upon the Texas Department of Insurance. Any reference at any time in this contract to an insurance term not ordinarily a part of self-insurance shall be deemed for convenience only and is not to be construed as

being contrary to the self-insurance concept except where the context clearly indicates no other possible interpretation, such as, but not limited to, reference to the term "reinsurance".

#### SECTION 4

#### REINSURANCE

##### 4.01 Provision of Reinsurance

The Fund agrees that it shall endeavor to maintain an aggregate stop loss reinsurance treaty and/or reserves sufficient to assure that the incurred, fully developed losses and expenses for the total Fund shall not exceed the contributions paid and payable by the Fund Members into this Fund. The Fund Member has no joint or several liability other than the maximum annual contribution payable by the Fund Member. Any savings to the Fund resulting from overall loss experience shall be available for dividend credit, or other appropriate use for the benefit of the Members, as determined by the Board of Trustees (hereinafter referred to as "Board") from time to time. The Fund shall invest any and all funds that are on deposit with the Fund and the investment earnings from these particular funds shall be used for the benefit of the Fund Members until such time as the Board deems that it is financially feasible to declare dividends or make other appropriate use for the benefit of the Members.

The Fund may provide for reinsurance of the Fund itself at a level to be determined by the Fund Board of Trustees in their sole discretion. The participation of the Fund Member shall at all times be on a nonassessable basis beyond the annual amount of contribution.

#### SECTION 5

#### SAFETY

##### 5.01 Regulations, Inspections and Reports

The undersigned Fund Member agrees to cooperate in instituting any and all reasonable safety regulations that may be recommended for the purpose of eliminating or minimizing hazards that may contribute to the workers' compensation losses. In the event that the recommendations submitted by the Fund seem unreasonable, the Fund Member has a right to appeal to the Board of Trustees. Fund Member agrees to comply with any safety program adopted by the Board of Trustees which is in accordance with any standard recognized nationally or statewide. Fund Member hereby consents to safety inspections to be made by Fund, and the making of written reports of Fund's findings to Fund Member and the State Workers' Compensation Commission or other relevant State agency. Fund Member hereby agrees to hold Fund harmless from any liability which

092

may arise as a result of any such report if such report is prepared pursuant to the request of any state or federal agency. Such safety inspections are for the benefit of the Fund exclusively, and not for Fund Member. Such safety inspections shall not relieve Fund Member of any duty it has under law to provide safety inspections.

## **SECTION 6**

### **MEMBER'S FUND COORDINATOR**

#### **6.01 Appointment and Notices**

The Fund Member agrees to appoint a workers' compensation coordinator for the Fund Member and that the Fund and TAC shall not be required to contact any other individual except this one person. Any notice to, or any agreements with, the workers' compensation coordinator shall be binding upon the Fund Member. The Fund Member reserves the right to change the coordinator from time to time by giving written notice to the Fund and to TAC.

## **SECTION 7**

### **CLAIMS FUNCTIONS**

#### **7.01 Claims Administration**

The Fund agrees to administer the payment, settlement and denial of, as appropriate, any and all claims for workers' compensation benefits after the notice of injury has been given, to prepare all forms required of the Fund by the relevant state agency, and to provide a defense. The Fund shall carry on all negotiations with the injured employee or such employee's attorney throughout all administrative and legal proceedings. If a personal appearance by employer or co-employee is necessary, the expense of this appearance shall be paid by the Fund Member. The Fund shall retain and supervise legal counsel in behalf of and at the expense of the Fund necessary for the prosecution or defense of any workers' compensation litigation. There will be safety engineering services provided by or arranged by the Fund for the Fund Members to assist them in following a plan of loss control that may result in reduced losses. TAC or its designee shall provide all of the services and perform the duties of the Fund under this contract as provided in a service contract entered into by and between TAC or its designee and the Fund on behalf of the Fund Member.

093



**7.02 Claims Information**

There shall be supplied to each Fund Member timely computer printouts involving a statement of claims, claims status, and activity reports cumulative for each Fund year.

**SECTION 8****AUTHORIZATIONS****8.01 Rating Forms and Data**

The Fund Member agrees to execute necessary authorization forms permitting the Fund and TAC to obtain from the Texas Department of Insurance the experience rating modification for the Fund Member if the Fund Member previously carried workers' compensation insurance. Upon any contract termination (or nonrenewal), the Fund Member agrees that the Fund may file with the relevant State Agency loss and payroll data pertaining to the Fund Member as used to develop experience and modification.

**SECTION 9****SUITS FOR BENEFITS****9.01 Defense and Settlement**

The undersigned Fund Member does hereby agree that any suits brought by one of its employees for benefits pursuant to the provisions of Chapter 504, *Labor Code, V.T.C.A.*, shall be defended in the name of the county by the counsel selected by the Fund. Full cooperation shall be extended to supply any information needed or helpful in such defense. The prerogative to settle, defend, or appeal such suits shall rest solely with the Fund with the advice of the Commissioners' Court or other appropriate governing body, if warranted, and, in accordance with usual procedures in the insurance industry in the settlement of workers' compensation claims.

**SECTION 10****FORWARDING DOCUMENTS TO FUND****094****10.01 Obligation to Promptly Forward Documents**

The Fund Member agrees to promptly forward to the Fund or its designee all documents (or copies if appropriate) in its possession which are relevant to any workers' compensation claim to be handled by the Fund. The Fund Member further agrees to promptly forward to the Fund or its designee all documents (or copies if appropriate) in

its possession which relate to any claim, lawsuit or proceeding brought by any third party, if the claim, lawsuit or proceeding concerns or involves the Fund Member's workers' compensation coverage under this Interlocal Participation Agreement.

## **SECTION 11**

### **BYLAWS AND BYLAWS AMENDMENTS**

#### **11.01 Bylaws and Changes to Bylaws Binding**

The Fund Member agrees to abide by the Bylaws of the Fund as adopted by the Board of Directors of the Texas Association of Counties. Any amendment to the Bylaws shall become binding on Fund Member upon its adoption unless it is in direct conflict with specific vested rights of Fund Member. The provisions of any amendment which alter accrued rights of a Member under this contract shall be effective on the tenth (10<sup>th</sup>) day after written notice of the provision has been served on Member, or otherwise as the parties may agree. If Fund Member objects to change affecting existing rights, Member may appeal the matter to the Board within ten (10) days of receipt of the notice. The effective date of the proposed change shall then be abated pending resolution of the matter by the Board.

## **SECTION 12**

### **AUDITS**

#### **12.01 Fund Arrangement for Annual Audit**

The Fund shall be annually audited by a certified public accounting firm, as arranged by the Fund.

## **SECTION 13**

### **EXTENT OF COVERAGE**

#### **13.01 Coverage only for Benefits**

The Fund Member agrees that it, and not the Fund, is responsible for any liabilities or payments in excess of the benefits regularly provided by the workers' compensation law, including, but not limited to, those incurred where the Fund Member discharges, coerces or otherwise discriminates against any employee in violation of the workers' compensation law, and nothing herein shall be construed to create an obligation of the Fund to provide a defense to claims or allegations of such violations in a lawsuit.

095

**SECTION 14**

**FAILURE OF PAYMENT**

**14.01 Suit Upon Failure to Pay**

Should the Fund Member fail to make the required quarterly payment hereunder, this Interlocal Participation Agreement may be cancelled or suit may be brought to collect any outstanding contributions due and payable to the Fund. The Fund Member agrees that in such a suit, Fund shall be entitled to reasonable attorney's fees, plus court costs.

**14.02 Termination Upon Failure to Pay**

In the event that the Fund Member fails or refuses to make the payments of contributions as herein provided, the Fund reserves the right to terminate such Fund Member by giving ten (10) days written notice and to collect any and all contributions that are earned pro-rata for the period preceding contract termination. If the Fund Member is terminated hereunder, the Fund Member shall not be entitled to any dividends developed and payable or that may become developed and declared for any period prior to the termination.

**SECTION 15**

**AMENDMENT OF THIS AGREEMENT**

**15.01 Amendment by Agreement or Other Provisions**

This Agreement shall not be amended or modified other than in a written agreement signed by the parties, or as otherwise provided under this Agreement.

**SECTION 16**

**MISCELLANEOUS**

**16.01 Eligibility of Fund Member**

The Fund may permit membership of any entity authorized by statute to participate in the Fund.

096

**16.02 Applicable Law**

This Agreement is entered into, and executed and is totally performable in the State of Texas, County of Travis, and all questions pertaining to its validity or construction shall be determined in accordance with the laws of the State of Texas.

16.03 Acts of Forbearance

No act of forbearance on the part of either party to enforce any of the provisions of this Agreement shall be construed as a modification of this Agreement nor shall the failure of any party to exercise any right or privilege herein granted be considered a waiver of such a right or privilege.


16.04 Effect of Partial Invalidity

In case any provision of this Agreement is held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of this Agreement.

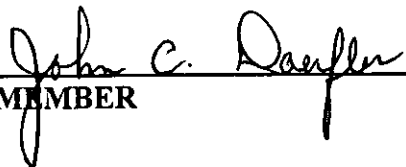
**EXECUTION**

IN WITNESS WHEREOF, we hereunto affix our signatures as of the date indicated below.

TEXAS ASSOCIATION OF COUNTIES  
WORKERS' COMPENSATION SELF-  
INSURANCE FUND

By:   
Sam D. Seale  
Executive Director, or authorized  
designee for Texas Association of  
Counties

Date: December 22, 1997

  
MEMBER

By: County Judge  
Title

Date: 1-13-98

**Member's Fund Coordinator**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

097

**INTERLOCAL PARTICIPATION AGREEMENT**  
**FOR**  
**TEXAS ASSOCIATION OF COUNTIES**  
**WORKERS' COMPENSATION SELF-INSURANCE FUND**

This agreement, entered into between the Texas Association of Counties Workers' Compensation Self-Insurance Fund (hereinafter called "Fund") and Williamson County (hereinafter called "Member") shall be effective as of the date hereinafter shown.

**RECITALS**

**WHEREAS**, the Fund is sponsored by the Texas Association of Counties (hereinafter called "TAC"), and the Fund was created to provide workers' compensation coverage for its Members pursuant to the provisions of Chapter 504, *Labor Code, V.T.C.A.*; Article 715c, *Rev. Civ. Stat. Ann.*; and Chapter 791, *Government Code, V.T.C.A.*; and

**WHEREAS**, in consideration of other Member counties and political subdivisions executing other interlocal participation agreements with the Fund, which need not be identical in form or content and in consideration of the provision of a plan of pooled self-insurance, as authorized in the above-referenced statutes, to obtain workers' compensation coverage through the economical method of pooled self-insurance; and

**WHEREAS**, Member, a Texas political subdivision, desires to take advantage of the benefits made available through the Fund; and

**WHEREAS**, the parties recognize that the Fund is a Workers' Compensation self-insurance fund authorized by statute and the coverage provided is not considered and does not constitute insurance under any Texas law, including the Texas Insurance Code nor under the common law;

**NOW, THEREFORE**, it is Agreed and Understood among the parties as follows:

098

W/C Board Approved 11/25/97  
LGL

---

SECTION 1PARTICIPATION1.01 Agreement to Participate

Fund Member hereby contracts to become a member of the Fund. THIS IS NOT A CONTRACT OF INSURANCE and Member does not and cannot hereby elect to create any contract of insurance.

1.02 Term of Agreement

The term of this Agreement shall commence on the 1st day of January, 1998, and shall continue in full force and effect for a period of one (1) year. This Agreement shall be automatically renewed annually for an additional one (1) year term without the necessity of any action by the parties other than the acceptance of any amendments to the coverage contract and rates. Either party may elect not to renew this Agreement by giving written notice at least thirty (30) days prior to the end of the original term or any renewal term.

1.03 Termination of Agreement

This Agreement may be terminated by either party by giving sixty (60) days written notice of intent to terminate the Agreement to the other party. Any notice of intent to terminate must be delivered by deposit in the U. S. Mail, certified, return receipt requested. The Fund may, in its discretion, permit any Member, upon Member's written request, to terminate the Agreement by giving to the Fund written notice of not less than sixty (60) days. The Fund may terminate the Fund Member with immediate effect for non-compliance with the provisions of this agreement or the bylaws of the Fund.

SECTION 2ADMINISTRATION2.01 Fund Administrator

The Texas Association of Counties (hereinafter referred to as "TAC") or its designee, is the administrator of the Fund. All communications and correspondence relative to the Fund shall be addressed unless notified of a change of address, to TAC as follows:

Texas Association of Counties  
Workers' Compensation Self-Insurance Fund  
P. O. Box 2131  
Austin, Texas 78768

099

**SECTION 3****MEMBER CONTRIBUTION****3.01 Annual Estimated Payroll**

An annual estimated payroll, by payroll classifications of the Fund Member, shall be submitted by the Fund Member to TAC no later than sixty (60) days prior to the first day of the Fund year. It is understood that the annual estimate shall be adjusted at the end of each Fund year to reflect the actual payroll on the books of the Fund Member. The Fund year shall be from January 1 to December 31.

**3.02 Contribution determination**

The Fund Member agrees to pay into the Fund a contribution amount determined in accordance with subparagraph (a) or (b), and (c) as follows:

(a) the contribution amount shall be equal to the premium payable as a manual premium for a workers' compensation insurance policy except as modified hereunder. The manual premium shall be computed by using as a guide the rates promulgated and payroll classifications established for use in workers' compensation insurance by the Texas Department of Insurance. The amount adduced using the above formula shall be modified by the "experience modifier", computed in accordance with the Texas Experience Rating Plan Manual or other experience rating plan approved by the Board, applicable to the Fund Member. An initial experience modifier shall be applicable, if the Fund Member previously was insured by a policy of workers' compensation insurance and earned an "experience modifier" for the current policy year. The "initial experience modifier", if applicable to the Fund Member, shall be the same as the "experience modifier" earned while insured under a policy of workers' compensation insurance. Should the Fund Member not have earned an "experience modifier", the premium produced by using the rates promulgated and payroll classifications established by the Texas Department of Insurance shall be the annual amount of contribution due and payable to the Fund until an "experience modifier" is earned. If an experience modifier has not been earned, the Fund, using the prospective Fund Member's loss experience and payroll exposure data on file with the Texas Department of Insurance, may compute a modifier in accordance with the Experience Rating Plan Manual or other plan as approved by the Board. Should the Fund Member not have earned an experience modifier and verifiable loss/payroll data is not available to calculate one, the premium produced by using the rate promulgated and payroll classifications established by the Texas Department of Insurance shall be the amount of contribution due and payable to the Fund.

(b) The Fund may, at any time, as an alternative method of determining the contribution amount, adopt a rate plan based upon the experience of the Fund and/or its members, or upon other factors.

(c) Once the annual amount of contribution due is determined less any TAC discount, if applicable, the Fund Member shall pay such amount in advance quarterly, with the four (4) payments due upon receipt of invoices. It is understood by the Fund Member that the annual payment of contributions may be altered on an interim basis as a result of increased benefit levels mandated pursuant to the Texas Workers' Compensation Act or other adjustments in the law.

If the contribution amount is determined under subparagraph (a) herein, any alteration of the annual amount of contributions shall be predicated on the rates and payroll classifications of the Texas Department of Insurance. All contributions due hereunder shall be payable to the Fund at the offices of TAC.

### 3.03 Estimated Contribution

The estimated annual amount of contribution for the Fund Members shall be based upon payroll estimates and shall be payable as provided in No. 4 above. At the end of each and every Fund year there shall be submitted by the Fund Member actual payrolls as reflected by the books and records of the Fund Member. Actual payrolls shall be submitted no later than thirty (30) days after the end of the Fund year. Any additional amounts of contribution payable shall be billed and overpayment adjusted by refund to the Fund Member. The Fund reserves the right to audit the payroll records of any Fund Member.

### 3.04 Experience Modifier

The Fund shall calculate and furnish each Fund Member its individual experience modifier, when earned, in accordance with the provisions of the applicable experience rating plan as approved by the Board.

### 3.05 Department Rates as Guide

In order to have an orderly and well understood basis for contributions to the Fund, unless another plan is adopted by the Fund's Board of Trustees under the Fund Bylaws, the current plans and further amendments with respect to workers' compensation rates and premiums of the Texas Department of Insurance are hereby adopted as a guide, but by such adoption it is recognized that the rating structure promulgated by the Texas Department of Insurance is not applicable to self-insurance, and there is no intention to bestow rating authority over this plan of self-insurance upon the Texas Department of Insurance. Any reference at any time in this contract to an insurance term not ordinarily a part of self-insurance shall be deemed for convenience only and is not to be construed as

101



being contrary to the self-insurance concept except where the context clearly indicates no other possible interpretation, such as, but not limited to, reference to the term "reinsurance".

#### **SECTION 4**

#### **REINSURANCE**

##### **4.01 Provision of Reinsurance**

The Fund agrees that it shall endeavor to maintain an aggregate stop loss reinsurance treaty and/or reserves sufficient to assure that the incurred, fully developed losses and expenses for the total Fund shall not exceed the contributions paid and payable by the Fund Members into this Fund. The Fund Member has no joint or several liability other than the maximum annual contribution payable by the Fund Member. Any savings to the Fund resulting from overall loss experience shall be available for dividend credit, or other appropriate use for the benefit of the Members, as determined by the Board of Trustees (hereinafter referred to as "Board") from time to time. The Fund shall invest any and all funds that are on deposit with the Fund and the investment earnings from these particular funds shall be used for the benefit of the Fund Members until such time as the Board deems that it is financially feasible to declare dividends or make other appropriate use for the benefit of the Members.

The Fund may provide for reinsurance of the Fund itself at a level to be determined by the Fund Board of Trustees in their sole discretion. The participation of the Fund Member shall at all times be on a nonassessable basis beyond the annual amount of contribution.

#### **SECTION 5**

#### **SAFETY**

##### **5.01 Regulations, Inspections and Reports**

The undersigned Fund Member agrees to cooperate in instituting any and all reasonable safety regulations that may be recommended for the purpose of eliminating or minimizing hazards that may contribute to the workers' compensation losses. In the event that the recommendations submitted by the Fund seem unreasonable, the Fund Member has a right to appeal to the Board of Trustees. Fund Member agrees to comply with any safety program adopted by the Board of Trustees which is in accordance with any standard recognized nationally or statewide. Fund Member hereby consents to safety inspections to be made by Fund, and the making of written reports of Fund's findings to Fund Member and the State Workers' Compensation Commission or other relevant State agency. Fund Member hereby agrees to hold Fund harmless from any liability which

**102**

may arise as a result of any such report if such report is prepared pursuant to the request of any state or federal agency. Such safety inspections are for the benefit of the Fund exclusively, and not for Fund Member. Such safety inspections shall not relieve Fund Member of any duty it has under law to provide safety inspections.

## **SECTION 6**

### **MEMBER'S FUND COORDINATOR**

#### **6.01 Appointment and Notices**

The Fund Member agrees to appoint a workers' compensation coordinator for the Fund Member and that the Fund and TAC shall not be required to contact any other individual except this one person. Any notice to, or any agreements with, the workers' compensation coordinator shall be binding upon the Fund Member. The Fund Member reserves the right to change the coordinator from time to time by giving written notice to the Fund and to TAC.

## **SECTION 7**

### **CLAIMS FUNCTIONS**

#### **7.01 Claims Administration**

The Fund agrees to administer the payment, settlement and denial of, as appropriate, any and all claims for workers' compensation benefits after the notice of injury has been given, to prepare all forms required of the Fund by the relevant state agency, and to provide a defense. The Fund shall carry on all negotiations with the injured employee or such employee's attorney throughout all administrative and legal proceedings. If a personal appearance by employer or co-employee is necessary, the expense of this appearance shall be paid by the Fund Member. The Fund shall retain and supervise legal counsel in behalf of and at the expense of the Fund necessary for the prosecution or defense of any workers' compensation litigation. There will be safety engineering services provided by or arranged by the Fund for the Fund Members to assist them in following a plan of loss control that may result in reduced losses. TAC or its designee shall provide all of the services and perform the duties of the Fund under this contract as provided in a service contract entered into by and between TAC or its designee and the Fund on behalf of the Fund Member.

7.02 Claims Information

There shall be supplied to each Fund Member timely computer printouts involving a statement of claims, claims status, and activity reports cumulative for each Fund year.

**SECTION 8****AUTHORIZATIONS**8.01 Rating Forms and Data

The Fund Member agrees to execute necessary authorization forms permitting the Fund and TAC to obtain from the Texas Department of Insurance the experience rating modification for the Fund Member if the Fund Member previously carried workers' compensation insurance. Upon any contract termination (or nonrenewal), the Fund Member agrees that the Fund may file with the relevant State Agency loss and payroll data pertaining to the Fund Member as used to develop experience and modification.

**SECTION 9****SUITS FOR BENEFITS**9.01 Defense and Settlement

The undersigned Fund Member does hereby agree that any suits brought by one of its employees for benefits pursuant to the provisions of Chapter 504, *Labor Code*, *V.T.C.A.*, shall be defended in the name of the county by the counsel selected by the Fund. Full cooperation shall be extended to supply any information needed or helpful in such defense. The prerogative to settle, defend, or appeal such suits shall rest solely with the Fund with the advice of the Commissioners' Court or other appropriate governing body, if warranted, and, in accordance with usual procedures in the insurance industry in the settlement of workers' compensation claims.

**SECTION 10****FORWARDING DOCUMENTS TO FUND****104**10.01 Obligation to Promptly Forward Documents

The Fund Member agrees to promptly forward to the Fund or its designee all documents (or copies if appropriate) in its possession which are relevant to any workers' compensation claim to be handled by the Fund. The Fund Member further agrees to promptly forward to the Fund or its designee all documents (or copies if appropriate) in

its possession which relate to any claim, lawsuit or proceeding brought by any third party, if the claim, lawsuit or proceeding concerns or involves the Fund Member's workers' compensation coverage under this Interlocal Participation Agreement.

## **SECTION 11**

### **BYLAWS AND BYLAWS AMENDMENTS**

#### **11.01 Bylaws and Changes to Bylaws Binding**

The Fund Member agrees to abide by the Bylaws of the Fund as adopted by the Board of Directors of the Texas Association of Counties. Any amendment to the Bylaws shall become binding on Fund Member upon its adoption unless it is in direct conflict with specific vested rights of Fund Member. The provisions of any amendment which alter accrued rights of a Member under this contract shall be effective on the tenth (10<sup>th</sup>) day after written notice of the provision has been served on Member, or otherwise as the parties may agree. If Fund Member objects to change affecting existing rights, Member may appeal the matter to the Board within ten (10) days of receipt of the notice. The effective date of the proposed change shall then be abated pending resolution of the matter by the Board.

## **SECTION 12**

### **AUDITS**

#### **12.01 Fund Arrangement for Annual Audit**

The Fund shall be annually audited by a certified public accounting firm, as arranged by the Fund.

