

NAVARRO COUNTY COMMISSIONER'S COURT

A Special meeting of the Navarro County Commissioner's Court was held on Monday, the 30<sup>th</sup> day of September, 2013 at 10:00 a.m., in the Basement of the Navarro County Courthouse in Corsicana, Texas. Presiding Judge HM Davenport, Commissioners Present Jason Grant, Dick Martin, David Warren, and James Olsen.

1. 10:01 A.M. Motion to convene by Comm. Olsen sec by Comm. Warren  
All voted aye motion carried
2. Opening prayer by Judge Davenport
3. Pledge of Allegiance
4. Public Comments- No comments

**Consent Agenda**

Motion to approve consent agenda items 5 by Comm. Martin sec by Comm. Grant  
All voted aye motion carried

5. Motion to approve budget amendment in the amount of \$16,365.80 for additional courthouse security guard hired mid-year **TO WIT PG 1072**

**Regular Agenda**

6. Motion to approve participation in the Regional Public Defender for Capital Cases program for FY 2013 and 2014 by Comm. Martin sec by Comm. Grant  
All voted aye motion carried **TO WIT: No contract presented at time of court**
7. Motion to approve Regional Public Defender for Capital Cases program membership dues from Court Appointed Attorney (101-435-411) in District Court by Judge Davenport sec by Comm. Olsen  
All voted aye motion carried
8. Motion to approve Software License and Professional Services Agreement with Business Microvar, Inc. dba InterDyn BMI by Comm. Olsen sec by Comm. Grant  
All voted aye motion carried **TO WIT PG 1073-1077**
9. Motion to go into Executive Session Pursuant to the Texas Government Code Section 551.074 to Discuss personnel by Comm. Grant sec by Comm. Warren  
All voted aye motion carried

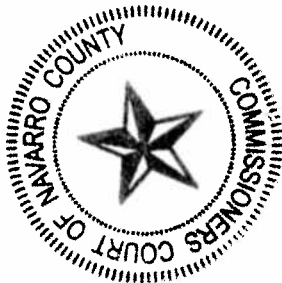
Motion to come out of Executive Session by Comm. Grant sec by Comm. Warren  
All voted aye motion carried

10. No action taken on Executive Session Pursuant to the Texas Government Code Section 551.074 to discuss personnel
11. Motion to go into Executive Session Pursuant to the Texas Government Code Section 551.072 to discuss Real property by Comm. Grant sec by Comm. Warren  
All voted aye motion carried
12. No action taken on Executive Session pursuant to the Texas Government Code Section 551.072 to discuss Real Property
13. Motion to adjourn by Comm. Martin sec by Comm. Warren  
All voted aye motion carried

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR SEPTEMBER 30<sup>th</sup>, 2013.

SIGNED \_\_\_\_\_ 30<sup>th</sup> \_\_\_\_\_ DAY OF SEPTEMBER 2013.

  
SHERRY DOWD, COUNTY CLERK



1072


Navarro County, Texas  
Special Budget Amendment  
For the Fiscal Year Ending 9/30/2013

**Budget Amendment for Courthouse Security Guard**

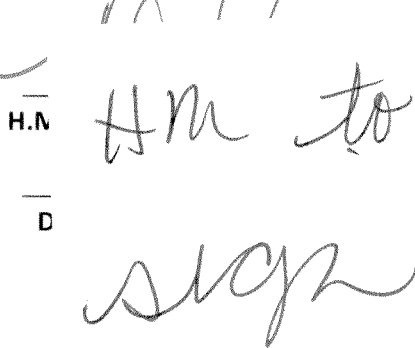
Fund/Dept	Description	Current Budget	Increase (Decrease)	Revised Budget
<b>Line Item</b>	<b>Courthouse</b>			
101 410 110	Bldg Security Personnel	\$36,368.00	\$13,413.31	\$49,781.31
101 410 115	Incentive	\$2,880.00	(\$480.00)	\$2,400.00
101 410 201	Social Security (FICA)	8,913.00	591.10	9,504.10
101 410 202	Medicare	2,085.00	138.03	2,223.03
101 410 203	Retirement	15,252.00	361.29	15,613.29
101 410 204	Group Medical Insurance	30,972.00	3,213.56	34,185.56
101 410 205	Unemployment Insurance	215.00	(15.79)	199.21
101 410 206	Workers' Compensation	6,498.00	(855.70)	5,642.30
			16,365.80	

This budget adjustment is needed to cover the salary of the second security guard hired mid year for the Courthouse


Submitted by:

  
 Kathy B. Hollomon, Auditor  
 9/30/13  
 Date

Submitted by:

  
 HM to  
 sign

Approved by Commissioners Ct:

  
 Report, County Judge  
 -30-13

**SOFTWARE LICENSE  
AND  
PROFESSIONAL SERVICES AGREEMENT**

This Software License and Professional Services Agreement ("Agreement") made and effective this 30th day of September, 2013 and between Business Microvar, Inc., DBA: InterDyn BMI, a Minnesota Corporation ("Vendor") and Navarro County, ("Customer") a county within the State of Texas.

