

THE UVALDE COUNTY COMMISSIONERS COURT WILL MEET AT 10 AM ON TUESDAY, MAY 28TH, 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 presentation by Ede & Co., CPA of comprehensive annual financial report for the year ended September 30, 2023
4. Consider and act upon request to have personally owned gate removed from CR 109
5. Consider and act upon designation of official to calculate the No New Revenue Rate and the Voter Approval Rate for 2024
6. Consider and act upon OmniBase Services contract renewal

7. Consider and act upon radio communication system interlocal agreement
8. Consider and act upon ban on outdoor burning
9. Consider and act upon regulation of certain fireworks during July 4th holiday period

10. Consider and act upon copier machine contract
11. Consider and act upon Road Administrators Report
12. Consider and act upon line-item budget amendments
13. Consider and act upon payment of bills
14. Consider and act upon approval of monthly reports
15. Consider and act upon payroll approval
16. Consider and act upon resolutions/proclamations

CERTIFICATE: I certify the above and foregoing was posted in compliance with Sections 551.043 and 551.049, Texas Government Code at 10 am on May 22nd, 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**



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



**I PLEDGE ALLEGIANCE TO THE FLAGE OF THE UNITED STATES OF AMERICA
AND TO THE REPUBLIC FOR WHICH IT STANDS, ONE NATION UNDER GOD,
INDIVISIBLE, WITH LIBERTY AND JUSTICE FOR ALL.**



**HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE
UNDER GOD, ONE AND INDIVISIBLE**

2. CONSIDER AND ACT UPON APPROVAL OF MINUTES

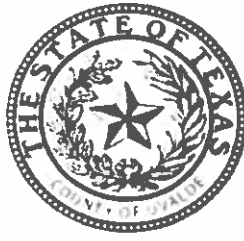
May 13, 2024

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**



MINUTES

BE IT REMEMBERED that on the 13th of May, 2024, the Honorable Commissioners Court of Uvalde County, Texas convened in regular session in the Commissioners Courtroom of the Uvalde County Courthouse. The following members were in attendance:

William R. Mitchell, *County Judge*
Mariano Pargas, *Commissioner Pct. #2*
Jerry W. Bates, *Commissioner Pct. #3*
Ronnie Garza, *Commissioner Pct. #4*
Donna M. Williams, *County Clerk and Clerk of
the Commissioners Court*

Also present were *County Attorney* John P. Dodson, *County Treasurer* Joni Deorsam, *County Tax-Assessor Collector* Rita Verstuyft, *JP #2* Judge Casburn, *County Auditor* Alice Chapman and *County Road Administrator* Dee Kirkpatrick.

Absent: John Yeackle, *Commissioner Pct. #1*

Note: Commissioner Bates stepped out during agenda #6.

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 May 13, 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 April 22, 2024, as presented.
Motion seconded by Commissioner Pargas.
Motion unanimously carried (3-0). (See Attached)

3. Consider and act upon ratifying resolution for County Essential Services grant:

Carl Esser outlined the aspects of grant.

Motion by Commissioner Garza to ratify the resolution for this grant.

Motion seconded by Commissioner Bates.

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

4. Consider and act upon resolution supporting FY25 Community Project Funding request:

The deadline for submitting a request for the federal FY25 Community Projects Fund was May 13, 2024. The attached resolution was submitted in support of a request of \$1,500,000 for the dredging of Cooksey Lake and the renovation of Cooksey Park. Carl Esser outlined the resolution and need for ratification.

Motion by Commissioner Garza to approve the resolution supporting the funding request.

Motion seconded by Commissioner Bates.

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

5. Consider and act upon resolution supporting Operation Stonegarden grant:

Carl Esser outlined the resolution requesting the continuation of funding for the Operation Stonegarden grant.

Motion by Commissioner Pargas to approve the resolution supporting the funding request.

Motion seconded by Commissioner Bates.

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

6. Consider and act upon DIR contract TSO-4101 Motorola radio proposal:

EOC Director Forrest Anderson and Carl Esser outlined the DIR contract for the emergency radio system.

Motion by Commissioner Pargas to approve the contract.

Motion seconded by Commissioner Garza.

Motion carried (2-0). (Commissioner Bates stepped out and did not vote) (See Attached)

7. Consider and act upon Section 3 goals of Uvalde County CDBG contract CFC 23-0222:

Community Development Block grant contract CFC 23-0222 was in the amount of \$762,251 for the replacement of deteriorated waterlines and street improvements in Knippa. Section 3 of the U.S. Department of Housing and Urban Development Act of 1968 requires the county to set and reach certain goals. Carl Esser detailed goals.

Motion by Commissioner Bates to approve the grant contract.

Motion seconded by Commissioner Garza.

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

8. Consider and act upon Section 3 goals of Uvalde County CDBG contract CDV 23-0223

Community Development Block grant contract CDV 23-0223 was in the amount of \$500,000 for a fire truck and park improvements for Knippa. Section 3 of the U.S. Department of Housing and Urban Development requires the county to set and reach certain goals. Carl Esser outlined goals.

