

AGENDA ITEM # 22September 9, 1997*

Consider noting donation of a trailer to Sheriff's Department for canine use from Georgetown Sertoma.

Moved: Judge Doerfler

Seconded: Commissioner Mehevec

Motion: To note donation of a trailer to Sheriff's Department for canine use from Georgetown Sertoma Club.

Vote: Motion carried 5 - 0

AGENDA ITEM # 23September 9, 1997*

Consider noting donation of a 32" color TV for training purposes from Nation Wide Insurance.

Agenda item tabled until further notice.

AGENDA ITEM # 24September 9, 1997*

Consider approving contract with CSCD for Computer Services.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve contract with CSCD for Computer Services.

Vote: Motion carried 5 - 0

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Extended
1 year

24

COMPUTER SERVICES CONTRACT


The Community Supervision and Corrections Department of Williamson County (herein referred to as CSCD) and Williamson County agree to enter into this contract for Computer Support Services.

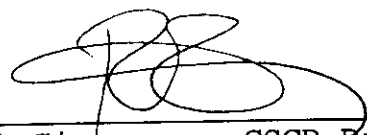
Williamson County agrees to provide computer support services to CSCD, including: computer training, technical assistance, software installation, installation of computer systems purchased by the CSCD, installation and support of equipment and software for the integrated criminal justice system operated by Williamson County, on site minor repairs of personal computers, main system terminals, printers and peripheral equipment, and any other computer support services that county computer personnel are capable of providing.

CSCD agrees to pay Williamson County the sum of \$1,125.00 per month during the term of the contract for the above listed services, by the tenth day of each month. this contract shall be from September 1, 1996 to August 31, 1997, and may be extended month to month upon agreement by both parties. Either party to this contract may express its desire to terminate the terms of the agreement by informing the other party in writing of its desire to terminate. In such case, the agreement terminates 30 days after the receipt of said letter.

This contract is dependent on the availability of funding to the CSCD.

Signed this the 24th day of October, 1996.



John Doerfler, County Judge
Williamson County, Texas

Rick Zinsmeyer, CSCD Director
Williamson County, Texas

State of Texas

County of Williamson

Service Contract

This service contract is an agreement between the Williamson County Community Supervision and Corrections Department, hereinafter referred to as DEPARTMENT and WILLIAMSON COUNTY hereinafter referred to as COUNTY.

ARTICLE I

PURPOSE

1.1 The purpose of this contract is to provide computer support services to DEPARTMENT by COUNTY.

ARTICLE II

TERM OF AGREEMENT

2.1 The term of this service contract shall be from October 1, 1997 to September 30, 1998. The contract may be extended month to month upon written agreement by both parties.

ARTICLE III

COUNTY FEE SCHEDULE

3.1 The COUNTY agrees to perform the above mentioned service according to the following fee schedule.

The COUNTY will provide computer support services to the DEPARTMENT for the criminal justice mainframe system, personal computers operated by the DEPARTMENT, and any computer peripherals.

DEPARTMENT agrees to pay COUNTY the sum of \$1,400 per month for computer support services.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

4.1 Use of Payments. No part of the Payments made to COUNTY will be expended for any consultant fees or honorariums to any employee of DEPARTMENT or for unallowable costs. COUNTY shall expend Payments made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services.

ARTICLE V

GENERAL CONDITIONS

5.1 No Subvendors. No subvendors may be utilized by COUNTY unless DEPARTMENT has furnished prior written approval thereof.

5.2 Payment to Employees or Agents of the CSCD. COUNTY warrants that no employee or agent of DEPARTMENT has been retained to solicit or secure this AGREEMENT and that COUNTY has not paid or agreed to pay any employee of DEPARTMENT any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the making of this AGREEMENT or as an inducement for entering into this AGREEMENT. The unauthorized offering or receipt of such payments may result in the immediate termination of this AGREEMENT by DEPARTMENT.

