

AGENDA ITEM 32

Consider approving consulting agreement with Eichman Software Consultants for workflow analysis of all aspects of the County Clerk's office.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To approve \$12,750.00 consulting agreement with Eichman Software Consultants for workflow analysis of all aspects of the County Clerk's office.

Vote: Motion carried 4 – 0

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CONSULTING AGREEMENT

1. This document is a consulting agreement governing the provision of professional consulting services between Darrell W. Eichman hereinafter "Consultant", and the County of Williamson, State of Texas, hereinafter "Client", acting by and through its duly elected County Clerk, the Honorable Nancy E. Rister. The scope, identity of the work, consideration, time limits and like details are set forth in the Project Proposal which was submitted by Consultant to Client on or about May 25, 2000, hereinafter "Proposal", a true and correct copy of which is attached hereto and incorporated herein by reference.
2. The parties agree to be bound by said proposal – that is, Client accepts Consultant's offer set forth in the Proposal subject to the terms thereof. Client desires to obtain the services described in the Proposal and, in consideration for such services, agrees to pay the consideration stated therein.
3. Consultation Services – Consultant shall perform his duties under this agreement personally. Consultant shall not delegate the performance of those duties to any other person without first obtaining Client's written consent. It is understood and agreed that Client's authorized representative for the purpose of providing any such written consent and for the purpose of communications during the course of the services to be provided hereunder shall be Client's duly elected County Clerk, the Honorable Nancy E. Rister. The work shall be commenced within fourteen (14) days after Consultant's receipt of a fully executed original of this Agreement.
4. Independent Contractor Status – Client and Consultant agree that Consultant shall perform his duties under this Agreement as an independent contractor. The Consultant is not to be deemed an employee of Client, and Consultant shall not have or claim any right arising from employee status. Consultant has the sole discretion to determine the manner in which the consultation services are to be performed.
5. Materials – Except for services that must be performed on or with Client's computers or Software and any software or utilities necessary (which shall be provided by Client), Consultant shall provide any consumable materials to be used in performing the services to be provided under this Agreement.
6. Consultations and Communications – Consultations and communications shall be conducted between Consultant and Client's duly elected County Clerk, the Honorable Nancy E. Rister (or her successor or designee when appropriate). On Client's request, Consultant shall prepare any reports or other written documents that are contemplated in the Statement of Work included in the Proposal or otherwise as may be mutually agreed upon. Consultation may be made in person between Consultant and the Honorable Nancy E. Rister, or her successor or designee when mutually convenient and mutually agreed upon. Client agrees to provide Consultant with access to Client's personnel, computer hardware, software, documents, records and all other resources necessary to enable Consultant to perform his duties under this Agreement.

7. Compensation – Payments to Consultant shall be made at 4124 Sequoia Trail West, Georgetown, Williamson County, Texas, promptly, and in any event within thirty (30) days following receipt of Consultant's Report of Analysis as described in the Proposal. For any and all work not covered by the Proposal or beyond its scope, Consultant shall be paid at the rate of \$75.00 per hour for all services rendered pursuant to this agreement.

8. Use of Copyrighted Materials – Consultant warrants that any materials provided by Consultant for use by Client pursuant to this Agreement shall not include any copyrighted materials owned by any other party that is protected under the Copyright. Consultant shall be solely responsible for ensuring that any materials provided by Consultant pursuant to this Agreement satisfy this requirement.

9. Termination of Contract -- Unless otherwise provided for, this Agreement shall continue in force until the services specified in this Agreement have been fully and completely performed, unless renewed, enlarged or extended in a writing signed by both parties. In the event completion of the services contemplated by the agreement is interrupted or terminated by an Act of God, natural catastrophe, or forces or circumstances beyond the control of either party, then in the event it is not reasonable to complete the project Consultant shall at the very least be entitled to compensation for all services rendered for Client at the rate of \$85.00 per hour based on the portions of the project completed and the amount of time allocated to each portion in the Proposal.