Motion by Commissioner Bates to approve the grant contract.

Motion seconded by Commissioner Pargas.

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

9. Consider and act upon RZ Communication contract for radio tower at Uvalde PD:

Carl Esser and Forrest Anderson outlined the need to install a new tower at the dispatch office as part of the radio upgrades.

Motion by Commissioner Bates to approve the contract.

Motion seconded by Commissioner Garza.

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

10. Consider and act upon RZ Communication contract for relocation of radio tower:

Carl Esser and Forrest Anderson outlined the relocation of radio equipment from the Kennedy Mountain radio site to the newly installed tower located at the county yard.

Motion by Commissioner Pargas to approve the relocation.

Motion seconded by Commissioner Bates.

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

- 11. Consider and act upon AEP's request of utility easement over county owned property:**
AEP requested Easement Right of Way from the county of property located at Laredo and FM 481.

Motion by Commissioner Garza to grant request.
Motion seconded by Commissioner Pargas.
Motion unanimously carried (3-0). (See Attached)

- 12. Consider and act upon change order #1 with Servpro for Tax Office renovations:**

Servpro has started the renovation of the Tax Assessor-Collectors office and they submitted a change order that needs the court's authorization.

Motion by Commissioner Garza to approve change order.
Motion seconded by Commissioner Bates.
Motion unanimously carried (3-0). (See Attached)

- 13. Consider and act upon Justice Court #2 staff confidentiality policy and agreement:**

Judge Casburn presented the signed confidentiality agreements.

Motion by Commissioner Bates to approve agreements.
Motion seconded by Commissioner Pargas.
Motion unanimously carried (3-0). (See Attached)

- 14. Consider and act upon Administrative Order abolishing burn ban:**

Motion by Commissioner Bates to accept and approve the order.
Motion seconded by Commissioner Pargas.
Motion unanimously carried (3-0). (See Attached)

- 15. Consider and act upon Road Administrators Report:**

Report by Road Administrator Dee Kirkpatrick.

Motion by Commissioner Bates to approve Road Administrators Report.
Motion seconded by Commissioner Garza.
Motion unanimously carried (3-0).

- 16. Consider and act upon line-item budget amendments:**

None presented for consideration.

17. Consider and act upon payment of bills:

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

18. Consider and act upon approval of monthly reports:

Monthly reports that are on file for review in the County Clerk's office were presented to the court for consideration and approval.

Motion by Commissioner Bates to approve monthly reports.
Motion seconded by Commissioner Garza.
Motion unanimously carried (3-0). (See Attached)

19. Consider and act upon payroll approval:

Motion by Commissioner Bates to approve payroll.
Motion seconded by Commissioner Garza.
Motion unanimously carried (3-0).

20. Consider and act upon resolutions/proclamations:

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

Hattie Sue Capt †
Danielle Harrison †
Dora Alisa Mares †
Doris McBride Pfeil †
Rosa Elia Robles †
Marissa Gloria Rodriguez †
Maria Munoz Rodriguez †
Armando Salazar †

With no further business, the meeting of May 13, 2024 was adjourned at 10:44 AM. 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 PRESENTATION BY EDE & CO., CPA OF
COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR YEAR ENDED
SEPTEMBER 30, 2023**

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

4. CONSIDER AND ACT UPON REQUEST TO HAVE PERSONALLY OWNED GATE REMOVED FROM CR 109

A private land owner installed a gate across County Road 109. Although the gate is open, it does violate statute which prohibits the placement of a barrier across a county road. A request has been made to notify the landowner to remove the gate.

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

Judge Mitchell

From: Christina Mitchell <christina.mitchell@38thda.org>
Sent: Tuesday, May 7, 2024 12:14 PM
To: Judge Mitchell
Subject: Docket for 5/13/24

Judge Mitchell:

Please add the following to the commissioner's court docket for 5/13/24:

"Consider and act upon the request to have the personal gate which was illegally placed on County Road 109 removed allow all residents to use County Road 109."

Thank you.