## **SECTION 13**

### **EXTENT OF COVERAGE**

#### **13.01 Coverage only for Benefits**

The Fund Member agrees that it, and not the Fund, is responsible for any liabilities or payments in excess of the benefits regularly provided by the workers' compensation law, including, but not limited to, those incurred where the Fund Member discharges, coerces or otherwise discriminates against any employee in violation of the workers' compensation law, and nothing herein shall be construed to create an obligation of the Fund to provide a defense to claims or allegations of such violations in a lawsuit.

**SECTION 14****FAILURE OF PAYMENT****14.01 Suit Upon Failure to Pay**

Should the Fund Member fail to make the required quarterly payment hereunder, this Interlocal Participation Agreement may be cancelled or suit may be brought to collect any outstanding contributions due and payable to the Fund. The Fund Member agrees that in such a suit, Fund shall be entitled to reasonable attorney's fees, plus court costs.

**14.02 Termination Upon Failure to Pay**

In the event that the Fund Member fails or refuses to make the payments of contributions as herein provided, the Fund reserves the right to terminate such Fund Member by giving ten (10) days written notice and to collect any and all contributions that are earned pro-rata for the period preceding contract termination. If the Fund Member is terminated hereunder, the Fund Member shall not be entitled to any dividends developed and payable or that may become developed and declared for any period prior to the termination.

**SECTION 15****AMENDMENT OF THIS AGREEMENT****15.01 Amendment by Agreement or Other Provisions**

This Agreement shall not be amended or modified other than in a written agreement signed by the parties, or as otherwise provided under this Agreement.

**SECTION 16****MISCELLANEOUS****16.01 Eligibility of Fund Member**

The Fund may permit membership of any entity authorized by statute to participate in the Fund.

**16.02 Applicable Law**

This Agreement is entered into, and executed and is totally performable in the State of Texas, County of Travis, and all questions pertaining to its validity or construction shall be determined in accordance with the laws of the State of Texas.

**106**

16.03 Acts of Forbearance

No act of forbearance on the part of either party to enforce any of the provisions of this Agreement shall be construed as a modification of this Agreement nor shall the failure of any party to exercise any right or privilege herein granted be considered a waiver of such a right or privilege.

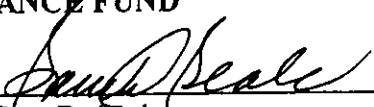
16.04 Effect of Partial Invalidity

In case any provision of this Agreement is held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of this Agreement.

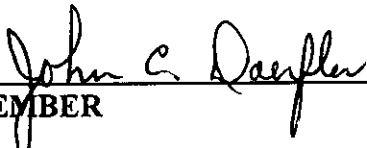
**EXECUTION**

IN WITNESS WHEREOF, we hereunto affix our signatures as of the date indicated below.

TEXAS ASSOCIATION OF COUNTIES  
WORKERS' COMPENSATION SELF-  
INSURANCE FUND

By:   
Sam D. Seale  
Executive Director, or authorized  
designee for Texas Association of  
Counties

Date: DEC 22 1997

  
MEMBER

By: County Judge  
Title

Date: 1-13-98

**Member's Fund Coordinator**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

107

AGENDA ITEM # 12

January 13, 1998

\*

Consider approving pay increase for EMS relief personnel.

Williamson County Human Resources Director John Willingham addressed the court advising statewide posting for 4 vacant positions, receiving 29 applications with 7 being interviewed and only 2 being deemed possibilities for hiring.

Mr. Willingham recommended some of the positions be up-graded.

He advised our entry level of \$26,000.00 being raised to \$26,800.00 after introductory period, was \$4,000.00 below the going rate in comparable counties. Our over-time rate was approximately \$10,000.00 a year behind comparable rates.

Mr. Willingham recommended addressing the straight salary rate now and the over-time within the next two months. He also recommended all paramedics salaries be increased 1 to 3 steps and relief paramedics be raised from \$6.50 per hour to \$7.50 per hour.

EMS Director John Sneed estimates his yearly revenue will more than off-set any salary increases, including over-time.

Commissioner Heiligenstein felt this county was over-due for a salary review.

Judge Doerfler announced this item will be added to the agenda for January 20, 1998.

< Clerk copy here >

AGENDA ITEM # 13January 13, 1998\*Discuss and take appropriate action on EMS salary changes.

After much discussion Judge Doerfler announced this item will be added to the agenda for January 20, 1998.

AGENDA ITEM # 14January 13, 1998\*Discuss and take appropriate action on extending sick leave time for Juvenile Services Employee for 30 days.

Juvenile Services Director Charley Skaggs informed the court of a holiday accident involving the husband of one of his employees in which he crushed 2 neck vertebra and was initially paralyzed. He will probably be hospitalized with therapy for another 3 months.

The county employee will be working 2 or 3 days a week but is required to attend the therapy sessions in order to assist with the therapy when the husband is allowed to return home.

Since the employee began working for the county in 1997, she has already used up all her allotted sick and vacation time. Mr. Skaggs informed the court he had several employees who were willing to donate a portion of their sick time.

Commissioner Mehevec informed the court he and probably many other county employees would be willing to donate money to this family in lieu of sick leave extension.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To extend sick leave time for Juvenile Services employee for 30 days.

Vote: Motion carried 3 - 2 with Commissioners Heiligenstein and Mehevec voting against the motion.

AGENDA ITEM # 15January 13, 1998\*Consider authorizing advertising and setting date to open bids for storage expansion at Justice Center.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To authorize advertising 10 a.m. on March 10, 1998, to open bids for storage expansion at Justice Center.

Vote: Motion carried 5 - 0

109

AGENDA ITEM # 16January 13, 1998\*Discuss and take any appropriate action on offer from TxDOT on northerly extension of Loop 1 to State Highway 45.

Commissioner Heiligenstein advised the agenda item should have read "on extension of Loop 1 north of State Highway 45".

Moved: Commissioner Heiligenstein

Seconded: Commissioner Hays

Motion: If Texas Department of Transportation determines Loop 1 needs to be extended north of State Highway 45 and funds the project Williamson County will purchase the necessary right-of-way.

Vote: Motion carried 5 - 0



AGENDA ITEM # 17

January 13, 1998

\*

Consider authorizing for proposals for engineering for the following county roads:

County Roads 143, 245, 122, 113, 110, 200, 214, 111, Northridge Acres, Morris Road and possibly Meister Lane.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To authorize advertising 10 o'clock a.m. on February 17, 1998, to receive engineering proposals for the following county roads:

County Roads 143, 245, 122, 113, 110, 200, 214, 111, Northridge Acres, Morris Road and possibly Meister Lane.

Vote: Motion carried 5 - 0

< Clerk copy here >

VOL 0094 PAGE 803

DAVID S. HAYS  
WILLIAMSON COUNTY COMMISSIONER  
PRECINCT 3

1900 GEORGETOWN INNER LOOP, SUITE C  
GEORGETOWN, TEXAS 78626-6339

GEORGETOWN: 512/863-4390  
AUSTIN: 512/930-3270  
FAX: 512/930-4462

January 14, 1998

William C. Garbade, P.E.  
Austin District Engineer  
Texas Department of Transportation  
P.O. Drawer 15426  
Austin, Texas 78761-5426

Re: Study of Loop 1 extension, north of SH 45

Dear Mr. Garbade;

Yesterday, the Williamson County Commissioners Court voted unanimously to support additional study of the feasibility of extending Loop 1 north of SH 45. Further, the Court agreed that the County would acquire the right-of-way necessary for the roadway, should the TxDOT study support the extension.

We look forward to working with the Department and assisting in whatever manner possible to work toward less congested, safer roadways in Williamson County.

Sincerely,

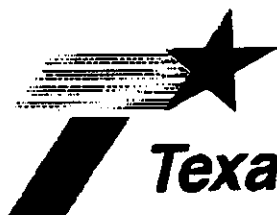


David S. Hays  
Commissioner Precinct 3

cc: John Doerfler  
Mike Heiligenstein

111

VOL 0094 PAGE 804



# Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

December 2, 1997

Commissioner David Hays  
Precinct 3, Williamson County  
1900 Georgetown Inner Loop, Suite C  
Georgetown, Texas 78626-6339

SH 45/LP 1

SH 45 From West of US 183 to FM 685

LP 1 From FM 734 to SH 45

Dear Commissioner Hays:

In response to your letter dated November 21, 1997 we offer the following comments. In your letter you request that the Loop 1, North study currently underway be expanded to include possible alternative routes north of SH 45.

We currently have a contract with the consulting firm of Turner Collie and Braden to study the extension of Loop 1, North to SH 45. This study could be expanded to include a preliminary feasibility study to determine whether it is viable to extend Loop 1 north of SH 45. It should be noted that any addition to the scope of services would extend the existing schedule of the Loop 1 contract. However, before we proceed with this addition to the contract, we need to be assured that we have the complete support of Williamson County.

As you are aware, this section of Loop 1 is not on the Austin Transportation Study's (ATS) Long Range Transportation Plan (LRTP). If it is determined that the Loop 1 extension north of SH 45 is a viable alternative, this section would need to be added to the ATS LRTP.

This study will have major repercussions on the existing SH 45/Loop 1 schedule as well as potential funding issues. Consequently, we ask that Williamson County partner with the state for the Loop 1 section north of SH 45, should it be determined that this section is a viable alternative by:

- agreeing to provide all needed right of way, free and clear to the state, and
- provide all the required utility adjustments.

*find out what the repercussions are & let me know.*  
*Barry*

VOL 0094 PAGE 805

Commissioner Hays

Page 2

December 2, 1997

This will allow us to proceed with confidence of your support. If you have any questions please do not hesitate to call Robert Stuard at 832-7040 or Joseph Carrizales at 832-7094.

I look forward to your response.

Sincerely,



William C. Garbade, P.E.  
Austin District Engineer

WCG/jgc

cc: Commissioner Mike Heiligenstein  
Sharon Barta, P.E.  
Robert Sutton, P.E.

113

**MIKE HEILIGENSTEIN**  
County Commissioner  
Precinct 1, Williamson County

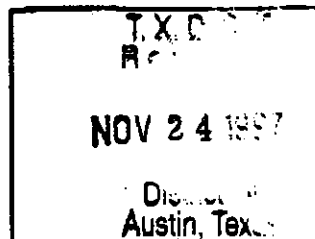


211 COMMERCE BLVD. #7  
ROUND ROCK, TEXAS 78664

(512) 244-2359  
244-2433

November 21, 1997

Mr. William C. Garbade, District 14 Engineer  
Texas Department of Transportation  
7901 N. Interregional Highway  
Post Office Drawer 15426  
Austin, Texas 78761-5426



Dear Bill:

Please accept this as notice that the Commissioners of Precincts 1 and 3 of Williamson County Texas are requesting that the study of the Loop One North extension be expanded to include possible alternative routes north of its intersection of the future SH 45.

This request is necessitated by the tremendous growth in the area north of FM 620 and the current absence of a viable north/south route that could relieve traffic congestion on neighborhood roadways as well as give our citizens an alternative to IH 35. Given that Williamson County opposes the opening of Wyoming Springs North as a major arterial, any opportunity to find a route west of Round Rock and east of Parmer Lane would be beneficial.

Sincerely,

*Mike Heiligenstein*

Mike Heiligenstein  
Williamson County Commissioner  
Precinct One

*David Hays*

David Hays,  
Williamson County Commissioner  
Precinct Three

DE  
DPE  
DCE  
DME  
DTE  
DOA  
DDE  
ROW  
ACCT  
PIO  
IR  
AA  
AE

1	h
2	R
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	

FILE

114

NOV 25 1997

VOL 0094 PAGE 806

JOE M. ENGLAND, P.E.  
COUNTY ENGINEER



1900 Georgetown Inner Loop, Suite B  
Georgetown, Texas 78626  
Telephone (512) 930-3330  
Fax (512) 930-3335

VOL 0094 PAGE 807

Williamson County  
Unified Road System

MEMORANDUM

Date: December 5, 1997  
From: Joe M. England, P.E.  
To: John Doerfler, Judge  
Mike Heiligenstein, Commissioner Pct. 1  
Greg Boatright, Commissioner Pct. 2  
David Hays, Commissioner Pct. 3  
Jerry Mehevec, Commissioner Pct. 4  
Greg Bergeron, Road Administrator  
Subject: Proposed Road Construction Projects

It has come to my attention that we may be able to use approximately \$1,500,000.00 from cash ending balance.

The following roads were previously submitted to you for approval:

1.	CR 143	2.0 miles	\$ 145,728.00
2.	CR 245	4.5 miles	\$ 377,888.00
3.	CR 122	2.1 miles	\$ 153,014.00
4.	CR 113	2.0 miles	\$ 145,728.00
5.	CR 110	1.4 miles	\$ 102,009.00
6.	CR 200	7.0 miles	\$ 510,048.00
7.	CR 214	3.3 miles	\$ 240,451.00
8.	CR 111	1.2 miles	\$ 87,436.00
9.	Northridge Acres	0.8 miles	\$ 68,310.00

TOTAL 25.0 miles \$1,830,612.00

The dollar amount shown reflects only material cost associated with our forces reconstructing the same product that currently exist on the ground.

It is my recommendation that these projects be broken into following phases; surveying/engineering, right-of way acquisition, utility relocation, and construction/inspection. I further recommend that the surveying/engineering phase of all of these projects be awarded to outside firms with staff acting as project management. Once the surveying/engineering is complete a more accurate estimate can be made on the time and cost associated with the following phases. It may become apparent that not all of these projects may be able to be constructed with the remaining funds, however, we would have construction drawings available along with a hard estimate for future funding.

Please modify this list should there need to be any additions or deletions. The final list should be approved by the Commissioners' Court in a prioritized form. Should you have any questions, please call me.

STREET	VOLUME
CR 143	383
CR 245	920
CR 122	817
CR 113	1115
CR 110	658
CR 200	2019
CR 214	1489
CR 111	717
NORTHRIDGE	N/A
MORRIS	2136

*Master Lane*

AGENDA ITEM # 18

January 13, 1998

\*

Consider awarding, rejecting or extending proposal for electronic monitoring.

Assistant County Auditor Bob Space recommended awarding electronic monitoring to low bidder Correctional Security Services at \$365.00 per day. Mr. Space advised the two late proposals were not considered.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

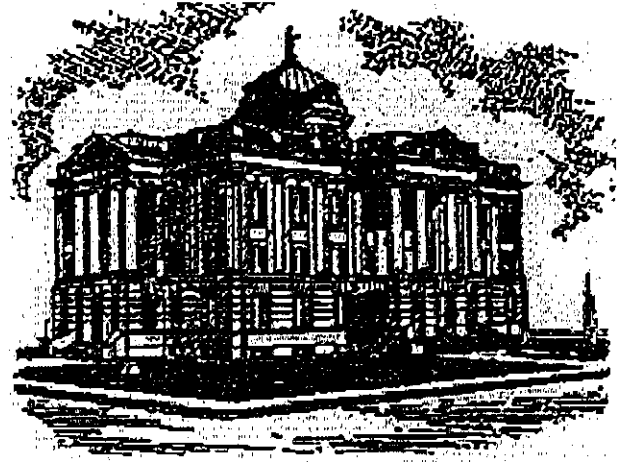
Motion: To award electronic monitoring to Correctional Security Services and reject the two proposals which were received late.

Vote: Motion carried 5 - 0

< Clerk copy here >

**WILLIAMSON COUNTY AUDITOR'S OFFICE  
PURCHASING DEPARTMENT  
710 MAIN STREET, SUITE 303  
GEORGETOWN, TEXAS 78626**

<http://www.williamson-county.org/Procurement>



## **INVITATION FOR PROPOSALS**

This PROPOSAL Packet Includes:

- |    |   |                |
|----|---|----------------|
| 1. | <b>Official Proposal Form for Williamson County</b> | Page 2         |
| 2. | Bidder Instructions / Requirements                  | Pages 3 thru 6 |
| 3. | Legal Notice  | Page 7         |
| 4. | Bid Check List                                      | Page 8         |
| 5. | Proposal Specification(s)                           | "Attachment"   |



VOL 0094 PAGE 810

## WILLIAMSON COUNTY PROPOSAL FORM

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Bid Invitation, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: Correctional Security Services (C.S.S.)Mailing Address: P.O. Box 64064City: Lubbock State: TX Zip: 79464Telephone: ( 800 ) 658-2054 Fax: ( 800 ) 687-2774

C. Ray Dunn Date of Bid: January 6, 1998  
Signature of Person Authorized to Sign Bid

Name and Title of Signer: C. Ray Dunn C.E.O.  
(Please Print or Type)

## PLEASE COMPLETE THE FOLLOWING:

Prompt Payment Discount: \_\_\_\_\_% \_\_\_\_\_days. (If no discount is offered, Net 30 will apply.)  
[ ] Bidding on "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)  
[x] Bidding on low item basis. (Will accept award on "any or all" low bid items.)  
List Additional Limitations if applicable: \_\_\_\_\_

**DO NOT SIGN OR SUBMIT THIS FORM**  
**WITHOUT READING ENTIRE DOCUMENT**

118

---

**WILLIAMSON COUNTY  
PURCHASING DEPARTMENT**

---

**FORMAL INVITATION FOR PROPOSALS  
CONTRACT: ELECTRONIC MONITORING SERVICE FOR CSCD**

---

**PROPOSAL NUMBER: 98WC502****PROPOSAL OPENING DATE & TIME: JANUARY 6, 1998 - 10:00 AM**

---

PROPOSALS must be received in the Williamson County Auditor's Office prior to 10:00 AM on Tuesday, January 6, 1998. At which time the PROPOSALS will be opened in the Commissioners' Courtroom on the 2nd floor of the County Courthouse. PROPOSALS received after that time will not be opened and will be considered void and unacceptable. As to each item bid, the Court may either reject all PROPOSALS or award a contract to the lowest and best PROPOSAL.

SEALED PROPOSALS may be hand-delivered to:  
Williamson County Auditor's Office  
Third (3rd) floor, Suite 303  
Williamson County Courthouse (on the square)  
710 Main St., Georgetown, Texas

**OR**

SEALED PROPOSALS may be mailed to:  
Williamson County Auditor's Office  
Ginny Atkinson - Purchasing  
710 Main St. - Suite 303  
Georgetown, Texas 78626

**ALL PROPOSALS MUST BE SUBMITTED ON THE FORMS PROVIDED IN THIS BID DOCUMENT.**

**ALL INFORMATION REQUIRED BY THE PROPOSAL FORM MUST BE FURNISHED OR THE PROPOSAL MAY BE DEEMED NON RESPONSIVE. WHERE THERE IS AN ERROR IN THE EXTENSION OF PRICE, THE UNIT PRICE SHALL GOVERN.**

**ALL PROPOSALS MUST BE SUBMITTED IN TRIPLICATE (1 ORIGINAL COMPLETE PROPOSAL SET & 2 COPIES).**

**ALL PROPOSALS MUST BE RETURNED IN A SEALED ENVELOPE, MARKED WITH THE PROPOSAL NAME, PROPOSAL NUMBER, AND PROPOSAL OPENING DATE & TIME.**

**FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

**119**

1. It is the intent of the Commissioners' Court to award contracts separately for each item, for each department and for each distinct geographical area served by a department. However, any bidder who wishes to restrict his PROPOSAL to particular departments or areas must expressly do so. For purposes of this notice, each Commissioner of Justice Precinct is a separate department.

(1) Unless the PROPOSAL received expressly states that the bidder will accept only the award of all items bid, each item in the PROPOSAL will be considered separately and will be rejected or awarded on a low item basis.

(2) Unless the PROPOSAL expressly states that the bidder will accept only an award for the entire county government, contracts will be awarded separately for the requirements of each county department to the bidder who is lowest and best for that individual department.

(3) Similarly, unless the notice or PROPOSAL expressly states otherwise, PROPOSALS will be considered separately for each distinct geographic area served by each department and will be awarded to the lowest and best bidder who can provide service to the department in that particular area. The definition of these geographic areas, unless expressly stated in this notice or the PROPOSAL, shall be at the discretion of Commissioners' Court at the time a PROPOSAL is awarded.

2. No more than one PROPOSAL will be awarded for any item for a single department and area. All PROPOSALS may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best PROPOSAL.
3. All of the items listed are to be bid Free On Board<sup>®</sup> to final destination (FOB DESTINATION) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Invitation to Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.
4. All of the items listed are to be bid on a "per unit" basis, stating a firm price per unit or unit quantity of each item bid. This price must be good from the date of PROPOSAL opening for a fixed period of time. Unless the PROPOSAL expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 1998. PROPOSALS which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best Proposal, but for no longer than the current fiscal year.
5. At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty four (24) months, with the terms and conditions remaining the same; and with a price escalation at renewal time each year of no more than the consumer price index for that year. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the Contractor may elect to terminate this agreement, with no additional liability to the County. The County and the Contractor agree that termination shall be the Contractors sole remedy under this circumstance.
6. The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County will not be obligated to purchase any minimum amount, and it may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the PROPOSAL.
7. It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all PROPOSALS for any or all materials and/or services covered in this PROPOSAL request, and to waive informalities or defects in the PROPOSAL or to accept such PROPOSAL it shall deem to be in the best interest of Williamson County.
8. Awards should be made approximately four (4) weeks after the Proposal opening date. To obtain results, or if you have any questions, please contact Ginny Atkinson at (512) 930-4418.
9. Funding: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 1997/ September 30, 1998 fiscal year.

10. **Late PROPOSAL:** PROPOSALS received after submission deadline shall be unopened and will be considered VOID AND UNACCEPTABLE. Williamson County is not responsible for lateness of mail, carrier, etc.
  11. **Altering PROPOSAL:** PROPOSALS cannot be altered or amended after submission deadline.
  12. **Sales Tax:** Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.
  13. **Contract:** This PROPOSAL, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County. No different or additional terms will become part of this contract.
  14. **Changes:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various PROPOSAL Packages and/or PROPOSAL Instructions/Requirements.
  15. **Delivery Times and Locations:** The commodity and/or service covered by this PROPOSAL shall be as stated in the various PROPOSAL Packages.
  16. **Payments:** Payment shall be made by check from the County upon satisfactory delivery and acceptance of items and submission of the invoice to the ordering department. For purposes of payment discounts, time will begin upon satisfactory delivery of goods and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by the County prior to contract award. As a minimum, invoices shall include:
    - (1) Name, address, and telephone number of Contractor and similar information in the event the payment is to be made to a different address
    - (2) County contract, Purchase Order, and/or delivery order number
    - (3) Identification of items or service as outlined in the contract
    - (4) Quantity or quantities, applicable unit prices, total prices, and total amount
    - (5) Any additional payment information which may be called for by the contract
- Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department:  
Julie Hillhouse, 930-4323 or Donna McKittrick, 930-4359.
17. **Conflict of Interest:** No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.
  18. **Ethics:** The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.
  19. **Minimum Standards for Responsible Bidders:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
    - a. have adequate financial resources, or the ability to obtain such resources as required;
    - b. be able to comply with the required or proposed delivery schedule;
    - c. have a satisfactory record of performance;
    - d. be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. References: Williamson County requests bidder to supply with this PROPOSAL, a list of at least **three (3) references** where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.
21. Bidder shall: provide with this PROPOSAL response, all documentation required by this PROPOSAL. Failure to provide this information may result in rejection of the PROPOSAL.
22. Termination for Default: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.
23. Contract Administration: Under this contract, Ginny Atkinson, Williamson County Auditor's Office, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioners Court and the successful bidder.
24. Purchase Order: A purchase order(s) shall be generated by Williamson County to the successful bidder as products and/or services are required. The purchase order number must appear on all itemized invoices and/or request for payment.
25. Silence of Specifications: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
26. Proposals MUST BE: legible and of a quality that can be reproduced.
27. PROPOSAL forms that are included in PROPOSAL packages shall be used. **CHANGES to PROPOSAL forms made by bidders shall DISQUALIFY THE PROPOSAL.** Exceptions to the PROPOSAL forms and or specifications shall be made on an **attachment** to the PROPOSAL package. Call Ginny Atkinson (512) 930-4418 for explanation if exceptions are needed.

