

## CORRECTED MINUTES

BE IT REMEMBERED that on the 13<sup>th</sup> day of July, 2020, the Honorable Commissioners Court of Uvalde County, Texas convened in regular session via video conferencing utilizing Zoom. The following members were in attendance:

William R. Mitchell, *County Judge*  
Randy Scheide, *Commissioner Pct. #1*  
Mariano Pargas Jr., *Commissioner Pct. #2*  
Jerry W. Bates, *Commissioner Pct. #3*  
Ronnie Garza, *Commissioner Pct. #4*  
John Dodson, *County Attorney*  
Valerie Del Toro Romero, *County Clerk and Ex-Officio Clerk of  
the Commissioner's Court*

Also connected to video conferencing utilizing Zoom were: *County Treasurer* Joni Deorsam, *Tax Assessor-Collector* Rita C. Verstuyft, *County Auditor* Alice Chapman, *Assistant Auditor* Frankie Aguilar, *Road Administrator* Dee Kirkpatrick, *Fairplex Director* Wendy Speer, *Elections Administrator* Melissa Bradham, *County Consultant* Carl Esser and *Julye Keeble with Uvalde Leader News.*

Absent: None

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

The Honorable William R. Mitchell called the meeting of July 13, 2020 to order at 10:00 AM followed with the invocation, led the Pledge of Allegiance to the United States flag and Texas Pledge of Allegiance.

### 2. Consider and act upon approval of minutes:

Motion by Commissioner Pargas to approve the minutes of June 22, 2020.

Seconded by Commissioner Garza.

Motion carried (4-0).

### 3. Consider and act upon resolution in support of Help America Vote Act grant application:

Elections Administrator Melissa Bradham requested approval of a resolution in support of submitting a grant application with the Office of the Secretary of State in the amount of \$120,000.00 for the 2020 Help America Vote Act (HAVA) Election Security Sub-Grant to Texas Counties. Total expenditures exceeding \$40,000.00 must be matched at 20% using county funds. This grant award will require matching funds from the County of Uvalde in the amount of \$16,000.00 to be paid from existing county budgeted funds. The purpose of this award is to improve the administration of elections for Federal office, including to enhance

election technology and make election security improvements to the systems, equipment and processes used in federal elections.

Motion by Commissioner Garza to approve resolution in support of 2020 Help America Vote Act Election Security Sub-Grant application to Texas Counties.

Seconded by Commissioner Pargas.

Motion carried (4-0).

**4. Consider and act upon bid received for TxCDBG #7218145 and TxCDBG #7218155:**

County Consultant Carl Esser informed the Court that the County of Uvalde received one bid for TxCDBG #7218145 in the amount of \$672,856.25 from TRC, Alvin E. Stock Contractor, LLC and one bid for TxCDBG # 7218155 in the amount of \$605,963.25 from TRC, Alvin E. Stock, LLC for two construction projects including the Flores Community Colonia west of North Hood Street and the North Hood Street Colonia west on North Hood Street for first time water and sewer improvements for a total base bid in the amount of \$1,278,819.50. Mr. Esser advised the Court that a bid must be awarded prior to negotiations. This bid came in over budget and Mr. Esser recommended to the Court to award the bid with no obligation to the county, request a contract amendment to the Texas Department of Agriculture, reduce and delete the scope of work to lower the cost within the available grant funds and negotiate with the contractor and project engineer to work within the budget at no additional cost to the county.

Motion by Commissioner Garza to accept Mr. Esser's recommendation and award bid to TRC, Alvin E. Stock, Contractor, LLC.

Seconded by Commissioner Pargas.

Motion carried (3-1) with Commissioner Scheide voting no.

**5. Consider and act upon amendment request for TxCDBG #7218145 and TxCDBG #7218155:**

County Consultant Carl Esser requested approval of a resolution of support for two contracts with the Texas Department of Agriculture due to construction budget over run. TxCDBG #7218145 is over budget in the amount of \$291,256.25 and TxCDBG #7218155 is over budget in the amount of \$221,963.25. The Texas Department of Agriculture requires a resolution of support and a public hearing for each contract when reducing the amount of households or beneficiaries by greater than 25% of the original application amount. A public hearing was held on Thursday, July 9, 2020 at 5:15 PM at the Uvalde County Courthouse.

Motion by Commissioner Garza to approve resolution of support for TxCDBG #7218145.

Seconded by Commissioner Pargas.

Motion carried (3-1) with Commissioner Scheide voting no.

Motion by Commissioner Garza to approve resolution of support for TxCDBG #7218155.

Seconded by Commissioner Pargas.

Motion carried (3-1) with Commissioner Scheide voting no.

**6. Consider and act upon County Transportation Infrastructure Grant award:**

County Consultant Carl Esser informed the Court of the Transportation Infrastructure Grant Award in the amount of \$127,970.00 from the Texas Department of Transportation for rehabilitation of county roads affected by increased oil and gas production. The priority for the use of these funds was to go toward the county's match on the FEMA (Federal Emergency Management Agency) project on County Road 416.

Motion by Commissioner Pargas to accept the Transportation Infrastructure Grant award.

Seconded by Commissioner Bates.

Motion carried (4-0).

