

**Commissioners Court -February 17, 2009  
NOTICE OF A MEETING OF THE  
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **17<sup>TH</sup> day of February, 2009**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

**INVOCATION: ??**

**PLEDGE OF ALLEGIANCE - Pledge of Allegiance to the American Flag & Pledge of Allegiance to the Texas Flag  
CALL TO ORDER /ROLL CALL**

**PRESENTATIONS & PROCLAMATIONS**

1	1-2	Adopt a proclamation declaring the week of February 23 <sup>rd</sup> to March 2 <sup>nd</sup> , 2009 as Severe Weather Awareness Week. <b>SUMTER</b>
2	3	Health Department presentation to the court by Priscilla Hargraves. <b>SUMTER</b>

**PUBLIC COMMENTS**

At this time **3-MINUTE** comments will be taken from the audience on Non-Agenda related topics. To address the Court, please submit a Public Participation/ Witness Form to the County Clerk. **Please Complete the Public Participation/ Witness Form in its Entirety.**  
**NO ACTION MAY BE TAKEN BY THE COURT DURING PUBLIC COMMENTS.**

**CONSENT ITEMS**

The following may be acted upon in one motion. A Commissioner, the County Judge, or a Citizen  
May request items be pulled for separate discussion and/or action

3	4	Approve payments of county invoices. <b>HERZOG</b>
4	5-9	Approve Commissioner Court Minutes of February 10, 2009. <b>SUMTER/FRITSCH</b>
5	10-14	Approve specifications for RFQ #2009-P07 "Historic Preservation Architect for Restoration of the Old Hays County Jail" and authorize Purchasing to solicit for proposal and advertise. <b>SUMTER/HERZOG/MAIORKA/JOHNSON</b>
6	15-18	Approve the purchase of two radar speed signs for the Road & Bridge Dept. from Radarsign in the amount of \$7,874. <b>CONLEY/BORCHERDING</b>
7	19-20	Accept a \$500 donation from the Wimberley Lion's Club to the Sheriff's office for the Crime Prevention Program and amend the budget accordingly. <b>SUMTER/RATLIFF</b>
8	21	Approve Out of State Travel for the Sheriff's Office. <b>SUMTER/RATLIFF</b>

**ACTION ITEMS**

**ROADS**

9	22-24	Discussion and possible action for the release of the maintenance bond and accept for the maintenance all road and drainage improvements within County ROW for Silverado subdivision, section 3. <b>FORD/BORCHERDING</b>
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**MISCELLANEOUS**

10	25-27	Discussion and possible action to appoint Gina A. Terrell to the Child Protective Service Board. <b>SUMTER</b>
11	28-30	Discussion and possible action to accept recommendations of CPAT as expressed in the 2/9/09 letter to Court from CPAT Executive Committee. <b>FORD/HAUFF</b>
12	31	Discussion and possible action to support the 3 <sup>rd</sup> Annual Aquarena Earth Day Celebration by donating \$500.00. <b>SUMTER/WATER</b>
13	32-33	Discussion and possible action to authorize Constable Mancillas' to purchase a GPS Navigation System and amend the budget accordingly. <b>BARTON/MANCILLAS</b>
14	34-35	Discussion and possible action to authorize hiring a temporary employee to scan and shred documents in the Pct. 4 JP office. <b>FORD/KYLE</b>
15	36-62	Discussion and possible action to award a contract to "New World Systems" for financial accounting software and authorize the County Judge to sign the contract. <b>SUMTER/HERZOG</b>

16	63	Discussion and possible action to form a committee to review and recommend a Utility Relocation agent(s) for the road bond projects. <b>See summary in 2/3/09 Agenda Packet. SUMTER</b>
17	64	Update of Hays County Strategic Policy Plan and State of Texas, Office of Comptroller, Local Government Management Assessment and Risk Assessment. <b>SUMTER</b>

#### **WORKSHOP**

18	65	<b>2pm</b> - Expert panel discussion on the role groundwater availability should play in the determination of lot sizing in the new development regulations, as well as the Classification of Groundwater Systems (Ch. 715, 1.04). Possible action to follow discussion. <b>FORD</b>
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#### **EXECUTIVE SESSIONS**

The Commissioners Court will announce it will go into Executive Session, if necessary, pursuant to Chapter 551 of the Texas Government Code, to receive advice from Legal Counsel to discuss matters of land acquisition, litigation, and personnel matters as specifically listed on this agenda. The Commissioners' Court may also announce it will go into Executive Session, if necessary, to receive advice from Legal Counsel regarding any other item on this agenda.

#### **ADJOURNMENT**

Posted by 5:00 o'clock P.M. on the 13<sup>TH</sup> day of February, 2009.

**COMMISSIONERS COURT, HAYS COUNTY, TEXAS**

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**CLERK OF THE COURT**

Hays County encourages compliance with the Americans with Disabilities Act (ADA) in the conduct of all public meetings. To that end, persons with disabilities who plan to attend this meeting and who may need auxiliary aids such as an interpreter for a person who is hearing impaired are requested to contact the Hays County Judge's Office at (512) 393-2205 as soon as the meeting is posted (72 hours before the meeting) or as soon as practical so that appropriate arrangements can be made. While it would be helpful to receive as much advance notice as possible, Hays County will make every reasonable effort to accommodate any valid request regardless of when it is received. Braille is not available.

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Adopt a proclamation declaring the week of February 23<sup>rd</sup> to March 2<sup>nd</sup>, 2009 as Severe Weather Awareness Week.**

**CHECK ONE:**      ☐ **CONSENT**      ☐ **ACTION**      ☐ **EXECUTIVE SESSION**  
☐ **WORKSHOP**      ☐ **PROCLAMATION**      ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: February 17, 2009**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY: SUMTER**

**SUMMARY: See attached**

**111 E. San Antonio Street  
San Marcos, Texas 78666**



**San Marcos, Texas 78666**

**PROCLAMATION**

**WHEREAS, Severe Weather Awareness Week is February 23rd – March 2nd, 2009 and**

**WHEREAS, Each year brings the potential for violent weather to Texas, and**

**WHEREAS, Large portions of our state including Hays County, can be devastated by flooding, tornadoes, hail, windstorms and other emergencies, and**

**WHEREAS, The Governor's Division of Emergency Management, the National Weather Service and the Federal Emergency Management Agency (FEMA) have joined together in urging all citizens to prepare for severe weather events and to educate themselves on safety strategies, and**

**WHEREAS, Governor Rick Perry has declared the week of February 2nd – March 2nd, 2009, as Severe Weather Awareness Week in Texas, now therefore**

**BE IT RESOLVED, that Hays County Commissioners Court urges everyone in our community to learn more about and to participate in severe weather preparedness activities available in Hays County.**

**THEREFORE, in official recognition of this statewide event, the Commissioners Court of Hays County does hereby proclaim February 23rd – March 2nd, 2009 Severe Weather Awareness Week in Hays County.**

\_\_\_\_\_  
**Elizabeth "Liz" Sumter  
County Judge**

\_\_\_\_\_  
**Debbie Gonzales Ingalsbe  
Commissioner Precinct 1**

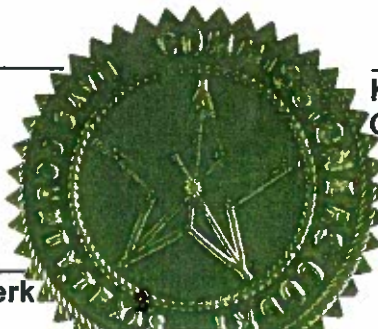
\_\_\_\_\_  
**Jefferson W. Barton  
Commissioner Precinct 2**

\_\_\_\_\_  
**Will Conley  
Commissioner Precinct 3**

\_\_\_\_\_  
**Karen Ford  
Commissioner Precinct 4**

**ATTEST:**

\_\_\_\_\_  
**Linda Fritsche, County Clerk**



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Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Health Department presentation to the court by Priscilla Hargraves.**

**CHECK ONE:**

☐ **CONSENT**

☐ **ACTION**

☐ **EXECUTIVE SESSION**

☐ **WORKSHOP**

☐ **PROCLAMATION**

☒ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: February 17, 2009**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Hargraves**

**SPONSORED BY: SUMTER**

**SUMMARY:**

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

2:00 p.m. Every Wednesday

**Request forms are due in the County Judge's Office**

no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Approve payment of county invoices.**

**CHECK ONE:**    ☒ **CONSENT**    ☐ **ACTION**    ☐ **EXECUTIVE SESSION**  
                  ☐ **WORKSHOP**    ☐ **PROCLAMATION**    ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: 2/17/09**

**AMOUNT REQUIRED: None**

**LINE ITEM NUMBER OF FUNDS REQUIRED: As attached.**

**REQUESTED BY: Auditor's Office**

**SPONSORED BY: Bill Herzog** 

**SUMMARY:**

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

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no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: APPROVE COMMISSIONERS COURT MINUTES OF FEBRUARY 10, 2009**

**CHECK ONE:**     **X CONSENT**     ☐ ACTION     ☐ EXECUTIVE SESSION

☐ WORKSHOP     ☐ PROCLAMATION     ☐ PRESENTATION

**PREFERRED MEETING DATE REQUESTED: FEBRUARY 17, 2009**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: FRITSCHÉ**

**SPONSORED BY: SUMTER**

**SUMMARY:**





STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 10<sup>TH</sup> DAY OF FEBRUARY A.D., 2009, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ELIZABETH "LIZ" SUMTER	COUNTY JUDGE
DEBBIE GONZALES INGALSBE	COMMISSIONER, PCT. 1
JEFFERSON W. BARTON	COMMISSIONER, PCT. 2
WILL CONLEY	COMMISSIONER, PCT. 3
KAREN FORD	COMMISSIONER, PCT. 4
LINDA C. FRITSCHKE	COUNTY CLERK

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Commissioner Barton led the court in a moment of silence and reflection and Commissioner Ford led the court in the Pledge of Allegiance to the flags. Human Resources Director Dee Dee Baen introduced new employees. Judge Sumter spoke of bowling event to benefit Big Brothers Big Sisters. Judge Sumter called the meeting to order.

**25911 SWEARING IN OF SCOTT CARY, JUSTICE OF THE PEACE, PRECINCT 5**

Scott Cary introduced family members and friends that were present. Judge Sumter swore in Scott J. Cary as Justice of the Peace Precinct 5. A motion was made by Judge Sumter, seconded by Commissioner Barton to approve the Bond for Justice of the Peace Pct. 5 Scott J. Cary. All voting "Aye". MOTION PASSED

**25912 AUTHORIZE PURCHASE OF VEHICLE COMPUTER DOCKING EQUIPMENT FOR INFORMATION TECHNOLOGY TO INSTALL IN SHERIFF & CONSTABLES VEHICLES AND AMEND BUDGET ACCORDINGLY [T1-138]**

Jeff McGill, IT Director, spoke of option available at this time that was not available during the budget process. Budget Amendment #09-06 provides funding through budget transfers from the Sheriff and Constables 2-5 into the Information Technology Department budget. [T2-250] Judge Sumter spoke of changes in the budget amendment included in the agenda packet. A motion was made by Judge Sumter, seconded by Commissioner Ingalsbe to authorize purchase of vehicle computer docking equipment for Information Technology to install in Sheriff & Constables vehicles (33 units = \$10,038) and amend budget accordingly. All voting "Aye". MOTION PASSED

**JUVENILE PROBATION DEPARTMENT AND JUVENILE DETENTION CENTER PRESENTATION TO THE COURT BY ED COOPER AND BRET LITTLEJOHN [T1-240]**

Chief Probation Officer Ed Cooper gave a powerpoint presentation regarding the Juvenile Probation Department showing their mission, goals, trends and statistics, types of supervision, 2008 financial information, and programs and services. Bret Littlejohn, Administrator of the Juvenile Detention Center, gave a powerpoint presentation showing organizational chart, physical layout of the facility, services provided: detention, boot camp, juvenile intensive treatment program, sex offender residential treatment, public education provided by the John Wood Jr. Charter School, GED program, medical/dental services, psychological evaluations, psychiatric evaluations, transitional after placement services, faith based services, mentor program, Hays-Caldwell council substance abuse education, and Hays Women's Center counseling. He spoke of 63 signed contracts with other agencies, requests for placement, population figures, building repairs, and need for a new building (7 offices and 1 classroom).

**DISCUSSION REGARDING THE INSTALLATION OF A GATE AT THE END OF SANDY POINT ROAD, IN PRECINCT 3 [T1-755]**

Two property owners at the end of Sandy Point Road have asked permission to install a gate just beyond the point where the paved roadway ends. Edward Pope, President of Burnett Ranch POA, and his attorney Leslie M. Howe made public comment. The county's right of way ends where the pavement ends and a right of way easement extends to a back entrance to a park that is adjacent to the owner's properties. The right of way easement is not a property interest held by the county. Commissioner Conley spoke of dealing with this issue for several years. Special Counsel Mark Kennedy recommends the court take no action except to recognize that the installation of a gate beyond the paved area is not a County issue. He spoke of this originally being a private road easement (Sandy Point Road). Mr. Pope spoke of gate at the end of the unpaved portion of the road and he spoke of flooding.