FOR DETAILED SPECIFICATIONS AND QUESTIONS RELATING TO THE PROPOSAL PROCESS, CONTACT GINNY ATKINSON AT (512) 930-4418.

► TECHNICAL QUESTIONS CAN BE ANSWERED BY CALLING RICK ZINSMEYER AT (512) 930-4362.

**PUBLIC NOTICE  
WILLIAMSON COUNTY  
INVITATION FOR PROPOSALS**

The Williamson County Commissioners Court invites the submission of sealed PROPOSALS for:

**ELECTRONIC MONITORING SERVICE FOR WILLIAMSON COUNTY COMMUNITY SUPERVISION &  
CORRECTIONAL DEPARTMENT (CSCD)**

Sealed PROPOSALS will be publicly opened in the County Commissioners Court Room, 2nd Floor, Williamson County Courthouse, Georgetown, Texas on Tuesday, January 6, 1998 at 10:00 AM.

PROPOSALS received after the above stated date and time will automatically be rejected.

Detailed specifications may be obtained by calling Ginny Atkinson at (512) 930-4418 or by visiting the Williamson County Procurement web site.

<http://www.williamson-county.org/Procurement>

The Williamson County Commissioners Court reserves the right to accept the lowest and best PROPOSAL as deemed by the Court, or reject any and/or all PROPOSALS.

Issued by order of the Williamson County Commissioners Court on November 24, 1997. John C. Doerfler, County Judge.

VOL 0094 PAGE 816

**PROPOSAL CHECK LIST**

Please check the following prior to sealing and submitting your bid/proposal.

1. Official Williamson County Proposal Form Completed, signed, and enclosed?

YES ☒ NO ☐

2. All proposal specification sheets completed (including company name at bottom of each sheet) and attached?

YES ☒ NO ☐

3. Have you included three (3) complete proposal sets (1 original & 2 copies) as required?

YES ☒ NO ☐

4. Have you written the name of your business on the front of the sealed envelope?

YES ☒ NO ☐

5. Have you written the proposal name, proposal number, and proposal opening date & time on the front of the sealed envelope?

YES ☒ NO ☐

124

**REQUEST FOR PROPOSALS  
ELECTRONIC MONITORING SERVICE FOR  
WILLIAMSON COUNTY COMMUNITY SUPERVISION & CORRECTIONS DEPT.**

The Williamson County CSCD is soliciting proposals for Electronic Monitoring Services. The Department currently has an average daily electronic monitoring population of 50 offenders. The existing contractor also provides services to the Juvenile Probation Department through the CSCD's existing contract. The successful proposer may anticipate serving a varying daily population of 50 to 60 juvenile and adult offenders.

The CSCD may elect to award multi year contracts for electronic monitoring services. The contract shall contain all language as required by TDCJ-CJAD.

The Department will also accept and consider proposals for systems utilizing satellite tracking of individuals through Global Positioning System technology.

The Department may elect to award proposals to more than one company, for different types of tracking technology.

**STANDARDS FOR SERVICE:**

The electronic monitoring system shall utilize the most current available equipment with radio frequency transmission. The system must verify the offenders presence at the location directed by the Court and/or the community supervision officer, and be equipped with tamper resistant instruments.

The proposer shall maintain replacement parts adequate for the proper provision of on call service. The proposer shall maintain and replace defective parts within 24 hours of notification of a problem. All equipment and services provided for under the contract must be serviced and maintained by the vendor for the term of the contract.

Any alterations in product manufacturing fabrication or delivery of substitute equipment requires approval of the Director of the CSCD. When a manufacturer of the equipment under contract makes changes or enhancements at no cost to the general trade, the proposer must make these improvements available to the CSCD immediately and must maintain the changes at a current level and not increase in cost and warranty.

The proposer shall provide documentation of product liability insurance.

**125**

The proposer is responsible for all equipment utilized, installed and monitored as a part of this contract. This includes lost, damaged, stolen or otherwise misplaced transmitters, receiving units, drive-by units, bands and supplies. The CSCD will not pay for any equipment under any circumstances related to this contract.

---



VOL 0094 PAGE 818

**EQUIPMENT SPECIFICATIONS:**

All equipment provided for Electronic Monitoring Services shall be of the highest quality and reliability available.

Tamper resistant attachment bands are required.

Transmitters must be waterproof.

Secondary methods of verification are considered an enhancement, but are not required.

Two "Drive-By" receivers are required as a part of this proposal, that enables the community supervision officer to verify an offender's presence when the officer is within range.

The proposer will provide and maintain a plain paper facsimile machine in the office of the Electronic Monitoring officer. The CSCD shall provide supplies and a dedicated phone line for the facsimile.

**LEVEL OF SERVICE REQUIRED**

The proposer shall provide staff 24 hours a day, 7 days a week, who are capable of immediately detecting unauthorized absences/late arrivals.

The proposers' staff shall verify unauthorized absences/late arrivals, tampering, or equipment malfunctions and shall report such occurrences to the CSCD staff by telephone, pager or fax report.

The proposer shall provide copies of computer generated reports of personal data, monitoring data or follow-up reports on monitoring incidents by daily fax on all offenders being supervised on electronic monitoring.

The proposer shall prepare and fax within 24 hours to designated staff notices concerning any interruption in service, including the date and time that the interruption began, the date and time that service was restored, a description of the problem and the proposer's plan for avoiding similar problems in the future.

The proposer shall establish a method of storage of each participant's monitoring data until otherwise notified by the Director of the CSCD. This information shall be stored on a computer readable medium and provided to the CSCD upon request. At the end of the contract life or as otherwise directed by the CSCD director, electronic copies of all data shall become the exclusive property of the Department.

The proposer shall prevent unauthorized access to the data contained in the computer system by unauthorized staff or other parties. Staff who monitor the computer system and have contact with participants must not be able to modify monitoring data or programming.

The proposer shall provide hook-up services within 24 hours of notification by the CSCD.

The proposer shall be responsible for disconnect and termination of service within 24 hours of notification.

The proposer is solely responsible for hookup and disconnect services.

#### **SECURITY AND PRIVACY**

Unauthorized access to the system is not allowed and no information is disclosed to any third party without written authorization of the CSCD Director.

The confidentiality of offender records is not to be compromised, and the proposer shall take the necessary steps to insure privacy.

The proposer shall maintain for inspection and examination by the CSCD all participant's records associated with the contract for the contract life. At the end of the contract term, the vendor shall provide evidence or sworn statements that participant records have been removed from their system.

The proposer shall ensure that all individuals having access to or custody of records understand the confidentiality requirements of this contract.

The proposer shall notify the CSCD Director immediately upon receipt of any legal process requiring disclosure of records of participants.

The proposer shall, upon request of the CSCD Director, or in response to a subpoena, appear and testify in any legal proceedings convened by a court, at the proposer's expense.

#### **DISCLOSURE OF INFORMATION**

Any personal or monitoring information for any offender made available shall be used only for the purpose of carrying out the provisions of the contract, and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.

The proposer agrees to assume responsibility for protection of the confidentiality of offender records and that all work shall be performed under the supervision of the proposer or the proposer's responsible employees.

VOL 0094 PAGE 820

**TRAINING**

The proposer agrees to provide all training deemed necessary by the CSCD Director to effectively operate the Electronic Monitoring Program.

**PERFORMANCE REFERENCES**

Performance references from at least three contractor's currently utilizing the service are required.

**PROPOSAL OPENING DATE**

Proposals will be opened at 10:00 AM in the Williamson County Commissioner's Courtroom, Second Floor, 710 Main Street in Georgetown, Texas on Tuesday, January 6, 1998.

**PROPOSAL SUBMISSION**

Sealed Proposals must be received by the Williamson County Auditor's Office prior to 10:00 AM on Tuesday, January 6, 1998. Such proposals must be typed or printed on standard paper, pages numbered, a table of contents included, and in the required format. All proposals must be submitted in triplicate (1 original complete proposal set & 2 copies). All proposals must be returned in a sealed envelope, marked with the proposal name, proposal number, and proposal opening date & time.

**FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED.**

**SEALED PROPOSALS** may be hand-delivered to:

Williamson County Auditor's Office  
Third (3rd) floor, Suite 303  
Williamson County Courthouse (on the square)  
710 Main Street, Georgetown, Texas  
Phone No.: 512/930-4418

**OR**

**SEALED PROPOSALS** may be mailed to:

Williamson County Auditor's Office  
ATTN: Ginny Atkinson - Purchasing  
710 Main Street, Suite 303  
Georgetown, Texas 78626

No proposals will be accepted after the time set for receipt of Proposals. Questions relating to this Request for Proposal should be addressed to:

Rick Zinsmeyer, Director  
Community Supervision and Corrections Dept.  
P.O. Box 251  
Georgetown, Texas 78627  
512-930-4362

**Correctional Security Services**

5121 69th Street, Suite B-2  
PO Box 64064  
Lubbock, Texas 79464  
USA

Local Telephone 806-794-7767  
USA Toll Free 1-800-658-2054  
Local Fax 806-794-7789  
USA Toll Free Fax 1-800-687-2774  
E-Mail [css@hub.offthe.net](mailto:css@hub.offthe.net)  
Webb Site [www.lubbock.com/css](http://www.lubbock.com/css)

Thursday, January 1, 1998

Ms. Ginny Atkinson  
Assistant Purchaser  
Williamson County  
710 Main Street, Suite 303  
Georgetown, Texas 78626

Dear Ms. Atkinson:

I want to thank you for the opportunity to respond to your RFP on behalf of C.S.S. Inc.. C.S.S. Inc. has been an Independent Authorized Traktek dealer since December 1989. The company name and some of the people have changed, but the commitment to quality has not changed. I will be bidding this contract with Traktek 900MHz technology equipment, but I have new, soon to be released equipment that will revolutionize the industry. Since your bid requests the newest technology, I will also bid it. I am extremely excited about this new technology as you will see as this bid response reflects.

**THIS BID CONTAINS TRADE SECRETS, PLEASE KEEP CONFIDENTIAL!  
BID PRICES ON PAGE EIGHT.**

**STANDARDS FOR SERVICE:**

I am basing this bid on quality service. I will not vary from quality, nor will any associate of this company! If getting this or any other bid means sacrificing our integrity, we gratefully decline the invitation to bid.

If, however, you sincerely are ready for top quality service and equipment that will outperform the competition, a fair and equitable price, and a commitment to quality and integrity from all involved, then C.S.S. Inc. is the company you must choose.

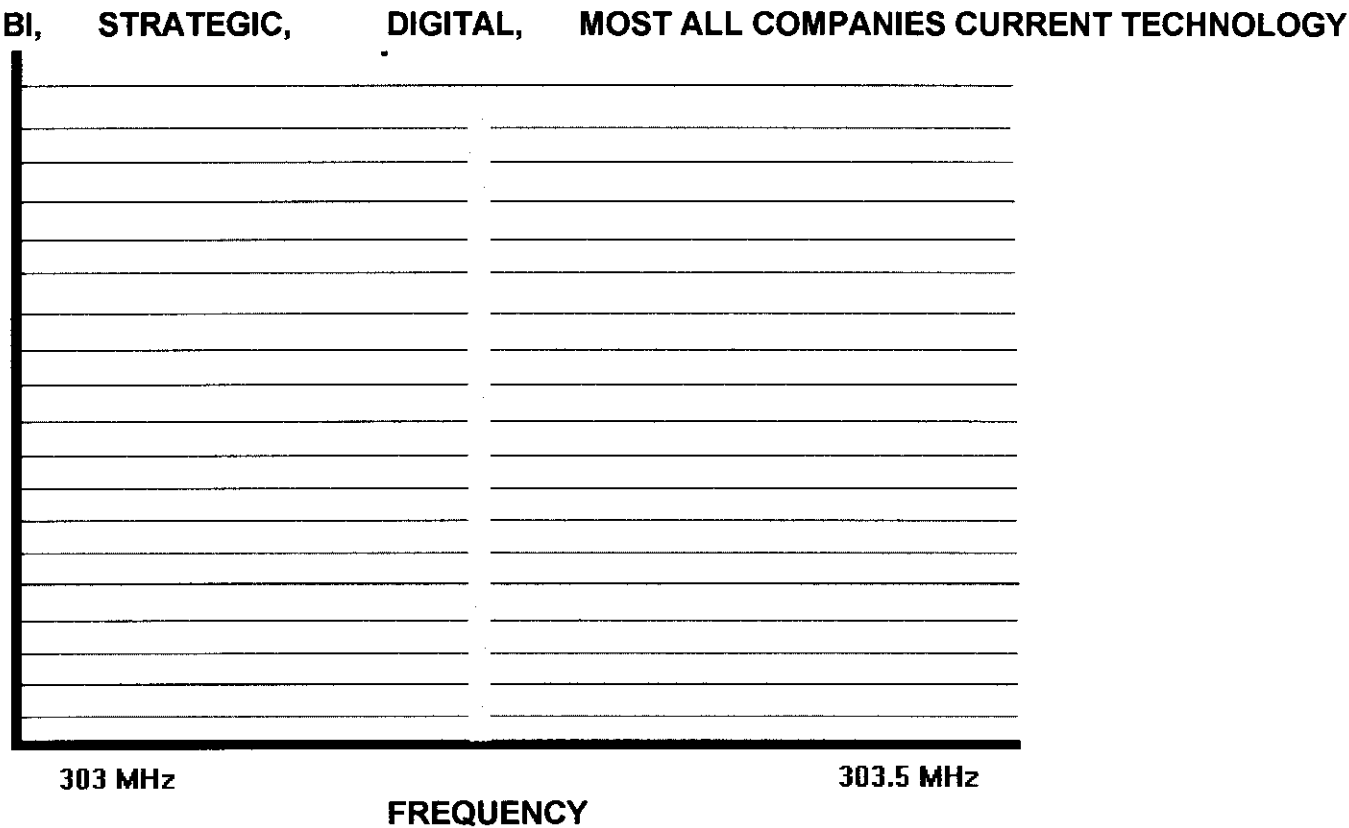
When the electronic monitoring industry began many years ago, the only technology known at that time was 300MHz. Traktek and all other companies utilized the same technology. Many companies changed some of the bells and whistles, but most companies have not changed the technology even though it is out of date. If I chose to bid other 300MHz system, I could. Most manufactures have offered my company their equipment and many other vendors carry many different types of equipment. I will only offer two products (both 900MHz), (plus **WATCHPATROL**) and both are related because one of the original designers of the Traktek system, is the individual responsible for 900MHz technology, and he has developed this new technology (I will go into more detail as this bid response continues). This new system will make as big of a change as many computer companies did when the Personal Computer was released.

Proper monitoring of House Arrest subjects can be a difficult and time consuming task involving expensive equipment and even more costly staff time. This need not be the case.

Correctional Security Services  
Page one

129

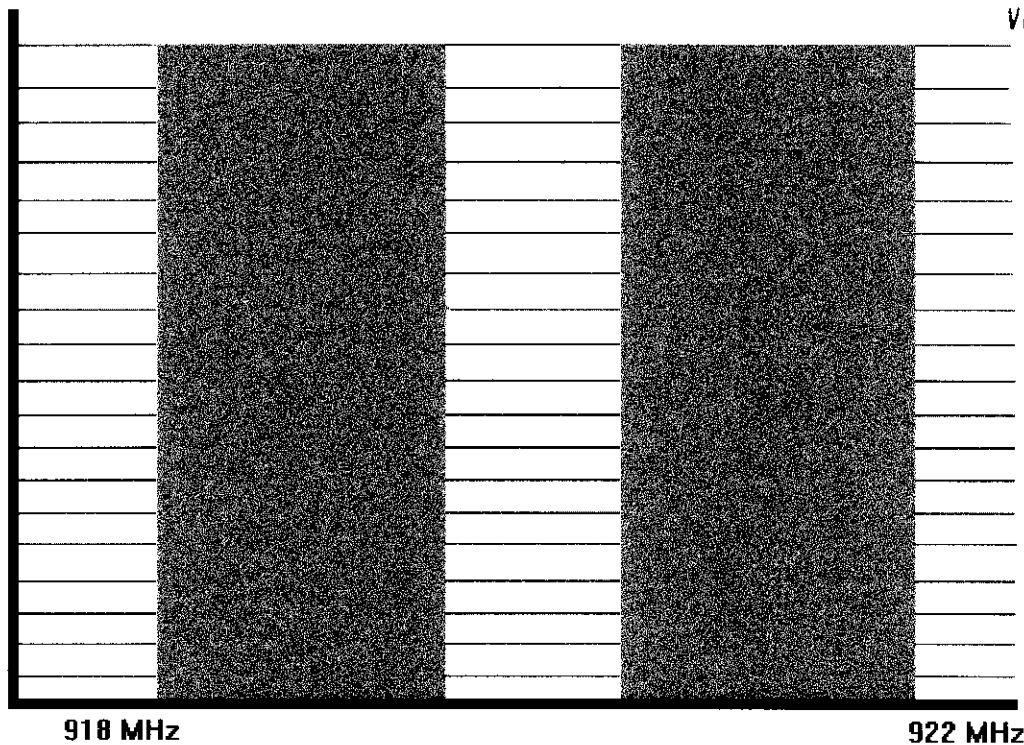
I would like to show you the difference between the old (300MHz), the current (900MHz), and the system now being released. I believe this visualization will help:



The above picture represents the **NORMAL 300 MHz technology utilized by most companies**. While this system worked well in establishing a new industry to aid the criminal justice system, it is now obsolete. The single burst signal is very weak and leads to numerous "false positives". 300MHz systems send a single signal, which is subject to interference from competing transmissions. The problems inherent in this technology will only increase as our airwaves become more crowded as the world increasingly "goes wireless".

Many monitoring systems still use **OBSOLETE** 300 MHz radio technology. This technology often causes false leave and return signals, which the Managing Officer has to verify. Unfortunately, this high incidence of false signals wastes time, adds unnecessarily to workload, and leads many to **question the value of all house arrest programs**. It has been **reported** that the recent murder of a Dallas police officer as he was trying to serve a warrant was the result of a false positive. The probationer **REPORTEDLY** committed the crime while the equipment (300MHz) reported him to be home. **WHEN AN OFFICER IS ASKED TO PUT HIS/HER LIFE ON THE LINE, DOESN'T IT MAKE SENCE TO USE THE BEST EQUIPMENT AND NOT NECESSARILY THE LOWEST BIDDER?** Another incident involving 300MHz equipment happened in Harris county. This one referred to as "The Whataburger Incident". The **value of a quality system is increasing daily**.

**CURRENT TRAKTEK SYSTEM USING 900MHZ.**

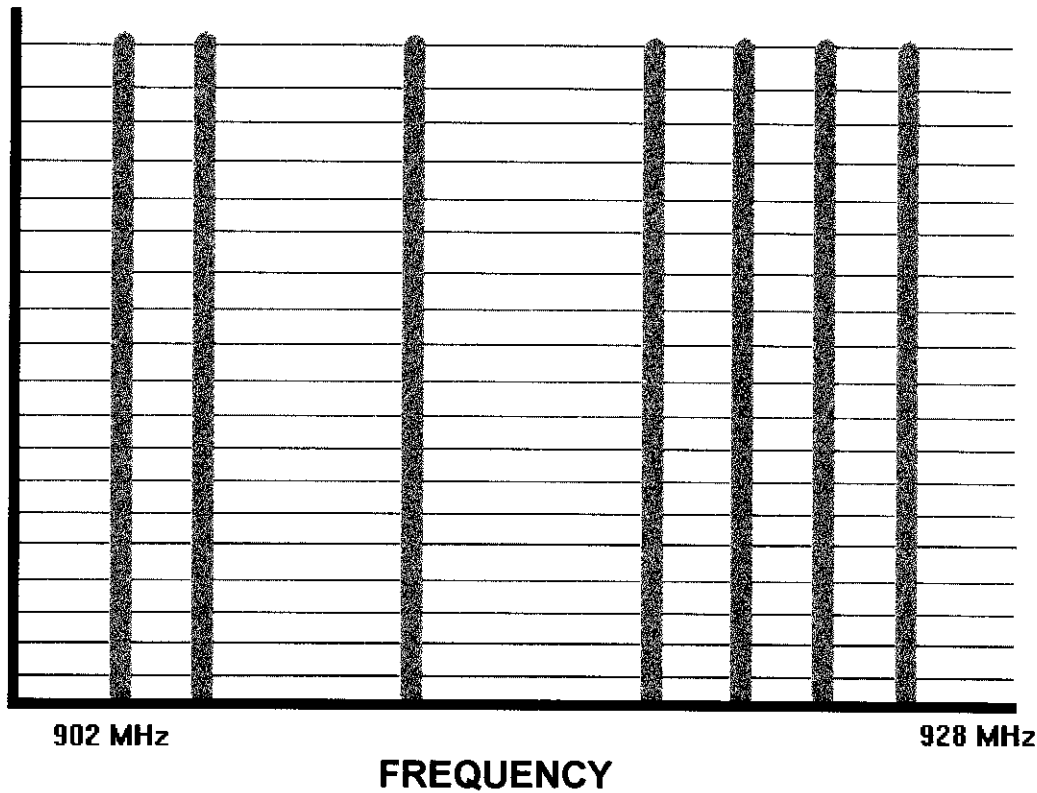


### FREQUENCY

The above picture represents 900MHz technology currently being used by both Traktek and ASC. The redundant information over two broadband channels eliminated nearly all false leave signals. As you can see the signal frequency band is much more effective because of penetration. Many companies must be extremely careful in placing the receiving unit around mirrors, large metal appliances, and in trailer houses. By using 900MHz technology, you eliminate this problem. Paging companies use only 900MHz because nothing else is so dependable.

