



## MINUTES

BE IT REMEMBERED that on the 9<sup>th</sup> day of August, 2021, the Honorable Commissioners Court of Uvalde County, Texas convened in regular session in the Commissioners Courtroom of the Uvalde County Courthouse. The following members were in attendance:

William R. Mitchell, *County Judge*  
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 present were *County Treasurer* Joni Deorsam, *Sheriff* Ruben Nolasco, *County Auditor* Alice Chapman, *Tax Assessor Collector* Rita Vertuyft, *Fairplex Director* Wendy Speer, *Elections Administrator* Melissa Jones and *Road Administrator* Dee Kirkpatrick.

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 August 9, 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 July 26, 2021.  
Seconded by Commissioner Bates.  
Motion carried (4-0).

### **3. Consider and act upon presentation of Uvalde County 2021-2022 budget second draft:**

County Auditor Alice Chapman outlined the presentation of the second budget draft for the 2021-2022 fiscal year per the County of Uvalde tax planning calendar. A balanced budget was presented to the Court. The Court is on schedule to adopt the budget, set a tax rate and begin the new budget on October 1, 2021.

Motion by Commissioner Bates to accept the 2021-2022 second budget draft.  
Seconded by Commissioner Pargas.  
Motion carried (4-0).

**4. Consider and act upon presentation of the NO-NEW-REVENUE tax rate calculation:**

As designated by the Court pursuant to Texas Tax Code §26.17 and §26.04, County Auditor Alice Chapman presented to the Court the tax rate calculated as a result of the appraisal values and exported information provided by the Uvalde County Appraisal District using the calculation service by Harris Govern Truth in Taxation software generating for Uvalde County the “NO-NEW-REVENUE TAX RATE” at \$0.697200/\$100 and the “VOTER APPROVAL TAX RATE” at \$0.7471/\$100 and confirmed the NO-NEW-TAX RATE included properties in both the prior and current tax years and informed the Court that all supporting documentation of this presentation was posted to the Uvalde County website allowing the Court to move forward at the next Commissioners Court meeting of August 23, 2021 to hold a public hearing on the 2021-2022 final budget, adopt the 2021-2022 salary fund, adopt the 2021-2022 budget by record vote and approve the proposed 2021-2022 tax rate by record vote.

Motion by Commissioner Garza to accept the presentation of NO-NEW-REVENUE and VOTER APROVAL TAX RATES as presented to the Court.

Seconded by Commissioner Yeackle.

Motion carried (4-0).

**5. Consider and act upon presentation of the VOTER-APPROVAL tax rate calculation:**

As designated by the Court pursuant to Texas Tax Code §26.17 and §26.04, County Auditor Alice Chapman presented to the Court the tax rate calculated as a result of the appraisal values and exported information provided by the Uvalde County Appraisal District using the calculation service by Harris Govern Truth in Taxation software generating for Uvalde County the “NO-NEW-REVENUE TAX RATE” at \$0.697200/\$100 and the “VOTER APPROVAL TAX RATE” at \$0.7471/\$100 and confirmed the NO-NEW-TAX RATE included properties in both the prior and current tax years and informed the Court that all supporting documentation of this presentation was posted to the Uvalde County website allowing the Court to move forward at the next Commissioners Court meeting of August 23, 2021 to hold a public hearing on the 2021-2022 final budget, adopt the 2021-2022 salary fund, adopt the 2021-2022 budget by record vote and approve the proposed 2021-2022 tax rate by record vote.

Motion by Commissioner Pargas to accept the presentation of NO-NEW-REVENUE and VOTER APROVAL TAX RATES as presented to the Court.

Seconded by Commissioner Garza.

Motion carried (4-0).

**6. Consider and act upon Technology Buy Board contract for county-wide managed services, end point protection and data disaster recovery:**

County Auditor Alice Chapman requested approval from the Court on a State Buy Board Contract #574-18 between the County of Uvalde and HTS Voice & Data Systems to furnish certain computer related services as outlined in the Uvalde County Managed IT services Agreement. This agreement consolidates the county-wide managed services, end point

protection and data disaster recovery for a period of twelve months (12) at a yearly rate of Managed Services \$125,184.00, End Point Protection \$29,376.00 and Data Disaster Recovery \$67,891.20 for a total sum of \$222,451.20 per year with an effective start date of October 1, 2021.