Christina Mitchell

38TH JUDICIAL DISTRICT ATTORNEY

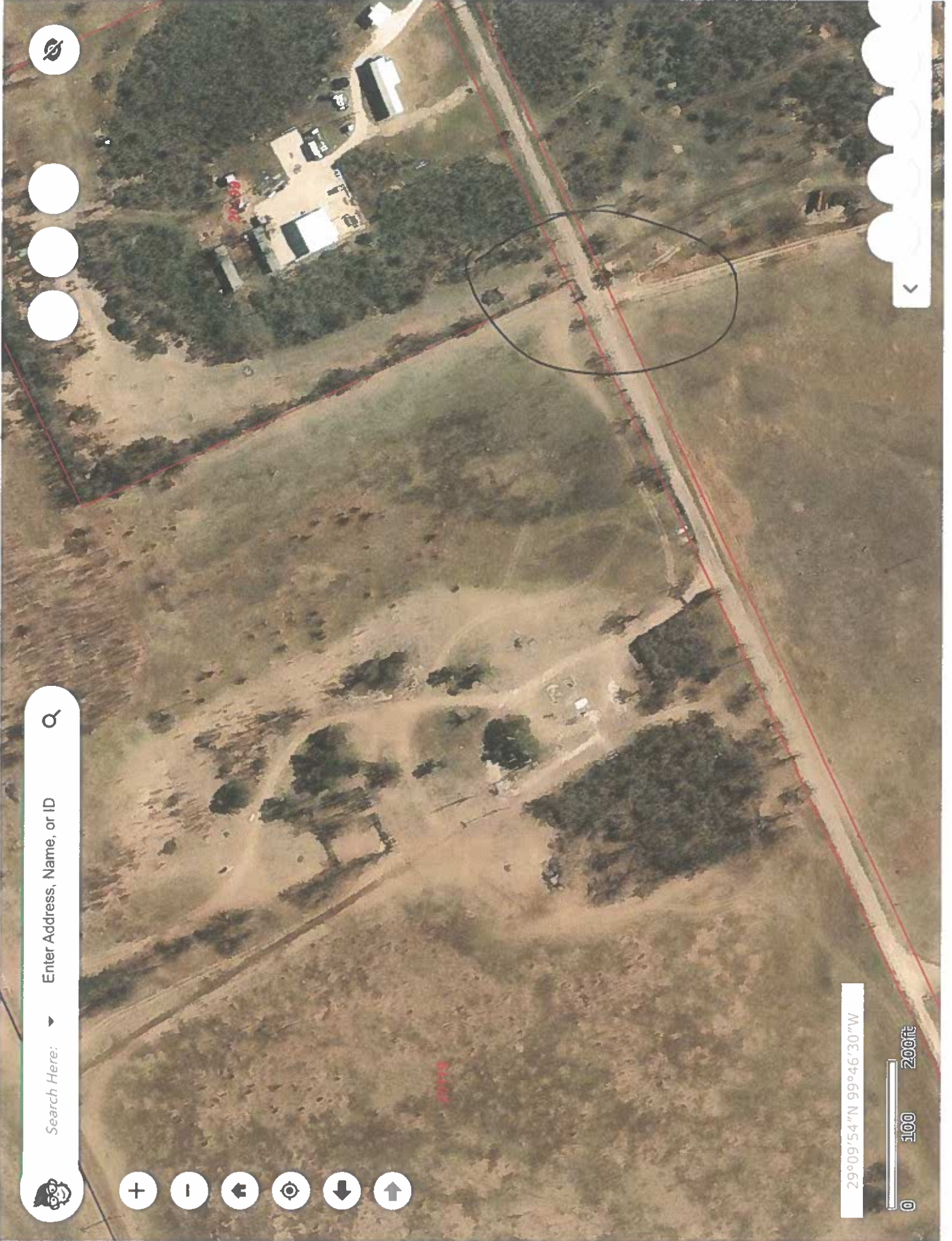
524 East Nopal Street

Uvalde, Texas 78801

Telephone: (830) 278-2916 / Facsimile: (830) 278-4731

<https://www.38thda.org>





Search Here: 



29°09'54"N 99°46'30"W



5. CONSIDER AND ACT UPON DESIGNATION OF OFFICIAL TO CALCULATE THE NO NEW REVENUE RATE AND THE VOTER APPROVAL RATE FOR 2024

It is requested that the County Auditor be designated

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

6. CONSIDER AND ACT UPON OMNIBASE SERVICES CONTRACT RENEWAL

See Attached

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
WALT GOODSON
FREEMAN F. MARTIN
DWIGHT D. MATHIS
DEPUTY DIRECTORS



COMMISSION
STEVEN P. MACH, CHAIRMAN
NELDA L. BLAIR
LARRY B. LONG
STEVE H. STODGHILL
DALE WAINWRIGHT

January XX, 2024

Re: Notice of Interlocal Cooperation Contract (ICC) for Failure to Appear (FTA) Program

Dear Court Administrator,

Due to changes occurring in the 88th Legislative Session, the Department revised the FTA contract (ICC). This notice is to inform you of the changes and the need to sign a new contract to continue your participation in the FTA program. You must return the signed contract (ICC) **within 90 days** from the date of this notice to continue participating in the program.

The following changes have been made to the contract (ICC):

- Changes to language and restructuring of the original ICC to provide clarity regarding the specific responsibilities held by each party.
- Inclusion of indigency into the program as mandated by House Bill 291, 88th Legislative Session.
- Language to account for future changes to the current statute, either federal or state, ensuring that the ICC remains in compliance with the latest legal requirements until a revised ICC is available.

It is imperative that all participants in the FTA program adhere to these updated terms to ensure the program's continued effectiveness and compliance with relevant legislation. Submit the completed and signed contract (ICC) by mail, email, or fax. Please ensure you address this attention to FTA Program.

