

AGENDA ITEM 14

Consider approving contract with Environmental Strategies for lawn mower exchange program.

Scott Johnson from Environmental Strategies stated that with the \$8,000 of funding from the county they would be able to sell approximately 130 electric lawn mowers. The event will take place Saturday, May 3, 2003 at the Round Rock Home Depot.

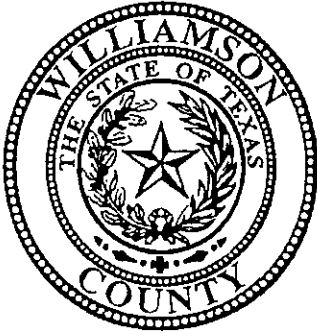
Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To approve contract with Environmental Strategies for lawn mower exchange program.

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

< Attachment >



WILLIAMSON COUNTY
710 MAIN STREET
GEORGETOWN, TEXAS 78626
<http://www.williamson-county.org>

Agreement For Williamson County's Electric Lawnmower Exchange Program

AGREEMENT, made this _____ day of _____, 2003, between Williamson County a political subdivision of the State of Texas (hereinafter called the "County") and Scott Johnson, Owner of Environmental Strategies located at 1135 Barton Hills Dr., Unit 205 Austin, Texas 78704. (hereinafter called "Project Manager").

WHEREAS, the County desires to engage a Project Manager in accordance with the terms and conditions herein to encourage Williamson County Residents to exchange their gas-powered lawnmower for an electric one to help improve environmental quality in central Texas.

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

ARTICLE 1

General Obligations of Project Manager

STANDARDS. The Project Manager shall render, diligently and competently all services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the services under this Agreement. The enumeration of specific duties and obligations performed by the Project Manager hereunder shall not be construed to limit the general undertakings of the Project Manager. The obligations of the Project Manager hereunder run to and are for the benefit of only the County.

EQUIPMENT. The Project Manager shall furnish and maintain all equipment necessary for the proper and satisfactory completion of the services under this Agreement. The County reserves the right to make inspection of equipment to be used in the performance of this contract. Any equipment found to be in poor condition must be pulled from service and replaced at the Project Manager's expense.

MATERIALS. Materials and supplies used by the Project Manager shall conform to the requirements listed herein. No material shall be used which will damage customers, vendors or employees. Upon request, the Project Manager shall submit a list of all materials to be used in providing these services. (The County may approve or disapprove any product prior to or during the term of the contract period.)

COMPLIANCE. The Project Manager shall comply with all county, state, and federal regulations applicable to performing work under this Agreement.

ARTICLE 2

Project Manager Duties

DUTIES.

1) Project Manager agrees to the following:

- A. Meet and communicate with Home Depot store management and Black/Decker staff to determine the order size and to organize the logistics of the lawnmower program.
- B. Market and sell Black/Decker lawn/garden equipment on the sales event day.
- C. Choose a mutually agreeable Home Depot location for the sales event.
- D. Choose a mutually agreeable sales event date.
- E. Develop a press release and send to all appropriate media outlets to promote the sales event day.
- F. Develop an effective event flyer for store marketing and to send via the internal communication networks of Williamson County and the City of Round Rock.
- G. Coordinate and oversee the vendors who will recycle the used mowers and remove their petro-chemical fluids.
- H. Gather and disseminate a packet to educate the lawnmower purchasers on the following: air/water quality and waste management benefits of electric lawnmowers and Green Gardening techniques.
- I. Prepare a final report on the emissions reductions and other benefits of the project and submit it to the Williamson County Commissioners Court.
- J. Track, monitor and ensure that discounts provided to consumers under this Agreement do not exceed the budgetary limits prescribed by the the attached Proposed Budget for Williamson County Electric Lawnmower Exchange Program (Attachment A).

ARTICLE 3

County Duties

INFORMATION. The County shall provide full information regarding requirements for the services. The County shall furnish required information as expeditiously as necessary for the orderly progress of the work and the Project Manager shall be entitled to rely on the accuracy and completeness thereof.

ADMINISTRATOR. The County shall designate an Administrator authorized to act on the County's behalf with respect to the services. Annette Todd, Project Director for the Williamson County Commissioners Court is so designated. The County or such authorized Administrator shall render decisions in a timely manner pertaining to work completed by Contractor.

COMPENSATION. County agrees to pay Project Manager thirty-two dollars and fifty cents (\$32.50) per hour not to exceed one thousand three hundred thirty three dollars (\$1333.00) for the satisfactory completion of the services performed hereunder.

DISCOUNTS. The County agrees to reimburse Home Depot for the discounts it provided pursuant to the Central Texas Lawnmower Upgrade Initiative and this Agreement. Reimbursement will be made in accordance with the attached Proposed Budget for Williamson County Electric Lawnmower Exchange Program (Attachment A).