**PRESENTATION BY KATE JOHNSON OF THE HAYS COUNTY HISTORICAL COMMISSION REGARDING THE CAMINO REAL NATIONAL HISTORIC TRAIL** [T1-1408]

Kate Johnson, Chair of the Hays County Historical Commission, spoke of the Camino Real National Historical Trail. The National Parks Service (NPS) came through and rated the area and Hays County received a rating of number 1 (CR266). She spoke of the San Marcos De Neve site. The NPS officials discovered new evidence of the upper road at a crossing on an unnamed tributary (off Main Street in Buda near Onion Creek). There are actual freight wagon tracks left in limestone rock of the creek. The HCHC will continue to work with the NPS to document the significant sites and road alignment in our county - funding is available for management studies from NPS to develop recreational opportunities along the Camino Real.

**25913 APPOINT THE HAYS COUNTY HISTORICAL COMMISSION THROUGH DECEMBER 31, 2010** [T1-1619]

Proposed membership: Linda Coker, Stephanie Cruz, Jim Cullen, Bonnie Eissler, Robert Flocke, Robert Frizzell, Richard Gachot, Mary Giberson, Helena Goodson-Hauk, Dorothy Gumbert, Betty Harrison, Shelley Henry, Lu Hickey, Kate Johnson, Linda Keese, Richard Kidd, Sarah Ann Lowther, Mary Ann Mattis, Marianne Moore, Clemmie New, Zeke Palacios, LaMarr Petersen, Ofelia Vasquez-Philo, and Gary Rush. A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to appoint the Hays County Historical Commission, as proposed, through December 31, 2010. All voting "Aye". MOTION PASSED

**25914 APPROVE PAYMENTS OF COUNTY INVOICES**

A motion was made by Commissioner Conley, seconded by Commissioner Ford to approve payments of county invoices in the amount of \$ 601,918.80 as submitted by the County Auditor. All voting "Aye". MOTION PASSED

**25915 APPROVE COMMISSIONER COURT MINUTES OF FEBRUARY 3, 2009**

A motion was made by Commissioner Conley, seconded by Commissioner Ford to approve Commissioner Court Minutes of February 3, 2009 as presented by the County Clerk. All voting "Aye". MOTION PASSED

**25916 AUTHORIZE THE COUNTY JUDGE TO APPROVE RESOLUTION AND SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR-CRIMINAL JUSTICE DIVISION FOR UP TO \$10,139 FOR FY 2009-2010**

The Safe and Drug Free Schools & Communities Act grant request will be used to fund the 5<sup>th</sup> year of operation for the Wimberley School Resources Officer. A motion was made by Commissioner Conley, seconded by Commissioner Ford to authorize the County Judge to approve Resolution and submit a Grant Application to the Office of the Governor-Criminal Justice Division for up to \$10,139 for FY 2009-2010. All voting "Aye". MOTION PASSED

**25917 ACCEPT AUDIT OF ESD #6 FOR THE FISCAL ENDED SEPTEMBER 30,2008**

A motion was made by Commissioner Conley, seconded by Commissioner Ford to accept Audit of ESD #6 for the Fiscal ended September 30, 2008. All voting "Aye". MOTION PASSED

**25918 AMEND BUDGETS OF PARK BOND FUNDS**

Budget was amended to reflect allocation of \$10,905,266 in Parks Bonds Series '08. A motion was made by Commissioner Conley, seconded by Commissioner Ford to amend Budgets of Park Bond Funds. All voting "Aye". MOTION PASSED

**25919 ACCEPT THE DELIVERY OF THE INTERNAL EXAMINATION REPORT OF THE DISTRICT ATTORNEY'S OFFICE**

A motion was made by Commissioner Conley, seconded by Commissioner Ford to accept the delivery of the internal examination report of the District Attorney's Office. All voting "Aye". MOTION PASSED



- 25920 APPROVE THE PAYMENT OF \$750 TO ENVIROSOPH TECHNOLOGIES, LP TO SURVEY AN ALTERNATE LOCATION FOR AN EARLY WARNING SYSTEM LIGHT POST ON CR 1492 [T1-1647]**

This early warning system light post is on the east side of the Blanco River on CR1492. In order to provide a safer "turn-around" near the river, the light post would need to be relocated to Shade Road instead. The survey would assess whether or not the new location will communicate with the electronic system. A motion was made by Commissioner Conley, seconded by Commissioner Barton to approve the payment of \$750 to Envirosoph Technologies, LP to survey an alternate location for an Early Warning System light post on CR 1492. All voting "Aye". MOTION PASSED

- 25921 ACCEPT RECOMMENDATION OF EVALUATION COMMITTEE TO SELECT HDR FOR THE PROGRAM MANAGER/ROAD BOND PROGRAM AND AUTHORIZE COMMISSIONER FORD AND COMMISSIONER CONLEY, WITH SUPPORT FROM MARK KENNEDY, TO NEGOTIATE A CONTRACT AND BRING BACK TO COURT FOR APPROVAL [T1-1709]**

A motion was made by Commissioner Conley, seconded by Commissioner Ford to accept recommendation of evaluation committee to select HDR for the Program Manager/Road Bond Program and authorize Commissioner Ford and Commissioner Conley, with support from Mark Kennedy, to negotiate a contract and bring back to court for approval. All voting "Aye". MOTION PASSED

- 25922 CHANGE THE NAME OF TRIMBLE ROAD (CR 132) TO ROBERT S. LIGHT BOULEVARD [T1-1890]**

Commissioner Barton spoke of need to change the road name on CR132. There is only one property owner on this road. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to change the name of Trimble Road (CR 132) to Robert S. Light Boulevard. All voting "Aye". MOTION PASSED

**Clerk's Note: Agenda Item #15 RE: AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITY OF WIMBERLEY, TEXAS FOR THE MAINTENANCE OF ROADWAYS WITHIN WIMBERLEY'S CORPORATE LIMITS was PULLED.**

- 25923 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A LEASE FOR OFFICE SPACE AT 109 EAST HOPKINS, SUITE 200, FOR THE RELOCATION OF THE PRIMARY OFFICE FOR HAYS COUNTY COMMISSIONER, PRECINCT 3**

Parking expense of \$50 per month is not needed. Special Counsel Mark Kennedy spoke of changes to be made (beginning date, 3 one year extensions at option of the county beginning Feb. 1, 2010 with 30 day advance notice, and termination clause for failure to budget in the next fiscal year). A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a lease for office space at 109 East Hopkins, Suite 200, for the relocation of the primary office for Hays County Commissioner Precinct 3, with changes by Special Counsel, and with consideration that when office space is available in the courthouse, Precinct 3 Commissioner will have first option, and furthermore, amend budget accordingly. All voting "Aye". MOTION PASSED

- 25924 APPROVE TEMPLATES AND FORMS OF AGREEMENT TO BE USED BY PRIME STRATEGIES FOR MANAGEMENT OF THE PASS THROUGH TOLL AGREEMENT PROJECTS [T1-2198]**

A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to approve templates and forms of Agreement, as amended by Special Counsel, to be used by Prime Strategies for management of the Pass Through Toll Agreement Projects. All voting "Aye". MOTION PASSED

- 25925 HIRE HNTB TO DO DESIGN WORK ON RR 12 IN PRECINCT. 3 [T1-2399]**

Commissioner Conley gave a brief history of the RR12 project. Discussion was had regarding RFP's. Mike Weaver [Prime Strategies] spoke of previous contract – scope of work has changed. [T1-2590] Special Counsel Mark Kennedy advised that contract/agreement can be amended to change subcontractor being used. Judge Sumter and Commissioner Ford voiced their concerns. A motion was made by Commissioner Conley, seconded by Commissioner Barton to hire HNTB to approve Professional Service Agreement for design work on RR 12 in Precinct 3, Work Authorization No. 1 (right and left turn lanes on RR12 at Hugo Road/CR214), Work Authorization No. 2 (right and left turn lanes at intersection of Wonderland Drive/FM3407 and RR12), Work Authorization No. 3 (realignment of RR12 and RM32), and Work Authorization No. 4 (replacement and realignment of the vertical profile at the Sink Creek Bridge on RR12). Commissioner Ingalsbe, Commissioner Barton, Commissioner Conley, and Judge Sumter voting "Aye". Commissioner Ford voting "No". MOTION PASSED



FEBRUARY 10, 2009

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Court convened into closed executive session at 1:45 p.m. and reconvened into open meeting at 3:30 p.m.

**25926 EXECUTIVE SESSION PURSUANT TO SECTION 551.074, TEXAS GOVERNMENT CODE TO INTERVIEW, EVALUATE AND DELIBERATE THE APPOINTMENT OF THE PERSONAL HEALTH DIRECTOR POSITION**

A motion was made by Commissioner Ingalsbe seconded by Judge Sumter to appoint Priscilla Hargraves as the Personal Health Director effective this date February 10, 2009. All voting "Aye". MOTION PASSED

**25927 EXECUTIVE SESSION PURSUANT TO SECTION 551.072 OF THE TEXAS GOVERNMENT CODE TO CONSIDER LITIGATION CONCERNING PROPERTY FOR RIGHT OF WAY AND OR RIGHT OF ENTRY ON FM 1626 BETWEEN THE INTERSECTION OF FM 2770 AND THE MUSTANG BRANCH OF ONION CREEK**

Commissioner Barton noted that this item could fall under Section 551.071 as well. A motion was made by Commissioner Barton seconded by Judge Sumter to authorize County staff and our contract counsel Duvall, Gruning & Dietz to work with Precinct 2 Commissioner to begin condemnation/right of entry into the property owned by the Nethers Brother Partnership and/or related partnerships on FM 1626 and authorize Special Counsel, as well as outside counsel, to pursue litigation if it becomes necessary for right-of-way on the same properties. All voting "Aye". MOTION PASSED

**25928 EXECUTIVE SESSION PURSUANT TO SECTION 551.072 OF THE TEXAS GOVERNMENT CODE REGARDING THE POSSIBLE ACQUISITION OF PROPERTY IN AND AROUND THE JACOB'S WELL ACRES SUBDIVISION**

A motion was made by Commissioner Conley seconded by Commissioner Ford to allow counsel to negotiate and contract with Graham and Associates for up to \$4,000 to go towards appraisals associated with the River Rock Development, also known as Jacob's Well Acres, and take funding from the LCRA line item. All voting "Aye". MOTION PASSED

**EXECUTIVE SESSION PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE, CONSULTATION WITH COUNSEL REGARDING LITIGATION AND/OR CONTEMPLATED LITIGATION RELATED TO INTERLOCAL AGREEMENTS FOR THE REGULATION OF SUBDIVISIONS IN EXTRA-TERRITORIAL JURISDICTIONS LOCATED IN HAYS COUNTY**

No discussion and no action take in open court..

Court was adjourned.

I, LINDA C. FRITSCHKE, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on FEBRUARY 10, 2009.



LINDA C. FRITSCHKE, COUNTY CLERK AND EXOFFICIO  
CLERK OF THE COMMISSIONERS' COURT OF  
HAYS COUNTY, TEXAS

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

No later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Approve specifications for RFQ #2009-P07 "Historic Preservation Architect for Restoration of the Old Hays County Jail" and authorize Purchasing to solicit for proposal and advertise.**

**CHECK ONE:**      ☒ **CONSENT**      ☐ **ACTION**      ☐ **EXECUTIVE SESSION**  
                         ☐ **WORKSHOP**      ☐ **PROCLAMATION**      ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: February 17 , 2009**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Herzog/Maiorka/Johnson**

**SPONSORED BY:**

**SUMMARY: See attached specifications**

**REQUEST FOR QUALIFICATIONS  
HISTORIC PRESERVATION ARCHITECT FOR RESTORATION OF THE OLD HAYS  
COUNTY JAIL  
RFQ #2009-P07**

**HAYS COUNTY, TEXAS**

Hays County will be accepting sealed proposals to retain professional historic preservation architectural services for the restoration of the Old Hays County Jail, located in San Marcos, Texas.

The Old Hays County Jail, constructed in 1884, is listed in the National Register of Historic places and is also a State Archeological Landmark. It will be necessary to comply with all local, state and federal laws, and the architect's plan for the restoration are expected to comply with the *Secretary of the Interior's Standards for Rehabilitation*.

Firms and Individuals interested in being considered for this project should submit a Statement of Qualifications in compliance with the enclosed instructions. The successful firm/individual will be asked to enter into a contract with Hays County to provide architectural services. All firms must have requisite experience and training in historic preservation and must be able to meet the qualifications stipulated in the *Secretary of the Interior's Standards for Historic Architects*.

**Project Description**

The Old Hays County Jail is located at 170 Fredericksburg Street, approximately one and a half blocks southwest of the Hays County Courthouse. The property has fallen into disrepair and its condition has gradually grown worse through the years. The Old Hays County Jail was designed by Edward Northcraft. He constructed an Italianate 19<sup>th</sup> century building to house prisoners for more than half a century. It closed in 1936.

The building is located within a locally designed historic district, the Dunbar Historic District, listed for its association with the historic African-American community. The larger community of San Marcos has plans to revitalize the area by expanding the economic base with the introduction of several museums. The Calaboose African-American Museum, established in the early 1990s and located adjacent to the Old Hays County Jail, has successfully operated for some years. The restoration of the Cephas House is a current project of the City of San Marcos. Annual concerts in the Dunbar Park celebrate the music of jazz musician Eddie Durham, a former resident of San Marcos.



## **Scope of Work**

Hays County is seeking services of an historic preservation architect to assist the County in preparing a new program for the use of the building and preparing plans, both schematics and final construction documents, for the restoration of the building.