Mailing address:
Enforcement & Compliance Service
5805 North Lamar Blvd, Bldg A,
Austin, TX 78752-0300
E-mail: driver.improvement@dps.texas.gov
Fax: (512) 424-2848

Should you have any questions, please send an email to driver.improvement@dps.texas.gov. Thank you for your immediate attention to this matter.

Regards,
Manager
Enforcement and Compliance Service

Enclosure

**Interlocal Cooperation Contract
Failure to Appear Program**

State of Texas
County of _____

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the _____ Court of the [City or County] of _____ (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry generated from an FTA Report.

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

V. COURT RESPONSIBILITIES

A. FTA Report

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or

satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

B. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

C. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

D. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

E. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006(a) or §706.006(d) are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

F. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. DPS's RESPONSIBILITIES

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

VII. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006(a) or §706.006(d), no payment will be made to the Vendor.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees that should have been submitted by a Court.

VIII. GENERAL TERMS AND CONDITIONS

- A. **Compliance with Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. **Notice.** The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

Court	Department of Public Safety
Attn.: William R. Mitchell Uvalde County Judge	Enforcement & Compliance Service 5805 North Lamar Blvd., Bldg A Austin, Texas 78752-0001 (512) 424-5311 [fax] Driver.Improvement@dps.texas.gov (512) 424-7172
Address: #3 Courthouse Square	
Address: Uvalde, Texas 78801	
Fax: 830-278-8703	
Email: wrmcj@uvaldecounty.com	
Phone: 830-278-3216	

C. Termination.

Either party may terminate this Contract with 30 days' written notice.

DPS may also terminate this Contract for cause if Court doesn't comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.

If either Party is subject to a lack of appropriations that are necessary for that Party's performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.

D. Amendments.

This contract may only be amended by mutual written agreement of the Parties.

E. Miscellaneous.

1. The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided

however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

- 2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
- 3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.



Court*

Department of Public Safety

Uvalde County Justice Courts

Authorized Signatory

Driver License Division Chief or Designee

William R. Mitchell

Uvalde County Judge

Uvalde County Judge

May 28, 2024

Date

Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.

7. CONSIDER AND ACT UPON RADIO COMMUNICATION INTERLOCAL AGREEMENT

Attached is the interlocal agreement between the County of Uvalde and the City of Austin for the operability of the regional radio system. Carl Esser and Forrest Anderson will be present to explain the agreement.

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

**Radio Communications System Interlocal
Cooperation Agreement
Between
Uvalde County, TX and the City of Austin, TX**

This Interlocal Cooperation Agreement (“Agreement”) is between Uvalde County, a political subdivision of the State of Texas and City of Austin (“City”), a Texas home-rule and municipal corporation, in its capacity as Program Manager for City of Austin, Travis County, Austin Independent School District, and The University of Texas at Austin under an 800 MHz Trunked Voice Radio System Implementation Interlocal Agreement.

Whereas City is the Program Manager of the trunked P25 integrated voice and data interoperable radio communications system known as the Greater Austin-Travis County Regional Radio System (“GATRRS”) that operates in the Austin/Travis County metropolitan area, with affiliate separately owned radio subsystems across the state;

Whereas, the Austin City Council authorized City to cooperate with other governments to establish the Texas Radio Coalition to plan and develop a statewide wireless interoperable communication system composed of local and regional systems under local control as stated in Ordinance No. 20070419-003;

Whereas, City has identified certain Texas governmental entities’ wireless communication systems and consoles that could be connected to the GATRRS Master Site to improve the ability of public safety providers’ interoperability and seamless communications for public safety;

Whereas, City, as GATRRS Program Manager, has the authority to contract and administer this Agreement on behalf of its GATRRS Partners as stated in the Interlocal Agreement for the Operation and Maintenance of the Regional Radio System.

Whereas, the Austin City Council authorized the negotiation and execution of this Interlocal Agreement on September 21, 2023;

Now Therefore, the parties hereto, in consideration of these promises and mutual obligations herein undertaken, do agree as follow:

1 Definitions

- 1.1 Except as expressly provided otherwise in this Agreement, Attachments, or in Exhibits A-D, the following capitalized terms apply to this Agreement.
- 1.2 “Greater Austin-Travis County Regional Radio System,” or “GATRRS,” means the multi-channelled regional P25 trunked, integrated voice-and-data radio system serving Austin and Travis County, Texas, funded by City of Austin, Travis County, Austin ISD, and University of Texas at Austin in accordance with the 800 MHz Trunked Voice Radio System Implementation Interlocal Agreement and the Interlocal Agreement for the Operation and Maintenance of the Regional Radio System.

