



MINUTES

BE IT REMEMBERED that on the 10th day of May, 2021, 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*
John Yeackle, *Commissioner Pct. #1*
Mariano Pargas, *Commissioner Pct. #2*
Jerry W. Bates, *Commissioner Pct. #3*
Ronnie Garza, *Commissioner Pct. #4*
Valerie Del Toro Romero, *County Clerk and Ex-Officio Clerk of
the Commissioner's Court*

Also connected to video conference utilizing Zoom were: *County Treasurer* Joni Deorsam, *County Auditor* Alice Chapman, *Tax Assessor Collector* Rita Vertuyft, *Sheriff* Ruben Nolasco, *Road Administrator* Dee Kirkpatrick, *Fairplex Director* Wendy Speer, *County Consultant* Carl Esser, *First Assistant Auditor* Laura Perales Ruiz, *Assistant Auditor* Frankie Aguilar and *Julye Keeble* with *Uvalde Leader News*.

Absent: John Dodson, *County Attorney*

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

The Honorable William R. Mitchell called the meeting of May 10, 2021 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 April 26, 2021.
Seconded by Commissioner Yeackle.
Motion carried (4-0).

3. Consider and act upon creation of Series 2021 Construction Fund 42 and related budget:

The sale of the \$3,000,000.00 Million dollar Certificates of Obligation, Series 2021 took place on Wednesday, May 5, 2021 as scheduled with Community National Bank. The Court reviewed a closing memorandum provided by SAMCO Capital and considered the creation of a Series 2021 Construction Fund 42 and budget with a Notice of Intention to Issue Uvalde County, Texas Certificates of Obligation for the purpose of paying contractual obligations of the County to be incurred for making permanent public improvements and a legal description

of how the monies may be spent with the understanding that budgeted amounts may be amended by Commissioners Court not to exceed \$3,000,000.00 Million dollars.

Motion by Commissioner Bates to approve the creation of the Series 2021 Construction Fund 42.

Seconded by Commissioner Pargas.

Motion carried (4-0).

4. Consider and act upon payment for purchase of 2020 John Deere 190GW:

The Court considered payment for the purchase of a state purchasing contract with RDO Equipment for a 2020 John Deere 190GW excavator for the Road Department in the amount of \$272,441.00 to be paid from the Series 2021 Construction Fund 42.

Motion by Commissioner Garza to approve the request for payment to RDO Equipment for the purchase of a 2020 John Deere 190GW excavator for the Road Department.

Seconded by Commissioner Bates.

Motion carried (4-0).

5. Consider and act upon payment for purchase of 2020 van:

The Court considered payment for the purchase of a state purchasing contract with Caldwell County Chevrolet for the purchase of a 2020 Chevrolet 12 Passenger Van for the Sheriff's Office in the amount of \$64,983.00 to be paid from the Series 2021 Construction Fund 42.

Motion by Commissioner Yeackle to approve the request for payment to Caldwell Chevrolet for the purchase of a 2020 Chevrolet 12 Passenger Van for the Sheriff's Office.

Seconded by Commissioner Bates.

Motion carried (4-0).

6. Consider and act upon receiving bids for Fairplex storage building:

The Court considered authorization to proceed with design and advertising of bids for the construction of a Fairplex storage building in the amount of \$90,000.00 to be paid from the Series 2021 Construction Fund 42.

Motion by Commissioner Pargas to approve authorization, design and advertising of bids for the construction of a Fairplex storage building.

Seconded by Commissioner Yeackle.

Motion carried (4-0).

7. Consider and act upon receiving bids for Road Department shop expansion:

The Court considered authorization to proceed with design and advertising of bids for the construction of the Road Department Shop Expansion in the amount of \$175,000.00 to be paid from the Series 2021 Construction Fund 42.

Motion by Commissioner Garza to approve authorization to proceed with design and advertising of bids for the construction of the Road Department Shop Expansion.

Seconded by Commissioner Pargas.

Motion carried (4-0).

8. Consider and act upon receiving bids for demolition of old jail building:

The Court considered authorization to proceed with design and advertising of bids for the building of a courthouse annex and demolition of the old county jail building in the amount of \$1,412,576.00 to be paid from the Series 2021 Construction Fund 42.