Limited funding for the project is currently available and the restoration project will probably be phased. The Hays County Commissioners Court has demonstrated a strong commitment for this project. Hays County maintains its own independent grants department and the proposer will not be expected to perform any work relating to fundraising or grant writing beyond supplying necessary information that would be a result of their normal course of work.

The building is located within a locally designated historic district, the Dunbar Historic District, which is administered by the City of San Marcos' Historic Preservation Commission. Although the County is not subject to municipal ordinances, Hays County prefers in this particular case to subject the project to a review by the San Marcos Historic Preservation Commission. In addition, it is designed a State Archeological Landmark which will require the approval of all plans by the Texas Historical Commission. The building is also listed in the National Register of Historic Places.

A building committee, composed of members of the Hays County Historical Commission, a representative of Preservation Associates, Inc. (a county-wide preservation organization), will oversee the selection of the architect and the overall project.

## **Selection Criteria**

Proposals shall be evaluated on the following basis:

- Demonstrated successful experience in providing architectural services in the restoration of historic buildings in Texas
- Demonstrated ability and qualifications to address the major issues relative to this particular project
- Experience with historic preservation projects, programming, and preservation planning
- Accomplishments of the key project personnel and distinguished project recognition of the proposing firm
- Ability to undertake and complete quality projects on time and within budget. Consideration will include staff capabilities and organization, past projects, and current or anticipated volume of work under this contract.
- References

A building committee, composed of members of the Hays County Historical Commission, a representative of preservation Associates, Inc. (a county-wide preservation organization), and a representative of the Hays County Commissioners Court, will make a final recommendation on the selection of the architect. The final decision on the selection of the architect will rest with the Hays County Commissioners Court.

After evaluation of the Statements of Qualifications received in response to this RFQ, the building committee may conduct interviews with one or more proposers. At that time, proposers may elaborate on their qualifications, experience, project approach, and staff expertise. Hays County expects all key personnel proposed for the project to be present at the interview.

Hays County reserves the right to complete the selection process without proceeding to an interview process and may choose to select an architect based on the information supplied in the Statement of Qualifications. Hays County reserves the right to select the proposer whose qualifications, in the County's sole judgment, best meet the needs of the County. Hays County reserves the right to reject any and all applications. The award of the contract is subject to approval of the Commissioners Court.

Negotiations on a contract will be conducted only after final selection. If a contract satisfactory to Hays County can be negotiated, an award shall be made to that proposer. Otherwise, negotiations with the proposer shall be formally terminated and the County will move to the next proposer.

Hays County is an Equal Opportunity Employer.

#### **Contact**

Requests for additional information regarding this RFQ should be addressed to:

Cindy Maiorka CPPB  
Purchasing Manager  
111 E. San Antonio Street Suite 101  
San Marcos, Texas 78666  
512-393-2273 (office)  
512-393-2276 (fax)  
[cindym@co.hays.tx.us](mailto:cindym@co.hays.tx.us)



## **Submission Details**

Proposals must be submitted in a sealed envelope, addressed to Hays County Purchasing Office, Attn: Cindy Maiorka, 111 E. San Antonio St., Ste 101, San Marcos, Texas 78666. **Proposals must be delivered no later than 2:00 p.m., March 12, 2009.**

**Please submit five (5) copies, one (1) original (marked as such) and four (4) copies, plus a copy of the proposal on CD.**

## **Format**

The proposal is limited to twelve (12) pages, double sided, including names, addresses, telephone numbers, fax numbers, and e-mail addresses for the prime provider and any sub-providers if proposed for the team and their responsibilities by work category; the prime provider's proposed project manager(s) and key personnel proposed; overview of the firm's specific experience on comparable projects (limit of five (5) and minimum of three (3) references from similar projects including any experience with Hays County in the past five (5) years.

References should include:

- Name of agency/firm, contact person, phone number and e-mail address
- Year the service was provided
- Type of project and scope of services provided

***Subdivision/Road/Staff Review Agenda Item Request Form***

**Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:** Discussion and possible action to approve the purchase of two radar speed signs for the Road & Bridge Dept. from Radarsign in the amount of \$7,874 and to amend the budget accordingly by moving funds from 03-438-5448 to 03-438-5719.

**CIRCLE ONE ACTION ITEM**

**Subdivision**

**Road**

**Staff Recommendation**

**PREFERRED MEETING DATE REQUESTED:** February 17, 2009

**AMOUNT REQUIRED:** \$7,874

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 03-438-5719

**REQUESTED BY:** Jerry Borcharding

**SPONSORED BY:** Commissioner Conley

**SUMMARY:**

These signs will have the capability to display and record vehicle speeds. They are mobile units that can be transported throughout the county and they can export data for traffic studies. The displayed speed starts flashing when approaching vehicle exceeds posted speed limit. Radarsign provided the lowest bid out of two vendors. The previous vendor awarded for radar signs was bought out by another company and had not confirmed a date for delivery for the past 3 months and could not confirm a delivery date within the next 4 weeks. Thus, the Road Dept. cancelled the order.

**STAFF REVIEW/COMMENTS**

**ENVIRONMENTAL HEALTH DIRECTOR:**

**ROAD DIRECTOR:**

**STAFF RECOMMENDATIONS:**

# All Traffic Solutions

a division of Intuitive Control Systems, LLC  
PO Box 10085  
State College, PA 16805  
Phone: 814-237-9006  
Fax: 814-237-9006

Tax ID: 25-1887908

## BILL TO:

Hays County  
2171 Yarrington Road  
San Marcos, TX 78666

Attn: Tim Vande Vorde

## QUOTE INFORMATION

QUOTE No:	DATE:	PAGE No:
52839	02/05/2009	1 of 1

ATTENTION:	SALES REP:
Tim Vande Vorde	John Painter

## SHIP TO:

Hays County  
2171 Yarrington Road  
San Marcos, TX 78666

CUSTOMER:	PAYMENT TERMS:	CONTACT:		
198019	Net 30 Days	Phone: 512-738-0747	Fax: 512-393-7393	
ITEM NO:	DESCRIPTION:	QTY	PRICE EACH	EXT PRICE
4000563	Bundle; Shield 12PDS, PDA, xtra brkt, 10Ah bat, chrg, case	1	5,745.00	5,745.00

Thank you for contacting All Traffic Solutions. Please contact John Painter directly at (814) 404-5976 or email [jpainter@alltrafficsolutions.com](mailto:jpainter@alltrafficsolutions.com)

SALE AMOUNT:	5,745.00
SHIPPING:	50.00
<b>TOTAL:</b>	<b>5,795.00</b>

Duration: This quote is good for 120 days from date of issue.

Shipping Notes: Unless shipping charges are specifically indicated, prices are FOB factory. Shipping charges may apply

Taxes: Taxes are not included in quote. Please provide a tax exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Extended warranties may be available at time of purchase.

# All Traffic Solutions

a division of Intuitive Control Systems, LLC  
PO Box 10085  
State College, PA 16805  
Phone: 814-237-9005  
Fax: 814-237-9006

Tax ID: 26-1887906

## QUOTE

QUOTE NO.	DATE	PAGE NO.
52838	02/05/2009	1 of 1

ATTENTION	SALES REP.
Tim Vande Vorde	John Painter

BILL TO	SHIP TO
---------	---------

Hays County  
2171 Yarrington Road  
San Marcos, TX 78666

Hays County  
2171 Yarrington Road  
San Marcos, TX 78666

Attn: Tim Vande Vorde

CUSTOMER	PAYMENT TERMS	CONTACT
198019	Net 30 Days	Phone: 512-738-0747 Fax: 512-393-7393

ITEM NO.	DESCRIPTION	QTY.	PRICE	EXT. PRICE
4000330	SPEEDsentry bundle with 12" diglts. Includes powerful data analysis software, violator strobe, additional mounting bracket.	1	3,980.00	3,980.00

Thank you for contacting All Traffic Solutions. Please contact John Painter directly at (814) 404-5976 or email [jpainter@alltrafficsolutions.com](mailto:jpainter@alltrafficsolutions.com)

SALE AMOUNT:	3,980.00
SHIPPING:	75.00
<b>TOTAL:</b>	<b>4,055.00</b>

Duration: This quote is good for 120 days from date of issue.

Shipping Notes: Unless shipping charges are specifically indicated, prices are FOB factory. Shipping charges may apply.  
Taxes: Taxes are not included in quote. Please provide a tax exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Extended warranties may be available at time of purchase.



6845 Shiloh Road East  
Suite D11  
Alpharetta, GA 30005

Charlie Robeson  
678-520-5152  
678-278-1256

## Quotation

DATE  
2/6/2009

### PROPOSED TO:

Hays County  
2171 Yarrington Road  
San Marcos TX 78667  
512-393-7390  
Tim Vande Vorde

### SHIP TO:

account  
address  
city,st,zip  
phone  
email:  
Hays County  
2171 Yarrington Road  
San Marcos TX 78667  
512-393-7390  
Tim Vande Vorde

### EMAIL:

PO/INUMBER	TERMS	SHIP	VIA	FOB	
	Net 30	Yes	FedEx GROUND	Destination	
LINE#	QTY	PART#	DESCRIPTION	PRICE EACH	TOTALS
1	2	TC-500B	Battery Powered Driver Feedback Sign	\$3,150.00	\$6,300.00
			12" LED display - superbright amber with est. 100,000 hour life	Included	
			Two 12V 18 amp hour AGM batteries	Included	
			AC Adapter/Charger	Included	
			Locking pole mount bracket set (male & female)	Included	
			24" w x 21" h YOUR SPEED faceplate	Included	
			Bashplate™ (provides the ultimate in vandal protection of sign)	Included	
			BLUETOOTH wireless operation via your laptop PC	Included	
2	2	WYR1	One year warranty (includes parts & labor)	Included	
			Turnaround time to repair after receipt, 8 business days		
3	2	SSS	StreetSmart™ Data Collection software (per sign)	\$295.00	\$590.00
			Provides weekly, daily, hourly, and 1/2 hour data on # of vehicles, # of speeders, average speeds, peak speeds, 50th & 85th %ile		
4	2	GSB	Ground shipping & packaging for TC-500B	\$125.00	\$250.00
5	2	MPS	Mobile Pole Stand (includes 8' aluminum pole)	\$485.00	\$970.00
6	2	GSMP	Ground Shipping for Mobile Pole Stand	\$40.00	\$40.00
Incentive for purchase prior to March 31, 2009					(\$276.00)
Quoted valid for 45 days. Pricing does not include taxes and shipping.				TOTAL	\$7,874.00

Authorized Signature

Print Name/Title

Date

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

**9:00 a.m. Every Tuesday**

**Request forms are due in the County Judge's Office**

**no later than 2:00 p.m. on WEDNESDAY.**

**Phone (512) 393-2205 Fax (512) 393-2282**

**AGENDA ITEM: Discussion and possible action to accept a \$ 500 donation from the Wimberley Lion's Club to the Sheriff's office for the Crime Prevention Program and amend the budget accordingly.**

**CHECK ONE:**      ☒ **X CONSENT**      ☐ **ACTION**      ☐ **EXECUTIVE SESSION**  
☐ **WORKSHOP**      ☐ **PROCLAMATION**      ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: February 17, 2009**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Tommy Ratliff, Sheriff**

**SPONSORED BY: Sumter**

**SUMMARY: Amend the budget to reflect the donation and increase the line item 28-467-5222.**

**Bill Herzog**





*County of Hays*  
**OFFICE OF THE SHERIFF**

---

*Tommy Ratliff, Sheriff*

**MEMORANDUM**

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TO: Bill Herzog, County Auditor  
FROM: Sherman Brodbeck, Chief Deputy *[Signature]*  
DATE: February 04, 2009  
RE: Donated Funds

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Enclosed is a donated check from the Wimberley Lion's Club for the Crime Prevention Division; we would like to deposit the donated check into the Crime Prevention/Donated Funds line item 28-467-5222. If you should have any questions or concerns please contact me at ext. 7825.



## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m. on WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Approve Out of State Travel for the Sheriff's Office.**

**CHECK ONE:**      ☒ **CONSENT**      ☐ **ACTION**      ☐ **EXECUTIVE SESSION**  
☐ **WORKSHOP**      ☐ **PROCLAMATION**      ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: February 17, 2009**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Ratliff**

**SPONSORED BY: SUMTER**

**SUMMARY: The National Fusion Center Conference is being held in Kansas City MO on March 10-12, 2009. Lt. William Casteel is the Hays County Sheriff's Office Representative for the Central Texas Information Center Working Group Committee. This Groups airfare and lodging is being funded by a grant. Per Diem provided by Hays County would be refunded once returning from Kansas City. This training and networking opportunity with functioning Fusion Centers will better ensure the success of their joint venture. Representatives from Travis County Sheriff's Office, Austin Police Department, Williamson County Sheriff's Office, Round Rock Police Department and the University of Texas Police Department will be attending.**

***Subdivision/Road/Staff Review Agenda Item Request Form***

**Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:** Discussion and possible action for the release of the maintenance bond and accept for maintenance all road and drainage improvements within County ROW for Silverado subdivision, section 3.

<b>CIRCLE ONE ACTION ITEM</b>	<b>Subdivision</b>	<b>Road</b>	<b>Staff Recommendation</b>
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**PREFERRED MEETING DATE REQUESTED:** February 17, 2009

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Jerry Borcharding

**SPONSORED BY:** Commissioner Ford

**SUMMARY:**

The maintenance bond for Silverado subdivision, section 3 expires February 20, 2009. The Road Department has inspected and recommends its acceptance for maintenance.

