

MINUTES

BE IT REMEMBERED that on the 14th day of December, 2020, the Honorable Commissioners Court of Uvalde County, Texas convened in regular session via video conferencing utilizing Zoom. The following members were in attendance:

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

Also connected to video conference utilizing Zoom were: County Treasurer Joni Deorsam, County Auditor Alice Chapman, Tax Assessor Collector Rita Verstuyft, Elections Administrator Melissa Jones, Fairplex Director Wendy Speer, Road Administrator Dee Kirkpatrick, Justice of the Peace, Pct. 6 Ernesto Luna, Julye Keeble with Uvalde Leader News, Robert Moss, Diego Ovalle, Mario Valdez and Stephanie Prosser with Medina Valley Surveys.

Absent: None

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

The Honorable William R. Mitchell called the meeting of December 14, 2020 to order at 10:05 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 Bates to approve the minutes of November 23, 2020. Seconded by Commissioner Scheide. Motion carried (4-0).

3. Consider and act upon appointments to Uvalde County Historical Commission:

Pursuant to Chapter 318 of the Texas Local Government Code the Commissioners Court is required to make appointments to the County Historical Commission effective January 6 of each odd numbered year. Uvalde County Historical Commission Chair Virginia Davis provided a list of current members and a recommendation for consideration and approval by the Court.

Motion by Commissioner Scheide to approve the list of appointments to the Uvalde County Historical Commission.

Seconded by Commissioner Garza.

Motion carried (4-0).

4. Consider and act upon 2021 Indigent Defense software renewal:

The Court considered the 2021 Indigent Defense software service agreement with TechShare Local Government Corporation to maintain a security program consistent with federal and state laws, regulations and standards established by the Criminal Justice Information Services (CJIS) and Advisory Policy Board (APB) at a rate of \$1,739.00 for a one year subscription term.

Motion by Commissioner Garza to approve the 2021 Indigent Defense software renewal contract.

Seconded by Commissioner Bates.

Motion carried (4-0). Exhibit A.

5. Consider and act upon adoption of uniform right of way width for county roads:

Survey Technician Stephanie Prosser with Medina Valley Surveys submitted a request on behalf of their client Worley Miller Land Trust for consideration of a 30 foot defined right of way width from the center line to a section of 1.24 miles of County Road 415. County Attorney John Dodson reminded the Court that several years ago Uvalde County has adopted the standard classification for all Uvalde County roads as third class roads establishing a minimum width of forty feet per road unless expressly identified or approved by the Court. Motion by Commissioner Garza to grant the request of a thirty foot right of way to 1.24 miles of County Road 415.

Seconded by Commissioner Pargas.

Motion carried (4-0).

6. Consider and act upon approval of results of auction of county property:

The County of Uvalde conducted a public auction on November 21, 2020 to dispose of surplus items. The auction sale netted a total of \$12,958.88 for county owned items and a total of \$2,540.00 for items owned by the 38th Judicial District Attorney Forfeiture Fund. The Court is required to approve the sales.

Motion by Commissioner Pargas to approve auction results.

Motion by Commissioner Bates.

Motion carried (4-0).

7. Consider and act upon resignation of Justice of the peace Ernesto "Neto" Luna:

A letter of resignation dated December 2, 2020 with an effective date of December 31, 2020 from Ernesto "Neto" Luna, Justice of the Peace, Pct.6 was considered by the Court.

Motion by Commissioner Bates to accept the letter of resignation from Justice of the Peace, Pct. 6 Ernesto "Neto" Luna.

Seconded by Commissioner Garza.

Motion carried (4-0).

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8. Consider and act upon purchase and finance of excavator for road department:

This item was withdrawn from the agenda to be placed on a subsequent meeting of the Court. No action taken.

9. Consider and act upon approval of emergency purchase order for jail operational security system:

County Auditor Alice Chapman outlined the request for approval of an emergency purchase order for the installation and implementation of a fully operational security system payable to HTS Voice and Data Systems with an amount to be determined (TBD). The security system at the justice center completely failed the last week in November, 2020. The system including server, software, equipment, locks, cameras, DVRS and central control function needs to be replaced. Without the system, the jail will not meet the required jail operation standards.

Motion by Commissioner Bates to approve emergency purchase order for jail operational security system.

Seconded by Commissioner Garza.

Motion carried (4-0).

10. Consider and act upon Road Administrators report:

Road Administrator Dee Kirkpatrick informed the Court that the Road Department spread sand for the Fairplex Arena, completed the second course on County Road 301, chip sealed James Street/Austin Street in Sabinal for Mayor Story, spread base on half of County Road 302 and installed a four post vehicle lift at the Uvalde County Road Department shop. No action taken.

