

AGENDA ITEM 23

Consider approving Service Contract between the Williamson County Community Supervisions and Corrections Department and Williamson County, Texas.

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To approve Service Contract between the Williamson County Community Supervisions and Corrections Department and Williamson County, Texas.

Vote: 3 - 0 - 1. Commissioner Limmer abstained.

< Attachment >

State of Texas

County of Williamson

Service Contract

This service contract is an agreement between the Williamson County Community Supervision and Corrections Department, hereinafter referred to as DEPARTMENT and Williamson County, Texas hereinafter referred to as COUNTY.

ARTICLE I

PURPOSE

1.1 The purpose of this contract is for Williamson County to provide assistance to the Department in the location of fugitives and absconders placed under supervision by the courts of Williamson County.

ARTICLE II

TERMS OF AGREEMENT

2.1 The term of this service contract shall be from September 1, 2002 to August 31, 2003.

ARTICLE III

COUNTY FEE SCHEDULE

3.1 The COUNTY agrees to perform the above mentioned services according to the following fee schedule. The DEPARTMENT will pay COUNTY the sum of \$40,000 per fiscal year, in monthly payments, beginning September 1, 2003.

COUNTY will provide a full time Constable Pct. 3 deputy to work with the DEPARTMENT in locating and apprehending fugitives and absconders. COUNTY will provide all training, transportation, transportation costs, licensing, and any other costs connected to a precinct deputy position.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

4.1 Use of Payments. No part of the Payments made to COUNTY will be expended for any consultant fees or honorariums to any employee of DEPARTMENT or for unallowable costs. COUNTY shall expend Payments made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services. COUNTY MAY NOT collect participant fees from any individual who receives Services hereunder, except as provided in Article 6, Section 6.4(c).

4.2 Non-Discrimination. In the performance hereof, COUNTY warrants that it shall not discriminate against any employee or Offender on account of race, color, handicap, religion, sex, national origin, or age. In addition, COUNTY shall not discriminate against employees or Offenders who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS.

ARTICLE V GENERAL CONDITIONS

5.1 No Subcontractors. No subcontractors may be utilized by COUNTY unless DEPARTMENT has furnished prior written approval thereof.

5.2 Payment to Employees or Agents of the CSCD. COUNTY warrants that no employee or agent of DEPARTMENT has been retained to solicit or secure this AGREEMENT and that COUNTY has not paid or agreed to pay any employee of DEPARTMENT any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the making of this AGREEMENT or as an inducement for entering into this AGREEMENT. The unauthorized offering or receipt of such payments may result in the immediate termination of this AGREEMENT by DEPARTMENT.

5.3 Payment to COUNTY. DEPARTMENT agrees to remit a monthly payment to county at the end of each month. The DEPARTMENT agrees to pay COUNTY in accordance with this agreement. VTCA Government Code Section 2251.021 (a).

5.4 Availability of Funds. This agreement is subject to the availability of state funds as appropriated by the State Legislature and as made available by TDCJ-CJAD.

5.5 Misspent Funds. Any funds deemed inappropriate based on approved budgets, the Financial Management Manual for TDCJ-CJAD Funding or the Contract

Management Manual for TDCJ-CJAD Funding by TDCJ-CJAD staff, CSCD Staff or any CSCD or state designee will be subject to refund by the COUNTY.

5.6 Visitation by State Employees. COUNTY shall at all times allow employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by the DEPARTMENT and the Texas Board of Criminal Justice to monitor the delivery of Services.

5.7 Non-Collusion. COUNTY warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this Agreement with DEPARTMENT, and COUNTY has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, DEPARTMENT shall have the right to terminate this Agreement without liability, or in its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.

5.8 Termination at Will. Either party may terminate this Agreement for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. DEPARTMENT'S only obligation for terminating this Agreement pursuant to this section shall be the payment to COUNTY of Payments earned hereunder up to the date of termination. COUNTY's only obligation for terminating this Agreement pursuant to this section shall be to provide Services until the date of termination. Neither COUNTY nor DEPARTMENT shall thereafter be entitled to any other bonus, damage, settlement or compensation for expected or lost profits or otherwise.

ARTICLE VI ADMINISTRATION AND FISCAL SYSTEM

6.1 Administrative Controls. COUNTY shall establish, document and maintain adequate administrative and internal controls to ensure that only allowable costs are billed hereunder in accordance with the Program Budget.

6.2 Conflict of Interest. COUNTY shall establish safeguards to prohibit members of the governing board, contractual personnel, consultants, volunteers, and employees from using their positions for a purpose that is or gives the

appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family or business relationships.

6.3 Remuneration. Staff of COUNTY shall not pay or receive any commission, consideration, or benefit of any kind related to the referral of a Offender for treatment or engage in fee-splitting with other professionals.

6.4 Disclosure. COUNTY is required to immediately or timely, as the case may be, disclose to DEPARTMENT and TDCJ-CJAD the following:

- (a) If any Person who is an employee or director of COUNTY is required to register as a lobbyist under Texas Government Code Chapter 304, at any time during the term hereof, COUNTY shall provide to DEPARTMENT and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;
- (b) If any Person who is an employee, subcontractor, or director of COUNTY is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;
- (c) The receipt by COUNTY of funds other than, or in addition to, those paid by DEPARTMENT for Services hereunder, it being agreed that in such event, DEPARTMENT shall be entitled to reimbursement of such portion of such funds as it is attributed to the provision of Services hereunder, unless participant paid fees are agreed to in writing by the DEPARTMENT and COUNTY. As used in this subparagraph, the term "funds" means any amounts received by COUNTY on behalf of any Offender who is receiving Services from the COUNTY.
- (d) Report any actions or citations by Federal, State, or local governmental agencies that may affect COUNTY'S licensure status or its ability to provide Services hereunder.