5.3 Payment to COUNTY. COUNTY agrees to submit a monthly billing statement (invoice) to the DEPARTMENT at Box 251, Georgetown, Texas 78627. The invoice or statement must provide an itemized list of services performed during the invoice period and must include the names of all clients treated and the amount of time rendered with each client. The DEPARTMENT agrees to pay COUNTY in accordance with this agreement. VTCA Government Code Section 2251.021 (a).

5.4 Availability of Funds. This agreement is subject to the availability of state funds as appropriated by the State Legislature and as made available by TDCJ-CJAD.

5.5 Misspent Funds. Any funds deemed inappropriate based on approved budgets, the Financial Management Manual for TDCJ-CJAD Funding or the Contract Management Manual for TDCJ-CJAD Funding by TDCJ-CJAD staff, CSCD Staff or any CSCD or state designee will be subject to refund by the COUNTY.

5.6 Termination at Will. Either party may terminate this Agreement

for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. DEPARTMENT'S only obligation for terminating this Agreement pursuant to this section shall be the payment to COUNTY of Payments earned hereunder up to the date of termination. COUNTY's only obligation for terminating this Agreement pursuant to this section shall be to provide Services until the date of termination. Neither COUNTY nor DEPARTMENT shall thereafter be entitled to any other bonus, damage, settlement or compensation for expected or lost profits or otherwise.

ARTICLE VI ADMINISTRATION AND FISCAL SYSTEM

6.1 **Administrative Controls.** COUNTY shall establish, document and maintain adequate administrative and internal controls to ensure that only allowable costs are billed hereunder in accordance with the Program Budget.

6.2 **Accounting Records** The COUNTY agrees to maintain a program specific accounting or bookkeeping system in accordance with line item categorization as outlined in the Program Budget negotiated between the COUNTY and DEPARTMENT.

6.3 **Audit of Records** COUNTY agrees to furnish to DEPARTMENT and /or the Texas Department of Criminal Justice -Community Justice Assistance Division (TDCJ-CJAD) and/or their designees such information as may be requested which relates to the services described in this AGREEMENT. COUNTY shall permit DEPARTMENT and/or TDCJ-CJAD and or their designee to audit/inspect records and reports, review services, and/or evaluate the performance of services at any time. COUNTY shall provide reasonable access to all the records, books, reports and other necessary data and information requested by DEPARTMENT and/or TDCJ-CJAD for the purpose of accomplishing reviews, inspections, and/or audits of program activities, services and expenditures.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 **Inconsistencies.** Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

7.2 **Severability.** Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.3 **Prohibition Against Assignment.** There shall be no assignment or transfer of this Agreement without the prior written consent of both parties.

7.4 **Law of Texas.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the primary County of the applicable judicial district.

7.5 **Notices.** All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

7.6 **Entire.** This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodies herein.

7.7 **Amendment.** No changes to this Agreement shall be made except upon written agreement of both parties, except as to adjustments authorized by Exhibit A.

7.8 **Confidentiality.** Any confidential information provided to or developed by COUNTY in the performance of this Agreement shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual or organization by COUNTY or DEPARTMENT without prior approval of the other party.

7.9 **Headings.** The headings used herein are for convenience of reference only and shall not constitute a part hereof or effect the construction or interpretation hereof.

7.10 **Waiver.** The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

7.11 **Counterparts.** This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but on and the same instrument.

7.12 **Terminology and Definitions.** All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written.

Williamson County Community Supervision and Correction Department

BY Rick Zinsmeyer

TITLE Director

SIGNATURE 

DATE SIGNED 9/10/97

WILLIAMSON COUNTY

BY John Doerfler, County Judge

SIGNATURE 

DATE SIGNED 9-10-97

AGENDA ITEM # 25

September 9, 1997

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Consider approving the transfer of the following fixed assets from County Treasurer to Constable Pct. #4:

(1) HON legal 4 drawer file cabinet A106484

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To approve the transfer of fixed assets from County Treasurer to Constable Pct. #4:

(1) HON legal 4 drawer file cabinet A106484

Vote: Motion carried 5 - 0

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