Whereas Vendor is an authorized reseller of Microsoft Dynamics GP and other certain third-party software and the provider of professional services related thereto; and

Whereas Customer desires to purchase a license to certain Microsoft Dynamics GP and third-party software along with professional services from Vendor.

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

1. Scope of License and Services.

Customer agrees to purchase the product (the "Software") and *estimated* Professional Services as shown on the attached "Schedule A" from Vendor. The Software is licensed, not sold from Microsoft Corporation. The third-party license terms included with the Software define the legal conditions under which Customer can use the Software.

The Software ships with standard forms and reports. Requests for modifications or new reports not specifically identified in "Schedule A" will be billable when the service is performed. Vendor may assist in setting up initial data backups; however, the Company is responsible for checking to ensure that backups take place, and for maintaining backups of all data on an on-going basis.

2. Price/Terms/Deposit Required/Rates.

**Software Price:**

Customer shall pay Vendor for the Software (including applicable sales if required in the State of Texas) the sum of **\$57,962.00** [\$51,531 for the County and \$6,431 for the District Clerk – No Texas Sales Tax is due]. Customer shall make payment of the purchase price according to the following terms:

**Software Terms:**

Software and any applicable taxes are due with the signing of this contract, but no later than September 30, 2013.

**Professional Services (Estimated Price):**

Estimated Professional Services in the amount of \$73,515.00 [\$67,080.00 for the County and \$6,435 for the District Clerk]. will be billed as services are performed, at the rate of \$195/hour. Customer understands that the amount shown above is an "Estimate", and that actual billing may be more or less than the "Estimate", however Vendor will not bill Customer any amounts above the amounts above, unless Customer has agreed to same.

**Professional Services Terms:**

A deposit for a block of   0   hours of Professional Services at the rate of \$195.00 per hour is required with the signing of this contract. This deposit will be applied against Professional Service billings until the deposit is exhausted. The remainder of any partially applied invoice, and all future Professional Service invoices are due within 30 days, but are not considered past due until the 45<sup>th</sup> day past the invoice date.

Sellers Initials: \_\_\_\_\_  
Buyers Initials: skd

<b>Contract Totals</b>	
Software (Including Taxes and Shipping)	\$ 57,962.00
Estimated Professional Services	<u>\$ 73,515.00</u>
Total Software and Estimated Professional Services	<b>\$131,477.00</b>

<b>Deposit Requirement:</b>	
100% of Software (Including Taxes and Shipping)	\$ 57,962.00
Less: Maintenance on Companion Software (to be paid next year)	(\$ 3,687.00)
<u>0</u> Hour Prepaid Block of Professional Services	<u>\$ waived</u>
Total Deposit Required with the Contract	<b>\$ 54,275.00</b>

In the event that the billing invoices are not timely paid, in addition to its other remedies, Vendor may impose, and Customer shall pay, a late payment charge equal to one and a half percent (1.5%) of the overdue amount each month.

**Billing Rates and Understandings:**

The minimum charge for on-site support is four (4) hours. Travel Time will be billed in addition to all on-site services at ½ the current rate for the actual time traveled. Telephone support charges are billed in fifteen (15) minute minimum in fifteen (15) minute increments.

In addition, billings will include directly connected out-of-pocket expenses reasonably incurred on the Customer's behalf. Customer will approve any such costs. Costs incurred to rectify any unanticipated operational problems with hardware, end user personnel, or present operating systems will be billed as additional charges. The Customer agrees to pay all billings upon receipt, and understands that this contract may be terminated and support withheld by the Vendor, InterDyn BMI, if the Customer is more than thirty (60) days past due on any invoice.

<b>Current Billing Rates:</b>	
\$195.00 per hour	Professional Consultants
\$195.00 per hour	Custom Programming
\$195.00 per hour	Project Management
Double Time at the current rate	Holidays
Time and Half at the current rate	Weekends
<b>Rates are subject to change with 90 day notice</b>	

Sellers Initials: \_\_\_\_\_

Buyers Initials:

### 3. Shipping.

Microsoft no longer ships software but makes such available for download only, upon payment of software license fees to InterDyn BMI.

