

AGENDA ITEM 23

Discuss and take appropriate action to approve contract with Grant Development Services, Inc.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To approve a contract with Grant Development Services, Inc., to render professional services to assist in the preparation and submission of an application to the USDA's Watershed Protection Program for grant funds to repair damage in Hutto, Granger and Bartlett caused by flooding in July 2002.

Vote: **5 - 0**

< Attachment >

**LETTER OF AGREEMENT BETWEEN
WILLIAMSON COUNTY COMMISSIONERS COURT PCT #4
AND
GRANT DEVELOPMENT SERVICES, INC.**

STATE OF TEXAS

§

COUNTY WILLIAMSON

This Agreement, made and executed this 17th day of DEC. 2002 by and between the Commissioner's Court of Williamson County Precinct #4 acting through its duly authorized official, Commissioner Frankie Limmer, hereinafter referred to as "County" and Grant Development Services, Inc., acting through its duly authorized official, J Gandolf Burrus, President, (hereinafter referred to as "GDS"), witnesseth:

Whereas the COUNTY desires to engage GDS to render professional services to assist in the preparation and submission of an application to United States Department of Agriculture's Watershed Protection Program (herein after referred to as the "Granting Agency") for grant funds to repair damage caused by the floods of July 2002.

Now therefore, in consideration of the premises and mutual undertakings of the parties hereto and in conformity with all applicable statutes and ordinances, the parties hereto agree as follows:

1. TIME OF PERFORMANCE

The services to be provided by GDS shall commence upon execution of this Letter of Agreement. All services required and rendered under this agreement shall be completed within a period of Twelve Months.

2. SCOPE OF SERVICES

The Scope of Services provided by GDS shall consist of ALL services required to submit a complete application for grant funding. There will be no additional fees for any services required for application submittal. The Services shall include, but not be limited to, the following:

- (a) Conduct needs assessment and verify the eligibility of the proposed project to receive Granting Agency support;
- (b) Coordinate all public notification activities
- (c) Prepare and submit applications for funding support to the Granting Agency
- (d) Prepare any oral presentations required to support the project.
- (e) Provide the Granting Agency with all documentation and data required to support the application

3. COUNTY RESPONSIBILITIES

- (a) The COUNTY shall designate one individual as the coordinator responsible for all communication and fulfillment of all the items included in the Letter of Agreement. That person shall be Williamson County Precinct #4 Commissioner Frankie Limmer.
- (b) The COUNTY shall publish public notices as required
- (c) The COUNTY shall identify the engineer to be utilized in the application design phase and shall provide compensation to the engineer as agreed separately.


4. COMPENSATION

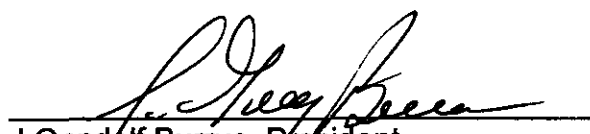
- (a) All application preparation and submission services described in the Letter of Agreement shall be provided for a lump sum fee of \$0.00 as a courtesy to Williamson County Precinct #4
- (b) GDS shall be paid a commission equal to five per cent (5%) on all grant funds secured.
- (c) If the project receives funding support from the granting agency, the County shall engage GDS to perform all administrative tasks required to bid the project, perform labor standards activities, supervise payrolls, request and distribute grant funds to contractors, complete environmental requirements and assist in the conduct of the close out audit.

5. ACCESS TO INFORMATION: It is agreed that all materials, data, reports, records and maps necessary for carrying out the Work described in Section 2 of this Agreement shall be readily made available to GDS at no cost to GDS.**6. AMENDMENTS TO LETTER OF AGREEMENT:** The sum total of the sections set forth in this Letter of Agreement constitutes a legally binding contract between the COUNTY and GDS. The Letter of Agreement may be amended only in writing and shall require the mutual consent of both parties. Should amendments be requested that exceed the Scope of Services provided in Section 2, the amount of additional compensations shall be negotiated based on the scope of the additional services to be rendered.**7. GDS RESPONSIBILITIES:** In addition to the obligations outlined in Section 1 and Section 2 of this Letter of Agreement, GDS agrees to comply with all requirements and any and all applicable rules, laws, or regulations, Federal State and local. GDS shall assume full responsibility for payments of Federal, State and local taxes for compensation received for services performed under this Letter of Agreement.

8. **TERMINATION OF AGREEMENT:** Termination of this Letter of Agreement, with or without cause, shall be effective upon fifteen days (15) written notice delivered to the noncancelling party by certified mail. In the event this agreement is terminated without cause, GDS shall be compensated at a rate of \$75.00 per hour for services performed prior to receipt of the notice of termination.
9. **JURISDICTION:** All obligations of the parties created under this Letter of Agreement shall be performable in Williamson County, Texas.

EXECUTED in duplicate originals this 17 day of Dec 2002.


Judge John Doerfler
For the Commissioner's Court of Williamson County


J Gandolf Burrus, President
For Grant Development Services Inc

AGENDA ITEM 24

Consider authorizing January 29th, 2003 at 2:00 p.m. in the Commissioners' Court Room as date to receive bids for Justice of the Peace Building, Pct. #4 in Taylor.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To authorize January 29th, 2003 at 2:00 p.m. in the Commissioners' Court Room as the date to receive bids for Justice of the Peace Building, Pct. #4 in Taylor.

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

AGENDA ITEM 25

Consider awarding bid for temporary shuttle service.

Bids were received from the following:

Durham School Services, Austin, Texas

East Texas Transit Systems, Longview, Texas

Transco Shuttle Services, Austin, Texas

Unsolicited offers were received from:

Capital Metro, Austin, Texas

Capital Area Rural Transportation Systems, Austin, Texas

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To award the bid for temporary shuttle service for the parking garage to Durham School Services.

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

< Attachment >