

THE UVALDE COUNTY COMMISSIONERS COURT WILL MEET AT 10 AM ON MONDAY, FEBRUARY 12TH, 2024 IN THE COMMISSIONERS COURTROOM OF THE UVALDE COUNTY COURTHOUSE


AGENDA

1. Consider and act upon call to order, invocation and pledge of allegiance
2. Consider and act upon approval of minutes
3. Consider and act upon final plat of "Haby's X-ing" subdivision
4. Consider and act upon possible private resale of property, tax account 14053
5. Consider and act upon sound system Capital Improvement at Uvalde County Fairplex
6. Consider and act upon change order for justice center roof repair
7. Consider and act upon approval of extension to SERVPRO contract for TAC office repair
8. Consider and act upon ratification of SERVPRO contract for repairs at justice center
9. Consider and act upon computer system sonicwall renewal with HTS
10. Consider and act upon addendum 14 with Local Government Solutions for data processing
11. Consider and act upon addendum 15 with Local Government Solutions for data processing
12. Consider and act upon renewal of copier machine contracts
13. Consider and act upon certificate of achievement for excellence in financial reporting
14. Consider and act upon Road Administrators report
15. Consider and act upon line item budget amendments
16. Consider and act upon payment of bills
17. Consider and act upon approval of monthly reports
18. Consider and act upon payroll approval
19. Consider and act upon resolutions/proclamations

CERTIFICATE: I certify the above and foregoing was posted in compliance with Section's 551.043 and 551.049, Texas Government Code at 10 AM on February 7th, 2024. Persons with disabilities who plan on attending this meeting and who may require auxiliary aids are requested to contact Administrative Assistant Helly Moncada in the office of the Uvalde County Judge no later than 4 PM on Thursday prior to the meeting.




WILLIAM R. MITCHELL
UVALDE COUNTY JUDGE

FILED
This 7th day of Feb, A.D. 2024
at 9:01 o'clock A.M.
DONNA M. WILLIAMS
County Clerk, Uvalde County, Texas
By 
Deputy

**1. CONSIDER AND ACT UPON CALL TO ORDER, INVOCATION AND
PLEDGE OF ALLEGIANCE**

2. CONSIDER AND ACT UPON APPROVAL OF MINUTES

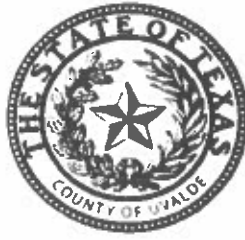
January 22, 2024

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**



MINUTES

BE IT REMEMBERED that on the 22nd of January, 2024, the Honorable Commissioners Court of Uvalde County, Texas convened at 10:00am in regular session in the Commissioners Courtroom of the Uvalde County Courthouse. The following members were in attendance:

William R. Mitchell, *County Judge*
John Yeackle, *Commissioner Pct. #1*
Jerry W. Bates, *Commissioner Pct. #3*
Ronnie Garza, *Commissioner Pct. #4*
Griselda Medrano, *Chief Deputy County Clerk*
John P. Dodson, *County Attorney*

Also present were, *County Treasurer* Joni Deorsam, *County Tax-Assessor Collector* Rita Verstuyft, *County Auditor* Alice Chapman, *County Road Administrator* Dee Kirkpatrick

Absent: Mariano Pargas, *Commissioner Pct. #2*,

1. Consider and act upon call to order, invocation and pledge of allegiance:

The Honorable William R. Mitchell, Uvalde County Judge, called the meeting of January 22, 2024 to order at 10:00 AM, followed with the invocation, led the Pledge of Allegiance, and the Texas Pledge of Allegiance.

2. Consider and act upon approval of minutes:

Motion by Commissioner Bates to approve the Minutes of January 8, 2024, as presented.
Motion seconded by Commissioner Yeackle.
Motion unanimously carried (3 - 0). (See Attached)

3. Consider and act upon preliminary plat of proposed “Haby’s X-ing” Subdivision:

Motion by Commissioner Garza to approve the preliminary plat, as presented.

Motion seconded by Commissioner Bates.

Motion unanimously carried (3 - 0). (See Attached)

4. Consider and act upon resolution in support of Border Region Radio project grant:

Carl Esser presented.

Motion by Commissioner Bates to approve the resolution in support of the grant.

Motion seconded by Commissioner Yeackle.

Motion unanimously carried (3 - 0). (See Attached)

5. Consider and act upon check award presentation of TDA 2024 Home Delivered Meal program:

Carl Esser presented.

Motion by Commissioner Bates to approve the awarded program funding, as presented.

Motion seconded by Commissioner Yeackle.

Motion unanimously carried (3 - 0).

6. Consider and act upon check award presentation of CDV Knippa fire truck and park improvement grant:

Carl Esser presented.

Motion by Commissioner Bates to approve the awarded grant funding, as presented.

Motion seconded by Commissioner Garza.

Motion unanimously carried (3 - 0).

7. Consider and act upon check award presentation of CFC Knippa Waterline and Street improvement grant:

Carl Esser presented.

Motion by Commissioner Bates to approve the awarded grant funding, as presented.

Motion seconded by Commissioner Garza.

Motion unanimously carried (3 - 0).

8. Consider and act upon certificate of completion awarded to District Clerk Christina Ovalle:

Motion by Commissioner Garza to approve the certificate of completion.
Motion seconded by Commissioner Bates.
Motion unanimously carried (3 - 0). (See Attached)

9. Consider and act upon Road Administrators Report:

Report by Road Administrator Dee Kirkpatrick.
Motion by Commissioner Bates to approve the report.
Motion seconded by Commissioner Yeackle.
Motion unanimously carried (3 - 0). (See Attached)

10. Consider and act upon line-item budget amendments:

No items presented for consideration.

11. Consider and act upon payment of bills:

Motion by Commissioner Bates to approve the payment of bills.
Motion seconded by Commissioner Garza.
Motion unanimously carried (3 - 0).

12. Consider and act upon approval of monthly reports:

Monthly reports that are on file for review in the County Clerk's Office were presented for consideration and approval.
Motion by Commissioner Bates to approve the monthly reports.
Motion seconded by Commissioner Garza.
Motion unanimously carried (3 - 0). (See Attached)

13. Consider and act upon payroll approval:

Public Participants spoke in opposition to approving payroll.
Motion by Commissioner Bates to approve payroll.
Motion seconded by Commissioner Yeackle.
Motion unanimously carried (3 - 0). (See Attached)

14. Consider and act upon resolutions/proclamations:

The Court approved resolutions and closed the meeting in honor of the memory of the following individuals:

JEAN MARIE CASTRO †
JAMES G. DAVIS, JR. †
LARRY G. MUNOZ, JR. †
JAMES POLLOCK †

With no further business, the meeting of January 22, 2024 was adjourned at 10:50am. Exhibits identified under a specific agenda item are included as supporting documentation of the actions taken by the Uvalde County Commissioners Court, and are placed after the minutes and before the page titled Commissioners Court Order.

**3. CONSIDER AND ACT UPON FINAL PLAT OF “HABY’S X-ING”
SUBDIVISION**

After the agenda was posted, the applicant requested this item be taken off the agenda for re-submission at a later date.

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

**4. CONSIDER AND ACT UPON PRIVATE RESALE OF PROPERTY,
TAX ACCOUNT 14053**

**Carlos Arce, representing the county's tax firm of Perdue Brandon
Fielder Collins and Mott, will be present to discuss the possible resale of
property associated with account number 14053**

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

Helly Moncada

From: Destinee Reyes <dreyes@pbfc.com>
Sent: Wednesday, January 31, 2024 3:39 PM
To: Helly Moncada
Cc: Carlos M. Arce
Subject: Agenda Request - Feb. 12, 2024 Uvalde Commissioners Court Meeting
Attachments: PID 14053 - BID - CINCO BLUE INVESTMENTS, LLC.pdf; PID 14053 - RESALE DISTRIBUTION SHEET - CINCO BLUE INVESTMENTS, LLC.pdf

Good afternoon Helly,

Can we please have the following item added to the Commissioners Court agenda for the meeting on February 12, 2024?
Discussion and possible action to approve the private resale of property account no. 14053.

I have attached the supporting documents to this email, and Mr. Arce will be present at the meeting to answer any questions the court may have.

Please let me know if you have any questions or if there are any issues; otherwise, please send me confirmation that our item has been added to the agenda.

Thank you so much!

Destinee Wilson

Lead Legal Assistant



p: 210-998-3230 x2 **d:** 210-780-7716 **f:** 210-998-3231

a: 613 NW Loop 410; Suite 550, San Antonio, Texas 78216

w: www.pbfc.com **e:** dreyes@pbfc.com

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OFFICIAL BID FORM-TAX RESALE PROPERTY UVALDE COUNTY

You may bid on any or all of the parcels available- *that do not already have an offer pending.* Please enter the amount you wish to bid. Uvalde County reserves the right to accept or reject any or all bids. No title insurance or survey will be provided. Property is being sold "as is", "where is" and "without warranty".

(All Resale Offers are subject to a Resale Deed Recording Fee)

Cause Number	Account Number	Amount Offered for Resale Property (this does not include post-judgment taxes)
2016-09-31315	14053	\$ 1,500.00

By my signature below, I certify that I understand the conditions and limitations of this sale, as well as the restrictions on the use of the property as set forth in the Texas Property Tax code. I understand that I am responsible for post-judgment taxes and will pay them within 30 days of confirmation of bid approval. I agree to indemnify the county and its attorney and agent from any action or damages arising from the purchase of this property.

Your filled out form should be mailed to: PBFCM, 613 NW Loop 410 Suite 550, San Antonio TX 78216; e-mailed to SAOFFICE@pbfc.com; OR faxed to (210) 998-3231.

CINCO BLUE INVESTMENTS, LLC
 Bidder's Name (Please Print or Type)
 (Name wanted on deed)

BK Kingsberry
 Bidder's Signature

P.O. BOX 692, UVALDE, TX 78802
 Bidder's Address
 (Address wanted on deed)

830-591-8005 bruce@kingsberry.com
 Bidder's Telephone / Email Address

UVALDE TX 78802
 City Zip

9-1-23
 Date

Sale Date: 7/2/2019
 Judgment Date: 4/24/2017

Cause Number: 2016-09-31315-TX

File # 170367

UVALDE COUNTY APPRAISAL DISTRICT vs. FEDERICO GARZA, ET AL

Tract: 1 GEO: 14053
 EAST 1/2 OF LOT 1, BLOCK 80, OPPENHEIMER OR NORTH UVALDE ADDITION,
 CITY OF UVALDE, UVALDE COUNTY, TEXAS

Description	Amount Written Off	Due from Resale Proceeds
Publication Fees		
Publication in Newspaper (PBFCM)	\$0.00	\$175.00
Total Publication Fees		\$175.00
Court Costs Due District Clerk		
Court Costs (UVALDE DISTRICT CLERK)	\$0.00	\$1,058.00
Total Court Costs Due District Clerk		\$1,058.00
Constable Or Sheriffs Fees And Commissions		
Constable Fees and/or Commission (UVALDE COUNTY SHERIFF)		\$83.00
Sheriff's Fee - Tax Sale (UVALDE COUNTY SHERIFF)		\$55.00
Total Constable Or Sheriffs Fees And Commissions		\$138.00
Taxes		
14053: UVALDE COUNTY APPRAISAL DISTRICT: 2006-2016	\$2,416.38	\$129.00
Total Taxes		\$129.00
Recording Fees		
Recording Fee (PBFCM)	\$34.00	\$0.00
Total Recording Fees		\$0.00
Escheated Amounts		
NO EXCESS FUNDS		\$0.00
Total Escheated Amounts		\$0.00
Original Minimum Bid		\$4,025.52
Amount Offered for Resale		\$1,500.00

Post-Judgment Taxes

Entity	Years	Amount Owed (as of JANUARY 2024)
UVALDE COUNTY	2017-2019	\$219.71
CITY OF UVALDE	2017-2019	\$260.00
UVALDE CISD	2017-2019	\$454.84
SWTJC	2017-2019	\$58.47
UND. WATER	2017-2019	\$4.33
ROAD / FLD	2017-2019	\$43.95

5. CONSIDER AND ACT UPON SOUND SYSTEM CAPITAL IMPROVEMENT AT UVALDE COUNTY FAIRPLEX

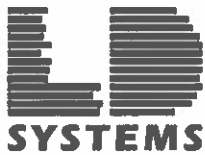
Fairplex Director Wendy Speer will appear outlining the need to improve the sound system in the main arena at the Uvalde County Fairplex.

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**



CONTRACT FOR EQUIPMENT AND INSTALLATION OF TECHNICAL SYSTEMS AND BILL OF SALE

L-D SYSTEMS, L.P., hereinafter referred to as **SELLER**, is engaged in the business of manufacturing, designing, and installing technical equipment and in selling same to purchasers thereof; and

WHEREAS, **Uvalde County Fairplex**, hereinafter referred to as **BUYER**, is desirous of contracting for the manufacture, design, installation and/or purchase of technical equipment, being the same equipment particularly described in the Exhibit, attached hereto and made a part of for all purposes, from Seller;

THEREFORE, BUYER AND SELLER AGREE TO THE FOLLOWING:

1. **SALE OF SYSTEM** The Seller hereby agrees to sell to the Buyer, and the Buyer hereby agrees to purchase from the Seller, according to the terms and conditions hereinafter stated, the system components itemized in the Exhibit, attached hereto and hereinafter referred to as the "system", reference to which is made for all purposes as if written herein verbatim. Seller does hereby bind itself, its successors and assigns to forever Warrant and Defend the title, and does hereby warrant and defend the aforesaid system unto the Buyer, its successors and assigns, against the claim or claims of any and all persons and parties whomsoever.

2. **INSTALLATION** Seller shall install the system described in the Exhibit at Buyer's location of:

**Uvalde County Fairplex
215 Veterans Lane, Box 13
Uvalde, TX 78801**

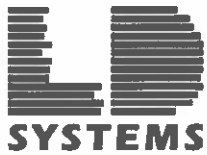
The payment for such installation is included in the purchase price hereafter stated. Seller shall furnish all materials, equipment, and personnel necessary to effect the complete installation of the system, **WITH THE EXCEPTION OF** electrical power wiring and cabling conduit systems as necessary.

3. **SUPPLY CHAIN ISSUES** Due to current global supply chain challenges, material delivery dates are unpredictable, often requiring product substitutions and/or resulting in shipment delays. If these conditions result in schedule delays or cost adjustments, LD systems will communicate these changes to the client as they occur.

4. **WORK BY OTHERS** Seller shall provide specifications to Buyer for the wiring to be done by the Buyer's site electrician. Said specifications shall be for electrical wiring to properly power the system, and for associated wiring pathways and/or conduits from any one equipment location to other equipment locations.

ALL CHARGES FOR THE ABOVE MENTIONED WIRING AND CONDUITS, AS WELL AS THEIR INSTALLATION, SHALL BE AT THE SOLE EXPENSE OF THE BUYER.

It is expressly agreed and understood that failure by Buyer to provide the Work By Others as stated above may adversely affect the final date of completion as stated in Paragraph 10 (COMPLETION DATE).



- 5. WARRANTIES** Seller warrants all equipment to be initially free from defects in materials. Workmanship is warranted for a period of one year from completion. All manufacturers' individual warranties will be honored by Seller or manufacturers' warranty service centers to their fullest extent. All warranty work done on any equipment is preferred to be the responsibility of Seller. All warranty repairs shall be made at no cost to Buyer; however, Seller shall notify Buyer of any charges for non-warranty repairs before work is performed.

THE FOLLOWING ITEMS ARE NOT COVERED BY THIS WARRANTY:

- 1) Damage resulting from accident, misuse, abuse, or neglect.
- 2) Damage resulting from failure by Buyer or his agents to perform basic daily maintenance and/or calibration, or otherwise resulting from failure to follow instructions contained in Owners Manual.
- 3) Damage resulting from modification, repair, or attempted repair by anyone other than Sellers personnel, or others specifically authorized by Seller.
- 4) Damage from causes other than product defects, including lack of technical skill, competence, or experience of the end user.
- 5) Normal wear and tear.

LIMITATION OF IMPLIED WARRANTY

Seller hereby disclaims any and all warranties not expressly made herein. For the sake of clarity, Seller disclaims all implied warranties **INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.**

EXCLUSION OF DAMAGES

Seller's liability for any defective or materially non-conforming product is limited to repair or replacement of the product at Sellers discretion. Seller shall not be liable, and Buyer waives any claims for:

- 1) Damages based upon inconvenience, lost profits, loss of production, loss of use of the product, loss of time, interrupted operation, or commercial loss; or
- 2) Any other damages, whether incidental, consequential, or otherwise.

The foregoing limitations of liability and waivers of damages shall apply to any and all circumstances and any and all Buyer's claims whether such claims arise from this agreement, tort (including negligence) and/or other applicable law.

SELLER'S MAXIMUM CUMULATIVE LIABILITY TO BUYER FOR ANY AND ALL CLAIMS OR SERIES OF CLAIMS IN THE AGGREGATE ARISING OUT OF OR IN CONNECTION WITH ANY GOODS, LABOR, AND/OR SERVICES FURNISHED BY SELLER SHALL NOT EXCEED 100% OF THE PRICE OF SUCH GOODS, LABOR, AND/OR SERVICES REGARDLESS OF WHETHER SUCH CLAIMS ARISE FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER APPLICABLE LAW.

- 6. INDEMNITY** Buyer shall indemnify, defend, and hold harmless Seller and Seller's employees, agents, officers, members, partners, successors, and assigns from any and all claims caused in part or in whole by the negligence or other fault of Buyer or Buyer's other contractors, suppliers, and subcontractors.



- 7. **DOCUMENTATION** Seller shall furnish to Buyer documentation describing the system and its proper operation and maintenance. By providing this documentation, Seller does not release Buyer of any responsibilities regarding system misuse or misadjustments as stated in Paragraph 5 (WARRANTIES).
- 8. **COMPENSATION** Buyer shall pay to Seller the sum of **\$97,025.61**, plus any applicable taxes and freight charges, as compensation to Seller for the manufacture, design, installation and/or purchase of technical equipment, that being the system described in the Exhibit. If Buyer is tax exempt, Buyer must sign a tax exemption form or add tax to the total. The payment schedule shall be as follows:

%	PAYMENT AMOUNT	DUE UPON
50%	\$ 48,512.81	Contract Date of: 01/30/2024
50%	\$ 48,512.80	Substantial Completion
	TBD	Applicable Taxes and Freight

Buyer understands that title to all equipment remains with Seller until the final payment has been received by Seller. The undersigned representative of Buyer warrants and represents that Buyer has sufficient funds to pay the foregoing amounts to Seller.

Buyer understands that Seller has rights governed by The Texas Property Code Sections 53.001 through 53.176 which contain the general provisions for filing a Lien against a privately owned property in Texas and Sections 53.251 through 53.260 set forth special requirements for filing a Lien against a "residential" Property in Texas. Furthermore, Texas Government Code Chapter 2253 sets forth the requirements, procedures, and deadlines for making a Claim against a Public Payment Bond. Seller intends to file all preliminary and mandatory notices according to these requirements whether buyer is delinquent or current in order to protect its rights.

Interest shall accrue on amounts past due at a monthly rate of 1.5% or the maximum permitted by law. In the event that legal action is required to collect money due for goods, labor, and/or services, Buyer shall pay all reasonable costs, including without limitation, collection agency costs, attorney's fees, legal costs, and court costs incurred by Seller.

- 9. **DESIGNATED REPRESENTATIVES** All correspondence and contact regarding the agreements and duties herein contained shall be conducted through the designated representatives listed below:

The name and address of the designated representative of **Seller** shall be:

L-D SYSTEMS, L.P.
Jordan Pierce
407 GARDEN OAKS
HOUSTON, TEXAS, 77018

L-D Systems, L.P. | 407 Garden Oaks Blvd. | Houston, Texas 77018 | Phone 713.695.9400 | Fax 713.695.8015



The name and address of the designated representative of **Buyer** shall be:

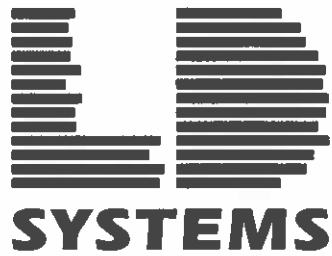
Uvalde County
Wendy Speer
830-591-9040
wspeer@uvaldecountry.com
215 Veterans Lane, BOX 13
Uvalde, TX 78801

- 10. COMPLETION DATE** Seller shall complete the installation by **05/03/2024** and make every effort to deliver the System to Buyer by this date. Buyer understands that delivery shall not be made on time at the expense of proper assembly and operational verification of the system. It is agreed by both Buyer and Seller that a complete and correct system shall be of more importance than meeting the specified delivery date.
- 11. ENTIRE AGREEMENT** This Contract, together with the attached Exhibit, embodies the entire agreement between the parties. It may not be modified or terminated except as herein provided, or by written agreement. If any provision herein is invalid it shall be considered deleted herefrom and shall not invalidate the remaining provisions.
- 12. LAW AND VENUE** This Contract is executed in Texas, and all rights and liabilities hereunder shall be determined in accordance with the laws of the State of Texas. Any and all lawsuits filed by either Seller or Buyer based on claims arising from or related to this agreement shall be filed in a court located in Harris County, Texas.
- 13. TIME IS OF THE ESSENCE** The time herein mentioned, within which the Buyer and Seller are required to perform, shall be of the essence of this Contract.
- 14. ASSIGNMENT** This Contract is not assignable by either party without the written consent of the other party to this Contract.
- 15. AUTHORITY** Each signatory hereto states that he is authorized to represent each respective party hereto and to contract on behalf of each party, respectively.

ALL TERMS AND CONDITIONS ARE AGREED TO THIS 30TH DAY OF January 2024 BY:

L-D SYSTEMS, L.P.		AND	Uvalde County Fairplex	
	01/30/24			
Sales Engineer's Signature	Date		Buyer's Signature	Date
Jordan Pierce				
Sales Engineer's Printed Name			Buyer's Printed Name	

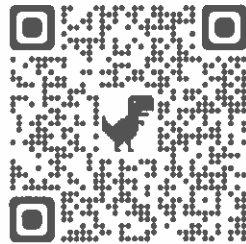
Exhibit A
Proposal To:
Uvalde County Fairplex
Wendy Speer
November 2, 2023



Fairplex Arena Audio System

Prepared By:
JordanPierce
jpierce@ldsystems.com

LD Systems - San Antonio



5913 Distribution
San Antonio, Texas, 78218
800.229.2686
www.ldsystems.com

ARENA

SCOPE

Project Summary

LD Systems will install a Danley Sound Audio System for the Arena Main Dirt and Arena Seating that will produce clear, full range audio from 18kHz down to 26Hz. We will also update and refresh the Audio Booth with a new Digital Mixer, 4 new wireless mics, and 2 new table top announcer mics.