6.5 Withhold Payments. The DEPARTMENT may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted and/or corrected by COUNTY. DEPARTMENT reserves the right to suspend Offender placements,

withhold Payments, or require the return of Payments in the case of noncompliance with DEPARTMENT Policies, including, but not limited to, recurring acts of noncompliance and expenditures for unallowable costs.

6.6 Accounting Records The COUNTY agrees to maintain a program specific accounting or bookkeeping system in accordance with line item categorization as outlined in the Program Budget negotiated between the COUNTY and DEPARTMENT.

6.7 Audit of Records COUNTY agrees to furnish to DEPARTMENT and/or the Texas Department of Criminal Justice -Community Justice Assistance Division (TDCJ-CJAD) and/or their designees such information as may be requested which relates to the services described in this AGREEMENT. COUNTY shall permit DEPARTMENT and/or TDCJ-CJAD and or their designee to audit/inspect records and reports, review services, and/or evaluate the performance of services at any time. COUNTY shall provide reasonable access to all the records, books, reports and other necessary data and information requested by DEPARTMENT and/or TDCJ-CJAD for the purpose of accomplishing reviews, inspections, and/or audits of program activities, services and expenditures.

6.8 AIDS and HIV Infection COUNTY agrees that it shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall also develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of said COUNTY and for clients, inmates, patients and residents served by COUNTY in accordance with the provisions found in V.T.C.A., Health and Safety Code, Section 85.113.

6.9 Confidentiality. When applicable, records of identity, diagnosis, prognosis, or treatment of any Offender through this contract shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the Offender's written consent as documented by a signed information release form that complies with the requirements of 42 CFR, Part 2, or a proper court order that conforms with the requirements of 42 CFR, Part 2. All records shall be the property of COUNTY.

6.10 Governing Board Responsibility. The appropriate governing board or entity of COUNTY shall bear full responsibility for the integrity of the Program Budget, including accountability for all Payments, compliance with DEPARTMENT policies, and applicable federal and state laws and regulations, and the Texas Department of Criminal Justice-Community Justice Assistance Division (TDCJ-

CJAD). Ignorance of any contract provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

ARTICLE VII INDEPENDENT COUNTY

7.1 COUNTY is associated with DEPARTMENT only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, COUNTY is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of COUNTY or any other party. COUNTY shall be solely responsible for (and DEPARTMENT shall have no obligation with respect to) payment of all Federal Income, F.I.C.A., and other taxes owed or claimed to be owed by COUNTY, arising out of COUNTY's association with DEPARTMENT pursuant hereto, and COUNTY shall indemnify and hold DEPARTMENT harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

ARTICLE VIII MISCELLANEOUS PROVISIONS

8.1 Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

8.2 Severability. Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

8.3 Prohibition Against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties.

8.4 Law of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the primary County of the applicable judicial district.

8.5 Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

8.6 Entire. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodies herein.

8.7 Amendment. No changes to this Agreement shall be made except upon written agreement of both parties, except as to adjustments authorized by any attached exhibits.

8.8 Confidentiality. Any confidential information provided to or developed by COUNTY in the performance of this Agreement shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual or organization by COUNTY or DEPARTMENT without prior approval of the other party.

8.9 Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or effect the construction or interpretation hereof.

8.10 Waiver. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

8.11 Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

8.12 Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders;

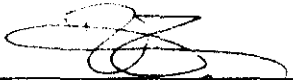
the singular shall include the plural and the plural shall include the singular.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written.

Williamson County Community Supervision and Correction Department

BY Rick Zinsmeyer

TITLE Director

SIGNATURE 

DATE SIGNED 3/6/03

WILLIAMSON COUNTY

BY John Doerfler, County Judge

SIGNATURE _____

DATE SIGNED _____

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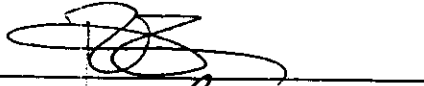
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Williamson County Community Supervision and Correction Department

BY Rick Zinsmeyer

TITLE Director

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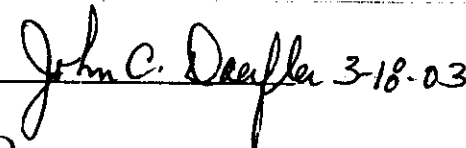
DATE SIGNED

3/6/03

WILLIAMSON COUNTY

BY John Doerfler, County Judge

SIGNATURE



DATE SIGNED

3-18-03

AGENDA ITEM 24

Consider making appointments to the 2003 Salary Grievance Committee.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To contact John Latchford from Round Rock to see if he is willing to serve on the committee.

Vote: 4 - 0

<Attachment>

1 to John Latchford 1904 Black Sack Cove, Round Rock, TX 78664

approved 3-18-03
John C. Doerfler