

**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.

(b) Notwithstanding any other provision of this Agreement, either party may terminate this Agreement by giving thirty- (30) days advance written notice to the other party.

(c) Upon termination of this Agreement, RMI shall have no further obligation to provide services to CLIENT. If the Agreement is terminated prior to completion of the services to be provided hereunder, RMI shall render a final bill for services to CLIENT within thirty (30) days after the date of termination, and CLIENT shall pay RMI for all fees earned and expenses incurred prior to the date of termination in accordance with Section III.

## VI INSURANCE

(a) RMI shall maintain in effect at its own expense, employer's liability insurance, one-million dollars (\$1,000,000) aggregate of comprehensive general liability insurance (bodily injury and property damage), five-hundred thousand dollars (\$500,000) aggregate of comprehensive automobile liability insurance (bodily injury and property damage) with respect to RMI employees and vehicles assigned to the prosecution of work under this Agreement, and one-million dollars (\$1,000,000) aggregate of professional liability insurance. RMI shall also maintain statutory worker's compensation insurance.

(b) RMI shall obtain and thereafter maintain in effect, if available, such additional insurance as may be requested in writing by CLIENT, the cost of which will be reimbursed by CLIENT.

## VII LIABILITY

(a) RMI shall indemnify and hold harmless CLIENT, its directors, officers, partners, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including but not limited to attorney's fees, for which RMI is determined to be legally liable resulting from negligent acts, errors, or omissions by RMI, its directors, officers, agents, and employees in performance of services required by this Agreement. Liability, claims, demands, damages, losses, or expenses resulting from the negligent acts, errors or omissions, whether active or passive, by CLIENT, its directors, officers, partners, agents, employees, or by others are excluded from RMI's obligations pursuant to this paragraph.

(b) RMI's obligations to indemnify and hold CLIENT harmless shall be expressly limited to the proceeds of its applicable insurance coverage, and shall terminate one (1) year after termination of this Agreement.

*To the extent permitted by law, 1-5-99*  
(c) CLIENT shall indemnify and hold harmless RMI, its directors, officers, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including but not limited to attorney's fees, for which CLIENT is determined to be legally liable resulting from negligent acts, errors or omissions by CLIENT, its directors, officers, partners, agents, and employees. Liability, claims, demands, damages, losses, or expenses resulting from the negligent acts, errors, or omissions, whether active or passive, by RMI, its directors, officers, agents, employees, or by others are excluded from CLIENT's obligations pursuant to this paragraph.

(d) In the event that CLIENT changes in any way or uses in another project or for other purposes any of the information or materials developed by RMI pursuant to this Agreement, RMI is released from any and all liability relating to their use and CLIENT shall indemnify and hold harmless RMI, its directors, officers, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including but not limited to attorney's fees, arising out of such changes or use.

(e) Nothing in this Agreement shall be construed to create a duty to, any standard of care with reference to, or any liability to any person not a party to this Agreement.

(f) RMI shall not be liable to CLIENT for incidental or consequential damages.

### **VIII SUCCESSORS IN INTEREST**

This Agreement shall be binding on, and inure to the benefit of, each party's successors in interest, including their heirs, legatees, assignees, and legal representatives.

### **IX WAIVER**

Any waiver at any time by either party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.

### **X SEVERAL OBLIGATIONS**

Except where specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation, or liability on or with regard to either party. Each party shall be individually and severally liable for its own obligations under this Agreement.

### **XI AMENDMENT**

All changes or modifications to this Agreement shall be in writing and signed by both parties.

### **XII GOVERNING LAW**

This Agreement shall be construed and interpreted according to, and the rights of the parties shall be governed by, the laws of the State of ~~California~~ **TEXAS**.

*ju* 01-5-99

**XIII  
ATTORNEY'S FEES**

If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses, in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

**XIV  
ENTIRE AGREEMENT**

This Agreement constitutes the complete and final expression of the agreement of the parties and is intended as a complete and exclusive statement of the terms of their agreements and supersedes all prior and contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

**XV  
SEVERABILITY**

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

**XVI  
NOTICES**

(a) Any notice, demand, information, invoice, report, or item otherwise required, authorized, or provided for in this Agreement, unless otherwise specified herein, shall be deemed properly given if delivered in person or sent by United States Mail, First Class postage prepaid:

To RMI:           Resource Management International, Inc.  
                      P. O. Box 15516  
                      Sacramento, CA 95852-1516

To CLIENT:       The Honorable John C. Doepler  
                      County Judge  
                      Williamson County Court House  
                      710 Main Street  
                      2 nd Floor  
                      Georgetown, Texas 78626

(b) All notices shall be deemed effective upon receipt by the party to whom such notice is given.

XVII  
SIGNATURE CLAUSE

The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the party for whom they sign.