Booth Audio System

- A new Allen & Heath SQ-5 Digital Mixer will replace the current analog mixer. It will be able to mix up to 48 inputs in the size of the current mixer. It will include full parametric EQ, effects, compression and gates on each input as well as each output. You will be able to save your settings and recall them back with the press of a button.
- 4 new Shure wireless microphones will replace the current setup with digital wireless transmission. 2 units will be body packs to connect a head worn mic for rodeo clowns and announcers on the floor needing their hands to be free while speaking and an in-line mute switch will allow them to easily mute their mic. 2 hand held mics will be for singing the national anthem and interviews in the stands. An antenna combiner with external antenna paddle will be included to prevent microphone drop outs.
- 2 SM58 microphones with mute switches will be placed on table top mic stands for announcers.
- A new AV equipment rack will be installed to enclose the equipment. Panels will be ventilated and a fan kit will be added to make sure the heat is extracted from the equipment inside.

Arena Speaker System

- 2 Danley SH96HO speakers with 2 TH118XL horn loaded subwoofers will be suspended from the structure above to cover the Arena Seating evenly.
- 3 Danley OS80 Synergy Horn loud speakers will be suspended from structure above to cover the Arena Main Dirt for performers and competitors.
- 2 Danley DNA 20K Pro multi-channel amplified controllers will provide all the amplification and processing needed.

Work by Others

- Any and all electrical work including powered electrical circuits and conduit for low voltage cables is not included in this proposal and must be provided by the owner in accordance with NEC guidelines. All electrical work necessary for this project will be specified by LD Systems Engineering and must be completed prior to the scheduled install date.
- It is anticipated that 2- 30 Amp 120V receptacles and 2- 20 Amp 120V receptacles will be needed in the Booth for the AV equipment. Conduit will also be needed from the Booth to general speaker location to pull 15 pairs of 10 gauge speaker wire.

PROJECT SUMMARY

LOCATIONS

	TOTAL
ARENA	\$96,955.61
LOCATIONS TOTAL	\$96,955.61

SYSTEMS

	TOTAL
BOOTH AUDIO	\$12,759.63
SPEAKER SYSTEM	\$57,730.98
SOFT COSTS & MISCELLANEOUS	\$26,465.00
SYSTEMS TOTAL	\$96,955.61

SALES TAX	\$0.00
SHIPPING	\$70.00
PROJECT TOTAL	\$97,025.61

THIS PROPOSAL IS FOR A TURN-KEY SERVICE AND INCLUDES COSTS OF ALL MATERIALS, INSTALLATION LABOR, COMMISSIONING, ENGINEERING AND TRAINING.

DUE TO CURRENT GLOBAL SUPPLY CHAIN CHALLENGES, MATERIAL DELIVERY DATES ARE UNPREDICTABLE. LEAD TIMES CAN BE DETERMINED AT TIME OF ORDER OR UPON REQUEST. PRICING IS HONORED FOR 14 DAYS.

THIS PROPOSAL IS A RESULT OF DESIGN EFFORT AND CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF LD SYSTEMS. THIS DOCUMENT SHALL NOT BE USED, DISTRIBUTED, DISPLAYED OR REPRODUCED, WITHOUT WRITTEN CONSENT OF LD SYSTEMS, IN WHOLE OR IN PART FOR ANY PURPOSE OTHER THAN EVALUATION OF THIS PROPOSAL BY PERSONS TO WHOM IT WAS SPECIFICALLY ADDRESSED.

ACCEPTANCE

FINANCIAL

PAYMENT SCHEDULE
PO: 50% Down, 50% NET 30
or
Per Contract

SUBTOTAL	\$97,025.61
TOTAL SALES TAX	\$0.00
PROJECT TOTAL	\$97,025.61

ACCEPTANCE

UVALDE COUNTY FAIRPLEX

SIGNED

DATE

PRINT NAME

TITLE

LD SYSTEMS - SAN ANTONIO

SIGNED

DATE

PRINT NAME

TITLE

SH96HO

3 Way Full Range Loudspeaker



The SH96HO is a 3-way, bi-amp loudspeaker design housing (4) x 15" LF drivers, (6) x 4" MF drivers and (1) x 1.4" exit HF compression driver, all mounted within single 90° x 60° horn. Utilizing our patented Synergy Horn™ technology, we uniquely place drivers within the horn in unison with a Synergy crossover network to allow for proper phase alignment between frequency bands. This permits the physically separated bands to combine and emerge from the horn as a single source, greatly reducing off axis distortions in frequency response and allowing for greater clarity at long distances. Furthermore, out of band harmonic distortion is reduced by the use of acoustic low pass filters on the low and mid frequency drivers.

The 13-ply Baltic Birch used throughout the enclosure is encased in PolyUrea for protection from impact and atmospheric conditions. Install and touring versions of the SH96HO's are equipped with eighteen M10 rig points; however, touring models also include built on casters and six handles for easy transport. Our EW (Extreme Weather) variant offers the ultimate in protection from the elements due to the use of high-density polyurethane panels impregnated with fiberglass fibers in the place of standard plywood.

As an added layer of protection we include our Sentinel™ high frequency driver protection circuitry which is a multistage limiter that protects the high freq driver in the event of overloads (peaks or long term). It is inaudible during normal operation, so dynamic range is not compromised. Utilize our DNA amplifiers or processor for maximum performance and protection with industry leading DSP capabilities.

Performance Specifications

Operating Mode

Two channel amplified three-way loudspeaker

Operating Range

45Hz - 13.5KHz -3dB

38Hz - 15KHz - 10dB

Coverage Pattern

90 x 60

Transducers

Low 4x15", Mid 6x 4", High 1x1.4"

Power Handling

Low 2800 W Cont. | 11,200 W Peak

M/H 800 W Cont. | 3,200 W Peak

Sensitivity measured as 2.83V @1m distance

105dB

Maximum SPL (continuous | peak)

133 dB | 139 dB

M Noise

134 dB

Impedance

Low 2 or 8 Ohm | M/H 4 Ohm

Recommended Power Amplifier

Low 5,600 Watts | Mid/High 1600 Watts

Physical Specifications

Connections (SH96HO-I/SH96HO-T)

(2) Neutrik NL4 Speakon

Pin 1+/- | Low Frequency

Pin 2+/- | Mid High Frequency

Connections (SH96HO-EW)

2x 2 Conductor Lead-in Wire

Mounting / Suspension Points

(2) M12 yoke points,

(18) M10 rigging points

Dimensions / Weight

26.5 x 45 x 25 in. | 67.31 x 114.3 x 63.5 cm.

265 lbs

Finish

Black polyurea coated enclosure w/ matte black grille, or

White polyurea coated enclosure w/ matte white grille

Gray UV resistant painted enclosure w/ matte grey grille

Enclosure Material

18mm Baltic Birch, polyurea coated

18mm high-density polyurethane

Options

SH96HO-EW Extreme Weatherized Version

SH96HO-I Install Version

SH96HO-B Touring Version

Accessories

BRKT-96BB Bracket Bumper
Bracket for attaching a SH95/95HO
under a SH96/96HO (BRKT-95 required)

Rev. 1 | 2022.03.04

SH96HO

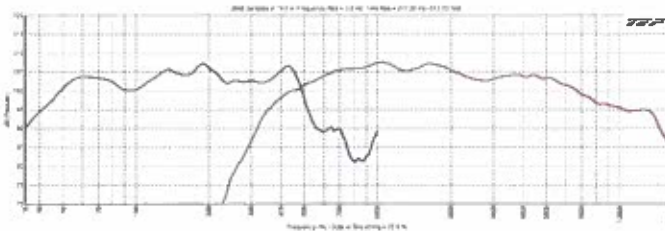
3 Way Full Range Loudspeaker



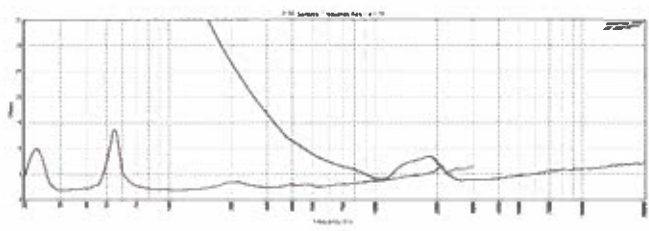
ARCHITECT/ENGINEERS SPECS

The loudspeaker shall utilize 4 – 15" woofers, 6 – 4" mid frequency drivers and 1 x 1.4" high frequency driver in a single enclosure. The coverage pattern shall be 90° horizontal x 60° vertical. The loudspeaker shall have an operating range of +/- 3 dB 45 Hz – 13.5 kHz. Sensitivity of 105 dB SPL @ 1m. Output of 133 dB SPL/139 dB SPL Peak. Power handling shall be 2800 Watts continuous, 800 Watts program. The impedance shall be selectable 2 or 8 ohms. The loudspeaker shall be constructed of 13 ply Baltic birch, water resistant Polyurea coated, properly braced for the intended use and a rugged steel grill. The connectors shall be Neutrik NL4. The Loudspeaker shall be the Danley Sound Labs SH96HO.

Sensitivity



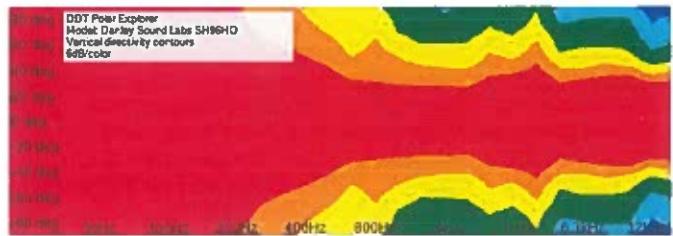
Impedance



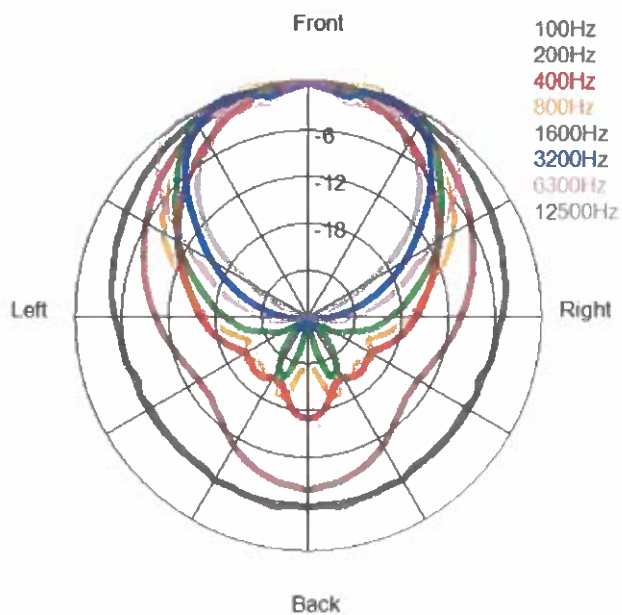
Horizontal Directivity Contours



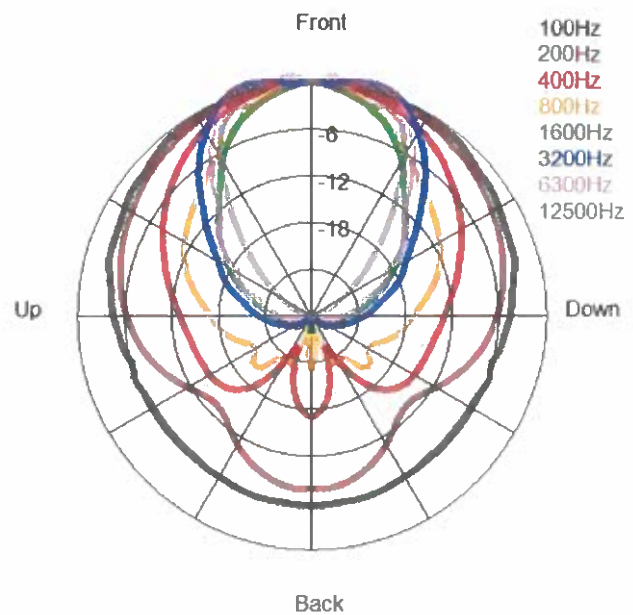
Vertical Directivity Contours



Horizontal Polar Response



Vertical Polar Response



Rev. 1 | 2022.03.04

OS80

2 Way Outdoor Loudspeaker



The OS80 is Danley's answer for those who are looking for a high-performance speaker in an outdoor enclosure that is impervious to weather. Featuring a high output 12"/1.4" coaxial driver mated to an 80° conical horn, a single cabinet can produce high quality audio beyond 130dB from a compact full range Synergy Horn™ that weighs only 51 lbs. Utilizing a Synergy crossover network allows for proper phase alignment between frequency bands. This permits the physically separated bands to combine and emerge from the horn as a single source, greatly reducing off axis distortions in frequency response and allowing for greater clarity at long distances. A Sentinel™ protection circuit offers an added level of protection to the high frequency driver. The OS80 includes a heavy-duty aluminum mounting bracket and angle strap.

Utilize our DNA amplifiers or processor for maximum performance and protection with industry leading DSP capabilities.

Performance Specifications

Operating Mode

Two-way single channel amplified

Operating Range

113Hz - 18KHz +/-3dB

70Hz - 19KHz - 10dB

Coverage Pattern

80 conical

Transducers

Low 1x1.2", High 1x1.4"

Power Handling

400 W Cont. | 1600 W Peak

Sensitivity measured as 2.83V @1m distance

101 dB

Maximum SPL (continuous | peak)

127 dB | 133 dB

M Noise

coming soon

Impedance

8 Ohm

Recommended Power Amplifier

800 Watts @ 8 Ohm

Physical Specifications

Connections (OS80-NL)

(2) Neutrik NL4 Speakon wired in Parallel

Pin 1+/- | Full Range

Pin 2+/- | Pass Through

Connections (OS80)

1x 2 Conductor 14 Gauge Lead-in Wire

Mounting / Suspension Points

U-bracket included - 3x 3/8 - 16 TPI Studs

Pole Mount Kit Available

Dimensions / Weight

32.25 x 26 x 14.5 in. | 820 x 660 x 368 mm.

51 lbs | 23.13 Kg

Finish

Matte Gray - Aluminium Bracket & Grill

Matte Black - Black Powder Coated Bracket & Grill

Enclosure Material

Thermal Molded Poly-composite

Options

OS80-G Gray Install Version

OS80-B Black Install Version

OS80-G-NL Gray Install Version W/ NL4 Inputs

OS80-B-NL Black Install Version W/ NL4 Inputs

Accessories

BRKT-PMK1 Pole Mount Kit for 1 OS Speaker

BRKT-PMK2 Pole Mount Kit for 2 OS Speakers

BRKT-PMK1-HD Heavy Duty Pole Mount Kit for 1 OS Speaker, 1 THmini15

BRKT-PMK2-HD Heavy Duty Pole Mount Kit for 2 OS Speaker, 1 THmini15

BRKT-SAK Safety Anchor Kit

OS80

2 Way Outdoor Loudspeaker

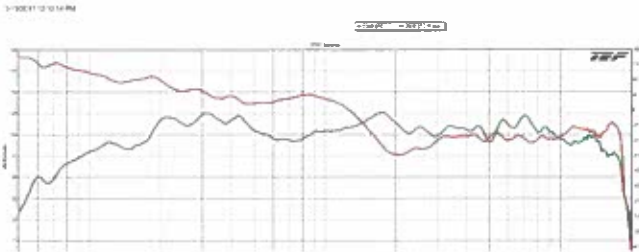


ARCHITECT/ENGINEERS SPECS

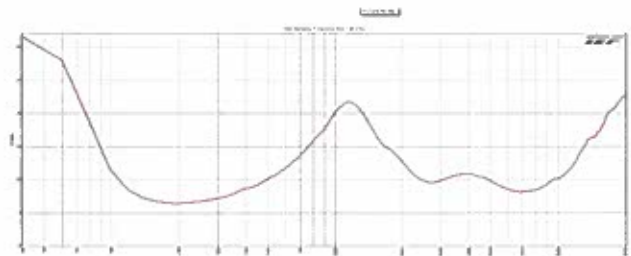
The loudspeaker shall utilize the Synergy Horn patented enclosure. The coverage pattern shall be 80° conical. The loudspeaker shall have an operating range of +/- 3 dB 113 Hz – 18 kHz. Sensitivity of 101 dB SPL @ 1m. Output of 127dB SPL/133 dB SPL Peak. Power handling shall be 400 Watts continuous, 800 Watts program.

The loudspeaker shall be constructed of thermal molded poly composite, with an aluminum grill. The Loudspeaker shall be the Danley Sound Labs OS80.

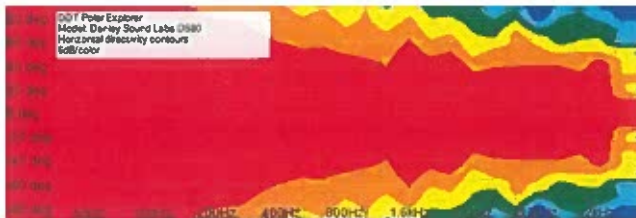
Sensitivity



Impedance



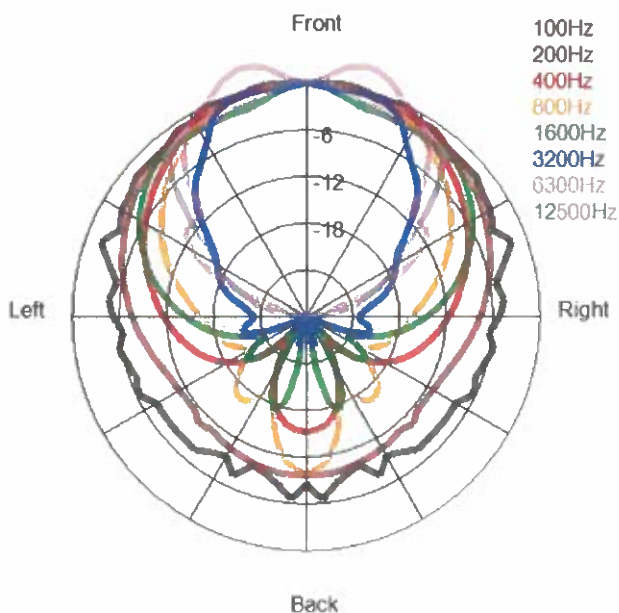
Horizontal Directivity Contour



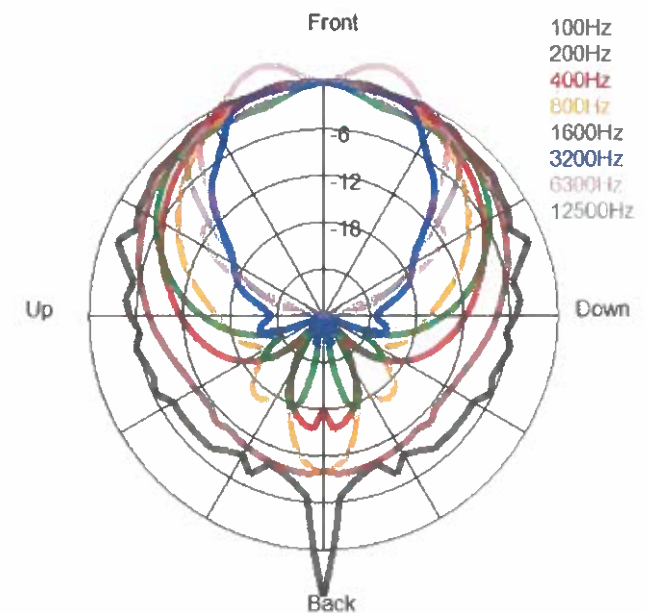
Vertical Directivity Contour



Horizontal Polar Response



Vertical Polar Response



Rev. 202210071615

TH118XL

Tapped Horn Subwoofer



The TH118XL is a variation of the famous TH118. It features the same 18" long excursion LF driver but in a longer Tapped Horn™ alignment. The Danley Tapped Horn Subwoofer™ is a patented design which allows us to build physically small subs which are very efficient, especially at the low end of their range, and are virtually linear in their passband. The Tapped Horn™ design takes full advantage of the driver element by doubling its output ability. Combine that attribute with the high power handling of the driver and you have one of the most powerful subwoofers on the market.

In many cases a single TH118XL will take the place of 2 standard 2x18" front loaded cabinets. The overall cost and physical size is reduced, along with less amplifiers needed to achieve a particular loudness. The interlocking skids on top and bottom allow it to be stacked for even greater output. The skids line up with the SH96/96HO and DBH218 for a very stable stack.

The 13 ply Baltic Birch used throughout the enclosure is encased in PolyUrea for protection from impact and atmospheric conditions. Install and touring versions are both equipped with multiple M10 rig points. Our EW (Extreme Weather) variant offers the ultimate in protection from the elements due to the use of high-density polyurethane panels impregnated with fiberglass fibers in the place of standard plywood.

Utilize our DNA amplifiers or processor for maximum performance and protection with industry leading DSP capabilities.

Performance Specifications

Operating Mode

Single channel amplified

Operating Range

35 Hz - 270 Hz -3dB

26 Hz - 300 Hz - 10dB

Coverage Pattern

Omni-directional

Transducers

1x18"

Power Handling

1700 W Cont. | 6800 W Peak

Sensitivity measured as 2.83V @1m distance

105 dB

Maximum SPL (continuous | peak)

134 dB | 140 dB 141 dB | 147 dB @124 Hz

M Noise

Coming soon

Impedance

1x4 Ohm

Recommended Power Amplifier

1x ≈3400 Watts @ 4 Ohm

Physical Specifications

Connections (TH118XL-T | TH118XL-I)

(2) Neutrik NL4 Speakon wired in Parallel

Pin 1+/- | 4 Ohm Single Channel

Pin 2+/- | Pass Through

Connections (TH118XL-I-EW | TH118XL-I-AT)

1x 2 Conductor 14 Gauge Lead-in Wire

Mounting / Suspension Points

M10 -1.5

Dimensions / Weight

45 x 28.5 x 22.5 in. | 1143 x 734 x 572 mm.