ARTICLE 4

Miscellaneous

COUNTY TERMINATION. The County may at any time terminate this agreement by giving notice to the Project Manager in writing to that effect, delivered and mailed to the Project Manager's last known address not less than ten (10) days prior to the effective date of termination specified in the notice. From and after the effective date of termination specified in such notice, this agreement shall be terminated, provided, however, that the Project Manager shall be entitled to receive compensation for services theretofore rendered pursuant to this Agreement.

PROJECT MANAGER TERMINATION. The Project Manager shall have the right, by giving the County not less than thirty (30) days notice in writing, to terminate this agreement if the Project Manager shall have been prevented by conditions beyond the control and without the fault of the Project Manager (a) from commencing performance of this agreement for a period of thirty (30) days from the date of this agreement, or (b) from preeceeding with the completion of full performance of any remaining services required of the Project Manager pursuant to this Agreement for a period of thirty (30) days from the date of last performance by the Project Manager of other services required pursuant to this Agreement. From and after the effective date specified in such notice this Agreement shall be terminated, except that the Project Manager shall be entitled to receive compensation for services performed hereunder.

GOVERNING LAW. This Agreement shall be governed by the laws of the State of Texas.

BINDING EFFECT. The County and Project Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between the County and Project Manager and supersedes all prior negotiations, representations or agreements, either written or oral.

AMENDMENT. This Agreement may be amended only by written instrument signed by both County and Project Manager.

THIRD PARTY. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the County and Project Manager

HAZARDOUS MATERIALS. Unless otherwise provided in this agreement, the County shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form

INVOICES. Payment shall be made by check from the County upon satisfactory completion and acceptance of services and submission of the invoice to the ordering department for work specified by this Agreement. All payments owed will be paid no later than thirty (30) days after the goods or services are received or the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

1. Name, address and telephone number of Project Manager and similar information in the event the payment is to be made to a different address;
2. County contract, Purchase Order and/or delivery number;
3. Identification of items or service as outlined in the Agreement;
4. Quantity or quantities, applicable unit prices, total prices and total amounts;
5. Any additional payment information which may be called for in the Agreement

DISPUTES. In the event of any dispute related to this agreement, the decision of the Williamson County Judge shall be final and binding on the Project Manager, subject to any civil remedy or determination otherwise available to the Project Manager.

ASSIGNMENT. The obligations of the Project Manager under this agreement shall not be assigned without the approval in writing of the County.

OMISSION. It is the intent of this Agreement to encourage Williamson County Residents to exchange their gas-powered lawnmower for an electric one to help improve environmental quality in central Texas. Any services that have been omitted which are clearly necessary for the completion of this Agreement shall be considered a requirement although not directly specified or called for in this specification.

FORCE MAJURE. Neither party shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency or any other causes beyond their reasonable control. Upon the discovery of such an event, the affected party shall notify the other and arrange a meeting to propose a program for a solution to the problem and if necessary, to establish an estimated period of time of suspension or extension of the work.

DAMAGE TO PROPERTY. Any property damaged by the Project Manager's actions shall be repaired, reimbursed, or subtracted from payment in an amount equal to the damage.

SEVERABILITY. Any clause, sentence, provision, paragraph or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal or ineffective.

VENUE. It is contemplated that this Agreement shall be performed in Williamson County, Texas and the venue and jurisdiction of any suit, right or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas.

REPORTS OF ACCIDENTS/LEGAL ACTIONS. Within 24 hours after Project Manager becomes aware of the occurrence of any accident or other event which results in or might result in injury to the person or property of any third person (other than an employee of the Project Manager) whether or not it results from or involves any action or failure to act by the Project Manager or any employee or agent of the Project Manager and which arises in any manner from the performance of this Agreement, The Project Manager shall send a written report describing such accident or event. The Project Manager shall also immediately send the County a copy of any summons, subpoena, notice or other legal process served upon the Project Manager in connection with any matter before any court arising in any manner from the Project Manager's performance of work under this Agreement.

CAPTIONS. The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.

ENTITY STATUS. The signature below certifies that Project Manager is a corporation, partnership, sole proprietorship or other legal entity duly authorized to transact and do business in the State of Texas.

INDEMNIFICATION. The Project Manager agrees to indemnify and hold harmless and defend the County and any of their officers, agents, servants and employees from any and all claims resulting from injuries, including death, bodily injury, property damage or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this agreement.

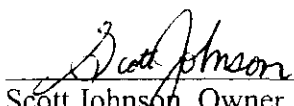
INDEPENDENT CONTRACTOR. The parties understand that this contractual agreement shall not create an employer/employee relationship and the Project Manager, his employees and any person acting on behalf of the Project Manager shall be deemed to be an independent contractor during the term of this Contract.