Motion by Commissioner Yeackle to approve State Buy Board contract with HTS Voice & Data Systems.

Seconded by Commissioner Bates.

Motion carried (4-0). Exhibit A

**7. Consider and act upon resolution authorizing county to join Lone Star Sub-Regional Planning Commission:**

The Court considered a resolution to join the Lone Star Sub-Regional Planning Commission with Region 24 known as the Middle Rio Grande Development Council to be known as the Lone Star Sub-Regional Planning Commission (LSSRPC) to coordinate, establish, study, research and create a plan to deal with immigration, law enforcement, criminal activities, destruction of urban and rural private property and any other issue caused by the influx of illegal immigration.

Motion by Commissioner Yeackle to approve resolution authorizing county to join the Lone Star Sub-Regional Planning Commission.

Seconded by Commissioner Garza.

Motion carried (4-0).

**8. Consider and act upon presentation by Sue Rankin, Director of the Herby Ham Activity Center:**

Herby Ham Activity Center Director Sue Rankin provided an update to the Court pertaining to membership, activities and finances of the Herby Ham Activity Center and requested consideration of a portion of the Covid Relief Grant Funds received by the County of Uvalde to financially assist the Herby Ham Activity Center. Mrs. Rankin was advised that her request would be taken into consideration pursuant to the criteria for the Covid Relief Grant funding guidelines and restrictions.

No action taken.

**9. Consider and act upon presentation of gift (checks) to county by Bees Store and Sherry Shay:**

Pursuant to Texas Local Government Code Section §81.032 the Court approved the acceptance of two donations; one from Sherry H. Shay from Victoria, Texas in the amount of \$1,000.00 check #9824 dated July 26, 2021 and one from BECS Store & RV Park from Concan, Texas in the amount of \$1,000.00 check #4215 dated July 26, 2021. Both donations are to benefit the Uvalde County Sheriff's Office.

Motion by Commissioner Bates to accept both monetary donations from Sherry H. Shay and BECS Store & RV Park to benefit the Uvalde County Sheriff's Office.

Seconded by Commissioner Pargas.

Motion carried (4-0).

**10. Consider and act upon Road Administrators Report:**

Road Administrator Dee Kirkpatrick informed the Court that the Road Department worked on cutting and picking up brush on County Road 405 in Knippa, patching potholes throughout the county, shredding right of ways, put up curb signs on County Road 405, put up delineators on Bear Creek Crossing bridge and swept the Utopia School parking lot.

No action taken.

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

The county auditor submitted proposed line item budget amendments to the Court for consideration and approval.

Motion by Commissioner Pargas to approve the line item budget amendments as presented to the Court.

Seconded by Commissioner Bates.

Motion carried (4-0). Exhibit B

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

Motion by Commissioner Bates to approve payroll.

Seconded by Commissioner Pargas.

Motion carried (4-0).

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

Motion by Commissioner Bates to approve payroll.

Seconded by Commissioner Garza.

Motion carried (4-0).

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

Motion by Commissioner Bates to approve payment of bills.

Seconded by Commissioner Garza.

Motion carried (4-0).

**15. Consider and act upon approval of resolutions/proclamations:**

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

Floyd Collins †  
Ronald Victor Diaz †  
Susan Lovelace-Gerrish †  
Kenneth Rochat †

With no further business, the meeting of August 9, 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.



**HTS**  
 VOICE & DATA  
 SYSTEMS



tabbles®  
 EXHIBIT  
**A**

**HTS Voice & Data Systems  
 Uvalde County Managed IT services Agreement**

**1. PARTIES:**

HTS Voice & Data Systems for good and valid consideration agrees with Uvalde County (hereinafter called "Customer") to furnish certain computer related services as provided in this Agreement.

**2. INTRODUCTIONS:**

WHEREAS, HTS Voice & Data Systems is in the business of managing computer and software systems;  
 WHEREAS, Customer desires that HTS Voice & Data Systems manage and support, for the particular use of the Customer, certain hardware and software programs to be used by the Customer and supplied to the Customer from sources other than HTS Voice & Data Systems;  
 NOW, THEREFORE, In view of the covenants herein contained and the agreements hereunder taken, the parties hereto agree to as follows:

**3. DEFINITIONS:**

- 3.1. The term "Technology System" as used in this Agreement refers to the hardware and supported software owned by Customer of this Agreement or any addendum hereto which is used to operate the business.
- 3.2. The term "computing device" refers to any computer system that connects to the Technology System on a regular basis and performs a duty.
- 3.3. The term "supported employee/system" refers to a computing device that is used on a regular basis by one or more employees.
- 3.4. The term "Service Agreement" is defined as total Information Technology Solution Management. Total Management in this instance, is defined as managing from a remote location with on-site scheduled support and emergency support available on demand based on a flat monthly fee.
- 3.5. The term "Uptime" is defined as the amount of time the Technology System is functioning properly.
- 3.6. Liaison-contact person between HTS Voice & Data Systems and Customer, Responsibilities include:
  - 3.6.1. Person trained by HTS Voice & Data Systems to discern basic user or computer problems or to call HTS Voice & Data Systems for technical support.
  - 3.6.2. Other miscellaneous functions related to helping the Customer improve its' efficiency concerning computer systems: (Should not be over a couple of hours/month).



#### 4. PAYMENT:

- 4.1. Set Monthly Fee: Payments shall be made based on a set monthly fee as described in this Agreement.
- 4.2. Invoices shall be processed and mailed on the 1<sup>st</sup> of each month by HTS Voice & Data Systems. Payment for services rendered shall be paid and delivered upon receiving said invoices by Customer. Pricing shall be set for a period of 12 months, and will only change with the addition of equipment to be covered under Agreement.
- 4.3. Hard Goods may be purchased by customer from HTS Voice & Data Systems or directly by customer. Payment on all hard goods is due before the goods are ordered if ordered from HTS Voice & Data Systems.
- 4.4. All payments are due within 10 days of the date of HTS Voice & Data Systems Invoice. Any payment not made in a timely basis shall bear a late fee of 1.5% per month.

#### 5. RESPONSE TIMES AND SERVICE LEVEL AGREEMENT:

HTS Voice & Data Systems wishes to keep Customer's Technology System in peak performance. Therefore, HTS Voice & Data Systems will be able to respond to customer problem tickets in the following manner:

All Service tickets will be responded to within 1 hour of Service Ticket generation. Resolution of service matter will be done within a time frame based upon problem urgency and resolution required for the incident.

#### 6. CUSTOMER COOPERATION:

Customer shall provide reasonable access to its premises and hardware installations to enable HTS Voice & Data Systems the opportunity to maintain the Technology System. Customer also agrees to assign one employee to be Liaison or contact person to HTS Voice & Data Systems in order to make communications between both parties effective.

The assigned Liaison will be: Uvalde County Auditor: 830-591-9181

#### 7. CONFIDENTIALITY:

- 7.1. HTS Voice & Data Systems agrees to keep in confidentiality and not disclose to others the internal structure of Customer or its marketing strategies.
- 7.2. Customer agrees to limit access to the Technology System to those employees or consultants who require such access in order to use the Technology System in furtherance of the Customer's business.
- 7.3. Customer shall take all reasonable precautions to maintain the confidentiality of the Technology System, but not less than that employed to protect its' own proprietary information.

#### 8. SERVICES PROVIDED:

Following is a list of services provided-all included in the monthly flat-rate fee. This agreement is based on HTS Voice & Data Systems engaged to assume overall Technology Administration and

Support for the overall Technology System's configuration, technology direction and consultation to the customer on the overall condition of the network and its components on an on-going basis.

8.1. Needs Assessment & Inventory Service: The first order of business is to make a thorough inventory of all computer and computer related equipment and all software owned by Customer, whether it is currently being used or not.

8.1.2. HTS Voice & Data Systems will make recommendations to Customer to improve, enhance, and/or better utilize the Technology System in order to benefit Customer.

8.1.3. HTS will provide the customer with managed services reports to insure that the customer is aware of the general conditions of the Technology System's operations. These reports will be provided and covered with the customer in order to insure the customer is aware of operating parameters and recommendations to be acted upon. These reports and information will be provided utilizing the platforms available on the Managed Services Program which has been installed onto the Technology System for management monitoring.

8.1.4. by design these reports and information should provide both HTS and the customer with the platform to portray overall management, set the stage for on-going consultative equipment, software and design considerations to be reviewed. These sessions should be on an agreed upon format and schedule which will be jointly agreed upon by both parties in this agreement.

8.1.5. There may be instances where specific issues may arise in the management process, which require actions and analysis to take place outside the agreed upon schedule for reviews, and HTS will endeavor to accommodate as diligently as possible such situations.