**7. Consider and act upon presentation by Fairplex Director:**

Fairplex Director Wendy Speer provided the Court with an overview of activities that have taken place at the Fairplex and a slide presentation of improvement projects completed with labor provided by Fairplex staff at the Event Center, Veteran's Wall, Stardust Pavilion and the Uvalde County Arena. Fairplex Director Wendy Speer was praised for doing an excellent job.

No action taken.

**8. Consider and act upon presentation to Commissioners Court of the 2020-2021 second budget draft:**

County Auditor Alice Chapman outlined the presentation of the second budget draft for the 2020-2021 fiscal year per the County of Uvalde tax planning calendar. The Court is on schedule to adopt the budget, set a tax rate and begin the new budget on October 1, 2020.

Motion by Commissioner Pargas to receive the 2020-2021 second budget draft.

Seconded by Commissioner Scheide.

Motion carried (4-0).

**9. Consider and act upon ban on outdoor burning:**

Pursuant to Local Government Code 352.08, the Court considered and adopted an order prohibiting outdoor burning due to continued dry weather. All outdoor burning is prohibited in the unincorporated areas of the county for 90 days from the date of adoption of this order unless rescinded by action of the Court.

Motion by Commissioner Garza to approve ban on outdoor burning.

Seconded by Commissioner Pargas.

Motion carried (4-0).

**10. Consider and act upon postage machine lease renewal with Pitney Bowes:**

Assistant Auditor Frankie Aguilar requested consideration from the Court for a lease renewal with Pitney Bowes Global for a Pitney Bowes digital postage machine. The current contract in the amount of \$326.00 monthly is due for renewal and the proposed contract is in the amount of \$328.21 monthly with a difference in the amount of \$2.21 for an initial term of 60 months to be billed quarterly at a rate of \$984.63.

Motion by Commissioner Pargas to approve digital postage machine lease renewal.

Seconded by Commissioner Garza.

Motion carried (4-0). See Exhibit A Attached.

**11. Consider and act upon Southern Software renewal for Jail/Sheriff's Department:**

Five annual software support agreement renewals with Southern Software to begin on October 18, 2020 and end on October 17, 2021 were considered and approved by the Court. Records Management Agreement in the amount of \$6,243.00, JMS/Jail-Pak Agreement in the amount of \$3,850.00, Detention Center Network Agreement in the amount of \$885.00, Biometric Scanning Agreement in the amount of \$624.00 and Call-Log Agreement in the amount of \$1,040.00. The annual agreement renewals are within the budget and provide software support for equipment used by the Uvalde County Sheriff's Office and Uvalde County Jail.

Motion by Commissioner Pargas to approve all five annual agreements.

Seconded by Commissioner Garza.

Motion carried (4-0). See Exhibit B, C, D, E, F Attached.

**12. Consider and act upon extension #4 of local disaster for public health emergency:**

Pursuant to Texas Government Code, Section 418.108(a) a fourth extension of Declaration of Local Disaster for Public Health Emergency was considered and approved by the Court for a period of not more than thirty days from the date of this declaration unless continued or renewed by the Court related to coronavirus now designated SARS-CoV2 which causes the disease COVID-19 that has spread throughout the world and has now been declared a global pandemic.

Motion by Commissioner Pargas to approve the fourth extension of the Declaration of Local Disaster for Public Health Emergency.

Seconded by Commissioner Bates.

Motion carried (4-0).

**13. Consider and act upon Road Administrators report:**

Road Administrator Dee Kirkpatrick informed the Court that the Road Department worked on blading roads, cutting trees and patching holes on county roads throughout the County. No action taken.

**14. Consider and act upon line item budget amendments:**

County Auditor Alice Chapman outlined line item budget amendments presented to the Court for consideration and approval.

Motion by Commissioner Pargas to approve line item budget amendments.

Seconded by Commissioner Garza.

Motion carried (4-0). See Exhibit G Attached.

**15. Consider and act upon payment of bills:**

Motion by Commissioner Garza to approve payment of bills.

Seconded by Commissioner Pargas.

Motion carried (4-0).

**16. Consider and act upon approval of monthly reports:**

Monthly reports on file for review in the office of the Uvalde County Clerk were presented for approval.

Motion by Commissioner Pargas to approve monthly reports.

Seconded by Commissioner Garza.

Motion carried (4-0).

**17. Consider and act upon payroll approval:**

Motion by Commissioner Garza to approve payroll.

Seconded by Commissioner Pargas.

Motion carried (4-0).

**18. Consider and act upon resolutions and proclamations:**

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

Elisabeth Alejandro †  
Bill Bassett †  
Solon "Larry" Crider †  
Daniel Gonzales †  
Jose Ibarra †  
Gary McNeil †  
Allen L. Mize †  
Salvador P. Ontiveros †  
Anita Penaloza †  
Joe R. Rodriguez †  
Jose P. Rodriguez †  
Roy Rodriguez †  
James Rutherford †  
Nelda Saunders †  
Gene Schaefer †  
Elmira Valdez †

With no further business, the meeting of July 13, 2020 was adjourned.

Exhibits identified under a specific agenda item are included as supporting documentation of the action taken by the Uvalde County Commissioners Court and are placed after the minutes and before the last page titled Commissioners Court Order.