Motion by Commissioner Pargas to approve authorization to proceed with advertising of bids for the demolition of the old county jail building.

Seconded by Commissioner Bates.

Motion carried (4-0).

9. Consider and act upon RFP for construction of courthouse annex:

The Court considered authorization to proceed with design and advertising of bids for the building of a courthouse annex and demolition of the old county jail building in the amount of \$1,412,576.00 to be paid from the Series 2021 Construction Fund 42.

Motion by Commissioner Yeackle to approve authorization to proceed with advertising of bids for the construction of a courthouse annex.

Seconded by Commissioner Pargas.

Motion carried (4-0).

10. Consider and act upon receiving bids for Fairplex RV spaces:

The Court considered authorization to proceed with design and advertising of bids for Fairplex RV spaces in the amount of \$60,000.00 to be paid from the Series 2021 Construction Fund 42.

Motion by Commissioner Yeackle to approve authorization to proceed with advertising of bids for Fairplex RV spaces.

Seconded by Commissioner Pargas.

Motion carried (4-0).

11. Consider and act upon RFP for technology installation as related to construction of annex:

The Court considered authorization to approve advertising of a Request for Proposal (RFP) for technology installation related to the construction of a courthouse annex.

Motion by Commissioner Garza to approve authorization to proceed with advertising of a Request for Proposal (RFP) for technology installation related to new construction.

Seconded by Commissioner Yeackle.

Motion carried (4-0).

12. Consider and act upon copy machine contracts:

Assistant Auditor Frankie Aguilar informed the Court that the copy machine contracts for the Uvalde County Judge and Justice Center Courtroom are set to expire and recommended

approval of Xerox Agreement #020-0124682-001 and Xerox Agreement #020-124682-002 for a lease term of 60 months each in the amount of \$258.07 each, per month at a cost savings of \$34.34 per agreement, per month from the current contracts.

Motion by Commissioner Pargas to approve the recommended copy machine contracts.

Seconded by Commissioner Bates.

Motion carried (4-0). See attached Exhibit A and Exhibit B

13. Consider and act upon order authorizing the sale of fireworks for Memorial Day period:

The Court considered and approved an order authorizing the sale of fireworks during the Memorial Day period beginning May 26, 2021 through midnight May 31, 2021. Texas Occupations Code §2154.202(h) requires action from the Court before May 15, 2021.

Motion by Commissioner Garza to approve order authorizing sale of fireworks during Memorial Day period.

Seconded by Commissioner Yeackle.

Motion carried (4-0).

14. Consider and act upon approval of bond for reserve deputy Constable, Pct. 1:

The Court considered and approved an official bond and oath issued by Western Surety Company for Reserve Deputy Constable, Pct. 1 Antonio Rivera, Jr. in the amount of \$2,000.00 bound unto Constable, Pct. 1 Johnny J. Field issued on April 29, 2021.

Motion by Commissioner Pargas to approve official bond and oath of Reserve Deputy Constable, Pct. 1.

Seconded by Commissioner Yeackle.

Motion carried (4-0).

15. Consider and act upon Road Administrators report:

Road Administrator Dee Kirkpatrick informed the Court that the Road Department removed damaged trees from right of ways in Uvalde and Knippa, cleaned gravel and debris on roads in low water crossings, mowing right of ways, blading roads throughout the County and were setting forms and tying steel for roadway at Bear Creek Crossing.

No action taken.

16. Consider and act upon line item budget amendments:

No amendments were presented to the court for consideration at this time.

No action taken.

17. Consider and act upon payment of bills:

Motion by Commissioner Yeackle to approve payment of bills.

Seconded by Commissioner Bates.

Motion carried (4-0).

18. Consider and act upon payroll approval:

Motion by Commissioner Bates to approve payroll.

Seconded by Commissioner Garza.

Motion carried (4-0).

19. Consider and act upon approval of monthly reports:

Motion by Commissioner Bates to approve payroll.

Seconded by Commissioner Garza.

Motion carried (4-0).

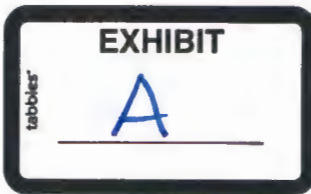
20. Consider and act upon approval of resolutions/proclamations:

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

Nell Capt †
Jose Estrada †
Romana Gonzales †
David J. Hogan †
Terry Honaker †
Marjorie Kirchner †
Elsa Reyna †
Juan A. Salazar †
Mary Spires †
Joyce K. Thomas †

With no further business, the meeting of May 10, 2021 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.