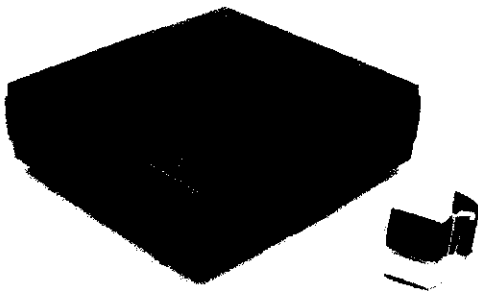
In the early years, Traktek experimented with many features and had their share of problems, but experimentation (R&D) was the only way to advance technology. The current Traktek system is by far the **MOST RELIABLE** system on the market. Part of the problem with technological advancement is having to compete for lowest bid, which decreases the ability to put any funds into R&D.

The next generation {**Spread Spectrum**} of 900MHz technology is so new, it is just being released. As you can see from the picture, the signal is redundant to the extent that a false positive is virtually impossible.



Spread Spectrum sends redundant information on a multitude of channels to eliminate false signals. This is the most reliable House Arrest system available.

The Traktek Trak 900 transmitters are equipped with a tamper resistant band. Tamperers are detected by the IMU (In-home Monitoring Unit) **immediately** when tamper occurs with transmitter in range of the IMU. tamperers are detected immediately upon arrival when transmitter is tampered.



C.S.S. is the authorized dealer for Watch Patrol also. We feel that the current GPS systems are unreliable because when the offender walks into a building out of sight of the satellite, the communication ceases. C.S.S. can provide tracking using the new Watch Patrol "tracking" and Watch Patrol RF.

Random Tracking is a patented, tamper resistant electronic device that is worn by a participant like a wristwatch. At seemingly random times, **Watch Patrol** signals the participant, with a beeping alarm, to call a central monitoring station from any nearby telephone using a 1-800 number. The participant's location is automatically

established using Caller ID. The participant's identity is verified by pressing the **WATCH PATROL** face and holding it to the telephone, whereby it generates a beeping code to the central monitoring station. Each call automatically compares the condition of the tamper proof strap, identifies the participant, and determines if the location matches one of the approved locations provided by the officer at enrollment. The number of random alarms per day and an optional quiet period can easily be programmed by the officer.



**Scheduled Contacts**-As an addition or alternate to Random Tracking, **WATCH PATROL** can be used to automate scheduled contacts. Once **WATCH PATROL** has been installed, the officer can order the participant to initiate additional check-in calls by activating the **WATCH PATROL** unit at specified times from specified locations. This enables program staff to establish standards for participant-initiated reporting based on agreed-upon times, movements, and attendance at required locations.

**Features:**

- Smallest transmitter/tracking device available
- No in-home equipment required (optional for RF)
- Fiber-optic, tamper-proof strap
- 18-month battery life
- Battery deactivates without disassembly
- Reusable strap.

**WATCH PATROL RF**

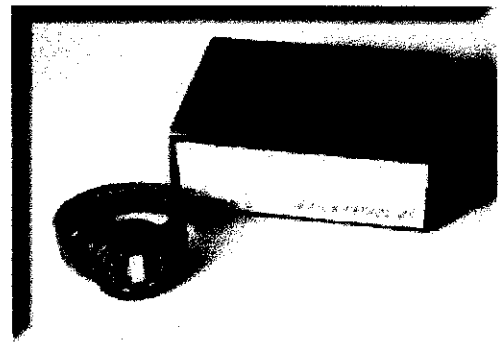
**Continuous Signaling Electronic Monitoring Random Tracking, and Scheduled Contacts**

**Continuous Signaling-** **WATCH PATROL RF** includes all features of **WATCH PATROL** with the addition of a radio frequency (RF) transmitter integrated in the watch and an optional companion Home Monitoring Unit (HMU), which incorporates an RF receiver.

The HMU actively listens for the transmitter's signal and reports information to the central monitoring station on movements of the transmitter and tampering with the system. The central monitoring station automatically compares these events against the participant's curfew schedule and initiates notifications as required by the officer. The HMU utilizes stored voice technology, providing verbal instructions to the officer and participant during installation and monitoring. This simplifies installation so participants can self-install the HMU, reducing officer field time and increasing officer safety.

**The addition of Continuous Signaling technology makes WATCH PATROL RF the most flexible and comprehensive technology available for electronic monitoring of participants with Continuous Signaling while at home and Random Tracking and Scheduled Contacts while away.**

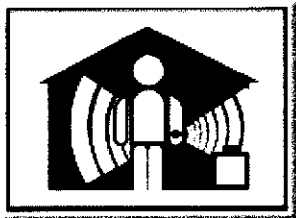




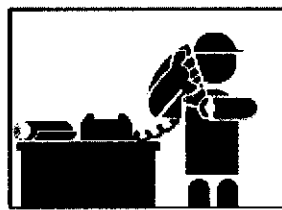
**Features:**

- Optional companion Home Monitoring Unit (HMU)
- Talking HMU provides verbal instructions
- Intelligent HMU has NO keys, lights, or beeping alarms
- 48-hour battery backup
- 1000-event memory
- Selectable range and event reporting management.

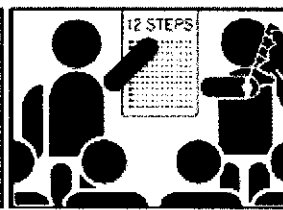
Monitoring at home



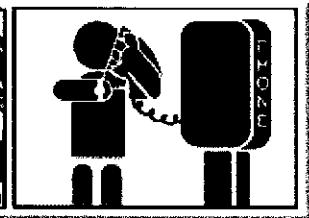
At Work



At Classes



On the road



You know where they are when they are not at home, TOO!

C.S.S. Inc. expects to maintain replacement parts adequate for the proper provision of on call service.

C.S.S. Inc. expects to maintain and replace defective parts within 24 hours of notification of a problem.

C.S.S. Inc. services all parts and supplies provided by C.S.S. Inc.

C.S.S. Inc. agrees to notify CSCD Director of any alterations in product manufacturing.

C.S.S. Inc. agrees to offer any enhancements at the same cost to CSCD as to the general trade.

C.S.S. Inc. will provide copy of product liability upon acceptance of bid award. Both Traktek and ASC provide product liability.

See "Exhibit A", section 7.) sample contract. C.S.S. Inc. holds agency harmless, but asks for assistance in collecting restitution for lost and damaged equipment.

**EQUIPMENT SPECIFICATIONS:**

As discussed in section above marked "STANDARDS FOR SERVICE", C.S.S. Inc. provides only 900MHz equipment which is the most reliable equipment available. C.S.S. Inc. owns all of the monitoring equipment it uses, and C.S.S. Inc. chooses to purchase only the highest quality equipment. Many new bells and whistles have been added by other companies which can be easily fooled, but the consistent reliability of Traktek cannot be repudiated. I have chosen to only deliver quality products and not ineffective bells and whistles such as "dual tamper" which must be in proximity of skin. This dual tamper sounds good but can easily be "fooled" by sliding transmitter off hand and onto soft drink can without showing tamper. If C.S.S. Inc. is awarded contract, and equipment is proven to be unreliable, I would suggest contract be awarded to next closest bidder.

Correctional Security Services  
Page Six

All tamper bands complete a circuit that when broken, will send cause transmitter to send a signal indicating transmitter tamper. This signal is immediately sent from transmitter.

Traktek transmitters are tested and proven to be waterproof. If transmitter damaged from client abuse, water damage could cause transmitter to become defective. All equipment issued from C.S.S. Inc. will be in top working order when shipped.

No secondary method of verification is needed with the aforementioned 900MHz technology.

CRD TW<sup>2</sup> The "Drive-by" will be provided as a part of this proposal. The Traktek "Autolog" is one of the most modern and easiest to operate in the industry. The Autolog can be charged from any A/C and will then operate for approximately three (3) hours on it's own power.

C.S.S. Inc. will provide and maintain a plain paper facsimile machine in the office of the Electronic Monitoring officer.

**LEVEL OF SERVICE REQUIRED:**

C.S.S. Inc. currently provides 24 hour a day, 7 days a week immediate notification of unauthorized absences/late arrivals. C.S.S. is a leader in innovative improvements in electronic monitoring of probationers. C.S.S. has advanced software that provides "Computer Direct Monitoring". As soon as any "unauthorized activity" is detected by the computer, it initiates a call to the "alpha numeric" pager (supplied by C.S.S.) and relays the violation call such as: **UNAUTHORIZED LEAVE; RAY DUNN; 12-28-97; 17:05**. This violation call normally reaches the officer's pager within two minutes of the actual occurrence. This eliminates possible operator error.

C.S.S. Inc. can provide verification on unauthorized absences/late arrivals, tampering, and equipment malfunctions and shall report such occurrences to the CSCD staff as directed.

C.S.S. sends facsimile copies of previous twenty four hour activity to each officer daily. On Monday, C.S.S. prints past week activity and sends via facsimile machine. The daily and weekly reports include ALL activities, authorized and unauthorized.

C.S.S. alerts all officers immediately of any interruptions in service, and will agree to forward information to CSCD within 24 hours.

C.S.S. stores all file information on computer disks and stores until needed. Any and all records pertinent to Williamson County CSCD will be available to Williamson County CSCD upon request. All data is destroyed after contract expires unless directed otherwise.

C.S.S. host computer is protected in a secured and monitored office. Access is limited to authorized personnel. Computer access has additional security to avoid unauthorized access. Host computer has multiple layers of access to assure no unauthorized access. IMU access to host computer is accomplished only by going to a receiver first. Receiver prohibits any access by hacker.

C.S.S. will provide hook-up service for CSCD within 24 hours of notification.

C.S.S. will provide disconnect service for CSCD within 24 hours of notification.

**SECURITY AND PRIVACY**

C.S.S. does not allow any unauthorized access to host computer, and no information is disclosed to ANY third party. Top priority is placed on confidentiality.

Confidentiality of offender records is not compromised. In the past five (5) years no records have been disclosed, lost, or viewed by anyone other than C.S.S. staff and/or supervising officer. Privacy guaranteed.

C.S.S. maintains records and will make available to supervising agency as requested. Records will be disposed as requested by contracting agency.

All C.S.S. employees currently understand confidentiality, but will be retrained by General Manager of C.S.S. Inc.

C.S.S. will notify CSCD Director immediately upon receipt of any legal process requiring disclosure of records of participants.

C.S.S. General Manager is available for testimony.

## DISCLOSURE OF INFORMATION

C.S.S. assures CSCD Director that information received by C.S.S. will be used only for the purpose of monitoring, and will not disclose information to anyone other than supervising officer unless directed otherwise.

C.S.S. assumes responsibility for confidentiality.

## TRAINING

C.S.S. offers training and re-training as needed.

C.S.S. is happy to provide three references.

Linda Smith, Director Midland County CSCD 915-688-1166

Richard Snow, Director Hutchinson County CSCD 806-273-0109

Richard Miles, Unit Manager, Williamson County CSCD 512-930-3239

Please see letter by Howell Williams former ISP officer Williamson County.

Many other references are available upon request.

C.S.S. bid price is as follows:

Full service including installation and retrieval of Traktek equipment from offender's home. **\$3.65** per unit per day, HOWEVER, C.S.S. will waive all charges to Williamson County if Williamson CSCD allows C.S.S. to collect from client. C.S.S. is serving some of the Municipal Courts in Williamson County on an offender paid basis. C.S.S. will collect an amount equal to the amount the offender earns per hour at his/her job ie. **John Smith is placed on electronic monitoring. John earns \$6.50 per hour. John is then charged \$6.50 per day for his electronic monitoring by C.S.S.. If John earns \$5.00 per hour, C.S.S. will asses a \$5.00 per day charge. This formula would save Williamson County approximately \$5,000.00 per month.**

Full service including installation and retrieval of ASC (spread spectrum) equipment from offenders home. **\$4.50 per unit per day**

### Tracking.

Random Tracking, and Scheduled Contacts using **WATCH PATROL** including installation and retrieval of equipment **\$4.50 per unit per day. The same offer applies here for offender paid monitoring. No charge to Williamson County if C.S.S. is allowed to collect from offender.**

Continuous Signaling Electronic Monitoring, Random Tracking, and Scheduled Contacts using **WATCH PATROL RF \$6.50 per unit per day. The same offer applies here for offender paid monitoring. No charge to Williamson County if C.S.S. is allowed to collect from offender.**

Sincerely:

C. Ray Dunn, President C.S.S. Inc.  
1-800-658-2054

136



## COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT

THIRD FLOOR, WILLIAMSON COUNTY COURTHOUSE  
P. O. BOX 251  
GEORGETOWN, TEXAS 78627-0251  
PHONE: GEORGETOWN - (512) 930-4362

JOHN R. CARTER  
JUDGE 277th JUDICIAL DISTRICT

BURT CARNES  
JUDGE 368th JUDICIAL DISTRICT

BILLY RAY STUBBLEFIELD  
JUDGE, 28th JUDICIAL DISTRICT

RICK ZINSMEYER  
CSCD DIRECTOR

July 10, 1996

C.S.S. Ray Dunn

Dear Ray,

I have been involved with electronic monitoring programs since June 1990. Beginning in Walker County, Texas I started out on the Mitzubishi Visitel system. I came to Williamson County, Texas in June 1991 and began using Vorec and the VoiceNet system. I have also worked with other equipment on a trial basis such as Digital, B.I. and, Strategic.

Through my experience I have never been so stress free with my program since changing over to C.S.S. Carrying an average number of 45 people on electronic monitoring, we are able to do a better job as Community Supervision Officers. We worry less about equipment problems and focus more on the defendant's needs. The TrakTek receivers are dependable, the transmitters are truly tamper proof, and the customer service is of the highest quality. Your staff has always made us feel that we are a priority.

We expect more great things to happen since you recently installed the two in-house computers which allow immediate access to our client information. We can now enter client information from our office, have immediate access to data and, save hundreds of dollars in paper and facsimile costs.

Though the equipment is very dependable, it would not be the same without your staff. As with any equipment there will always be some problems, but I have always been able to depend on you guys to be there. After one phone call we do not worry about the same problem twice.

I would recommend C.S.S. to any agency involved in electronic monitoring. I want to personally thank you Ray, and your staff for the last few years of service and dependability. You and your staff go far beyond what is expected at times. Without your commitment to service my program would not be as successful as it is.

*Howell Williams* 930-3239  
Howell Williams, Community Supervision Officer

137

### ELECTRONIC SERVICES AGREEMENT

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ between C. Ray Dunn Enterprises Inc. d/b/a Correctional Security Services, hereinafter referred to as Company, and \_\_\_\_\_ hereinafter referred to as Agency, agree to contract for the service of electronic monitoring.

#### WITNESSETH

Whereas, Company is a service provider of certain electronic monitoring services, and monitoring devices manufactured by various companies; and

Whereas, the Agency wishes to contract for services and or devices provided by Company for assistance in monitoring certain individuals designated by the Agency and according to the curfews or guidelines set forth by Agency for each client.

Now, therefore, in consideration of the foregoing premises and the mutual promises contained herein, the parties agree as follows;

1. Company will provide services and devices for the use of the Agency in the assistance to supervise "clients".
2. Company will provide orientation training, as needed, as well as refresher training and assistance to Agency.
3. Company will provide services which will include 24-hour, seven-days-per-week monitoring center and available trained personnel to:
  - A. Continually monitor the devices provided by Company or companies which Company contracts with, to provide services for Agency.
  - B. Continually act as a quality control to assure Agency that any and all devices and service continue to operate as promised by Company, and that any and all repairs and or replacements will be done in a timely manner as dictated by travel, and or manufacture availability.
4. Company will provide daily fax reports of any and all violations and will call officer in charge of each client as directed by Agency.
5. Agency agrees to pay C.S.S. \$\_\_\_\_\_ per day per client participation in the electronic monitoring program. Any additional items not directly involved in the electronic monitoring program, but requested by Agency and will be billed as ordered. All

**COMPANY /AGENCY  
AGREEMENT  
PAGE TWO.**

debts incurred will be paid by Agency within 30 days of receipt of bill. Agency agrees to contact Company immediately if any discrepancy occurs. Agency understands that any part of a day will be billed as a full day.

6. This agreement is for \_\_\_\_\_year(s) and will renew automatically unless either party gives thirty (30) days notice of cancellation during the contract.
7. Company agrees to hold Agency harmless from liability for damage to or loss of devices caused by "Offender" negligence or theft, providing Agency agrees to pursue all available remedies for recovery of devices or aiding Company by collecting restitution for lost, stolen, or damaged equipment. Agency agrees to pursue all available remedies under the law to assist in recovering devices or collecting restitution for lost, stolen, or damaged equipment.
8. Agency agrees to hold Company harmless from any liability for injuries to Offenders or Agency personnel which results from use of devices or services.
9. Agency agrees to hold Company harmless from liability that results from any activity of Offender. Agency understands and agrees that Company has no control over the selection of "Offenders" assigned to the devices and/or services provided by Company and, other than reporting violations detected by the devices and services, has no control over nor assumes any responsibility for the actions of the Offenders assigned by Agency or Judicial staff. Further, the Agency agrees to notify Company in writing, of each Offender to be placed on the devices or services and to place only those offenders who have been court ordered onto the devices or services pursuant to any order of the Agency. The Agency will, at the request of Company, provide copies of such orders to Company.
10. Company understands that this contract is subject to available funds from either the County, State, or TJPC.
11. Company agrees to notify agency on violations of offenders being monitored by:  
**Daily fax report, and Alpha Numeric Pager.**

COMPANY /AGENCY  
AGREEMENT  
PAGE THREE

12. Company reserves the right to assign benefits of this agreement for financing purposes, and will inform Agency of assignment. Agency agrees to make all payments for invoices to Company and/or assignee if requested by Company.

IN WITNESS WHEREOF, the parties have executed this agreement this

\_\_\_\_\_

day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
AGENCY

\_\_\_\_\_  
COMPANY EXECUTIVE OFFICER

AGENDA ITEM # 19January 13, 1998\*Consider awarding, rejecting or extending bids for wrecker service for Sheriff's Department.

Assistant County Auditor Bob Space recommended awarding wrecker service for Sheriff's Department as follows:

Northwest - Jarrell Auto  
 Northeast - Glass Auto  
 Southwest - Cedar Park Wrecker

He advised the specifications had not been met by the bidders on the southeast side of Williamson County due to no facility location in the southeast quadrant of the county.

East and west is determined by Interstate 35 and north and south is determined by Highway 29.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To award Sheriff Office wrecker service bids as follows:

Northwest - Jarrell Auto at \$45.00 per haul  
 Northeast - Glass Wrecker Service at \$45.00 per haul  
 Southwest - Cedar Park Wrecker Service at \$37.50 per haul

Vote: Motion carried 3 - 0 with Commissioners Hays and Heiligenstein absent from the dais

AGENDA ITEM # 20January 13, 1998\*Consider awarding, rejecting or extending bids for office furniture.

Assistant County Auditor Bob Space requested a delay on award until January 20, 1998.

Moved: Commissioner Mehevec

Seconded: Commissioner Boatright

Motion: To delay awarding bid for office furniture until January 20, 1998.

Vote: Motion carried 3 - 0 with Commissioners Hays and Heiligenstein absent from the dais

**141**AGENDA ITEM # 21January 13, 1998\*Consider awarding, rejecting or extending proposal for paperless charting system for EMS.

EMS Director John Sneed advised the low bidder had been notified.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To award portable lap tops and software to Westec \$99,091.00 and the hardware to MicroAge for \$16,957.00.

Vote: Motion carried 3 - 0 with Commissioners Hays and Heiligenstein absent from the dais

---

< Clerk copy here >



# WILLIAMSON COUNTY PROPOSAL FORM

**The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Bid Invitation, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.**

NAME OF BIDDER: ZOLL MEDICAL CORPORATION

Mailing Address: 32 SECOND AVENUE

City: BURLINGTON State: MA Zip: 01803-4420

Telephone: (800) 348-9011 Fax: (617) 272-5549

Bryan Ryle  
Signature of Person Authorized to Sign Bid

Date of Bid: DECEMBER 16, 1997

Name and Title of Signer: BARRY PYLE, SOUTHWEST REGIONAL MANAGER  
(Please Print or Type)

**PLEASE COMPLETE THE FOLLOWING:**

**Prompt Payment Discount:**      %      days. (If no discount is offered, Net 30 will apply.)

[ ] Bidding on "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)

\* ☒ Bidding on low item basis. (Will accept award on "any or all" low bid items.) \* (see below)

List Additional Limitations if applicable:

LAN items may not be purchased from ZOLL unless all awarded software items are also purchased from Zoll. Separate software purchases (without hardware purchase) will be allowed. The combined purchase of software and pen computers without the purchase of LAN items will also be allowed. Complimentary items will only be supplied if a minimum of all awarded software and pen computer items are purchased from ZOLL.

**DO NOT SIGN OR SUBMIT THIS FORM**  
**WITHOUT READING ENTIRE DOCUMENT**

142

December 15, 1997

Williamson County Auditor's Office  
Third (3rd) floor, Suite 303  
Williamson County Courthouse  
710 Main St., Georgetown, Texas 78626

Subject: RFP PAPERLESS CHARTING SYSTEM FOR EMS (#98WC501)

Please find enclosed one original and two copies of ZOLL Medical Systems' response to Williamson County's Request for Proposal for a PAPERLESS CHARTING SYSTEM FOR EMS.

As requested, we have included the following information:

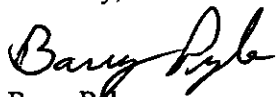
Signed Standard Proposal (page 3)  
Reference List (page 15)  
Response to Sections D and E (pages 3 - 38)  
WESTECH's Official Quotation Pages (page 39 - 42 )

In our response, we are offering the WESTECH EMS System, a comprehensive software package that collects and manages data in the pre-hospital environment at the point of patient care. This system is currently installed, or in the process of being installed, in over thirty client sites across North America. In addition to this paperless charting system, we are also responding to your request for supply, installation and support of integrated LAN hardware and software. This LAN component is being offered as an option in partnership with NETForce Technologies, Inc. NETForce is based in nearby Austin, and meets all of your Microsoft certification requirements as well as your on-site response requirements. We have bid this item to comply with your preference to purchase all items from one vendor. However, we are willing to provide all software items or software and pen computer items separately if you wish to purchase the LAN hardware items from another vendor. Unfortunately, we cannot offer any hardware item if the Software items are not purchased from ZOLL.

WESTECH Mobile Solutions, the developer of the paperless charting system, is a wholly owned subsidiary of ZOLL Medical Corporation.

Thank you for the opportunity to bid on providing a Paperless EMS Charting System to Williamson County. We look forward to hearing from you regarding your decision on our proposal. Please contact me, at (512) 388-0879, or Keith Lyon (WESTECH) at (800) 663-3699 if you have any questions or require additional information.

Sincerely,



Barry Pyle  
Manager, Southwest Region

143

Table of Contents

Standard Proposal Form	Page 3
Appendix A ñ Hardware	Page 4
Appendix B ñ Software	Page 12
Appendix C ñ NetForce Overview	Page 38
Appendix D ñ Pricing Pages	
Hardware Pricing	Page 39
Software Pricing	Page 42

INSERT STANDARD PROPOSAL PAGE

Appendix A ñ Hardware

Proposer Requirements

Proposer must have a minimum of 5 years demonstrable, professional experience and background in design, implementation and support of NT based local area networks.