**State and Local Term Rental Agreement**

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Agreement Number

**Your Business Information**

<b>Full Legal Name of Lessee / DBA Name of Lessee</b>			<b>Tax ID # (FEM/TIN)</b>	
UVALDE COUNTY TREASURER			746002422	
<b>Sold-To: Address</b>				
100 N GETTY STSTE 16, UVALDE, TX, 78001-5239, US				
<b>Sold-To: Contact Name</b>		<b>Sold-To: Contact Phone #</b>		<b>Sold-To: Account #</b>
Devora Rangel		8302768821		0011927381
<b>Bill-To: Address</b>				
100 N GETTY STSTE 16, UVALDE, TX, 78001-5239, US				
<b>Bill-To: Contact Name</b>		<b>Bill-To: Contact Phone #</b>		<b>Bill-To: Account #</b>
Frankie Aguilar		(830) 591-0181		0011927381
<b>Bill-To: Email</b>				
faguilar@uvaldecounty.com				
<b>Ship-To: Address</b>				
100 N GETTY STSTE 16, UVALDE, TX, 78001-5239, US				
<b>Ship-To: Contact Name</b>		<b>Ship-To: Contact Phone #</b>		<b>Ship-To: Account #</b>
Frankie Aguilar		(830) 591-0181		0011927381
<b>PO #</b>				

**Your Business Needs**

Qty	Item	Business Solution Description
1	SENDPROSERIES	SendPro P Series
1	1FW1	Differential Weighing Feature
1	1FWX	15lb Interfaced Weighing Feature
1	4W00	Connect+ /SendPro P Sense Meter
1	APA1	50 Dept Analytics
1	APAS	Sendpro P2000/500W GCS Identifier
1	APK2	SendPro P Series Basic Label Printer Pkg
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	AZBE	SendPro P Series Mono Print Module
1	AZCG	SendPro P2000 Basic (145/70LPM)
1	M9SS	Mainstream Intellink Services
1	ME1C	Meter Equipment - P Series, LV
1	MP3X	Differential Weighing 15, 30 lb scales

1	MSD1	10" Color Touch Display
1	MW6007	SendPro P Series Drop Stacker
1	MW6600	Weighing Platform
1	NV10	InView TMR Web Acct Bundle Single only
1	NV90	InView Subscription
1	PTJ1	SendPro Online
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SJM5	SoftGuard for Sendpro P2000 Basic/500W
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

**Your Payment Plan**

<b>Initial Term:</b> 60 months	<b>Initial Payment Amount:</b>	
<b>Number of Months</b>	<b>Monthly Amount</b>	<b>Billed Quarterly at*</b>
60	\$ 328.21	\$ 984.63

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

\*Does not include any applicable sales use or property taxes which will be billed separately

**Your Signature Below**

Non-Appropriations You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of your State's/Entity's/Cooperative's contract, including the Pitney Bowes Terms, which are available at <http://www.pb.com/states> and are incorporated by reference (collectively, this "Agreement"). The terms and conditions of this Agreement will govern this transaction and be binding on us after we have completed our credit and documentation approvals process and have signed below. The lease requires you either provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section L9 of the Pitney Bowes Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

578-18 \_\_\_\_\_

State/Entity's Contact

X

*William R. Mitchell*

Lessee Signature

X

William R. Mitchell

Print Name

X

Uvalde County Judge

Title

X

July 13, 2020

Date

X

wrmcj@uvaldecounty.com

Email Address

\_\_\_\_\_  
Pitney Bowes Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Sales Information**

Stanford Todd

stanford.todd@pb.com

Account Rep Name

Email Address

PBGFS Acceptance



**Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales**

OMB No 1545-0720

(Rev. January 2012)  
Department of the Treasury  
Internal Revenue Service

Under Internal Revenue Code section 148(e)

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

**Part I Reporting Authority** Check box if Amended Return

1 Issuer's name: **UVALDE COUNTY TREASURER**

2 Issuer's employer identification number: **746002422**

3 Number and street (or P.O. box if mail is not delivered to street address):  
**130 N GETTY ST STE 16**

4 City, town, or post office, state, and ZIP code:  
**UVALDE TX 76801-5239**

5 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information

6 Report number (For IRS Use Only)

7 Telephone number of officer or legal representative

**Part II Description of Obligations** Check one: a single issue  or a consolidated return

8a Issue price of obligation(s) (see instructions)

b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions)

9 Amount of the reported obligation(s) on line 8a that is:

9a	
9b	
9c	
9d	
9e	
9f	
9g	
9h	
9i	
9j	
9k	

10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(iii) (small issuer exception), check this box

11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions)

12 Vendor's or bank's name: **Priney Bowes Inc**

13 Vendor's or bank's employer identification number: **06 0495050**

Under penalties of perjury I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature and Consent: *[Handwritten Signature]* **July 13 2011**

Signature of issuer's authorized representative: \_\_\_\_\_ Date: \_\_\_\_\_ Type or print name and title: \_\_\_\_\_

**Paid Preparer Use Only**

Print/Type preparer's name: \_\_\_\_\_ Preparer's signature: \_\_\_\_\_ Date: \_\_\_\_\_ Check  if self-employed PTIN: \_\_\_\_\_

Firm's name: \_\_\_\_\_ Firm's EIN: \_\_\_\_\_

Firm's address: \_\_\_\_\_ Phone no: \_\_\_\_\_

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**What's New**

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at [www.irs.gov/form8038](http://www.irs.gov/form8038). Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 148(e) and to monitor the requirements of sections 141 through 150.