Xerox Financial Services LLC
45 Glover Avenue
Norwalk, CT 06856

Cost Per Impression Agreement



Supplier Name-Address: Quality Print Solutions 123 N. High Street Uvalde Texas, 78801							
Owner: XEROX FINANCIAL SERVICES LLC - 45 Glover Avenue, Norwalk, CT 06856			Agreement Number: 020-0124682-001				
CUSTOMER INFORMATION							
Full Legal Name: County Of Uvalde				Phone: (830) 278-3216			
Billing Address: 100 N. Getty Street			Contact Name: Alice Chapman				
City: Uvalde		State: Texas	Zip Code: 78801	Contact Email: alchapman@uavidcounty.com			
EQUIPMENT							
Quantity	Model and Description			Quantity	Model and Description		
1	C8155H/Fax/LX Finisher/Hole Punch						
				See Schedule A For Impressions			
Equipment Location (if different from Billing Address): Attn County Judge							
TERM	BASE PAYMENT - (Monthly frequency unless otherwise noted)		TYPE	Impressions Included	Excess Charge	Prints Included	Excess Charge
Initial Term: (in months) 60	Base Payment (plus applicable taxes): \$ 258.07		B&W				
	Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually		Color				
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: <i>William R. Mitchell</i>			Date: 5/16/21	Federal Tax ID # (Required):			
Print Name: William R. Mitchell			Title: County Judge				
OWNER ACCEPTANCE							
Accepted By: Xerox Financial Services LLC		Name and Title:			Date:		
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" means 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 (a) Supplier determines Equipment is operating satisfactorily and is available for your use, or (b) Equipment identified by Supplier as being installable by you is delivered to your premises. "Agreement" means this Cost Per Impression Agreement, including any attached Equipment schedule. "Commencement Date" will be a date after the Acceptance Date, as set forth in our first invoice, for the purpose of 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, attachments, accessories, replacement parts, substitutions and repairs thereto. "Excess Charges" means the applicable excess impression print/copy charges. "Interim Period" means the period, if any, between the Acceptance Date and the Commencement Date. "Interim Payment" means one thirtieth of the Base Payment multiplied by the number of days in the Interim Period, if any. "Payment" means the Base Payment specified above, which includes a fixed component of maintenance charges payable to Supplier under the Maintenance Agreement, the Excess Charges (unless otherwise agreed by you, Supplier and XFS) and other charges you, Supplier and XFS agree will be invoiced by XFS on a monthly basis, plus Taxes. "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 certain other initial costs for the Agreement. "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 of Connecticut.

2. Agreement, Payments and Late Payments. You agree and represent all Equipment was selected, configured and negotiated by you based upon your judgment and has been, or is being, supplied by Supplier. At your request, XFS has or will acquire same to lease to you under this Agreement and you agree to lease the same from XFS. The Initial Term commences on the Commencement Date. You agree to pay XFS the first Payment plus any applicable Interim Payment no later than 30 days after the Commencement Date; each subsequent Payment shall be payable on the same date of each month thereafter. If any Payment is not paid in full within 5 days after its due date, you will pay a late charge of the greater of 10% of the amount due or \$25, not to exceed the maximum amount permitted by law. For each dishonored or returned Payment, you will be assessed the applicable returned item fee, which shall not exceed \$35. Restrictive covenants on any method of payment will be ineffective.

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 has no right, title or interest in the Software 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 whether any Software Licenses are required, and entering into them with the Software Supplier(s) no later than the Acceptance Date. You agree the Equipment is for your lawful business use in the United States (including its possessions and territories), 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. 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 RECOVERY 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 under this Agreement shall continue unabated.

5. End of Agreement Options. If you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Term or any renewal term, either (a) purchase all, but not less than all, of the Equipment "AS IS, WHERE IS" and "WITH ALL FAULTS" by paying its fair market value, as determined by XFS in its sole but reasonable discretion, ("Determined FMV"), plus Taxes, or (b) de-install and return the Equipment within 30 days of the end of the then applicable term, at your expense, fully insured, to a continental US location XFS specifies. If you have not elected one of the above options, this Agreement shall renew for successive 3-month terms. Either party may terminate the Agreement at the end of any 3-month renewal term on 30 days' prior written notice and your taking one of the actions identified in (a) or (b) in the preceding sentence of this section. Any purchase option 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 thereof. 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 whatsoever.