10. Any notice or report required or permitted by this Agreement shall be deemed to have been delivered to the other party if in writing and delivered personally, by courier, or by first-class, registered, or certified mail, postage prepaid, to the other party.

Notices to Client shall be sent to:

Honorable Nancy E. Rister
P.O. Box 18
Georgetown, Texas 78627

Notices to Consultant shall be sent to:

Darrell W. Eichman
4124 Sequoia Trail West
Georgetown, Texas 78628

11. Client agrees that during the term hereof Consultant shall be free to render consulting or other professional services to other clients, provided that such other endeavors do not impede or delay any milestone or deadline described in the proposal.

12. This Agreement and the rights and obligations hereunder may not be assigned, transferred, or subcontracted without prior written consent of the both parties.

13. This Agreement shall be governed by and construed in accordance with the laws of

the State of Texas. In the event of any dispute between the parties arising out of this agreement or any alleged breach thereof, or related to the services to be provided or the compensation to be paid hereunder, the parties agree that the sole and exclusive remedy for any such dispute will be final, binding arbitration (pursuant to the Texas Arbitration Act and the Federal Arbitration Act). Such arbitration shall be conducted according to the then-current procedures and rules for the arbitration of commercial disputes published by the American Arbitration Association; and the Arbitrator(s) shall be fully empowered to resolve any such dispute and to resolve any dispute as to the arbitrability of any issue. Either party may commence arbitration by serving a demand for arbitration upon the other party and simultaneously submitting such demand to the American Arbitration Association or any other non-profit agency engaged in administering or arranging for arbitration. Any such arbitration shall be conducted in Austin, Texas, or in other locale upon which the parties may agree. No action shall be filed in any court by either party against the other for any alleged breach of this agreement except for the purpose of enforcing this arbitration clause or for the entry of judgment based on the arbitration award.

14. The officials executing this Agreement on behalf of Client warrant that they are qualified to bind Williamson County to contract obligations and have been duly authorized to execute this Agreement by the Commissioners' Court of Williamson County, Texas.


Executed in duplicate originals on this the 18 day of July, 2000.

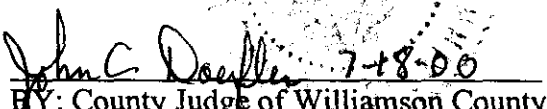
Consultant:


Darrell W. Eichman

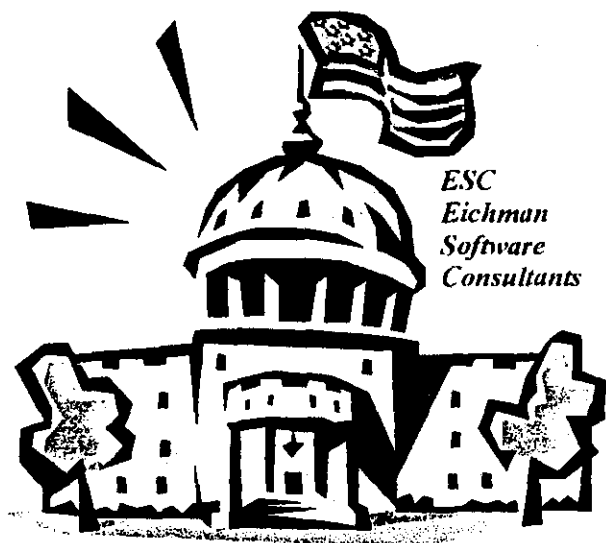
ADDRESS:
4124 Sequoia Trail West
Georgetown, Texas 78628

Client: Williamson County, State of Texas


BY: County Clerk of Williamson County


BY: County Judge of Williamson County

ADDRESS:
c/o Williamson County Clerk's Office
P.O. Box 18
Georgetown, Texas 78627