**Who Must File**

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

**Filing a separate return for a single issue.** Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

**Filing a consolidated return for multiple issues.** For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.



**SOUTHERN SOFTWARE'S  
ANNUAL SOFTWARE SUPPORT AGREEMENT  
Records Management (Police-Pak, Sheriff-Pak and RMS)  
8:30 a.m., EST to 5:00 p.m., EST**

**Police-Pak™, Sheriff-Pak™ and RMS.** This Software Support Agreement covers support from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday.

### **Problem Resolution**

Southern Software will provide customer software support for the operation of **Police-Pak™, Sheriff-Pak and RMS**, from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday. This Agreement does not constitute a warranty but provides for mission critical problem resolutions and non-mission critical problem resolutions of repeatable errors during normal business hours, EST. Southern Software cannot warrant the product will operate free of problems in perpetuity. Southern Software does not warrant third party software applications used in programs provided to customers, i.e., Microsoft® Word. The purpose of this Agreement is to provide the necessary technical assistance to ensure a timely problem resolution and to minimize down time. Mission critical is defined as "any problem that renders the entire system unstable or inoperable".

For problems covered under this Agreement, Southern Software will provide the following:

- Telephone response within five hours of notification of the problem. During this initial response, support personnel will determine the nature of the problem and severity. An attempt to resolve the problem will be made by giving instructions to the customer.
- If this is unsuccessful or the severity too great, then Southern Software will escalate to a Level 2 response. A Level 2 response involves a support technician connecting remotely to the customer's network using industry standard secure remote diagnostic methods to attempt to resolve the problem.
- If the problem is unable to be detected or resolved with a Level 2 response, then a technician will be scheduled for an onsite visit. There is no cost to the customer for the onsite visit as long as the problem is with a Southern Software product or equipment covered by a Southern Software support contract and as long as the problem is not due to a virus or negligent actions/treatment.

The user understands support staff may provide a temporary fix. A permanent fix will be provided at a later date.

### **Program Updates**

Southern Software will provide program updates to support customers as new updates, fixes and features are added. Updates will be made universally to all supported customers at one time. No custom programming will be performed.

### **Third Party**

If, at any time, an update of a third party's software is required, Southern Software will not incur the cost of such upgrade.

## **System Administrator**

The customer agrees to have a designated administrator (primary contact for support and update issues). It is highly desirable that the administrator be knowledgeable in networking and Windows® operating systems.

## **Data Backup Statement**

The customer understands that it is the customer's responsibility to ensure data backups are being made daily and verified for accuracy.

## **Virus Statement**

The customer agrees to have virus protection software loaded on each machine and agrees to update it weekly. (Southern Software recommends updating your virus protection software on each machine daily.) This support contract **DOES NOT** cover assistance in the recovery of damage caused by viruses. **Southern Software will charge a fee for virus recovery assistance.**

## **Items not covered under this annual support agreement -**

- **Installation and setup of new equipment.**
- **Transferring of data.**
- **Moving equipment from one site to another.**
- **On-site installation/reinstallation of Southern Software products or installation/reinstallation of third party software/products.**
- **Virus damage/recovery repair work.**
- **Recovery/repair work related to natural disasters such as lightning, floods, etc..**
- **Replacement of equipment that is out of warranty.**
- **Cost of upgrades to third party software including but not limited to Microsoft™ products (ie. Office, SQL, etc.), Anti-virus software, remote connectivity products, etc. or cost of updates to operating systems.**
- **Data Conversions.**
- **On-site Training.**
- **Interfaces with third party products.**
- **Data loss due to drive crashes, machine failures, etc.**
- **Installation, Training and Data Conversions for Software Re-architecture.**

## **Benefits**

- **The Software Support Agreement only covers software developed by Southern Software.**

(Benefits continued)

- Toll-free telephone support, Monday through Friday, 8:30 a.m. to 5:00 p.m., EST
- 24-hour fax availability
- Software Updates
- Remote System Support
- Annual User's Conference
- Free hardware/network assessments for upgrades.
- Free follow-up/new employee training at Southern Software's office.
- Free web training.

#### System Access/Customer Responsibility

The customer agrees to provide a dedicated computer capable of remote access for support purposes. The computer designated for remote connectivity shall allow access to all computers on the network requiring support.

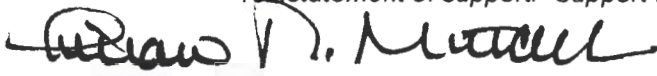
**This Annual Software Support Agreement provides coverage that begins October 18, 2020 and ends October 17, 2021.**

**Annual Support \$6,243.00**

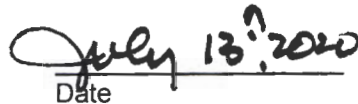
By signing this document, you are confirming that you have read and understand the terms and conditions of this annual support agreement.

#### **Important- Support Renewal Clause**

*A lapse in support renewal will require that all outstanding support balances be paid in full prior to reinstatement of support. Support fees are non-refundable.*



Customer Representative Signature



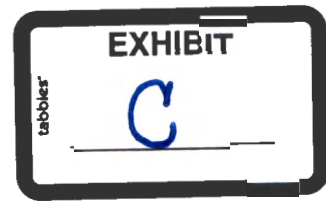
Date

**UVALDE COUNTY SHERIFF (REC), TX**

Name of Department

NOTE: IF A PURCHASE ORDER NUMBER IS REQUIRED ON THE SUPPORT INVOICE PLEASE ENTER HERE \_\_\_\_\_. IF THE NUMBER IS NOT AVAILABLE AT THIS TIME, PLEASE FAX THE PURCHASE ORDER TO (910)695-0251 WHEN IT IS AVAILABLE.