6. 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 expenses XFS incurs to return the Equipment to such "ordinary wear and tear" 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.

7. Equipment Delivery and Maintenance. Equipment will be delivered to you by Supplier at the Equipment 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 that you have received, inspected and accepted the Equipment, and authorizing XFS to fund Supplier for the Equipment. If you fail to accept the Equipment, this Agreement shall terminate; however, you assume all responsibility for any Equipment purchase order or other contract issued on your behalf directly with Supplier. Equipment may not be moved to another location without XFS's prior written consent, which shall not be unreasonably withheld. 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 with Supplier 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 the Maintenance Agreement. IN NO EVENT WILL XFS BE LIABLE TO YOU FOR ANY BREACH BY THE SUPPLIER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS UNDER THIS AGREEMENT BE MODIFIED, RELEASED OR EXCLUDED BY ANY ALLEGED BREACH BY SUPPLIER.

8. Meter Readings and Annual Adjustments. You agree that Meter Reading submittal is covered by a separate full service and maintenance agreement between you and Supplier. 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 Base Payment and the Excess Charges by a maximum of fifteen percent (15%) of the then-current Base Payment thereof and you agree to pay such increased amounts.

9. **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 your interest in the Equipment and all proceeds thereof in order to secure your performance under this Agreement. 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 refiling or amendment to XFS's UCC financing statement against you becomes necessary.

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, this Agreement and/or any of our rights (but none of our obligations except for invoicing and tax administration) under this Agreement. XFS's assignee will have the same rights that we have to the extent assigned. YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOURPMENTS, 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 under this Agreement.

11. **Taxes.** You will be responsible for, indemnify and hold XFS harmless from, 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 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. For jurisdictions where certain taxes are calculated and paid at the time of agreement initiation, you authorize XFS to finance and adjust your Base 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. 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 personal property taxes on the Equipment. 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 SALE, MANUFACTURE, CONFIGURATION, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL EQUIPMENT WARRANTIES, WHETHER 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 OF ANY KIND OR TYPE, 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 warranty rights we may have against Supplier or manufacturer with respect to the Equipment. If the Equipment is returned to XFS, 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 WHATSOEVER, 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, EXCEPT THOSE CLAIMS ARISING DIRECTLY AND PROXIMATELY FROM XFS'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. In addition, except for Claims arising directly and proximately from XFS's gross negligence or willful misconduct, 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 manufacture, purchase, shipment and delivery of the Equipment to you, acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment, including, without limitation, any liabilities that may arise from patent or latent defects in the Equipment (whether or not discoverable by you), any claims based on absolute/strict tort liability or warranty and any claims based on patent, trademark or copyright infringement; and (b) any and all loss or damage of or to the Equipment.