185 Lbs | 84 Kg

Finish

Black polyurea enclosure w/ matte black grille

White polyurea enclosure w/ matte white grille

Grey UV resistant painted enclosure w/ matte grey grille

Enclosure Material

18mm Baltic Birch, polyurea coated

Options

TH118XL-I	Install Version
TH118XL-I-EW	Install Version, Extreme Weather
TH118XL-T	Touring Version
TH118XL-T-K	Touring Version w/ 3 Pole Cups
TH118XL-T-K-M20	Touring Version w/ 3 M20 Pole Mounts

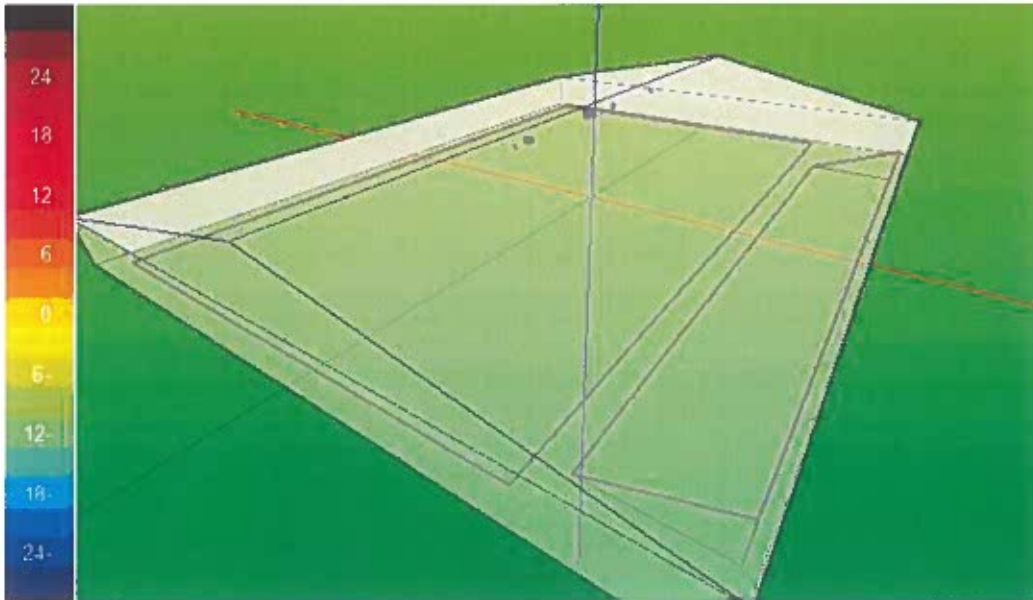
COVER-TH118XLTK Foam and Nylon Protective Cover

Rev. 202209231216



Direct Report

Project Name : Ulvalde Fairplex V2
Project N° : SH96HO.OS80.TH118XL
Client : LD Systems-Jordan
Address :
Created by : Kim Comeaux
Date : December 14, 2022
Comments :



Speaker deployment table

Spk N°	X(ft)	Y(ft)	Z(ft)	Model	Horiz	Incl	Spin
1	0	20	40	SH96HO	25	-15	0
2	0	-50	40	SH96HO	-25	-15	0
3	0	60	40	OS80	150	-25	0
4	0	-60	40	OS80	-150	-25	0
5	0	0	40	OS80	-180	-25	0
6	0	-5	39	TH118XL	0	0	0
7	0	-3	39	TH118XL	0	0	0

Speakers summary

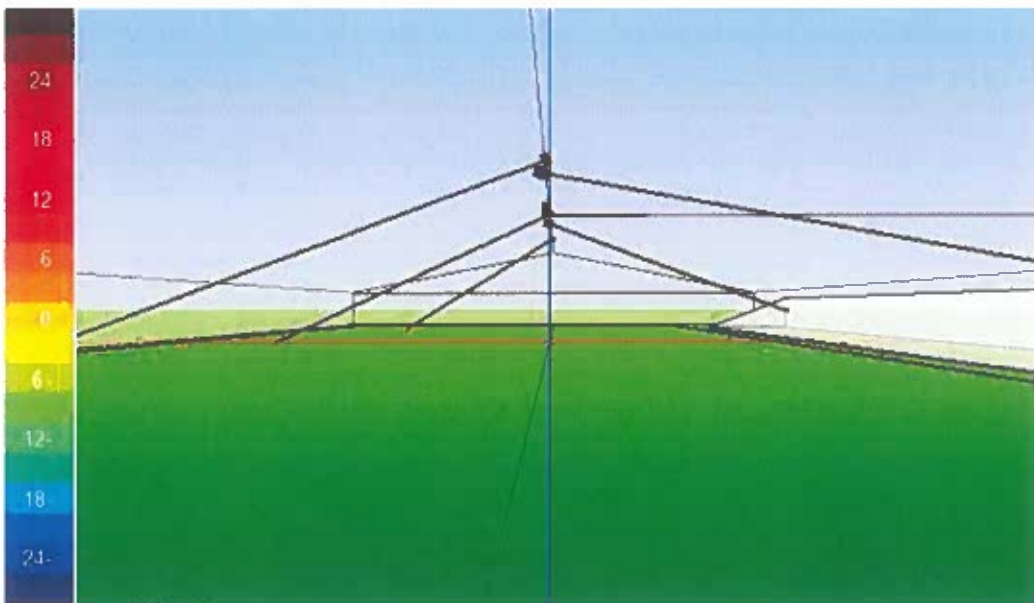
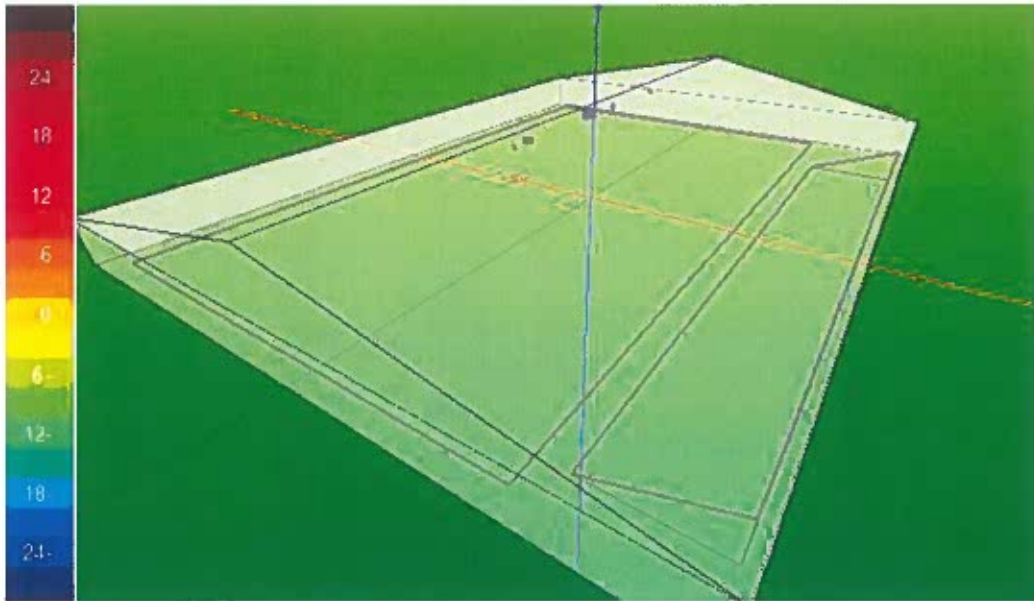
Model	Power Rating	Count	Indiv Weight	Total Weight
SH96HO	*	2	220 lbs	440 lbs
OS80	400 w	3	51 lbs	153 lbs
TH118XL	1700 w	2	185 lbs	370 lbs

Total number of speakers	Total Weight
7	963 lbs

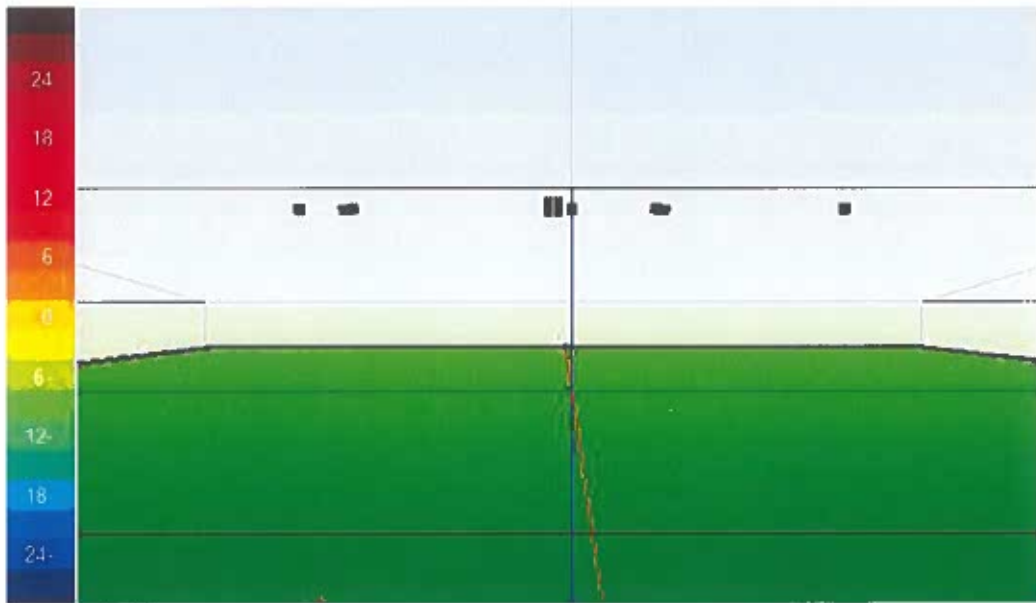
Special Power Rating info

SH96 HO	LF Section	2800 Watts 8 Ohms
	HF Section	500 Watts 8 Ohms

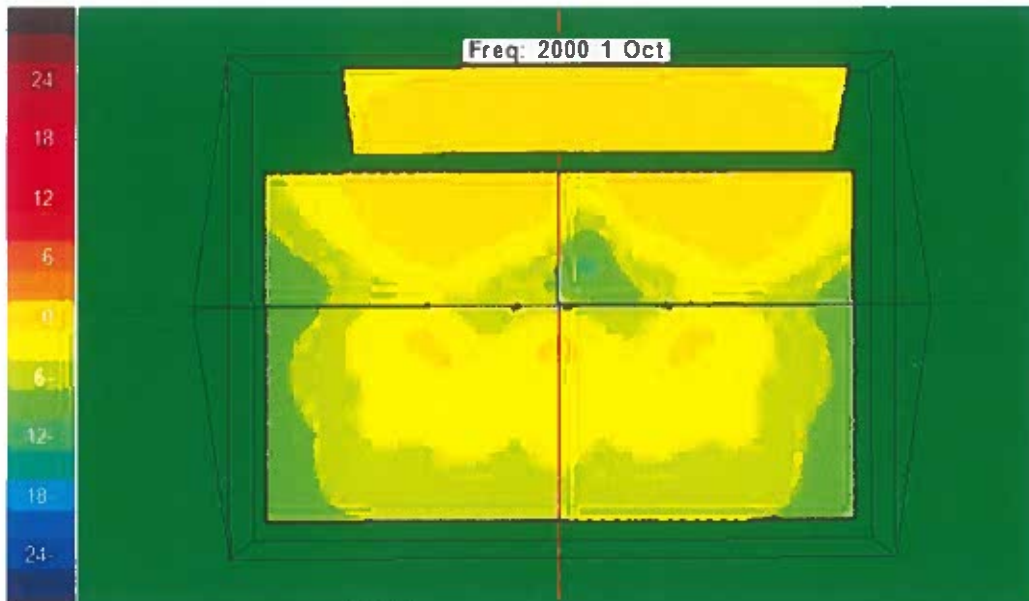
Images



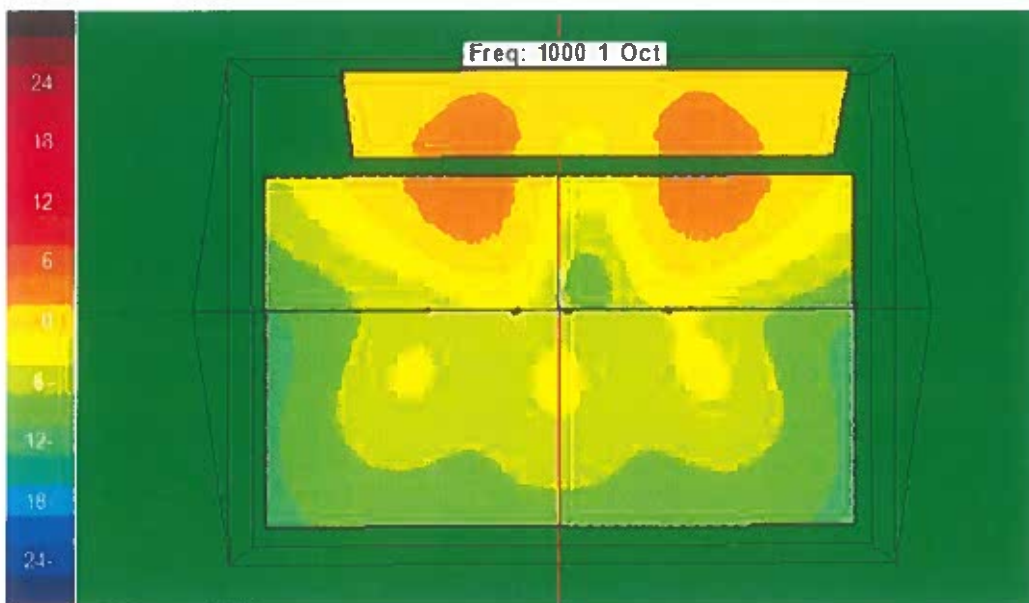
Images



Images

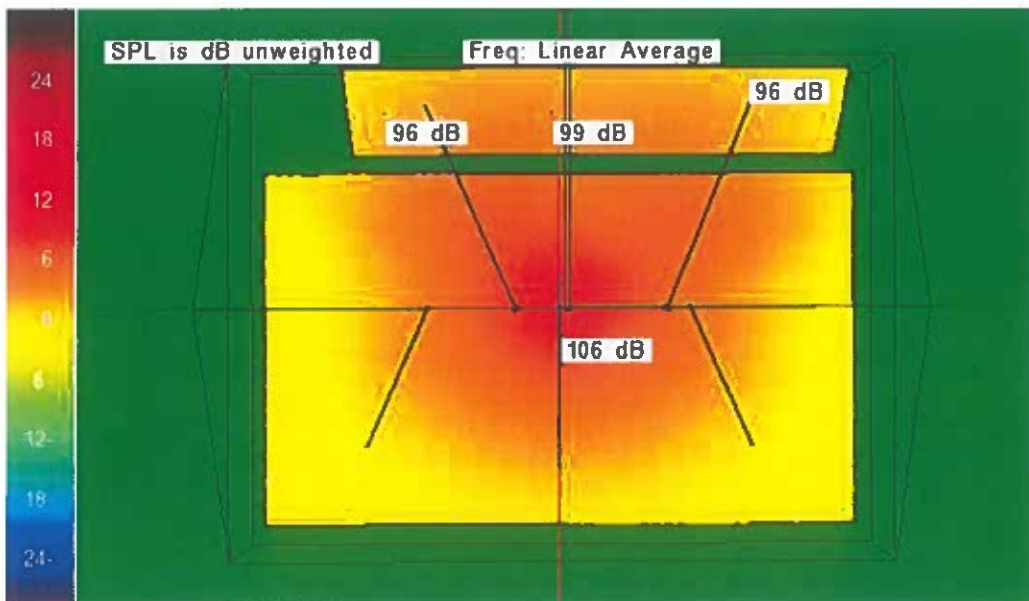
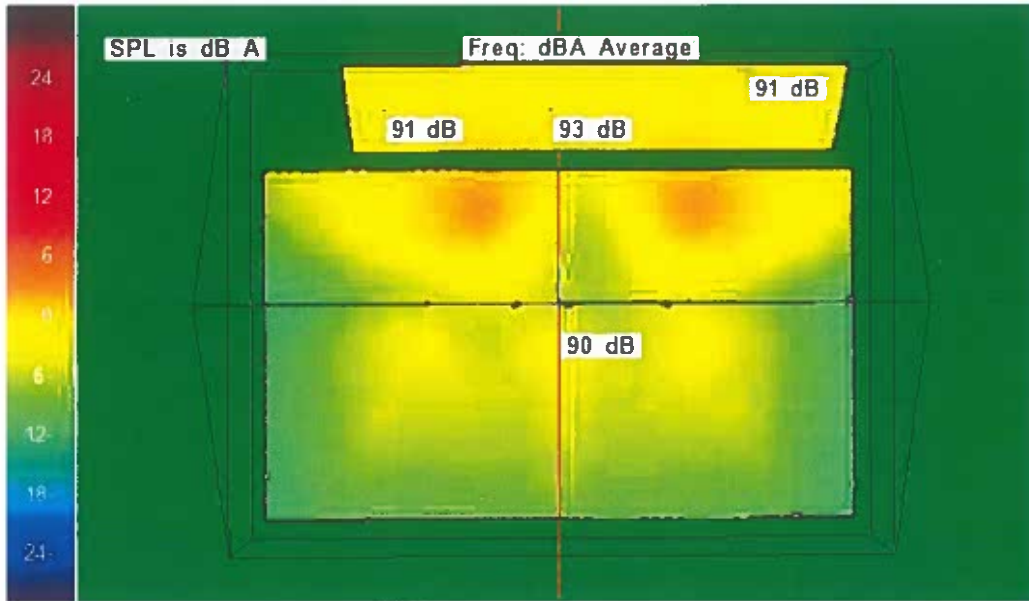


3dB Color Step



3dB Color Step

Images



Average Levels are calculated by subtracting 15dB from the peak rating of the speaker. We have found that a 15dB crest factor is a good average for music content and would better correlate to what you might measure with a simple SPL meter.

6. CONSIDER AND ACT UPON CHANGE ORDER FOR JUSTICE CENTER ROOF REPAIR

After initial repairs of the roof of the justice center, it has been determined additional works is needed. Chief Deputy Brandon McCutchen will outline the need to issue a change order to perform the additional work.

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

**7. CONSIDER AND ACT UPON APPROVAL OF EXTENSION TO
SERVPRO CONTRACT FOR THE TAC OFFICE REPAIR**

**Chief Deputy McCutchen will outline the need extend the contract with
SERVPRO for the repairs to the Tax-Assessors Office.**

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

8. CONSIDER AND ACT UPON RATIFICATION OF SERVPRO CONTRACT FOR REPAIR OF JUSTICE

The contract with SERVPRO to repair the justice center was approved by the County Judge so work could be performed without delay while waiting on the next Commissioners Court meeting. Chief Deputy McCutchen will review the scope of the contract.

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

**9. CONSIDER AND ACT UPON COMPUTER SYSTEM SONICWALL
RENEWAL WITH HTS**

The County Auditor will outline this contract renewal

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**



We have prepared a quote for you

Sonicwall Renewal

Quote # 000855
Version 1

Prepared for:

UVALDE COUNTY

Judge Mitchell
wrmcj@uvaldecounty.com

12918 Flagship Dr
San Antonio, TX 78247

210-495-5520



Buy Board

Buy Board Procurement Number: 574-18

Products and Services

Description	Price	Qty	Ext. Price
SonicWall Advanced Protection Service Suite for NSa 2700 - Subscription License - 1 License - 2 Year - TAA Compliant	\$3,998.00	2	\$7,996.00
Subtotal:			\$7,996.00

Sonicwall Renewal



Prepared by:
HTS Voice & Data Systems
Troy Salinas
2108848000
Fax 210-4956538
troy.salinas@hts-tx.com

Prepared for:
UVALDE COUNTY
100 N. GETTY COURTHOUSE #4
UVALDE, TX 78801
Judge Mitchell
(830) 591-0181
wrmcj@uvaldecounty.com

Quote Information:
Quote #: 000855
Version: 1
Delivery Date: 01/24/2024
Expiration Date: 02/21/2024

Quote Summary

Description	Amount
Products and Services	\$7,996.00
Total: \$7,996.00	

Acceptance and Incorporation by Reference

This Order together with the Purchase Terms and Conditions, all of which are incorporated herein by reference (collectively, the "Agreement") is between HTS Data & Voice (sometimes referred to as "we," "us," "our," or "Provider"), and the customer found on the signature block at the end of this Order (sometimes referred to as "you," "your," or "Client"). This Agreement is effective as of the date both parties have signed below (the "Effective Date."). Both Provider and Client are sometimes referred to individually as a "Party", or together as the "Parties". If there is a conflict between this Order, the Purchase Terms and Conditions, this Order will control.

By signing below, Client acknowledges, represents, and warrants that it has read and agrees to the terms and conditions identified on Purchase Terms and Conditions, to this Order which are incorporated as if fully set forth herein.

The parties hereby agree that electronic signatures to this Order shall be relied upon and will bind them to the obligations stated herein. Each party hereby warrants and represents that it has the express authority to execute this Agreement(s). This Order supersedes all prior negotiations, proposals, orders, agreements, and communications between the parties regarding Provider's Services.

The parties, acting through their authorized officers, hereby execute this Agreement.

IN WITNESS WHEREOF, this Order Form is agreed to by the parties below and entered into as of the Order Effective Date


12918 Flagship Dr
San Antonio, TX 78247

210-495-5520



HTS Voice & Data Systems

UVALDE COUNTY

Signature: 
Name: Troy Salinas
Title: _____
Date: 01/24/2024

Signature: _____
Name: Judge Mitchell
Date: _____



Purchase Terms and Conditions

This Purchase Terms and Conditions (the "T&C") is between HTS Voice & Data Systems and the Client found on the applicable quotation, proposal or order, (the "Order") and, together with the Order, the terms and conditions, and relevant Service Attachments forms the Agreement between the parties (the "Terms"). Client accepts these Terms by signing an Order, using the services, or continuing to use the services after being notified of a change to these Terms. If there is a conflict between the Order, this Master Services Agreement, any Service Attachment, or Exhibit, the Order will control.

The parties agree as follows:

STATEMENT OF SERVICES

Service Attachments

The services to be delivered by Provider (the "Services") and the fees for those Services, and the specific terms applicable to those Services are described in the Order or in one or more Service Attachments referencing this Agreement.

Provider may decline to perform any services requested by Client that are in violation of any applicable law or that are not typically associated with the Services provided by Provider.

Supplemental Services

"Supplemental Services" include additional services and equipment Client may need on a "one-off" or emergency basis that are not included within the scope of the Services described in an Order or the applicable Service Attachments. You will incur additional Service Fees for Supplemental Services. We will notify Client of any such additional Service Fees and will obtain Client's approval prior to providing them. However, Provider has no obligation to determine the need for or to provide any Supplemental Services. All Supplemental Services are provided on an "as-is" basis and include no warranties of any kind, whether express or implied. In addition, if Provider determines that any additional services Client requests would be inappropriate for treatment as Supplemental Services under this paragraph, Provider may deliver to Client a proposed Service Attachment for Project Services or a Proposal prior to providing Supplemental Services.

FEES FOR SERVICES | PAYMENT TERMS

Service Fees

Fees for Services are set forth in Order or Statement of Work. Unless otherwise indicated in writing, all Services will be performed on a time-and-materials basis at Provider's then-current rates.

Adjustments to Service Fees

Except as may be specified in an Order, Provider may adjust the Service Fees charged under this Agreement as follows:

- **Surcharges.** At any time after the parties sign an Order, Provider may adjust its rates and charges or impose additional rates and charges to recover amounts required or permitted by governmental or quasi-governmental authorities to collect from others or pay to others in support of statutory or regulatory funds or programs. You shall pay all Service Fees owed as they become due following any such adjustment.
- **Third-Party Services.** Client understands and agrees that Provider uses third-party solutions and service providers to perform some or all of the managed services offered to Client ("Third-Party Service Providers"). **PROVIDER IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF THIRD-PARTY SERVICE PROVIDERS. CLIENT'S RIGHTS REGARDING CLAIMS AGAINST THIRD-PARTY SERVICE PROVIDERS SHALL BE GOVERNED BY SUCH SERVICE PROVIDER'S END USER LICENSE AGREEMENT OR TERM AND CONDITIONS.** Provider's current Third-Party Service providers and the governing terms and conditions related to those services are listed on the Schedule of Third-Party Services which may be updated by Provider without further notice to Client and is incorporated by reference as if fully set forth in this Agreement.

▶ Purchase Terms and Conditions

- **Client Delay.** If Provider is unable to commence delivery of the Services on the Service Start Date (defined below) because of any failure on Client's part including but not limited to the failure to provide access to Client's resources in a timely manner, Client nonetheless will begin to incur Service Fees, which Client shall pay in accordance with this Service Attachment and the Master Services Agreement, beginning on the Service Start Date.

