

AGENDA ITEM 28

Discuss and take appropriate action on road bond program.

Paul Petrich discussed issues regarding the Georgetown Inner Loop East/SH 29 intersection.

Judge Doerfler asked URS Superintendent Greg Bergeron to address the court concerning overtime issues for road inspectors. Judge Doerfler requested that Mr. Bergeron come back to the court to request more funding when necessary.

AGENDA ITEM 29

Consider approving professional services agreement with Broaddus & Associates for grant funding assistance services for Sheriffs Office.

Sheriff Maspero mentioned that this has been reviewed and the money has been approved by a line item transfer.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To approve professional services agreement with Broaddus & Associates for grant funding assistance services for Sheriffs Office.

Vote: **5 - 0**

< Attachment >

AGREEMENT
between
OWNER AND CONSULTANT
for
PROFESSIONAL SERVICES

THIS AGREEMENT is made as of _____, 2003, between Williamson County (herein referred to as "Owner") and Broaddus & Associates, Inc. (herein referred to as "Consultant").

The Owner intends to contract with the Consultant for Grant Funding Assistance Services for the Williamson County Law Enforcement Training Facility (herein referred to as "Grant Funding Assistance Services"). The Owner and Consultant, in consideration of the mutual considerations as set forth herein, agree to the terms of this agreement.

The Consultant will provide:

I. Consultant Basic Services included in the scope of this agreement.

Broaddus & Associates will work directly with the U.S. House of Representatives and the U.S. Senate on behalf of Williamson County's Fiscal Year '03 Appropriation Request. This engagement will focus on the Offices of key Members of both the House and Senate Appropriations Committees, along with the House and Senate Leadership where and when appropriate. As Broaddus & Associates will communicate with relevant House and Senate Offices on an ongoing basis, we will also establish key meetings in Washington at both the Congressional Member and Senior Congressional Staff level for Williamson County officials. Broaddus & Associates will avail itself at all times in providing updates, along with advice and guidance to Williamson County officials as it pertains to the County's official request for federal funding.

II. Consultant's Additional Services beyond the basic scope of work included in this agreement.

A. Advance Authorization Required

If authorized in writing by Owner, Consultant shall furnish or obtain from others Additional Services as requested. The Owner, as indicated in Article V -- Payments to Consultant, will compensate the Consultant for any additional services.

III. Owner's Responsibilities

A. In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall:

1. Furnish Consultant any other available information pertinent to the Consulting Service.

IV. Times for Rendering Services

- A. The Basic Services provided by the Consultant, as included in the scope of this agreement, shall be completed upon the passage of the relevant FY-03 Congressional Appropriation Bill.
- B. Consultant's services and compensation under this Agreement have been agreed to in anticipation of the orderly and reasonably continuous progress of the Plan through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, Consultant's obligations to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- C. If, in this Agreement, specific periods of time for rendering services are set forth or specific dates by which services are substantially to be completed are provided, and if such periods of time or dates are changed through no fault of Consultant, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If Owner authorizes or requests changes in scope, extent, or character of the Planning Services, the time of performance of Consultant's services shall be adjusted equitably.

V. Payments To Consultant

- A. **For Basic Services:** The total compensation for Basic Services shall be a lump sum amount of \$20,000.00 (Twenty thousand dollars). Payment in the full amount of \$20,000.00 will be made upon the passage of the relevant FY-03 Congressional Appropriation Bill.
- B. **For Additional Services:** Owner shall pay Consultant for Additional Services at a lump sum amount to be determined.
- C. **For Reimbursable Expenses:** Owner shall pay Consultant for the following categories of Reimbursable Expenses at actual cost thereof but not to exceed \$2000.00:
 - 1. Travel, lodging, and meal expenses of Consultant personnel while working outside of Williamson County and particularly in Washington, DC. Use of on-site Broadus & Associates personnel in the Washington, DC office will not result in reimbursable expenses.
 - 2. Printing of documents beyond those copies necessary for Owner's review and records and the Consultant's own use.