NetForce is fully compliant, having several staff with experience levels ranging up to 13 years of networking experience

Proposer must have a minimum of 5 year demonstrable, professional experience and background in the implementation and support of pen based computers.

WESTECH is fully compliant (has been developing pen based solutions since 1989)

Proposer must be a Microsoft Solution Partner.

WESTECH is fully compliant (has been developing pen based solutions since 1989)

Proposer must be a Microsoft Solution Partner.

NetForce is fully compliant (registered on Microsoft Website)

The Proposer must have a minimum of three (3) Microsoft Certified Systems Engineers (MSCEs) on staff as full-time employees who are accessible to WCEMS. One MSCE will be assigned as the primary support engineer for WCEMS, other MSCEs will be utilized only when the primary support engineer is not available.

NetForce is fully compliant.

The Proposer must have contractual authority to sell, install and support all components of the proposed network hardware, network software, and hand-held computers.

NetForce fully complies with all Network requirements and WESTECH fully complies for all Hand-held computers and associated equipment.

The Proposer must be able to provide support contract for remote dial-up within 1 hour and on-site support within 1 day.

NetForce can provide dial-up support within one hour can easily be on site within 1 day.

The Proposer must be able to install and configure a twenty five (25) user Microsoft Windows NT 4.0 local area network (LAN), including server hardware and software, remote access system, and archival and retrieval system. On completion, all installed software and hardware components must operate as an integral part of the new network.

NetForce is fully capable.

The Proposer must be able to provide hand-held computers to run documentation system software that, at a minimum are: Pentium 120 MHz, 16 MG RAM upgradeable to 48 MB, 1.6 GB HDD upgradeable to 2.1 GB with transfective monochrome display. Units must also have the following peripherals available: 8 MB RAM flashcard modules, harsh environment cases, PCMCIA connectivity, 33.6 or greater baud cellular fax/modems with software, auto adapters, AC chargers, extra batteries, extra pen stylus; keyboards with IRDA port. The Fujitsu 1200 is the preferred model.

Fujitsu 1200is have been quoted. ZOLL is a Fujitsu VAR.

Local Area Network Specifications (see attached hardware pricing)

Server Specifications ñ Must be a Windows NT 4.0 approved server. Minimum specifications: 300 MHz Pentium Pro Tower, 64 MB RAM, dual 9 GB HDD with dual controller boards, 3 ñ 56K modems, 100 MB NIC with onboard processor, and Microsoft Windows NT 4.0 Server software, Microsoft Windows Exchange and Microsoft Office Professional for 25 (10 local and 25 remote) users preloaded for local users.

Firewall protection for remote access must be included.

Tape Back-up Unit ñ must be capable of backing up entire server at full capacity ñ 20 GB DLT external device with software (preloaded).

CD writer ñ internal or external device with software (preloaded).

CD tower ñ minimum 7 bays with 16X or greater drives and software (preloaded).

Network Interface Cards ñ (Qty. 10) 100 MB Ethernet cards without processors.

All manufacturers' original documentation must be submitted in both hardcopy format and softcopy format on 3.5" FD.

Each piece of equipment comes with complete printed and/or CD-ROM documentation. This information is not offered in electronic form with the exception of information that is made available by the respective manufacturer via their Web page on the Internet.

Proposer Requirements (see attached hardware pricing)

Quantity of 15 ñ Fujitsu 1200 pen based computers ñ 120 MHz Pentium, 16 MB RAM, 1.6 GB HDD, PCMCIA connectivity, 33.6 or greater baud fax/modem with software, IRDA port, keyboard, transfective monochrome display, 8 MB RAM Flashcard, tethered pen stylus, auto adapter, AC charger, extra battery and extra pen stylus.

Extra keyboards, pen styluses, auto adapters, AC chargers, batteries and harsh environment cases to be used for replacement should be quoted as options.

Microsoft Windows 95 preloaded on units.

Microsoft Windows Exchange for remote users.

Microsoft Windows Office 97

All manufacturers' original documentation must be submitted in both hardcopy format and softcopy format on 3.5" FD.

### Installation Requirements

All software must be preloaded and verified prior to delivery.

Included in price

A MSCE must be on-site to assist with configuration and troubleshooting for 2 days. Additional days may be listed as optional on a per diem basis.

Included in price

All equipment and software must be Microsoft Windows NT 4.0 approved and certified. Proof of certification/approval is required.

All equipment will be linked using certified Category 5 wiring (pre-existing)

In order to insure functionality, a site survey of your cabling plant will need to be conducted prior to the installation of any network equipment. This is a billable engagement. NetForce Technologies, Inc cannot be held responsible for any defects in existing cabling that may hinder network performance.

### Training Requirements

A MSCE will assist with Administrator training as needed during the 2 days on-site. The administrator will have received training in Microsoft Windows NT 4.0 approved and certified. Proof of certification/approval is required.

Included in pricing

Any additional training deemed necessary but not specified such as for Microsoft Windows Exchange or others may be shown as optional.

A per diem rate for additional tasks has been supplied

**147**

### Support Requirements

Direct Phone support hours must be at a minimum 8:00 CST to 5:00 CST, Monday through Friday excluding holidays. A call person must be available 24 hours per day, 7 days per week for emergency use only.

Maintenance fees must include complimentary upgrades to new releases of the licensed product.

---

Included in price for all WESTECH licenses. Microsoft licenses not included.

Support must be available through a minimum of 3 full-time MSCEs. A primary support engineer must be available to WCEMS and designated in writing. Other MSCEs can assist when better trained with a particular problem or when the primary support engineer is unavailable. All MSCEs assigned to the WCEMS account must be fully aware of the design, implementation and critical nature of this installation.

NetForce fully complies

The term of this support is 1 year from system acceptance. An additional annual support rate for the following year must be quoted.

Included

WCEMS is considering training an MSCE on staff. If this were done, the training would be complete prior to the end of the first 6 months of the 1-year maintenance agreement. The contact made with the Proposer's MSCE would be done by the WCEMS MSCE unless indisposed (such as vacation, sickness, family emergency etc.). In those instances, two other contacts would be defined. As this should minimize unnecessary use of the Proposer's MSCE, a discount to the proposed support pricing must be shown if this option is used.

Negotiable

Acceptance Criteria

Proposer must complete all diagnostic tests suggested or required by the manufacturer to certify that the computers, software and peripherals are fully operational.

Included in pricing.

Proposer must install all software on the system, configure it to the system and verify operation on the peripherals and software that will actually be used for the system.

Included in pricing

**148**

System description and layout. Two (2) hard copies and one (1) Microsoft Windows Word or ASCII format 3.5: diskette copy per participating agency of a non-technical description of hardware and software for management orientation. It will include a graphical depiction of the total system layout with system component interaction.

Included

All installation costs must be included in the proposal price.

#### Included

#### Technical Information Questionnaire to Proposer

Describe your technical architecture (with version numbers) including all database management system(s), programming languages, operating systems, executing environment, terminal emulation, user interface and network connectivity (LAN and WAN). Provide a proposed configuration for Williamson County EMS and a diagram showing data flow within the configuration. Identify proprietary components.

The WESTECH EMS System consists of the field software used for data collection in the field and the back end ASM is used for data manipulation and reporting.

#### Field Software

The field software is written in C (version 8.0) using PenRight! Pro (version 3.62) for the development environment. The database is FoxPro (version 2.0) and Codebase (version 5.0) is used to access the database. The operating system required is MS DOS (version 6.2 or later). This application may also run in a DOS box under Windows 3.11 or Windows 95. The application is at home on a pen computer but may also execute on a desktop computer using a keyboard and mouse.

#### ASM

The ASM components are written using Microsoft Access (version 2.0). All ASM components attach to the FoxPro databases. Some components of the ASM are written in C for purposes of speed and efficiency. The ASM will operate under Windows 3.11, Windows 95 and under Windows NT with minor limitations (Please contact WESTECH for further details).

#### Proposed Configuration

WESTECH recommend the following configuration at Williamson County EMS:

- 15 Mobile Unit computers with dial-in access
- 10 Data Entry Workstations (DEWS) with field software and access to Management Reports and ad-hoc querying
- 1 Master ASM database (on the network File Server)
- 1 Master ASM workstation
- 1 File Transfer workstation (available 24 hours)



Describe the provisions in your architecture to provide high availability of the system and to mitigate the risk of component failure (i.e. redundancy, fault tolerance, disk mirroring, database change control, etc.). Describe the recommended recovery strategy in the event of a failure.

We have configured the server with a RAID Array Controller capable of supporting up to seven (7) pluggable fixed disk drives. The three that are specified are the minimum that RAID 5 supports. The system administrator can be notified via console message of pre-failure conditions (too many bad sectors, etc.) and drives can be replaced on the fly without downing the server.

There are many additional redundant options that can be configured on the server such as redundant power supplies, remote management options, network controllers, etc.

The tape backup software suite we have recommended includes a disaster recovery option that greatly simplifies the procedure that is involved in rebuilding a new disk drive with an original network image. It significantly reduces the amount of time involved in carrying these procedures out.

There are a multitude of fault tolerant schemes available to you, too numerous to list here. We are available to discuss the level of fault tolerance that is right for your computing environment and the costs associated with it.

Describe any routine downtime your system requires to perform such functions as back-ups, batch processing or any other user-access limitations. Describe your uptime guarantee and/or downtime warranty.

The manufacturer of the respective piece of equipment provides warranties their products. In the case of Compaq servers, there is a guaranteed two-business day turn around time. As an Authorized Compaq Service Center, it is our intent to not only provide the parts and labor for all machines we recommend and sell, but to respond in a single business day. Parts, if required, are typically available the following business day.

We have included pricing for our Preferred Service Program which you can use for blanket network services which go up and above the manufacturer's warranty. These services include your operating system, application and utility software. There are many scenarios that replacing a single part does not constitute returning a network to full functionality. We offer turnkey network services to return your network to its original condition and keep it that way.

Is any portion/application of your system written/developed by a third party? If so, what applications? What agreements are in place for support, upgrades and enhancements? Provide copies of the appropriate agreements showing authorization to sale, support, upgrade and enhance those systems or applications.

**Harlingen EMS****Contact: Leonard Callier****Deputy Director**

Harlingen Community Emergency Care Foundation, Inc.  
2733 South Sunshine Strip  
Harlingen, Texas 78550

**Phone: (210) 428-3087****Broward County/Pompano Beach Fire Rescue****Contact: George Minnich****Division Commander**

Pompano Beach Fire Rescue  
180 South West 3rd Street  
Pompano Beach, FL 33060

**Phone: (305) 786-4310****Spartanburg Emergency Medical Service****Contact: Mr. Lewis Moore****Coordinator**

Spartanburg Emergency Medical Service  
451 E. St. John St.  
Spartanburg, SC 29302

**Phone: (864) 560-6829****AMR West****Contact: Mr. Tony Fernandez****AMR West**

41300 Christy Street  
Fremont, CA 94538

**Phone: (510) 657-9999****Magic Valley Regional Medical Center****Contact: Scott Rairigh**

Magic Valley Regional Medical Center  
650 Addison Ave West  
Twin Falls, ID 88303

**Phone: (208) 737-2805****Cypress Creek EMS****Contact: Mr. Allen Simms**

Cypress Creek EMS  
1665 Sugar Pine Lane

Houston, TX 77090

Phone: (281) 440-9650

Florida Regional EMS

Contact: Mary Scott

Florida Regional EMS

2900 Kurt Street

Eustis, FL 32726

Phone: (352) 383-2173

The software must fully utilize an industry standard VGA screen (640x480).

Fully compliant

The software must collect patient and call information at the point of service on a hand-held pen-computer.

Fully compliant

The software must consolidate all patients and call information for the organization into a central repository under the control of an administrator.

Fully compliant

The software must improve the accuracy and completeness of data through field capture.

Through the use of pick lists the accuracy of the information collected by paramedics is improved. The WESTECH EMS System also provides "Close Call Rules" which allow an administrator to setup specific rules that must pass before a call may be closed. The rules are based on individual fields and may be set up to reference other fields in the system. This close call logic provides administrator-defined rules to ensure data is complete before a call may be closed. Rules such as ensuring fields are entered, ensuring fields are entered when other fields contain values and range checking are available to the administrator.

The software must provide picklists and check-boxes wherever possible to minimize the need for pen handwriting recognition while still allowing use of pen recognition for input of non-listed items.

Fully compliant

The software must provide user defined field labels to allow customization of the software to suit a client's unique operating environment.

The WESTECH EMS System provides some user defined labels.

The software must provide the ability to access a pop-up electronic keyboard on all fields with the tap of a single button.

The WESTECH EMS System provides the ability to access a pop up or virtual keyboards with the tap of a single button.

The software must provide a screen that displays a complete summary of the call and which displays all information entered for the call at a glance. The user must be able to double-tap on any information displayed to be taken to the data entry screen that supports the information.

The system provides a screen that displays a complete summary of the call. This screen is called the CALL SUMMARY SCREEN and displays all information entered for the call at a glance. The user can double-tap on any information displayed and be taken to the data entry screen that supports the information.

The summary screen must be completely user defined to allow any information to be included or excluded, to allow the user to indicate if a not-entered message displays for specific missing information, and to set the order of information that appears.

The CALL SUMMARY SCREEN is completely user-definable and allows any information to be included or excluded and the administrator can determine in what order information is shown. Using WESTECH's close call logic the user can also indicate if a not-entered message should display for specific missing information and in what order this information is presented.

Every screen must have a tool-bar to jump from the current screen to any other screen in the application with a single pen tap.

Each screen, except for the Initial Response Screen, has a tool-bar to jump from the current screen to any other screen with a maximum of two pen taps.

The tool-bar must be completely user defined to allow different text on the buttons, determination of order of buttons, and the ability to disable buttons.

The tool-bar is completely user-definable. The user has the flexibility to determine what text is displayed, the order of the buttons and the ability to disable buttons.

The software must have the ability to display any screen outside of the current screen with a maximum of two pen taps.

Fully compliant

The software must provide easy and fast access to the desired item in a long list of items via key-tap or alpha entry.

Fully compliant

The software must provide the ability to easily enter, via pen entry, alternative selections on the same screen when none of the items on a list are appropriate. The administrator must be able to disable this functionality for any specific pick list.

Fully compliant

The software must be able to easily handle multiple patients per call, multiple calls per shift and the ability to easily switch between any existing call or patient.

Fully compliant

The software must allow the ability to easily copy patient, billing and patient history information from any previous call.

Fully compliant

Crew sign-on information including information such as crew names, crew identification numbers, vehicle numbers, unit numbers, shift information and region must carry through all reports entered. The software should allow the user to change this information for one or all calls documented by that crew.

Fully compliant

The software must capture and print crew signatures.

Fully compliant

The software must capture acceptance and refusal signatures for treatment, transport, billing and receiving hospitals. All signature screens must utilize user-defined text and have the ability to display the text in multiple languages.

Fully compliant

The software must be able to capture several other user defined signatures complete with user defined text in multiple languages.

Fully compliant

The software must be able to print a copy of a run report at any time and denote it as incomplete if appropriate.

The software allows a user to print a run report at any time. The administrator has the ability to denote if the call is complete or incomplete using the users preferred terminology.

The user must be able to close a run report at which time no further changes may be made, by the user or by the administrator. An addendum process must be available with appropriate audit trails created and printable.

Fully compliant

The software must be able to FAX (by landline and cellular phone) a copy of a run report at any time from within the data entry software.

Fully compliant

The software must be table driven. This means selections from lists (medications, diagnoses, procedures, etc.) are user-defined and maintained. Certain fields must provide the ability to default values.

Fully compliant

The software must provide error checking and data validation in the field.

Fully compliant

The software must provide administrator define rules which ensure data is complete before a call may be closed. Rules such as ensuring fields are entered, ensuring fields are entered when other fields contain values and range checking must be available for the administrator.

Fully compliant. Close call logic in the WESTECH EMS System provides administrator-defined rules to ensure data is complete before a call may be closed. Rules such as ensuring fields are entered, ensuring fields are entered when other fields contain values and range checking are available to the administrator.

If interventions, vital signs, IV/IOs and documentation of base contact are deleted or modified, the software must save the original record.

Fully compliant

The software must transfer patient information from the field computer to the administration computer and code table data and software updates from the administration computer to the field computer.

Fully compliant

The software must transfer this information by direct serial cable, landline modem, cellular modem, or by LAN or WAN.

Fully compliant

Data transfer, once initiated on the field compute and on the administration computer, must happen automatically.

Fully compliant

The software must have complete ñroll backí/roll forwardí functionality to automatically handle communication interruptions.

Fully compliant

The software must provide complete logging of all data transfer activities.

Fully compliant

The software must provide the ability to use a centralized multi-line modem pool for data transfer. This allows several (minimum 6) field computers to dial in and send information simultaneously.

Fully compliant

The software must have a radio option, which allows CAD information to flow to and from the field computers via private or public packet data networks.

Fully compliant. WESTECH provides a comprehensive radio option which allows use of several different connectivity options (private frequencies, CDPD, Ardis, RAM, PCS, etc.)

The software must provide electronic interfaces to invasive and/or non-invasive medical devices such as 12-lead cardiography, blood pressure monitors or other equipment.

The WESTECH EMS System currently provides electronic interfaces to ZOLLís System 12 and Propaq Pulse Oximeter. Other interfaces are available upon request. Please contact WESTECH/ZOLL for a quote.

The software should provide help for every field and the user should be taken to the appropriate screen in the software.

Fully compliant

The software must allow an administrator to easily maintain supporting lists for the data elements.

Fully compliant

The software must provide database maintenance functions including backup facilities and re-indexing.

Fully compliant

The software must provide the ability to perform ad-hoc reporting.

Fully compliant

The software must provide the ability to publish copies of the database.

Fully compliant

The software must provide the ability to easily maintain all code and system tables.

Fully compliant

The software must provide the ability to easily query for and batch print several run reports.

Fully compliant

The software must provide the ability to FAX any of report from the administration computer.

Fully compliant

#### Installation Requirements

All software must be loaded and verified at delivery.

All software and hardware will be drop shipped to the customer. A representative from WESTECH Mobile Solutions will be on-site to assist with installation of the WESTECH EMS System.



A manufacturer representative must be on-site to assist with configuration and troubleshooting for 2 days after the completion of the software installation. Additional days may be listed as optional on a per diem basis.

#### Fully compliant

All software must be Microsoft Windows( NT 4.0 compatible. Proof of compatibility may be required.

Current software fully supports a Windows 95 environment. Some minor workarounds necessary when doing file transfers in a NT environment but these are transparent to the customer. Release 3.0 will be fully NT compliant.

#### Training Requirements

The proposer must provide initial "Train the Trainer" type training for 1 day on site during the installation phase.

WESTECH provides 2 days on-site "Train the Trainer" type training once the customer's mobile units have been delivered.

#### Support Requirements

Direct Phone support hours must be at a minimum 8:00 CST to 5:00 CST, Monday through Friday excluding statutory holidays. A call person must be available 24 hours per day, 7 days per week for emergency use only.

During your initial start-up period (approximately 1 month), ZOLL will make their support staff available to you on a 7 day, 24 hour emergency call basis. If you wish to continue this service beyond this period, it can be continued for a fee of \$100/month. (Our experience to date is that our current support hours and problem resolution times provide more than adequate support to our "round-the clock" clients.)

Support for your project is included for the first 1 year following administration station training. During this time, the following services are provided:

Unlimited use of our 1-800 EMS product support line.

Complimentary upgrades to new releases (new releases are typically released once every 8 or 9 months).

Access to WESTECH's electronic bulletin board for product information, technical bulletins, etc.

The help-line hours are between 7:00 am and 7:00 PM Central Time, Monday through Friday, excluding only the following statutory holidays:

**Patient Transfer**

System captures transport arrive and depart time as well as transporting company, unit and transport type.

**Base Contact**

System collects information when a medical base is contacted. Hospital, method of contact, base notified, orders given or changed, who contacted, and tape and contact numbers must be collected.

**Crew Information**

System collects administrator-defined information on the crew such as region, station, shift, highest unit qualification, vehicle number and employee name, number and signatures for up to five employees. Crewmember signatures must be captured for printing on subsequent patient reports. Shift start time and date must also be captured. The user must be able to modify crew information for one or all calls entered by the crew.

Describe and diagram how and to what extent the system's databases (master files and table/control files) are integrated and shared between application modules. Does the system maintain an integrated database for all of the modules?

The WESTECH EMS System maintains a centralized integrated database known as the Master Administration Station Manager (Master ASM). This database supports all modules of the ASM software. The following documentation describes each of the ASM modules:

**What is the ASM Software?**

The Administration Station Manager (ASM) software is a control center of the Westech EMS System. It allows you to customize the behavior of the Mobile Unit software; move patient calls from one station to another; make corrections to data; and report on the data. It is also where you define the data collection hierarchy of your organization to the Westech System, a procedure that will require a thorough analysis of existing procedures and infrastructure.

**EMS Database Component**

This is comprised of all the database files or tables in the Westech EMS System. It includes all the system and code tables which define the EMS Mobile Unit software's selection lists which are used to capture your call data. In addition, the Westech EMS Mobile Unit System software is contained in this component.

### ASM Software Components

The ASM software performs many functions, and for this reason, it is broken down into the following components:

#### Setup Facility

Facility to setup the Westech EMS System on each desktop computer. Settings include transfer (station) node ID, main menu picture, file transfer settings, modem initialization strings, and required directory paths.

#### Common Tables Facility

The CTF is where the code and system tables are customized. The values in these tables will have a dramatic affect on the appearance and the behavior of the EMS Mobile Unit software. The CTF is also used to install and customize mobile unit configurations, and define file transfer (station) nodes, communication methods and stations with which to communicate.

#### File Transfer Facility

This module controls the movement of data between all the desktop computers in the Westech EMS System, as defined by your agency. This movement of data can be via direct cable connection, modem or Local Area Network (LAN).

#### Append Facility

Facility to perform appending (adding) of call data received from another computer to the current desktop computer. In the Westech EMS System, all collected data is moved to an ASM desktop computer. There are two steps in the process of moving data between two computers using the Westech EMS System. The first is the actual movement, which is accomplished by the File Transfer Facility. The second is the merging of the new data with any existing data on the ASM computer, which is accomplished by the Append Facility.

( Describe your approach to developing, implementing and upgrading system components, including upgrade pathways, timeline, and distribution methods.