**STAFF REVIEW/COMMENTS**

**ENVIRONMENTAL HEALTH DIRECTOR:**

**ROAD DIRECTOR:**

**STAFF RECOMMENDATIONS:**



**OFFICE OF THE COUNTY ENGINEER**  
**Jerry Borcharding, P.E.**  
**P. O. Box 906 San Marcos, Texas 78667**  
**(512) 393-7385 Fax (512) 393-7393**

---

2/11/09

Honorable Liz Sumter  
111 E. San Antonio Street  
San Marcos, Texas 78666

RE: Silverado Estates Section 2

Dear Commissioners and Judge:

Henly International L.L.C., Owner, is requesting that Hays County release the maintenance bond and accept the maintenance of roads in Silverado Estates Section 2. I have reviewed the file on this subdivision and find that all the requirements have been met per Hays County Subdivision Regulations. Erin Banks P.E. has submitted a concurrence letter and as-built plans as required by Hays County.

I recommend that the maintenance bond be released and that the roads be accepted into County maintenance.

Respectfully,

Jerry Borcharding, P.E.  
Road Engineer Superintendent  
Hays County Road & Bridge Department

## **HAYS COUNTY ROAD DEPARTMENT**

P.O. BOX 906  
San Marcos, TX 78667



512/393-7385  
512/738-2555  
FAX: 512/393-7391

### **SILVERADO ESTATES SECTION II PUNCHLIST**

**January 22, 2007**

**Beauchamp Rd.**

- Seal cracks
- Remove all rocks 6" and larger from right-of-way

**Sincerely,**

A handwritten signature in black ink, appearing to read "Todd Spencer", is written over a horizontal line. The signature is stylized with a large, looping initial "T".

**Todd Spencer**  
**Inspector**  
**Hays County Road Department**

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Discussion and possible action to appoint Gina A. Terrell to the Child Protective Service Board.**

**CHECK ONE:**      ☐ CONSENT      ☒ ACTION      ☐ EXECUTIVE SESSION  
                         ☐ WORKSHOP      ☐ PROCLAMATION      ☐ PRESENTATION

**PREFERRED MEETING DATE REQUESTED: February 17, 2009**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY: SUMTER**

**SUMMARY: See attached resume**

# Gina A. Terrell

---

## **Education**

**1986**

**University of Houston**

**C.A.D.A.C.**

**1992**

**L.C.D.C.**

**1/2002**

**Clinical Training in Motivational Interviewing, University of New Mexico**

## **Career History**

**9/2004 to Present      22<sup>nd</sup>, 207<sup>th</sup>, and 421<sup>st</sup> Judicial Districts**

**District Resource Center**

**Day Treatment Program, San Marcos, TX**

**Chemical Dependency Counselor**

Conduct all aspects of the Day Treatment Program including Didactic and Process Groups, Individual Counseling, Treatment and Discharge Planning, Assessment and Referral.

**DWI Education Instructor**

Conduct offender education for persons convicted of driving while intoxicated.

**12/2002 to 8/2005      Austin Recovery Center**

**Men's Ranch, Creedmoor, TX**

**COPSD Specialist**

Provide counseling and case management at a men's residential treatment center. Duties include clinical supervision of counselor interns, assessments and coordinate interventions, interagency and in the community for a caseload of up to twenty clients with co-occurring psychiatric and substance disorders.

**08/2001 to 12/2002      Hays Caldwell Council on Alcohol and Drug Abuse, San Marcos, TX**

**Genesis Program**

Provide counseling services in a supportive out-patient environment for adolescent children ages 14-18 and their families. Implement all aspect of treatment from admission to discharge. Counseling strategies focus on bolstering resiliency and creating intrinsic motivation through motivational interviewing and counseling skills.

**Gina A Terrell**

**8/2000 to 8/2001      American YouthWorks, Austin, TX**

**Substance Abuse Counselor**

Provide counseling services in a charter high school and AmeriCorps center for at risk youth ages 16-25. In addition to individual substance abuse counseling at the school, my duties included life skills training for AmeriCorps participants, parenting classes and smoking cessation support groups.

**3/1991 to 6/2003      Counselor in Private Practice, Austin, TX**

Individual and group counseling for men and women with a focus on chemical dependency; second and third stage recovery issues, aftercare, sexual addiction, intimacy and family issues. Contract work with Cocoon, Austin Recovery Center, Hays Caldwell Council on Alcohol and Drug Abuse and Chrysalis Groups in addition to private practice.

**5/1989 to 3/1991      C.P.C. Capital Hospital, Austin TX**

**Counselor Coordinator, Codependency Unit**

Worked with Dr. Robert Dobyns, M.D. design and implement program protocol. As staffing coordinator, plan, implement and execute treatment for long term individual change. Duties include case management, didactic and therapeutic counseling, evaluation of program needs and discharge planning utilizing community services. Served as liaison with counselors and Doctors who were unable to attend regular staffing. Supervise counselor interns. Coordinate counselor schedules and facilitate regular staffing with the treatment team.

**9/1988 to 5/1989      Harris County Psychiatric Center, Houston, TX**

**Chemical Dependency Counselor**

Provide individual, group and family counseling in a 19 bed cocaine dependence research unit in a treatment and teaching facility to determine the most effective treatment for cocaine addicts. Treatment focus on team counseling and treatment team approach.

**6/1984 to 9/1988 Orchard Creek Hospital, Richmond, TX**

**Counselor Intern**

Psychiatric and Substance Abuse direct care. Duties include close observation, clerical work, didactic and life skills groups and documentation. Active participation in client staffing. Internship under Licensed Clinical Practitioners and Certified Alcohol and Drug Abuse Counselors.

**Continuing Education to 1986 to present;  
Approximately 720 hours**



## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:** Discussion and possible action to accept recommendations of CPAT as expressed in the 2/9/09 letter to Court from CPAT Executive Committee.

**TYPE OF ITEM:** CONSENT-ACTION-PROCLAMATION-EXECUTIVE SESSION-WORKSHOP

**PREFERRED MEETING DATE REQUESTED:** February 17, 2009

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Hauff

**SPONSORED BY:** Ford

**SUMMARY:** see attached letter, which all court members should have received on 2/10/09.

February 9, 2009

The Honorable Elizabeth 'Liz' Sumter  
Hays County Judge  
111 E. San Antonio St., Ste. 300  
San Marcos, Texas 78666

The Honorable Debbie Ingalsbe  
Hays County Commissioner, Precinct 1  
111 E. San Antonio St., Ste. 304  
San Marcos, Texas 78666

The Honorable Jeff Barton  
Hays County Commissioner, Precinct 2  
P.O. Box 1180  
Kyle, Texas 78640

The Honorable Will Conley  
Hays County Commissioner, Precinct 3  
P.O. Box 2085  
Wimberley, Texas 78676

The Honorable Karen Ford  
Hays County Commissioner, Precinct 4  
P.O. Box 1158  
Dripping Springs, Texas 78620

RE: Citizens Parks Advisory Team – Recommendations

Dear Commissioners Court Members:

As current Chair of the Citizens Parks Advisory Team (CPAT), I am forwarding to you the following regarding recent actions of the committee for your consideration. The CPAT held a regularly scheduled meeting of the membership on Wednesday, February 4, 2009. During this meeting, members reviewed notes and heard comments from those that attended the workshop held by the Commissioners Court on January 27, 2009 in regards to the future direction of the CPAT. A lengthy discussion ensued concerning this and the past actions of CPAT and the Commissioners Court in reference to the process and procedures enlisted for project selection and the allocation of bond funds, as well as the charge given to the CPAT. By unanimous vote, members subsequently moved to provide the following recommendations to the Commissioners Court for your consideration and adoption:

- Active members of the current CPAT Committee will become standing advisory board (to be named Hays County Parks and Open Space Board) to the Commissioners Court on current and future parks, open space, natural areas, wildlife habitat, water quality/quantity, and other associated conservation lands;
- Appoint previous members of the habitat conservation plan advisory committee to fill open slots on the newly formed Hays County Parks and Open Space Board;
- Allocate a total of \$600,000 of the remaining park bond funds to "recreation" projects, with a \$200,000 cap on awarded projects (if the Court agrees to the recommendations. Parks and Open Space Board subcommittee will proceed with development of criteria for recreation projects);
- Allocate \$50,000 of the remaining park bond funds to a new Parks and Open Space Master Plan;
- Allocate the remainder of the bond funds to habitat, open space, and water quality/quantity/access projects, including that amount necessary to initiate the recommendations of the Regional Habitat Conservation Plan;
- Utilize the Hays County Parks and Open Space Board to advise the Commissioners Court on any future bond projects or initiatives;
- Consider hiring County staff to manage parks, recreation, natural area, open space, wildlife habitat and associated lands to be owned or administered by the County.

It is recognized that there has been a considerable amount of confusion and resulting frustration as to the role the CPAT has in its advisory capacity to the Commissioners Court. However, we feel that the above will provide the clarification necessary to move forward in a positive manner with the allocation of the remaining bond funds as well as the responsibilities and functions of the committee. Should you have any questions regarding the above, I can be reached at (512) 923-5085. Thank you for your consideration.

Respectfully Yours,



CPAT Executive Committee  
 Jorge Anchondo, Chair  
 Chris North, Vice-Chair  
 John Sanford, Secretary

cc: CPAT Members  
 Jeff Hauff, Hays County Grants  
 Jerry Pinnix, Hays County Parks

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Discussion and possible action to support the 3<sup>rd</sup> Annual Aquarena Earth Day Celebration by donating \$500.00.**

**CHECK ONE:**      ☐ CONSENT      ☒ ACTION      ☐ EXECUTIVE SESSION  
                         ☐ WORKSHOP      ☐ PROCLAMATION      ☐ PRESENTATION

**PREFERRED MEETING DATE REQUESTED: February 17, 2009**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Mary Waters, River Systems Institute**

**SPONSORED BY: SUMTER**

**SUMMARY:** The river Systems Institute and Aquarena Center at Texas State are holding the 3<sup>rd</sup> Annual Aquarena Earth Day Celebration on Saturday, April 25<sup>th</sup> 2009 from 11:00 am to 6:00 pm at the San Marcos Springs. Last year there were about 1200 attendees and they expect this year's event to grow. There will be education, recreation, entertainment and shopping. See [aquarena.txstate.edu](http://aquarena.txstate.edu) for more information. We have supported this event from the beginning with at \$500.00 sponsorship level. Each commissioner and judge from their special projects monies has supported this event in the past.

## *Agenda Item Request Form*

### **Hays County Commissioners Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

**no later than 2:00 p.m. on WEDNESDAY.**

**Phone (512) 393-2205 Fax (512) 393-2282**

**AGENDA ITEM:**

Discussion and possible action to authorize Constable Mancillas' office to move \$299.99 from line item 01-456-5712 to 01-456-5421 in order to purchase a GPS navigation system.

<b>CHECK ONE:</b>	<b>CONSENT</b>	<b>X ACTION</b>	<b>EXECUTIVE SESSION</b>
	<b>WORKSHOP</b>	<b>PROCLAMATION</b>	<b>PRESENTATION</b>

**PREFERRED MEETING DATE REQUESTED: February 17, 2009**

**AMOUNT REQUIRED: \$299.99**

**LINE ITEM NUMBER OF FUNDS REQUIRED: 01-456-5712 to 01-456-5421**

**REQUESTED BY: MANCILLAS**

**SPONSORED BY: BARTON**

**SUMMARY:**

Due to the increase in price, Constable Mancillas' office was only about to purchase one laptop stand instead of the two that we had initially requested. The Constable now has a savings of \$309.15 left over and is requesting authorization to move \$299.99 from line item 01-456-5712 to 01-456-5421 in order to purchase a TomTom GPS for use by deputies when they travel out of the precinct or county to serve warrants and civil papers.

# Agenda Item Routing Form

**DESCRIPTION OF Item:** Authorize Constable Mancillas' office to move \$299.99 from line item 01-456-5712 to 01-456-5421 in order to purchase a GPS navigation system. Due to the increase in price, Constable Mancillas' office was only about to purchase one laptop stand instead of the two that we had initially requested. The Constable now has a savings of \$309.15 left over and is requesting authorization to move \$299.99 from line item 01-456-5712 to 01-456-5421 in order to purchase a TomTom GPS for use by deputies when they travel out of the precinct or county to serve warrants and civil papers.

**PREFERRED MEETING DATE REQUESTED:** February 17, 2009

## COUNTY AUDITOR

*Typically Requires 1 Business Day Review*

**AMOUNT AND FUND LINE ITEM NUMBER** \$ 299.99 01-456-5712 into 01-456-5221

**COUNTY PURCHASING GUIDELINES FOLLOWED:** \_\_\_\_ Yes \_\_\_\_

**PAYMENT TERMS ACCEPTABLE:** \_\_\_\_ Yes \_\_\_\_

**COMMENTS:**

Bill Herzog

## SPECIAL COUNSEL

*Typically Requires 9 Business Day Review*

**CONTRACT TERMS ACCEPTABLE:** \_\_\_\_

**COMMENTS:**

## COMMISSIONERS' COURT

**APPROVED/DISAPPROVED AND DATE:** \_\_\_\_

## COUNTY JUDGE

*Signature Required if Approved*

**DATE CONTRACT SIGNED:** \_\_\_\_

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:** Discussion and possible action to authorize hiring a temporary employee to scan and shred documents in the Pct. 4 JP office.