Payment Terms

Client shall pay the full amount reflected on any invoice as owed to Provider upon receipt of invoice. Mastercard/Visa credit card payments are subject to a 3% processing fee. American Express credit card payments are subject to a 3.5% processing fee. Without waiving any of its other remedies, Provider reserves the right to suspend services if payment is not received within thirty (30) days following Client's receipt of that invoice. Client shall pay a late charge of one- and one-half percent (1.5%) per month or the maximum lawful rate, whichever is less, for all invoiced amounts not paid within thirty (30) days following Client's receipt of that invoice (the "Payment Deadline").

If Client disputes in good faith all or any portion of the amount owed to us, or if Client otherwise requests any adjustment to an invoiced amount, Client must notify Provider in writing, prior to the Payment Deadline, of the nature and basis of the dispute and/or adjustment. If Provider is unable to resolve the dispute prior to the Payment Deadline, Client nevertheless shall pay the entire invoiced amount by the Payment Deadline. If Provider ultimately determines that such amount should not have been paid, Provider shall apply a credit equal to such amount on against any Service Fees owed for the following month.

Special rates may apply for services requested outside of normal business hours or on holidays. Special rates are one-and-one-half (1.5) times normal hourly rates, with a one-hour minimum. Holiday hour rates are two (2) times normal hourly rates, with a one-hour minimum.

Suspension of Service

If Client fails to pay all amounts owed under this Agreement when due, then upon at least ten (10) business days' prior written notice, and in addition to any other remedies available to Provider, Provider may suspend Services and withhold Confidential Information (defined below) under this Agreement until full payment is made. Following any suspension of service under this provision, and after Client makes full payment to Provider, Provider may restore the Services after validating that all components to be monitored and/or managed under any applicable Order or Service Attachment comply with Provider's level of security, updates and best practices. Client shall pay a "Reactivation Fee" for such restoration equal to one month of the Service Fees. Provider's right to suspend Services under this section is in addition to Provider's right to terminate this Agreement.

Mechanics Liens

In the event Client fails to pay for work that constitutes property improvements, Provider may file a mechanics lien against the property or leasehold interest.

Taxes

Unless otherwise indicated on an invoice, all charges and fees owed under this Agreement are exclusive of any applicable sales, use, excise or services taxes that may be assessed on the provision of the Services. In the event that any taxes are assessed on the provision of any of the Services, Client shall pay the taxes directly to the taxing authority or shall reimburse Provider for their payment.

INDEPENDENT CONTRACTOR

Unless otherwise agreed, Provider will perform all Services solely as an independent contractor and not as an employee, agent or representative of Client.

NON-DISCLOSURE AND CONFIDENTIALITY

Confidential Information

During the course of performance under this Agreement, either party may be exposed to or may acquire the other's proprietary or confidential information. Each party shall hold all such "Confidential Information" in strict confidence and shall not disclose any such information to any third party.

Confidential Information includes but is not limited to: (a) with respect to Provider, Provider's unpublished prices for Services, audit and security reports, server/network configuration designs, firewall and other hardware configurations, passwords, all

Purchase Terms and Conditions

business plans, technical information or data, product ideas, methodologies, calculation algorithms and analytical routines, and other proprietary technology, (b) with respect to Client, content transmitted to or from, or stored by Client on, Provider' servers, and (c) with respect to both parties, other information that is conspicuously marked as "confidential" or if disclosed in non-tangible form, is verbally designated as "confidential" at the time of disclosure and confirmed as confidential in a written notice given within one (1) day of disclosure.

Non-Confidential Information

Notwithstanding the preceding provision, Confidential Information does not include:

- Information that at the time of disclosure is, without fault of the recipient, available to the public by publication or otherwise;
- Information that either party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the other;
- Information received from a third party with the right to transmit same without violation of any secrecy agreement with the other party; and
- Information that must be disclosed pursuant to court order or by law.

Agreement Confidentiality

No copy of the Order, this MSA, any Service Attachment or description, discussions, negotiations, terms or conditions relating to the Order, the MSA, Service Attachment, or any other information relating to the Order, this MSA, or any Service Attachment may be disclosed to any third party, except by reason of legal, accounting or regulatory requirements, without the prior written consent of the parties hereto.

Information Releases

Notwithstanding the preceding provisions, Provider may publicly refer to Client, orally and in writing, as a Client of Provider. Any other reference to Client by Provider may be made only pursuant to a written agreement between the parties.

PROVIDER REPRESENTATIONS AND WARRANTY

Service Warranty

We warrant that the Services will be performed in a professional and workmanlike manner and as described in an applicable Service Attachment or Description. All Services will be deemed to be accepted unless Client notifies Provider in writing within ten (10) working days after performance that the Services did not conform to this warranty. Provider promptly will correct any non-conformities and will notify Client in writing that the non-conformities have been corrected.

Hardware and Workmanship Warranty

Any Third-Party Warranties will be transferred to clients upon receipt of final payment and acceptance for the terms specified in order or within Third Party Agreements. The terms of Third-Party Warranties and claims made against those warranties will be specified in the sales order or within Third Party Agreements. Unless otherwise specified in the order or one or more service attachments labor cost associated with the repair or replacement of failed hardware under warranty will be billed at time-and-materials basis at Provider's then-current rates.

DISCLAIMER OF WARRANTY

PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT PROVIDER WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, OR THAT THE SERVICE WILL BE COMPLETELY SECURE. THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE TEMPORARY LOSS OF SERVICE AVAILABILITY.

Purchase Terms and Conditions

PROVIDER IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM CLIENT'S CONTENT OR THIRD-PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES. PROVIDER SHALL HAVE NO OBLIGATION WITH RESPECT TO A WARRANTY CLAIM (i) IF NOTIFIED OF SUCH A CLAIM AFTER THE WARRANTY PERIOD OR (ii) IF THE CLAIM IS THE RESULT OF THIRD-PARTY HARDWARE OR SOFTWARE FAILURES, OR THE ACTIONS OF CLIENT OR A THIRD PARTY.

FOR ANY BREACH OF THE SERVICES WARRANTY, CLIENT'S EXCLUSIVE REMEDY AND PROVIDER'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF PROVIDER CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, CLIENT MAY END THE DEFICIENT SERVICES AND PROVIDER WILL REFUND TO CLIENT THE FEES FOR THE TERMINATED SERVICES THAT CLIENT PRE-PAID TO PROVIDER FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

TO THE EXTENT NOT PROHIBITED BY LAW, CLIENT ACKNOWLEDGES THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS BY THE PROVIDER OR ANY THIRD-PARTY VENDORS' INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THAT THOSE THIRD-PARTY VENDORS DISCLAIM ANY AND ALL LIABILITY, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, ARISING FROM THE SERVICES.

PROVIDER MAY LINK TO OR OFFER THIRD-PARTY SERVICES FOR RESALE. ANY PURCHASE, ENABLING, OR ENGAGEMENT OF THIRD-PARTY SERVICES, INCLUDING BUT NOT LIMITED TO IMPLEMENTATION, CUSTOMIZATION, CONSULTING SERVICES, E-MAIL, WEB HOSTING, SERVER HOSTING, PHONE SERVICE, AND ANY EXCHANGE OF DATA BETWEEN CLIENT AND ANY THIRD-PARTY SERVICE, IS SOLELY BETWEEN CLIENT AND THE APPLICABLE THIRD-PARTY SERVICE PROVIDER AND IS SUBJECT TO THE TERMS AND CONDITIONS OF SUCH THIRD-PARTY PROVIDER. PROVIDER DOES NOT WARRANT THIRD-PARTY SERVICES AND IS NOT RESPONSIBLE OR LIABLE FOR SUCH SERVICES OR ANY LOSSES OR ISSUES THAT RESULT FROM CLIENT'S USE OF SUCH SERVICES. IF CLIENT PURCHASES, ENABLES OR ENGAGES ANY THIRD-PARTY SERVICE FOR USE IN CONNECTION WITH THE SERVICES, CLIENT ACKNOWLEDGES THAT PROVIDER MAY ALLOW THIRD-PARTY SERVICES PROVIDERS TO ACCESS CLIENT DATA USED IN CONNECTION WITH THE SERVICES AS REQUIRED FOR THE INTEROPERATION OF SUCH THIRD-PARTY SERVICES WITH THE SERVICES. CLIENT REPRESENTS AND WARRANTS THAT CLIENT'S USE OF ANY THIRD-PARTY SERVICE SIGNIFIES CLIENT'S INDEPENDENT CONSENT TO THE ACCESS AND USE OF CLIENT'S DATA BY THE THIRD-PARTY SERVICE PROVIDER, AND THAT SUCH CONSENT, USE, AND ACCESS IS OUTSIDE OF PROVIDERS'S CONTROL. PROVIDER WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DISCLOSURE, MODIFICATION OR DELETION OF DATA RESULTING FROM ANY SUCH ACCESS BY THIRD-PARTY SERVICE PROVIDERS.

COMPLIANCE WITH LAWS

Provider shall comply with all laws applicable to Provider in its role as a Managed IT Provider. For the avoidance of doubt, unless otherwise provided in a separate Data Processing Agreement ("DPA"), Provider is not responsible for complying with the laws applicable to Client or Client's industry. Client shall comply with all laws applicable to Client or in Client's industry.

Although it is under no obligation to do so, from time to time, Provider may make recommendations regarding legal requirements and regulatory compliance protocols related to Client's network and practices. If Client fails to adopt or implement the recommended legal requirements or regulatory compliance protocols, Client is responsible for any and all damages related to legal and regulatory compliance. Even if Client does take Provider's advice regarding legal requirements and regulatory compliance protocols, Provider does not take responsibility for any legal requirements and regulatory compliance protocols or audits.

NO HIRING

Client shall not solicit for employment with Client any Provider employee with whom Client has had direct contact in connection

Purchase Terms and Conditions

with the Services during the Term of this Agreement and for twelve (12) months following termination of this Agreement.

Client acknowledges that injury resulting from any breach of this provision would be significant and irreparable and that it would be extremely difficult to ascertain the actual amount of damages resulting from such breach. Therefore, in the event of a violation of this provision, in addition to any other right Provider may have at law or in equity, Client shall make a one-time payment to Provider in the amount of one hundred percent (100%) of the affected employee's base salary for one year, which accurately reflects the reasonable value of the employee's time and costs. We agree that such amount is not intended as a penalty and is reasonably calculated based upon the projected costs the injured party would incur to identify, recruit, hire and train suitable replacements for such personnel.

DISPUTE RESOLUTION

Arbitration Procedures

Each party shall attempt to settle amicably by mutual discussions any disputes, differences, or claims related to this Agreement within sixty (60) days of the date any such dispute arises. Failing such amicable settlement, any such dispute, including claim related to the existence, validity, interpretation, performance, termination or breach of this Agreement, is to be settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration will be conducted in English and will have one (1) arbitrator. The Arbitrator will not have the authority to award punitive damages to either party. Each party will bear its own expenses, but shall share equally the expenses of the Arbitration Tribunal and the AAA. Any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction. The arbitration will be held in Bexar County, Texas, or at another location upon which the parties may agree. Notwithstanding the foregoing, claims for preliminary injunctive relief, other pre-judgment remedies, and claims for Client's failure to pay for Services may be brought in a state or federal court in the United States with jurisdiction over the subject matter and parties.

Period for Bringing Claim

No claims may be made more than six (6) months after the date by which the fault or failure should reasonably have been discovered; failure to make such a claim within the six (6) month period shall forever bar the claim.

Attorneys' Fees

In the event that there is any dispute, difference, or claim related to this Agreement that is resolved either through arbitration or through litigation, the prevailing party will be entitled to an award of reasonable attorneys' fees incurred while defending or prosecuting such dispute, difference, or claim.

INDEMNIFICATION

By Client

Client shall defend, indemnify and hold Provider harmless against all costs and expenses, including reasonable attorney's fees, associated with the defense or settlement of any claim that:

- Provider's use, access or modifications of any software that Client has requested that Provider use, access or modify as part of the Services infringes any patent, copyright, trademark, trade secret or other intellectual property right;
- Any claim related to software licensing and software licensing compliance; or
- Any claim related to any federal, state, or international law or regulation involving data privacy, data protection, or data breach to which Client is subject.

Client shall pay any judgments or settlements based on any such claims.

By Provider

▶ Purchase Terms and Conditions

Subject to the limitation of liability set forth in the section titled LIMITATION OF LIABILITY, Provider agrees to indemnify and hold Client harmless from and against all loss, liability, and expense including reasonable attorney's fees caused by Provider's:

- negligent act, error, omission, or misrepresentation;
- breach of any contractual term implied by law;
- other act, error or omission giving rise to civil liability arising out of business activities performed for Client.

LIMITATION OF LIABILITY

EXCEPT AS MAY BE DESCRIBED IN AN APPLICABLE SERVICE DESCRIPTION OR IN A SERVICE AGREEMENT FOR PROJECT SERVICES, PROVIDER' LIABILITY UNDER THIS AGREEMENT IS LIMITED TO ANY ACTUAL, DIRECT DAMAGES INCURRED BY CLIENT AND WILL NOT EXCEED THE GREATER OF (1) THE PROCEEDS OF ANY PROVIDER'S PROFESSIONAL LIABILITY INSURANCE MAINTAINED BY PROVIDER UNDER ITS APPLICABLE INSURANCE POLICIES, OR (2) THE AMOUNTS PAID BY CLIENT TO PROVIDER UNDER THIS AGREEMENT AND ALL SERVICE DESCRIPTIONS DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF ANY SUCH CLAIM. IN THE EVENT OF AN INSURANCE COVERAGE DISPUTE, PROVIDER IS NOT REQUIRED TO DISPUTE THE COVERAGE DETERMINATION AND IS NOT REQUIRED TO FILE A DECLARATORY JUDGMENT ACTION.

IN NO EVENT IS EITHER PARTY TO BE HELD LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES OR CLAIMS, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST SAVINGS, LOST PRODUCTIVITY, LOSS OF DATA, LOSS FROM INTERRUPTION OF BUSINESS, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE THAT RESULT FROM THE USE OR INABILITY TO USE THE SERVICES OR FROM MISTAKES, THE SERVICES NOT MEETING CLIENT'S REQUIREMENTS OR EXPECTATIONS, OMISSIONS, TRANSLATIONS AND SYSTEM WORDINGS, FUNCTIONALITY OF FILTERS, MIGRATION ISSUES, INTERRUPTIONS, DELETION OF FILES OR DIRECTORIES, HARDWARE FAILURES, UNAVAILABILITY OF BACKUPS, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSION, SECURITY BREACH, OR THIRD-PARTY SERVICE FAILURES, EVEN IF PREVIOUSLY ADVISED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE FORM OF ACTION IS IN CONTRACT, TORT OR OTHERWISE. PROVIDER WILL NOT BE LIABLE FOR ANY KIND OF AUTHORIZED ACCESS OR ANY HARM THAT MAY BE CAUSED BY CLIENT'S ACCESS TO THIRD PARTY APPLICATION PROGRAMMING INTERFACES OR THE EXECUTION OR TRANSMISSION OF MALICIOUS CODE OR SIMILAR OCCURRENCES, INCLUDING WITHOUT LIMITATION, DISABLING DEVICES, DROP DEAD DEVICES, TIME BOMBS, LOGIC BOMBS, TRAP DOORS, TROJAN HORSES, WORMS, VIRUSES, HACKERS, PHISHERS, CRYPTO-LOCKERS, RANSOMWARE, AND SIMILAR MECHANISMS. CLIENT AGREES THAT THE TOTAL LIABILITY OF PROVIDER AND CLIENT'S SOLE REMEDY FOR ANY CLAIMS FOR DAMAGES REGARDING THE SERVICES UNDER THIS AGREEMENT, INCLUDING ANY SCHEDULE, OR OTHERWISE IS LIMITED TO PROCEEDS IN SECTION APPLICABLE INSURANCE COVERAGE.

CLIENT ACKNOWLEDGES AND AGREES THAT PROVIDER WOULD NOT ENTER INTO THIS AGREEMENT FOR THE CONSIDERATION GIVEN BY CLIENT BUT FOR THE LIMITATIONS OF LIABILITY AND DAMAGES CONTAINED IN THIS AGREEMENT. CLIENT ACKNOWLEDGES AND AGREES THAT THE RIGHT TO RECEIVE THE SERVICES IN EXCHANGE FOR THE LIMITATIONS IN THIS AGREEMENT AND THE OTHER CONSIDERATION GIVEN BY CLIENT FOR THE SERVICES CONSTITUTES A BARGAIN THAT IS FAIR AND REASONABLE.

INSURANCE

Client Obligations: Client shall maintain a minimum of One Million Dollars (US \$1,000,000) in insurance coverage through its respective carriers. Such insurance must include, at a minimum, commercial general liability, workers compensation coverage, and first-party cyber liability.

Provider Obligations: Provider agrees to maintain during the Term, professional liability insurance including errors and omissions with aggregate limits of at least One Million Dollars (US \$1,000,000). Client's insurance shall be primary over Provider's insurance. Client agrees to waive and to require its insurers to waive any rights of subrogation or recovery they may have

Purchase Terms and Conditions

against Provider, its agents, officers, directors and employees.

DATA PRIVACY & PROTECTION

Client Data

Provider agrees that any electronic data or personal information submitted by Client to Provider as a part of the Service ("Client Data") remains the property of Client and/or its end user or other third party. Provider agrees that it will comply with all applicable United States data privacy and data security laws that the Services are subject to and as stated herein.

California Consumer Privacy Act ("CCPA")

Client agrees not to provide any data to Provider subject to the California Consumer Privacy Act ("CCPA") without first entering into an appropriate Data Processing Agreement with Provider that specifically references CCPA.

Gramm-Leach-Bliley Act ("GLBA") & Health Insurance Portability and Accountability Act ("HIPAA") Data Processing

Client agrees not to provide any data to Provider subject to the Gramm-Leach-Bliley Act ("GLBA") or Health Insurance Portability and Accountability Act ("HIPAA") without first entering into an appropriate Data Processing Agreement with Provider that specifically references GLBA.

General Data Protection Regulation ("GDPR") & United Kingdom Data Processing

Client agrees not to provide any data to Provider from any data subject of the European Union or the United Kingdom that is regulated under the General Data Protection Regulation ("GDPR") or similar data protection regulation without first entering into an appropriate Data Processing Agreement with Provider that specifically references GDPR.

New York SHIELD ACT ("SHIELD")

Client agrees not to provide any data to Provider subject to the New York SHIELD Act ("SHIELD") without first entering into an appropriate Data Processing Agreement with Provider that specifically references SHIELD.

Data Processing Agreement

For Clients who require the processing of CCPA, GLBA, HIPAA, GDPR, or United Kingdom data processing or similar data privacy and/or data protection regulation, Client must enter into an applicable agreement with Provider in the form of a data processing agreement (the "Data Processing Addendum"). Each data privacy or data protection regulation may contain its own separate addendum (or combined addendum) depending on Provider or Client's regulated activities.

GENERAL

Observed Holidays

Provider reserves the right to identify observed holidays and adjust its holiday schedules from time to time. When a holiday falls on a weekend, Provider may close on the closest business day in observance of that holiday. After-hours emergency support is still available during these times, and Client will be charged for Services at Provider's then-prevailing Holiday support rates.

Notices

Except as otherwise provided under this Agreement, all notices, demands or requests to be given by any party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered in person, or sent via fax, courier service, electronic mail, or on the date of the third business day after deposit, postage prepaid, in the United States Mail via Certified Mail, return receipt requested, and addressed as set forth on the applicable Order.

Purchase Terms and Conditions

The address to which such notices, demands, requests, elections or other communications are to be given by either party may be changed by written notice given by such party to the other party pursuant to this Section.

Force Majeure

Provider will not be liable for any failure of performance of the Services due to causes beyond its reasonable control, including, but not limited to, fire, flood, electric power interruptions, national or regional emergencies, epidemics, pandemics, public health emergencies, stay-at-home orders, furloughs, quarantines, or other restriction or prohibition, civil disorder, acts of terrorism, riots, strikes, Acts of God, or any law, regulation, directive, or order of the United States government, or any other governmental agency, including state and local governments having jurisdiction over Provider or the Services provided hereunder (the "Affected Performance").

Any party whose performance is so affected shall give written notice to the other party describing the Affected Performance. The parties promptly shall confer, in good faith, to agree upon equitable, reasonable action to minimize the impact on both parties of such condition. If the delay caused by the force majeure event lasts for a period of more than thirty (30) days, the parties shall attempt to negotiate an equitable modification to the Agreement pertaining to the Affected Performance. If the parties are unable to agree upon an equitable modification, then either party may serve thirty (30) days' written notice of termination on the other party with respect only to the portion of the Agreement relating to the Affected Performance. Client shall pay Provider for that portion of the Affected Performance that was completed or that was in the process of being completed through the effective termination date of the Affected Performance.

Waiver

No delay in exercising, no course of dealing with respect to, and no partial exercise of, any right or remedy hereunder will constitute a waiver of any right or remedy, or future exercise thereof.

Assignment

Neither party may assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of the other party. However, Provider may assign or otherwise transfer its rights, interests and obligations under this Agreement without Client's consent in the event of a change in control of 50% or more of the equity of Provider, the sale of substantially all the assets of Provider, or the restructuring or reorganization of Provider or its affiliate entities. If Client transfer its rights, interests and obligations under this Agreement without Provider consent then such assignment will not be valid, and Client shall remain responsible for all Fees under this Agreement and any Attachment regardless of whether Client continues to derive any benefit from the Services. In addition, unless otherwise agreed, Provider may contract with third parties to deliver some or all of the Services, and no such third-party contract is to be interpreted as an assignment of this Agreement. However, Provider will use commercially reasonable efforts to ensure that any and all such third parties abide by all of the terms of this Agreement, and, except as otherwise agreed, Provider will remain solely responsible for the fulfillment of all of Provider's obligations under this Agreement. This Agreement is binding upon the parties, their successors and permitted assigns.

Marketing

Client hereby grants Provider the right to reference Client's name, industry, logo, and URLs in its marketing literature, website, and/or correspondence to potential new clients, so as to identify Client as a customer of Provider for marketing purposes and for Provider's benefit. Such information is not considered Confidential Information subject to non-disclosure.

Notifications and Alerts

Client hereby grants Provider the right to utilize Client information to send alerts, notifications, news, and general correspondence to Client to provide the Services.

Survival

Purchase Terms and Conditions

The parties' respective duties and obligations with respect to proprietary rights, intellectual property rights, and non-disclosure and confidentiality will survive and remain in effect, notwithstanding the termination or expiration of this Agreement.

Amendment

Provider may, from time to time, in its sole discretion, and for any reason, amend the Order, the Master Services Agreement and any Service Attachments other Descriptions posted on Provider's web page. However, the Master Services Agreement and Service Attachments in effect as of the date that Client signed the Order are the agreements that will govern the relationship until this Agreement expires or one of the parties terminates it. This Agreement may be modified or amended only by a writing signed by both parties.

Governing Law

This MSA is to be governed by and construed in accordance with the laws of the state of Texas.