**SOUTHERN SOFTWARE'S  
ANNUAL SOFTWARE SUPPORT AGREEMENT  
JMS/JAIL-PAK™  
8:30 a.m. to 5:00 p.m., EST**



**JMS/Jail-Pak™.** This Software Support Agreement covers support from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday.

### **Problem Resolution**

Southern Software will provide customer software support for mission critical operation of JMS/Jail-Pak™, from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday. This Agreement does not constitute a warranty but provides for mission critical problem resolutions and non-mission critical problem resolutions of repeatable errors during normal business hours, CST. Southern Software cannot warrant the product will operate free of problems in perpetuity. Southern Software does not warrant third party software applications used in programs provided to customers, i.e., Microsoft® Word. The purpose of this Agreement is to provide the necessary technical assistance to ensure a timely problem resolution and to minimize down time. Mission critical is defined as "any problem that renders the entire system unstable or inoperable".

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- **24-hour fax availability**

(Benefits continued)

- **Software Updates**
- **Remote System Support**
- **Annual User's Conference**
- **Free hardware/network assessments for upgrades.**
- **Free follow-up/new employee training at Southern Software's office.**
- **Free web training.**

**System Access/Customer Responsibility**

The customer agrees to provide a dedicated computer capable of remote access for support purposes. The computer designated for remote connectivity shall allow access to all computers on the network requiring support.

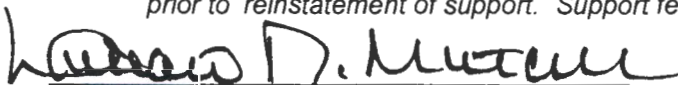
**This Annual Software Support Agreement provides coverage that begins October 18, 2020 and ends October 17, 2021.**

**Annual Support: \$3,850.00**

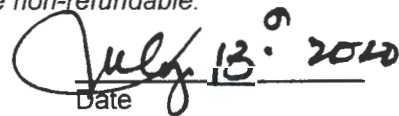
By signing this document you are confirming that you have read and understand the terms and conditions of this annual support agreement.

***Important- Support Renewal Clause***

*A lapse in support renewal will require that all outstanding support balances be paid in full prior to reinstatement of support. Support fees are non-refundable.*



Customer Representative Signature



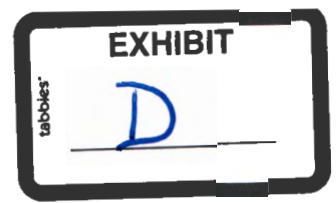
Date

**UVALDE COUNTY SHERIFF (JAIL), TX**

Name of Department

NOTE: IF A PURCHASE ORDER NUMBER IS REQUIRED ON THE SUPPORT INVOICE PLEASE ENTER HERE \_\_\_\_\_. IF THE NUMBER IS NOT AVAILABLE AT THIS TIME, PLEASE FAX THE PURCHASE ORDER TO (910)695-0251 WHEN IT IS AVAILABLE.

NO PURCHASE ORDER NUMBER WILL BE REQUIRED.



**SOUTHERN SOFTWARE'S  
ANNUAL SOFTWARE SUPPORT AGREEMENT  
Detention Center Network (DCN)  
8:30 a.m., EST to 5:00 p.m., EST**

**DCN.** This Software Support Agreement covers support from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday.

**Problem Resolution**

Southern Software will provide customer software support for mission critical operation of the **DCN**, from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday. This Agreement does not constitute a warranty but provides for mission critical problem resolutions and non-mission critical problem resolutions of repeatable errors during normal business hours, EST. Southern Software cannot warrant the product will operate free of problems in perpetuity. Southern Software does not warrant third party software applications used in programs provided to customers, i.e., Microsoft® Word. The purpose of this Agreement is to provide the necessary technical assistance to ensure a timely problem resolution and to minimize down time. Mission critical is defined as "any problem that renders the entire system unstable or inoperable".

For problems covered under this Agreement, Southern Software will provide the following:

- Telephone response within five hours of notification of the problem. During this initial response, support personnel will determine the nature of the problem and severity. An attempt to resolve the problem will be made by giving instructions to the customer.
- If this is unsuccessful or the severity too great, then Southern Software will escalate to a Level 2 response. A Level 2 response involves a support technician connecting remotely to the customer's network using industry standard secure remote diagnostic methods to attempt to resolve the problem.
- If the problem is unable to be detected or resolved with a Level 2 response, then a technician will be scheduled for an on-site visit. There is no cost to the customer for the on-site visit as long as the problem is with a Southern Software product or equipment covered by a Southern Software support contract and as long as the problem is not due to a virus or negligent actions/treatment.

The user understands support staff may provide a temporary fix. A permanent fix will be provided at a later date.

**Program Updates**

Southern Software will provide program updates to support customers as new updates, fixes and features are added. Updates will be made universally to all supported customers at one time. No custom programming will be performed.

**Third Party**

If, at any time, an update of a third party's software is required, Southern Software will not incur the cost of such upgrade.



