



May 21,2019

Judge Bill Gravell Jr.
Williamson County Historic Courthouse
County Judge
710 S. Main Street, Ste. 101
Georgetown, TX 78626

Re: Application for OJJDP FY 19 Family Drug Court Program

Dear Judge Gravell:

Thank you for this opportunity to assist Williamson County in its efforts to establish a New Family Drug Courts. Family drug courts serve parents who require treatment for a substance abuse disorder and who are involved with the child welfare system as a result of child abuse, neglect, or other parenting issues. As the county wishes to apply to the Department of Justice Office of Juvenile Justice Delinquency Prevention program for a grant of up to \$650,000 to help develop this program, we submit this letter of agreement to develop/write the application for submission.

This letter shall serve as an agreement between Langford Community Development Services ("Consultant"), 2901 CR 175, Leander, Texas 78641 and Williamson County ("County"), 710 S. Main Street, Suite 101, Georgetown, Texas 78626 for the provision of grant application development assistance in connection with available grant opportunities for the County. The Consultant will perform its services as described in the Scope of Work attached as Attachment A .

The County agrees to pay the Consultant a not-to-exceed fee of \$5,000.00 for the satisfactory performance of basic services in accordance with the provisions of Attachment A. Reimbursable expenses, including such things as expenses for reproduction of documents, auto travel mileage, lodging, delivery charges, long distance communications and freight are included in the Consultant's basic services compensation. The County is under no obligation to compensate the Consultant for

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additional services performed without the County's prior approval. Compensation for additional services approved by the County will be computed at the hourly rates for additional services as specified in Attachment A. In no event will this Agreement be increased to an amount in excess of \$25,000.00 without prior approval by Commissioner's Court.

The County will pay the Consultant monthly following the County's receipt and approval of the Consultant's itemized invoices showing direct and indirect labor costs, expenses for materials and supplies and any other reimbursable expenses. The amounts of these invoices will be based upon the extent of work completed by the Consultant in accordance with Attachment A, plus reimbursable expenses at cost, and additional services (if any), less any disputed amounts, pending resolution thereof.

Please indicate your acceptance of this agreement by counter-signing the agreement, retaining one executed copy for your files and returning one fully executed original to Judy Langford, Grants Administrator, at the address below.

Williamson County

Langford Community Management Services

By: _____

By:  _____

Name: _____

Name: Judy Langford

Title: _____

Title: President

(Date)

5/21/2019

(Date)

**Attachment A
Scope of Work**

Langford Community Development Services

I. SCOPE OF SERVICES

The Consultant will perform grant application development assistance for Williamson County as follows:

- a) Research, identify, and prioritize prospective government and foundation grant sources to help fund County projects;
- b) Assemble prospect data into a simple grant strategy/matrix or detailed Funding Resource Guide;
- c) Consult with County staff to facilitate the design and development of programs and projects that meet both community needs and funder guidelines/priorities
- d) Conduct supplemental online research to guide and support the development of grant applications;
- e) Write and edit grant applications in coordination with the County's selected point of contact;
- f) Coordinate with appropriate County staff to proofread and confirm the accuracy the content of grant applications prior to submission; and
- g) Coordinate with the County's staff to ensure that grant applications are submitted by or before the posted deadline.

II. COUNTY RESPONSIBILTIES

The County will provide full information to the Consultant regarding the County's requirements for the Consultant's services under this Agreement. The County will reasonably furnish the Consultant with copies of data and information in the County's possession needed by the Consultant at the Consultant's request.

III. ADDITIONAL SERVICES

The County may direct the Consultant to perform services outside of the scope of the Basic Services described in Section I above. The Consultant will submit a written estimate of fees to the County and obtain the County's authorization before initiating any additional services.

IV. BASIS OF COMPENSATION

The County will pay the Consultant a not to exceed fee of \$5,000.00 over the term of this Agreement for the Consultant's satisfactory performance of services. The Consultant will bill the County for any agreed services at additional services at \$100.00 per hour plus reimbursable expenses at cost.

V. SERVICES

Consultant shall provide services as an *independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court, including the Williamson County Vendor Reimbursement Policy, as amended. Consultant expressly acknowledges that it is not an employee of The County.

VI. NO WAIVER OF SOVEREIGN IMMUNITY OR POWERS

Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

VII. TERMINATION FOR CONVENIENCE

This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

VIII. TEXAS PROMPT PAYMENT ACT COMPLIANCE

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IX. MEDIATION

The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

X. VENUE AND GOVERNING LAW

Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

XI. RIGHT TO AUDIT

Consultant agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Consultant which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant agrees that The County shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Consultant reasonable advance notice of intended audits.