Williamson County Texas

Resource Management  
International, Inc.,  
a California Corporation

By: John C. Doefler 1-5-99  
John C. Doefler

Its County Judge

By: William F. Peak  
William F. Peak

Its Vice President

**EXHIBIT A****Scope of Services**

**TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RESOURCE MANAGEMENT INTERNATIONAL, INC. AND  
WILLIAMSON COUNTY TEXAS  
DATED DECEMBER 31, 1998**

**TASK ORDER NO. (98-01)**

This Task Order defines a Scope of Services, Schedule and Budget for work to be completed by Resource Management International, Inc. (RMI) for Williamson County. This work is performed in association with Consulting Services.

**SCOPE OF SERVICES**

The RMI Team will perform a Year 2000 Risk Assessment of embedded systems within the following CLIENT Departments or functional areas:

- Emergency Medical Services (EMS)
- Sheriff's Department
- Unified Road System
- Building and Facilities Maintenance
- Telecommunications.

The CLIENT has already performed an inventory of the equipment within these CLIENT Departments or functional areas. This inventory currently exists in an Access database and in hard copy.

The CLIENT is requesting that the RMI Team review this inventory, update the database as required to add additional items that may have been omitted, identify those items that are either Year 2000 non-compliant, or potentially non-compliant, and provide a risk assessment and preliminary compliance/remediation plan.

The initial phase of the project will encompass an inventory and assessment of specified embedded systems, telecommunications, and interfaces. The goal of this phase is identify Year 2000 non-compliant systems and equipment. The RMI Team will perform the following activities and tasks during this initial phase of the project:

**Task 0—Project Initiation and Administration**

This task will involve confirming the scope of work, project plan and schedule, staffing requirements, the business terms and conditions associated with this project, and conducting a kick-off meeting. This task will also include ongoing project management and administration as well as the establishment and maintenance of a database repository. The draft Statement of Work and Project Plan and Schedule submitted as a part of the proposal will be finalized as a part of this task.

**Task 1—Review Existing Inventories, Assessments, and Documentation for Completeness**

This task will involve RMI collecting sufficient data to be able to perform a risk assessment. At a minimum, RMI will require some general information about the facilities to be reviewed, including location, capacity, type, schematic diagrams, major sub-systems, manufacturer, model number, interfaces, key contacts and other general information. This task will involve the CLIENT providing their existing inventory to RMI for review and assessment, as well as any other information that may have collected concerning the Year 2000 compliance and risk assessment. Collected inventory data will be recompiled by RMI into a mutually agreed format.

This task will entail performing an initial review to evaluate the data that has been provided by the CLIENT to identify any potential shortfalls in the data, and identify particular areas of operations that may have been overlooked. We will identify any additional information such as make and model number that may be required to complete the assessment. RMI will review the data and identify those items that are already in the RMI/Auriga existing database, as well as those components that are not.

**Task 2—Conduct a Walk-through of Facilities and Collect Additional Data**

This task will involve a walk-through of specified CLIENT Departments or functional areas to further identify items that may have been omitted from the initial inventory, which potentially could have a Year 2000 impact. During the walk-through, RMI will meet with CLIENT subject matter experts to resolve differences in inventory data and to address additional potential Year 2000 impacts. It is also anticipated that RMI will be allowed to spend several days at specified CLIENT sites to familiarize themselves with the facilities and that the CLIENT will respond quickly to any request for missing data so as not to impede the inventory and analysis process.

**Task 3—Review and Validate the Inventory Database**

This task will include the preparation and of an updated inventory database and presentation of the database to the specified CLIENT Departments or functional areas for final review and validation. RMI will update the database based on comments received from the CLIENT. The Year 2000 risk assessment will be based on the validated inventory.

**Task 4—Perform a Year 2000 Risk Assessment**

This task will involve the analysis of inventory data to determine non-compliant embedded systems. RMI actually uses two databases to perform the Year 2000 risk assessment. The first database has been developed as a result of research and analysis performed for prior clients, as well as research for our own purposes. This is the database against which our clients' inventories are compared. The second database is our CLIENT'S customized database. Both the databases are maintained in Microsoft Excel, thereby affording flexibility and ease of use in both data collection and analysis. It is assumed that the existing CLIENT inventory in Microsoft Access could be recompiled by RMI into our required format within one week. An interim report will be issued which will identify those components that are non-compliant and those for which more research is needed.

For those items that are not in the existing database, additional research will be performed. This research typically is comprised of searches of the vendor/manufacture web sites, as well as direct telephone/fax/email communication with manufacturers. To the extent that the CLIENT participates in this effort, the level of effort performed by RMI can be reduced, thus keeping the fees under control. If the CLIENT does participate in this effort, their findings will be provided to RMI for incorporation in the existing database. Depending on the number of items identified as non-compliant, or not in the existing database, and the level of participation from the CLIENT, this effort could require up to three weeks.