8.1.6. Services will cover all Uvalde County Offices.

## 8.2. Design and Planning Services:

8.2.1. If customer is planning a major upgrade to the Technology System, HTS Voice & Data Systems will make appropriate recommendations to the Customer. This Technology System may include LANs, WANs, VPNs, and even off-site resources in addition to standard hardware and software on site. Advanced planning is a major key to have a Technology System that is most effective and efficient. There are several options that may be available, depending on the types of equipment, location(s), and internet connections.

8.2.2. HTS will be the Administrator and the Consultant for the network design solutions. While HTS will be providing recommendations as required, the final decision for actions to be taken, will reside with the customer for final execution.

8.2.3. HTS will provide the customer with feedback and recommendations when appropriate, or upon request, on the performance and capabilities of the customer's employees.

## 8.3. Remote Help Desk Services:

8.3.1. HTS Voice & Data Systems provides full time system engineers on staff. These engineers are available by telephone, facsimile, and electronic messaging during normal business hours to answer questions from Customer's employee based on HTS Services price list.

8.3.2. In addition to traditional support, HTS will setup the ability to connect to the employee's Windows based system and remotely help/train the employee with their current task, based on HTS service price list.

## 8.4. ON SITE SUPPORT SERVICES:

8.4.1 HTS Voice & Data Systems will assume the responsibilities of making the Technology System servers, network and internet efficient as fiscally possible by the customer. HTS Voice & Data Systems strives to achieve this by providing eight hour a day, five days a week support.

8.4.2. By-Hour Labor Support: this standard program provides coverage Monday through Friday, 8 to 5. An option is available at a prescribed cost, for support after five or Saturday and Sunday at \$ 120.00 hour. Your designated contact will have direct access to the HTS support team with any questions or problems regarding your LAN technical environment.

8.5. Coverage: HTS offers on-site and remote technical support on:

- 8.5.1. Servers
- 8.5.2. Network Issues
- 8.5.3. SonicWall CDP
- 8.5.4. Data Network Switches
- 8.5.5. UPS backup
- 8.5.6. SonicWall Firewalls
- 8.5.7. SonicWall and HP Wireless Access Points
- 8.5.8. Routers
- 8.5.9. HP & DELL PC
- 8.5.10. Printers
- 8.5.11. Scanners
- 8.5.12. Notebooks
- 8.5.13. Video Equipment conferencing
- 8.5.14. Cameras connection to the internet
- 8.5.15. Microsoft Issues
- 8.5.16. Internet connectivity
- 8.5.17. CIS Software connectivity
- 8.5.18. Wireless Access Support
- 8.5.19. End-Point Protection
- 8.5.20. Disaster Recovery

8.5.2 Exclusions:

8.5.2.1. Installation of new hardware includes- PC, Printers, Switches, New Servers, New Firewalls, UPS backups, or any technology product that needs to be installed on the network. These installs will be done at \$ 120.00 per hour if requested.

8.5.2.2. Install of new software-Microsoft upgrades, any new software application. These will be done at \$ 120.00 per hour.

8.5.2.3. Adding or moving in user's equipment onto network. These will be at \$ 120.00 per hour.

8.5.2.4. Parts and the cost of maintenance kits or consumables will be at quoted cost.

8 6. Technology Systems Monitoring Services:

8.6.1. HTS Voice & Data Systems will monitor the Technology System for such problems as virus infection, internal and external security breaches, low system resources, improper employee usage, system failures, etc. These services will be provided by utilizing the SonicWall Equipment and



Software Platforms installed and any additional such equipment which may be recommended for accomplishing this technology system monitoring service.

8.6.2. HTS Voice & Data Systems monitors the usage of the Technology System's capabilities. If the capabilities are getting close to being used at full capacity, HTS will make recommendations to Customer for implementation.

8.7. HTS Voice & Data Systems Maintenance:

HTS agrees to provide labor for maintenance services to attempt to correct any error reported by Customer related to the networks, SonicWall security, or the servers and determined by HTS in its' sole discretion, to be in the Technology System for the term of this Agreement.