Project Proposal

Business Process Analysis

Honorable Nancy Rister
Williamson County Clerk
Georgetown, Texas

May 25, 2000



ESC
Darrell W. Eichman
4124 Sequoia Trail W.
Georgetown, TX 78628
Phone 512.695.2322 FAX 703.783.1130 Email
eichmandw@ev1.net

**Williamson County Clerk
Business Process Analysis**

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Williamson County Clerk Business Process Analysis

Introduction

I am pleased to present for your consideration a proposal for the workflow study and documentation of processes in your office. I have over six years of hands on experience with many County Clerks in Texas as well as Records and Register of Deeds offices across the country. Besides performing business process analysis, I have installed, managed, and implemented imaging systems. The experience of seeing so many diverse operations has put Eichman Software Consulting in a position to offer this valuable service. With my experience in Texas, I have a firm understanding of the statutory requirements placed on County Clerks.

Benefits of the Analysis

- ✓ Better Planning for the future
- ✓ Independent evaluation of tasks/staff
- ✓ Compare efficiency of your office to other offices

Expected Results of the Analysis

The analysis is organized by your office work areas/departments. The methodology for each area is identical. The goal is to review each area fully then derive recommendations to gain productivity. In all Counties, policy and procedures are handed down from administration to administration, and as a result are never reviewed to the extent of this analysis. The biggest culprit for low productivity is the "We have always done it that way" syndrome. In many cases, this answer, unless followed by "Dictated by statute" is a sure sign of a process that can be eliminated or changed for the better.

Another area where large gains are made is improving the skill level of clerks. While clerks have been trained, many will not remember all the tricks that make them efficient. Most have retained only enough information to get the job done. Each clerk will be assessed and tips given.

The goal of this analysis is to increase productivity by 5% to 10% or more. This goal can be measured. In each area, workload statistics are captured. After completing the analysis for the area, recommendations will be made for improvement in areas such as

- ✓ Workflow Changes
- ✓ Personnel Changes
- ✓ Policy & Procedure Changes

These improvements will directly affect productivity, especially during peak filing periods. This enables you to provide a higher quality of service to the citizens of Williamson County.

This proposal has two sections. Section one is a description of the Scope of Work. Section two contains time estimates required to complete each task.

The cost of the project is \$12,750.00 payable upon delivery of report of analysis. No additional expenses are included, since I reside in the Georgetown area.

Total elapsed time is estimated to be about twelve weeks from beginning to end of this project. The study may begin on a mutually agreeable date.

Thank you for your consideration.

Williamson County Clerk Business Process Analysis

Statement of Work

Document Current Workflow for Each Area

- A. **Narrative** – This section describes the functions of the department including a step-by-step description of how a document makes its way in and out of a department. It is completed by interviewing staff members and observation.
- B. **Workload Statistics** – At each step in the process, quantities will be derived to establish workload. For example, how many documents can staff member A process.
- C. **Flowchart** – A flowchart of the narrative will provide a pictorial representation of the department workflow.
- D. **Conclusions** – Using experiences from other County Clerk's offices and the analysis, I will identify pros and cons for the department.
 - a. Recommendations –
 - i. Procedural
 - ii. Organizational

The following is a list of proposed departments with typical tasks outlined.

OPR

Document Reception
Mail/Drop off
Walk Up

Stamping

Scanning
Scan
QC

Indexing
Index
Verify
Batch Update

Return Document

UCC

Document Reception
Stamping
Scanning
Indexing

Plats

City/County Review
Recording
Scanning
Indexing

Liquor License

Filing
Certification (Wet/Dry Area)
Recording
Indexing

Marriage

Data Entry
 Application
 License
Scanning
Returning License

Birth

Recording
Certified Copies

Death

Recording
Certified Copies

Commissioners Court

Agenda creation
Scanning
Indexing

Public Access

Public Inquiry
Remote
CD

Courts**Criminal**

Filing
Scanning
Backfile
Fees

Civil

Filing
Scanning
Backfile
Fees

Probate

Filing
Scanning
Backfile
Fees

End of Day

Cash Balancing
Reports

Jury

Jury Notices
Empanel Jury
Other

Growth/Site Planning

Historical Volume Review
Forecasting Growth
Compare to other Sites with similar size

