

AGENDA ITEM 31

Discuss and take appropriate action on agreement with Leo Wood & Associates.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To approve the agreement with Leo Wood & Associates.

Vote: 4 – 0 – 1. **Commissioner Curlee** abstained.

< Attachment >

AGREEMENT

This Agreement, entered into by and between Williamson County, Texas, a body corporate and politic of the State of Texas ("County"), and Leo Wood and Associates ("Wood"),

WITNESSETH:

1. Whereas County and Wood have had an ongoing professional relationship for several years and are desirous of clarifying that relationship in certain respects, they have now entered into the following agreement.

HUD Grant

2. Wood agrees to continue providing pre-grant services in connection with the Federal Department of Housing and Urban Development Urban County Community Development Block Grant Program, including assistance in the development of an action plan and other necessary steps required to receive the grant. Performance under this provision shall be in a form acceptable to HUD and in full compliance with all relevant government regulations.

3. County agrees to pay hourly compensation for necessary administrative work on this grant at the rate of \$75.00 per hour for senior analysts and \$50.00 per hour for junior analysts. County will pay Wood's invoices month by month as the work progresses. In no case, however, shall the total compensation paid to Wood for this grant exceed \$70,000.00. If that cap is reached, Wood will finish the project without further compensation.

4. In addition, County agrees to reimburse Wood for necessary mileage, copies, and expenses at the same rate and under the same conditions as expenses would be reimbursed to a county employee for official business (by way of example and not limitation: in-county meals, travel to and from Wood's principal workplace in Georgetown, and undocumented travel are not reimbursable). In no case, however, shall the total reimbursements paid to Wood for this grant exceed \$7,500.00. If that cap is reached, Wood will finish the project without further reimbursements.

5. As a precondition to receiving compensation or reimbursements, Wood agrees to submit detailed requests for payment and provide documentation as requested by the Williamson County Auditor's Office in a form acceptable to that office.

Williamson/Wood Agreement

6. The County is required by HUD regulations to competitively bid any outside services in connection with the administration of this grant, so Wood's involvement with the HUD grant under this agreement shall cease as soon as funding is received. If the project is bid or let for proposals at that time, Wood may compete on the same basis as any other bidder.

Bagdad Heritage Trail Grant

7. Wood agrees to continue providing all previously contracted services in connection with the Bagdad Heritage Trail Grant from the Texas Department of Transportation until the project is completed.

8. Wood acknowledges payment in full for this project through completion.

East Williamson County Park

9. Wood acknowledges payment in full for services in connection with the grants for the East Williamson County Park, with no administration or other services necessary. This agreement supercedes all other contracts between County and Wood with regard to this project.

Other Programs

10. County agrees that Wood need render no further services in connection with the Courthouse Restoration, Jarrell Park and Storm Shelter, or Coupland Wastewater projects.

11. Wood acknowledges payment in full for all these projects.

Retainer Contract

12. The parties mutually agree to cancel the "Agreement for Technical Services" executed on August 16, 1996, between County and Colbert and Associates, which was transferred to Leo Wood and Associates on January 1, 2001. No further performance by Wood or payments by County (whether retainer or finder fee) will be required under that agreement.

General Provisions

13. This agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors, assigns, and personal representatives.

14. This agreement is intended to replace all prior agreements between the parties, and the provisions of this agreement shall control in the event of any conflict.

Williamson/Wood Agreement

3

15. This agreement may be terminated by either side on thirty days written notice, provided however, that Wood will be entitled to payment for any services rendered prior to the notice of termination and County will be entitled to receive a refund for any payment made for services that have not yet been received.

16. This agreement shall be construed under the laws of the State of Texas. Exclusive venue for any legal proceeding in connection with this agreement shall be in Williamson County, Texas.

17. The provisions of this agreement are declared severable, and in the event that any provision should be determined invalid or unenforceable, all other provisions shall remain in full force and effect to the maximum extent practicable.

IN TESTIMONY WHEREOF, the parties to this agreement have hereunto set their hands in duplicate this 16th day of December, 2003.

LEO WOOD AND ASSOCIATES

COUNTY OF WILLIAMSON OF
THE STATE OF TEXAS

By: _____
Leo Wood

By: John C. Daehler 12-16-03
As Authorized by Commissioners Court