### Development Approach

WESTECH uses industry standard methodologies in the design, construction and testing phases of software development. The following tools ensure a robust and efficient development environment:

#### Programmer's Workbench

Source Code Version Control Management

Computer Aided Data Modeling and Change Control

Unit Testing

Issue Resolution

Code Re-use

System Testing  
 Beta Testing  
 Pre-Release Program  
 Product Staging  
 Installation Diskettes  
 Trouble Shooter's Guide Documentation  
 User's Guide Documentation

#### Implementation Approach

Implementing the WESTECH EMS System is a significant undertaking. Fortunately, WESTECH will provide you with an Account Manager to provide training, telephone support and someone who has seen it all before. The WESTECH Account Manager will ease the implementation. Typically, the following steps will be taken in implementing the WESTECH EMS System:

Purchase order submitted by customer  
 Confirmation/assignment of customer Project Manager  
 Assignment and Introduction of WESTECH Account Manager  
 Order pen computers and equipment  
 Pen computers and equipment delivered  
 Software packaged and delivered  
 Ensure ASM hardware is ready to receive software  
 Initial discussions and information review  
 Administration Station Manager (ASM) training and setup  
 Table setup and EMS software configuration  
 Implementation issues discussion and resolution  
 Table review  
 Custom software development  
 Custom software delivery  
 'Train the Trainer'  
 Crew Training  
 Install supporting hardware (printers, docking stations, etc.)  
 Pilot (Dual Charting)  
 Revise tables as necessary  
 Work out final implementation issues  
 Go LIVE!

These steps can be achieved in as little as two months. Typically, our customers take anywhere from three to six months go live. WESTECH can provide a document (The Project Manager's Implementation Guide) which reviews all of these steps in detail.

#### Upgrading System Components

The WESTECH EMS System is currently at version 2.7B. Typically, WESTECH will provide a major release of software on an annual basis (i.e. 2.4, 2.5, 2.6, 2.7 etc.). Interim releases (i.e. 2.7A, 2.7B, etc.) appear between major releases. All customers on the maintenance program will receive all upgrades for free. Interim releases will address software bugs or custom development modules for specific clients. All upgrades are compatible with the previous version of software. This allows any customer to upgrade to the latest version of the WESTECH EMS Software. All software upgrades are available on the WESTECH electronic BBS or via the WESTECH World Wide Web site ( [HYPERLINK http://WWW.WESTECHMobile.com](http://WWW.WESTECHMobile.com))

[WWW.WESTECHMobile.com](http://WWW.WESTECHMobile.com)) . On request, WESTECH will mail software updates. All software upgrades come with complete installation diskettes and complete documentation.

Describe how referential integrity is achieved among the tables and databases of your software.

The WESTECH EMS System field software maintains referential integrity of the database. During data entry, all database rules are adhered to.

Describe any limitations regarding record modification in the event a patient care record is started and then temporarily closed prior to completion.

The WESTECH EMS Software allows active and closed calls. When attempting to close a call, the system will perform QA/QI rules (set up by the administrator) on the call before allowing the call to close. For example, if the last name is captured, then the date of birth is required. Or if the outcome of the call is refuse treatment, then a signature is required. These are called "Close Call Rules". Once all rules pass, the call may be closed. Once a call has been closed in the field, it may not be re-opened until after it has been sent the Administration Station Manager (ASM). If a paramedic needs to add information to a closed call, he may do so using the addendum screen.

Describe the record locking process utilized by your software after the user permanently closes the record. Describe the change control procedures and audit trails generated for addenda.

When a call is closed using the Mobile Unit field software, no further modifications may be made to the call. However, addendum information may be added (in a narrative style) on the Mobile Unit computer at which time the user name is documented. The Call Maintenance Facility is available on the Administration Station Manager (ASM) which allows an administrator (password protected) to add further addendum items, change incident numbers, re-open calls, close calls and delete calls. All activities in the Call Maintenance Facility are logged indicating the action, date, time and user id. All addenda and calls that are re-opened on the ASM are tracked with a user id, date and time. All addenda is printed on the WESTECH run reports.

Describe the process(s) for end-users to create custom reports. Is another software program required to create custom reports? If so, what is the software required? Provide copies of the

appropriate agreements showing authorization to sell, support, upgrade and enhance that application.

The WESTECH EMS System uses FoxPro databases. There are many tools that are available for custom report creation. WESTECH recommends either Crystal Reports (version 5.0) or Microsoft Access for custom report creation. Using either tool, an end-user may select tables and fields, perform table joins and obtain statistical information on all of the data that is stored in the WESTECH EMS System database. WESTECH recommends that all end-users attend a local training seminar on the report writing tool in order to be proficient with the product. To aid the end-user when creating custom reports, WESTECH supplies a complete data dictionary that fully documents all data elements in the WESTECH database. In addition, our technical support professionals are available to answer any questions that you may have about the WESTECH database.

Describe your technical software architecture (with version numbers) including all database management system(s), programming languages, operating systems, execution environment, terminal emulation, user interface and network connectivity (LAN and WAN). Provide a proposed configuration for Williamson County EMS and a diagram showing data flow within the configuration. Identify proprietary components.

The WESTECH EMS System consists of the field software used for data collection in the field and the back end ASM is used for data manipulation and reporting.

#### Field Software

The field software is written in C (version 8.0) using PenRight! Pro (version 3.62) for the development environment. The database is FoxPro (version 2.0) and Codebase (version 5.0) is used to access the database. The operating system required is MS DOS (version 6.2 or later). This application may also run in a DOS box under Windows 3.11 or Windows 95. The application is at home on a pen computer but may also execute on a desktop computer using a keyboard and mouse.

#### ASM

The ASM components are written using Microsoft Access (version 2.0). All ASM components attach to the FoxPro databases. Some components of the ASM are written in C for purposes of speed and efficiency. The ASM will operate under Windows 3.11, Windows 95 and under Windows NT with minor limitations (Please contact WESTECH for further details).

#### Proposed Configuration

WESTECH recommends the following configuration at Williamson County EMS:

15 Mobile Unit computers with dial-in access

10 Data Entry Workstations (DEWS) with field software and access to Management Reports and ad-hoc querying

- 1 Master ASM database (on the network File Server)
- 1 Master ASM workstation
- 1 File Transfer workstation (available 24 hours)

Describe the provisions in your software architecture to provide high availability of the system and to mitigate the risk of component failure (i.e. redundancy, fault tolerance, disk mirroring, etc.)  
Describe the recommended recovery strategy in the event of a failure of the software.

There are four areas within the WESTECH EMS System (as with any system) that have potential for data loss or data corruption. They are the mobile unit computers, the ASM database, the File Transfer, and the Append. WESTECH has performed many steps to minimize these risks.

#### Mobile Unit Computers

WESTECH recommends the use of rugged computers (with harsh environment cases) to ensure that the field computers will continue to work for a long time. To minimize hard-drive failure, WESTECH recommends the use of Flash Memory cards which have no moving parts. WESTECH saves all data entered on a per screen basis which ensures that all data is saved to the disk (or flash card) with each screen.

#### ASM Database

The ASM database is susceptible to hard-drive failure just as any other database is on a Windows NT server. At a minimum, WESTECH recommends nightly backups to be performed on this data. Other options including disk mirroring or a disk RAID may be implemented. Please contact WESTECH for more details on these types of options.

#### File Transfer

The file transfer process involves moving patient information from one computer to another. The WESTECH File Transfer facility provides a robust and fault tolerant file transfer protocol to ensure that all of the patient information is transferred successfully. Each file transfer is treated as a transaction, which must complete successfully or not at all. Any malfunction (i.e. power failure or cable disconnection) will cause the file transfer facility to roll back. Patient information will not be lost. All steps of the File Transfer Facility are logged in detail to aid in troubleshooting.

#### Append

The append process involves appending the patient information from each Mobile Unit computer and Data Entry Workstation (DEWS). Like the file transfer, the append facility is robust and fault tolerant. Each append is treated as a transaction which must complete successfully or not at all. Any malfunction (i.e. power failure or corrupt data) will cause the File Transfer Facility to roll back. Patient information will not be lost. All steps of the Append Facility are logged in detail to aid in troubleshooting.

#### Failure Recovery Strategy

We have also developed an outstanding reputation for product innovation and support. Much of our innovation comes from suggestions from our customers. This combined with a commitment to continual Research and Development into promising new technologies has allowed us to develop the fastest, most reliable and by far most functional product in the industry. Such innovations have allowed us to offer medical device interfaces, superior pen recognition, extensive radio integration and many time saving features that allows the fastest input of any mobile EMS system available. Our support is also second to none. Not only do we have 3 full-time staff in our Burlington office answering our 1-800 lines, we also have back-up staff in Vancouver (9 development and support staff). This work force allows us to give you prompt response to all your calls from 8:00AM Eastern Time to 5:00PM Pacific Time (7:00 AM to 7:00 PM Central time). WESTECH is constantly receiving accolades for the high level of support we provide. We encourage you to contact our customers (see reference list) to hear this first-hand) for yourself.

#### Appendix C ñ NetForce Overview

NetForce is a local company that WESTECH has chosen as their partner to allow us to provide Williamson County with a complete, integrated solution through WESTECH as the prime contractor. WESTECH will act as project manager and coordinate all activities and will guarantee the quality and completeness of all work performed.

We chose NetForce because it is a reputable local supplier (located less than 30 minutes from your offices) who can meet ALL of your Microsoft certification requirements.

#### Appendix D ñ Pricing Pages

Insert Hardware Pricing Pages

Insert Software Pricing Page

ZOLL MedicalC Corporation Proposal for Paperless Charting for EMS

Page PAGE 40

32 Second Avenue, Burlington, MA :01803-4420 ( Telephone: (800) 348-9011 FAX: (617:)272-5457

ZOLL MedicalC Corporation



32 Second Avenue, Burlington, MA :01803-4420 ( Telephone: (800) 348-9011 FAX: (617:)272-5457

LAN Items

Qty.	Description	Price
135 hours	<b>Network Technical Services</b> Includes: Assembly, configuration and testing hours	\$ 16,335.00
1	<b>Microsoft Windows NT Server v.4.0/10 Client Access License</b> Operating system on CD-ROM Media with Documentation.	\$ 1,303.50
15	<b>Microsoft Windows NT Server v.4.0/15 Client Access License Packs</b>	\$ 660.00
2	<b>Cheyenne ArcServe for Windows NT Server</b> Required for operation of DLT tape backup system installed in rack.	\$ 2,387.00
2	<b>Cheyenne InocuLAN for Windows NT Server</b>	\$ 1,518.00
1	<b>Cheyenne InocuLAN for Windows NT Server Clients</b> Continuous virus protection for network workstation disk(s).	\$ 1,721.50
1	<b>Cheyenne InocuLAN Client for Exchange Server</b>	\$ 830.50
1	<b>Cheyenne Disaster Recovery Option</b>	\$ 423.50
1	<b>Microsoft Exchange Server v.5.0</b> Includes ten (10) Client Access Licenses	\$ 1,578.50
15	<b>Microsoft Exchange Server Client Access Licenses</b>	\$ 19,222.50
1	<b>Microsoft Office 97 Professional / CD-ROM Media</b> We are recommending one (1) full copy of Office 97 Professional with media and documentation and twenty four (24) copies of license packs for additional local and remote users.	\$ 698.50
24	<b>Microsoft Office 97 Professional / Additional License Only</b>	\$ 15,444.00
1	<b>Compaq Rackmount DLT 15/30 Tape Drive</b> Includes tape drive mounted in Compaq External Rackmount SCSI Storage Expander Chassis. This unit mounts in Compaq 42U Rack listed under Network File Server section. Requires Cheyenne ArcServe for Windows NT listed in Network Application Software section.	\$ 4,636.50
3	<b>Compaq DLT Tape Cartridges/7 Pack</b>	\$ 1,270.50
3	<b>Compaq DLT Tape Cleaning Cartridges</b>	\$ 214.50
3	<b>Compaq DLT Tape Cleaning Cartridges</b>	\$ 214.50
1	<b>Shiva LANrover/E Plus w/4 v.34 Internal Modems and Software</b>	\$ 4,240.50
1	<b>Microtest CD-ROM Tower/7 Internal CD-ROM Drives</b> Includes Ethernet interface (10Base-T), seven (7) 16x CD-ROM drives, tower enclosure and user software.	\$ 4,240.50
1	<b>Compaq PD-CD Internal CD-ROM</b> This drive can be installed in workstation of your choosing. Provides both standard CD-ROM read capability as well as write capability. Please specify the exact number of drives that will be required (if more than one).	\$ 566.50

Official Quotation  
Hardware Pricing

LAN Items Continued

Qty.	Description	Price												
1	<b>Compaq 42U Rack Unit</b> Includes all hardware for mounting of two (2) Compaq Proliant rackmount file servers, keyboard, monitor, UPS , tape drive and keyboard/monitor switch.  Note: Compaq 42U rack enables you to save space by installing equipment for your new data center in a ten (10) square foot area.  The ProLiant 3000R server will provide your users with basic network application software, data storage and print services. The ProLiant 850R will function solely as a Microsoft Exchange server for electronic mail functions.	\$ 4,444.00												
1	<b>American Power Conversion SmartUPS 2200R</b> Includes all hardware and software (PowerChute + for Windows NT Server) for automatic, unattended shutdown and reboot of Compaq File Server in the event of power failure.  Important note! This UPS requires a NEMA 5-20P type outlet. If not all ready present in computer room, this will need to be installed by a certified electrician prior to installation of UPS.	\$ 1,776.50												
1	<b>American Power Conversion ShareUPS Module</b> Allows SsmartUPS 2200R to be shared by both Compaq Proliant servers listed below.	\$ 313.50												
1	<b>Compaq Proliant 3000R 6/300X Model 1 including:</b> Intel Pentium II 300 MHz Processor (Supports up to two), 256MB RAM Memory, Compaq 1.44MB 3.5" Diskette Drive, Compaq Internal 16x CD-ROM Drive, (3) Compaq 9.1GB Pluggable Fixed Disk Drives, Compaq SMART SCSI/SLDisk Array Controller (RAID-5 configuration), Compaq Integral Netelligent 10/100 Ethernet Adapter, Compaq V50 15" SVGA Color Display, Compaq Rackmount Internal Trackball Keyboard,	\$ 15,570.50												
1	<b>Compaq Proliant 850R 6/200 Model 1H including:</b> Intel Pentium Pro 200 MHz Processor, 128MB RAM Memory, Compaq 1.44MB 3.5" Diskette Drive, Compaq Internal Tray Load CD-ROM Drive, (2) Compaq 9.1GB Fixed Disk Drives, Compaq Ultra Wide SCSI PCI Disk Controller (Duplex), Compaq Integral Netelligent 10/100 Ethernet Adapter, FlexPort 42 Serial Board	\$ 9,696.50												
1	<b>Preferred Support Plan</b> <i>All services are billed on a time and materials basis. The PREFERRED SUPPORT PLAN provides ongoing service at a discounted rate. This provides the flexibility to use the appropriate level of support during the course of this project. The discounted hourly service rates for this plan are:</i> <table><tr><td>Project Manager</td><td>\$ 125</td></tr><tr><td>Advanced Network Engineer</td><td>\$ 105</td></tr><tr><td>Senior Network Engineer</td><td>\$ 100</td></tr><tr><td>Associate Network Engineer</td><td>\$ 90</td></tr><tr><td>Hardware Specialist</td><td>\$ 75</td></tr><tr><td>Applicaton Developer</td><td>\$ 105</td></tr></table>	Project Manager	\$ 125	Advanced Network Engineer	\$ 105	Senior Network Engineer	\$ 100	Associate Network Engineer	\$ 90	Hardware Specialist	\$ 75	Applicaton Developer	\$ 105	\$ 4,400.00
Project Manager	\$ 125													
Advanced Network Engineer	\$ 105													
Senior Network Engineer	\$ 100													
Associate Network Engineer	\$ 90													
Hardware Specialist	\$ 75													
Applicaton Developer	\$ 105													
<b>LAN ITEMS TOTAL</b>		\$ 113,707.00												

Pen Computer Items

Qty.	Description	Price
15	<b>Mobile Units</b> Includes: Fujitsu S1200s, Pentium 120, 16MB RAM, 1.4 GB Hard Drive, 12 MB Flash Cards, Win 95, 33.6 fax/modems, Harsh Environment Cases, Pen Tethers, Spare Batteries, Pens and PenRight Licenses.	\$ 71,545.00
1	<b>Fujitsu Keyboard, 3.5" Floppy Drive &amp; Port Replicator</b> **Please note these items were not specified in the RFP, however for the system to run properly they are required. Please call if you have any questions.**	\$ 800.00

Included at No Charge For Educational Purposes:  
PD1400, non clinical with power charger

PEN BASED ITEMS TOTAL \$ 72,345.00

Terms

1. Payment Net 30 days
2. Delivery will be made 30 - 60 days after receipt of this order.
3. Prices will be F.O.B. Georgetown, TX
4. Prices quoted do not include any applicable City, State and Federal Sales taxes

Options

Upgrade from 12 MB Flash Cards to 40 MB Flash Cards	ea.	\$	325.00
Replacement Pen Kits	ea.	\$	135.00
Battery Pack, \$1000 Li-Ion 4AH	ea.	\$	299.00
Keyboard, Fujitsu	ea.	\$	90.00
Auto Lighter Adapter (not required if using docking station)	ea.	\$	215.00

169

Qty	Description	Price
1	<b>Administration Station Software</b> Includes: Master Administration Station License, Management Reports Option, LAN Enabled Site License, Texas State Extract	\$ 14,820.00
10	<b>Mobile Unit Software Licenses</b> Includes: WESTECH Mobile Unit, Remote Upload and Fax Print Licenses	\$ 16,500.00
1	<b>Training &amp; Implementation Assistance</b> (Includes: 2 on site trips and associated expenses)	\$ 6,400.00
1	<b>Project Support</b> (Includes: 12 months support & maintenance services)	\$ 4,025.00
TOTAL		\$ 41,745.00

**Included at No Charge For Educational Purposes:**  
ZOLL *System 12* with Interpretive Algorithm for Pen Based Computers

- Terms**
1. Payment Net 30 days
  2. Delivery will be made 30 - 60 days after receipt of this order.
  3. Prices will be F.O.B. Georgetown, TX
  4. Prices quoted do not include any applicable City, State and Federal Sales taxes

<b>Options</b>			
Extract to SweetSoft Ambulance 2000, must own or be purchasing Sweet's Ambulance 2000	ea.	\$	3,500.00
sweetsoft's import from westech software (a sweetsoft product - necessary if purchasing WESTECH's import)	ea.	\$	995.00

<b>Product Maintenance Contract</b>			
The support services described under Warranty Support can be continued after the 12 month initial support period is over.			
The fee for the <b>One Year</b> contract will be:		\$	4,910.00
<i>Contract includes unlimited telephone support and software upgrades (released during the contract period).</i>			

MICRO AGE

VOL 0094 PAGE 863

## WILLIAMSON COUNTY PROPOSAL FORM

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Bid Invitation, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: CLARK DATA SYSTEMSMailing Address: 9777 W. GULF BAY # B-1000City: HOUSTON State: TX Zip: 77040Telephone: (713) 849-2828 Fax: (713) 849 2850Signature of Person Authorized to Sign Bid:  Date of Bid: 12/15/97Name and Title of Signer: DAVID ROOT - PEN+WHEELS DIVISION - TEAM LEADER  
(Please Print or Type)

## PLEASE COMPLETE THE FOLLOWING:

Prompt Payment Discount: \_\_\_\_\_% \_\_\_\_\_days. (If no discount is offered, Net 30 will apply.)

☒ Bidding on "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)☐ Bidding on low item basis. (Will accept award on "any or all" low bid items.)

List Additional Limitations if applicable: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DO NOT SIGN OR SUBMIT THIS FORM**  
**WITHOUT READING ENTIRE DOCUMENT**

171

VOL 0094 PAGE 864

*Clark Data Systems*  
9777 West Gulf Bank Rd.  
Suite B1000  
Houston, Texas 77040-3113

172

VOL 0094 PAGE 865

## **System Proposal and Recommendation**

### **Prepared for:**

***Williamson County Emergency Medical Services***  
**710 Main Street, Suite 303**  
**Georgetown, Texas 78626**

### **Prepared by:**

***Clark Data Systems, Inc.***  
**9777 West Gulf Bank Rd., Suite B1000**  
**Houston, Texas 77040-3113**  
**(713) 849-2828**

**173**



**Proprietary Notification**

*The information contained within this document is confidential and should not be disclosed except for Williamson County Emergency Medical Services's internal evaluation purposes. Disclosure of this information for other than internal evaluation purposes is not permitted without the written permission of an officer of MicroAge CDS*

174

PRICE SCHEDULE

VOL 0094 PAGE 867

ITEM #	DESCRIPTION OF PRODUCT OR SERVICES	QTY	COST	TOTAL
<b>I. PC WORKSTATION ASSEMBLY</b>				
1	<b>WORKSTATION PCs</b> Provided By WCEMS	10	\$ -	\$ -
2	<b>ADDITIONAL MEMORY</b> Additional memory if required will be provide By WCEMS, 16MB Min Req.			
3	<b>NETWORK INREFFACE CARD (NIC)</b> Intel 10/100 network cards	10	\$ 161.00	\$ 1,610.00
4	<b>MODEM</b> WCEMS will supply a 56k Modem installed on the designated PC	1		
5	<b>SOFTWARE – NETWORK</b> Microsoft Office Pro Software Suite, Workstation software Microsoft Office Pro Software Suite, Workstation License MS Exchange Client License NT Server Workstation License (included w/FS) Cheyenne 10-User NT Server Faxing Software	1 9 5  1	\$ 569.00 \$ 475.00 \$ 57.25  \$ 695.00	\$ 569.00 \$ 4,275.00 \$ 286.25  \$ 695.00
6	<b>SOFTWARE – PC ONLY</b> PcAnywhere Host/Remote Comm Software, 3.5" PcAnywhere Remote Comm Software, 3.5"	1 1	\$ 132.91 \$ 76.28	\$ 132.91 \$ 76.28
7	<b>MONITOR</b> Supplied By WCEMS			
8	<b>SURGE PROTECTION</b> Surge Protection for PCs will be supplied by WCEMS	10		
9	<b>HP LASERJET</b> Existing HP LaserJet – SUPPLIED BY WCEMS Network Card, compatible with Laserjet, - SUPPLIED BY WCEMS	1 1		
<b>Hand-Held PC's</b>				
1	ST1200 Transflective 16/1.6 Win95	15	\$ 3,675.40	\$ 55,131.00
2	Harsh Environment Cases	15	\$ 193.20	\$ 2,898.00
3	8MB Flash Cards	15	\$ 161.00	\$ 2,415.00
4	MS OfficeProfessional	15	\$ 475.00	\$ 7,125.00
5	MS Exchange Client Licenses	15	\$ 57.25	\$ 858.75
6	NT 4.0 Client Access License	15	\$ 31.65	\$ 474.75
7	Spare Stylus	15	\$ 115.00	\$ 1,725.00
8	Spare Battery	15	\$ 275.08	\$ 4,126.20
9	Tether	15	\$ 25.00	\$ 375.00
10	Keyboards	15	\$ 82.80	\$ 1,242.00
11	Cellular Fax Modem	15	\$ 259.00	\$ 3,885.00
12	EMS Solution 2000 single license	15	\$ 1,500.00	\$ 22,500.00
13	travel	1	\$ 2,000.00	\$ 2,000.00