Severability

If any term or provision of this agreement is declared invalid by a court of competent jurisdiction, the remaining terms and provisions will remain unimpaired, and the invalid terms or provisions are to be replaced by such valid terms and provisions that most nearly fulfill the parties' intention underlying the invalid term or provision.

Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein is to be construed to give any person or entity, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

No Disparagement

Neither Party, nor any of its respective partners, principals, shareholders, members, officers, directors, employees, affiliates, subsidiaries, agents, or representatives, shall initiate or participate in any action or conduct tending to injure, bring into disrepute, ridicule, damage, or destroy the goodwill of Provider or Client, or the others affiliates. The foregoing shall not be construed to prevent or prohibit a Provider or Client, or any of its respective partners, principals, shareholders, members, officers, directors, employees, affiliates, subsidiaries, agents, or representatives, from: (i) exercising its rights under this Agreement; (ii) complying with a legal obligation or a professional responsibility; or, (iii) reporting, providing, or disclosing information to federal, state, municipal, or local government agencies, authorities, or officials in the ordinary course of business or as required by law. Further, in the event Provider or Client or any of its respective partners, principals, shareholders, members, officers, directors, employees, affiliates, subsidiaries, agents, or representatives breach this Section, the non-breaching party and its respective partners, principals, shareholders, members, officers, directors, employees, affiliates, subsidiaries, agents, and representatives shall no longer be bound by the obligations set forth under this Section.

Entire Agreement

This Master Services Agreement, the Order, the Service Attachments or Descriptions, and any other attachments thereto (collectively, the "Agreement") set forth Provider's entire understanding with respect to the subject matter hereof and are binding upon both parties, their successors, and their permitted assigns, in accordance with the terms of the Agreement. There are no understandings, representations or agreements other than those set forth herein. Each party, along with its respective legal counsel, has had the opportunity to review this agreement. Accordingly, in the event of any ambiguity, such ambiguity will not be construed in favor of, or against either party.

Laura Perales

From: Alice <alice@uvaldecountry.com>
Sent: Thursday, January 25, 2024 1:27 PM
To: Laura Perales - First Assistant Auditor
Cc: GEORGE SANTOS - HTS Network Engineer
Subject: FW: Sonicwall Renewal
Attachments: Uvalde County Sonicwall Support.pdf

Did we put this on the agenda for the 27th?
If not, please have WRM put on agenda for the 12th.
It would help if the contract actually said on the front page
That it covers UCSO and the Courthouse.
The document should be returned to you, and a pdf to us
And then file the original with the Clerk for the minutes of 2/12 if
It has not been put on. alc

From: George Santos <GeorgeS@HTS-Tx.com>
Sent: Wednesday, January 24, 2024 7:45 PM
To: ALICE <alice@uvaldecountry.com>; ASST AUDITOR - Laura Perales <lperales@uvaldecountry.com>
Subject: Fwd: Sonicwall Renewal

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: Troy Salinas <Troy.salinas@HTS-Tx.com>
Sent: Wednesday, January 24, 2024 3:28:28 PM
To: George Santos <GeorgeS@HTS-Tx.com>; Rey Salinas <RSalinas@HTS-Tx.com>
Subject: RE: Sonicwall Renewal

Attached updated with Judge Mitchell and Buy Board.

From: George Santos <GeorgeS@HTS-Tx.com>
Sent: Wednesday, January 24, 2024 3:25 PM
To: Troy Salinas <Troy.salinas@HTS-Tx.com>; Rey Salinas <RSalinas@HTS-Tx.com>
Subject: Re: Sonicwall Renewal

Troy, the buy board number needs to be on every quote. If it dosen't have it on there can you modify the quote?

Thanks

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: George Santos <GeorgeS@HTS-Tx.com>
Sent: Wednesday, January 24, 2024 3:22:57 PM

**10. CONSIDER AND ACT UPON ADDENDUM 14 WITH LOCAL
GOVERNMENT SOLUTIONS FOR DATA PROCESSING**

The County Auditor will outline this item

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

Addendum 14
Exhibit 1
Non-Exclusive License and Services Agreement

THIS ADDENDA is entered into and executed by and between UVALDE COUNTY, TEXAS (“COUNTY”) with administrative offices located at Uvalde County Courthouse, 100 N. Getty Street, Uvalde, Texas 78801, and Local Government Solutions, L.P. (“VENDOR”), having its principal place of business at 2693 Hwy 77, North, Suite 2100, Waxahachie, Texas 75165:

WHEREAS, the Commissioners Court of the COUNTY has determined that it desires to amend the existing contract for data processing services to add 1 (one) full user to the office of the County Attorney; and

WHEREAS, the COUNTY is a willing participant in this Addendum and is bound by the existing Agreement with the VENDOR hereinafter referred to as Contract # LGS17-00132 and entitled Non-Exclusive License and Services Agreement (NLSA), which is on file in the Uvalde Count Clerks Records. The NLSA shall be the governing agreement with this and any future addendums forming the entire agreement;

WHEREAS, in accordance with the existing NLSA Uvalde County wishes to make an amendment to the existing NLSA;

NOW, THEREFORE, for and in consideration of the premises stated above and of the mutual covenants, agreements, and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the following amendments:

Amendment 14:

Schedule A. The following amendments to Schedule A shall be made:

Addition for County Attorney

All Modules	Number of Licenses	Monthly Cost
County Attorney		
Full User	1	197.00
Total Proposal – Monthly Fee Increase		\$197.00

New Uvalde Monthly Commitment	
Contract LGS17-00132	\$2,090.00
Contract LGS17-00132 Addendum 1 (County Clerk)	\$1,665.00
Contract LGS17-00132 Addendum 2 (District Modifications)	(\$115.00)
Contract LGS17-00132 Addendum 3 (County and District Attorney)	\$2,291.00
Contract LGS17-00132 Addendum 3 REMOVAL (County and District Attorney)	(\$2,291.00)
Contract LGS17-00132 Addendum 3-M (County Attorney)	\$978.00
Contract LGS17-00132 Addendum 4 (38 th Judicial District Attorney Uvalde Only)	\$1,179.00
Contract LGS17-00132 Addendum 5 (CPS)	\$185.00
Contract LGS17-00132 Addendum 5 REMOVAL (CPS)	(\$185.00)
Contract LGS17-00132 Addendum 6 (Justice of the Peace Offices)	\$1,760.00
Contract LGS17-00132 Addendum 7 (District Modifications)	\$469.00

**Contract Identification Number
LGS17-00132-14**

Contract LGS17-00132 Addendum 8 (District Attorney Modifications)	\$582.00
Contract LGS17-00132 Addendum 9 (District Court Modifications)	\$160.00
Contract LGS17-00132 Addendum 10 (District Court Modifications)	VOIDED
Contract LGS17-00132 Addendum 11 (Hosting and OLS Modifications)	\$990.00
Contract LGS17-00132 Addendum 12 (District Court OLS Modifications)	\$320.00
Contract LGS17-00132 Addendum 13 (Hosting Modifications)	\$179.00
Contract LGS17-00132 Addendum 14 (County Attorney)	\$197.00
New Total Monthly Commitment	\$10,447.00

Agreed to this the _____ day of _____, 20____ and hereby amended by the
Commissioners Court Minute Order No _____ of Uvalde County, Texas.

Approved by:

Uvalde County, Texas

Local Government Solutions, L.P.

Hon. William R. Mitchell
Uvalde County Judge


William E. Hazeldean
President

Date: _____, 2024

Date January 23, 2024



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11. CONSIDER AND ACT UPON ADDENDUM 15 WITH LOCAL GOVERNMENT SOLUTIONS FOR DATA PROCESSING

The County Auditor will outline this item

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

Addendum 15

Exhibit 1

Non-Exclusive License and Services Agreement

THIS ADDENDA is entered into and executed by and between UVALDE COUNTY, TEXAS (“COUNTY”) with administrative offices located at Uvalde County Courthouse, 100 N. Getty Street, Uvalde, Texas 78801, and Local Government Solutions, L.P. (“VENDOR”), having its principal place of business at 2693 Hwy 77, North, Suite 2100, Waxahachie, Texas 75165:

WHEREAS, the Commissioners Court of the COUNTY has determined that it desires to amend the existing contract for data processing services to add data and image/video storage in the amount of 5TB for the office of the County Attorney; and

WHEREAS, the COUNTY is a willing participant in this Addendum and is bound by the existing Agreement with the VENDOR hereinafter referred to as Contract # LGS17-00132 and entitled Non-Exclusive License and Services Agreement (NLSA), which is on file in the Uvalde County Clerks Records. The NLSA shall be the governing agreement with this and any future addendums forming the entire agreement;

WHEREAS, in accordance with the existing NLSA Uvalde County wishes to make an amendment to the existing NLSA;

NOW, THEREFORE, for and in consideration of the premises stated above and of the mutual covenants, agreements, and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the following amendments:

Amendment 15:

Schedule A. The following amendments to Schedule A shall be made:

Addition for County Attorney

All Modules	Number of Licenses	Monthly Cost
County Attorney		
Hosted Data 2gb		40.00
Hosted Images/Video 5TB		80.00
Total Proposal – Monthly Fee Increase		\$120.00

New Uvalde Monthly Commitment

Contract LGS17-00132	\$2,090.00
Contract LGS17-00132 Addendum 1 (County Clerk)	\$1,665.00
Contract LGS17-00132 Addendum 2 (District Modifications)	(\$115.00)
Contract LGS17-00132 Addendum 3 (County and District Attorney)	\$2,291.00
Contract LGS17-00132 Addendum 3 REMOVAL (County and District Attorney)	(\$2,291.00)
Contract LGS17-00132 Addendum 3-M (County Attorney)	\$978.00
Contract LGS17-00132 Addendum 4 (38 th Judicial District Attorney Uvalde Only)	\$1,179.00
Contract LGS17-00132 Addendum 5 (CPS)	\$185.00
Contract LGS17-00132 Addendum 5 REMOVAL (CPS)	(\$185.00)

**Contract Identification Number
LGS17-00132-15**

Contract LGS17-00132 Addendum 6 (Justice of the Peace Offices)	\$1,760.00
Contract LGS17-00132 Addendum 7 (District Modifications)	\$469.00
Contract LGS17-00132 Addendum 8 (District Attorney Modifications)	\$582.00
Contract LGS17-00132 Addendum 9 (District Court Modifications)	\$160.00
Contract LGS17-00132 Addendum 10 (District Court Modifications)	VOIDED
Contract LGS17-00132 Addendum 11 (Hosting and OLS Modifications)	\$990.00
Contract LGS17-00132 Addendum 12 (District Court OLS Modifications)	\$320.00
Contract LGS17-00132 Addendum 13 (Hosting Modifications)	\$179.00
Contract LGS17-00132 Addendum 14 (County Attorney)	\$197.00
Contract LGS17-00132 Addendum 15 (County Attorney)	\$120.00
New Total Monthly Commitment	\$10,567.00

Agreed to this the _____ day of _____, 20____ and hereby amended by the
Commissioners Court Minute Order No _____ of Uvalde County, Texas.

Approved by:

Uvalde County, Texas

Local Government Solutions, L.P.

Hon. William R. Mitchell
Uvalde County Judge



William E. Hazeldean
President

Date: _____, 2024

Date January 31, 2024

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From: [Abbye Hazeldean](#)
To: [Alice](#)
Cc: [Laura Perales - First Assistant Auditor](#); [Rhonda Barrow - County Attorney Office](#); [John P. Dodson - Uvalde County Attorney](#); [GEORGE SANTOS - HTS Network Engineer](#)
Subject: Re: FW: [Local Government Solutions, LP] Update: RE: Question (Ticket #81433)
Date: Wednesday, January 31, 2024 9:22:26 AM
Attachments: [Uvalde County LGS17-00132-15.pdf](#)

Alice,

Attached is the addendum for the increase for the County Attorney. I will get that space allocated first thing this morning so that they are ready to go and will make the billing modifications.

Abbye Hazeldean
Project Manager/Director of Prosecutor

Local Government Solutions
2693 Hwy 77 North
Suite 2100
Waxahachie, Texas 75165
1-877-481-4111 Toll Free

CONFIDENTIALITY NOTICE: This communication is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, you are notified that any use, dissemination, distribution, or copying of the communication is strictly prohibited.

On Tue, Jan 30, 2024 at 2:56 PM Alice <alice@uvaldecountry.com> wrote:

Hi Abbye

Would you please include Laura and I in this stream since the addendum/invoice budget will need to come through here?

Please set the hosted storage to 5tb @ \$ 80. I assume this billing will be reflected in the county attorney invoice this office receives monthly.

Thanks so much, alice

From: George Santos <GeorgeS@HTS-Tx.com>
Sent: Tuesday, January 30, 2024 2:41 PM
To: ALICE <alice@uvaldecountry.com>
Subject: Fwd: [Local Government Solutions, LP] Update: RE: Question (Ticket #81433)

Sent from my Verizon, Samsung Galaxy smartphone
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From: Local Government Solutions, LP <support@supportlgs.zendesk.com>
Sent: Thursday, January 25, 2024 1:41:39 PM
Cc: George Santos <treccs@hotmail.com>; Rhonda Barrow <rhonda@uvaldecountry.com>;
George Santos <GeorgeS@HTS-Tx.com>
Subject: [Local Government Solutions, LP] Update: RE: Question (Ticket #81433)

This email was sent from outside your organisation, yet is displaying the name of someone from your organisation. This often happens in phishing attempts. Please only interact with this email if you know its source and that the content is safe.

Please type your reply above this line

You are registered as a cc on this help desk request and are thus receiving email notifications on all updates to the request.

Reply to this email to add a comment to the request.

Abbye Hazeldean (Local Government Solutions, LP)

Jan 25, 2024, 1:41 PM CST

George is correct, it is very easy to add when it is needed but if you do not have something setup on the front end, you will immediately hit a stopping point because you will be full. We provide 50gb for no charge and you are super close to hitting that.

As I said, the biggest thing to know in how much space you need is if you are handling the storage of videos and photos. Those take up a considerable amount of space compared to just reports from arresting agencies and labs.

Let me know and I will get it setup ASAP!

Abbye Hazeldean

Local Government Solutions, LP

877-481-4111

ahazeldean@us:lgs.com

Rhonda Barrow

Jan 25, 2024, 10:09 AM CST

Thank you

Rhonda B. Barrow

Assistant to John P. Dodson

Uvalde County Attorney

318 E. Nopal Street

Uvalde, Texas 78801

(830) 278-6510

Email: rhonda@uvaldecounty.com

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Attachment(s)

[image001.jpg](#)

[image002.jpg](#)

[image003.jpg](#)

Abbye Hazeldean (Local Government Solutions, LP)

Jan 25, 2024, 10:04 AM CST

All,

When we originally moved everyone hosted the County Attorney office was not using much

in the way of digital storage. If this is about to change and will be utilized more for electronic case files as well as videos and photos, we would need to add space to account for this.

The first question I have is will the county attorneys office start storing reports as well as videos and photos? Or are you just looking to store reports and no videos or photos?

Each office currently is billed for hosted data (2gb) and hosted image storage (ranging from 500gb to unlimited). In looking at the current utilization of space, the County Attorney has 45.9gb worth of image storage, which says there is hardly anything digitized on the system.

If storage will include reports, videos, and photos it is my recommendation to move to the following storage:

--Hosted data 2gb - \$40.00

--Hosted images 5TB - \$80.00

(this would gain storage for now with the ability to upgrade in the future but should provide enough space for a year, possibly 2 of all digital formats)

If storage will only include reports it is my recommendation to move to the following storage:

--Hosted data 2gb - \$40.00

--Hosted images 1TB - \$25.00

(this would gain enough storage for the long term digitization of reports)

Let me know what option fits the needs better and I will prepare an addendum for the modification of storage space.

Abbye Hazeldean

Local Government Solutions, LP

877-481-4111

ahazeldean@us-lgs.com

Laura Perales

Jan 25, 2024, 9:09 AM CST

Rhonda I have cc LGS support & George Santos with you question.

@LGS Support please see email below.

Thanks

Laura M. Perales

First Assistant Auditor

Uvalde County, Texas

830-591-0181 Ext. 592

830-278-9506 Fax

lperales@uvaldecountry.com

From: Rhonda Barrow <rhonda@uvaldecountry.com>

Sent: Wednesday, January 24, 2024 5:11 PM

To: Laura Perales <lperales@uvaldecountry.com>

Cc: alchapman@uvaldecountry.com; John Dodson <ucatty@uvaldecountry.com>

Subject: Question

Ladies:

We are going to start receiving digital filings of cases from the police department soon. Do we have enough cloud storage to accommodate scanning all reports into LGS?

Thank you.

Rhonda B. Barrow

Assistant to John P. Dodson

Uvalde County Attorney

318 E. Nopal Street

Uvalde, Texas 78801

(830) 278-6510

Email: rhonda@uvaldecountry.com

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Attachment(s)

[image002.jpg](#)

[image003.jpg](#)

Delivered by [Zendesk](#)

**12. CONSIDER AND ACT UPON RENEWAL OF COPIER MACHINE
CONTRACTS**

The following copier machine contracts are up for renewal:

County Clerk's Office

District Clerk's Office

Treasurer's Office

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

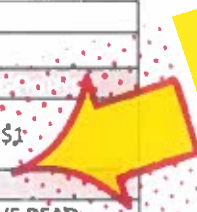
_____ **Commissioner Bates**

_____ **Commissioner Garza**

State and Local Government Cost Per Image Agreement



Supplier Name & Address: Quality Print Solutions 123 N. High Street Uvalde Texas, 78801		Agreement No: 020-0124682-0	
Owner: XEROX FINANCIAL SERVICES LLC – 201 Merritt 7, Norwalk, CT 06851			
Full Legal Name: County of Uvalde		Phone Number: 830-278-3216	
Billing Address: Courthouse Plaza #4		City: Uvalde	State: Texas
Contact Name: Alice Chapman		Contact Email: alchapman@uvaldecounty.com	
Quantity	Model and Description	Quantity	Model and Description
1	C8155H/Fax/LX Finisher/Hole Punch		
<input type="checkbox"/> See Attached Schedule A Equipment Location (if different from Billing Address) Attn: Clerk			
METER AND/OR POOL INFORMATION			
Meter/Pool Name:	Allowance:	Excess Rate:	Meter/Pool Name:
B&W	8000	.008	
Color	0	.055	
Excess Image Charge Billing Frequency (Monthly if not noted): <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other			
Initial Term: (IN MONTHS)	60	Payment (plus applicable taxes): \$ 292.02	<input checked="" type="checkbox"/> Fair Market Value ("FMV") <input type="checkbox"/> \$1
Frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually			
BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 HEREOF.			
Authorized Signer X:		Date:	Federal Tax ID: (Required) 74-6002422
Print Name: William R. Mitchell		Title: County Judge	
Accepted By: Xerox Financial Services LLC		Name and Title:	



1. Definitions. The words "You" and "Your" mean the legal entity identified in "Customer Information" above, and "XFS," "We," "Us," "Owner" and "Our" mean Xerox Financial Services LLC. "Party" means You or XFS, and "Parties" means both You and XFS. "Supplier" means the entity identified as "Supplier" above. "Acceptance Date" means the date You irrevocably determine Equipment has been delivered, installed and operating satisfactorily. "Agreement" means this Cost Per Image Agreement, including any attached Equipment Schedule. "Commencement Date" will be a date after the Acceptance Date, as set forth in Our first invoice, for facilitating an orderly transition and to provide a uniform billing cycle. "Discount Rate" means 3% per annum. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (defined in section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Excess Charges" means the applicable excess image charges. "Interim Period" means the period, if any, between the Acceptance Date and the Commencement Date. "Interim Payment" means one thirtieth of the Payment multiplied by the number of days in the Interim Period. "Payment" means the Payment specified above, which may include an amount payable to Supplier under the Maintenance Agreement to account for the Monthly Image Allowances listed above, the Excess Charges (unless otherwise agreed by You, Supplier and XFS), Taxes and other charges You, Supplier and XFS agree will be invoiced by XFS. "Maintenance Agreement" means a separate agreement between You and Supplier for maintenance and support purposes. "Origination Fee" means a one-time fee of \$125 billed on Your first invoice, which You agree to pay, covering origination, documentation, processing and other initial costs. "Term" means the Interim Period, if any, together with the Initial Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State(s) where XFS must file UCC-1 financing statements to perfect its interest in the Equipment. "Freight Fee" means a fee that We may charge on behalf of the Supplier to cover their costs of shipping supplies to You.

2. Agreement, Payments and Late Payments. You agree and represent that the Equipment was selected, configured and negotiated by You based on Your judgment and supplied by Supplier. At Your request, XFS will acquire same from Supplier to lease to You hereunder and You agree to lease same from XFS. The Initial Term commences on the Acceptance Date. You agree to remit to XFS each Payment as invoiced by Us according to the frequency set forth above. You agree to pay Us all sums due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer or direct debit from Your bank account by the due date. With Our consent, alternate forms of payment may be accepted subject to a nominal fee. If any Payment is not paid in full within 15 days of its due date, You will pay a late charge of the greater of 5% of the amount due or \$25, not to exceed the maximum amount permitted by law. We will make any required adjustment to the aforesaid invoicing/late charge practices in accordance with any applicable prompt payment laws in the state of Your formation once You provide notice thereof. For each dishonored or returned Payment, You will be assessed the applicable fee, not to exceed \$35. Restrictive covenants on any method of payment will be unenforceable.

3. Equipment and Software. To the extent that the Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that XFS is not the licensor of such Software, and therefore has no right, title or interest in it and You will comply throughout the Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for determining with the Supplier whether any Software Licenses are required and entering into them with the Software Supplier(s) no later than 30 days after the Acceptance Date. **YOU AGREE THE EQUIPMENT IS FOR YOUR LAWFUL BUSINESS USE IN THE UNITED STATES, WILL NOT BE USED FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES, AND IS NOT BEING ACQUIRED FOR RESALE.** You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. Non-Cancellable Agreement. EXCEPT FOR A NON-APPROPRIATION EVENT AS DESCRIBED IN SECTION 21 HEREOF, THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL TERM. YOUR OBLIGATION TO MAKE ALL PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, SUPPLIER, ANY THIRD PARTY, OR XFS. Any pursued claim by You against XFS for alleged breach of Our obligations hereunder shall be asserted solely in a separate action; provided, however, that Your obligations hereunder shall continue unabated.

5. End of Agreement Options. If a \$1 Purchase Option is designated, You will be deemed to have exercised Your option to purchase the Equipment as of the Acceptance Date. If an FMV purchase option is designated, You are not in default and if You provide no greater than 150 days and no less than 60 days' written notice prior to the end of term to XFS, You may, at the end of the Initial Term or any renewal term ("End Date"), either (a) purchase all, but not less than all, of the Equipment by paying its fair market value, as determined by XFS in its sole but reasonable discretion ("Determined FMV"), plus Taxes, or (b) return the Equipment within 30 days of the End Date, at Your expense, fully insured, to a continental US location XFS shall specify. You cannot return Equipment more than 30 days prior to the End Date without Our consent. If We consent, We may charge You, in addition to all undiscounted amounts due hereunder, an early termination fee. If You have not elected one of the above options, this Agreement shall renew for successive 1-month terms. Either party may terminate the Agreement as of the end of any renewal term on 30 days' prior written notice and by taking one of the actions identified in (a) or (b) in the preceding sentence of this section. Purchase options shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Term of such item, and by the delivery at such time by You to XFS of payment, in form acceptable to XFS, of the amount of the applicable purchase price. Upon payment of the applicable amount, XFS shall transfer Our interest in the Equipment to You on an "AS IS, WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind.