- 1.3 “GATRRS Partners” or “Greater Austin-Travis County Regional Radio System Partners” means the local government entities or agencies that have entered into the 800 MHz Trunked Voice Radio System Implementation Interlocal Agreement and the Interlocal Agreement for the Operation and Maintenance of the Regional Radio System.
- 1.4 “County” means Uvalde County, Texas
- 1.5 “City” means City of Austin, Texas.
- 1.6 “City Personnel” means City of Austin employees, officers, elected officials, contractors, agents, or representatives.
- 1.7 “Uvalde County Radio System” is the P25 radio communications system(s), radio consoles, subscriber units, miscellaneous system management devices, system monitoring clients, and required administrative clients and system management terminals that are operated and used by County on GATRRS network by way of the system “Master Site.”
- 1.8 “Master Site” is the hub of the GATRRS network where trunked radio sites, radio consoles, and system management terminals connect via closed wireline and Internet Protocol (IP) technology. Master Site includes any zone controller connected to it.
- 1.9 “Public Safety” means the provision of law enforcement, emergency medical services, fire suppression and prevention, and emergency management by local government entities.
- 1.10 “Parties” means Uvalde County, TX and the City of Austin, TX.
- 1.11 “WCSD” means City of Austin Wireless Communication Services Division.

2 Purpose

This Agreement is to permit the continued connection of Uvalde County’s Radio System, and/or Dispatch Consoles, mobiles, portables, and/or other equipment to the GATRRS network and Master Site to facilitate interoperable and seamless radio communications among public safety providers and City, and for City to provide to County the described services below in Section 7.

3 County System Connection Requirements

- 3.1 County’s Radio System functionality, operation, and maintenance shall comply with any existing City technical, security, software, and maintenance requirements and any future amendments. Failure of County to comply with these requirements could cause disconnection of County’s Radio System to the Master Site and removal of County’s mobiles and portable radio IDs from the Master Site controller. City will endeavor to provide written notice to County with an opportunity to remedy the deficiency but, depending on the circumstances, prior written notice may not be possible. In this event,

City will provide written notice to County as soon as reasonable possible after the disconnection.

4 Agreement Term

The initial term of this Agreement shall commence on September 1, 2023 (Effective Date) to end on August 31, 2024 unless terminated earlier in accordance with Section 15 or 16. This Agreement may be extended for up to 12 months (from September 1, 2024 to August 31, 2025) by mutual agreement of Parties.

5 Designation of Project Managers

- 5.1 City's Project Manager is the Wireless Communication Services Manager or designee. Project or other GATRRS-related correspondence may be sent to: Pushpa Srinivasa, Wireless Communication Services Manager, City of Austin, 1006 Smith Road, Austin, Texas 78721, pushpa.srinivasa@austintexas.gov. City's Project Manager represents the interests of City during the term of this Agreement and is the designated point of contact for County's Project Manager.
- 5.2 County's Project Manager is M. Forrest Anderson, Uvalde County, 100 Courthouse Square, Box 1, Uvalde, TX 78801, fanderson@uvaldecountry.com, (830) 261-5362, ext. 503. County's Project Manager shall represent County for this Agreement and shall be the designated point of contact for the City's Project Manager.
- 5.3 Should the identity of City's or County's Project Manager change, each party will identify a qualified and competent replacement and promptly notify the other party in writing of the change.

6 Master Site Connection

- 6.1 City must approve the continued method of County's connection to the Master Site. Any such "connection" will be performed by City, or its authorized agent within a reasonable time after the receipt of Comal County's written request and this agreement signed by an County authorized person.
- 6.2 Connection by County to the Master Site does not impact a party's separate ownership rights to radio system components that each party purchased separately.

7 City Services to be Provided to County:

City will provide County the following services at the rates indicated:

For City of Austin contract services to support the stated Texas Governor’s Office Operation Lone Star (OLS) grant funded Uvalde Border Radio Project to cover the grant performance period of September 1, 2023 through August 31, 2024, here is a breakdown:

Scope Item	Amount
Overall integration planning / project management related to use of the Greater Austin-Travis County Regional Radio System (GATRRS) “Master Site” core / server in Austin....\$45,000.	45,000.00
Development of Interlocal Cooperation Agreements / Radio Services Subscription Agreements between the City of Austin and end-user governments participating in the Uvalde Border Radio Project...\$25,000.	25,000.00
Technical services for the provisioning of the City of Austin/GATRRS Master Site to accommodate the OLS grant funded upgraded radio dispatch console equipment....\$75,000.	75,000.00
TDMA planning, programming and provisioning of the City of Austin/GATRRS Master Site to facilitate the OLS grant funded radio site upgrades to TDMA technology to provide additional radio talk paths to relieve radio congestion and 700 MHz technology as needed to support the grantee’s project....\$65,000.	65,000.00
Certify / supervise commercial wireline connection of new OLS grant funded upgrade radio dispatch consoles to the Master Site....\$35,000.	35,000.00
Certify / supervise commercial wireless connect of TDMA and 700 MHz upgraded radio tower sites to the Master Site....\$35,000.	35,000.00
Activation and management of new radio IDs and SMARTCONNECT feature set for new radios on Master Site....\$20,000.	20,000.00