14. **Default and Remedies.** You will be in default under this Agreement if XFS does not receive any Payment within 10 days after its due date, or you breach any other obligation under this Agreement or any other agreement with XFS. If you default, and such default continues for 10 days after XFS provides notice to you, XFS may, in addition to other remedies (including disabling or repossessing the Equipment and/or requesting Supplier to cease performing under the Maintenance Agreement), require you to promptly return the Equipment as provided in Sections 5 and 6 hereof, and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of the sum of: (a) all amounts then past due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Payments remaining in the Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate to the date of default, and (c) Taxes. In addition, if you do not return the Equipment as required above, you agree to pay XFS the Determined FMV, discounted at the Discount Rate to the date of default. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS 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 public liability insurance against bodily injury, including death, and against property damage in the amount of at least \$2 million (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 named as an additional insured on all public liability insurance policies. 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. IF YOU DO NOT DO SO, THEN IN LIEU OF OTHER REMEDIES FOR DEFAULT, XFS IN OUR DISCRETION AND AT OUR SOLE OPTION MAY (BUT IS NOT REQUIRED TO) OBTAIN INSURANCE FROM AN INSURER OF XFS'S CHOOSING, WHICH MAY BE AN XFS AFFILIATE, IN SUCH FORMS AND AMOUNTS AS XFS DEEMS REASONABLE TO PROTECT XFS'S INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XFS; IT WILL NOT NAME YOU AS AN INSURED AND MAY NOT COVER ALL OF YOUR INTEREST IN THE EQUIPMENT AND WILL BE SUBJECT TO CANCELLATION AT ANY TIME. YOU AGREE TO PAY XFS PERIODIC CHARGES FOR EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE: AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY; A FINANCE CHARGE OF UP TO 1.5% PER MONTH ON ANY ADVANCES MADE BY XFS OR OUR AGENTS; AND COMMISSIONS, BILLING AND PROCESSING FEES; ANY OR ALL OF WHICH MAY GENERATE A PROFIT TO XFS OR OUR AGENTS. XFS MAY ADD INSURANCE CHARGES TO EACH PAYMENT. XFS shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance. You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance or Equipment 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 XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS, discounted to present value at the Discount Rate) plus any other amounts due to us under this Agreement, or (ii) the Determined FMV immediately prior to the loss or damage. NO LOSS OR DAMAGE TO EQUIPMENT, OR XFS'S RECEIPT OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS AGREEMENT. Notwithstanding procurement of Equipment Insurance or Required Insurance, you remain primarily liable for performance under subclauses (x), (y) or (z) in the third sentence of this paragraph in the event the applicable insurance carrier fails or refuses to pay any claim. YOU AGREE (I) AT XFS'S SOLE ELECTION, TO ARBITRATE ANY DISPUTE WITH XFS, OUR AGENTS OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE AND/OR INSURANCE CHARGES UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN FAIRFIELD COUNTY, CT, (II) THAT IF XFS MAKES THE FOREGOING ELECTION, ARBITRATION (NOT A COURT) SHALL BE THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (III) THAT CLASS ARBITRATION IS NOT PERMITTED. This arbitration option does not apply to any other provision of this Agreement.

16. **Finance Lease and Customer Waivers.** The parties agree this Agreement is a "finance lease" under UCC Article 2A. You waive, solely against XFS, its successors and assigns, all rights and remedies conferred on a lessee under Article 2A (Sections 508-522) of the UCC, (C.G.S.A. §42a-2A-737), and any rights you now or later may have which require XFS to sell, rent or otherwise use Equipment to reduce our damages including our realization of the remaining value of the Equipment, or which may otherwise limit or modify any of our rights or remedies.

17. **Authorization of Signer and Credit Review.** You represent that you may lawfully enter into, and perform, this Agreement, that the individual signing this Agreement on your behalf has all necessary authority to do so, and that all financial information you provide accurately represents your financial condition. You agree to furnish financial information that XFS may request now, including your tax identification number, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments under this Agreement.

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. All other copies shall be duplicates. To the extent this Agreement constitutes chattel paper (as defined in the UCC), 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 information describing the Equipment, 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 OF CONNECTICUT (WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD OTHERWISE REQUIRE APPLICATION OF LAWS OF ANOTHER JURISDICTION). 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 IN FAIRFIELD COUNTY, CONNECTICUT OR, EXCLUSIVELY AT XFS'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED, AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. 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 under this Agreement 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. 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 under this Agreement 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 under this Agreement or refunded to you.

Xerox Pricing Proposal Uvalde County Judge

Proposed Smart Device:
AltaLink C8155



Machine Specs:

- Print, Copy, Scan, Email, Fax
- 55 ppm
- Office Finisher (Staple, Holepunch)
- Letter, Legal, Tabloid, Poster

Lease Term: 60 months \$258.07

*Lease Price includes delivery, one time setup, training, and maintenance.

Maintenance:

*Includes all service, parts and consumable supplies.

8,000 Black/White Impressions, 0 Color

Prints invoiced at \$0.008 per Black/White Impression.

\$0.069 per Color Impression.

xerox

123 N High St.

Uvalde TX. 78801

Ph: 830-591-0500

Thank you very much!
Jackie Rendon

All information in the proposal is considered confidential and is for the sole use of Uvalde County Judge.
Pricing subject to credit approval.



