

AGENDA ITEM 37

Discuss and take appropriate action on designating funding for new Special Projects employee.

Carol Polumbo discussed funding for Special Projects employee.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To designate the Special Projects employee's salary to be paid from the URS payroll.

Vote: 4 - 0

AGENDA ITEM 38

Consider approving contract with John Wise for turning over county web page operations to the county's Information Technology Department.

Information Technology Services Director Jay Schade discussed the web page contract and answered questions.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve contract with John Wise for turning over county web page operations to the county's Information Technology Services Department.

Vote: 4 - 0

< Attachment >



Information Technology Services



INTEROFFICE MEMO

February 15, 2001

To: Judge Doerfler

From: J. Jay Schade - Director, Information Technology Services

Subject: County website

Attached, for your signature, is the contract between ITS and John Wise to pass the county web pages over to us so we can begin to maintain those pages. Also, as you can see by the contract, we will have ownership of the pages as well.

Please sign the contract and return it to me so we can begin the process of getting control of our website.

Let me know if you have any questions.

Thank you.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made by John B. Wise ("Service Provider"), at 501 Ridgmar Rd., Leander, Texas 78641 and Williamson County ("County"), at 710 Main Street., Georgetown, Texas 78626.

WHEREAS, Service Provider has expertise in providing the Web Site professional services sought by the County and the County wish to utilize Service Provider's services and abilities during the term of this Agreement,

NOW THEREFORE, in due consideration of the promises contained herein, the parties agree as follows:

1. **Engagement and Services.** During the term of this Agreement, Service Provider hereby agrees to provide the County with specific professional services ("Services") listed in Appendix A and the County hereby engages Service Provider in that capacity.
2. **Term.** The term of this Agreement shall begin on February 28, 2001 and shall terminate four months later. This Agreement can be extended in monthly increments thereafter with the mutual consent of both parties.
3. **Compensation.** Service Provider's Fees are listed in Appendix A. Service Provider's relationship shall be that of an independent Service Provider and the County shall not withhold taxes or Social Security payments from any sum paid to Service Provider under this Agreement. Fees for additional Services not listed in Appendix A that may be requested by the Client are \$100/hour.
4. **Reimbursement of Expenses.** In addition to the Compensation provided for herein, Service Provider shall be entitled to reimbursement by the County for all reasonable and necessary expenses ("Expenses") incurred in connection with the performance of the Services under this Agreement. Expenses include software, long distance telephone, travel outside Williamson County, course materials, and any other reasonable expense approved by the County. All expenses above \$250 shall be approved in advance by the County.
5. **Specific Performance.** In the event that either party should fail to fulfill any of the obligations of this Agreement, the other party may bring an action to enforce specific performance of all obligations under this Agreement.
6. **No Warranty.** County accepts the services provided under this Agreement "as is" without warranty of any kind. To the maximum extent permitted by law, Service Provider disclaims all warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability and fitness for a particular purpose.
7. **No Liability For Consequential Damages.** County acknowledges all actions resulting from the advice, counsel, reports, documents, demonstrations, prototypes, models, software, products, or any other item produced from this Agreement, are freely taken or rejected based upon the judgment of the County's personnel. In no event shall Service Provider or Service Provider's suppliers be liable for any damages whatsoever (including, without limitation, incidental, direct, indirect special and consequential damages, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of this Agreement, even if Service Provider has been advised of the possibility of such damages.

8. **Ownership of Work Product.** Service Provider shall transfer all of Service Provider's copyrights to all materials, software, graphics, ideas, inventions, or other intellectual property pertaining to the Williamson County Web Site to Williamson County upon completion of the term of this contract and payment of Fees listed in Appendix A.

9. **Indemnification.** County hereby agrees to indemnify, defend and hold harmless Service Provider, suppliers, contractors, and agents from any expenses or losses arising from any service provided by Service Provider due to its obligations hereunder.

10. **Miscellaneous.** This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, assigns, heirs and personal representatives and, except as specifically provided herein, neither party may make any assignment of this Agreement or any interest therein without the prior written consent of the other party.

The captions, numbering sequences, titles, paragraph headings, and structural organization used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part thereof.

Notifications under this Agreement shall be in writing and shall for all purposes, be deemed to have been written and shall, for all purposes, be deemed to have been fully sent and received, and shall be sent by registered mail or certified mail, return receipt requested, postage prepaid, properly addressed, to the respective parties at the addresses stated earlier in this Agreement.

This agreement may be executed in multiple counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.


A copy or facsimile of a signature hereto shall be deemed an original for all purposes.

The laws of the State of Texas shall govern this Agreement.

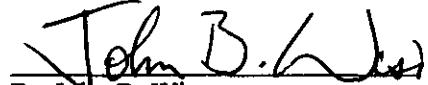
If any provision of this Agreement is invalid or inoperative under law, government rule or regulation, the remaining provisions of this Agreement shall continue in full force and effect.

This Agreement contains the entire agreement of the parties for this engagement, and supersedes any and all previous agreements they may have made regarding this engagement, whether orally or in writing.

IN WITNESS WHEREOF, the parties hereto have set their hands.


By Williamson County
710 Main Street
Georgetown, TX

2-27-01
DATE


By John B. Wise
501 Ridgmar Rd.
Leander, TX

2/8/2001
DATE

Appendix A**Service Provider's Services**

During the term of this Agreement, Service Provider will provide the support and service of the County's Web Site with the increasing assistance of the Information Systems Department staff. At the end of the term of this Agreement, the Information Systems Department will assume sole responsibility for support and service of the County's Web Site.

Service Provider will begin transfer of these responsibilities to the Information Systems Department through the following tasks:

1. Evaluate staff skills and advise training plan for staff.
2. Advise Web Site Standards and evaluate standards specifications.
3. Advise Web Site development plan and set up development tools
4. Train staff on Site communications, Site design, Page structure, and Site maintenance procedures.
5. Advise Web Site quality assurance plan and confirm test procedures.
6. Evaluate the Web Site support plan and departmental support procedures.
7. Evaluate Web Site security plan.
8. Participate in technical design reviews to resolve technical issues, decide the best implementation approaches, and review technical development.

Service Provider's Fees

\$2000/month

AGENDA ITEM 39

Consider approving professional services agreement for Road Bond projects for:
Huggins/Seiler & Associates

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve professional services agreement in the amount of \$89,000.00 for Road Bond projects for:
Huggins/Seiler & Associates

Vote: **4 - 0**

< Attachment >

**Pre-Qualified Engineers/Engineering Services
Williamson County Road Bond Program**

TxDOT Projects/TxDOT-Related Projects

Carter & Burgess
HNTB Team
PBS&J
HDR
Parsons Brinckerhoff Team
Pate Engineering Team
Turner, Collie & Braden Team
T & T Engineering* Team
Huggins/Seiler & Associates, LP Team
Chiang, Patel & Yerby, Inc. Team
Dannenbaum Engineering Corporation Team

County Road Projects

Baker-Aicklen & Associates, Inc.
Carter & Burgess
Chiang, Patel & Yerby, Inc.
Cuatro Consultants, Inc.
Cunningham Allen, Inc.
Dannenbaum Engineering Corporation
Denmon Engineering
Gray Jansing & Associates, Inc.
Haynie Consulting, Inc.
HDR Engineering, Inc.
HNTB
Huggins/Seiler & Associates, LP
Inland Civil Associates, LLC
Malone/Wheeler, Inc.