11. Consider and act upon line item budget amendments:

County Auditor Alice Chapman presented and outlined two sets of proposed line item budget amendments to the Court for consideration and approval. Closing Amendments Part 1 in regards to the closing of the county's fiscal year ending September 30, 2020 with Part 2 to follow in January, 2021 relating to County Grants.

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

Seconded by Commissioner Pargas.

Motion carried (4-0). See Exhibit B.

Also, considered and approved by the Court was a revised amendment to the adoption of the Sheriff Pay Procedure Policy on comp time, overtime, holiday pay and the 207K time sheet approved by the Court on November 23, 2020.

Motion by Commissioner Bates to approve revised amendment to Sheriff Pay Procedure Policy.

Seconded by Commissioner Garza.

Motion carried (4-0). See Exhibit C.

12. Consider and act upon payment of bills:

Motion by Commissioner Garza to approve payment of bills.

Seconded by Commissioner Bates.

Motion carried (4-0).

13. Consider and act upon approval of monthly reports:

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

Motion by Commissioner Bates to approve monthly reports.

Seconded by Commissioner Pargas.

Motion carried (4-0).

14. Consider and act upon payroll approval:

Motion by Commissioner Bates to approve payroll.

Seconded by Commissioner Garza.

Motion carried (4-0).

15. Consider and act upon resolutions and proclamations:

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

Perry Casburn †

Wanna Haile †

Marcy K. Harris †

Ofilia J. Hill †

Ronald Joslin †

Rolando Maldonado †

Norma Mojica †

Gerry Moore †

Rebecca Polanco †

Sandy Rodriguez †

Manuel Vara †

Monseis Ybarra †

Joe K. York, Jr. †

16. Executive Session (As permitted by Section 551.074, Texas Government Code):

a. Deliberation regarding possible appointment to office of Justice of the Peace, Pct. 6.

The Court entered into Executive Session (As permitted by Section 551.074, Texas Government Code) at 10:45 AM.

17. Convene in regular session and take action, if any:

The Court reconvened into regular session at 11:45 AM after deliberation of a possible replacement appointment for Justice of the Peace, Pct. 6. Individuals who submitted an application for consideration were Robert Moss, Diego Ovalle, Roland Sanchez and Mario Valdez.

Motion by Commissioner Pargas to appoint Roland Sanchez as Justice of the Peace, Pct. 6 with an effective date of January 1, 2021.

Seconded by Commissioner Scheide.

Motion carried (3-0-1) with Commissioner Garza abstaining his vote.

With no further business, the meeting of December 14, 2020 was adjourned.

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

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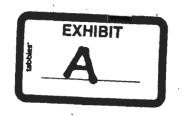
Seconded by Commissioner Scheide.

Motion carried (3-0-1) with Commissioner Garza abstaining his vote.

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November 2, 2020

To: Hon Camile DuBose

Uvalde County

3 Courthouse Square Uvalde, Texas 78801

From: Charles Gray, Program Director

Re: 2021 Indigent Defense Agreement

Dear Judge DuBose,

Attached pleased find the Calendar Year 2021 Indigent Defense Software as a Service (SaaS) agreement. As offered during one of our recent committee meetings, please let me know if you would like my participation when presenting this agreement to your Commissioners Court for consideration. I would be happy to appear in either a virtual or in person meeting to provide assistance and to brief the Court. Upon approval from your Commissioner's Court, please return a signed copy electronically to TechShare at techshare@techsharetx.gov.

An invoice for Uvalde County's SaaS Fee for 2021 will be submitted separately from our accounting department.

If you have any questions or need further assistance, please do not hesitate to let us know. I can be reached at Charles.Gray@techsharetx.gov or on my mobile phone at (512) 913-6206.

Thank you so much for your continued support.

Regards.

Charles Grav

TechShare Local Government Corporation 500 W. 13th Street Austin, TX 78701

CC: Alice Chapman, Auditor

Software as a Service Addendum

This Software as a Service ("SaaS") Addendum (this "Addendum") is made and entered into by and between TechShare, LGC, a Texas Local Government Corporation ("TECHSHARE"), and Uvalde County (the "Subscriber") pursuant and subject to the Master Interlocal Agreement for SaaS Participation in TechShare and the Master Interlocal Agreement for Stakeholder Participation in TechShare (for Stakeholders in one or more TechShare Resources).