Xerox Financial Services LLC
45 Glover Avenue
Norwalk, CT 06856

Cost Per Impression Agreement



Supplier Name-Address: Quality Print Solutions 123 N. High Street Uvalde Texas, 78801							
Owner: XEROX FINANCIAL SERVICES LLC - 45 Glover Avenue, Norwalk, CT 06856				Agreement Number: 020-0124682-002			
CUSTOMER INFORMATION							
Full Legal Name: County Of Uvalde						Phone: (830) 278-3216	
Billing Address: 100 N. Getty Street				Contact Name: Alice Chapman			
City: Uvalde		State: Texas		Zip Code: 78801		Contact Email: alchapman@uvaldecounty.com	
EQUIPMENT							
Quantity	Model and Description			Quantity	Model and Description		
1	C8155H/Fax/LX Finisher/Hole Punch						
				See Schedule A For Impressions			
Equipment Location (if different from Billing Address): Attn: Justice Center 339 King Fisher Lane Uvalde Texas, 78801							
TERM		BASE PAYMENT - (Monthly frequency unless otherwise noted)		TYPE		Impressions included	
Initial Term: 60 (In months)		Base Payment (plus applicable taxes): \$ 258.07		B&W			
		Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually		Color			
						Excess Charge	
						Prints Included	
						Excess Charge	
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: <i>William R. Mitchell</i>				Date: 5/10/14		Federal Tax ID # (Required):	
Print Name: William R. Mitchell				Title: County Judge			
OWNER ACCEPTANCE							
Accepted By: Xerox Financial Services LLC		Name and Title:				Date:	
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" means 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 (a) Supplier determines Equipment is operating satisfactorily and is available for your use, or (b) Equipment identified by Supplier as being installable by you is delivered to your premises. "Agreement" means this Cost Per Impression Agreement, including any attached Equipment schedule. "Commencement Date" will be a date after the Acceptance Date, as set forth in our first invoice, for the purpose of 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, attachments, accessories, replacement parts, substitutions and repairs thereto. "Excess Charges" means the applicable excess impression print/copy charges. "Interim Period" means the period, if any, between the Acceptance Date and the Commencement Date. "Interim Payment" means one thirtieth of the Base Payment multiplied by the number of days in the Interim Period, if any. "Payment" means the Base Payment specified above, which includes a fixed component of maintenance charges payable to Supplier under the Maintenance Agreement, the Excess Charges (unless otherwise agreed by you, Supplier and XFS) and other charges you, Supplier and XFS agree will be invoiced by XFS on a monthly basis, plus Taxes. "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 certain other initial costs for the Agreement. "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 of Connecticut.

2. Agreement, Payments and Late Payments. You agree and represent all Equipment was selected, configured and negotiated by you based upon your judgment and has been, or is being, supplied by Supplier. At your request, XFS has or will acquire same to lease to you under this Agreement and you agree to lease the same from XFS. The Initial Term commences on the Commencement Date. You agree to pay XFS the first Payment plus any applicable Interim Payment no later than 30 days after the Commencement Date; each subsequent Payment shall be payable on the same date of each month thereafter. If any Payment is not paid in full within 5 days after its due date, you will pay a late charge of the greater of 10% of the amount due or \$25, not to exceed the maximum amount permitted by law. For each dishonored or returned Payment, you will be assessed the applicable returned item fee, which shall not exceed \$35. Restrictive covenants on any method of payment will be ineffective.

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 has no right, title or interest in the Software 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 whether any Software Licenses are required, and entering into them with the Software Supplier(s) no later than the Acceptance Date. You agree the Equipment is for your lawful business use in the United States (including its possessions and territories), 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. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL TERM. YOUR OBLIGATION TO MAKE ALL PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOURSE FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, SUPPLIER, ANY THIRD PARTY, OR XFS. Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; provided, however, that your obligations under this Agreement shall continue unabated.

5. End of Agreement Options. If you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Term or any renewal term, either (a) purchase all, but not less than all, of the Equipment "AS IS, WHERE IS" and "WITH ALL FAULTS" by paying its fair market value, as determined by XFS in its sole but reasonable discretion, ("Determined FMV"), plus Taxes, or (b) de-install and return the Equipment within 30 days of the end of the then applicable term, at your expense, fully insured, to a continental US location XFS specifies. If you have not elected one of the above options, this Agreement shall renew for successive 3-month terms. Either party may terminate the Agreement at the end of any 3-month renewal term on 30 days' prior written notice and your taking one of the actions identified in (a) or (b) in the preceding sentence of this section. Any purchase option 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 thereof. 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 whatsoever.