6. Equipment Delivery and Maintenance. You should arrange with Supplier to have the Equipment delivered to You at the location(s) specified herein, and You agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming when You have received, inspected and irrevocably accepted the Equipment, and authorize XFS to fund Supplier for the Equipment. If You fail to accept the Equipment, You shall no longer have any obligations hereunder. Equipment may not be moved to another physical location or removed from service without XFS's prior written consent, which shall not be unreasonably withheld or delayed. You shall permit XFS or its agent to inspect Equipment and any maintenance records relating thereto during Your normal business hours upon reasonable notice. You represent You have entered into a Maintenance Agreement to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines and to provide You with Equipment supplies. You acknowledge that XFS is acting solely as an administrator for Supplier with respect to the billing and collecting of the charges under any Maintenance Agreement. XFS IS NOT LIABLE FOR ANY BREACH BY SUPPLIER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS HEREUNDER BE MODIFIED, RELEASED OR EXCUSSED BY ANY ALLEGED BREACH BY SUPPLIER.

7. Equipment Ownership, Labelling and UCC Filing. If and to the extent a court deems this Agreement to be a security agreement under the UCC, and otherwise for precautionary purposes only, You grant XFS a first priority security interest in the Equipment as defined on the first page hereof in order to secure Your performance hereunder. Unless a \$1 Purchase Option is applicable, XFS is and shall remain the sole Owner of the Equipment, except the Software. You authorize XFS to file a UCC financing statement to show, and to do all other acts to protect, Our interest in the Equipment. You agree to pay any

filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in Your organization such that a refinancing or amendment to XFS's financing statement against You becomes necessary.

8. **Equipment Return.** If the Equipment is returned to XFS, it shall be in the same condition as when delivered to You, except for "ordinary wear and tear" and, if not in such condition, You will be liable for all reasonable expenses XFS incurs to return the Equipment to such condition. IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH CUSTOMER DATA AS OUTLINED IN THIS SECTION. XFS, Your Supplier or an XFS affiliate may, but are not required to, offer to securely remove all data from all disk drives or magnetic media upon return of the Equipment for an additional fee to cover the cost of the service and/or any replacement parts required.

9. **Meter Readings and Annual Adjustments.** You agree that Meter Reading submittal is covered by the Maintenance Agreement. At any time after 12 months from the Commencement Date and for each successive 12-month period thereafter during the Term, XFS may increase Your Payment and the Excess Charges by a maximum of fifteen percent (15%) of the then-current Payment therefor and You agree to pay such increased amounts.

10. **Assignment.** YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS AGREEMENT OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, You agree to pay the applicable assignment fee and reimburse XFS for any costs We incur in connection with that Assignment. XFS may sell, assign or transfer all or any part of the Equipment, the Agreement, and/or any of Our rights at no cost to You. XFS's assignee will have the same rights that We have to the extent assigned, however XFS shall remain liable for Our obligations. YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOUPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and You agree to remit Payments to such Assignee if so designated. XFS agrees and acknowledges that any Assignment by Us will not materially change Your obligations hereunder.

11. **Taxes.** You have represented to XFS that You are currently, and shall continue to be, a tax-exempt entity. In the event You are no longer tax-exempt (or are unable to provide proof thereof to XFS), You will be responsible for, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on You, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), which will be included in XFS's invoices to You unless You timely provide continuing proof of Your tax exempt status. Regardless of Your tax-exempt status, XFS reserves the right to pass through, and You agree to pay, any such Taxes that are actually assessed by the applicable State on XFS as the Owner of the Equipment. For jurisdictions where certain taxes are calculated and paid at the time of agreement initiation, You authorize XFS to finance and adjust Your Payment to include such Taxes over the Term. Unless and until XFS notifies You in writing to the contrary, the following shall apply to personal property taxes and returns. If an FMV purchase option is applicable, XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from Your account all such personal property taxes. As compensation for Our internal and external costs in the administration of taxes related to this Agreement, You agree to pay Us a processing fee by asset per year during the Term, "Tax Administration Fee", not to exceed the maximum permitted by applicable law. XFS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT.

12. **Equipment Warranty Information and Disclaimers.** XFS HAS NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL EQUIPMENT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY OR CONDITION. Since You have selected the Equipment and Supplier, You acknowledge that You are aware of the name of the manufacturer of each item of Equipment, Supplier's contact information, and agree that You will contact manufacturer and/or Supplier for a description of any warranty rights You may have under the Equipment supply contract, sales order, or otherwise. Provided You are not in default hereunder, XFS hereby assigns to You any Equipment warranty rights We may have against Supplier or manufacturer thereof. If the Equipment is returned to XFS or You are in default, such rights are deemed reassigned by You to XFS. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR SUPPLIER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS AGREEMENT.

13. **Liability and Indemnification.** XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS") TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE. To the extent permitted by applicable law, You assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment; and (b) any and all loss or damage of or to the Equipment. Neither sentence in this Section shall apply to Claims arising directly and proximately from XFS's gross negligence or willful misconduct.

14. **Default and Remedies.** You will be in default hereunder if We do not receive Payment within 30 days after its due date, or You breach any other material obligation hereunder or any other agreement with Us. If You default, and such default continues for 10 days after We provide notice to You, We may, in addition to other remedies (including disabling or repossessing Equipment and/or requesting Supplier to cease performing under the Maintenance Agreement), immediately require You to do one or more of the following: as liquidated damages for loss of bargain and not as a penalty, pay the sum of (i) all amounts then due, plus interest from the due date until paid at the rate in accordance with the laws of Your State of formation covering state agencies and the applicable codes covering political subdivisions; (ii) pay all remaining Payments in the Term, discounted to date of default at the Discount Rate; (iii) the Equipment's booked residual or if not purchased, require You to return the Equipment as provided herein; and (iv) Taxes. The substantially prevailing party shall pay all reasonable costs, including attorneys' fees and disbursements, in any litigation to enforce this Agreement.

15. **Risk of Loss and Insurance.** You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at Your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry liability insurance against bodily injury, including death, and against property damage in the amount acceptable to us (collectively, "Required Insurance"). All such Equipment loss/damage insurance shall be with lender's loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS. XFS shall be similarly named as an additional insured on all relevant liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation. YOU MUST PROVIDE XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE ACCEPTANCE DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES. You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. Insurance proceeds from Required Insurance received shall be applied, at XFS's option, to (x) restore the Equipment so that it is in the same condition as when delivered to You (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to XFS the greater of (i) the total unpaid Payments for the entire Term hereof (discounted to present value at the Discount Rate) plus, if an FMV purchase option is designated on the first page hereof, XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS) plus any other amounts due to XFS hereunder, or (ii) the Determined FMV immediately prior to the loss or damage. NO LOSS OR DAMAGE TO EQUIPMENT SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS AGREEMENT, BUT XFS SHALL APPLY ANY INSURANCE PROCEEDS TO REDUCE THE REMAINING AMOUNTS DUE. Notwithstanding procurement of Required Insurance, You remain primarily liable for performance under this Section in the event the applicable insurance carrier fails or refuses to pay any claim.

16. **Authorization of Signer and Credit Review.** This Agreement has been duly authorized, executed and delivered by the Parties in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection herewith) and is valid, legal and binding in accordance with its terms. The person(s) signing this Agreement have the authority to do so, are acting with the full authorization of their governing body and hold the offices indicated below their signatures, each of which are genuine. You agree to furnish financial information, including Your Federal Tax ID, that XFS may request now, which shall accurately represent Your financial condition, and You authorize XFS to obtain credit reports on You in the future should You default or fail to make prompt payments hereunder. XFS represents that it is subject to, and shall abide by, the Xerox Corporation anti-discrimination, equal employment and other policies found at <https://www.xerox.com/en-us/jobs/diversity/policies-and-strategies> and the ethics and compliance policies found at <https://www.xerox.com/en-us/about/corporate-citizenship/ethics>, and that such policies shall control over any similar Customer policies in force.

17. **Finance Lease and Customer Waivers.** Unless this Agreement is designated to have a \$1 purchase option, the parties agree this Agreement shall be construed as a "finance lease" under UCC Article 2A. Customer waives its rights as a lessee under UCC 2A Sections 508-522.

18. **Original and Sole Controlling Document; No Modifications Unless in Writing.** This Agreement constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Agreement and are not binding on the Parties. You agree that an executed copy of this Agreement that is signed by Your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or this electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. To the extent this Agreement constitutes UCC chattel paper, no security interest in this Agreement may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL BE BINDING ON XFS, AS THE TERMS AND CONDITIONS OF THIS AGREEMENT EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS. XFS's failure to object to terms contained in any communication from You will not be a waiver or modification of the terms of this Agreement. You authorize XFS to insert or correct missing information on this Agreement, including but not limited to Your proper legal name, agreement numbers, serial numbers and other Equipment information, including Equipment substitutions or partial substitutions communicated to Us by the Supplier so long as there is no material impact to Your financial obligations.

19. **Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER.** THIS AGREEMENT IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE WHERE THE EQUIPMENT IS LOCATED. THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS AGREEMENT, OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL BE IN A FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED. UNLESS SPECIFICALLY PROHIBITED BY THE APPLICABLE GOVERNING LAW REFERENCED ABOVE, THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

20. **Miscellaneous.** Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Agreement. Notices hereunder must be in writing. Notices to You will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to Our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. Solely for collection purposes, You authorize XFS to communicate with You by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address You provide to Us. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Agreement as Customer, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Agreement: Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable hereunder to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by Us to the payment of amounts legally owed hereunder or refunded to You.

21. **Non-Appropriation.** This Section is applicable only if the inclusion of a non-appropriation provision is legally required. Your obligation to pay all amounts due hereunder is contingent upon approval of the appropriation of funds by Your governing body. In the event funds are not appropriated for any forthcoming fiscal period equal to amounts due hereunder, and You have no other funds legally available to be allocated to the payment of Your obligations hereunder, You may terminate this Agreement effective on the first day of such fiscal period ("Termination Date") if: (a) You have used due diligence to exhaust all funds legally available; and (b) XFS has received written notice from You at least thirty (30) days before the Termination Date. At XFS's request, You shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, You shall not be obligated for any Payment(s) for any fiscal period for which funds have not been so appropriated, and You shall promptly deliver the Equipment to the Dealer (or such other party as We may designate) as set forth in the return provisions hereof.

State and Local Government Cost Per Image Agreement



Supplier Name & Address: Quality Print Solutions 123 N. High Street Uvalde Texas, 78801	Agreement No: 020-0124682-0
Owner: XEROX FINANCIAL SERVICES LLC – 201 Merritt 7, Norwalk, CT 06851	

Full Legal Name: County of Uvalde		Phone Number: 830-278-3216	
Billing Address: Courthouse Plaza #4	City: Uvalde	State: Texas	Zip: 78801
Contact Name: Alice Chapman		Contact Email: alchapman@uvaldecountry.com	

Quantity	Model and Description	Quantity	Model and Description
1	C8155H/Fax/LX Finisher/Hole Punch		

See Attached Schedule A Equipment Location (if different from Billing Address): Attn: Dist Clerk

Meter/Pool Name:	Allowance:	Excess Rate:	Meter/Pool Name:	Allowance:	Excess Rate:
B&W	8000	.008			
Color	0	.055			

Excess Image Charge Billing Frequency (Monthly if not noted): Monthly Quarterly Other

Initial Term: <small>(IN MONTHS)</small>	60	Payment (plus applicable taxes): \$ 292.02	<input checked="" type="checkbox"/> Fair Market Value ("FMV") <input type="checkbox"/> \$1
		Frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually	



BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 HEREOF.

Authorized Signer X:	Date:	Federal Tax ID: (Required) 74-6002422
Print Name: William R. Mitchell	Title: County Judge	

Accepted By: Xerox Financial Services LLC	Name and Title:
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1. Definitions. The words "You" and "Your" mean the legal entity identified in "Customer Information" above, and "XFS," "We," "Us," "Owner" and "Our" mean Xerox Financial Services LLC. "Party" means You or XFS, and "Parties" means both You and XFS. "Supplier" means the entity identified as "Supplier" above. "Acceptance Date" means the date You irrevocably determine Equipment has been delivered, installed and operating satisfactorily. "Agreement" means this Cost Per Image Agreement, including any attached Equipment Schedule. "Commencement Date" will be a date after the Acceptance Date, as set forth in Our first invoice, for facilitating an orderly transition and to provide a uniform billing cycle. "Discount Rate" means 3% per annum. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (defined in section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Excess Charges" means the applicable excess image charges. "Interim Period" means the period, if any, between the Acceptance Date and the Commencement Date. "Interim Payment" means one thirtieth of the Payment multiplied by the number of days in the Interim Period. "Payment" means the Payment specified above, which may include an amount payable to Supplier under the Maintenance Agreement to account for the Monthly Image Allowances listed above, the Excess Charges (unless otherwise agreed by You, Supplier and XFS), Taxes and other charges You, Supplier and XFS agree will be invoiced by XFS. "Maintenance Agreement" means a separate agreement between You and Supplier for maintenance and support purposes. "Origination Fee" means a one-time fee of \$125 billed on Your first invoice, which You agree to pay, covering origination, documentation, processing and other initial costs. "Term" means the Interim Period, if any, together with the Initial Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State(s) where XFS must file UCC-1 financing statements to perfect its interest in the Equipment. "Freight Fee" means a fee that We may charge on behalf of the Supplier to cover their costs of shipping supplies to You.

2. Agreement, Payments and Late Payments. You agree and represent that the Equipment was selected, configured and negotiated by You based on Your judgment and supplied by Supplier. At Your request, XFS will acquire same from Supplier to lease to You hereunder and You agree to lease same from XFS. The Initial Term commences on the Acceptance Date. You agree to remit to XFS each Payment as invoiced by Us according to the frequency set forth above. You agree to pay Us all sums due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer or direct debit from Your bank account by the due date. With Our consent, alternate forms of payment may be accepted subject to a nominal fee. If any Payment is not paid in full within 15 days of its due date, You will pay a late charge of the greater of 5% of the amount due or \$25, not to exceed the maximum amount permitted by law. We will make any required adjustment to the aforesaid invoicing/late charge practices in accordance with any applicable prompt payment laws in the state of Your formation once You provide notice thereof. For each dishonored or returned Payment, You will be assessed the applicable fee, not to exceed \$35. Restrictive covenants on any method of payment will be unenforceable.

3. Equipment and Software. To the extent that the Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that XFS is not the licensor of such Software, and therefore has no right, title or interest in it and You will comply throughout the Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for determining with the Supplier whether any Software Licenses are required and entering into them with the Software Supplier(s) no later than 30 days after the Acceptance Date. **YOU AGREE THE EQUIPMENT IS FOR YOUR LAWFUL BUSINESS USE IN THE UNITED STATES, WILL NOT BE USED FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES, AND IS NOT BEING ACQUIRED FOR RESALE.** You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. Non-Cancellable Agreement. EXCEPT FOR A NON-APPROPRIATION EVENT AS DESCRIBED IN SECTION 21 HEREOF, THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL TERM. YOUR OBLIGATION TO MAKE ALL PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOURSE FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, SUPPLIER, ANY THIRD PARTY, OR XFS. Any pursued claim by You against XFS for alleged breach of Our obligations hereunder shall be asserted solely in a separate action; provided, however, that Your obligations hereunder shall continue unabated.

5. End of Agreement Options. If a \$1 Purchase Option is designated, You will be deemed to have exercised Your option to purchase the Equipment as of the Acceptance Date. If an FMV purchase option is designated, You are not in default and if You provide no greater than 150 days and no less than 60 days' written notice prior to the end of term to XFS, You may, at the end of the Initial Term or any renewal term ("End Date"), either (a) purchase all, but not less than all, of the Equipment by paying its fair market value, as determined by XFS in its sole but reasonable discretion ("Determined FMV"), plus Taxes, or (b) return the Equipment within 30 days of the End Date, at Your expense, fully insured, to a continental US location XFS shall specify. You cannot return Equipment more than 30 days prior to the End Date without Our consent. If We consent, We may charge You, in addition to all undiscounted amounts due hereunder, an early termination fee. If You have not elected one of the above options, this Agreement shall renew for successive 1-month terms. Either party may terminate the Agreement as of the end of any renewal term on 30 days' prior written notice and by taking one of the actions identified in (a) or (b) in the preceding sentence of this section. Purchase options shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Term of such item, and by the delivery at such time by You to XFS of payment, in form acceptable to XFS, of the amount of the applicable purchase price. Upon payment of the applicable amount, XFS shall transfer Our interest in the Equipment to You on an "AS IS, WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind.

6. Equipment Delivery and Maintenance. You should arrange with Supplier to have the Equipment delivered to You at the location(s) specified herein, and You agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming when You have received, inspected and irrevocably accepted the Equipment, and authorize XFS to fund Supplier for the Equipment. If You fail to accept the Equipment, You shall no longer have any obligations hereunder. Equipment may not be moved to another physical location or removed from service without XFS's prior written consent, which shall not be unreasonably withheld or delayed. You shall permit XFS or its agent to inspect Equipment and any maintenance records relating thereto during Your normal business hours upon reasonable notice. You represent You have entered into a Maintenance Agreement to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines and to provide You with Equipment supplies. **You acknowledge that XFS is acting solely as an administrator for Supplier with respect to the billing and collecting of the charges under any Maintenance Agreement. XFS IS NOT LIABLE FOR ANY BREACH BY SUPPLIER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS HEREUNDER BE MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY SUPPLIER.**

7. Equipment Ownership, Labeling and UCC Filing. If and to the extent a court deems this Agreement to be a security agreement under the UCC, and otherwise for precautionary purposes only, You grant XFS a first priority security interest in the Equipment as defined on the first page hereof in order to secure Your performance hereunder. Unless a \$1 Purchase Option is applicable, XFS is and shall remain the sole Owner of the Equipment, except the Software. You authorize XFS to file a UCC financing statement to show, and to do all other acts to protect, Our interest in the Equipment. You agree to pay any

filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in Your organization such that a reiling or amendment to XFS's financing statement against You becomes necessary.

8. **Equipment Return.** If the Equipment is returned to XFS, it shall be in the same condition as when delivered to You, except for "ordinary wear and tear" and, if not in such condition, You will be liable for all reasonable expenses XFS incurs to return the Equipment to such condition. IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH CUSTOMER DATA AS OUTLINED IN THIS SECTION. XFS, Your Supplier or an XFS affiliate may, but are not required to, offer to securely remove all data from all disk drives or magnetic media upon return of the Equipment for an additional fee to cover the cost of the service and/or any replacement parts required.

9. **Meter Readings and Annual Adjustments.** You agree that Meter Reading submittal is covered by the Maintenance Agreement. At any time after 12 months from the Commencement Date and for each successive 12-month period thereafter during the Term, XFS may increase Your Payment and the Excess Charges by a maximum of fifteen percent (15%) of the then-current Payment therefor and You agree to pay such increased amounts.

10. **Assignment.** YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS AGREEMENT OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, You agree to pay the applicable assignment fee and reimburse XFS for any costs We incur in connection with that Assignment. XFS may sell, assign or transfer all or any part of the Equipment, the Agreement, and/or any of Our rights at no cost to You. XFS's assignee will have the same rights that We have to the extent assigned, however XFS shall remain liable for Our obligations. YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOUPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and You agree to remit Payments to such Assignee if so designated. XFS agrees and acknowledges that any Assignment by Us will not materially change Your obligations hereunder.

11. **Taxes.** You have represented to XFS that You are currently, and shall continue to be, a tax-exempt entity. In the event You are no longer tax-exempt (or are unable to provide proof thereof to XFS), You will be responsible for, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes [other than net income taxes], plus interest and penalties) assessed by any governmental entity on You, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), which will be included in XFS's invoices to You unless You timely provide continuing proof of Your tax exempt status. Regardless of Your tax-exempt status, XFS reserves the right to pass through, and You agree to pay, any such Taxes that are actually assessed by the applicable State on XFS as the Owner of the Equipment. For jurisdictions where certain taxes are calculated and paid at the time of agreement inflation, You authorize XFS to finance and adjust Your Payment to include such Taxes over the Term. Unless and until XFS notifies You in writing to the contrary, the following shall apply to personal property taxes and returns. If an FMV purchase option is applicable, XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from Your account all such personal property taxes. As compensation for Our internal and external costs in the administration of taxes related to this Agreement, You agree to pay Us a processing fee by asset per year during the Term, "Tax Administration Fee", not to exceed the maximum permitted by applicable law. XFS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT.

12. **Equipment Warranty Information and Disclaimers.** XFS HAS NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL EQUIPMENT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY OR CONDITION. Since You have selected the Equipment and Supplier, You acknowledge that You are aware of the name of the manufacturer of each item of Equipment, Supplier's contact information, and agree that You will contact manufacturer and/or Supplier for a description of any warranty rights You may have under the Equipment supply contract, sales order, or otherwise. Provided You are not in default hereunder, XFS hereby assigns to You any Equipment warranty rights We may have against Supplier or manufacturer thereof. If the Equipment is returned to XFS or You are in default, such rights are deemed reassigned by You to XFS. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR SUPPLIER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS AGREEMENT.

13. **Liability and Indemnification.** XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS") TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE. To the extent permitted by applicable law, You assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment; and (b) any and all loss or damage of or to the Equipment. Neither sentence in this Section shall apply to Claims arising directly and proximately from XFS's gross negligence or willful misconduct.

14. **Default and Remedies.** You will be in default hereunder if We do not receive Payment within 30 days after its due date, or You breach any other material obligation hereunder or any other agreement with Us. If You default, and such default continues for 10 days after We provide notice to You, We may, in addition to other remedies (including disabling or repossessing Equipment and/or requesting Supplier to cease performing under the Maintenance Agreement), immediately require You to do one or more of the following: as liquidated damages for loss of bargain and not as a penalty, pay the sum of (i) all amounts then due, plus interest from the due date until paid at the rate in accordance with the laws of Your State of formation covering state agencies and the applicable codes covering political subdivisions; (ii) pay all remaining Payments in the Term, discounted to date of default at the Discount Rate; (iii) the Equipment's booked residual or if not purchased, require You to return the Equipment as provided herein; and (iv) Taxes. The substantially prevailing party shall pay all reasonable costs, including attorneys' fees and disbursements, in any litigation to enforce this Agreement.

15. **Risk of Loss and Insurance.** You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at Your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry liability insurance against bodily injury, including death, and against property damage in the amount acceptable to us (collectively, "Required Insurance"). All such Equipment loss/damage insurance shall be with lender's loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS. XFS shall be similarly named as an additional insured on all relevant liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation. YOU MUST PROVIDE XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE ACCEPTANCE DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES. You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. Insurance proceeds from Required Insurance received shall be applied, at XFS's option, to (x) restore the Equipment so that it is in the same condition as when delivered to You (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to XFS the greater of (i) the total unpaid Payments for the entire Term hereof (discounted to present value at the Discount Rate) plus, if an FMV purchase option is designated on the first page hereof, XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS) plus any other amounts due to XFS hereunder, or (ii) the Determined FMV immediately prior to the loss or damage. NO LOSS OR DAMAGE TO EQUIPMENT SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS AGREEMENT, BUT XFS SHALL APPLY ANY INSURANCE PROCEEDS TO REDUCE THE REMAINING AMOUNTS DUE. Notwithstanding procurement of Required Insurance, You remain primarily liable for performance under this Section in the event the applicable insurance carrier fails or refuses to pay any claim.