DEFINITIONS

- 1.1. Addendum means this Software as a Service Addendum, including all exhibits attached hereto and to be attached throughout the Term of this Addendum, all of which are incorporated by reference herein.
- 1.2. <u>Business Day</u> means any day, Monday through Friday, excluding any TECHSHARE holiday.
- 1.3. Business Hour means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.
- 1.4. <u>Claims</u> mean any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.
- Confidential and Proprietary Information means all information in any form relating to, used in, or arising 1.5. out of a Party's operations and held by, owned, licensed, or otherwise possessed by such Party (the "Owner") (whether held by, owned, licensed, possessed, or otherwise existing in, on or about the Owner's premises or the other Party's premises and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to the Owner's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by the other Party in breach hereof; (b) becomes available to the other Party on a non-confidential basis from a source other than the Owner, which is not prohibited from disclosing such information by obligation to the Owner; (c) is known by the other Party prior to its receipt from the Owner without any obligation of confidentiality with respect thereto; or (d) is developed by the other Party independently of any disclosures made by the Owner.
- 1.6. <u>Current Software Version</u> means the current production version of TECHSHARE's software listed on Attachment A.
- 1.7. <u>Defect</u> means any bug, error, contaminate, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of TECHSHARE that renders the Licensed Software in non-conformance with TECHSHARE's then current published specifications.
 - 1.8. <u>Documentation</u> means the operating manuals and any other materials in any form or media provided by TECHSHARE to the users of the Licensed Software.
 - 1.9. <u>Embedded Third-Party Software</u> means licensed third-party software that is required to provide the functionality of the Licensed Software and which is embedded in the Licensed Software, which as of the



- date of this Addendum, consists of the software set forth on Attachment A labeled as "Embedded Third-Party Software"...
- 1.10. Indemnified Party means Subscriber and each of its officers, employees, agents, successors, and permitted assigns.
- 1.11. Licensed Property means the Licensed Software and the Documentation.
- 1.12. Licensed Software means: (a) the Current Software Version; (b) Embedded Third-Party Software; and (c) any Local Enhancements.
- 1.13. Local Enhancements means any refinement, enhancement, or other customization to the Current Software Version to be developed by TECHSHARE per Attachment B.
- 1.14. Party means, individually, TECHSHARE and Subscriber.
- 1.15. Project means the delivery of the Licensed Property and the performance of all services to be provided by TECHSHARE in accordance with the provisions of this Addendum.
- 1.16. Project Manager means the person designated by each Party who is responsible for the management of the Project.
- 1.17. SaaS Fee means the "Total Annual SaaS Fee" as set forth on the Attachment A, which is due and payable as set forth in Section 3.1
- 1.18. Service Level Terms and Conditions means the terms and conditions for TECHSHARE's maintenance and support of the Licensed Software, which can be found at:
 - https://techshare.atlassian.net/wiki/spaces/TID/pages/907673837/TechShare+Indigent+Defense+Production+S upport+Plan?moved=true
- 1.19. Users means individuals who are authorized by Subscriber to use the Licensed Property, and who have been supplied with user identifications and passwords by Subscriber (or by TECHSHARE at Subscriber's request).

2. LICENSE AND TITLE

License Grant. In consideration for the SaaS Fee, which shall be due and payable as set forth in Section 2.1. TECHSHARE hereby grants to Subscriber a limited, non-exclusive, revocable and non-transferable license (and sublicense with respect to the Embedded Third-Party Software) to use the version of the Licensed Property hosted by TECHSHARE, including necessary access to the hosting environment, for Subscriber's internal administration, operation, and/or conduct of Subscriber's business operations.

TECHSHARE HAS THE RIGHT TO REVOKE THIS LICENSE IF SUBSCRIBER TERMINATES. CANCELS OR FAILS TO RENEW THIS ADDENDUM. TECHSHARE HAS THE RIGHT TO UNILATERALLY REVOKE THIS LICENSE AND DENY SUBSCRIBER ACCESS TO THE LICENSED PROPERTY IF SUBSCRIBER FAILS TO REMIT ANY REQUIRED FEES WITHIN THIRTY DAYS OF THE DATE SUCH FEES BECOME DUE AS SET FORTH HEREIN AND SUCH AMOUNTS REMAIN OUTSTANDING FOR A PERIOD OF THIRTY DAYS FOLLOWING TECHSHARE'S WRITTEN NOTICE OF ITS INTENT TO REVOKE THE LICENSE.

- 2.2. License Not Tied to Number of Users. Unless otherwise specified on the Attachment A, the SaaS Fee is based on the number of specific user roles and is not based on the total number of users of the Licensed Property.
- Embedded Third-Party Software. The license grant set forth in Section 2.1 includes the right to use any 2.3. Embedded Third-Party Software; provided, however, that such access to and use of such Embedded



Third-Party Software shall be according to such terms, conditions, and licenses as are imposed by the manufacturers and/or third-party licensors of such Embedded Third-Party Software. All such Embedded Third-Party Software is covered by the SaaS Fee. TECHSHARE shall pass through to Subscriber any and all warranties granted to TECHSHARE by the owners, licensors, and/or distributors of such Embedded Third-Party Software.