## 9. END POINT PROTECTION PROVIDED:

9.1. SERVICES: HTS Voice & Data Systems will deploy proprietary software over all End User computer devices. The HTS Voice & Data Systems key will be used to activate the Antivirus software which will tie that machine to the HTS Voice & Data Systems SOC (Security Operations Center). The SOC will actively monitor and mitigate alerting. The system provides and acts to remove any threats deemed as malicious which would cause harm to the End User environment. HTS Voice & Data Systems will modify policies both as it deems are critical for the security and integrity of the End User environment as well as upon request when valid blocked operations are cleared as legitimate functions. HTS Voice & Data Systems will be held harmless should the End User or one of its representatives modify the system in place which creates a vulnerability, including, without limitation, any of the following circumstances: (i) full or partial failure of the software or the services; (ii) a breach in the security of the software or services, or (iii) a breach by End User of any End User's obligations under this Agreement.

9.2. FEES: The cost of END POINT PROTECTION has been calculated for this Agreement to be based on a total of 204 Seats at the monthly cost of \$ 12.00 per Seat. This is a sum of \$ 2,448.00 monthly or \$ 29,376.00 Annual. This cost will be included in the overall Cost of this Agreement to be presented below. The addition of additional Seats of Coverage will be provided for an additional \$ 12.00 per month.

9.3. SERVICES PROVIDED: HTS Voice & Data Systems will provide this END POINT PROTECTION utilizing the proprietary software suite of security services, Cylance & Huntress.

## 10. DATA DISASTER RECOVERY PROVIDED:

10.1. SERVICES: HTS Voice & Data Systems shall establish an online storage and backup account in the name of End User (the End User Account) to receive, via the internet, and store End User files (the End User Files). Pursuant to HTS Voice & Data Systems instructions, End User shall choose an Encryption Key and Password for the use in connection with the Services and for access to User Files. The software shall be designed to permit access to End User Files only with a valid Encryption Key and Password. HTS Voice & Data Systems shall have the right to block or suspend End User's access to the software, or the services as HTS Voice & Data Systems may, in its reasonable discretion, deem necessary to preserve the security and integrity of the software and services, including, without limitation, upon any of the following circumstances: (i) full or partial failure of the software or the services; (ii) a breach in the security of the software or services, or (iii) a breach by End User of any End User's obligations under this Agreement.

10.2. FEES: The cost of DATA DISASTER RECOVERY has been calculated for this Agreement to be based on a total of 6.5 TB of cloud storage capacity, at a cost of \$ 5,657.60 per month or at a cost of \$ 67,891.20 Annual. Over usage amount shall be billed at the equivalent rate of \$0.85 for one (1) GB of storage billed in increments of Gigabytes. This cost will be included in the overall Cost of this Agreement to be presented below.

10.3. SERVICES PROVIDED: HTS Voice & Data Systems will provide this DATA DISASTER RECOVERY utilizing an online backup service plan approved by HTS Voice & Data Systems.

#### 11. WARRANTIES AND DISCLAIMERS:

HTS Voice & Data Systems makes no warranties of any kind, expressed or implied on its' own regarding the functionality of hardware or software, but instead relies on the warranties provided by the manufacturers of each product. HTS will not be responsible for the functionality and/or performance of 3<sup>rd</sup> Party Software or Telecommunications System service or Equipment Providers.

#### 12. LIMITATION OF LIABILITY AND REMEDIES:

Under no circumstances shall HTS Voice & Data Systems be liable for special, incidental, or consequential damages, including, but not limited to, loss of anticipated profits or loss resulting from business disruption due to faulty equipment, even if HTS Voice & Data Systems has been advised of the possibility of such damages.

The stated warranties and the commitments set forth herein are in Lieu of all other obligations or liabilities on the part of HTS Voice & Data Systems for damages or other relief, including, but not limited to, special, indirect or consequential damages that in any way arise out of or in connection with the use and/or the performance of any software.

#### 13. TERM:

The initial term of this Agreement will be for a period of 12 Months (annual period) following the execution and date of this Agreement. The start date of this Agreement will commence on October 1, 2021 and extends thru September 30, 2022. This agreement may be extended after review by both Parties, for three (3) consecutive periods (Annual Periods) by executing an Amendment for Agreement Extension.

#### 14. GOVERNING LAW:

This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

#### 15. ASSIGNMENTS:

Neither this Agreement nor any rights hereunder may be assigned or otherwise transferred by either party, except to any corporation controlled by or under common control with the assigning party, or in connection with the acquisition of, or the sale of substantially all of the assets of the business to which this Agreement pertains.