8 County Payment for City Services

- 8.1 Invoice. City will invoice County periodically for services provided by City. The invoices shall include a a brief description of services provided during the billing period, the amount to be paid per service item, and the total invoice amount to be paid. County mailing address for invoices is: Uvalde County Auditor’s Office, 100 Courthouse Square, Box 4, Uvalde, TX 78801.
- 8.2 Payment. County agrees to pay each invoice within thirty (30) days of the receipt of services or the invoice, whichever is later, pursuant to the Prompt Payment Act, Chapter 2251 of the Government Code. Payment shall be made to City of Austin -Wireless, 6800 Burleson Road, Bldg. 312, Suite 265, Austin, TX 78744.

9 County Connection to Master Site at County’s expense:

- 9.1 Connection to Master Site. County and its affiliates are responsible for any and all costs incurred for County’s electronic or wireline connection to the Master Site. City will not be responsible for this cost.
- 9.2 Other Costs. City agrees that, upon request by County, City will provide to County other services related to radio operability/interoperability, City will invoice County at City’s prevailing standard hourly rate at that point in time, with overtime at time-and-a-half

after normal Wireless Communication Services business hours. City will invoice County for parts at the City's prevailing parts rate. City will notify County no less than sixty (60) days in advance in writing of any increase to the City's prevailing standard hourly rate and parts rate.

10 No Ownership to City of Austin/Travis County Regional Radio System.

This Agreement or County's connection to the Master Site does not transfer or alter any ownership rights to the Master Site or to the GATRRS.

11 Independent Contractor

This Agreement shall not be construed as creating an employer/employee relationship, a partnership, joint enterprise, or a joint venture between the parties. County and City are independent contractors. County agrees and understands that the Agreement does not provide County or Comal County's employees any rights or privileges established for employees of City.

12 Default

A party to this Agreement shall be in default ("Default") under the agreement if the party (a) fails to fully, timely, and faithfully perform any of its material obligations under the Agreement and following notice of default as provided in Section 14 (Termination), fails timely to cure the alleged default as provided in Section 14; or (b) fails to provide adequate assurance of performance under Section 13 (Right to Assurance).

13 Right to Assurance

Whenever one party to this Agreement in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. Such demand must be made in writing and delivered in accordance with Section 22 of this Agreement. In the event that no assurance is given within ten (10) working days after demand is received, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

14 Termination

In the event of Default by a party, the other party shall have the right to terminate the Agreement for cause, by written notice delivered to the party alleged to be in default via certified mail. The notice shall be effective within sixty (30) days, unless otherwise specified, after the date of receipt of such notice. During this time period, the party alleged to be in default may cure the event of Default or provide evidence sufficient to prove to the other party's reasonable satisfaction that such default does not exist or will be cured in a time satisfactory to the party alleging the default.

15 Dispute Resolution

- 15.1 If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party to occur within fourteen (14) calendar days after receipt of the request or such later time as agreed by the parties to seek a negotiated resolution. At a minimum, each party shall require one (1) senior level individual with decision-making authority regarding the dispute and with authority to agree to resolve it, subject as may be required by law to approval by the governing body(ies) of the parties, to attend any and each such meeting for such negotiation. The purpose of this and any subsequent negotiation meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- 15.2 Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (60) days following the date of the request, except upon agreement of both parties. In the event the parties are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this section shall be deemed to have occurred. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Travis County, Texas unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

16 Survival of Obligations

All provisions of this Agreement that impose continuing obligations on the parties, including but not limited to indemnity, confidentiality, release, and agreement purpose shall survive the expiration or termination of this Agreement.

17 Assignment

A party to this Agreement may not assign or transfer its interests under this Agreement.

18 Entirety of the Agreement

This Agreement constitutes the entire Agreement and understanding between the parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter. This Agreement may not be amended in whole or in part except in a written amendment executed by both parties to this Agreement.

19 Performance

The obligations arising under this Agreement shall be performed in Travis County, Texas.

20 Jurisdiction and Venue

The parties agree that this Agreement is governed by the laws of the State of Texas and that venue for a dispute arising from this Agreement shall be in Austin, Travis County, Texas.

21 Severability

If a term or provision of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement remains effective to the extent permitted by law.