2.4. Title.

- (a) TechShare claims no title to the Current Software Version. TechShare will make available the source code for the Current Software Version to Subscriber upon request.
- (b) All training materials shall be the sole property of TECHSHARE.
- (c) All Subscriber data shall remain the property of Subscriber. TECHSHARE shall not use Subscriber data other than in connection with providing the services pursuant to this Addendum.

3. FEES AND INVOICING

- 3.1. SaaS Fee. Unless otherwise specified in Attachment A, the SaaS Fee is based on population. For this calculation, decennial census figures or annual census estimates as published by the Texas Demographic Center, whichever is most recent as of March 1 immediately preceding the start of the budget period, will be used. Subscriber agrees to provide TECHSHARE information confirming the number of those roles to permit TECHSHARE to calculate the SaaS fee annually. There will be no midterm adjustments.
- 3.2. <u>Invoice and Payment for Professional Services</u>. If applicable, TECHSHARE shall invoice Subscriber for professional services and associated expenses before rendering professional services. Following receipt of a properly submitted invoice, Subscriber shall pay TECHSHARE within thirty (30) days. Upon completion of professional services, the remaining balance of amounts paid by Subscriber, if any, shall be returned to Subscriber upon certification from TECHSHARE's Chief Financial Officer that the Project is closed.
- 3.3. Invoice and Payment of Annual SaaS Fees. SaaS Fees, as set forth in Attachment A, shall be invoiced at the start of training for the initial SaaS Fee and on or about November 1 each year thereafter, and shall be paid by Subscriber within thirty (30) days of receipt of the invoice. Each invoice shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this Addendum.
- 3.4. Payment for goods and services under this contract shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act. Any undisputed sum not paid when due shall bear interest at the rate of eighteen percent (18%) annually, or the maximum amount allowed by law, whichever is lower. Interest begins to accrue on the thirty first (31st) day after the undisputed amount is due. Interest on an overdue payment stops accruing on the date TECHSHARE receives payment.

4. PROJECT IMPLEMENTATION

- 4.1. <u>Professional Services</u>. If applicable, Attachment B includes TECHSHARE's good faith estimate of the hours and fees associated with the services to be performed by TECHSHARE for Subscriber, including travel time by TECHSHARE's personnel from TECHSHARE's place of business to and from Subscriber's place of business, and for which Subscriber shall pay on a time and materials basis. Additional services requested by Subscriber which are beyond those hours detailed in Attachment B will be billed at TECHSHARE's then current services rates.
- 4.2. Office Space. Subscriber shall, at its sole expense, provide reasonable access to office space, telephone access, network access (including providing TECHSHARE reasonable access to a secure virtual private network connection or other comparable connection for use by TECHSHARE from time to time on a



- non-dedicated basis), Internet connections, and such other facilities as may be reasonably requested by TECHSHARE for use by TECHSHARE personnel for the purpose of performing this Addendum.
- 4.3. Subscriber's Hardware and Other Software. Subscriber shall be responsible to acquire, install, and configure all workstations and other hardware, as well as the operating systems and other software, that will be used by Subscriber to operate the Licensed Software now or in the future. TECHSHARE shall have no liability for defects in such hardware and software.
- 4.4. Cooperation. Subscriber acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of Subscriber personnel. Subscriber shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist TECHSHARE as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and reasonable access to its facilities. TECHSHARE shall not be liable for failure to timely implement the Project when such failure is due to Force Majeure (as identified in Section 17.14) or to the failure by Subscriber personnel to provide such cooperation and assistance (either through action or omission).

5. INSTALLATION OF THE LICENSED SOFTWARE

TECHSHARE shall use commercially reasonable efforts to promptly provision and configure a hosted Instance of the software for the Subscriber in the CJIS-Compliant environment provided by TECHSHARE and, as specified in Attachment B and in accordance with a mutually agreed upon timetable. Upon completion of the configuration of the hosted instance, TECHSHARE shall conduct its standard diagnostic evaluation to determine that the Licensed Software is properly functioning, and upon completion, shall deliver written instructions for accessing the Licensed Software to Subscriber.

6. VERIFICATION OF THE LICENSED SOFTWARE

- 6.1. <u>Verification Procedure.</u> Upon provisioning of the Licensed Software, TECHSHARE shall perform its standard test procedures and shall certify to Subscriber that the Licensed Software is in substantial conformance with TECHSHARE's then current published specifications and is ready for Subscriber's use. In the event TECHSHARE cannot so certify, TECHSHARE's sole obligation shall be to correct the cause thereof, which shall be Subscriber's sole right and remedy against TECHSHARE.
- 6.2. Certification Final. TECHSHARE's certification that the Licensed Software substantially complies with the then-current published specifications shall be final and conclusive, except for latent defects, fraud, and such gross mistakes that amount to fraud. If Subscriber disputes the certification for any reason, it shall notify TECHSHARE in writing within fifteen (15) business days of receipt of the certification from TECHSHARE.
- Use. Notwithstanding anything to the contrary herein, Subscriber's use of the Licensed Software for its 6.3. intended purpose shall constitute Subscriber's verification of the provision of the Licensed Software for purposes of the SaaS Fees.