## **System Administrator**

The customer agrees to have a designated administrator (primary contact for support and update issues). It is highly desirable that the administrator be knowledgeable in networking and Windows® operating systems.

## **Data Backup Statement**

The customer understands that it is the customer's responsibility to ensure data backups are being made daily and verified for accuracy.

## **Virus Statement**

The customer agrees to have virus protection software loaded on each machine and agrees to update it weekly. (Southern Software recommends updating your virus protection software on each machine daily.) This support contract **DOES NOT** cover assistance in the recovery of damage caused by viruses. **Southern Software will charge a fee for virus recovery assistance.**

## **Items not covered under this annual support agreement -**

- **Installation and setup of new equipment.**
- **Transferring of data.**
- **Moving equipment from one site to another.**
- **On-site installation/reinstallation of Southern Software products or installation/reinstallation of third party software/products.**
- **Virus damage/recovery repair work.**
- **Recovery/repair work related to natural disasters such as lightning, floods, etc..**
- **Replacement of equipment that is out of warranty.**
- **Cost of upgrades to third party software including but not limited to Microsoft™ products (ie. Office, SQL, etc.), Anti-virus software, remote connectivity software, etc. or cost of updates to operating systems.**
- **Data Conversions.**
- **On-site Training.**
- **Interfaces with third party products.**
- **Data loss due to drive crashes, machine failures, etc.**
- **Installations, Training and Data Conversions due to Re-architecture of Software.**

## **Benefits**

- **The Software Support Agreement only covers software developed by Southern Software.**
- **Toll-free telephone support, Monday through Friday, 8:30 a.m. to 5:00 p.m., EST**

(Benefits continued)

- 24-hour fax availability
- Software Updates
- Remote System Support
- Annual User's Conference
- Free hardware/network assessments for upgrades.
- Free follow-up/new employee training at Southern Software's office.
- Free web training.

### System Access/Customer Responsibility

The customer agrees to provide a dedicated computer capable of remote access for support purposes. The computer designated for remote connectivity shall allow access to all computers on the network requiring support.

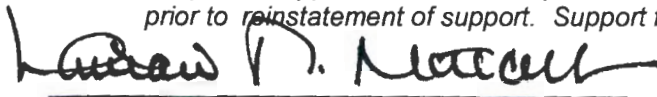
**This Annual Software Support Agreement provides coverage that begins October 18, 2020 and ends October 17, 2021.**

**Annual Support: \$885.00**

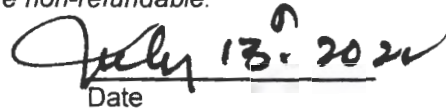
By signing this document, you are confirming that you have read and understand the terms and conditions of this annual support agreement.

### ***Important- Support Renewal Clause***

*A lapse in support renewal will require that all outstanding support balances be paid in full prior to reinstatement of support. Support fees are non-refundable.*



Customer Representative Signature



Date

**UVALDE COUNTY SHERIFF (DCN), TX**

Name of Department

NOTE: IF A PURCHASE ORDER NUMBER IS REQUIRED ON THE SUPPORT INVOICE PLEASE ENTER HERE \_\_\_\_\_. IF THE NUMBER IS NOT AVAILABLE AT THIS TIME, PLEASE FAX THE PURCHASE ORDER TO (910)695-0251 WHEN IT IS AVAILABLE.



**SOUTHERN SOFTWARE'S  
ANNUAL SOFTWARE SUPPORT AGREEMENT  
BIOMETRIC SCANNING  
8:30 a.m., EST to 5:00 p.m., EST**

**BIOMETRIC SCANNING.** This Software Support Agreement covers support from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday.

**Problem Resolution**

Southern Software will provide customer software support for mission critical operation of the **BIOMETRIC SCANNER & its software**, from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday. This Agreement does not constitute a warranty but provides for mission critical problem resolutions and non-mission critical problem resolutions of repeatable errors during normal business hours, EST. Southern Software cannot warrant the product will operate free of problems in perpetuity. Southern Software does not warrant third party software applications used in programs provided to customers, i.e., Microsoft® Word. The purpose of this Agreement is to provide the necessary technical assistance to ensure a timely problem resolution and to minimize down time. Mission critical is defined as "any problem that renders the entire system unstable or inoperable".

For problems covered under this Agreement, Southern Software will provide the following:

- Telephone response within five hours of notification of the problem. During this initial response, support personnel will determine the nature of the problem and severity. An attempt to resolve the problem will be made by giving instructions to the customer.
- If this is unsuccessful or the severity too great, then Southern Software will escalate to a Level 2 response. A Level 2 response involves a support technician connecting remotely to the customer's network using industry standard secure remote diagnostic methods to attempt to resolve the problem.
- If the problem is unable to be detected or resolved with a Level 2 response, then a technician will be scheduled for an on-site visit. There is no cost to the customer for the on-site visit as long as the problem is with a Southern Software product or equipment covered by a Southern Software support contract and as long as the problem is not due to a virus or negligent actions/treatment.

The user understands support staff may provide a temporary fix. A permanent fix will be provided at a later date.

**Program Updates**

Southern Software will provide program updates to support customers as new updates, fixes and features are added. Updates will be made universally to all supported customers at one time. No custom programming will be performed.

**Third Party**

If, at any time, an update of a third party's software is required, Southern Software will not incur the cost of such upgrade.