22 Notices

Any notice, request, or other communication required or appropriate to be given under this Agreement shall be in writing and shall be considered delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, addressed to the person designated for receipt of notice, postage prepaid and Return Receipt Requested. Notices delivered by facsimile shall be considered three (3) business days after transmittal or when received by the addressee, whichever is earlier. Hand-delivered Notices are considered delivered upon receipt by the addressee which may be noted in a courier confirmation report. The Parties may make routine communications by first class mail, fax, or other commercially accepted means. Notices to County and City shall be addressed as follows:

Uvalde County:

Uvalde County, TX
ATTN: M. Forrest Anderson
Address: 100 Courthouse Square, Box 1
Uvalde, TX 78801
(830) 261-5632, Ext. 503
fanderson@uvaldecounty.com

With copies to:

Pushpa Srinivasa
Wireless Communication Services Manager
1006 Smith Road
Austin, Texas 78721
(512) 972-3209
Pushpa.srinivasa@austintexas.gov

23 Release

To the extent permitted by the Constitution and laws of the State of Texas, County releases City from and waives any claim, loss, expense, or damage occurring to County's Radio System including but not limited to radio consoles, system management terminals, equipment, cables, wiring, software, occurring in the course and scope of City's operation of the GATRRS and Master Site, excepting only such claims, losses, expenses

or damages that are caused by the willful misconduct or gross negligence of City or City Personnel.

24 Limitation of Liability

In no event shall the parties to this Agreement be liable to the other party for any special, consequential, incidental or punitive damages on any claim arising out of or concerning this Agreement.

25 DISCLAIMER

CITY DISCLAIMS ANY WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ONLY TO THE EXTENT ALLOWED BY LAW. CITY DOES NOT WARRANT Comal County'S CONNECTIVITY TO THE MASTER SITE AND THAT Comal County'S RADIO COMMUNICATIONS WILL BE UNINTERRUPTED OR ERROR-FREE. Comal County IS RESPONSIBLE FOR, AND CITY MAKES NO WARRANTY CONCERNING THE BACK-UP AND DISASTER RECOVERY PROCEDURES, FACILITIES, SOFTWARE AND EQUIPMENT FOR THE MASTER SITE OR RRS. DETERMINATION OF THE FUNCTIONALITY OF THE MASTER SITE AND RRS IS FOR Comal County TO MAKE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

CITY WARRANTS THAT ITS MANAGEMENT AND OPERATION OF THE GATRRS WILL COMPLY WITH REASONABLE AND STANDARD INDUSTRY PRACTICES. THE CITY FURTHER WARRANTS THAT IT WILL OPERATE THE GATRRS IN COMPLIANCE WITH ALL APPLICABLE STATUTES, LAWS, ORDINANCES, RULES AND REGULATIONS.

26 Governmental Immunity

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to either of the parties, or to create any legal rights or claims on behalf of any third party. Neither County nor City waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental (sovereign) immunity under the laws of the State of Texas.

27 Execution of this Agreement

Parties to this Agreement shall submit certified documentation of approval by its governing body authorized to execute this Agreement. This Agreement may be executed (by original or facsimile) by the parties in one or more counterparts, each of which shall be considered one and the same agreement. The signatories to this Agreement represent that each, respectively, has the authority to execute this Agreement by virtue of official action of their governing body, duly adopted and recorded in conformity with the laws of the State of Texas. This Agreement is executed in duplicate originals.

28 Confidentiality

28.1 If County is permitted to access certain City's or licensor's confidential information (including software, inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which City or its licensors consider confidential) (Confidential Information) in connection with this Agreement, County acknowledges and agrees that the Confidential Information is the valuable property of City and its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information may substantially injure City and its licensors. County (including its employees, subcontractors, agents, or representatives) agree it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without prior written consent of City, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of a court or other governmental authority with proper jurisdiction. In all cases, County agrees to promptly notify City before disclosing Confidential Information to permit City reasonable time to seek an appropriate protective order. County agrees to use protective measures no less stringent than County uses in its business to protect its own confidential and proprietary information. In all circumstances, County's protective measures must ensure the continued confidentiality of the Confidential Information.

28.2 If City is permitted to access certain County or its licensor's confidential information (including software, inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which County or its licensors consider confidential) (Confidential Information) in connection with this Agreement, City acknowledges and agrees that the Confidential Information is the valuable property of County and its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information may substantially injure County and its licensors. City (including its employees, subcontractors, agents, or representatives) agrees it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without prior written consent of County, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of a court or other governmental authority with proper jurisdiction. In all cases, City agrees to promptly notify County before disclosing Confidential Information to permit Comal County reasonable time to seek an appropriate protective order. City agrees to use protective measures no less stringent than City uses in its business to protect its own confidential and proprietary information. In all circumstances, City's protective measures must ensure the continued confidentiality of the Confidential Information.

29 Texas Public Information Act

Both parties to this Agreement acknowledge this Agreement is subject to Chapter 552 of the Texas Government Code (Public Information Act or Act). Under the Public Information Act, this Agreement, and documents related to this Agreement, which are in County's or City's possession, or to which County or City has access, are presumed to

be public and either party, upon written request, may release these records to the public, unless an exception described in the Act applies to a document.

