

<b>REGULAR AGENDA</b>
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**AGENDA ITEM 20**

Discuss and consider preliminary approval of Teravista, Sec. 29

Joe England addressed the Court.

Moved: **Commissioner Birkman**

Seconded: **Judge Doerfler**

Motion: To grant preliminary approval of Teravista, Sec. 29

Vote: 4 – 0

**AGENDA ITEM 21**

Discuss and consider preliminary plat approval of Estates of Westlake, Phase 3

Joe England addressed the Court.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To grant preliminary plat approval of Estates of Westlake, Phase 3

Vote: 4 – 0

**AGENDA ITEM 22**

Discuss and take appropriate action on Information Technology Services Contract between county and Jason Hill.

Jay Schade addressed the Court regarding web-development and the conversion of the county website.

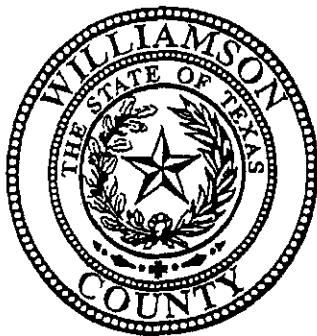
Moved: **Commissioner Birkman**

Seconded: **Judge Doerfler**

Motion: To approve Information Technology Services Contract between county and Jason Hill.

Vote: 4 – 0

< Attachment >



**WILLIAMSON COUNTY  
INFORMATION TECHNOLOGY  
SERVICES**

**405 MLK- SUITE 308 Box 17  
GEORGETOWN, TEXAS 78626**

**Information Technology Services Agreement**

**AGREEMENT**, made May 25, 2004, between Williamson County (hereinafter called the "County") and Jason Hill. (hereinafter called "Developer").

**WHEREAS**, the County desires to retain a Web Developer for various Williamson County Information Technology Services projects (hereinafter called the "Projects"), and

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

**ARTICLE 1**

**General Obligation of Developer**

The Developer shall render, diligently and competently in accordance with the normal standards used in the profession, all software development services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Projects. The enumeration of specific duties and obligations performed by the Developer hereunder shall not be construed to limit the general undertakings of the Developer. The obligations of the Developer hereunder run to and are for the benefit of only the County.

**ARTICLE 2**

**Scope of Project**

**SCOPE.** The scope of the work shall include, but not be limited to:

1. Conversion of County internet website to Oracle Portal.
2. Enhancement of County website.
3. Support and modification of County website.
4. Design and development of County intranet website for internal County use.
5. Verify accuracy of work prior to publishing product on internet/intranet.
6. Verify security of work prior to publishing product on internet/intranet.
7. Work with County departments to define specifications of their specific portions of the County website, both internet and intranet.
8. Other reasonable items as requested by IT Applications Manager.

**WORK SCHEDULE.** Developer shall commence work not later than Monday, June 7, 2004. Work shall be accomplished by Developer during normal working hours (8:00 a.m. to 5:00 p.m., Monday through Friday), unless other arrangements are made with County.

**COMPLETION OF THIS AGREEMENT.** It is expected that Development services will be needed for a period of four (4) months. Accordingly, this agreement will terminate no later than September 30, 2004.

**COMPLIANCE WITH LAWS.** The Developer shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this Agreement.

### **ARTICLE 3**

#### **County Duties**

**INFORMATION.** The County shall provide full information regarding requirements for the Projects. The County shall furnish required information as expeditiously as necessary for the orderly progress of the work and the Developer 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 projects. The County or such authorized Administrator shall render decisions in a timely manner pertaining to documents submitted by the Developer.

**COMPENSATION.** County agrees to pay Developer \$17.50 per hour for services provided, not to exceed 40 hours per week. It is agreed and understood that the Developer's services will not exceed \$12,000.00.

### **ARTICLE 4**

#### **Miscellaneous**

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

**DEVELOPER TERMINATION.** The Developer shall have the right, by giving the County not less than ten (10) days notice in writing, to terminate this agreement if the Developer shall have been prevented by conditions beyond the control and without the fault of the Developer (a) from commencing performance of this Agreement for a period of 90 days from the date of this agreement, or (b) from preceding with the completion of

full performance of any remaining services required of the Developer pursuant to this Agreement for a period of 120 days from the date of last performance by the Developer 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 Developer shall be entitled to receive compensation for services performed hereunder.