**TYPE OF ITEM:** CONSENT-ACTION-PROCLAMATION-EXECUTIVE SESSION-WORKSHOP

**PREFERRED MEETING DATE REQUESTED:** February 17, 2009

**AMOUNT REQUIRED:** \$400

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Judge Kyle

**SPONSORED BY:** Commissioner Ford

**SUMMARY:** Transfer funds from the Savings and Insurance line item to Contract Services to pay for the contract labor to scan and shred documents in the Pct. 4 JP office.



# Agenda Item Routing Form

**DESCRIPTION OF Item:** Authorize hiring a temporary employee to scan and shred documents in the Pct. 4 JP office and amend the budget accordingly.

**PREFERRED MEETING DATE REQUESTED: February 17, 2009**

## COUNTY AUDITOR

*Typically Requires 1 Business Day Review*

AMOUNT AND FUND LINE ITEM NUMBER	\$400.00
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**COUNTY PURCHASING GUIDELINES FOLLOWED:** N/A

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS: Amend the budget to move funds from 01-428-5160 to 01-428-5449**

## Bill Herzog

## SPECIAL COUNSEL

*Typically Requires 9 Business Day Review*

**CONTRACT TERMS ACCEPTABLE:**

**COMMENTS:**

## COMMISSIONERS' COURT

**APPROVED/DISAPPROVED AND DATE:** \_\_\_\_\_

## COUNTY JUDGE

***Signature Required if Approved***

DATE CONTRACT SIGNED: \_\_\_\_\_

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:** Discussion and possible action to award a contract to "New World Systems" for financial accounting software and authorize the County Judge to sign the contract.

**CHECK ONE:**      ☐ **CONSENT**      ☒ **ACTION**      ☐ **EXECUTIVE SESSION**  
☐ **WORKSHOP**      ☐ **PROCLAMATION**      ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED:** February 17, 2009

**AMOUNT REQUIRED:** \$450,000

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 01-414-5712

**REQUESTED BY:** Auditor, Treasurer, Human Resources, & Information Technology

**SPONSORED BY:** Sumter

**SUMMARY:** We have negotiated contract terms and pricing for new accounting software which will be utilized by the County Auditor, County Treasurer, and Human Resource Dept.

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Award a contract to "New World Systems" for financial accounting software and authorize the County Judge to sign the contract.

**PREFERRED MEETING DATE REQUESTED:** February 17, 2009

## **COUNTY AUDITOR**

*Typically Requires 1 Business Day Review*

**AMOUNT AND FUND LINE ITEM NUMBER** \$450,000      01-414-5712

**COUNTY PURCHASING GUIDELINES FOLLOWED:** \_\_\_\_ Yes \_\_\_\_

**PAYMENT TERMS ACCEPTABLE:** \_\_\_\_ Yes \_\_\_\_

**COMMENTS:**

**Bill Herzog**

## **SPECIAL COUNSEL**

*Typically Requires 9 Business Day Review*

**CONTRACT TERMS ACCEPTABLE:** \_\_\_\_

**COMMENTS:**

## **COMMISSIONERS' COURT**

**APPROVED/DISAPPROVED AND DATE:** \_\_\_\_

## **COUNTY JUDGE**

*Signature Required if Approved*

**DATE CONTRACT SIGNED:** \_\_\_\_



**New World Systems**  
The Public Sector Software Company

# **STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT**

**January 30February 17, 2009**

This *Standard Software License and Services Agreement* which includes the attached Exhibits ("this Agreement") is between New World Systems® Corporation ("New World"), a Michigan Corporation and Hays County, Texas, ("Customer"). This Agreement sets forth the terms and conditions under which New World will furnish the Licensed Products and will provide certain services described herein to Customer.  
The attached Exhibits include:

Exhibit AA..... TOTAL COST SUMMARY AND PAYMENT SCHEDULE  
Exhibit A..... LICENSED STANDARD SOFTWARE AND FEES  
Exhibit B..... INSTALLATION AND TRAINING SUPPORT SERVICES AND FEES  
Exhibit C..... STANDARD SOFTWARE MAINTENANCE AGREEMENT  
Exhibit D..... NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES  
Exhibit E..... DEMONSTRATION SITE DISCOUNT  
Exhibit F..... DATA FILE CONVERSION ASSISTANCE

By signing below, each of us agrees to the terms and conditions of this Agreement together with the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. Each individual signing below represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

## **ACKNOWLEDGED AND AGREED TO BY:**

**NEW WORLD SYSTEMS® CORPORATION**  
(New World)

**HAYS COUNTY, TEXAS**  
(Customer)

By: \_\_\_\_\_  
Larry D. Leinweber, President

By: \_\_\_\_\_  
Authorized Signature Elizabeth "Liz" Sumner Title Hays County Judge

By Attest: \_\_\_\_\_  
Authorized Signature Linda Fritsche Title Hays County Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

## **I. DEFINITIONS**

The following terms as defined below are used throughout this Agreement:

1. **"Licensed Standard Software":**  
The current version of New World standard and development application software package(s) (in machine readable code) listed on Exhibit A. "Development Software" is standard application software currently under development by New World which, if applicable, will be completed and delivered to Customer as Licensed Standard Software during the term of this Agreement.
2. **"Upgrades":**  
Any enhanced and/or improved versions of the Licensed Standard Software provided as Licensed Standard Software under Exhibit C of this Agreement and released after the execution of this Agreement.
3. **"Licensed Custom Software":**  
Any software (programs or portions of programs) developed by New World specifically for Customer's own use.
4. **"Licensed Software":**  
The Licensed Standard Software (including any Development Software), Upgrades, and Licensed Custom Software provided under this Agreement.
5. **"Licensed Documentation":**  
New World User Manuals which includes the current specifications for the Licensed Standard Software and other written instructions relating to the Licensed Software (such as Product Bulletins, installation instructions, and training materials).
6. **"Authorized Copies":**  
Except as provided in Section II, subparagraph 1.3, the only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined in this Paragraph. They are:
  - (i) the single copy of the Licensed Software and the related Licensed Documentation delivered by New World under this Agreement; and
  - (ii) any additional copies made by Customer as authorized in Section II, subparagraph 1.2.
7. **"Licensed Products":**  
The Licensed Software, the related Licensed Documentation, and the Authorized Copies of the foregoing.
8. **"Delivery of Licensed Standard Software":**  
Licensed Standard Software will be delivered in a machine readable form to Customer on the appropriate media or via an agreed upon network connection as soon as the software is available after the Effective Date.
9. **"Installation of Licensed Standard Software":**  
Installation of the Licensed Standard Software shall be deemed to occur upon the earlier of:
  - (a) the transfer or loading of the Licensed Standard Software onto a Customer server or computer, or
  - (b) thirty (30) days after delivery of the Licensed Standard Software.
10. **"Customer Liaison":**  
A Customer employee assigned to act as liaison between Customer and New World for the duration of this Agreement. Within ten (10) days of the Effective Date, Customer shall notify New World of the name of the Customer Liaison.
11. **"SSMA":**  
The New World Standard Software Maintenance Agreement as set forth in Exhibit C.
12. **"Computer":**  
The .NET Server(s) to be located at:  
Hays County  
111 E. San Antonio  
Suite 100  
San Marcos, TX 78666  
Customer shall identify in writing the serial number of the Computer within ten (10) days of receipt of the Computer or within ten (10) days of the Effective Date, whichever is later. If the Computer is to be relocated, Customer shall notify New World of the new location in writing prior to the relocation.
13. **"Confidential Information":**  
Information disclosed or obtained by one party in connection with, and during the term of, this Agreement and designated as "Confidential" by the party claiming confidentiality at the time of disclosure. Confidential Information does not include any information which was previously known to the other party without obligation of confidence or without breach of this Agreement, is publicly disclosed either prior or subsequent to the other party's receipt of such information, or is rightfully received by the other party from a third party without obligation of confidence.
14. **"An Authorized User/Workstation":**  
Subject to the number of users specified in Exhibit A, any PC workstation that is connected to access the Licensed Software resident on Computer and that may be logged on to access the programs, interfaces, data, or files created and/or maintained by the Licensed Software.

## **II. GENERAL TERMS AND CONDITIONS**

### **1.0 SINGLE USE LICENSE**

- 1.1 New World grants Customer a nontransferable, nonexclusive, and non-assignable license to use the Licensed Software only on the Computer and only for its internal processing needs. Customer shall have the right and license to use, enhance, or modify the Licensed Software only for Customer's own use and only on the Computer and only on an authorized workstation. New World will deliver to

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Customer one copy of each application of the Licensed Software (in machine readable form compatible with the specified operating environment) and one copy of the related Licensed Documentation. If Customer fails to pay all license fees specified in Exhibit A and the applicable custom software fees, if any, Customer shall forfeit the right and license to use the Licensed Products and shall return them to New World.

- 1.2 In order to assist Customer in the event of an emergency, Customer is permitted to make up to two (2) back-up copies on magnetic media of each application of the Licensed Software and one back-up copy of the related Licensed Documentation. These Authorized Copies may be stored as defined above so long as they are kept in a location secure from unauthorized use. Customer or anyone obtaining access through Customer shall not copy, distribute, disseminate, or otherwise disclose to any third party the Licensed Products or copies thereof in whole or in part, in any form or media. This restriction on making and distributing the Licensed Products or copies of any Licensed Product, includes without limitation, copies of the following:
  - (i) Program libraries, either source or object code;
  - (ii) Operating control language;
  - (iii) Test data, sample files, or file layouts;
  - (iv) Program listings; and
  - (v) Licensed Documentation.
- 1.3 Upon written request by Customer, and with written permission by New World, additional Authorized Copies may be made for Customer's internal use only.

## 2.0 OWNERSHIP

- 2.1 The Licensed Products and all copyright, trade secrets and other proprietary rights, title and interest therein, remain the sole property of New World or its licensors, and Customer shall obtain no right, title or interest in the Licensed Products by virtue of this Agreement other than the nonexclusive, nontransferable, non-assignable license to use the Licensed Products as restricted herein.
- 2.2 The license to use any Licensed Custom Software provided under this Agreement, if any, is included in this license. New World shall have the right to use any data processing ideas, techniques, concepts, and/or know-how acquired by it in the performance of services under this Agreement including the development of Licensed Custom Software for the advancement of its own technical expertise and the performance of other Software License and Service Agreements or any other applicable agreements. New World shall have, without restriction, the right to use all programs, procedures, information, and techniques that are publicly available, obtained or obtainable from third parties and/or developed independently by New World without specific reference to Customer's organization.
- 2.3 Customer shall retain all rights, title, and interest in the data created and/or stored using the Licensed Products. In the event of Termination under Section 15 of this Agreement, New World shall provide Customer with the opportunity to retrieve any and all data created and/or stored using the Licensed Products before Customer is required to return the Licensed Products to New World.

## 3.0 CORRECTION AND SOFTWARE MAINTENANCE ON STANDARD SOFTWARE

- 3.1 New World provides software correction service and maintenance for the Licensed Standard Software during the term of Customer's SSMA and the warranty period preceding it. See Exhibit C for a description of the warranty period, the SSMA start date and term, the services available and the applicable fees and procedures.

## 4.0 WARRANTIES

- 4.1 New World warrants, for Customer's benefit only, that the Licensed Standard Software will perform as specified in its user manuals based on the then-current release of the Licensed Standard Software.
- 4.2 New World warrants, for Customer's benefit only, that it possesses the necessary intellectual rights to license to Customer the Licensed Standard Software provided hereunder.

The foregoing warranties do not apply if the Licensed Product(s) have been modified by any party other than New World. New World does not warrant that the features or functions of the Licensed Software will meet Customer's requirements or in any combination or use Customer selects. EXCEPT AS SPECIFICALLY PROVIDED IN THIS PARAGRAPH 4.0, AND ITS SUBSECTIONS, NEW WORLD EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE LICENSED PRODUCTS, INCLUDING BUT NOT LIMITED TO, THE LICENSED PRODUCTS' CONDITION,

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MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

**5.0 INSTALLATION AND TRAINING SUPPORT SERVICES**

5.1 As provided for in Exhibit B and concurrent with timely payments, New World shall make available to Customer qualified representative(s) who will provide installation and training support services for each application of the Licensed Software delivered. See Exhibit B for a description of the services provided and the applicable fees and procedures.

**6.0 CUSTOMER LIAISON AND CUSTOMER RESPONSIBILITIES**

The successful implementation of the Licensed Products into Customer's environment requires Customer's commitment to and cooperation in the implementation process. Accordingly, Customer hereby agrees to the following:

- 6.1 Customer understands that the Licensed Software is designed to run in a specified operating environment which includes hardware, software and related equipment not provided by New World. Customer is responsible for assuring that the appropriate hardware equipment, related components and all cabling are installed timely and are suitable for the successful installation of the Licensed Software.
- 6.2 Customer agrees to provide the management interface and support necessary to successfully complete the implementation of the Licensed Software. This support includes upper level management priority setting and timely involvement during and after a change in Customer's organization, Customer's operations and/or after changes in Customer's internal policies or procedures which directly affect the software implementation.
- 6.3 Customer shall assign an upper level employee to serve as the Customer Liaison for the duration of the Licensed Software implementation. If Customer must replace the Customer Liaison for reasons beyond its control, Customer will assign a new Customer Liaison as soon as reasonably possible. New World is not responsible for any delay caused directly or indirectly by the reassignment of the Customer Liaison. In addition to other duties and responsibilities, the Customer Liaison shall:
  - (i) provide timely answers to New World's requests for information;
  - (ii) coordinate a mutually agreeable implementation and training schedule;
  - (iii) have authority to sign for and obligate Customer to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;
  - (iv) in situations where Customer participation is required, provide timely input for systems definition, detail design, and use of the software system.
- 6.4 Customer is responsible for creating and maintaining its master files, tables and the like which includes accurate data entry, accurate file editing and overall file control to assure successful systems performance.
- 6.5 Customer shall provide qualified personnel with sufficient backup to be trained to use the Licensed Software and to interpret the output. Applying the output information in Customer's environment is Customer's sole responsibility.