16. **Authorization of Signer and Credit Review.** This Agreement has been duly authorized, executed and delivered by the Parties in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection herewith) and is valid, legal and binding in accordance with its terms. The person(s) signing this Agreement have the authority to do so, are acting with the full authorization of their governing body and hold the offices indicated below their signatures, each of which are genuine. You agree to furnish financial information, including Your Federal Tax ID, that XFS may request now, which shall accurately represent Your financial condition, and You authorize XFS to obtain credit reports on You in the future should You default or fail to make prompt payments hereunder. XFS represents that it is subject to, and shall abide by, the Xerox Corporation anti-discrimination, equal employment and other policies found at <https://www.xerox.com/en-us/jobs/diversity/policies-and-strategies> and the ethics and compliance policies found at <https://www.xerox.com/en-us/about/corporate-citizenship/ethics>, and that such policies shall control over any similar Customer policies in force.

17. **Finance Lease and Customer Waivers.** Unless this Agreement is designated to have a \$1 purchase option, the parties agree this Agreement shall be construed as a "finance lease" under UCC Article

2A. Customer waives its rights as a lessee under UCC 2A Sections 508-522.

18. **Original and Sole Controlling Document; No Modifications Unless in Writing.** This Agreement constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Agreement and are not binding on the Parties. You agree that an executed copy of this Agreement that is signed by Your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. To the extent this Agreement constitutes UCC chattel paper, no security interest in this Agreement may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL BE BINDING ON XFS, AS THE TERMS AND CONDITIONS OF THIS AGREEMENT EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS. XFS's failure to object to terms contained in any communication from You will not be a waiver or modification of the terms of this Agreement. You authorize XFS to insert or correct missing information on this Agreement, including but not limited to Your proper legal name, agreement numbers, serial numbers and other Equipment information, including Equipment substitutions or partial substitutions communicated to Us by the Supplier so long as there is no material impact to Your financial obligations.

19. **Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER.** THIS AGREEMENT IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE WHERE THE EQUIPMENT IS LOCATED. THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS AGREEMENT, OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL BE IN A FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED. UNLESS SPECIFICALLY PROHIBITED BY THE APPLICABLE GOVERNING LAW REFERENCED ABOVE, THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

20. **Miscellaneous.** Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Agreement. Notices hereunder must be in writing. Notices to You will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to Our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. Solely for collection purposes, You authorize XFS to communicate with You by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address You provide to Us. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Agreement as Customer, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Agreement: Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable hereunder to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by Us to the payment of amounts legally owed hereunder or refunded to You.

21. **Non-Appropriation.** This Section is applicable only if the inclusion of a non-appropriation provision is legally required. Your obligation to pay all amounts due hereunder is contingent upon approval of the appropriation of funds by Your governing body. In the event funds are not appropriated for any forthcoming fiscal period equal to amounts due hereunder, and You have no other funds legally available to be allocated to the payment of Your obligations hereunder, You may terminate this Agreement effective on the first day of such fiscal period ("Termination Date") if: (a) You have used due diligence to exhaust all funds legally available; and (b) XFS has received written notice from You at least thirty (30) days before the Termination Date. At XFS's request, You shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, You shall not be obligated for any Payment(s) for any fiscal period for which funds have not been so appropriated, and You shall promptly deliver the Equipment to the Dealer (or such other party as We may designate) as set forth in the return provisions hereof.

State and Local Government Cost Per Image Agreement



Supplier Name & Address: Quality Print Solutions 123 N. High Street Uvalde Texas, 78801		Agreement No: 020-0124682-0	
Owner: XEROX FINANCIAL SERVICES LLC – 201 Merritt 7, Norwalk, CT 06851			
Full Legal Name: County of Uvalde		Phone Number: 830-278-3216	
Billing Address: Courthouse Plaza #4		City: Uvalde	State: Texas
Contact Name: Alice Chapman		Contact Email: alchapman@uvaldecountry.com	
Quantity	Model and Description	Quantity	Model and Description
1	C8155H/Fax/LX Finisher/Hole Punch		
<input type="checkbox"/> See Attached Schedule A Equipment Location (if different from Billing Address): Attn: Treasurer			
METER AND/OR POOL ALLOWANCE			
Meter/Pool Name:	Allowance:	Excess Rate:	
B&W	8000	.008	
Color	0	.055	
Excess Image Charge Billing Frequency (Monthly if not noted): <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other			
Initial Term: (IN MONTHS)	60	Payment (plus applicable taxes): \$ 292.02	<input checked="" type="checkbox"/> Fair Market Value ("FMV") <input type="checkbox"/> \$1
		Frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually	
BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 HEREOF.			
Authorized Signer X:		Date:	Federal Tax ID: (Required) 74-6002422
Print Name: William R. Mitchell		Title: County Judge	
Accepted By: Xerox Financial Services LLC		Name and Title:	

1. Definitions. The words "You" and "Your" mean the legal entity identified in "Customer Information" above, and "XFS," "We," "Us," "Owner" and "Our" mean Xerox Financial Services LLC. "Party" means You or XFS, and "Parties" means both You and XFS. "Supplier" means the entity identified as "Supplier" above. "Acceptance Date" means the date You irrevocably determine Equipment has been delivered, installed and operating satisfactorily. "Agreement" means this Cost Per Image Agreement, including any attached Equipment Schedule. "Commencement Date" will be a date after the Acceptance Date, as set forth in Our first invoice, for facilitating an orderly transition and to provide a uniform billing cycle. "Discount Rate" means 3% per annum. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (defined in section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Excess Charges" means the applicable excess image charges. "Interim Period" means the period, if any, between the Acceptance Date and the Commencement Date. "Interim Payment" means one thirtieth of the Payment multiplied by the number of days in the Interim Period. "Payment" means the Payment specified above, which may include an amount payable to Supplier under the Maintenance Agreement to account for the Monthly Image Allowances listed above, the Excess Charges (unless otherwise agreed by You, Supplier and XFS), Taxes and other charges You, Supplier and XFS agree will be invoiced by XFS. "Maintenance Agreement" means a separate agreement between You and Supplier for maintenance and support purposes. "Origination Fee" means a one-time fee of \$125 billed on Your first invoice, which You agree to pay, covering origination, documentation, processing and other initial costs. "Term" means the Interim Period, if any, together with the Initial Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State(s) where XFS must file UCC-1 financing statements to perfect its interest in the Equipment. "Freight Fee" means a fee that We may charge on behalf of the Supplier to cover their costs of shipping supplies to You.

2. Agreement, Payments and Late Payments. You agree and represent that the Equipment was selected, configured and negotiated by You based on Your judgment and supplied by Supplier. At Your request, XFS will acquire same from Supplier to lease to You hereunder and You agree to lease same from XFS. The Initial Term commences on the Acceptance Date. You agree to remit to XFS each Payment as invoiced by Us according to the frequency set forth above. You agree to pay Us all sums due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer or direct debit from Your bank account by the due date. With Our consent, alternate forms of payment may be accepted subject to a nominal fee. If any Payment is not paid in full within 15 days of its due date, You will pay a late charge of the greater of 5% of the amount due or \$25, not to exceed the maximum amount permitted by law. We will make any required adjustment to the aforesaid invoicing/late charge practices in accordance with any applicable prompt payment laws in the state of Your formation once You provide notice thereof. For each dishonored or returned Payment, You will be assessed the applicable fee, not to exceed \$35. Restrictive covenants on any method of payment will be unenforceable.

3. Equipment and Software. To the extent that the Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that XFS is not the licensor of such Software, and therefore has no right, title or interest in it and You will comply throughout the Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for determining with the Supplier whether any Software Licenses are required and entering into them with the Software Supplier(s) no later than 30 days after the Acceptance Date. **YOU AGREE THE EQUIPMENT IS FOR YOUR LAWFUL BUSINESS USE IN THE UNITED STATES, WILL NOT BE USED FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES, AND IS NOT BEING ACQUIRED FOR RESALE.** You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. Non-Cancellable Agreement. EXCEPT FOR A NON-APPROPRIATION EVENT AS DESCRIBED IN SECTION 21 HEREOF, THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL TERM. YOUR OBLIGATION TO MAKE ALL PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOURSE FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, SUPPLIER, ANY THIRD PARTY, OR XFS. Any pursued claim by You against XFS for alleged breach of Our obligations hereunder shall be asserted solely in a separate action; provided, however, that Your obligations hereunder shall continue unabated.

5. End of Agreement Options. If a \$1 Purchase Option is designated, You will be deemed to have exercised Your option to purchase the Equipment as of the Acceptance Date. If an FMV purchase option is designated, You are not in default and if You provide no greater than 150 days and no less than 60 days' written notice prior to the end of term to XFS, You may, at the end of the Initial Term or any renewal term ("End Date"), either (a) purchase all, but not less than all, of the Equipment by paying its fair market value, as determined by XFS in its sole but reasonable discretion ("Determined FMV"), plus Taxes, or (b) return the Equipment within 30 days of the End Date, at Your expense, fully insured, to a continental US location XFS shall specify. You cannot return Equipment more than 30 days prior to the End Date without Our consent. If We consent, We may charge You, in addition to all undiscounted amounts due hereunder, an early termination fee. If You have not elected one of the above options, this Agreement shall renew for successive 1-month terms. Either party may terminate the Agreement as of the end of any renewal term on 30 days' prior written notice and by taking one of the actions identified in (a) or (b) in the preceding sentence of this section. Purchase options shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Term of such item, and by the delivery at such time by You to XFS of payment, in form acceptable to XFS, of the amount of the applicable purchase price. Upon payment of the applicable amount, XFS shall transfer Our interest in the Equipment to You on an "AS IS, WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind.

6. Equipment Delivery and Maintenance. You should arrange with Supplier to have the Equipment delivered to You at the location(s) specified herein, and You agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming when You have received, inspected and irrevocably accepted the Equipment, and authorize XFS to fund Supplier for the Equipment. If You fail to accept the Equipment, You shall no longer have any obligations hereunder. Equipment may not be moved to another physical location or removed from service without XFS's prior written consent, which shall not be unreasonably withheld or delayed. You shall permit XFS or its agent to inspect Equipment and any maintenance records relating thereto during Your normal business hours upon reasonable notice. You represent You have entered into a Maintenance Agreement to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines and to provide You with Equipment supplies. You acknowledge that XFS is acting solely as an administrator for Supplier with respect to the billing and collecting of the charges under any Maintenance Agreement. **XFS IS NOT LIABLE FOR ANY BREACH BY SUPPLIER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS HEREUNDER BE MODIFIED, RELEASED OR EXCUSSED BY ANY ALLEGED BREACH BY SUPPLIER.**

7. Equipment Ownership, Labeling and UCC Filing. If and to the extent a court deems this Agreement to be a security agreement under the UCC, and otherwise for precautionary purposes only, You grant XFS a first priority security interest in the Equipment as defined on the first page hereof in order to secure Your performance hereunder. Unless a \$1 Purchase Option is applicable, XFS is and shall remain the sole Owner of the Equipment, except the Software. You authorize XFS to file a UCC financing statement to show, and to do all other acts to protect, Our interest in the Equipment. You agree to pay any

filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in Your organization such that a re-filing or amendment to XFS's financing statement against You becomes necessary.

8. **Equipment Return.** If the Equipment is returned to XFS, it shall be in the same condition as when delivered to You, except for "ordinary wear and tear" and, if not in such condition, You will be liable for all reasonable expenses XFS incurs to return the Equipment to such condition. IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH CUSTOMER DATA AS OUTLINED IN THIS SECTION. XFS, Your Supplier or an XFS affiliate may, but are not required to, offer to securely remove all data from all disk drives or magnetic media upon return of the Equipment for an additional fee to cover the cost of the service and/or any replacement parts required.

9. **Meter Readings and Annual Adjustments.** You agree that Meter Reading submittal is covered by the Maintenance Agreement. At any time after 12 months from the Commencement Date and for each successive 12-month period thereafter during the Term, XFS may increase Your Payment and the Excess Charges by a maximum of fifteen percent (15%) of the then-current Payment therefor and You agree to pay such increased amounts.

10. **Assignment.** YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS AGREEMENT OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, You agree to pay the applicable assignment fee and reimburse XFS for any costs We incur in connection with that Assignment. XFS may sell, assign or transfer all or any part of the Equipment, the Agreement, and/or any of Our rights at no cost to You. XFS's assignee will have the same rights that We have to the extent assigned, however XFS shall remain liable for Our obligations. YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOUPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and You agree to remit Payments to such Assignee if so designated. XFS agrees and acknowledges that any Assignment by Us will not materially change Your obligations hereunder.

11. **Taxes.** You have represented to XFS that You are currently, and shall continue to be, a tax-exempt entity. In the event You are no longer tax-exempt (or are unable to provide proof thereof to XFS), You will be responsible for, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on You, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), which will be included in XFS's invoices to You unless You timely provide continuing proof of Your tax exempt status. Regardless of Your tax-exempt status, XFS reserves the right to pass through, and You agree to pay, any such Taxes that are actually assessed by the applicable State on XFS as the Owner of the Equipment. For jurisdictions where certain taxes are calculated and paid at the time of agreement initiation, You authorize XFS to finance and adjust Your Payment to include such Taxes over the Term. Unless and until XFS notifies You in writing to the contrary, the following shall apply to personal property taxes and returns. If an FMV purchase option is applicable, XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from Your account all such personal property taxes. As compensation for Our internal and external costs in the administration of taxes related to this Agreement, You agree to pay Us a processing fee by asset per year during the Term, "Tax Administration Fee", not to exceed the maximum permitted by applicable law. XFS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT.

12. **Equipment Warranty Information and Disclaimers.** XFS HAS NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL EQUIPMENT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY OR CONDITION. Since You have selected the Equipment and Supplier, You acknowledge that You are aware of the name of the manufacturer of each item of Equipment, Supplier's contact information, and agree that You will contact manufacturer and/or Supplier for a description of any warranty rights You may have under the Equipment supply contract, sales order, or otherwise. Provided You are not in default hereunder, XFS hereby assigns to You any Equipment warranty rights We may have against Supplier or manufacturer thereof. If the Equipment is returned to XFS or You are in default, such rights are deemed reassigned by You to XFS. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR SUPPLIER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS AGREEMENT.

13. **Liability and Indemnification.** XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS") TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE. To the extent permitted by applicable law, You assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment; and (b) any and all losses or damage of or to the Equipment. Neither sentence in this Section shall apply to Claims arising directly and proximately from XFS's gross negligence or willful misconduct.

14. **Default and Remedies.** You will be in default hereunder if We do not receive Payment within 30 days after its due date, or You breach any other material obligation hereunder or any other agreement with Us. If You default, and such default continues for 10 days after We provide notice to You, We may, in addition to other remedies (including disabling or repossessing Equipment and/or requesting Supplier to cease performing under the Maintenance Agreement), immediately require You to do one or more of the following: as liquidated damages for loss of bargain and not as a penalty, pay the sum of (i) all amounts then due, plus interest from the due date until paid at the rate in accordance with the laws of Your State of formation covering state agencies and the applicable codes covering political subdivisions; (ii) pay all remaining Payments in the Term, discounted to date of default at the Discount Rate; (iii) the Equipment's booked residual or if not purchased, require You to return the Equipment as provided herein; and (iv) Taxes. The substantially prevailing party shall pay all reasonable costs, including attorneys' fees and disbursements, in any litigation to enforce this Agreement.

15. **Risk of Loss and Insurance.** You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at Your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry liability insurance against bodily injury, including death, and against property damage in the amount acceptable to us (collectively, "Required Insurance"). All such Equipment loss/damage insurance shall be with lender's loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS. XFS shall be similarly named as an additional insured on all relevant liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation. YOU MUST PROVIDE XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE ACCEPTANCE DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES. You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. Insurance proceeds from Required Insurance received shall be applied, at XFS's option, to (x) restore the Equipment so that it is in the same condition as when delivered to You (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to XFS the greater of (i) the total unpaid Payments for the entire Term hereof (discounted to present value at the Discount Rate) plus, if an FMV purchase option is designated on the first page hereof, XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS) plus any other amounts due to XFS hereunder, or (ii) the Determined FMV immediately prior to the loss or damage. NO LOSS OR DAMAGE TO EQUIPMENT SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS AGREEMENT, BUT XFS SHALL APPLY ANY INSURANCE PROCEEDS TO REDUCE THE REMAINING AMOUNTS DUE. Notwithstanding procurement of Required Insurance, You remain primarily liable for performance under this Section in the event the applicable insurance carrier fails or refuses to pay any claim.

16. **Authorization of Signer and Credit Review.** This Agreement has been duly authorized, executed and delivered by the Parties in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection herewith) and is valid, legal and binding in accordance with its terms. The person(s) signing this Agreement have the authority to do so, are acting with the full authorization of their governing body and hold the offices indicated below their signatures, each of which are genuine. You agree to furnish financial information, including Your Federal Tax ID, that XFS may request now, which shall accurately represent Your financial condition, and You authorize XFS to obtain credit reports on You in the future should You default or fail to make prompt payments hereunder. XFS represents that it is subject to, and shall abide by, the Xerox Corporation anti-discrimination, equal employment and other policies found at <https://www.xerox.com/en-us/jobs/diversity/policies-and-strategies> and the ethics and compliance policies found at <https://www.xerox.com/en-us/about/corporate-citizenship/ethics>, and that such policies shall control over any similar Customer policies in force.

17. **Finance Lease and Customer Waivers.** Unless this Agreement is designated to have a \$1 purchase option, the parties agree this Agreement shall be construed as a "finance lease" under UCC Article 2A. Customer waives its rights as a lessee under UCC 2A Sections 508-522.

18. **Original and Sole Controlling Document; No Modifications Unless in Writing.** This Agreement constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Agreement and are not binding on the Parties. You agree that an executed copy of this Agreement that is signed by Your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. To the extent this Agreement constitutes UCC chattel paper, no security interest in this Agreement may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL BE BINDING ON XFS, AS THE TERMS AND CONDITIONS OF THIS AGREEMENT EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS. XFS's failure to object to terms contained in any communication from You will not be a waiver or modification of the terms of this Agreement. You authorize XFS to insert or correct missing information on this Agreement, including but not limited to Your proper legal name, agreement numbers, serial numbers and other Equipment information, including Equipment substitutions or partial substitutions communicated to Us by the Supplier so long as there is no material impact to Your financial obligations.

19. **Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER.** THIS AGREEMENT IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE WHERE THE EQUIPMENT IS LOCATED. THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS AGREEMENT, OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL BE IN A FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED. UNLESS SPECIFICALLY PROHIBITED BY THE APPLICABLE GOVERNING LAW REFERENCED ABOVE, THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

20. **Miscellaneous.** Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Agreement. Notices hereunder must be in writing. Notices to You will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to Our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. Solely for collection purposes, You authorize XFS to communicate with You by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address You provide to Us. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Agreement as Customer, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Agreement: Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable hereunder to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by Us to the payment of amounts legally owed hereunder or refunded to You.

21. **Non-Appropriation.** This Section is applicable only if the inclusion of a non-appropriation provision is legally required. Your obligation to pay all amounts due hereunder is contingent upon approval of the appropriation of funds by Your governing body. In the event funds are not appropriated for any forthcoming fiscal period equal to amounts due hereunder, and You have no other funds legally available to be allocated to the payment of Your obligations hereunder, You may terminate this Agreement effective on the first day of such fiscal period ("Termination Date") if: (a) You have used due diligence to exhaust all funds legally available; and (b) XFS has received written notice from You at least thirty (30) days before the Termination Date. At XFS's request, You shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, You shall not be obligated for any Payment(s) for any fiscal period for which funds have not been so appropriated, and You shall promptly deliver the Equipment to the Dealer (or such other party as We may designate) as set forth in the return provisions hereof.

**13. CONSIDER AND ACT UPON CERTIFICATE OF ACHIEVEMENT
FOR EXCELLENCE IN FINANCIAL REPORTING**

The Government Finance Officers Association of the United States and Canada has awarded the Certificate of Achievement for Excellence in Financial Reporting to the County of Uvalde. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting and its attainment represents a significant accomplishment by a government and its management.

Congratulations to all elected officials and staff members and especially to County Treasurer Joni Deorsam and County Auditor Alice Chapman. This is the 27th year in a row that the County has received this award.

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**County of Uvalde
Texas**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2022

Christopher P. Morill

Executive Director/CEO



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

12/14/2023

Alice Chapman
Auditor
County of Uvalde, Texas

Dear Alice:

Congratulations!

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended September 30, 2022 has met the requirements to be awarded GFOA's Certificate of Achievement for Excellence in Financial Reporting. The GFOA established the Certificate of Achievement for Excellence in Financial Reporting Program (Certificate Program) in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare annual comprehensive financial reports that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting. Congratulations, again, for having satisfied the high standards of the program.

Your electronic award packet contains the following:

- **A "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements.** We strongly encourage you to implement the recommended improvements in your next report. Certificate of Achievement Program policy requires that written responses to these comments and suggestions for improvement be included with your 2023 fiscal year end submission. If a comment is unclear or there appears to be a discrepancy, please contact the Technical Services Center at (312) 977-9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.
- **Certificate of Achievement.** A Certificate of Achievement is valid for a period of one year. A current holder of a Certificate of Achievement may reproduce the Certificate in its immediately subsequent annual comprehensive financial report. Please refer to the instructions for reproducing your Certificate in your next report.
- **Award of Financial Reporting Achievement.** When GFOA awards a government the Certificate of Achievement for Excellence in Financial Reporting, we also present an Award of Financial Reporting Achievement (AFRA) to the department identified in the application as primarily responsible for achievement of the Certificate.
- **Sample press release.** Attaining this award is a significant accomplishment. Attached is a sample news release that you may use to give appropriate publicity to this notable achievement.

In addition, award recipients will receive via mail either a plaque (if first-time recipients or if the government has received the Certificate ten times since it received its last plaque) or a brass medallion to affix to the plaque (if the government currently has a plaque with space to affix the medallion). Plaques and medallions will be mailed separately.

As an award-winning government, we would like to invite one or more appropriate members of the team that put together your annual comprehensive financial report to apply to join the Special Review Committee. As members of the Special Review Committee, peer reviewers get exposure to a variety of reports from around the country; gain insight into how to improve their own reports; achieve professional recognition; and provide valuable input that helps other local governments improve their reports. Please see our website for [eligibility requirements](#) and [information on completing an application](#).