## **System Administrator**

The customer agrees to have a designated administrator (primary contact for support and update issues). It is highly desirable that the administrator be knowledgeable in networking and Windows® operating systems.

## **Data Backup Statement**

The customer understands that it is the customer's responsibility to ensure data backups are being made daily and verified for accuracy.

## **Virus Statement**

The customer agrees to have virus protection software loaded on each machine and agrees to update it weekly. (Southern Software recommends updating your virus protection software on each machine daily.) This support contract **DOES NOT** cover assistance in the recovery of damage caused by viruses. **Southern Software will charge a fee for virus recovery assistance.**

### **Items not covered under this annual support agreement -**

- **Installation and setup of new equipment.**
- **Transferring of data.**
- **Moving equipment from one site to another.**
- **On-site installation/reinstallation of Southern Software products or installation/reinstallation of third party software/products.**
- **Virus damage/recovery repair work.**
- **Recovery/repair work related to natural disasters such as lightning, floods, etc..**
- **Replacement of equipment that is out of warranty.**
- **Cost of upgrades to third party software including but not limited to Microsoft™ products (ie. Office, SQL, etc.), Anti-virus software, PcAnywhere™, etc. or cost of updates to operating systems.**
- **Data Conversions.**
- **On-site Training.**
- **Interfaces with third party products.**
- **Data loss due to drive crashes,, machine failures, etc.**
- **Installation, Training and Data Conversion due to Re-architecture of Software.**

### **Benefits**

- **The Software Support Agreement only covers software developed by Southern Software.**
- **Toll-free telephone support, Monday through Friday, 8:30 a.m. to 5:00 p.m., EST**

(Benefits continued)

- 24-hour fax availability
- Software Updates
- Remote System Support
- Annual User's Conference
- Free hardware/network assessments for upgrades.
- Free follow-up/new employee training at Southern Software's office.
- Free web training.

**System Access/Customer Responsibility**

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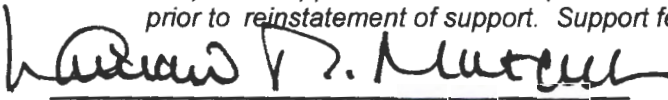
**This Annual Software Support Agreement provides coverage that begins October 18, 2020 and ends October 17, 2021.**

**Annual Support: \$624.00**

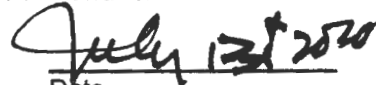
By signing this document, you are confirming that you have read and understand the terms and conditions of this annual support agreement.

***Important- Support Renewal Clause***

*A lapse in support renewal will require that all outstanding support balances be paid in full prior to reinstatement of support. Support fees are non-refundable.*



Customer Representative Signature



Date

**JUALDE COUNTY SHERIFF (BIOM), TX**

Name of Department

NOTE: IF A PURCHASE ORDER NUMBER IS REQUIRED ON THE SUPPORT INVOICE PLEASE ENTER HERE \_\_\_\_\_. IF THE NUMBER IS NOT AVAILABLE AT THIS TIME, PLEASE FAX THE PURCHASE ORDER TO (910)695-0251 WHEN IT IS AVAILABLE.



**SOUTHERN SOFTWARE'S  
ANNUAL SOFTWARE SUPPORT AGREEMENT  
CALL-LOG™  
8:30 a.m., EST to 5:00 p.m., EST**

**Call-Log™.** This Software Support Agreement covers support from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday.

### **Problem Resolution**

Southern Software will provide customer software support for mission critical operation of **Call-Log™**, from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday. This Agreement does not constitute a warranty but provides for mission critical problem resolutions and non-mission critical problem resolutions of repeatable errors during normal business hours, EST. Southern Software cannot warrant the product will operate free of problems in perpetuity. Southern Software does not warrant third party software applications used in programs provided to customers, i.e., Microsoft® Word. The purpose of this Agreement is to provide the necessary technical assistance to ensure a timely problem resolution and to minimize down time. Mission critical is defined as "any problem that renders the entire system unstable or inoperable".

For problems covered under this Agreement, Southern Software will provide the following:

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- If this is unsuccessful or the severity too great, then Southern Software will escalate to a Level 2 response. A Level 2 response involves a support technician connecting remotely to the customer's network using industry standard secure remote diagnostic methods to attempt to resolve the problem.
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The user understands support staff may provide a temporary fix. A permanent fix will be provided at a later date.

### **Program Updates**

Southern Software will provide program updates to support customers as new updates, fixes and features are added. Updates will be made universally to all supported customers at one time. No custom programming will be performed.

### **Third Party**

If, at any time, an update of a third party's software is required, Southern Software will not incur the cost of such upgrade.

## **System Administrator**

The customer agrees to have a designated administrator (primary contact for support and update issues). It is highly desirable that the administrator be knowledgeable in networking and Windows® operating systems.

## **Data Backup Statement**

The customer understands that it is the customer's responsibility to ensure data backups are being made daily and verified for accuracy.