**7.0 BILLING AND ADDITIONAL AUTHORIZED WORKSTATION CHARGES**

- 7.1 The attached Exhibits set forth the manner in which fees and payments shall be allocated and made under this Agreement. Past due amounts are subject to an service interest charge of 1.5% per month in compliance with Section 2251.025 of the Texas Government Code, which charge Customer agrees to pay. To the extent Customer imposes additional requirements on New World for services other than those expressly provided in this Agreement, New World retains the right to make additional price adjustments and/or any other adjustments that may be necessitated. Before performing these additional services, New World will notify Customer that the services are subject to additional charge(s).
- 7.2 If Customer wishes to add additional authorized workstations or Licensed Standard Software, Customer agrees to pay the additional License fees at the then current software prices in effect. SSMA fees shall be increased according to the additional Licensed Standard Software fees on the next annual billing date after the additional workstations and/or Licensed Standard software is added. With said payments, the license provided in Section II, Paragraph 1.0 permits Customer's use of the Licensed Software for the specified workstations.

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- 7.3 Customer shall notify New World if additional authorized workstations need to be added to access the Licensed Software and will pay the additional authorized workstation fees promptly when invoiced.
- 7.4 ~~Any Unless Customer asserts a valid tax exemption under this Section, any~~ taxes or fees imposed from the course of this Agreement are the responsibility of the Customer and Customer agrees to remit when imposed. If an exemption is claimed by the Customer, an exemption certificate must be submitted to New World.

#### 8.0 NON-RECRUITMENT OF PERSONNEL

- 8.1 During, and for a period of twenty-four (24) months after the expiration of, the Standard Software Maintenance Agreement and/or any renewal maintenance agreement, each party agrees not to solicit or hire current or former employees of the other without the other's prior written consent.

#### 9.0 CONFIDENTIAL INFORMATION / NON-DISCLOSURE AGREEMENT

- 9.1 Subject to the requirements of the Freedom of Information Act (FOIA) and/or other comparable applicable state law, each party shall hold all Confidential Information in trust and confidence for the party claiming confidentiality and not use such Confidential Information absent express written consent by the party claiming confidentiality. The other party agrees not to disclose any such Confidential Information, by publication or otherwise, to any other person or organization. Customer agrees to timely notify New World of any request(s) made for disclosure of confidential information.
- 9.2 Customer hereby acknowledges and agrees that all Licensed Products are Confidential Information and proprietary to New World. In addition to the other restrictions set forth elsewhere in this Agreement or otherwise agreed to in writing, Customer agrees to implement all reasonable measures to safeguard New World's proprietary rights in the Licensed Products, including without limitation the following measures:
- (i) Customer shall only permit access to the Licensed Products to those employees who require access and only to the extent necessary to perform Customer's internal processing needs.
  - (ii) With respect to agents or third parties, Customer shall permit access to the Licensed Products only after New World has received, approved and returned a fully executed Non-Disclosure Agreement to Customer (see Exhibit D). New World reserves the right to reasonably refuse access to a third party after it has evaluated the request. Customer agrees to provide information reasonably requested by New World to assist New World in evaluating Customer's request to permit third party access to the Licensed Products. In addition to any other remedies, New World may recover from Customer all damages and legal fees incurred in the enforcement of this provision on third party access;
  - (iii) Customer shall cooperate with New World in the enforcement of the conditions set forth in the attached Non-Disclosure Agreement or any other reasonable restrictions New World may specify in writing in order to permit access;
  - (iv) Customer shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials; and
  - (v) Customer shall not attempt to disassemble, decompile or reverse engineer the Licensed Software.
- 9.3 Customer agrees that in addition to any other remedies that may be available at law, equity or otherwise, New World shall be entitled to seek and obtain a temporary restraining order, injunctive relief, or other equitable relief against the continuance of a breach or threatened breach of this paragraph 9.0 on Confidentiality and Non-Disclosure without the requirement of posting a bond or proof of injury as a condition for the relief sought.

#### 10.0 LIMITATION OF LIABILITY AND RECOVERABLE DAMAGES

New World's entire liability and Customer's exclusive remedies are set forth below:

- 10.1 For any claim relating to the non-conformance or imperfection of any licensed software provided under this Agreement, New World will correct the defect so that it conforms to the warranties set forth in Section II, subparagraph 4.1; or if after repeated attempts to correct the non-conformity, New World is unable to correct the non-conformity, then Customer may recover its actual damages subject to the limits set forth in subparagraph 10.2 below. For any other claim arising under or in connection

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with this Agreement, Customer may recover its actual damages subject to the limits set forth in subparagraph 10.2 below.

- 10.2 New World's total liability to Customer for all claims relating to the Licensed Products and this Agreement, including any action based upon contract, tort, strict liability, or other legal theory, shall be limited to Customer's actual damages and in no event shall New World's liability exceed the Exhibit A Licensed Standard Software fees paid to New World.
- 10.3 New World shall not be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages, including loss of profits or costs of cover, arising from or related to a breach of this Agreement or any order or the operation or use of the Licensed Products including such damages, without limitation, as damages arising from loss of data or programming, loss of revenue or profits, failure to realize savings or other benefits, damage to equipment, and claims against Customer by any third person, even if New World has been advised of the possibility of such damages. New World's liability for any form of action shall only apply after any and all appropriate insurance coverage has been exhausted.
- 10.4 If it is determined that a limitation of liability or a remedy contained herein fails of its essential purpose, then the parties agree that the exclusion of incidental, consequential, special, indirect, punitive, and/or exemplary damages is still effective.

#### 11.0 INTEGRATION WITH U.S. COPYRIGHT ACT

- 11.1 In addition to all other provisions provided under this Agreement, Customer agrees to be bound by and to comply with any and all provisions of the U.S. Copyright Act (*The Copyright Act of 1976, U.S.C. Sections 101-810 (1976) as amended*). If a provision of the U.S. Copyright Act and this Agreement conflict, the more restrictive of the two applies. If it cannot be determined which is the more restrictive, then the provision within this Agreement shall apply.

#### 12.0 INDEPENDENT CONTRACTOR

- 12.1 New World is an independent contractor. The personnel of one party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each party shall be responsible for the acts of its own employees.
- 12.2 Each party shall be responsible for Workers' Compensation coverage for its own personnel.

#### 13.0 INSURANCE REQUIREMENTS

New World shall not commence work under this Agreement until it has obtained the insurance required under this paragraph.

- 13.1 **Workers' Compensation Insurance:** New World shall procure and maintain during the term of this Agreement, Workers' Compensation Insurance for all of its employees who engage in the work to be performed.
- 13.2 **Liability and Property Insurance – Comprehensive Form:** New World shall procure and maintain during the term of this Agreement, Liability and Property Damage Insurance in an amount not less than \$1,000,000 on account for each accident; and in an amount not less than \$1,000,000 for each accident for damage to property.
- 13.3 **Automobile Liability Insurance:** New World shall procure and maintain during the term of this Agreement, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property, provided however that the combined single limit for all automotive related claims shall not exceed \$1,000,000.

#### 14.0 DISPUTE RESOLUTION BY ARBITRATION

- 14.1 Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled in arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 14.2 Before a demand for arbitration may be filed by either party, the management of both parties shall have met at least two times in face-to-face meetings in an effort to resolve any dispute or controversy

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- through normal business management practices. Unless otherwise agreed to in writing, a minimum of one meeting shall take place at each party's home office location.
- 14.3 The arbitrator(s) shall have no power or authority to add to or detract from this Agreement. The arbitrator(s) shall have no authority to award damages over and above those provided for in this Agreement and in any event shall not exceed the limitations set forth in Section II, subparagraph 10.2, even if the remedy or limitation of liability provisions set forth in this Agreement shall for any reason whatsoever be held unenforceable or inapplicable.
  - 14.4 Neither party nor the arbitrator(s) may disclose the existence or results of any arbitration hereunder, except if the arbitration results in a Court imposed judgment, the non-disclosure restriction shall not be effective to the extent the matter becomes a public record.
  - 14.5 Each party shall bear its own costs in preparing for and conducting arbitration, except that the joint costs, if any, of the actual arbitration proceeding shall be shared equally by the parties.
  - 14.6 In the event that a controversy or claim arising out of or relating to this Agreement, or breach thereof, is heard or otherwise prosecuted in court, the parties hereby unconditionally waive their respective rights to a jury trial of any such controversy or claim.

#### 15.0 TERMINATION

- 15.1 **By Customer:** If New World fails to provide the Licensed Software as warranted in accordance with the terms of this Agreement, Customer may at its option terminate this Agreement with ninety (90) days written notice as follows:

- (i) The termination notice shall provide a detailed description (with examples) of any warranty defects claimed;
- (ii) New World shall have ninety (90) days from receipt of said notice to correct any warranty defects in order to satisfy the terms of this Agreement;
- (iii) During the ninety (90) day cure period, Customer shall apply sound management practices and use its best efforts to resolve any issues or obstacles – including cooperating with New World and reassigning personnel if necessary to improve the working relationship;
- (iv) At the end of ninety (90) days unless the termination has been revoked in writing by Customer, the Agreement terminates.

Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the Hays County Commissioners Court fails to provide funding for payments under this Agreement for Hays County's upcoming fiscal year, Customer may terminate this Agreement by giving New World thirty (30) calendar days' written notice that Customer must terminate this Agreement due to the failure to fund it.

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- 15.2 **By New World:** If Customer fails to make prompt payments to New World when invoiced, or if Customer fails to fulfill its responsibilities under this Agreement, including but not limited to those outlined in Section II, Paragraph 6.0, then New World may at its option terminate this Agreement with written notice as follows:

- (i) The termination notice shall define the reason for termination;
- (ii) If the cited reason for termination is Customer's failure to make prompt payment, Customer shall have ~~ten~~ thirty (30) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;
- (iii) If the cited reason for termination is Customer's failure to fulfill its responsibilities, Customer shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this Agreement;
- (iv) During the applicable cure period, New World will use sound management practices and its best efforts to resolve any issues or obstacles – including the reassignment of personnel if necessary to improve the working relationship;
- (v) At the end of the applicable cure period, unless the termination has been revoked in writing by New World, the Agreement terminates.

- 15.3 In the event of termination by either party, New World shall continue to provide its services, as previously scheduled, through the termination date and the Customer shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibits.

- 15.4 Upon termination under subparagraph 15.1, Customer shall return to New World all Licensed Products, including any copies provided to or created by Customer under this Agreement.

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- 15.5 Nothing in this paragraph on termination is intended to infer that either party has or does not have a claim for damages, except that New World agrees that no claim for damages shall result solely from an act of termination under Section 15.1 by Customer.
- 15.6 The Terms and Conditions relating to ownership, warranties, non-recruitment of personnel, confidentiality and non-disclosure, limitation of liability and recoverable damages, Copyright Act, dispute resolution and the General provisions (18.0), survive termination.

#### 16.0 PATENT AND TRADEMARK INDEMNIFICATION

New World agrees to indemnify and save the Customer harmless from and against any and all judgments, suits, costs, and expenses subject to the limits set forth in this Agreement resulting from any alleged infringement of any patent or copyright arising from the licensing of the Licensed Standard Software pursuant to this Agreement, provided that Customer has notified New World in writing of such allegation within thirty (30) days of the date upon which the Customer first receives notice thereof. New World's obligation to indemnify and save Customer harmless under this paragraph is void if the claim of infringement arises out of or in connection with any modification made to the Licensed Standard Software or any use of the Licensed Standard Software not specifically authorized in writing by New World.

#### 17.0 NOTICES

- 17.1 Notices to Customer shall be deemed effective when sent by Registered or Certified U.S. Mail to the Hays County Judge at the business address of the Customer.
- 17.2 Notices to New World shall be deemed effective when sent by Registered or Certified U.S. Mail to the following address (or to any other address so specified by New World):
- New World Systems Corporation  
888 West Big Beaver, Suite 600  
Troy, Michigan 48084  
Attention: President

#### 18.0 GENERAL

- 18.1 This Agreement is the entire agreement between the parties superseding all other communications, written or oral, between the parties relating to the subject matter of this Agreement. **This Agreement may be amended or modified only in writing signed by both parties.**
- 18.2 This Agreement is governed by the laws of the State of Michigan-Texas and it shall be binding on the successors and assigns of the parties.
- 18.3 Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision or any other provision of this Agreement.
- 18.4 No action, regardless of form, arising out of the services performed or Licensed Products delivered hereunder, may be brought by either party more than one (1) year after the cause of action has occurred except that an action for non-payment of fees may be brought within two (2) years of the date the payment was due.
- 18.5 The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this Agreement. Any provision of this Agreement determined to be invalid or otherwise unenforceable shall not affect the other provisions, which other provisions remain in full force and effect.
- 18.6 This Agreement is entered into solely for the benefit of New World and Customer. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this Agreement.