Thank you for participating in and supporting the Certificate of Achievement Program. If we may be of any further assistance, please contact the Technical Services Center at (312) 977-9700.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services



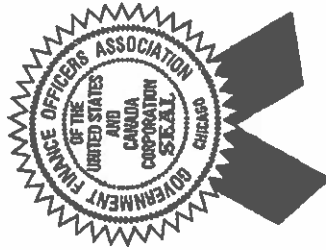
The Government Finance Officers Association of
the United States and Canada

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Alice L. Chapman
Auditor
County of Uvalde, Texas



The Award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the department or individual designated as instrumental in the government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Date: 12/14/2023

Christopher P. Morill



The Government Finance Officers Association of
the United States and Canada

presents this

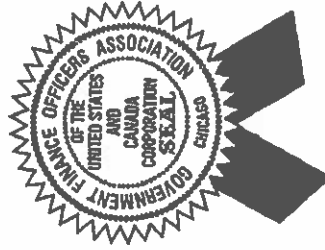
AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Joni Deorsam

Treasurer

County of Uvalde, Texas



The Award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the department or individual designated as instrumental in the government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morill

Date: 12/14/2023

14. CONSIDER AND ACT UPON ROAD ADMINISTRATORS REPORT

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

UVALDE COUNTY ROAD DEPT. 2023-2024

02/08/24

Pct 1 = 5% County Roads · Pct 2 = 9% County Roads
Pct 3 = 61% County Roads · Pct 4 = 25% County Roads

Date	Num	Account	Amount
1 PRECINT ONE			
02/07/2024	101	PATCHING ROAD	617.33
Total 1 PRECINT ONE			617.33
2 PRECINT TWO			
01/18/2024	202	MOVE EQUIPMENT	520.04
01/22/2024	201	MOVE EQUIPMENT	520.04
01/24/2024	201	BLADE ROAD	1,069.79
01/29/2024	201	BLADE ROAD	1,146.28
01/30/2024	UVLDE ESTAT	INSTALL SPEED BUMPS	3,590.56
01/31/2024	UVLDE ESTAT	INSTALL SPEED BUMPS	3,520.62
02/01/2024	UVLDE ESTAT	PUT UP SIGNS	645.10
02/05/2024	UVLDE ESTAT	PATCHING ROAD	449.39
02/06/2024	UVLDE ESTAT	PATCHING ROAD	1,175.76
Total 2 PRECINT TWO			12,637.58
3 PRECINT THREE			
01/18/2024	345	HAUL MATERIAL	579.44
01/18/2024	345	BLADE ROAD	1,494.64
01/18/2024	332 335	BLADE ROAD	1,156.60
01/19/2024	350	PAVE EDGING	5,018.09
01/19/2024	350	MOVE EQUIPMENT	921.15
01/22/2024	350 TO YARD	MOVE EQUIPMENT	520.04
01/22/2024	UTOPIA	CUT TREE & REMOVE	824.19
01/23/2024	327	BLADE ROAD	1,390.76
01/23/2024	332	BLADE ROAD	1,175.08
01/23/2024	UTOPIA PARK	CUT TREE & REMOVE	360.61
01/23/2024	KNIPPA	PATCHING POT HOLES	575.61
01/23/2024	350	MOVE EQUIPMENT	520.04
01/24/2024	SAB TO UTOP	MOVE EQUIPMENT	375.68
01/24/2024	337	BLADE ROAD	1,205.00
01/24/2024	335,360,350	MOVE EQUIPMENT	1,040.08
01/25/2024	KNIPP,SABIN	CHECK ROADS	393.85
01/25/2024	360	BLADE ROAD	1,175.08
01/25/2024	350	PATCHING ROAD	742.79
01/25/2024	350	MOVE EQUIPMENT	1,040.08
01/29/2024	361	BLADE ROAD	1,498.88
01/29/2024	350	MOVE SIGN	396.79
01/29/2024	360 TO 334	MOVE EQUIPMENT	535.36
01/30/2024	350, 365	MOVE EQUIPMENT	719.44
01/31/2024	309	CUT BRUSH	393.85
01/31/2024	365	BLADE ROAD	1,146.28
02/01/2024	350	PUT UP SIGNS	278.28
02/01/2024	354	PATCHING ROAD	1,321.87
02/01/2024	309	BLADE ROAD	1,205.00
02/02/2024	309	BLADE ROAD	1,205.00
02/05/2024	309	BLADE ROAD	2,043.81
02/05/2024	309	BLADE ROAD	335.64
02/06/2024	350-SAB YRD	MOVE EQUIPMENT	719.44
02/06/2024	309	BLADE ROAD	2,043.81
02/07/2024	309	BLADE ROAD	2,043.81
Total 3 PRECINT THREE			36,396.07
4 PRECINT FOUR			
01/18/2024	408	MOVE EQUIPMENT	520.04
01/18/2024	403,428	PATCHING ROAD	1,039.19
01/23/2024	415	PATCHING ROAD	593.12
01/23/2024	405	FIX BUMP GATE	385.23
01/24/2024	415	PUT UP SIGNS	352.78
01/24/2024	415	PATCHING POT HOLES	816.21
01/25/2024	CNTY YARD	LOAD ASPHALT	183.05
01/25/2024	429	PATCHING ROAD	742.79
01/26/2024	429	PATCHING ROAD	962.74
01/26/2024	429	PATCHING ROAD	1,079.04
01/26/2024	429	PATCHING ROAD	904.16
01/26/2024	CNTY YARD	LOAD ASPHALT	511.24
01/29/2024	CNTY YARD	LOAD MILLINGS	438.83

UVALDE COUNTY ROAD DEPT. 2023-2024

02/08/24

Pct 1 = 5% County Roads · Pct 2 = 9% County Roads
Pct 3 = 61% County Roads · Pct 4 = 25% County Roads

<u>Date</u>	<u>Num</u>	<u>Account</u>	<u>Amount</u>
02/01/2024	HOOD, 429	PUT UP SIGNS	226.48
02/02/2024	429	PATCHING ROAD	1,048.39
02/05/2024	405	FIX BUMP GATE	146.13
02/05/2024	429	PATCHING ROAD	449.39
02/07/2024	DEER VALLEY	PATCHING ROAD	617.33
02/07/2024	412,413,414	CHECK ROADS	346.88
02/07/2024	414	MOVE EQUIPMENT	680.64
Total 4 PRECINT FOUR			12,043.66
TOTAL			61,694.64

**15. CONSIDER AND ACT UPON LINE ITEM BUDGET
AMENDMENTS**

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

16. CONSIDER AND ACT UPON PAYMENT OF BILLS

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

**17. CONSIDER AND ACT UPON APPROVAL OF MONTHLY
REPORTS**

_____ **Commissioner Yeackle**
_____ **Commissioner Pargas**
_____ **Commissioner Bates**
_____ **Commissioner Garza**

18. CONSIDER AND ACT UPON PAYROLL APPROVAL

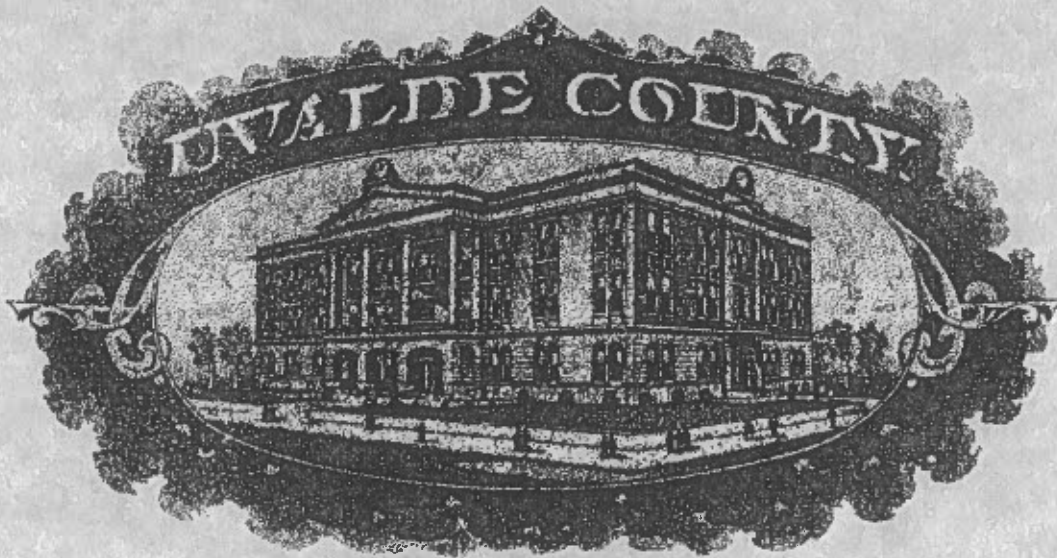
_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

19. CONSIDER AND ACT UPON RESOLUTIONS/PROCLAMATIONS



UVALDE, TEXAS

RESOLUTION

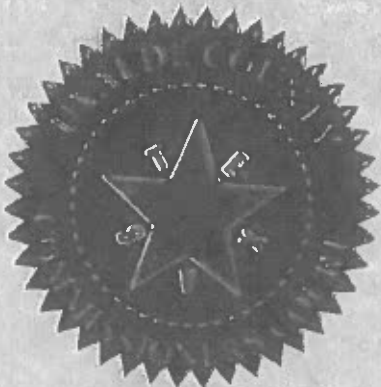
WHEREAS, The family and many friends of **ROY EDWIN CHISUM** an esteemed citizen of Uvalde County, were profoundly saddened by his death; and

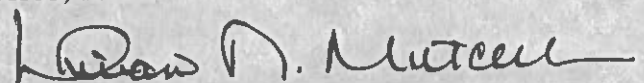
WHEREAS, Throughout his life, this outstanding individual contributed in countless ways to the betterment of Uvalde County; and although his warmth, intelligence and energy will be greatly missed, his memory will live on in the hearts of all who knew him; now therefore, be it

RESOLVED That the Uvalde County Commissioners Court hereby honor the memory of **ROY EDWIN CHISUM** and extend sympathy to the members of the family; and be it further

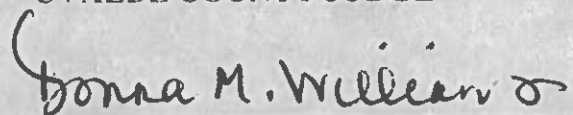
RESOLVED That official copies of the resolution be prepared for the members of his family and as the Uvalde County Commissioners Court adjourns this day, it do so in the memory of **ROY EDWIN CHISUM**.

APPROVED on this the 12th day of FEBRUARY, 2024.

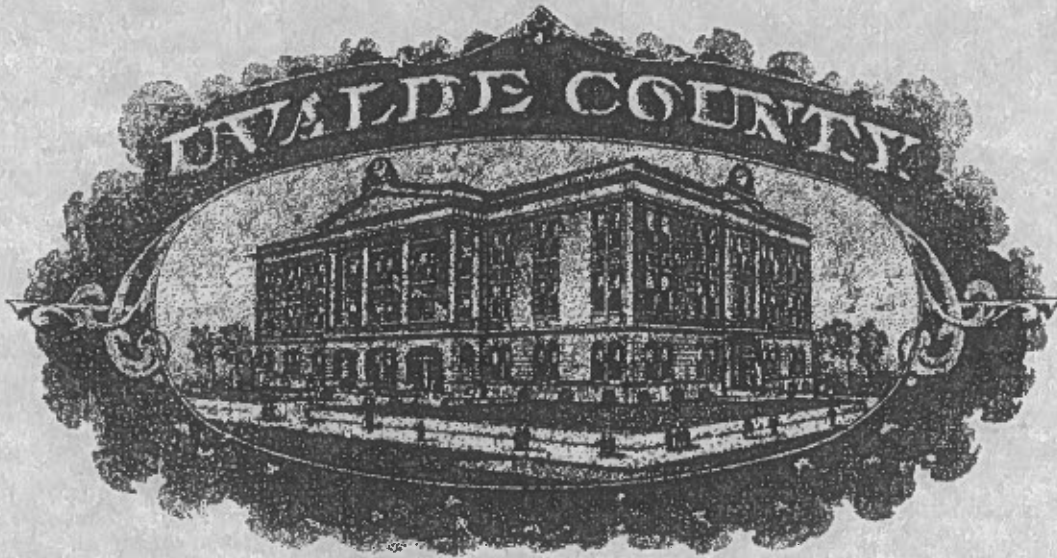




WILLIAM R. MITCHELL
UVALDE COUNTY JUDGE



DONNA M. WILLIAMS
UVALDE COUNTY CLERK



UVALDE, TEXAS

RESOLUTION

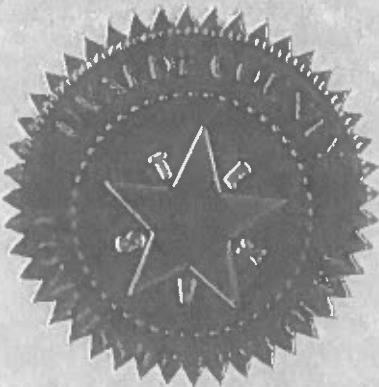
WHEREAS, The family and many friends of **DEBBIE CUELLAR FLORES** an esteemed citizen of Uvalde County, were profoundly saddened by her death; and

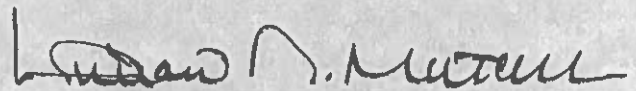
WHEREAS, Throughout her life, this outstanding individual contributed in countless ways to the betterment of Uvalde County; and although her warmth, intelligence and energy will be greatly missed, her memory will live on in the hearts of all who knew her; now therefore, be it

RESOLVED That the Uvalde County Commissioners Court hereby honor the memory of **DEBBIE CUELLAR FLORES** and extend sympathy to the members of the family; and be it further

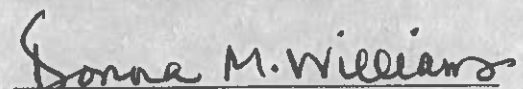
RESOLVED That official copies of the resolution be prepared for the members of her family and when the Uvalde County Commissioners Court adjourns this day, it do so in the memory of **DEBBIE CUELLAR FLORES**.

APPROVED on this the 12th day of **FEBRUARY, 2024**.

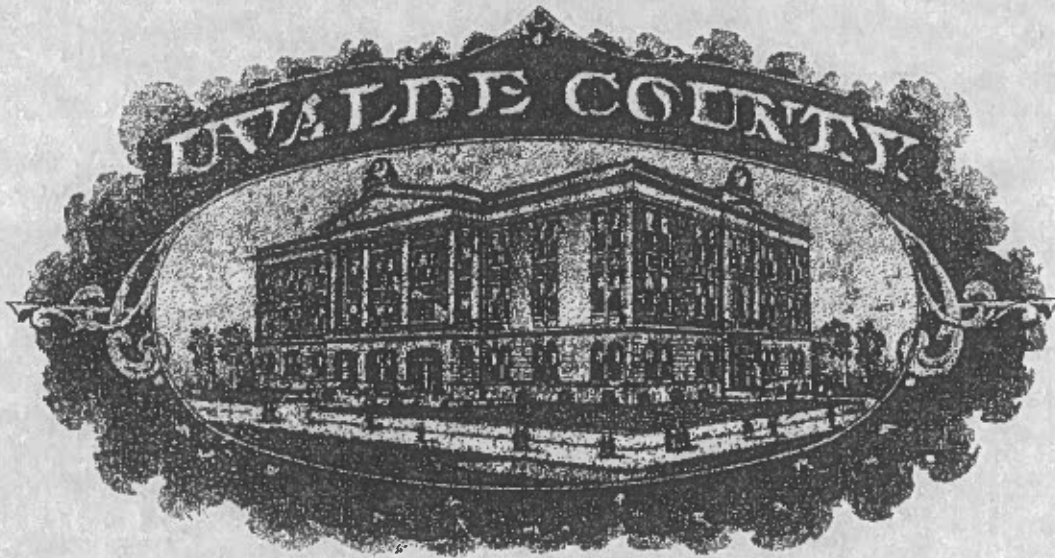




WILLIAM R. MITCHELL
UVALDE COUNTY JUDGE



DONNA M. WILLIAMS
UVALDE COUNTY CLERK



UVALDE, TEXAS

RESOLUTION

WHEREAS, The family and many friends of **MARIA DE JESUS LONGORIA MALDONADO** an esteemed citizen of Uvalde County, were profoundly saddened by her death; and

WHEREAS, Throughout her life, this outstanding individual contributed in countless ways to the betterment of Uvalde County; and although her warmth, intelligence and energy will be greatly missed, her memory will live on in the hearts of all who knew her; now therefore, be it

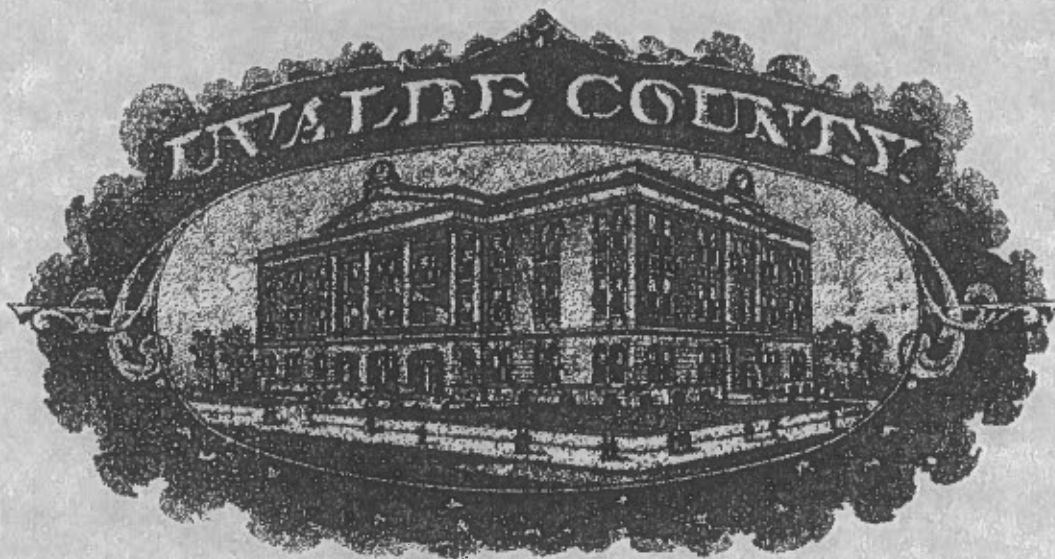
RESOLVED That the Uvalde County Commissioners Court hereby honor the memory of **MARIA DE JESUS LONGORIA MALDONADO** and extend sympathy to the members of the family; and be it further

RESOLVED That official copies of the resolution be prepared for the members of her family and when the Uvalde County Commissioners Court adjourns this day, it do so in the memory of **MARIA DE JESUS LONGORIA MALDONADO**.

APPROVED on this the 12th day of **FEBRUARY, 2024**.

WILLIAM R. MITCHELL
UVALDE COUNTY JUDGE

DONNA M. WILLIAMS
UVALDE COUNTY CLERK



UVALDE, TEXAS

RESOLUTION

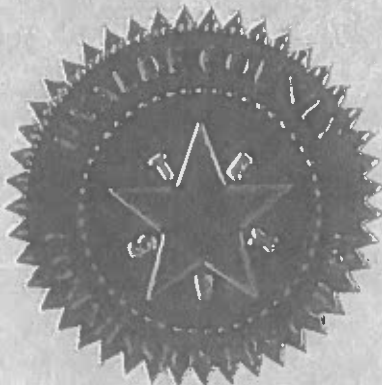
WHEREAS, The family and many friends of *TRAVIS FRANK MUECKE* an esteemed citizen of Uvalde County, were profoundly saddened by his death; and

WHEREAS, Throughout his life, this outstanding individual contributed in countless ways to the betterment of Uvalde County; and although his warmth, intelligence and energy will be greatly missed, his memory will live on in the hearts of all who knew him; now therefore, be it

RESOLVED That the Uvalde County Commissioners Court hereby honor the memory of *TRAVIS FRANK MUECKE* and extend sympathy to the members of the family; and be it further

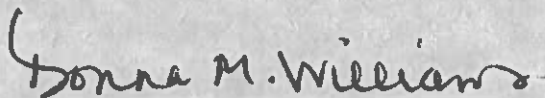
RESOLVED That official copies of the resolution be prepared for the members of his family and as the Uvalde County Commissioners Court adjourns this day, it do so in the memory of *TRAVIS FRANK MUECKE*.

APPROVED on this the 12th day of FEBRUARY, 2024.

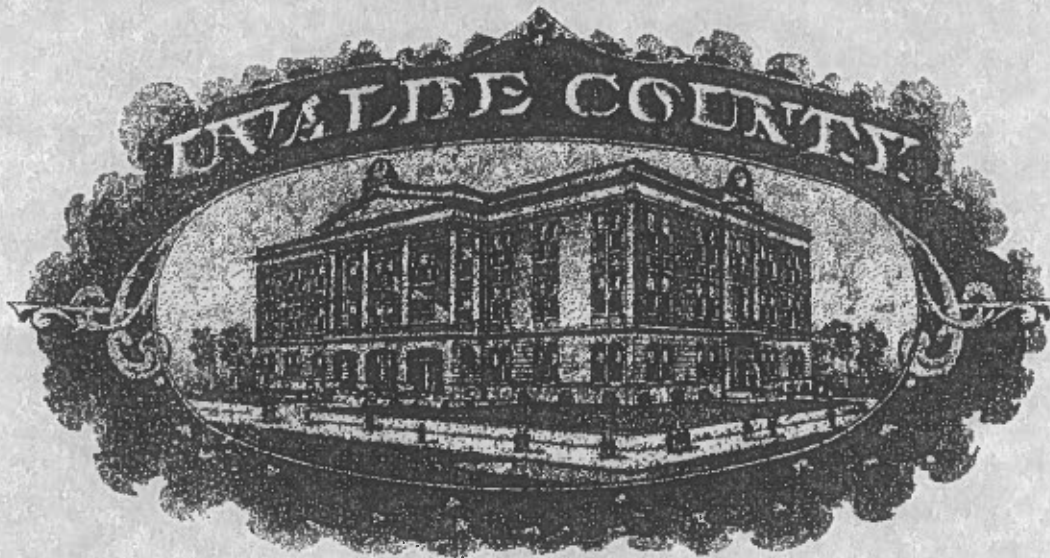




WILLIAM R. MITCHELL
UVALDE COUNTY JUDGE



DONNA M. WILLIAMS
UVALDE COUNTY CLERK



UVALDE, TEXAS

RESOLUTION

WHEREAS, The family and many friends of *ROBERTO VALDEZ, JR.* an esteemed citizen of Uvalde County, were profoundly saddened by his death; and

WHEREAS, Throughout his life, this outstanding individual contributed in countless ways to the betterment of Uvalde County; and although his warmth, intelligence and energy will be greatly missed, his memory will live on in the hearts of all who knew him; now therefore, be it

RESOLVED That the Uvalde County Commissioners Court hereby honor the memory of *ROBERTO VALDEZ, JR.* and extend sympathy to the members of the family; and be it further

RESOLVED That official copies of the resolution be prepared for the members of his family and as the Uvalde County Commissioners Court adjourns this day, it do so in the memory of *ROBERTO VALDEZ, JR.*

APPROVED on this the 12th day of FEBRUARY, 2024.

WILLIAM R. MITCHELL
UVALDE COUNTY JUDGE

DONNA M. WILLIAMS
UVALDE COUNTY CLERK