## **Virus Statement**

The customer agrees to have virus protection software loaded on each machine and agrees to update it weekly. (Southern Software recommends updating your virus protection software on each machine daily.) This support contract **DOES NOT** cover assistance in the recovery of damage caused by viruses. **Southern Software will charge a fee for virus recovery assistance.**

## **Items not covered under this annual support agreement -**

- **Installation and setup of new equipment.**
- **Transferring of data.**
- **Moving equipment from one site to another.**
- **On-site installation/reinstallation of Southern Software products or installation/reinstallation of third party software/products.**
- **Virus damage/recovery repair work.**
- **Recovery/repair work related to natural disasters such as lightning, floods, etc..**
- **Replacement of equipment that is out of warranty.**
- **Cost of upgrades to third party software including but not limited to Microsoft™ products (ie. Office, SQL, etc.), Anti-virus software, PcAnywhere™, etc. or cost of updates to operating systems.**
- **Data Conversions.**
- **On-site Training.**
- **Interfaces with third party products.**
- **Data loss due to drive crashes, machine failures, etc.**
- **Installation, Training and Data Conversion due to Re-architecture of Software.**

## **Benefits**

- **The Software Support Agreement only covers software developed by Southern Software.**
- **Toll-free telephone support, Monday through Friday, 8:30 a.m. to 5:00 p.m., EST**

(Benefits continued)

- 24-hour fax availability
- Software Updates
- Remote System Support
- Annual User's Conference
- Free hardware/network assessments for upgrades.
- Free follow-up/new employee training at Southern Software's office.
- Free web training.

**System Access/Customer Responsibility**

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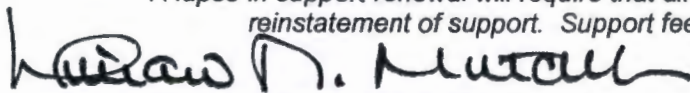
**This Annual Software Support Agreement provides coverage that begins October 18, 2020 and ends October 17, 2021.**

**Annual Support: \$1,040.00**

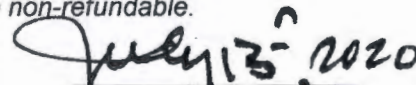
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**Important- Support Renewal Clause**

*A lapse in support renewal will require that all outstanding support balances be paid in full prior to reinstatement of support. Support fees are non-refundable.*



Customer Representative Signature



Date

**UVALDE COUNTY SHERIFF (CALL LOG), TX**

Name of Department

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COUNTY OF UVALDE  
FYE 9/30/20

COMMISSIONERS COURT MEETING

TRANSFERS AND/OR AMENDMENTS

LINE ITEM	TYPE OF ACCOUNT	NAME OF ACCOUNT	CURRENT BUDGET	AMENDED BUDGET	INCREASE (DECREASE)	TRANSFER FROM AMENDED	Comment
010-422-400	EXPENDITURE	LPR GRANT	\$ -	\$ 119,900	\$ 119,900	NA	SHERIFF USBP GRANT
011-365-300	REVENUE	OTHER FINANCING RESOURCES	\$ 150,000	\$ 247,575	\$ 97,575	NA	REVENUE CERTIFICATION R&B
011-610-337	EXPENDITURE	R&B CAPITAL OUTLAY	\$ 150,000	\$ 245,010	\$ 95,010	NA	REVENUE OFFSET R&B
011-635-337	EXPENDITURE	ENVIRONMENTAL CAPITAL OUTLAY	\$ -	\$ 8,852	\$ 8,852	NA	OFFSETTING REVENUE
010-436-797	EXPENDITURE	IDC COORDINATOR SALARY	\$ 26,744	\$ 26,825	\$ 81	NA	MEDINA/REAL COLAS
044-633-790	EXPENDITURE	FAIRPLEX MAINTENANCE SALARY	\$ -	\$ 22,000	\$ 22,000	NA	REPLACEMENT LINE ITEM
44-633-791	EXPENDITURE	FAIRPLEX MAINTENANCE SALARY	\$ 23,100	\$ 3,850	\$ (19,250)	NA	REPLACEMENT LINE ITEM
024-500-019	EXPENDITURE	COVID 19 EXPENDITURES	\$ -	\$ 53,563	\$ 53,563	NA	GRANT OFFSET FUND 111
010-500-250	EXPENDITURE	UCAD BUDGET	\$ 367,038	\$ 374,174	\$ 7,136	010-420-446	UCAD BUDGET ADOPTED LATE

FILED

This 13 day of July A.D. 2020

at 9:20 o'clock AM

**VALERIE DEL TORO ROMERO**  
County Clerk, Uvalde County, Texas

By: Valerie Del Toro Romero  
Uvalde County Clerk

**COMMISSIONERS COURT ORDER**

On this the 27<sup>th</sup> day of July, 2020, came to be heard the Uvalde County Commissioners Court Minutes of July 13, 2020, as prepared by the Clerk of the Court.

IT IS THEREFORE ORDERED the foregoing be recorded and entered for record in the UVALDE COUNTY COMMISSIONERS COURT MINUTES, as required by law. (ORDER 03-12-12)

**APPROVED BY:** \_\_\_\_\_  
William R. Mitchell, County Judge

\_\_\_\_\_  
Randy Scheide, Commissioner Pct. #1

\_\_\_\_\_  
Mariano Pargas, Jr., Commissioner Pct. #2

\_\_\_\_\_  
Jerry W. Bates, Commissioner Pct. #3

\_\_\_\_\_  
Ronnie Garza, Commissioner Pct. #4

(SEAL)

**ATTEST:** \_\_\_\_\_  
Valerie Del Toro Romero, County Clerk and  
Ex-Officio Clerk of the Commissioners Court  
of Uvalde County, Texas