Upon completion of the Projects or termination of this Agreement, the Developer shall be obligated forthwith to deliver to the County all Documents and other material including all records pertaining thereto.

**OWNERSHIP OF WORK PRODUCT.** Developer acknowledges that all work product of Developer, and copies thereof, produced by Developer pursuant to this Agreement, shall remain the property of County and the County has the unrestricted right to use any such work product for any purpose whatsoever without the consent of Developer. Developer further acknowledges that Developer's right to utilize the services and work product performed pursuant to this Agreement will continue only so long as Developer is not in default pursuant to the terms and conditions of this Agreement and Developer has performed all obligations under this Agreement.

**USE OF WORK PRODUCT.** Developer agrees not to permit any other person to use work product ("work product") prepared by Developer, unless specifically authorized by County in writing.

Developer further agrees that the work product prepared by Developer may not be altered or reproduced in any way nor used on any other project or for any purpose other than as specifically authorized herein by County. Developer agrees to provide copies of the work product to County.

**COPYRIGHT.** The parties agree that all protections of the United States and Texas copyright laws shall be applicable to the work product to the benefit of County, including common law and statutory law, whether or not such work product actually is so copyrighted, and without regard to whether or not such copyright actually applies to such work product.

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

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

**ENTIRE AGREEMENT.** This Agreement, including Attachments, represents the entire and integrated agreement between the County and Developer 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 Developer.

**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 or Developer.

**HAZARDOUS MATERIALS.** Unless otherwise provided in this Agreement, the Developer and Developer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

**REIMBURSABLE EXPENSES.** Developer will only be entitled to reimbursable expenses that have been authorized by County prior to accruing the expense.

**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 Developer 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.

**QUALIFIED PERSONS.** Persons qualified to perform such duties properly and efficiently shall perform the obligations and duties to be performed by the Developer under this Agreement. The Developer, if County shall so direct, shall replace any person employed by the Developer in connection with the Project.

For the information of the County and the Administrator, the Developer shall, upon request, file with the County and the Administrator, on forms approved by the Administrator, statements of the qualifications, including specific experience of each person assigned to the Projects and the duties assigned to each and certifications of insurance coverage.

**ASSIGNMENT.** The obligations of the Developer under this Agreement shall not be assigned without the approval in writing of the County.

**DELAYS.** Developer is not responsible for delays caused by activities or factors beyond Developer's control, including but not limited to, delays caused by strikes, lockouts, work slowdowns or stoppages, accidents, acts of nature, failure of County to timely furnish information or approve or disapprove Developer's work, or faulty performance by

County or others, including contractors and governmental agencies. County Judge is final decision on disputes.

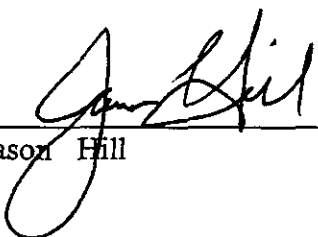
**ATTORNEY'S FEES.** If County or Developer is prevailing party in any legal proceeding brought under or with relation to this Agreement, such party shall be entitled to recover from the non-prevailing party all cost of such proceeding and reasonable attorney's fees.

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

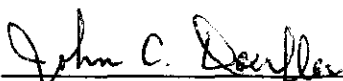
**DISPUTES.** In the event of any dispute related to this agreement, the decision of the Williamson County Judge shall be final and binding on the Developer, subject to any civil remedy or determination otherwise available to the Developer.

**CONFIDENTIALITY** The Developer agrees that confidentiality be maintained at all times and no information be shared or distributed otherwise disseminated without the express permission of the County

**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, Texas.

  
\_\_\_\_\_  
Jason Hill

5.28.2004  
\_\_\_\_\_  
Date

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

6-8-04  
\_\_\_\_\_  
Date

**AGENDA ITEM 23**

Discuss and take appropriate action on road bond program.

Paul Petrich addressed the Court.

**AGENDA ITEM 24**

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

Joe Latteo addressed the Court.

**AGENDA ITEM 25**

Consider approving First Amendment to interlocal agreement for Security Patrols for the Springwoods Municipal Utility Dist.

**Commissioner Birkman** addressed the Court.

Moved: **Commissioner Birkman**

Seconded: **Judge Doerfler**

Motion: To approve First Amendment to interlocal agreement for Security Patrols for the Springwoods Municipal Utility Dist.

Vote: **4 – 0**

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