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**EXHIBIT AA**  
**TOTAL COST SUMMARY AND PAYMENT SCHEDULE**

**I. Total Costs Summary: Licensed Standard Software, Implementation Services, And Third Party Products**

<b><u>DESCRIPTION OF COST</u></b>	<b><u>COST</u></b>
A. LICENSED STANDARD SOFTWARE as further described in Exhibit A	\$245,180
B. PROJECT MANAGEMENT as further described in Exhibit B	37,000
C. INSTALLATION AND TRAINING SERVICES as further described in Exhibit B	135,000
D. INTERFACE INSTALLATION SERVICES as further described in Exhibit B	7,000
E. HARDWARE QUALITY ASSURANCE FEE as further described in Exhibit B	5,000
F. DATA FILE CONVERSION ASSISTANCE SERVICES as further described in Exhibit F	20,000
G. TRAVEL EXPENSES	28,800
<hr/>	
<b>ONE TIME PROJECT COST:</b>	<b><del>\$477,980</del> <u>\$50,000</u></b>

H. STANDARD SOFTWARE MAINTENANCE SERVICES - as further described in Exhibit C	
1. Warranty Period	90 Days
2. Year One of Standard Software Maintenance	<del>\$47,840.00</del>
3. Year Two of Standard Software Maintenance	50,830
4. Year Three of Standard Software Maintenance	53,820
5. Year Four of Standard Software Maintenance	56,810
6. Year Five of Standard Software Maintenance	59,800

**ALL PAYMENTS ARE DUE WITHIN THIRTY (30) DAYS FROM RECEIPT OF INVOICE**

**PRICING VALID THROUGH FEBRUARY 17, 2009**

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Hays County, TX

**Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE**

**II. Payments for Licensed Standard software, Implementation Services and Third Party Products**

DESCRIPTION OF COST		Payment Amount	COST
A.	LICENSED STANDARD SOFTWARE as further described in Exhibit A		\$245,180
1.	Amount due upon Agreement execution	40%	98,072
2.	Amount due upon delivery of each Licensed Standard Software Package	50%	122,590
3.	Amount due 90 days after delivery of each Licensed Standard Software Package	1050%	24,518
B.	PROJECT MANAGEMENT as further described in Exhibit B		37,000
1.	10 days after the Effective Date	30%	11,100
2.	90 days after the Effective Date	30%	11,100
3.	180 days after the Effective Date	30%	11,100
4.	Upon project completion or 365 days after the Effective Date, whichever comes first.	10%	3,700
C.	INSTALLATION AND TRAINING SERVICES as further described in Exhibit B		135,000
1.	1,000 hours billed as used	100%	
D.	INTERFACE INSTALLATION SERVICES as further described in Exhibit B		7,000
1.	Amount due upon the Effective Date	50%	3,500
1.	Amount due upon completion of the installation	100%	7,000
E.	HARDWARE QUALITY ASSURANCE FEE as further described in Exhibit B		5,000
1.	Amount due upon the Effective Date	50%	2,500
1.	Amount due upon completion of Hardware Quality Assurance	100%	5,000
F.	DATA FILE CONVERSION ASSISTANCE SERVICES as further described in Exhibit F		20,000
1.	Amount due upon the Effective Date	50%	10,000
1.	Amount due upon delivery of conversion design document to Customer	60%	12,000
2.	Amount due 30 days after initial delivery of converted data	40%	8,000
G.	TRAVEL EXPENSES (Estimate - These expenses are invoiced as incurred)		28,800
1.	32 trips are anticipated, to be billed at actual cost for reasonable expenses incurred for airfare, rental car, lodging, tolls, mileage, and daily per diem expenses		
2.	Travel labor for the estimated 32 trips will be billed at 4 hours maximum per (round) trip		
ONE TIME PROJECT COST:			<u>\$477,980</u>

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**Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE**

**H. STANDARD SOFTWARE MAINTENANCE SERVICES - as further described in Exhibit C**

- Invoiced on "start date" as further described in Exhibit C

1. Warranty Period	90 Days
2. Year One of Standard Software Maintenance	<del>\$47,840.00</del>
3. Year Two of Standard Software Maintenance	50,830
4. Year Three of Standard Software Maintenance	53,820
5. Year Four of Standard Software Maintenance	56,810
6. Year Five of Standard Software Maintenance	59,800

**ALL PAYMENTS ARE DUE WITHIN THIRTY (30) DAYS FROM RECEIPT OF INVOICE**

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**EXHIBIT A**  
**LICENSED STANDARD SOFTWARE AND FEES**

**1. License Fee for Licensed Standard Software And Documentation Selected By Customer:**

LOGOS.NET STANDARD APPLICATION SOFTWARE <sup>1,2,3</sup>		
ITEM	DESCRIPTION	INVESTMENT
<b><u>FINANCIAL MANAGEMENT</u></b>		
1.	<b>Logos.NET Financial Management Base Suite</b>	\$55,000
	- General Ledger	
	- Budget Management	
	- Annual Budget Preparation	
	- Accounts Payable Module	
	- Revenue/Cash Receipting	
2.	<b>Logos.NET Additional Financial Management Software</b>	
	- Asset Management	8,000
	- Project Accounting	8,000
	- Misc. Billing & Receivables	8,000
	- Government (GASB) Reporting	16,000
	- Bank Reconciliation	6,000
3.	<b>Logos.NET Procurement Management Suite</b>	
	- Purchasing Base	16,000
	- Requisition Processing	8,000
	- Bid & Quote Management	8,000
	- Contract Accounting	8,000
<b>SUB-TOTAL FINANCIAL MANAGEMENT MODULES</b>		<b>141,000</b>
<b><u>PAYROLL &amp; HUMAN RESOURCES SUITE</u></b>		
4.	<b>Logos.NET Human Resources Management Base Suite</b>	30,000
	- Payroll Processing	
	- Personnel Management	
	- Position Control	
5.	<b>Logos.NET Human Resources</b>	
	- Personnel Action Processing	6,000
	- Employee Event Tracking	6,000
6.	<b>Logos.NET Benefits Management</b>	
	- Benefits Administration	5,000
7.	<b>Logos.NET Additional Payroll &amp; HR Modules</b>	
	- Applicant Tracking	6,000
	- Time & Attendance Interface <sup>4</sup>	6,000
	- Benefit Tracking (Non-Employee)	6,000
	- Position Budgeting	6,000
<b>SUB-TOTAL PAYROLL/HUMAN RESOURCES MODULES</b>		<b>71,000</b>

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**Exhibit A / LICENSED STANDARD SOFTWARE AND FEES**

**eSUITE**

8. eSuite Base Software	16,000
9. eFinance	
- eSupplier	9,000
10. eHR	
- eEmployee	16,000
- eBenefits Administration	8,000
- eRecruit	8,000

**SUB-TOTAL eSUITE SOFTWARE MODULES \$57,000**

**BUSINESS ANALYTICS**

11. Finance Analytics	
- Includes 3-4 users	6,000
12. Human Resource/Payroll Analytics	
- Includes 3-4 users	9,000

**SUB-TOTAL BUSINESS ANALYTICS SOFTWARE MODULES 15,000**

**AUTHORIZED USERS**

13. Site License for up to 400 Authorized Users <sup>5</sup>	15,000
--------------------------------------------------------------	--------

NEW WORLD STANDARD SOFTWARE LICENSE FEE 299,000

Less: Demonstration Site Discount if Agreement is Executed by February 17, 2009. (53,820)

**TOTAL SOFTWARE LICENSE FEE \$245,180**

Note: A Site License is included for this solution. This Site License entitles Hays County, Texas, to 400 authorized users for the Standard Software licensed in Exhibit A, to be divided up between applications. The Site License is available to only the affiliated Public Administration agencies within Hays County, TX.

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## Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

### ENDNOTES

- <sup>1</sup> *Personal Computers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Microsoft Windows 2000 or Windows/XP with IE 6.0 are the required operating systems for all client machines. Windows 2003 Server is required for the Application Server(s), Web Server(s) and Database Server. SQL Server 2005 is required for the Database Server.*
- <sup>2</sup> *New World Systems Logos.NET product requires Microsoft Windows 2003 Server and SQL Server 2005 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*
- <sup>3</sup> *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*
- <sup>4</sup> *Time & Attendance interface is a one-way interface. Additional support may be required for 3rd Party changes not included in SSMA.*
- <sup>5</sup> *Additional cost per group of 5 for standard user is \$5,000.*
- <sup>6</sup> *Prices assume that all software proposed is licensed.*
- <sup>7</sup> *Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

## 2. License Fee Payment Schedule for Licensed Standard Software and Documentation

The payments for Licensed Standard Software are covered under the Cost Summary and Payment Schedule in Exhibit AA.

**ALL PAYMENTS ARE DUE WITHIN THIRTY (30) DAYS FROM RECEIPT OF INVOICE**

**PRICING VALID THROUGH FEBRUARY 17, 2009**

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**Exhibit A / LICENSED STANDARD SOFTWARE AND FEES**

**3. Optional Licensed Standard Software Pricing**

Customer may license the following software modules at the indicated current list prices for up to ~~one (1)~~ two (2) year from the date of execution of this Agreement. In addition, an 18% discount will apply for up to one year from the date of execution of this Agreement.

LOGOS.NET STANDARD APPLICATION SOFTWARE <sup>1,2,3</sup>		
ITEM	DESCRIPTION	INVESTMENT
<b><u>FINANCIAL MANAGEMENT</u></b>		
1.	Logos.NET Additional Financial Management Software	
	- Investment Tracking (development)	\$8,000
	- Debt Service (development)	8,000
<b><u>PAYROLL &amp; HUMAN RESOURCES SUITE</u></b>		
2.	Logos.NET Benefits Management	
	- COBRA Billing Administration	5,000
	- Workers Compensation Administration	7,000
<b><u>eSUITE</u></b>		
3.	eFinance	
	- eBid (development)	9,000
4.	eHR	
	- eTimesheets	8,000
	- eTraining (development)	8,000
<b>TOTAL SOFTWARE LICENSE FEE</b>		<b>\$53,000</b>

*Note: Training and Support Services costs as well as Maintenance (SSMA) costs for these optional modules are not included on the preceding pages, however, they may be easily incorporated into the proposal upon determination of the final software package.*

Note: Training and Support Services cost as well as Maintenance (SSMA) costs for these optional modules are not included.

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**EXHIBIT B**  
**PROJECT MANAGEMENT, INSTALLATION AND**  
**TRAINING SUPPORT SERVICES AND FEES**

**1. Project Management Services**

New World shall act as Project Manager to assist Customer's management in implementing the Exhibit A software. This responsibility will include documenting, coordinating and managing the overall Implementation Plan with Customer's management and the Customer Liaison. Project Management Services include:

- a) a summary level Implementation Plan;
- b) a detail level Implementation Plan;
- c) revised Implementation Plans (if required);
- d) monthly project status reports; and
- e) project status meetings
  - a project review (kickoff) meeting at Customer's location
  - progress status meeting(s) will occur during implementation via telephone conference or at Customer's location; and
  - a project close-out meeting at Customer's location to conclude the project.

To implement the Exhibit A applications, the Project Management fee will be **\$37,000**. This fee covers the above Project Management Services for a period up to 18 months after this Agreement is executed.

**2. Implementation and Training Support Hours Recommended**

It is recommended that appropriate support hours are allocated for all Licensed Standard Software listed in Exhibit A to insure successful implementation of and training on each application package. Based on the Licensed Standard Software listed on Exhibit A, **1,000** hours of New World implementation and training support services have been allocated. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. Customer agrees to reimburse New World for support trips canceled by Customer less than ten (10) days before the scheduled start date to cover New World's out-of-pocket costs and lost revenues. The recommended implementation and training support services include:

- a) implementation of each package of Licensed Standard Software; and
- b) Customer training and/or assistance in testing for each package of Licensed Standard Software.

The project management, implementation and training support services are performed at Customer's premises and/or at New World national headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

**3. Interface Installation Service Fees**

A flat rate fee is charged for the installation of selected interfaces on Exhibit A. This fee does not include hardware and/or third party product costs. Whenever possible, this work will be done remotely, resulting in savings in travel costs. If on-site installation and training is required, Customer will be responsible for the actual travel costs. Installation includes the following interfaces with these corresponding fees.

a) Bank Reconciliation	\$3,000
b) Time and Attendance	4,000
<b>TOTAL INTERFACE INSTALLATION SERVICE FEES .....</b>	<b><u>\$7,000</u></b>

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**Exhibit B / PROJECT MANAGEMENT, INSTALLATION AND TRAINING SUPPORT SERVICES AND FEES**

**4. Hardware Quality Assurance Service Fees**

A flat rate fee is charged for hardware quality assurance of the Customer's existing .Net Server(s). This fee does not include hardware and/or third-party product costs. Whenever possible, this work will be done remotely, resulting in savings in travel costs. If an on-site installation review is required, Customer will be responsible for the actual travel costs.

- a) Hardware Quality Assurance Fee \$5,000

Windows 2003/Operating System Assurance and Software Installation::

- Install and set-up Application/Database server(s)
- Consult on connectivity to new or existing 2000 environment
- Verify 2003 and SQL Server configuration compatibility
- Verify 2000 Workstation and personal computer configuration compatibility

**TOTAL QUALITY ASSURANCE SERVICE FEES.....\$5,000**

**5. Support Service Fees Estimate**

The 1,000 hours of installation and training support services cost has been calculated using a rate of \$135 per hour. Additional services are also available at the rate of \$135 per hour. This rate is protected for one year from the date New World executes this Agreement. After one year, Customer shall pay the then-current hourly rate for all Exhibit B support services rendered.