14	Auto Adapters	15	\$ 197.80	\$ 2,967.00
15	pre-delivery installation Labor and testing - 20 hrs @ \$75	20	\$ 75.00	\$ 1,500.00
16	1 year Administrator Level tech support - 5x8 for EMS System 2000 Support includes 9am - 5pm CST - 24 incidents, emergency calls will be billed at \$250 per hour as emergency calls. This Support will be provided by Healthware Solutions.	1	\$ 3,000.00	\$ 3,000.00

**EMS Solution 2000 Server Software** (See alternatives in "OPTIONS  
Below)

1	<b>EMS Solution 2000 SQL Server</b> Used for wide area networks utilizing true client-server technology for cellular or land-line modem dialup. Includes MS SQL6.5 w/5 user license, and EMS Solution 2000 SQL Server Software and Custom Installation. (2 days) <b>For dial in and remote access, this is the recommended technology, and will function better for WCEMS in the long run</b>	1	\$ 12,000.00	\$ 12,000.00
---	--	---	--------------	--------------

**II. FILE SERVER ASSEMBLY**

1	<b>FILE SERVER PC</b> NEC Model ES1200, Pentium II, 512KB Cache, 64MB ECC Memory 12X-CD ROM, Two (2) 9GB Hard Drives, 10/100 NIC w/Processor Three (3) US Robotics 56k Modems, 7x24-4hr response maintenance	1	\$ 6,994.00	\$ 6,994.00
2	<b>NICs</b> Included with file server Not Required, Compaq included NIC in server			
3	<b>FILE SERVER NETWORK SOFTWARE</b> NT File Server Software w/10 Workstation Clients PcAnywhere-Workstation, CD based, Load from FS	1	\$ 1,046.73	\$ 1,046.73
4	<b>FILE SERVER EMAIL SOFTWARE</b> MS Exchange Server Software with 5 client licenses	1	\$ 969.00	\$ 969.00
5	<b>POWER STRIP</b> APC Surge Protector, 7-outlets	1	\$ 15.40	\$ 15.40
6	<b>MONITOR</b> CTX 15" 1024 x768 SVGA Color	1	\$ 294.00	\$ 294.00
7	<b>MODEM</b> Included with file server PC			
8	<b>TAPE BACKUP</b> HP 24GB External Tape Drive 12/24 GB HP Tape Cartridges - five (5) pack	1 3	\$ 1,581.00 \$ 144.00	\$ 1,581.00 \$ 432.00
9	<b>TAPE BACKUP SOFTWARE</b> Cheyenne NT Tape Backup Software	1	\$ 685.43	\$ 685.43
10	<b>UN-INTERRUPTIBLE POWER SUPPLY (UPS)</b> APC Electrical Power Battery Backup	1	\$ 473.64	\$ 473.64
11	<b>UPS SHUTDOWN SOFTWARE</b> Included with UPS			
12	<b>7-BAY CD-TOWER</b> Procomm 7-bay EtherNet CD-Tower HP Surestore CD Writer Ext CD Drive	1 1	\$ 2,994.00 \$ 530.00	\$ 2,994.00 \$ 530.00

13	<b>RAS ACCESS SYSTEM WITH SIX MODEMS</b>				
	US Robotics 56k External Modems	6	\$	195.00	\$ 1,170.00
	8-Port DigiBoard - with cable	1	\$	570.00	\$ 570.00
	RAS Modification Software to allow multiple concurrent RAS access	1	\$	994.00	\$ 994.00
14	<b>WatchGuard Remote Access Firewall</b>	1	\$	3,995.00	\$ 3,995.00
	Labor To Install & Config Firewall	8	\$	150.00	\$ 1,200.00
<b>III. CABLING INFRASTRUCTURE</b>					
1	<b>CABLE DROPS PROVIDED BY WCEMS</b>				
	Ten (10) 100BT Category 5 Voice / Data cable drops	10	\$	-	\$ -
2	<b>PATCH CABLE FOR PCs – PROVIDED BY WCEMS</b>				
	15ft Category 5 Patch Cables	10	\$	-	\$ -
3	<b>PATCH CABLES HUB – PROVIDED BY WCEMS</b>				
	3ft Category 5 Patch Cables	10	\$	-	\$ -
4	<b>100BT HUB – PROVIDED BY WCEMS</b>				
	100BT Hub	1	\$	-	\$ -
<b>IV. LABOR SERVICES</b>					
1	<b>WORKSTATION HARDWARE / SOFTWARE INSTALLATION &amp; CONFIGURATION - IN-HOUSE</b>				
	The following software / hardware components will be installed in the Workstation PCs:	1	\$	150.00	\$ 150.00
	a. Intel 10/100 network cards				
	b. Microsoft Office Suite, which includes MS Word, MS Excel and PowerPoint				
	c. MS Exchange, installation and configuration of the email software				
	d. NT Server Client, installation and configuration of the server access software				
	e. Install / Config PcAnywhere Host/Remote Sftwr				
	f. Test APC Surge Protector, 7-outlets				
	g. Install & test Monitor				
	h. Test internal Modem				
2	<b>FILE SERVER HARDWARE / SOFTWARE INSTALLATION &amp; CONFIGURATION - IN-HOUSE</b>				
	The following software / hardware components will be installed in the network file server PC:	20	\$	150.00	\$ 3,000.00
	a. NT File Server Software				
	b. PcAnywhere, to allow load from Workstation				
	c. MS Exchange Email software				
	h. Word, Excel & PowerPoint server software				
	i. Test APC Surge Protector, 7-outlets				
	j. Test 15" SVGA Color				
	k. Install & test 12/24 DAT Drive				
	l. Install & Config Cheyenne Tape backup software				

177

## 3

32	\$	150.00	\$	4,800.00
----	----	--------	----	----------

**V.**

2	\$	150.00	\$	300.00
---	----	--------	----	--------

8	\$	160.00	\$	1,280.00
---	----	--------	----	----------

1	\$	1,250.00	\$	1,250.00
---	----	----------	----	----------

## VI.

1

File Server has a one (1) year 7x24 onsite limited warranty, onsite support

## 2

1	\$ 8,995.00	\$ 8,995.00
---	-------------	-------------

1	\$ 12,495.00	\$ 12,495.00
---	--------------	--------------

**Onsite within 24 hours of request for support**

**OPTIONS:**

1	\$ 2,500.00
---	-------------

1	\$ 6,500.00
---	-------------

**TOTALS**      \$ 188,081.35

## SCHEDULES FOR INSTALLATION AND PAYMENT TERMS

Estimated Initial Approval Date	December, 23 1997
Estimated Date for Network Cabling	Provided by WCEMS
Estimated Date for Ordering Products	December, 29 1997
Estimated Date for In-house Workstation Install	January 12 thru January 26, 1998
Estimated Date for In-house File Server Install	January 12 thru January 26, 1998
Estimated Date for Onsite Network Install	January 26, thru February 4, 1998

**Payment Terms Options:**      -- Payment required 20 days after delivery of equipment

**NT 4.0 Network Support Agreement**  
**WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES**

---

Client

**Network Administrative Support**

Network Administrative Support will be available Monday through Friday from 8am to 5pm except CDS-holidays and beeper support 7x24, via telephone, via modem, or on-site as necessary. If on-site service is required it will be billed at our current rates for technicians and engineers. Customer must provide a minimum of a 56K kbps modem, an incoming telephone line connected to the modem, and a remote communications software package as specified by CDS.

Prior to the start of this agreement, CDS will perform an analysis of the customer's network to determine the current network condition, its maintainability, and identify any areas that would benefit from increased efficiency. This activity will consist of approximately two (2) hour's on-site at a mutually convenient scheduled time.

The above support options require that the file server be protected by a MicroAge/CDS on-site hardware service agreement that is coterminous with this agreement. This Network Administrative Support Agreement is made as an attachment to the MicroAge Service Agreement including its terms and conditions. Any services requested outside the scope of this agreement or the hardware service agreement will be billed to the Customer at the then current published rates for those activities and payable within ten (10) days from date of invoice.

Customer is responsible for reconstruction of lost or altered files, data, or programs, and for the security of its proprietary, confidential, and classified information. CDS in no event shall be liable for any direct, indirect or incidental damages (including loss of profits) due to loss of company data or programs. Customer has sole responsibility for maintaining a current backup of such data and programs.

**Accepted:** \_\_\_\_\_ Date \_\_\_\_\_  
Client  
  
\_\_\_\_\_  
Clark Data Systems, Inc.

180

## EXCEPTIONS

- 1) The documentation for the hardware and software is not available on diskette, and will be provided in written format as provided by all of the manufacturers included within this proposal.



### ACCEPTANCE CRITERIA

It is agreed by all parties hereto that prior to the installation of any of the equipment contained herein, CDS and WCEMS will agree in writing as to the specific acceptance criteria by which it will be agreed that the system has been properly installed.

**AGREEMENT FOR SYSTEMS INTEGRATION SERVICES**

Between

**WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES**  
710 Main Street, Suite 303  
Georgetown, Texas 78626

Attention: Ms. Ginny Atkinson  
Purchaser

And

**Clark Data Systems, Inc.**  
9777 West Gulf Bank Rd., Suite B1000  
Houston, Texas 77040-3113

Your approval below constitutes acceptance of the network integration services detailed in the Scope Of Work.

Agreed and understood

WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES  
Systems, Inc.

Accepted by Clark

By \_\_\_\_\_  
Ms. Ginny Atkinson

By \_\_\_\_\_  
Bill Peterson

Date \_\_\_\_\_

Date \_\_\_\_\_

AGENDA ITEM # 22

January 13, 1998

\*

Consider awarding, rejecting or extending proposals for professional services for transportation planning.

Judge Doerfler advised Commissioner Heiligenstein wished to table this item until the meeting of January 20, 1998, for interviews and review of the 2 proposals received.

AGENDA ITEM # 23

January 13, 1998

\*

Consider authorizing advertising and setting date for public hearing on revisions to subdivision regulations.

Seconded: Judge Doerfler

Motion: Commissioner Boatright

To: To authorize work session at 2 p.m. on January 27, 1998, and Public hearing at 10 o'clock a.m. on February 10, 1998, for subdivision regulations.

Vote: Motion carried 4 - 0 with Commissioner Hays absent from the dais.

AGENDA ITEM # 24

January 13, 1998

\*

Consider authorizing advertising and setting date to open bids for improved building, storage building and storage shed at Central Maintenance Facility.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To authorize advertising 10 a.m. March 24, 1998, to open bids for improved building, storage building and storage shed at Central Maintenance Facility.

Vote: Motion carried 5 - 0

AGENDA ITEM # 25

January 13, 1998

\*

Consider making appointments to the Grievance Committee for 1998.

Judge Doerfler drew the following prospective names for service on the 1998 Grievance Committee:

Isabel Balderas Sloan	3913 Hillside,	Round Rock, Tx.
Deborah Albers	CR 329,	Walburg, Tx 78673
Donald Lee McCarthy	205 Acker Drive,	Georgetown, Tx 78628
Linda Fisher	320 A Tamara,	Georgetown, Tx.
Cora Scurlock	3000 Live Oak,	Round Rock, Tx.
Edward Lopez	Box 606,	Granger, Tx. 76530
Albert Martin Parker	1707 Essen Avenue,	Round Rock, Tx.
Harold Bludau	205 Acker Drive,	Georgetown, Tx. 78628
Jose Cantu	1807 Parkwood,	Leander, Tx. 78641

184

Moved: Commissioner Mehevec

Seconded: Judge Doerfler

Motion: To note the drawing of the above listed names with contact to be made for the possibility of service on the 1998 Grievance Committee.

Vote: Motion carried 3 - 1 with Commissioner Heiligenstein voting against the motion and Commissioner Hays absent from the dais.

< Clerk copy here >

- 2 EDWARD LOPEZ BOX 606  
~~108 S. GUADALUPE, GRANGER, TX 76530~~
- 6 Deborah Albers CR 329, Walburg, Texas 78673
- 8 Albert Martin Parker 1706 Essen Ave., Round Rock, TX 78
- ~~148~~ Cora Nichols Scurlock 3000 Live Oak, Round Rock, TX 78
- 5 Linda Fischer 320 A Tamara, Georgetown, TX 78
- 11 Harold Bludau *asst. foreman* 1320 Meadowild, Round Rock, TX
- ~~14~~ 20 Donald Lee McCarthy 205 Acker Dr., Georgetown, Tx 78628
- 14 Isabel Balderas Sloan 3913 Hillside, Round Rock, TX 78
- 5 Jose Cantu *returned 90* 1807 Parkwood, Leander, Tx 78641

AGENDA ITEM # 26

January 13, 1998

\*

Consider approving the transfer of Reserve Deputy John Groom from Precinct #4 to Precinct #2.

Moved: Commissioner Boatright

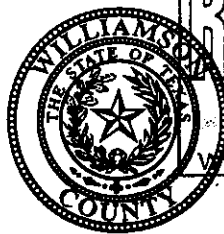
Seconded: Commissioner Mehevec

Motion: To approve the transfer of Reserve Deputy John Groom from Precinct #4 to Precinct #2.

Vote: Motion carried 4 - 0 with Commissioner Hays absent from the dais.  
< Clerk copy here >

**OFFICE OF CONSTABLE  
MARTY RUBLE**

Justice Precinct Four  
County of Williamson  
State of Texas



JAN - 7 1998

AUDITORS OFFICE  
WILLIAMSON COUNTY, TEXAS

115 W. 6th St.  
Taylor, Texas 76574  
Office (512) 365-3491

**CONSIDERATION REQUEST**

**JANE TABLERIOU**

**1/6/98**

**PLEASE PLACE THE FOLLOWING REQUEST ON NEXT WEEKS AGENDA  
FOR THE COUNTY COMMISSIONERS CONSIDERATION:**

**TRANSFER RESERVE DEPUTY JOHN GROOM FROM PRECINCT FOUR  
TO PRECINCT TWO.**

**CONSIDER APPOINTMENT OF KEVIN SANSOM TO THE POSITION OF  
RESERVE DEPUTY CONSTABLE PRECINCT FOUR TO REPLACE MR.  
GROOM.**

**THANK YOU,**

A handwritten signature in black ink, appearing to read "M. Ruble".

**MARTY RUBLE  
CONSTABLE, PRECINCT FOUR**

O.K. for agenda  
Thanks  
DJ  
1-13-98  
~~1-13-98~~

approved 1-13-98  
John C. Daehler

AGENDA ITEM # 27

January 13, 1998

\*

Consider approving the appointment of Kevin Sansom as Reserve Deputy Precinct #4.

Moved: Commissioner Boatright

Seconded: Commissioner Mehevec

Motion: To approve the appointment of Kevin Sansom as Reserve Deputy Precinct #4.

Vote: Motion carried 4 - 0 with Commissioner Hays absent from the dais.

AGENDA ITEM # 28

January 13, 1998

\*

Consider approving the following fixed assets to be sold at the next County Auction from Constable Precinct #2:

(1) Brown Office chair	A107763
(1) Green Office Chair	A101685

Moved: Commissioner Boatright

Seconded: Commissioner Mehevec

Motion: To approve the following fixed assets being sold at the next County Auction from Constable Precinct #2:

(1) Brown Office chair	A107763
(1) Green Office Chair	A101685

Vote: Motion carried 4 - 0 with Commissioner Hays absent from the dais.  
< Clerk copy here >

CHANGE OF FIXED ASSET STATUS

DATE 01/05/98

THE FOLLOWING FIXED ASSET IS TO BE: (CIRCLE ONE)

~~TRANSFERRED~~ Auction  
SOLD  
~~DISPOSED~~

FIXED ASSET

Quantity:	Description	Model	Serial #
One	Brown Office Chair	Smivel	Bar Code # A107263
ONE	GREEN OFFICE	UGLY	" # A101685

FROM: (Transferor): CONSTABLE PCT 2 (552)  
TO: (Transferee): N/A

The Transferor requests that this fixed asset to be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Approved 1-13-98  
John C. Daehler

[Signature]  
Transferor - Elected Official / Department Head

W.A. Brundage  
Transferee - Elected Official / Department Head

AGENDA ITEM # 29January 13, 1998\*

Consider rescinding line item transfer for Maintenance Department approved November 21, 1997:

From: 100-509-4510	Maintenance & Repairs	\$445.00
To: 100-409-4992	Recycling	455.00

Moved: Commissioner Boatright

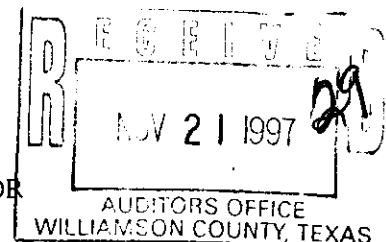
Seconded: Commissioner Mehevec

Motion: To rescind line item transfer for Maintenance Department approved November 21, 1997:

From: 100-509-4510	Maintenance & Repairs	\$445.00
To: 100-409-4992	Recycling	455.00

Vote: Motion carried 4 - 0 with Commissioner Hays absent from the dais.  
< Clerk copy here >





## ORDER APPROVING A LINE ITEM TRANSFER FOR

GENERAL 509 - MAINTENANCE WABredid  
 FUND DEPARTMENT SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 18th day of November, 1997, a motion made by Commissioner Boatright and duly seconded by Judge Doerfler the motion carried by a vote of 3 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1997/98 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

## FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
100-509-4510	MAINT, & REPAIRS	\$455 <sup>00</sup>

## FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
100-409-4992	RECYCLING	\$455 <sup>00</sup>

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

ATTEST

Elaine Bizzell  
 Elaine Bizzell, County Clerk

John C. Doerfler 11-18-97  
 John C. Doerfler, County Judge

approved to rescind 1-13-98  
John C. Doerfler

id fm 200-214-4999  
 \$1300.

PO# 34123  
 8/8 CK# 8/12

190

AGENDA ITEM # 30

January 13, 1998

\*

Consider approving the transfer of the following fixed assets from Constable Precinct #1 to Maintenance:

(1)	CPU ATC computer	286	A107694
(1)	Keyboard		A107693
(1)	Monitor	CM-8428	A107695
(1)	Printer Citizen	120D	A107698
(1)	Minolta Copier	EP3120	A101921

Moved: Commissioner Boatright

Seconded: Commissioner Mehevec

Motion: To approve transfer of the following fixed assets from Constable Precinct #1 to Maintenance:

(1)	CPU ATC computer	286	A107694
(1)	Keyboard		A107693
(1)	Monitor	CM-8428	A107695
(1)	Printer Citizen	120D	A107698
(1)	Minolta Copier	EP3120	A101921

Vote: Motion carried 4 - 0 with Commissioner Hays absent from the dais.  
< Clerk copy here >

### CHANGE OF FIXED ASSET STATUS

DATE 12/30/97

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

### FIXED ASSET

Quantity	Description	Model	Serial #
1	CPU - ATC Computer	286	A107694
1	KEYBOARD		A107693
1	MONITOR 14" Color Model CM-8428		A107695
1	PRINTER CITIZEN 120D		A107698
1	MINOLTA Copier Model EP3120		A101921

FROM (Transferor): CONSTABLE, Precinct ONE

TO (Transferee): MAINTENANCE

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

[Signature]  
Transferor - Elected Official/Department Head

[Signature]  
Transferee - Elected Official/Department Head

approved 1-13-98  
John C. Daerfler

AGENDA ITEM # 31

January 13, 1998

\*

Consider approving the selling of the following fixed assets at the next County Auction from Tax Office:

(1) Copier Gestetner 2110C 9611525 A109918

Moved: Commissioner Boatright

Seconded: Commissioner Mehevec

Motion: To approve the sale of (1) Gestetner copier 2110C 9611525, A109918 by the Tax Office at next county auction.

Vote: Motion carried 4 - 0 with Commissioner Hays absent from the dais.

< Clerk copy here >

### CHANGE OF FIXED ASSET STATUS

DATE Dec. 17, 1997

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

AT NEXT AUCTION

DISPOSED

### FIXED ASSET

Quantity	Description	Model	Serial #	CO #
1	Copier	Gestetner 2110C	96J1525	A109918

FROM (Transferor): Williamson Co. Tax Office - Round Rock

TO (Transferee): Williamson Maintenance

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Deborah M. Hunt  
Transferor - Elected Official/Department Head

W. A. Benedict  
Transferee - Elected Official/Department Head

approved 1-13-98  
John C. Dwyer

AGENDA ITEM #32

January 13, 1998

\*

Consider declaring an emergency and approving a budget amendment from Road and Bridge cash ending balance:

To: 200-210-3599 \$140,737.78

Moved: Commissioner Boatright

Seconded: Commissioner Mehevec

Motion: To declare an emergency and approve a budget amendment from Road and Bridge cash ending balance:

To: 200-210-3599 \$140,737.78

Vote: Motion carried 4 - 0 with Commissioner Hays absent from the dais.  
< Clerk copy here >

AN ORDER DECLARING AN EMERGENCY AND A GRAVE PUBLIC NECESSITY DUE TO UNFORESEEABLE CIRCUMSTANCES AND APPROVING A BUDGET AMENDMENT FOR

FUND	DEPARTMENT
------	------------

WHEREAS, THE WILLIAMSON COUNTY COMMISSIONERS COURT HAS CAREFULLY STUDIED THE PUBLIC NECESSITY OF INCREASING THE AUTHORIZED EXPENDITURES DURING THIS FISCAL YEAR; AND

WHEREAS, THE WILLIAMSON COUNTY COMMISSIONERS COURT, DUE TO UNFORESEEABLE CIRCUMSTANCES, DID NOT APPROPRIATE SUFFICIENT FUNDS IN THE CURRENT BUDGET FOR THIS NECESSARY EXPENDITURE; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT THAT AN EMERGENCY AND GRAVE PUBLIC NECESSITY DOES EXIST DUE TO UNFORESEEABLE CIRCUMSTANCES.

WHEREAS, ON THE 13th DAY OF January, 1998, A MOTION MADE BY Commissioner Boatright AND SECONDED BY Commissioner Mehevec THE MOTION CARRIED BY A VOTE OF 4 FOR, 0 AGAINST.

WHEREAS, THE WILLIAMSON COUNTY COMMISSIONERS COURT HAS DECLARED AN EMERGENCY AND A GRAVE PUBLIC NECESSITY DUE TO UNFORESEEABLE CIRCUMSTANCES IN THE MATTER OF BUDGETING NECESSARY FUNDS FOR THE ABOVE MENTIONED DEPARTMENT; NOW

THEREFORE, BE IT ORDERED THAT THE 1998 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND FROM THE UNAPPROPRIATED FUNDS IN THE GENERAL FUND, THE FOLLOWING AMOUNTS BE APPROPRIATED FOR THE FOLLOWING LINE ITEMS:

ACCOUNT #	DESCRIPTION	AMOUNT
200-210-3599	Rd construction	\$ 140,737.78

WHEREUPON, A MOTION DULY MADE AND SECONDED, THE WILLIAMSON COUNTY COMMISSIONERS COURT DID AUTHORIZE THE COUNTY JUDGE TO SIGN THIS ORDER, THE COUNTY CLERK WAS INSTRUCTED TO FILE A COPY OF THIS ORDER WITH THE EXISTING BUDGET, AND TO FORWARD A COPY OF THIS ORDER TO THE COUNTY AUDITOR.

