

**AGENDA ITEM # 13**

**January 5, 1999**

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Consider making appointment to CAPCO Aging Advisory Committee.

No action was taken on this item which will be placed on the agenda for the meeting of January 12, 1999.

**AGENDA ITEM # 14**

**January 5, 1999**

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Consider hiring firm for Y2K needs for county.

Moved: Commissioner Heiligenstein

Seconded: Commissioner Boatright

Motion: To approve professional services agreement with Resource Management International, Inc. ("RMI") in an amount not to exceed \$39,934.00 in fees and not to exceed \$1,000.00 in expenses.

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

**PROFESSIONAL SERVICES AGREEMENT  
(SEPARATE TASK ORDERS)**

This Agreement is entered into this 31 st. day of December 1998, by and between Resource Management International, Inc. ("RMI"), a California corporation, and Williamson County Texas ("CLIENT"), for professional and related services to be provided to CLIENT.

**I  
SCOPE OF SERVICES**

Services shall be provided to CLIENT by RMI pursuant to separate task orders ("Task Orders"). Each task or project which CLIENT desires RMI to undertake shall be defined in a separate Task Order signed by the parties to this Agreement. Each such Task Order shall be effective upon execution and shall thereafter become a part of this Agreement. Each Task Order shall be consecutively numbered with the year and sequence number (e.g., 96-01), and include a description of the scope of services to be provided, the time for completion, a budget, and the method of compensation for the services defined in such Task Order. (See Exhibit A)

**II  
FEES FOR SERVICES**

Except as may otherwise be set forth in a specific Task Order, for services provided by RMI to CLIENT pursuant to this Agreement, CLIENT shall pay RMI in accordance with the rates and charges set forth in Exhibit B, "Fees for Services," attached hereto.

**III  
BILLING AND PAYMENT**

RMI shall submit a monthly statement to CLIENT setting forth the amount due for services and itemizing amounts due for expenses. CLIENT shall pay the full amount of such statement within thirty (30) days after receipt. Any sums billed, not disputed in written form setting forth specific exceptions and unpaid after thirty (30) days from the date of receipt, shall be subject to a late payment charge equal to the lesser of one and one-half (1-1/2) percent or the maximum rate permitted by law, for each month or fraction thereof past due.

**IV  
INDEPENDENT CONTRACTOR**

RMI shall provide services to CLIENT as an independent contractor, not as an employee of CLIENT. RMI shall not have or claim any right arising from employee status.

**V  
TERMINATION OF AGREEMENT**

(a) Unless otherwise terminated as provided herein, this Agreement shall terminate February 15, 2000 ("Expiration Date"). Unless otherwise directed by CLIENT, RMI shall complete Task Orders in effect on the Expiration Date of this Agreement.