

AGENDA ITEM 28

Consider authorizing advertising and setting date to receive proposals for Internet and telephone payment procedures related to collections at Tax-Assessor/Collector office.

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To authorize advertising and setting date of public hearing on proposals for Internet and telephone payment procedures related to collections at Tax-Assessor/Collector office for May 17, 2001 at 10:00 a.m. in the County Auditor's office.

Vote: 4 – 0 with Commissioner Boatright absent from the dais.

AGENDA ITEM 29

Consider approving an interlocal agreement with City of Georgetown for construction of the 30-inch water line along Cedar Breaks Rd.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To approve an interlocal agreement with the City of Georgetown for construction of the 30-inch water line along Cedar Breaks Road.

Vote: 5 - 0

< Attachment >

STATE OF TEXAS}
COUNTY OF WILLIAMSON }

INTERLOCAL AGREEMENT

Between the
CITY OF GEORGETOWN
and
WILLIAMSON COUNTY, TEXAS

This agreement is made and entered into by and between the City of Georgetown (City), a Texas home rule municipal corporation, and the Williamson County, both located in Williamson County, Texas, and acting through their respective governing bodies pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

RECITALS

WHEREAS, the parties are planning the construction of various road and utility projects in conjunction with the D.B.Wood Road project near Lake Georgetown that may include a bridge now known as Cedar Breaks Bridge across the North Fork San Gabriel River;

WHEREAS, the City will construct a 30" waterline along Cedar Breaks Road, the bridge and connecting to the City's waterline located on D.B.Wood Road, and

WHEREAS, the parties desire to provide for easement acquisition, engineering services, construction bidding, and cost allocation in connection with such project, and

WHEREAS, it is mutually advantageous to both parties to enter into the arrangement evidenced by this Agreement.

NOW, THEREFORE, the parties in consideration of the terms and conditions contained herein, agree as follows:

1. The City agrees to acquire easement for the 30" waterline to be located along Cedar Breaks Road, Cedar Breaks Bridge and D.B.Wood Road from the Corps of Engineers.
2. The line will be constructed within the easement acquired by the City.
3. The City will contract with Camp, Dresser and McKee (CDM) to perform engineering services and engineer the pipeline outside the confines of the

bridge along and parallel to the road and the county engineer Post, Buckley, Schue and Jernigan, Inc. (PBS&J) will engineer the project over the bridge.

4. The contractor and engineer will report to the City representative on the project.
5. The line will be designed under the city standards for line construction.
6. CDM will engineer their portion of the project and turn the plans and specifications over to the County to include in the County's bid package.
7. The line will be constructed under the County Contract with the City reimbursing the County for the construction of the line based on the bids that are received (with the County obtaining a separate bid value on the pipeline portion of the bid project).
8. The City will inspect the pipeline project and will serve as onsite project manager for the construction of the pipeline.
9. Bids for the overall project are expected to go out to bidders in May 2001.
10. It is contemplated that this agreement will be completed within 18 months or thereafter as may be reasonably necessary to complete construction of the project.

The parties shall observe and comply with all Federal, State, and City laws, rules, ordinances and regulations in any manner affecting the conduct of the services herein provided and performance of all obligations undertaken by this Agreement.

If any provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

NOTICE

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, with postage and certified fees prepaid;

CITY:

George Russell
City Manager
City of Georgetown
P.O. Box 409
Georgetown, Texas 78627

COUNTY:

John Doerfler
County Judge
Williamson County
710 South Main
Georgetown, TX. 78626

With a copy to the Office of the City Attorney for Georgetown, Texas.

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt.

ENTIRE AGREEMENT

This Agreement, and any exhibits attached, is the complete and entire Agreement between the parties. Any modification or amendment shall not be effective unless signed in writing by both parties.

The laws of the State of Texas govern this Agreement and all obligations under this Agreement are performable in Williamson County, Texas.

SIGNED this _____ day of March 2001.