**16. SEVERABILITY:**

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**17. FORCE MAJEURE:**

HTS Voice & Data Systems shall not be in default under this Agreement because of any failure to perform in accordance with its' terms and conditions if such failure arises from causes beyond its' control, including, but not restricted to, acts of God, acts of Government, fires, floods, epidemics, quarantine, restrictions, strikes, embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers, or any and all causes beyond the control of HTS Voice & Data Systems.

**18. Modifications:**

This agreement can only be modified by a written Agreement duly signed by authorized representatives of HTS Voice & Data Systems and Customer, and variances from or in addition to the terms and conditions of this Agreement in any order or other writing from the Customer will be of no effect. Moreover, in order to avoid uncertainty, ambiguity and misunderstandings in their relationships, HTS and Customer covenanted and agreed not to enter any oral agreement or understanding inconsistent or in conflict with this Agreement; and HTS and Customer further covenant and agree that any oral communication allegedly or purportedly constituting such an agreement or understanding shall be absolutely null and void without effect.

**19. NOTICES:**

Any notice given by either party hereto to the other party shall be in writing and shall be signed by the party giving notice. Any notice or other document to be delivered to either party hereto by the other party shall be deemed delivered if mailed postage prepaid to the party to who directed at the address of such party stated below:

HTS Voice & Data Systems  
12918 Flagship Drive  
San Antonio, Texas 78247

Customer:  
Uvalde County Courthouse  
#3 Courthouse Square  
Uvalde, Texas 78801

**20. VENUES AND JURISTICTION:**

Customer hereby agrees that any litigation, action or proceeding arising out of or relating to this Agreement be instituted in a state or federal court in the city and state of San Antonio, Texas,

waives any objection which it might have now or hereafter to venue of any such litigation, action or proceeding, irrevocably submits to the jurisdiction of any court in such litigation, action or proceeding, and hereby waives any claim or defense to inconvenient form.

**21. ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior contemporaneous written or oral agreements and representations between the parties with respect thereto. This Agreement shall not be deemed to extinguish or mitigate any payments, which are owed to HTS Voice & Data Systems by the Customer pursuant to the terms of any previous or other existing agreements between HTS Voice & Data Systems and Customer. Customer acknowledges that it has read this Agreement, understands it and agrees to be bound by its' terms and conditions.

**22. COLLECTION:**

If it is necessary for HTS Voice & Data Systems to employ attorneys for the collection of amounts payable hereunder, all costs and expenses incident to such collection, including without limitation, reasonable fees of such attorneys, shall be added to the amount payable hereunder and be collected as part thereof.

**23. PAYMENT AND TERMS:**

This Agreement and contract for services will be provided at a cost of \$ 222,451.20 per annual term, due monthly (1<sup>st</sup> of each month) at \$ 18,537.60 commencing October 1, 2022, and proceeding for a 12 Month Period. This Agreement may be extended by mutual agreement of both parties for Three (3) "Option to Renew" Annual Periods at the established rates of the initial Agreement Contract.

**Rate Schedule of above Overall Cost:**

- a. Managed Services: \$ 10,432.00 month/ \$ 125,184.00 annual
- b. End Point Protection: \$ 2,448.00 month/ \$ 29,376.00 annual
- c. Disaster Recovery: \$ 5,657.60 month/ \$ 67,891.20 annual
- d. Total of (a, b, and c): \$ 18,537.60 month/ \$ 222,451.20 annual

24. EXECUTION:

In witness, whereof, the parties have hereunto set their hands and seal this 9<sup>th</sup> day of ~~September~~ August 2021.

HTS Voice & Data Systems

Uvalde County

By  Date 8/2/21

By  Date August 9, 2021

Name: Rey G. Salinas  
Title: CEO  
Tel: 210-495-5520  
Email: rsalinas@hts-tx.com

Name: William R. Mitchell  
Title: County Judge  
Tel: 830-278-3216  
Email: wrmcj@uvaldecounty.com

HTS VOICE & DATA BUY BOARD NO. : 574-13

Appendix Schedule of Inventory & Rates for Services included in this Agreement:

A. MANAGED SERVICES PLAN AGREEMENT: Includes the following:

MANAGED SERVICES INVENTORY SCHEDULE:

Desktops:	178
Virtual Servers:	11
Host Servers:	7
Firewall Management:	10
Peripherals:	178