### 4. Warranty.

Vendor warrants that the Software shall be free of all liens and encumbrances at the time of delivery, except for any lien or encumbrance created or permitted to be created by Customer. Vendor warrants that it is the owner of the Software or otherwise has the right to sell the Software and otherwise perform Vendor's obligations set forth in this Agreement and neither knows, nor has any reason to know of the existence of any outstanding title or claim of title hostile to the rights of Vendor in the Software. EXCEPT AS SET FORTH HEREIN, VENDOR MAKES NO WARRANTY TO CUSTOMER WITH RESPECT TO THE SOFTWARE, AND CUSTOMER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### 5. Ownership of Software.

Vendor and its third-party providers retain title to and ownership of the Software, respectively. Customer acknowledges that the Software belongs and is proprietary to Vendor, Microsoft, or its third-party providers, as applicable, and shall at all times remain their property. The user license granted by this Agreement and/or included with the Software does not give Customer any ownership interest in the Software, but only the right to use the Software under the specified terms. The license granted to Customer does *not* include access to or any copies of the source code for the Software, unless otherwise provided for in a separate written agreement.

### 6. Limitation of Liability.

In no event shall Vendor be liable for any special, indirect, incidental or consequential damages arising out of or connected with this Agreement or the Software, regardless of whether a claim is based on contract, tort, strict liability or otherwise, nor shall Customer's damages exceed the amount of the purchase price of the Software.

### 7. Taxes.

Customer shall pay or reimburse Vendor as appropriate for any sales, use, excise or other tax imposed or levied with respect to the payment of the purchase price for the Software or the conveyance of title in the Software to Customer. In no event shall Customer be responsible for any tax imposed upon Vendor based upon Vendor's income or for the privilege of doing business. If the Customer is Tax Exempt, then a completed tax exemption certificate is required with this signed agreement.

### 8. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to Vendor:  
InterDyn BMI  
5433 Westheimer  
Suite 1000  
Houston, TX 77056

If to Customer:  
Navarro County Texas  
300 West 3<sup>rd</sup> Avenue  
Corsicana, TX 75110

Sellers Initials: \_\_\_\_\_

Buyers Initials: 

9. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the state of Texas. If collection is required, the Customer agrees to pay interest, court costs and attorney's fees incurred in the collection of past due amounts. For Legal Fees in connection with any litigation, including appellate proceedings, arising under this Agreement or any related agreement contemplated herein, the prevailing Party in such litigation shall be entitled to recover reasonable attorney's fees, paralegal fees, law clerk fees and other legal costs and expenses from the losing Party.

10. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof, excluding license terms for the Software, provided directly by Microsoft or any third party software publishers. This Agreement may be modified only by a further writing that is duly executed by both parties. This engagement does not include any product or professional services not specifically identified in the attached "Schedule A".

11. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

12. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

13. Hiring Fee.

Customer shall not solicit for hire, or hire employees of Vendor. If Customer provides employment to Vendor's employee within one (1) year of termination/resignation, or hires the employee as a temporary, then the Customer shall pay the Vendor the amount of \$20,000.00.

This part of the agreement is valid for up to one (1) year after the termination of the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

InterDyn BMI

Navarro County Texas

By: \_\_\_\_\_  
Bryan L. Wilton

By: \_\_\_\_\_  
H.M. Davenport

As: President

As: County Judge

Sellers Initials: \_\_\_\_\_

Buyers Initials:

Page: 1/1  
 Invoice 00051103  
 Date: 9/27/2013  
 Payment Terms Net Due  
 Account Executive BLW

**Bill To:** Navarro County Texas  
 Navarro County Courthouse  
 300 West 3rd Ave  
 Corsicana TX 75110

**Microsoft Partner**

Enterprise Resource Planning  
 Customer Relationship Management

Date	Item	Description	Units	Amount
9/27/2013	GP 2013 Starter	GP 2013 Starter Pack - Includes 3 Full Users	1	\$5,000.00
9/27/2013	GP SM Addl Usrs	Dynamics GP 2013 Additional User	8	\$24,000.00
9/27/2013		Dynamics GP2013 Customization Pack	1	\$6,000.00
9/27/2013	GP ENH NT	Microsoft Dynamics GP Annual Maintenance - First Ye	1	\$6,300.00
9/27/2013	MEKRMA MC AP/PA	Mekorma MICR for Payables and Payroll	1	\$2,950.00
9/27/2013		Time Matrix - Unlimited Users	1	\$8,000.00
9/27/2013	EONE	eOne Extender Enterprise (priced at Extender standa	1	\$2,450.00
9/27/2013		Intech Worldwide Court Management System Integratio	1	\$5,575.00
9/27/2013	GPS DISCOUNT	Microsoft Discount - Expires 9/30/2013	1	(\$6,000.00)

Subtotal: \$54,275.00  
 Tax: \$0.00  
**Total: \$54,275.00**