CITY OF GEORGETOWNBY: 

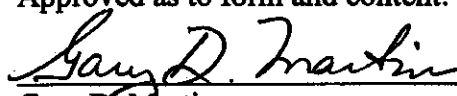
MaryEllen Kersch, Mayor

ATTEST:


Sandra Lee, City Secretary**WILLIAMSON COUNTY**BY:  424-01

John Doerfler, County Judge

Approved as to form and content:


Gary D. Martin
Deputy City Attorney

04/24/2001

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April 5, 2001

Honorable Judge John Doerfler
Williamson County Judge
710 South main Street
Georgetown, TX 78626

Subject: Interlocal Agreement

Dear Judge Doerfler:

Enclosed is the partially executed Interlocal Agreement, between the City of Georgetown and Williamson County for construction of the 30-inch water line, along Cedar Breaks Road.

The agreement has been signed by City Mayor, MaryEllen Kersch and City Secretary, Sandra Lee and is ready to be fully executed.

Once you have signed the agreement, will you please mail us a copy of the fully executed agreement for our records?

Thank you in advance for your assistance in this matter.

Sincerely,

Laura Wilkins
Administrative Assistant
City of Georgetown
Community Owned Utilities
1101 North College Street
Georgetown, TX 78626

AGENDA ITEM 30

Consider approving contract with Evercom Systems, Inc for new inmate telephone system.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

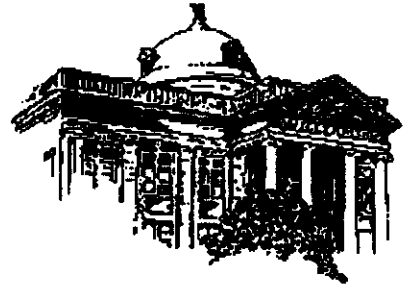
Motion: To approve contract with Evercom Systems, Inc for new inmate telephone system.

Vote: 5 - 0

< Attachment >



Information Technology Services



INTEROFFICE MEMO

April 23, 2001

To: Judge John Doerfler
Commissioner Mike Heiligenstein
Commissioner Greg Boatright
Commissioner David Hays
Commissioner Frankie Limmer

From: Jay Schade, Director, Information Technology Services

Subject: EverCom Inmate Telephone System Upgrade

*approved 4-24-01
John C. Doerfler*

Attached you will find documentation in support of Item #30 on the agenda (EverCom Inmate Phone System).

In response to the concerns of the Auditors' Office, I personally called eight different counties who are currently using the inmate phone system proposed by EverCom Systems, Inc. The comments I received were unanimously positive, all highly recommending the system. Also, I found that the commission proposed for Williamson County (50%) is a higher percent than almost all of the counties and it is surpassed by only one of the counties I contacted (Denton Co – 50.5%). It is reasonable that the commission would be higher when the volume of calls generated, and thus the revenue generated, is significantly higher. We, in turn, will negotiate a higher percentage upon completion of the jail expansion when our telephone traffic will significantly increase as well.

Gene Taylor, Dale Rye, David Flores and Bob Space have all reviewed the contract. The primary concerns were two expressed by Bob Space. One was whether or not the proposed commission was in line with that paid to other counties. The second was whether or not we could negotiate a signing bonus to be paid upon execution of the contract. As I mentioned above, the 50% commission is reasonable and in line with other counties. As for a bonus paid up-front, the only county that received money up-front was Wilson County and that money was not in addition to the commissions, but simply an advance on those commissions. They needed that money to purchase other computer equipment for a non-related project. In return for the advance commissions, they signed a 9-year contract at a much lower commission rate (30%).

Because of the reasons I stated last week in court which were confirmed by my conversations with the counties I contacted (i.e. the investigative tools provided in the system in the way of monitoring, recording and tracking calls, the ability of citizens to block calls, and the fact that our revenue remains the same), **I recommend that we approve the three-year contract with EverCom Systems.**

Thank you.