D. Other Provisions Concerning Payments

1. **Preparation of Invoices.** Invoices will be prepared in form mutually agreeable to Owner and Consultant and calculated on the basis set forth herein and submitted to Owner once per month.
2. **Payment of Invoices.** Invoices are due and payable within 30 days of receipt.
3. **Disputed Invoices.** In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
4. **Payment Upon Termination.** In the event of any termination under this Agreement, Consultant will be entitled to invoice Owner and will be paid for all services performed or furnished and Reimbursable Expenses incurred through the effective date of termination.

VI. General Conditions**A. Termination**

The obligation to provide further services under this Agreement may be terminated:

1. **For Cause**
 - a) By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. However, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof, or as such period may be mutually extended.
 - b) **By the Consultant:**

Upon ten (10) days written notice if the Consultant's services for the Grant Funding Assistance Services are delayed or suspended for more than ninety (90) days for reasons beyond Consultant's control.

2. For convenience, by Owner effective upon the receipt of notice by Consultant.

B. Controlling Law

This Agreement is to be governed by the laws of the State of Texas.

C. Dispute Resolution

1. Owner and Consultant agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to the exercising of their rights under other provisions of this Agreement, or under law.
2. The Owner will decide on an equitable dispute resolution process to be conducted in Williamson County, Texas.

D. Indemnification

1. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's sub-consultants in the performance and furnishing of Consultant's services under this Agreement.
2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Consultant, Consultant's officers, directors, partners, and employees and Consultant's sub-consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Owner or Owner's officers, directors, partners, employees, and other consultants retained by Owner with respect to this Agreement or the Planning Services.

E. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by certified mail (return receipt requested), by facsimile, or by commercial-courier service. All notices shall be effective upon the date of receipt.

F. Survival and Severability

1. All express representations, indemnification or limitations of liability made in or given in this Agreement will survive its completion or termination for any reason.
2. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: Williamson County

By: John C. Doerfler 1-28-03

Title: County Judge

Address for giving notices:

710 Main Street

Suite 201

Georgetown, Texas 78626

Designated Representative:

John Maspero

Title: Sheriff

Phone Number: (512) 943-1321

Facsimile Number: (512) 943-xxxx

County Clerk

Nancy E. Rister

Nancy Rister

Phone Number: (512) 943-1515

CONSULTANT:

James A. Broaddus

By: James A. Broaddus Ph.D., P.E.

Title: President

Address for giving notices:

1301 S. Capital of Texas Hwy.

Suite A-302

Austin, Texas 78746

Designated Representative:

James A. Broaddus, Ph.D., P.E.

Title: President

Phone Number: (512) 329-8822

Facsimile Number: (512) 329-8242

E-mail Address:

Broaddus@BroaddusAssociates.com

AGENDA ITEM 30

Discuss and take appropriate action on jail/courthouse annex expansion.

Jim Broaddus stated that the concrete on Level 3 of the jail is at the minimal acceptable strength and since it did not meet the original specification there has been a \$50,000 credit agreed to from concrete subcontractor. It will be executed as a deductive change order to the contract. **Commissioner Limmer** mentioned that there will be an additional one year warranty on the concrete on that floor.

There was no action taken on this agenda item.

AGENDA ITEM 31

Discuss and take appropriate action on the park advisory committee.

Commissioner Boatright stated the grand opening is scheduled for Saturday, February 22, 2003, from 11:00 a.m. to 1:00 p.m.

There was no action taken on this agenda item.

AGENDA ITEM 32

Consider accepting dedication deed of 8.79 acres of land in the Charles Cochran Survey, Abstract #134, Williamson County, Texas.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To accept dedication deed of 8.79 acres of land in the Charles Cochran Survey, Abstract #134, Williamson County, Texas

Vote: **5 - 0**

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