John C. Doerfler 1-13-98  
JOHN C. DOERFLER, COUNTY JUDGE

ATTEST:

Elaine Bizzell  
ELAINE BIZZELL, COUNTY CLERK

AGENDA ITEM # 33

January 13, 1998

\*

Hear comments from Commissioners.

Commissioner Heiligenstein advised the Parks Committee had been looking at 5 or 6 sites and wanted to see more. The Commissioner felt the Committee should look at additional sites alone and felt they would be finished by the end of January or the first of February, 1998.

The Corp Study Group is meeting this afternoon and the 911 meeting is 2 p.m. Friday, January 16, 1998. Hopefully Round Rock, Georgetown and Williamson County will be represented for the 911 meeting.

Commissioner Mehevec discussed difficulty with the 800 Mz radio system.

Judge Doerfler indicated a problem with the microwave tower could be causing the difficulty.

COMMISSIONERS COURT ADJOURNED AT 11:55 A.M. ON TUESDAY, JANUARY 13, 1998.

AGENDA:

\*

MINUTES

\*

of the

WILLIAMSON COUNTY ROAD DISTRICT MEETING

January 13, 1998

THE STATE OF TEXAS            ) (

COUNTY OF WILLIAMSON        ) ( BE IT REMEMBERED that at 11:56 a.m. on this the 13th day of January A.D., 1998, there was begun and holden a REGULAR SESSION of the Commissioners Court of Williamson County, Texas, pursuant to V.A.C.S. art. 6702-1, acting as ex-officio road commissioners of their respective precincts, the following members being present, to-wit:

JOHN C. DOERFLER, County Judge  
MICHAEL L. HEILIGENSTEIN, Commissioner, Precinct 1  
GREGORY W. BOATRIGHT, Commissioner, Precinct 2  
Absent.....DAVID S. HAYS, Commissioner, Precinct 3  
JERRY L. MEHEVEC, Commissioner, Precinct 4  
ELAINE BIZZELL, County Clerk

I.                               January 13, 1998

Read and approve the minutes of the last meeting.

Moved: Judge Doerfler  
Seconded: Commissioner Mehevec  
Motion: To approve the minutes of the last meeting.  
Vote: Motion carried 4 - 0

II.                              January 13, 1998                       \*

Discuss and take appropriate action on the Southeast Williamson County Road District #1, but not limited to payment of bills.

Moved: Commissioner Boatright  
Seconded: Commissioner Mehevec  
Motion: To approve payment of \$252.86 to Brown McCarroll Sheets and Crossfield  
Vote: Motion carried 4 - 0  
                                    < Clerk copy here > SERD

BROWN McCARROLL SHEETS &  
CROSSFIELD, L.L.P.  
309 EAST MAIN STREET  
ROUND ROCK TX 78664-5246  
(512) 255-8877

Copy to Jerry  
1-6-97

December 31, 1997

SERRD  
C/O JERRY MEHEVEC, CTY COMM  
PO BOX 1104  
TAYLOR TX 76574

Re: Special Counsel

Attorney - CDC

PROFESSIONAL SERVICES

	<u>Hours</u>	<u>Amount</u>
12/3/97 CDC Conference with Nickey Lawrence.	0.80	80.00
12/4/97 CDC Phone conference with Jim Stendebach regarding SERRD payment.	0.20	20.00
CDC Conference with Nickey Lawrence regarding assessments.	0.80	80.00
12/10/97 CDC Phone conference with Nickey Lawrence.	0.20	20.00
12/23/97 CDC Conference with Jim Stendebach regarding reallocation of debt on Bradford Park.	0.50	50.00

For professional services rendered

2.50 \$250.00

EXPENSES

12/2/97- Fax	1.00
12/25/97- Long distance phone calls	1.86

Total expenses

\$2.86

TOTAL AMOUNT OF THIS BILL

\$252.86

PREVIOUS BALANCE

\$1,472.91

196

SERRD

Page 2

	<u>Amount</u>
12/17/97- Payment - thank you	(\$402.21)
12/24/97- Payment - thank you	(\$1,070.70)
	<hr/>
Total payments	(\$1,472.91)
	<hr/>
BALANCE (due upon receipt)	\$252.86
	<hr/>

approved 1-13-98  
John C. Daefler



Seconded: Judge Doerfler

Vote: Motion carried 4 - 0

## HERITAGE PRINTING

P. O. BOX 127

**OFFICE SUPPLIES**  
**863-5454**

approved 1-13-98  
to be split by all  
3 road districts.  
John C. Daefler

III.

January 13, 1998 \*

Discuss and take appropriate action on the Southwest Williamson County Road District # 1, including, but not limited to payment of bills.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To approve payment of \$1,283.04 to Brown McCarroll Sheets and Crossfield.

Vote: Motion carried 4 - 0

&lt; Clerk copy here &gt; SWRD

BROWN McCARROLL SHEETS &  
CROSSFIELD, L.L.P.  
309 EAST MAIN STREET  
ROUND ROCK TX 78664-5246  
(512) 255-8877

December 31, 1997

SW WILLIAMSON COUNTY ROAD DISTRICT  
NO. 1  
C/O JUDGE JOHN DOERFLER  
WILLIAMSON COUNTY COURTHOUSE  
GEORGETOWN TX 78626

Re: Special Counsel

Attorney - CDC

PROFESSIONAL SERVICES

		<u>Hours</u>	<u>Amount</u>
11/26/97	KAH Telephone conference with Nickey Lawrence; telephone conference with Secretary of State regarding agent for service of process info - Pohl Brown Petition.	0.20	20.00
12/1/97	KAH Preparation of foreclosure petitions-Pohl Brown et al; telephone conferences with Nickey Lawrence; travel to Williamson County District Clerk's office for research; telephone conference with Alamo Title Company.	1.00	100.00
12/2/97	CDC Phone conference with Nickey Lawrence.	0.20	20.00
	CDC Phone conference with Cindy Guergen regarding Hog Farm Tract.	0.30	30.00
	CDC Phone conference with Nickey Lawrence.	0.20	20.00
	CDC Phone conference with Phyllis from Heritage Title regarding buy/dry sale.	0.20	20.00
	CDC Compute reallocation of debt for 17.32 acres in Spring Ridge Subdivision for payoff of \$17,000 assessment.	0.70	70.00
	KAH Research info for petitions; telephone conference with Claire Wolff, Alamo Title, regarding title search for petitions; fax info to Claire; telephone conference with McCreary Veselka et al regarding ongoing petitions; fax info to McCreary Veselka et al; preparation of petitions; telephone conference with Nickey Lawrence regarding Brooke Ltd. and Property Fund #2 old ad valorem assessments.	1.00	100.00

copy to  
Greg  
1-6-97

## SW WILLIAMSON COUNTY ROAD DISTRICT

Page 2

			<u>Hours</u>	<u>Amount</u>
12/3/97	CDC	Conference with Nickey Lawrence.	0.80	80.00
	KAH	Research pending tax suits at courthouse; telephone conference with McCreary Veselka et al and Calame Linebarger et al; prepare Pleas in intervention.	0.90	90.00
12/4/97	CDC	Conference with Nickey Lawrence regarding assessments.	0.80	80.00
	KAH	Telephone conference with Williamson County Appraisal District.	0.10	10.00
12/5/97	CDC	Phone conference with Cindy Guerken from the Land Office regarding sale of Hog Farm Tract.	0.20	20.00
12/9/97	KAH	Telephone conference with Calame Linebarger office regarding pending suit, Christianna Ltd.; prepare correspondence to Pat Doyle regarding hearing.	0.30	30.00
12/10/97	CDC	Phone conference with Nickey Lawrence.	0.20	20.00
	CDC	Phone conference with Nickey Lawrence.	0.20	20.00
12/11/97	CDC	Phone conference with Nickey Lawrence.	0.20	20.00
	CDC	Phone conference with Carol Polumbo.	0.20	20.00
	KAH	Telephone conference with McCreary Bragg et al, regarding Brooke Ltd. pending suit.	0.10	10.00
12/12/97	CDC	Phone conference with Nickey Lawrence.	0.20	20.00
	CDC	Phone conference with Jackie Kournek regarding reallocation of debt on Kournek property in Southwest Williamson County Road District #1.	0.50	50.00
12/16/97	CDC	Review traffic impact analysis for Hog Farm.	2.40	240.00
	CDC	Phone conference with Cindy Gergen from the General Land Office regarding traffic impact analysis study.	0.50	50.00
12/17/97	CDC	Phone conference with John Doerfler.	0.30	30.00
	CDC	Phone conference with Jim Coursar, attorney for Madron Investments, regarding feasibility study on Hog Farm Tract; reallocation of debt and explanation of assessment bankruptcy plan.	1.00	100.00

For professional services rendered

12.70 \$1,270.00

*approved 1-13-98*  
*John C. Doerfler*

200

## SW WILLIAMSON COUNTY ROAD DISTRICT

Page 3

## EXPENSES

	<u>Amount</u>
12/1/97- Copying charges at Williamson County District Clerk's office.	2.50
12/2/97- Fax	1.20
- Fax	1.20
12/3/97- Copying charges at courthouse.	5.50
12/15/97- Fax	1.00
12/17/97- Fax	1.00
12/25/97- Postage	0.64
	<hr/>
Total expenses	\$13.04
	<hr/>
TOTAL AMOUNT OF THIS BILL	\$1,283.04
	<hr/>
PREVIOUS BALANCE	\$2,078.70
	<hr/>
12/17/97- Payment - thank you	(\$1,579.20)
12/24/97- Payment - thank you	(\$499.50)
	<hr/>
Total payments	(\$2,078.70)
	<hr/>
BALANCE (due upon receipt)	\$1,283.04
	<hr/>

approved 1-13-98  
John C. Daefler

Moved: Commissioner Mehevec

Seconded: Judge Doerfler

Motion: To approve payment of \$6.17 to Heritage Printing for window envelopes.

Vote: Motion carried 4 - 0

< Clerk copy here > SERD

## HERITAGE PRINTING

**AND OFFICE SUPPLIES, INC.**

**703-705 MAIN STREET**

**P. O. BOX 127**

**GEORGETOWN, TEXAS 78627**

**PRINTING**  
**843-9477**

**METRO**  
**255-4010**

**FAX**  
**869-4819**

**OFFICE SUPPLIES**  
**863-5454**

Customer's Order No.		Date	
		12-10 1997	
Name			
Wm Co Road Districts			
Address			
Nicky 258 3212			
SOLD BY	CASH	C.O.D.	CHARGE ON ACCT
			<i>[initials]</i>
			MDSE RETD
			PAID OUT
QUAN	DESCRIPTION	PRICE	AMOUNT
1/B	Envelope Window		18.50
	TAX		
	TOTAL		18.50
All claims and returned goods MUST be accompanied by this bill.			
14684		Rec'd by Lawrence	

approved 1-13-98  
to be split by all  
3 road districts.  
John C. Daefler

GS-465

HERITAGE PRINTING & OFFICE SUPPLY INC · GEORGETOWN, TX 78627-0127



NERRD

Page 2

	<u>Amount</u>
12/10/97- Fax	1.20
12/25/97- Long distance phone calls	1.74
	<hr/>
Total expenses	\$6.19
	<hr/>
TOTAL AMOUNT OF THIS BILL	\$441.19
PREVIOUS BALANCE	\$2,320.82
12/17/97- Payment - thank you	(\$1,709.19)
12/24/97- Payment - thank you	(\$611.63)
	<hr/>
Total payments	(\$2,320.82)
	<hr/>
BALANCE (due upon receipt)	\$441.19
	<hr/>

Approved 1-13-98  
John C. Daeflon

204





V.

January 13, 1998

\*

Consider re-allocation of assessment debt for Lot 2, Block B, Crystal Park in the Northeast Round Rock Road District #1.

Attorney Charles Crossfield addressed the court regarding re-allocation of assessment debt for Lot 2, Block B, Crystal Park (17.895 acres) owned and owed by TRK Investments, LLC.

Lot 2, Block B, Crystal Park has been subdivided into 4 lots. Kokel Appraisals has recommended the \$172,642.89 be allocated as follows:

Lot 1 Block A, Crystal Park	\$70,438.30	with annual payment of \$6,603.33
Lot 1B Block B, TRK Addition	51,447.58	with annual payment of \$4,428.61
Lot 2B Block B, TRK Addition	16,919.00	with annual payment of \$1,456.39
Lot 3B Block B, TRK Addition	33,838.01	with annual payment of \$2,912.78

Mr. Crossfield submitted a letter from TRK Investments, LLC acknowledging the reallocation.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To approve re-allocation of assessment of debt for Lot 2, Block B, Crystal Park (17.895 acres) in the Northeast Round Rock Road District #1 as designated above.

Vote: Motion carried 4 - 0

< Clerk copy here > NERD

AN ORDER APPROVING THE RE-ALLOCATION OF ASSESSMENT DEBT FOR CERTAIN PROPERTY LOCATED WITHIN THE NORTHEAST ROUND ROCK ROAD DISTRICT NO. 1; AND CONTINUING TO LEVY SPECIAL ASSESSMENTS AGAINST SAID PROPERTY AS PREVIOUSLY ORDERED.

### RECITALS

The Northeast Round Rock Road District No. 1 (the "District") has received a request from the owner of certain taxable real property within the District to consider the re-allocation of District assessment debt against said property. An appraisal firm, Kokel & Assoc., Inc., has submitted to the Commissioners Court of Williamson County, Texas, sitting as the Board of Directors of the District, an appraisal that depicts the ratio of the appraised value of the property in question.

The District convened a hearing on the 13th day of January, 1998, at the request of the owner. The representative of the owner, TRK Investments, LLC, appeared in person and was given an opportunity to speak or present evidence regarding the proposed re-allocation.

### FINDINGS

After considering all evidence presented at said hearing, both oral and documentary, the Board of Directors of the District finds and determines as follows:

1. That all conditions, provisions and actions taken in the amended and Restated Order Approving the Assessment Plan for the Northeast Round Rock Road District No. 1, adopted on January 4, 1993, remain in full force and effect.
2. That the following described real property is located within the District:  
  
Formerly Lot 2, Block B, Crystal Park Subdivision, a subdivision in the City of Round Rock, Williamson County, Texas
3. Said Property having a combined current assessment of \$172,642.89.
4. Said Property has now been re-subdivided as follows:
  - a. Lot 1, Block A, Crystal Park, Lot 1B, Block B, TRK Addition, Lot 2B, Block B, TRK Addition, Lot 3B, Block B, TRK Addition, a subdivision in the City of Round Rock, Williamson County, Texas.
5. The Board hereby finds that the re-allocation of the assessment for the property formerly known as Lot 2, Block B, Crystal Park Subdivision, a subdivision in the City of Round Rock, Williamson County, Texas shall be as shown in Exhibit "A" attached hereto and incorporated herein.

6. The Board further finds that this re-assessment shall not become effective until all plats are recorded with the Williamson County Clerk's office and administrative costs of \$200.00 are remitted to the District.
7. The Board of the District officially finds, determines and declared that a sufficient written notice of the date, place and subject of this meeting of the District was posted at the Williamson County Courthouse for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Tex. Gov't Code Ann., and that this meeting has been open to the public as required by law at all times during which this Order has been discussed and formally acted upon. The Board further ratifies, approves, and confirms such written notice and the contents and postings thereof.

PASSED AND ADOPTED the 13th day of January, 1998.

*John C. Doerfler 1-13-98*  
JOHN DOERFLER  
NORTHEAST ROUND ROCK ROAD  
DISTRICT NO. 1

EXHIBIT "A"

ALLOCATION OF LOT 2, BLOCK B  
CRYSTAL PARK  
(R311414)

Legal	# Acres	% Allocation	Remaining Balance*	Annual Payment
Lot 1, Block A** Crystal Park	7.301	40.8%	\$ 70,438.30	\$ 6,063.33
Lot 1B, Block B*** TRK Addition	5.330	29.8%	\$ 51,447.58	\$ 4,428.61
Lot 2B, Block B*** TRK Addition	1.750	9.8%	\$ 16,919.00	\$ 1,456.39
Lot 3B, Block B*** TRK Addition	3.514	19.6%	\$ 33,838.01	\$ 2,912.78
Totals	17.895	100.0%	\$ 172,642.89	\$ 14,861.11

\* Does not account for any accrued interest or payment for 1997.

\*\* Replat of Lot 2, Block B, Crystal Park.

\*\*\* Replat of Lot 2, Block B of Replat of Lot 2, Block B, Crystal Park.

Please feel free to call if you have any questions.

Respectfully,



Larry D. Kokel, ARA, MAI  
State Certified General Appraiser  
TX-1321079-G

VOL 0094 PAGE 902

TRK INVESTMENTS, LLC

January 8, 1998

Williamson County Commissioners Court  
John Doerfler, County Judge  
Mike Heiligenstein, Commissioner Precinct 1  
Greg Boatright, Commissioner Precinct 2  
David Hays, Commissioner Precinct 3  
Jerry Mehevec, Commissioner Precinct 4  
c/o Charlie Crossfield, Attorney  
309 East Main Street  
Round Rock, Texas 78664

RE: Allocation of the outstanding assessment of \$172,642.89 contained in one account (R311414) within the Northeast Round Rock Road District #1

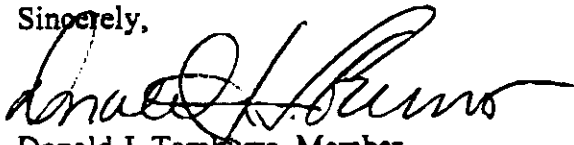
Dear Sirs:

On January 8, 1998, Kokel Appraisal Associates submitted a document entitled Allocation of Outstanding Assessment for account No. R311414, being Lot 1, Crystal Park and Lots 1B, 2B, and 3B,, Block "B", TRK Addition Located Within the Northeast Round Rock Road District No. 1. The objective of the analysis submitted is to allocate the outstanding assessment of \$172,642.89 to four (4) parcels which resulted from a replats of Lot 2, Block "B", Crystal Park. This letter is to inform you that TRK Investments, LLC, consents to the allocation submitted to you by Kokel Appraisal Associates.

This letter is to also inform you that Dan R. McNery of McNery & Voelker, P.C., will represent TRK Investments, LLC, in regards to this matter.

If you have any questions, please contact Mr. McNery.

Sincerely,

  
Donald J. Tamburro, Member

ALLOCATION OF OUTSTANDING ASSESSMENT  
FOR  
ACCOUNT NO. R311414  
BEING LOT 1, BLOCK A, CRYSTAL PARK, AND  
LOTS 1B, 2B, AND 3B, BLOCK B, TRK ADDITION  
LOCATED WITHIN THE  
NORTHEAST ROUND ROCK ROAD DISTRICT NO. 1

EFFECTIVE DATE - JANUARY 13, 1998

211

---

KOKEL APPRAISAL ASSOCIATES

---

**KOKEL APPRAISAL ASSOCIATES**

Larry D. Kokel, ARA, MAI  
Melvin P. Noack  
David W. Oberrender  
Sam Williams  
Wendell C. Wood

Real Estate Appraisers & Consultants  
Belford Square - Building B  
706 Rock Street  
Georgetown, Texas 78626  

---

208 E. Central, Suite 108  
P.O. Box 687  
Belton, Texas 76513

Georgetown (512) 863-6428  
Austin (512) 930-3499  
Belton/Temple (817) 939-1508  
FAX (512) 930-5348

January 8, 1998

Williamson County Commissioners Court  
John Doerfler, County Judge  
Mike Heiligenstein, Commissioner Precinct 1  
Greg Boatright, Commissioner Precinct 2  
David Hays, Commissioner Precinct 3  
Jerry Mehevec, Commissioner Precinct 4  
Williamson County Courthouse  
710 South Main  
Georgetown, Texas 78626

Re: Allocation of the outstanding assessment of \$172,642.89 contained in one account (R311414) within the Northeast Round Rock Road District #1.  
(KAA# 97-114)

Dear Sirs:

At the request of Dan R. McNery, attorney for TRK Investments, LLC, we have conducted an analysis in order to allocate the outstanding assessment applicable to Lot 2, Block B of Crystal Park. This allocation is of a single account R311414 which had an original assessment of \$187,296.95 (Exhibit A). The objective of this analysis is to allocate the outstanding assessment of \$172,642.89 (Exhibit B) to four parcels as shown on Exhibit C being a replat of Lot 2, Block B, Crystal Park and on Exhibit D being the proposed Final Plat of TRK Addition, which is a replat of Lot 2, Block B of the replat of Lot 2, Block B, Crystal Park.

Based on our analysis of highest and best use and the market value relationship as outlined in this report, the following allocation is concluded.

Letter to Williamson County  
Commissioners Court  
January 8, 1998

ALLOCATION OF LOT 2, BLOCK B  
CRYSTAL PARK  
(R311414)

Legal	# Acres	% Allocation	Remaining Balance*	Annual Payment
Lot 1, Block A** Crystal Park	7.301	40.8%	\$ 70,438.30	\$ 6,063.33
Lot 1B, Block B*** TRK Addition	5.330	29.8%	\$ 51,447.58	\$ 4,428.61
Lot 2B, Block B*** TRK Addition	1.750	9.8%	\$ 16,919.00	\$ 1,456.39
Lot 3B, Block B*** TRK Addition	3.514	19.6%	\$ 33,838.01	\$ 2,912.78
Totals	17.895	100.0%	\$ 172,642.89	\$ 14,861.11

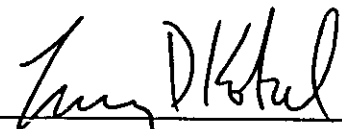
\* Does not account for any accrued interest or payment for 1997.

\*\* Replat of Lot 2, Block B, Crystal Park.

\*\*\* Replat of Lot 2, Block B of Replat of Lot 2, Block B, Crystal Park.

Please feel free to call if you have any questions.

Respectfully,

  
\_\_\_\_\_  
Larry D. Kokel, ARA, MAI  
State Certified General Appraiser  
TX-1321079-G



VI.

January 13, 1998

\*

Consider authorizing release of lien for any properties in district which have paid assessment in full.

No action was taken on this agenda item.

THE ROAD DISTRICT COURT ADJOURNED AT 12:11 P.M. ON TUESDAY, JANUARY 13, 1998.

THE FOREGOING MINUTES in Volume 94 on pages 693 through 906 inclusive had at a Special Session of Commissioners Court of Williamson County, Texas, having been read are hereby approved this 20th day of January, 1998.

John C. Doerfler  
John C. Doerfler, County Judge

ATTEST: Elaine Bizzell, Clerk County Court & Ex-officio Clerk,  
Commissioners Court, Williamson County, Texas

by: Lillie Hargrett  
Deputy Clerk