7. TRAINING .

To the extent that training services are included in Attachment B, TECHSHARE shall train Subscriber In accordance with a mutually agreeable training plan. The training plan shall outline the training required for personnel to operate the Licensed Software. TECHSHARE shall provide Subscriber personnel with only the number of hours of training for the respective portions of the Licensed Software as set forth in Attachment B. Training shall be provided at Subscriber's principal place of business or other site selected by Subscriber. Training shall be performed according to the training plan, but in any event shall be "hands-on" using productionready versions of the Licensed Software. The courses shall train Subscriber's employees or agents in a manner to provide basic end user training. Subscriber shall be responsible for providing an adequately equipped training facility to operate the Licensed Software.



8. MAINTENANCE AND SUPPORT SERVICES

- 8.1. Service Level Terms and Conditions. Upon TECHSHARE's certification of the Licensed Software or Subscriber's use, whichever occurs first, TECHSHARE shall provide Subscriber with the maintenance and support services for the Licensed Software as set forth in Section 1.18, above. TECHSHARE may modify the Service Level Terms and Conditions but shall provide notice to Subscriber of any modification at least 90 days prior to the effective date of the modification.
 - 8.2. Responsibilities of Subscriber. In addition to the other responsibilities set forth herein, Subscriber shall: (a) provide all training of its personnel, other than training to be provided by TECHSHARE as specified in Attachment B; (b) collect, prepare, and enter all data necessary for the day-to-day operations of the Licensed Software; (c) retain separate copies of all conversion data delivered to TECHSHARE; (d) provide end user workstations that conform to TECHSHARE's minimum requirements; and (a) provide the requisite networks.

9. CONFIDENTIAL AND PROPRIETARY INFORMATION

- 9.1. Protection of Confidential and Proprietary Information. Each Party shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey the other Party's Confidential and Proprietary Information, and each Party shall not use, make, sell, or otherwise exploit any such other Party's Confidential and Proprietary Information for any purpose other than the performance of this Addendum, without the other Party's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Addendum, provided that the other Party is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. The Parties shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 9.1 and a Party shall be responsible for breaches by such persons acting by or for such Party.
- 9.2. Protection of Data of Other Users. If Licensed Software includes the ability to access data of other entities also using the Licensed Software, Subscriber agrees that such data remains the property of such other entities. Information or other data of another entity shall not be disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of Subscriber, tits employees, officers, agents, subcontractors, or assigns in any respect. In the event Subscriber receives a request for information or other data belonging to another entity, Subscriber must promptly notify the requestor that the Subscriber is not the custodian of the requested information or data.
- 9.3. <u>Judicial and Administrative Proceedings</u>. If a Party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, requirements of any applicable open government statute, or other similar process) to disclose any Confidential and Proprietary Information of the other Party or of another entity as described in section 9.2. (the "Owner"), such Party shall provide the Owner with prompt written notice of such request or requirement so that the Owner may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Addendum. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Owner, the Party nonetheless is legally compelled to disclose the Owner's Confidential and Proprietary Information or else would stand liable for contempt or suffer other censure or penalty, the Party may, without liability herein, disclose only that portion of the Owner's Confidential and Proprietary Information required to be disclosed, provided that the Party uses reasonable efforts to preserve the confidentiality of the Owner's Confidential and Proprietary Information, including, without limitation, by cooperating with the Owner to obtain an appropriate protective order or other administrative relief.
- 9.4. TECHSHARE has executed, and will comply with, the Criminal Justice Information Services Security Addendum, Attachment C.



10. REPRESENTATIONS AND WARRANTIES :

- 10.1. <u>Project Personnel</u>. All TECHSHARE personnel utilized in connection with fulfilling its obligations pursuant to or arising from this Addendum shall be employees of TECHSHARE or, if applicable, TECHSHARE's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable laws relating to employees generally, including, without limitation, immigration laws.
- 10.2. <u>Pass-Through of Warranties</u>. TECHSHARE hereby passes through the benefits of all third-party warranties that it receives in connection with any product provided to Subscriber.
- 10.3. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings pending or, to the knowledge of TECHSHARE, threatened, that shall have a material adverse effect on TECHSHARE's ability to fulfill its obligations pursuant to or arising from this Addendum.
- 10.4. Compliance with Laws. In performing this Addendum, TECHSHARE shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 10 OR ELSEWHERE IN THIS ADDENDUM, TECHSHARE DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. LIMITATION OF LIABILITY