**Task 5—Develop Preliminary Compliance/Remediation Plan**

This task will involve developing preliminary alternatives and budgetary estimates for the remediation of non-compliant systems. Considering the late start that many of our clients have chosen to take for these types of assessments, RMI typically groups these alternatives into four categories and applies a triage approach to prioritizing the level of effort required to address Year 2000 non-compliance.

- **Repair It**—work on it until it is made compliant
- **Replace It**—opt for an upgraded (and compliant) version or system
- **Ignore It**—be willing to live with the problem within a specific system or process. Contingency plans may be appropriate.
- **Scrap It**—switch to another way of doing things, or use another (compliant) package or system to accomplish the same work.

Also included in within this plan will be the identification of preliminary technical and project risks identified through the analysis phase as well as preliminary strategy considerations for the follow-on phases.



The major effort here will be to assess the size of your problem, with some alternative approaches to addressing the issues.

**Task 6**—Prepare a Final Deliverable for Phase I.

This task will entail documenting the findings of the above tasks into a Final Deliverable.

**SCHEDULE**

This Task Order assumes a contract award by January 4, 1999. The period of performance for this Task Order is approximately six weeks (January 4, 1999 to February 15, 1999).

**BUDGET**

The budget for professional services, which includes all labor of the consultants and support staff, would be approximately 312 hours of effort and \$39,934 in fees. Expenses for travel, phone, copies, faxing and express mail service would be in addition to this budget at approximately \$1,000.

**AUTHORIZATION**

This Task Order is authorized and made an exhibit to the above-identified Professional Services Agreement through the signatures below.

Authorized by

Accepted by

Williamson County Texas

Resource Management International, Inc.

By: John C. Doefler  
John C. Doefler, County Judge

By: William F. Peak  
William F. Peak, Vice President

Dated: 1-5-99

Dated: 12/31/98

**EXHIBIT B****Fees for Services**

**TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RESOURCE MANAGEMENT INTERNATIONAL, INC. AND  
WILLIAMSON COUNTY TEXAS  
DATED DECEMBER 31, 1998**

Professional and support services, except testimony, shall be billed at the following rates:

Managing Director	\$249 per hour
Managing Executive Consultant	\$222 per hour
Principal Executive Consultant	\$206 per hour
Executive Consultant	\$189 per hour
Principal Consultant	\$173 per hour
Supervising Consultant	\$162 per hour
Senior Consultant	\$140 per hour
Associate Professional	\$121 per hour
Analyst	\$103 per hour
Research Assistant	\$ 88 per hour
Technician	\$ 70 per hour
Office Services	\$ 57 per hour

Testimony shall be billed at not less than eight (8) hours per day.

The above rates shall be adjusted each year, commencing January 1, 1999, to reflect the change in rates officially established by RMI.

Reproduction, printing, communications, computer services, graphics, and other miscellaneous support services shall be billed at rates for such services as determined from time to time and officially established by RMI.

All travel, food, lodging, and miscellaneous expenses, except automobile mileage, associated with the provision of services hereunder shall be billed at cost plus ten (10) percent. Mileage will be reimbursed at the rate then approved by the Internal Revenue Service.

Client shall reimburse RMI for any applicable sales tax imposed on services rendered by RMI to CLIENT.

**AGENDA ITEM # 15**

**January 5, 1999**

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Discuss and take appropriate action concerning recommendations by Health Benefits Committee.

No action was taken on this agenda item.

**AGENDA ITEM # 16**

**January 5, 1999**

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Consider approving waiving taxes on two (2) tracts of land from Georgetown Railroad.

Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To approve waiving \$3.50 taxes on two (2) tracts of land which have been donated to Williamson County by Georgetown Railroad.

Vote: Motion carried 5 - 0

< Clerk copy here >

**Deborah M. Hunt, CTA  
Tax Assessor-Collector  
Williamson County, Texas**

# Memo

**To:** Judge John Doerfler, County Judge  
**From:** Deborah Hunt, <sup>dmh</sup>County Tax Assessor-Collector  
**CC:** JWP  
**Date:** 12/22/98  
**Re:** Georgetown Rail Road Land

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The County recently was deeded two tracts of land from the Georgetown Rail Road Co. amounting to 11.07 acres. This property split has recently come to the tax office from the county appraisal district with the taxes being prorated at the date of the deed. I would ask the court to give the tax office permission to write off a total of \$ 3.50 in taxes for both of these tracts. The tax office has also asked that Georgetown Independent School District write off \$17.66 in prorated taxes for these tracts.

Should you have any questions please do not hesitate to contact me or my Chief Deputy.

*approved 1-5-99  
John C. Doerfler*