Based on the services suggested above, the Project Management, Installation and Training Support Services, Interface Installation Services, and Hardware Quality Assurance Services costs will be a total of \$184,000. (Plus all actual and reasonable travel expenses incurred by New World divided proportionately between all New World customers visited on a single trip and actual employee travel time for Installation and Training up to but not exceeding four (4) hours per Customer visit.)

**6. Additional Services Available**

Other New World services may be required or requested for the following:

- a) additional software training;
- b) tailoring of Licensed Standard Software by New World technical staff and/or consultation with New World technical staff;
- c) New World consultation with other vendors or third parties;
- d) modifying the Licensed Standard Software;
- e) designing and programming Licensed Custom Software; and
- f) maintaining modified Licensed Standard Software and/or custom software.

Customer may request these additional services in writing using New World's Request For Service (RFS) procedure (or other appropriate procedures mutually agreed upon by Customer and New World).

**7. Payments for Project Management Services**

The payments for Project Management Services are covered under the Cost Summary and Payment Schedule in Exhibit AA.

**8. Payments for Interface Installation Services**

The payments for Interface Installation Services are covered under the Cost Summary and Payment Schedule in Exhibit AA.

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**Exhibit B / PROJECT MANAGEMENT, INSTALLATION AND TRAINING SUPPORT SERVICES AND FEES**

**9. Payments for Hardware Quality Assurance Installation Services**

The payments for Hardware Quality Assurance Installation Services are covered under the Cost Summary and Payment Schedule in Exhibit AA.

**10. Payments for Installation and Training Support Services and Travel Costs**

The payments for Installation and Training Support Services and Travel Costs are covered under the Cost Summary and Payment Schedule in Exhibit AA.

All hours for installation and training support services and all travel costs will be billed weekly for services provided in the previous calendar week.

Note: Any taxes imposed from the course of this Agreement are the responsibility of the Customer and Customer agrees to remit when imposed. If an exemption is claimed by the Customer, an exemption certificate must be submitted to New World.

**ALL PAYMENTS ARE DUE WITHIN THIRTY (30) DAYS FROM RECEIPT OF INVOICE**

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**EXHIBIT C**  
**STANDARD SOFTWARE MAINTENANCE AGREEMENT**

This Standard Software Maintenance Agreement (SSMA) between New World Systems Corporation (New World) and Hays County, Texas, (Customer) sets forth the standard software maintenance support services provided by New World.

**1. Warranty Period and Service Period**

The warranty period shall begin on the delivery date of the Licensed Standard Software and end 90 days later.

This SSMA shall remain in effect for a period of five (5) years (the SSMA term) beginning on the first day after the end of the warranty period (the start date) and ending on the same calendar date at the conclusion of the SSMA term.

**2. Services Included**

The following services or features are available under this SSMA:

- a) upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by New World);
- b) temporary fixes to Licensed Standard Software (see paragraph 6 below);
- c) revisions to Licensed Documentation;
- d) reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone); and
- e) invitation to and participation in user group meetings.

Items a, b, and c above will be distributed to Customer by electronic means.

Additional support services are available as requested by Customer using the then-current hourly rates or applicable fees. Exhibit B has a description of support services available.

**3. Maintenance for Modified Licensed Standard Software and Custom Software**

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If New World agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at Customer's request, or for prior releases of New World's software, then the additional New World maintenance or support services provided shall be billed at the then-current Exhibit B hourly fees plus reasonable expenses.

**4. Billing**

Maintenance costs will be billed annually, beginning on the start date and on the same day each year thereafter for the term of the SSMA. (Any Exhibit B support or service hours and travel costs incurred are billed weekly for the previous calendar week.)

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## Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

### 5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from New World will be added to the SSMA ninety (90) days after delivery. Costs for the maintenance for the additional software will be billed to Customer on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

### 6. Requests for Software Correction on Licensed Standard Software

At any time during the warranty period or during the SSMA period, if Customer believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, Customer must notify New World in writing that there is a claimed defect and specify which feature and/or report it believes to be defective. Before any notice is sent to New World, it must be reviewed and approved by the Customer Liaison. Documented examples of the claimed defect must accompany each notice. New World will review the documented notice and when a feature or report does not conform to the published specifications, New World will provide software correction service at no charge. (See paragraph 4.0 of the General Terms and Conditions of this Agreement for the New World warranties provided). A non-warranty request is handled as a billable Request For Service (RFS) (see Exhibit B).

The no-charge software correction service does not apply to any of the following:

- a) situations where the Licensed Standard Software has been changed by anyone other than New World personnel;
- b) situations where Customer's use or operations error causes incorrect information or reports to be generated; and
- c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

### 7. Maintenance Costs for Licensed Standard Software Packages Covered for .NET Server(s)

New World agrees to provide software maintenance at the costs listed below for the following New World Licensed Standard Software packages installed at Customer's location:

<u>Application Packages</u>	<u>Number of Modules</u>
1) Logos.NET Financial Management Base Suite	5
2) Logos.NET Additional Financial Management Software	5
3) Logos.NET Procurement Management Suite	4
4) Logos.NET Human Resources Management Base Suite	3
5) Logos.NET Human Resources	2
6) Logos.NET Benefits Management	1
7) Logos.NET Additional Payroll & HR Modules	4
8) eSuite Base Software	1
9) eFinance	1
10) eHR	3
NEW WORLD LICENSED STANDARD SOFTWARE LIST COST	<b><u>\$299,000</u></b>

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**Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT**

**Annual Maintenance Cost (5-Year Plan, Billed Annually)**

Warranty Period	90 Days
Year 1	<del>\$47,840.00</del>
Year 2	50,830
Year 3	53,820
Year 4	56,810
Year 5	59,800

For years 6 through 10, SSMA cost increases will be limited to the lesser of a 5% annual increase or the C.P.I. for the previous full calendar year.

**ALL PAYMENTS ARE DUE WITHIN ~~THIRTY (30)~~ DAYS FROM RECEIPT OF INVOICE**

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**EXHIBIT D**  
**NEW WORLD SYSTEMS CORPORATION**  
**NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES**

This Agreement, when accepted and executed by New World, grants the undersigned the permission to use and/or have limited access to certain New World Systems® Corporation (New World) proprietary and/or confidential information.

Installed At: Hays County  
Customer Name

Located At: 111 E. San Antonio, Suite 100  
San Marcos, TX 78666

Authorized Signature of Customer:

Name (Please Print or Type)	Title	Signature
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In exchange for the permission to use or have access to New World proprietary and/or confidential information, including without limitation, New World software and/or documentation, the organization and individual whose names appear below, agree to the following:

1. No copies in any form will be made of New World proprietary or confidential information without the expressed written consent of New World's President, including without limitation, the following:
  - a) Program Libraries, whether source code or object code;
  - b) Operating Control Language;
  - c) Test or Sample Files;
  - d) Program Listings;
  - e) Record Layouts;
  - f) All written confidential or proprietary information originating from New World including without limitation, documentation, such as user manuals and/or system manuals; and/or
  - g) All New World Product Bulletins and/or other New World Product related materials.
2. New World software, New World documentation, or other proprietary or confidential information shall not be used for any purpose other than processing the records of the Customer identified above as permitted in the Customer's *Standard Software License and Services Agreement* with New World.
3. The undersigned agree(s) that this Agreement may be enforced by injunction in addition to any other appropriate remedies available to New World. If it is determined that the money damages caused by the undersigned's failure to comply with the foregoing terms are difficult to ascertain, they are hereby estimated at liquidated damages of no less than three times the then-current License Fees for the License Software provided to Customer under the *Standard Software License and Service Agreement* between Customer and New World.

Agreed and Accepted by Third Party (Organization)

Agreed and Accepted by Third Party (Individual)

Organization: \_\_\_\_\_

Individual: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted and Approved by New World Systems Corp.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**EXHIBIT E**  
**DEMONSTRATION SITE DISCOUNT**

New World has provided Customer a significant discount in exchange for the privilege of using Customer's site for demonstration purposes. Accordingly, after the Licensed Software has been delivered and installed, Customer agrees to act as a demonstration site for prospective New World customers. Customer also agrees to serve as a reference or remote demonstration site on the telephone for prospective New World customers. By agreeing to be a demonstration site, Customer is not necessarily endorsing the New World software and Customer will not actively participate in any type of marketing and advertising campaign for or on behalf of New World.

Demonstrations will be coordinated with the appropriate Customer personnel and will be scheduled to minimize the interruption to Customer's operations. New World will provide Customer reasonable notice for preparation.

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**EXHIBIT F**  
**DATA FILE CONVERSION ASSISTANCE**

**New World** will provide conversion assistance to **Customer** to help convert the existing data files specified below. If additional files are identified after contract execution, estimates will be provided to **Customer** prior to **New World** beginning work on those newly identified files.

**General**

1. This conversion effort includes data coming from one unique database or source, not multiple sources.
2. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by **Customer** prior to providing the data to **New World**.

**New World Responsibilities**

1. **New World** will create and provide **Customer** with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by **New World** will commence until **Customer** approves this document.
2. **New World** will provide the data conversion programs to convert **Customer's** data from a single data source to the **New World Licensed Standard Software** for the specified files that contain 500 or more records.
3. As provided in the approved project plan for conversions, **New World** will schedule a conversion analysis trip and a separate data conversion testing trip to **Customer's** location. The conversion testing trip will be part of delivering the conversion programs to **Customer**.
4. **New World** will provide **Customer** up to 2 test sets of the converted data. Additional test sets requested may/will require additional conversion costs.
5. **New World** will provide warranty coverage for any conversion-related issue reported by **Customer** to **New World** within 30 days after the conversion is run in the live database.

**Customer Responsibilities**

1. Up to 5 discrete data file/modules from **Customer's** current database are included in this conversion. **Customer** will provide a list of discrete data files with descriptions of fields or data elements in each file.
2. Data will be submitted to **New World** in one or more of the following formats: AS/400 files, Microsoft SQL Server database, Microsoft Access database, Microsoft Excel spreadsheet, or an ASCII-format delimited text file. Data may be delivered using any common media or data-delivery format such as ¼-inch tape (AS/400), CD, DVD, USB device, hard drive, or FTP server.
3. **Customer** understands that files or tables containing less than 500 records or table entries will not be converted.

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#### **Exhibit F / DATA FILE CONVERSION ASSISTANCE**

4. A data dictionary (data descriptors) containing all data elements must be provided to New World for each file submitted with the media.
5. As provided in the project plan for conversions, Customer will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever New World staff is on site regarding conversions. Roughly a one to one ratio exists for Customer commitment and the New World commitment. Customer understands that thorough and timely testing of the converted data by Customer personnel is a key part of a successful data conversion.
6. Customer agrees to promptly review and signoff on both the conversion design document, and on the final conversions after appropriate review.

#### **Files to be converted:**

##### **Financial** (From a single source)

- *Vendor Information*
- *Asset Management (Fixed Assets)*
- *General Ledger Transaction File*

##### **Payroll** (From a single source)

- *Employee Information*
- *Employee Detail Earnings History*

#### **Customer Investment**

The cost for the Data File Conversion services is **\$20,000** and is to be paid as follows:

The payments for Data File Conversion Services are covered under the Cost Summary and Payment Schedule in Exhibit AA.

Note: Where applicable, travel costs for New World employees to complete the tasks for Exhibit F services are billed under the provisions of Exhibit B services. All travel to be mutually agreed upon by Customer and New World.

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## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:** Discussion and possible action to form a committee to review and recommend a Utility Relocation agent(s) for the road bond projects.

**CHECK ONE:**      **CONSENT**    ☒ **ACTION**      ☐ **EXECUTIVE SESSION**  
                         ☐ **WORKSHOP**      ☐ **PROCLAMATION**      ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED:** February 17, 2009

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY:** SUMTER

**SUMMARY:** See summary in 2/3/09 Agenda Packet.



## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Update of Hays County Strategic Policy Plan and State of Texas, Office of Comptroller, Local Government Management Assessment and Risk Assessments.**

**CHECK ONE:**      ☐ CONSENT      ☒ ACTION      ☐ EXECUTIVE SESSION  
                         ☐ WORKSHOP      ☐ PROCLAMATION      ☐ PRESENTATION

**PREFERRED MEETING DATE REQUESTED: February 17, 2009**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY: SUMTER**

**SUMMARY: Update of what is happening with moving forward with the Hays County Strategic Policy Plan and the requested broad based audit from the Comptrollers Office in January 2006.**

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:** Expert panel discussion on the role groundwater availability should play in the determination of lot sizing in the new development regulations, as well as the Classification of Groundwater Systems (Ch. 715, 1.04). Possible action to follow discussion.

**TYPE OF ITEM:** CONSENT-ACTION-PROCLAMATION-EXECUTIVE SESSION-**WORKSHOP**

**PREFERRED MEETING DATE REQUESTED:** February 17, 2009

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY:** Ford

**SUMMARY:** Expert Panel to discuss science and policy with regard to lot sizing and ground water availability within Hays County. Panelists have been invited from: BSEACD, EAA, HTGCD, TSU, TWDB, Rivers Institute. All not confirmed at agenda item submission deadline. Grant Jackson will moderate the panel. Also, refer to Chapter 715 in the proposed Development Regulations prior to workshop.