TECHSHARE'S LIABILITY TO SUBSCRIBER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS ADDENDUM, REGARDLESS OF LEGAL THEORY SUCH AS BREACH OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO: (A) PRIOR TO TECHSHARE'S CERTIFICATION OF THE LICENSED SOFTWARE AND SUBSCRIBER'S USE THEREOF, THE SaaS FEES PAID BY SUBSCRIBER, IF ANY; AND (B) AFTER TECHSHARE'S CERTIFICATION OF THE LICENSED SOFTWARE AND SUBSCRIBER'S USE THEREOF, FIXING DEFECTS IN ACCORDANCE WITH SERVICE LEVEL TERMS AND CONDITIONS. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD; OR (2) BREACH OF SECTION 12.1 (CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE) OR SECTION 12.2 (INTELLECTUAL PROPERTY INFRINGEMENT).

IN NO EVENT SHALL TECHSHARE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS OR CORRUPTION OF DATA ARISING OUT OF THIS ADDENDUM, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

12. INDEMNIFICATION

12.1. General – Bodily Injury and Property Damage. Notwithstanding any other provision of this Addendum, TECHSHARE shall defend, Indemnify, hold, and save harmless the Indemnified Parties from and against any and all Claims for bodily injury or property damage sustained by or asserted against Subscriber artsing out of, resulting from, or attributable to the negligent or willful misconduct of TECHSHARE, its employees, subcontractors, representatives, and agents; provided, however, that TECHSHARE shall not be liable herein to Indemnify Subscriber against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the actions or omissions, negligent or otherwise, of Subscriber, its agents, contractors, subcontractors, or employees.

12.2. Intellectual Property Infringement.

(a) Notwithstanding any other provision of this Addendum, if any claim is asserted, or action or proceeding brought against an indemnified Party that alleges that all or any part of the Licensed



Property, in the form supplied, or modified by TECHSHARE, or an Indemnified Party's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the indemnified Party, upon its awareness, shall give TECHSHARE prompt written notice thereof. TECHSHARE shall defend, and hold Indemnified Party harmless against, any such claim or action with counsel of TECHSHARE's choice and at TECHSHARE's expense and shall indemnified Party against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, indemnified Party shall cooperate with and may monitor TECHSHARE in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as TECHSHARE may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Licensed Property made by the Indemnified Party, or any third party pursuant to Indemnified Party's directions, or upon the unauthorized use of the Licensed Property by the Indemnified Party.

(b) If the Licensed Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, TECHSHARE shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in TECHSHARE's sole discretion: (i) promptly replace the Licensed Property with a compatible, functionally equivalent, non-infringing system; or (ii) promptly modify the Licensed Property to make it non-infringing; or (iii) promptly procure the right of Subscriber to use the Licensed Property as intended.

13. TAXES

- 13.1. <u>Tax Exempt Status</u>. Subscriber represents and warrants that it is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to TECHSHARE pursuant to this Addendum are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Addendum.
- 13.2. Employee Tax Obligations. Each Party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, workers' compensation insurance, unemployment insurance, or retirement benefits, pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by such Party for work performed under this Addendum.

14. INSURANCE

TECHSHARE shall provide, upon the written request of Subscriber (which shall not be less than thirty (30) days after the Effective Date), proof of insurance for and maintain, at TECHSHARE's sole cost and expense, the following insurance coverage: (a) workers' compensation insurance covering employee claims based upon job-related sickness, injury, or accident during performance of this Addendum; and (b) comprehensive general liability (including, without limitation, bodily injury and property damage) insurance with respect to TECHSHARE's agents and vehicles assigned to perform the services herein with policy limits of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate.

15. TERM, SUSPENSION, AND TERMINATION

15.1. <u>Term.</u> The term of this Addendum (the "Term") shall commence on the date specified in Attachment A and continue for the subscription term specified therein. Except as otherwise specified in Attachment A, the term of this Addendum, and the corresponding payment of all SaaS Fees, shall automatically renew for one year unless either party gives the other notice of non-renewal at least 60 days before the end of the relevant subscription term. The per-unit pricing during any renewal term shall be the same as that during the prior term unless TECHSHARE has given Subscriber written notice of any pricing change at