EQUAL OPPORTUNITY IN EMPLOYMENT. Project Manager agrees that during the performance of the services under this Agreement, Project Manager or will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status.

TERM. The term of this agreement shall commence when the contract is accepted and signed by both parties to the contract and is approved by the Williamson County Commissioners Court. The Term shall encompass the sales event day and includes a reasonable period thereafter for receiving event day inquiries by telephone and by e-mail before and after the sales event day, unanticipated vendor follow up before and after the sales event day, and accounting for the sales and payment to Home Depot for the sum of the discounts given. The reasonable period shall not exceed thirty (30) days.

EXHIBITS AND ATTACHMENTS. All of the Exhibits and Attachments referred to in this Agreement are incorporated by reference as if set forth verbatim herein. Specifically, all of the terms and conditions of the attached Proposed Budget for Williamson County Electric Lawnmower Exchange Program (Attachment A). are hereby incorporated by reference in this Agreement.

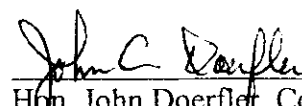
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and attested by their duly authorized representatives all as of the date approved by the Commissioners Court of Williamson County.



Scott Johnson, Owner
Environmental Strategies
1135 Barton Hills Dr., Unit 205
Austin, Texas 78704

3-11-03

date



Hon. John Doerfler, County Judge
for the Williamson County Commissioners Court
710 Main Street
Suite 201
Georgetown, TX 78626

3-11-03

date

ATTACHMENT A

To: Mike Heiligenstein, Commissioner, Williamson County

From: Scott Johnson, Project Mgr., Central Texas Lawnmower Upgrade Initiative

Date: February 15, 2003

Subject: Proposed budget for Williamson County Electric Lawnmower Exchange Program

| | |
|----------------------------------------------------------------------------------------------------------------------------------|--------------------|
| Project Manager: | |
| Sales/Marketing – Event day hours, media contacts, coordinating store promotion – 22 hours | |
| Vendor/City/County meetings/coordination – Black/Decker, Home Depot, City of Round Rock, Wil. Co., Scrappage/Fluid vendors, etc. | --7 |
| hours | |
| Environmental Info Distribution (Air/Water Quality, Solid Waste, etc.) | -- 4 |
| hours | |
| Final report to Williamson County Commissions Court w/ emission calculations | -- 5 |
| hours | |
| Contingencies (product ordering, customer service, vendor follow up, etc.) | -- 3 |
| hours | |
| Budget for Project Manger: | --41 |
| hours @ | |
| | \$32.50/per hour = |
| \$1333.00 | |

| | |
|------------------------------------------------------------------------------|------------|
| Lawnmower Discounts: | |
| Cordless mowers with trade in - \$77.00 per mower, estimate of 70 sales = | \$5390.00 |
| Cordless mowers without trade in - \$50.00 per mower, estimate of 20 sales = | \$1,000.00 |
| Corded mower with trade in - \$7.00 per mower, estimate of 35 sales = | \$245.00 |
| Corded mower without trade in – discount provided by the Black/Decker = | \$0 |
| Budget for Lawnmower Discounts (Projected): | \$6635.00 |

| | |
|------------------------------------------------------------------------|---------|
| Advertising/Marketing: | |
| Copy event fliers for Williamson County employees (375 flyers @ \$.08) | \$30.00 |

Total Program Budget (Projected): \$7998.00

AGENDA ITEM 15

Discuss and consider making appointments to Rathgeber Property Uses Committee.

Commissioner Heiligenstein requested that the committee's name be changed to Brushy Creek Property Uses Committee. He proposed that this be a nine-member committee with representatives appointed by the following:

- 1 **Round Rock Mayor** - Mayor Maxwell has asked Jim Bohls to serve.
- 1 **Cedar Park Mayor**
- 2 **Commissioner Heiligenstein** – Commissioner Heiligenstein will serve along with one other person.
- 1 **Commissioner Boatright** – Mike Benson will serve.
- 1 **Commissioner Hays**
- 1 **Fern Bluff MUD**
- 1 **Brushy Creek MUD**
- 1 **Brushy Bend MUD**

A chairperson will be appointed from within this group.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To use the framework proposed for the committee and put this item on the agenda in two weeks.

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

AGENDA ITEM 16

Review 2002 - 2003 budget to date and provide direction for 2003 - 2004 budget.

David Flores handed out a financial report on the budget. He stated that 77% of the county's revenue derived from property taxes. The county has collected 96% of the property taxes. With the current expenditures the county is under budget. **Judge Doerfler** mentioned that any line item transfers for any significant amounts will need written detailed explanations before they are put on as an agenda item. David mentioned that there is nothing in his report that would raise a higher level of alert regarding the budget. **Judge Doerfler** asked for some guidance regarding new hires and salary increases. He mentioned that he would like to start a zero based budget this year.

< Attachment >