6. 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 expenses XFS incurs to return the Equipment to such "ordinary wear and tear" 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.

7. Equipment Delivery and Maintenance. Equipment will be delivered to you by Supplier at the Equipment 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 that you have received, inspected and accepted the Equipment, and authorizing XFS to fund Supplier for the Equipment. If you fail to accept the Equipment, this Agreement shall terminate; however, you assume all responsibility for any Equipment purchase order or other contract issued on your behalf directly with Supplier. Equipment may not be moved to another location without XFS's prior written consent, which shall not be unreasonably withheld. 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 with Supplier 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 the Maintenance Agreement. IN NO EVENT WILL XFS BE LIABLE TO YOU FOR ANY BREACH BY THE SUPPLIER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS UNDER THIS AGREEMENT BE MODIFIED, RELEASED OR EXCUSSED BY ANY ALLEGED BREACH BY SUPPLIER.

8. Meter Readings and Annual Adjustments. You agree that Meter Reading submittal is covered by a separate full service and maintenance agreement between you and Supplier. 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 Base Payment and the Excess Charges by a maximum of fifteen percent (15%) of the then-current Base Payment thereof and you agree to pay such increased amounts.

9. 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 your interest in the Equipment and all proceeds thereof in order to secure your performance under this Agreement. 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 refiling or amendment to XFS's UCC financing statement against you becomes necessary.

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, this Agreement and/or any of our rights (but none of our obligations except for invoicing and tax administration) under this Agreement. XFS's assignee will have the same rights that we have to the extent assigned, 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 under this Agreement.

11. Taxes. You will be responsible for, indemnify and hold XFS harmless from, 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 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. For jurisdictions where certain taxes are calculated and paid at the time of agreement initiation, you authorize XFS to finance and adjust your Base Payment to include such Taxes over the Term. Unless and until XFS notifies you to the contrary, the following shall apply to personal property taxes and returns. 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 personal property taxes on the Equipment. 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 SALE, MANUFACTURE, CONFIGURATION, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL EQUIPMENT WARRANTIES, WHETHER 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 OF ANY KIND OR TYPE, 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 warranty rights we may have against Supplier or manufacturer with respect to the Equipment. If the Equipment is returned to XFS, 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 WHATSOEVER, 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, EXCEPT THOSE CLAIMS ARISING DIRECTLY AND PROXIMATELY FROM XFS'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. In addition, except for Claims arising directly and proximately from XFS's gross negligence or willful misconduct, 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 manufacture, purchase, shipment and delivery of the Equipment to you, acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment, including, without limitation, any liabilities that may arise from patent or latent defects in the Equipment (whether or not discoverable by you), any claims based on absolute/strict tort liability or warranty and any claims based on patent, trademark or copyright infringement; and (b) any and all loss or damage of or to the Equipment.