System

Turnaround Times
Backups/Recovery
Performance
System Errors
Archiving
Training

**Williamson County Clerk
Business Process Analysis
Time Estimates**

Department	Area	Analysis Narrative	Workload Stats	Flowchart	Conclusion	Area Total	Dept. Total
OPR	Doc Rec Mail	2	1	1	3	7	
	Doc Rec Walk	2	1	1		4	
	Stamping	0.5	0.5		0.5	1.5	
	Scanning -	2	1	1	1	5	
	Scanning - QC	1	1			2	
	Index	2	1	1	3	7	
	Index Verify	2	1	1		4	
UCC	Batch update	1				1	
	Return Docs	1	1	1		3	
							34.5
	Doc Rec	1	1	2	3	7	
	Stamping	0.5				0.5	
	Scanning	2	1			3	
	Indexing	1	1			2	
							12.5
Plats	City/County Review	2	0.5	2	1	5.5	
	Recording	1	0.5			1.5	
	Scanning	0.5	0.5			1	
	Indexing	0.5	0.5			1	
							9
Liquor License							
	Filing	2	1	1	4	8	
	Certification	2	1	1		4	
	Recording	1	0.5			1.5	
	Indexing	1	0.5			1.5	
Marriage							15
	Entry	2	1	1	2	6	
	App/Lic	1				1	
	Return	1	0.5			1.5	
							8.5
Birth							
	Filing	1	0.5	1	2	4.5	
	Certified Copies	0.5	0.5			1	
Death							5.5
	Filing	1	0.5	1	2	4.5	
	Certified Copies	0.5	0.5			1	
Commissioners Court							5.5
	Agenda Creation	2	1	2	2	7	
	Scanning	1	0.5			1.5	
	Indexing	1	0.5			1.5	
Public Inquiry							10
	Pub Inq	2	0.5		2	4.5	
	Remote	2	0.5		1	3.5	
	CDs	1			1	2	
							10

**Williamson County Clerk
Business Process Analysis
Time Estimates**

Department	Area	Analysis Narrative	Workload Stats	Flowchart	Conclusion	Area Total	Dept. Total
Civil	Filing/Fees	5	3	2.5	2	12.5	
	Scanning	1	0.5			1.5	
	Backfile	1	0.5			1.5	
							15.5
Criminal	Filing/Fees	5	2	2.5	2	11.5	
	Scanning	1	0.5			1.5	
	Backfile	1	0.5			1.5	
							14.5
Probate	Filing/Fees	5	2	2.5	2	11.5	
	Scanning	1	0.5			1.5	
	Backfile	1	0.5			1.5	
							14.5
End Of Day	Cash Balance	1	0.5	2	2	5.5	
	Reports	1.5	0.5			2	
							7.5
Jury	Jury Notices	3	2	2	2	9	
	Empanel Jury	2				2	
	Other	2				2	
							13
Growth/Site Planning	Historical Vol Review	4			4	8	
	Forecasting Growth	4			4	8	
	Comparative Analysis	8			4	12	
							28
System	Turnaround Times	1			0.5	1.5	
	Backups	1			0.5	1.5	
	Performance	1			0.5	1.5	
	Errors	1			0.5	1.5	
	Archiving	1			0.5	1.5	
	Training	1			0.5	1.5	
							9
		98.5	35	28.5	52.5		212.5

AGENDA ITEM 33

Consider approving contract with Texas State Library for conversion of images on CD to microfilm for backup/disaster recovery/archival purposes for County Clerk's official public records.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To approve contract not to exceed \$10,000.00 with Texas State Library for conversion of images on CD to microfilm for backup/ disaster recovery/archival purposes for County Clerk official public records.

Vote: Motion carried 4 – 0

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