This Agreement states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

UVALDE COUNTY

By: _____

Name: William R. Mitchell

Title: Uvalde County Judge

Phone: (830) 278-3216

Email: wrmcj@uvaldecountry.com

Date: _____

CITY OF AUSTIN

By: _____

Name: _____

Title: _____

Date: _____

8. CONSIDER AND ACT UPON BAN ON OUTDOOR BURNING

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

/

State of Texas	X
County of Uvalde	X

ORDER PROHIBITING OUTDOOR BURNING

WHEREAS The Uvalde County Commissioners Court finds that circumstances present in all or part of the unincorporated area of Uvalde County creates a public safety hazard that would be exacerbated by outdoor burning;

IT IS HEREBY ORDERED by the Commissioners Court of Uvalde County that all outdoor burning prohibited in the unincorporated areas of the county for 90 days from the date of adoption of this ORDER, unless the restrictions are terminated earlier based on a determination made by this Court. This ORDER is adopted pursuant to Local Government Code 352.08, and other applicable statutes.

This ORDER does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Natural Resources Commission for (1) firefighting training; (2) public utility, natural gas pipeline or mining operations; (3) planting or harvesting of agricultural crops; or (4) burns that are conducted by a certified prescribed burn manager certified under Section 153.048, Natural Resources Code. This ORDER does not prohibit burning for the preparation of food provided the source is constantly monitored by an individual who is at least 18 years of age.

In accordance with Local Government Code 352.081(h), a violation of this ORDER is a Class C misdemeanor, punishable by a fine not to exceed \$500.

Adopted this the 28th DAY OF MAY, 2024.

WILLIAM R. MITCHELL
UVALDE COUNTY JUDGE

DONNA M. WILLIAMS
UVALDE COUNTY CLERK

9. CONSIDER AND ACT UPON REGULATION OF CERTAIN FIREWORKS DURING JULY 4TH HOLIDAY PERIOD

If approved, the order may prohibit or restrict the sale or use of “restricted fireworks” which are defined as “skyrockets with sticks” as classified in 49 Code of Federal Regulations and as “missiles with fins.” Attached is proposed order.

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**



**ORDER RESTRICTING CERTAIN FIREWORKS
IN UNINCORPORATED AREAS OF UVALDE COUNTY, TEXAS
INDEPENDENCE DAY OBSERVANCE PERIOD**

WHEREAS The Texas Forrest Service has determined that drought conditions exist in Uvalde County; and

WHEREAS On the 28TH day of May, 2024, the Uvalde County Commissioners Court has determined that the normal danger of fire in the unincorporated areas of Uvalde County is greatly enhanced by the extremely dry conditions now existing.

NOW, THEREFORE, the Commissioners Court of Uvalde County adopts this Oder restricting the sale and use of restricted fireworks in the unincorporated areas of Uvalde County.

- A.** A person may not sell, detonate, ignite, or in any way use fireworks classified as “skyrockets with sticks” under 49 C.F.R. part. 173100(r)(2) (10-01-86 edition) or Missiles with fins in any portion of the unincorporated areas of Uvalde County.
- B.** This Order does not prohibit “permissible fireworks” as authorized in Occupations Code Section 2154.003(a).
- C.** A person commits an offense if the person knowingly or intentionally violates a prohibition established by this Order. An offense under this order is a Class C misdemeanor.
- D.** This Order expires on the date the Texas Forest Service determines drought conditions no longer exist in Uvalde County or when revoked by the Uvalde County Commissioners Court.

APPROVED THIS THE 28TH DAY OF MAY, 2024 by the Uvalde County Commissioners Court.

WILLIAM R. MITCHELL
UVALDE COUNTY JUDGE

DONNA M. WILLIAMS
UVALDE COUNTY CLERK

10. CONSIDER AND ACT UPON COPIER MACHINE CONTRACT

Attached is the contract Xerox contract for a copier to be used in the County Auditors 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**

CUSTOMER INFORMATION

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@uvaldecounty.com		

EQUIPMENT

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: Auditor

METER AND/OR POOL INFORMATION:

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

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

TERM		PAYMENT - (Monthly frequency unless otherwise noted)		PURCHASE OPTION - (FMV UNLESS OTHERWISE NOTED)	
Initial Term: (IN MONTHS)	60	Payment (plus applicable taxes): \$ 292.02	Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually	<input checked="" type="checkbox"/> Fair Market Value ("FMV")	<input type="checkbox"/> \$1

CUSTOMER ACCEPTANCE

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	

OWNER ACCEPTANCE

Accepted By: **Xerox Financial Services LLC** Name and Title:

TERMS & CONDITIONS

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 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 request, 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 RECOMPENSATION 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 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 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 notice 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.

11. CONSIDER AND ACT UPON ROAD ADMINISTRATORS REPORT

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

12. CONSIDER AND ACT UPON LINE ITEM BUDGET AMENDMENTS

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

13. CONSIDER AND ACT UPON PAYMENT OF BILLS

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

14. CONSIDER AND ACT UPON APPROVAL OF MONTHLY REPORTS

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

15. CONSIDER AND ACT UPON PAYROLL APPROVAL

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

17. CONSIDER AND ACT UPON RESOLUTIONS/PROCLAMATIONS