ENDPOINT PROTECTION: 204 Seats

DISASTER RECOVERY: 6.5 TB

B. MANAGED SERVICES PLAN RATE SCHEDULE: Additions as follows:

MANAGED SERVICES RATE SCHEDULE:

Desktops:	\$ 50.00 each (monthly)
Virtual Servers:	\$ 150.00 (monthly)
Host Servers:	\$ 100.00 (monthly)
Firewall Management:	\$ 75.00 (monthly)
Peripherals:	\$ 5.00 (monthly)

END POINT PROTECTION: \$ 12.00 per seat added

DISASTER RECOVERY: .85 dollars per GB over 6.5 TB





**COUNTY OF UVALDE  
FYE 09/30/2021**

**COMMISSIONERS COURT MEETING**

**AUGUST 9 2021**

**TRANSFERS AND/OR AMENDMENTS**



LINE ITEM	TYPE OF ACCOUNT	NAME OF ACCOUNT	CURRENT BUDGET	AMENDED BUDGET	INCREASE DECREASE	TRANSFER FROM AMENDED	Comment
080-375-301	REVENUE	MEDINA COUNTY REIMBURSEMENT	\$ 20,000.00	\$ -	\$ (20,000.00)		PRE DISTRICT SPLIT
080-375-302	REVENUE	STATE APPROPRIATIONS PRE SPLIT	\$ 18,586.00	\$ 7,500.00	\$ (11,086.00)		PRE DISTRICT SPLIT
080-860-256	EXPENSE	DA SOUTHERN SOFTWARE	\$ -	\$ 3,073.71	\$ 3,073.71	REVENUE OFFSET	PRE DISTRICT SPLIT
080-860-335	EXPENSE	DA EQUIPMENT	\$ -	\$ 5,703.56	\$ 5,703.56	REVENUE OFFSET	PRE DISTRICT SPLIT
080-860-444	EXPENSE	DA CASE EXPENSE	\$ -	\$ 4,694.59	\$ 4,694.59	REVENUE OFFSET	PRE DISTRICT SPLIT
080-860-788	EXPENSE	DA STATE APPORTIONMENT	\$ -	\$ 6,195.26	\$ 6,195.26	REVENUE OFFSET	PRE DISTRICT SPLIT
080-860-860	EXPENSE	DA OFFICE EXPENSE	\$ -	\$ 318.18	\$ 318.18	REVENUE OFFSET	PRE DISTRICT SPLIT
080-860-890	EXPENSE	DA TELEPHONE	\$ -	\$ 247.64	\$ 247.64	REVENUE OFFSET	PRE DISTRICT SPLIT
080-860-950	EXPENSE	DA XEROX	\$ -	\$ 2,241.44	\$ 2,241.44	REVENUE OFFSET	PRE DISTRICT SPLIT
080-860-628	EXPENSE	DA OPERATIONS	\$ -	\$ 10,000.00	\$ 10,000.00	REVENUE OFFSET	PRE DISTRICT SPLIT
024-500-335	EXPENSE	RECORD CABINETS	\$ -	\$ 10,000.00	\$ 10,000.00	REVENUE OFFSET	RELOCATING RECORDS
011-610-337	EXPENSE	CAPITAL OUTLAY	\$ 273,000.00	\$ 45,000.00	\$(228,000.00)		USED 3M CERT OBLIGATION
011-365-300	REVENUE	OTHER FINANCING RESOURCES	\$ 273,000.00	\$ 0.00	\$(273,000.00)		USED 3M CERT OBLIGATION
011-390-902	REVENUE	TRANSFER FROM FLOOD TO ROAD	\$ -	\$ 200,000.00	\$ 200,000.00		OFFSET FLOOD EXPENSES
012-423-902	EXPENSE	TRANSFER TO ROAD FROM FLOOD	\$ -	\$ 200,000.00	\$ 200,000.00		OFFSET FLOOD EXPENSES

**FILED**

This 6 day of August A.D. 2021  
 at 2:37 o'clock PM  
**VALERIE DEL TORO ROMERO**  
 County Clerk, Uvalde County, Texas  
 By: Valerie Del Toro Romero  
 Uvalde County Clerk



**COMMISSIONERS COURT ORDER**

On this the 23<sup>rd</sup> day of August, 2021, came to be heard the Uvalde County Commissioners Court Minutes of August 9, 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