- least 90 days before the end of such prior term, in which case the change in pricing shall be effective upon renewal and thereafter.
- 15.2. <u>Early Termination by Subscriber</u>. This Addendum may be terminated by Subscriber prior to the end of the then-current term by Subscriber providing TECHSHARE with (a) ninety (90) days written notice of its intent to terminate, and (b) payment of the SaaS Fees still due for the remainder of the then current term.
- 15.3. <u>Termination for Cause</u>. Either Party may terminate this Addendum for Cause, provided that such Party follows the procedures set forth in this Section 15.3.
 - (a) For purposes of this Section, "Cause" means either:
 - (i) a material breach of this Addendum, which has not been cured within ninety (90) days of the date such Party receives written notice of such breach;
 - (ii) the failure by Subscriber to timely pay when due any fees and expenses owed to TECHSHARE pursuant to this Addendum and any delinquent amounts remain outstanding for a period of thirty (30) days after TECHSHARE provides written notice of its intent to terminate for failure to pay;
 - (iii) breach of Section 9; or
 - (iv) if TECHSHARE becomes insolvent or bankrupt, or institutes or causes to be instituted any proceedings in bankruptcy or relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors; except, however, any involuntary petition for bankruptcy filed by a third party does not constitute cause under this subsection if dismissed within 10 business days.
 - (b) No Party may terminate this Addendum under Section 15.3(a)(i) unless it cooperates in good faith with the alleged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 16 following such period.
 - (c) Upon any termination for Cause by Subscriber, TECHSHARE shall refund any prepaid SaaS Fees covering the remainder of the Term after the effective date of termination. Upon any termination for Cause by TECHSHARE, Subscriber shall pay TECHSHARE any unpaid SaaS Fees covering the Term. In no event shall any termination relieve Subscriber of the obligation to pay any fees payable to TECHSHARE for the period prior to the effective date of termination.
- 15.4. Effect of Termination. Upon termination of this Addendum for any reason: (a) the licenses provided hereunder shall automatically terminate as of the effective date of the termination and Subscriber's access to the Licensed Software shall be denied; (b) subject to payment of all amounts due hereunder, and upon written request, TECHSHARE will provide to Subscriber such contents of the database that are owned by Subscriber, as such contents exist on the date of termination, in a standard industry data file format within five business days; and (c) upon written request, Subscriber shall return all documentation, products, TECHSHARE Confidential and Proprietary Information, and other information disclosed or otherwise delivered to Subscriber by TECHSHARE.
- 15.5. Survival. The following provisions shall survive after the Term of this Addendum: 1; 2; 9; 11; 12; 13; 15; 16; and 17.

16. DISPUTE RESOLUTION

Disputes arising out of, or relating to, this Addendum shall first be discussed by the Project Managers. Any dispute that cannot be resolved within five (5) Business Days at the Project Manager level (or such other date as agreed upon by the Project Managers) shall be referred to the individual reasonably designated by



Subscriber and TECHSHARE's Executive Director assigned to Subscriber's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Subscriber's chief executive officer or other individual reasonably designated by Subscriber and TECHSHARE's Executive Director ("Executive Dispute Level"), at such time and location reasonably designated by the Parties. Any negotiations pursuant to this Section 16 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Addendum, the Parties shall submit the matter to nonbinding mediation before the commencement of any proceeding in a court. The foregoing shall not apply to claims for equitable relief under Section 9.

17. MISCELLANEOUS

- 17.1. <u>Assignment.</u> Neither Party may assign this Addendum or any of its respective rights or obligations herein to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, TECHSHARE may assign its rights and obligations herein to any successor entity acquiring the right to make available the Licensed Property on behalf of the legal owners of such Licensed Property.
- 17.2. <u>Cumulative Remedies</u>. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.
- 17.3. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.
- 17.4. Counterparts. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 17.5. Waiver. The performance of any obligation required of a Party herein may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein.
- 17.6. Entire Addendum. This Addendum (inclusive of Attachments) constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.
- 17.7. <u>Amendment</u>. This Addendum shall not be modified, amended, or in any way altered except by an instrument in writing signed by the property delegated authority of each Party. All amendments or modifications of this Addendum shall be binding upon the Parties despite any lack of additional consideration.
- 17.8. <u>Severability of Provisions</u>. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Addendum shall remain valid and enforceable according to its terms.
- 17.9. Relationship of Parties. The Parties intend that the relationship between the Parties created pursuant to or arising from this Addendum is that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose.