14. Default and Remedies. You will be in default under this Agreement if XFS does not receive any Payment within 10 days after its due date, or you breach any other obligation under this Agreement or any other agreement with XFS. If you default, and such default continues for 10 days after XFS provides notice to you, XFS may, in addition to other remedies (including disabling or repossessing the Equipment and/or requesting Supplier to cease performing under the Maintenance Agreement), require you to promptly return the Equipment as provided in Sections 5 and 6 hereof, and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of the sum of: (a) all amounts then past due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Payments remaining in the Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate to the date of default, and (c) Taxes. In addition, if you do not return the Equipment as required above, you agree to pay XFS the Determined FMV, discounted at the Discount Rate to the date of default. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS 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 public liability insurance against bodily injury, including death, and against property damage in the amount of at least \$2 million (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 named as an additional insured on all public liability insurance policies. 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. IF YOU DO NOT DO SO, THEN IN LIEU OF OTHER REMEDIES FOR DEFAULT, XFS IN OUR DISCRETION AND AT OUR SOLE OPTION MAY (BUT IS NOT REQUIRED TO) OBTAIN INSURANCE FROM AN INSURER OF XFS'S CHOOSING, WHICH MAY BE AN XFS AFFILIATE, IN SUCH FORMS AND AMOUNTS AS XFS DEEMS REASONABLE TO PROTECT XFS'S INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XFS; IT WILL NOT NAME YOU AS AN INSURED AND MAY NOT COVER ALL OF YOUR INTEREST IN THE EQUIPMENT AND WILL BE SUBJECT TO CANCELLATION AT ANY TIME. YOU AGREE TO PAY XFS PERIODIC CHARGES FOR EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE: AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY; A FINANCE CHARGE OF UP TO 1.5% PER MONTH ON ANY ADVANCES MADE BY XFS OR OUR AGENTS; AND COMMISSIONS, BILLING AND PROCESSING FEES; ANY OR ALL OF WHICH MAY GENERATE A PROFIT TO XFS OR OUR AGENTS. XFS MAY ADD INSURANCE CHARGES TO EACH PAYMENT. XFS shall discontinue billing or debiting insurance charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance. You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance or Equipment 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 XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS, discounted to present value at the Discount Rate) plus any other amounts due to us under this Agreement, or (ii) the Determined FMV immediately prior to the loss or damage. NO LOSS OR DAMAGE TO EQUIPMENT, OR XFS'S RECEIPT OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS AGREEMENT. Notwithstanding procurement of Equipment Insurance or Required Insurance, you remain primarily liable for performance under subclauses (x), (y) or (z) in the third sentence of this paragraph in the event the applicable insurance carrier fails or refuses to pay any claim. YOU AGREE (I) AT XFS'S SOLE ELECTION, TO ARBITRATE ANY DISPUTE WITH XFS, OUR AGENTS OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE AND/OR INSURANCE CHARGES UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN FAIRFIELD COUNTY, CT, (II) THAT IF XFS MAKES THE FOREGOING ELECTION, ARBITRATION (NOT A COURT) SHALL BE THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (III) THAT CLASS ARBITRATION IS NOT PERMITTED. This arbitration option does not apply to any other provision of this Agreement.

16. Finance Lease and Customer Waivers. The parties agree this Agreement is a "finance lease" under UCC Article 2A. You waive, solely against XFS, its successors and assigns, all rights and remedies conferred on a lessee under Article 2A (Sections 508-522) of the UCC, (C.G.S.A. §§42a-2A-724-737), and any rights you now or later may have which require XFS to sell, rent or otherwise use Equipment to reduce our damages including our realization of the remaining value of the Equipment, or which may otherwise limit or modify any of our rights or remedies.

17. Authorization of Signer and Credit Review. You represent that you may lawfully enter into, and perform, this Agreement, that the individual signing this Agreement on your behalf has all necessary authority to do so, and that all financial information you provide accurately represents your financial condition. You agree to furnish financial information that XFS may request now, including your tax identification number, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments under this Agreement.

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. All other copies shall be duplicates. To the extent this Agreement constitutes chattel paper (as defined in the UCC), 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 information describing the Equipment, 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 OF CONNECTICUT (WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD OTHERWISE REQUIRE APPLICATION OF LAWS OF ANOTHER JURISDICTION). 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 IN FAIRFIELD COUNTY, CONNECTICUT OR, EXCLUSIVELY AT XFS'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED, AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. 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 under this Agreement 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. 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 under this Agreement 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 under this Agreement or refunded to you.

Xerox Pricing Proposal Uvalde County Justice Center

Proposed Smart Device:

AltaLink C8155



Machine Specs:

- Print, Copy, Scan, Email, Fax
- 55 ppm
- Office Finisher (Staple, Holepunch)
- Letter, Legal, Tabloid, Poster

Lease Term: 60 months \$258.07

*Lease Price includes delivery, one time setup, training, and maintenance.

Maintenance:

*Includes all service, parts and consumable supplies.

8,000 Black/White Impressions, 0 Color

Prints invoiced at \$0.008 per Black/White Impression.

\$0.069 per Color Impression.

xerox

**Thank you very much!
Jackie Rendon**

123 N High St.
Uvalde TX. 78801
Ph: 830-591-0500

All information in the proposal is considered confidential and is for the sole use of Uvalde County Justice Center. Pricing subject to credit approval.

COMMISSIONERS COURT ORDER

On this the 24th day of May, 2021, came to be heard the Uvalde County Commissioners Court Minutes of May 10, 2021 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

John Yeackle, 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