- 17.10. Governing Law. Any dispute arising out of or relating to this Addendum or the breach thereof shall be governed by the laws of the state of the domicile of Subscriber, without regard to or application of choice of law rules or principles.
- 17.11. Audit. TECHSHARE shall maintain complete and accurate records of all work performed pursuant to and arising out of this Addendum. Subscriber may, upon the written request of the Project Manager, audit any and all work or expense records of TECHSHARE relating to professional services provided herein. Subscriber shall provide TECHSHARE not less than twenty-four (24) hour notice of such audit or inspection. TECHSHARE shall have the right to exclude from such inspection any TECHSHARE Confidential and Proprietary Information not otherwise required to be provided to Subscriber as a part of this Addendum. TECHSHARE shall make such books and records available to Subscriber during normal business hours. Any such audit shall be conducted at TECHSHARE's principal place of business during TECHSHARE's normal business hours and at Subscriber's sole expense.
- 17.12. No Third-Party Beneficiaries. Nothing in this Addendum is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.
- 17.13. Contra Proferentem. The doctrine of contra proferentem shall not apply to this Addendum. If an ambiguity exists in this Addendum, or in a specific provision, neither the Addendum nor the provision shall be construed against the Party who drafted the Addendum or provision.
- 17.14. Force Maleure. No Party to this Addendum shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this Addendum shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.
- 17.15. Equitable Relief. Each Party covenants, represents, and warrants that any violation of this Addendum by such Party with respect to its respective obligations set forth in Sections 2.3 and 9 shall cause irreparable injury to the other Party and shall entitle the other Party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.
- 17.16. Attorneys' Fees and Costs. If attorneys' fees or other costs are incurred by either Party to secure the performance of any obligations under this Addendum, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs incurred in connection therewith.
- 17.17. Conflict with ILA. If there is a conflict between any provision of this Addendum and the applicable Master Interlocal Agreement, this Addendum controls.
- 17.18. <u>Audit Trails</u>. TECHSHARE shall not disable audit trail functions in the Licensed Software or alter audit trail information without Subscriber written consent.
- 17.19. <u>Breach Notification</u>. TECHSHARE agrees that upon discovery of unauthorized access to Subscriber data, TECHSHARE will notify Subscriber both verbally and in writing. In no event shall the notification be made more than forty-eight (48) hours after TECHSHARE knows or reasonably suspects unauthorized access has or may have occurred. In the event of a suspected unauthorized access, TECHSHARE agrees to reasonably coordinate with Subscriber to investigate the occurrence.



17.20. Location of Data Center. All Subscriber data will remain in the 48 contiguous United States at all times.

[Signature Page to Follow]



TECHSHARE	SUBSCRIBER
2600	Lawren M. Morale
Signature	Signature
John B. Dahili	William R. Mitchell
Printed Name	Printed Name
Executive Director Title	Uvalde County Judge Title
11.02.2020	November 14, 2020
Date	Date
Address:	Address:
500 W. 13 th Street Austin, Texas 78701	#3 Courthouse Square
	Uvalda Mayaa 70004

Attachment A - Resources and Fees

Attachment B -- Implementation Work Plan and Costs (Applicable only if implementation services are being provided)

Attachment C - Criminal Justice Information Services Security Addendum



Attachment A **Resources and Fees**

Commencement Date:

January 1, 2021

Subscription Term: 1 Year

Resource

SaaS Fee

TechShare.Indigent Defense SaaS with Microsoft Azure Hosting Service (12 months)

SaaS Fee for 2021 is based on the 2019 official population estimate the Texas Demographic Center.

Embedded Third Party Software:

- GemBox
- **EVO PDF Software**
- **EMC Captiva Scanner**

Professional Services Fees for implementation (one-time charges)

Time and Material charges: N/A

Travel charges:

NA

Total:

N/A

Attachment B Implementation Work Plan and Costs

Not Applicable

Attachment C

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A- 130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the Installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

- 1.01 Contracting Government Agency (CGA) the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.
- 1.02 Contractor a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.
- 2.00 Responsibilities of the Contracting Government Agency.
- 2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.
- 3.00 Responsibilities of the Contractor.
- 3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).
- 4.00 Security Violations.
- 4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with Indications of actions taken by the CGA and Contractor.

- 4.02 Security violations can justify termination of the appended agreement.
- 4.03 Upon notification, the FBI reserves the right to:
 - a. Investigate or decline to investigate any report of unauthorized use;
 - b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

- 6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.
- 6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.
- 6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.
- 6.04 This Security Addendum may only be modified by the FBI and may not be modified by the parties to the appended Agreement without the consent of the FBI.
- 6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director
Criminal Justice Information Services Division,
FBI 1000 Custer Hollow Road
Clarksburg, West Virginia 26306

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or redisseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or redisseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Contractor

TechShare Local Government Corporation

Signature of Contractor Representative Date

John B. Dahill, Executive Director

Printed Name and Title



COUNTY OF UVALDE FYE 09/30/2020 CLOSING AMENDMENTS PART S

COMMISSIONERS COURT MEETING DECEMBER 14 2020

TRANSFERS AND/OR AMENDMENTS

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LINE ITEM	TYPE OF ACCOUNT	NAME OF ACCOUNT	_1	DUDGET	_1	BUDGET	D	ECREASE	AMENDED	Comment
018-100-140	TRANSFER INVOUT	EMPLOYEE INSURANCE FUND			S	450,000.00	s	450,000.00	010-100-140	YEAR END CLOSE OUT TRANSFER
018-390-900	TRANSFER INVOUT	EMPLOYEE INSURANCE FUND			\$	450,000.00	\$	450,000.00	010-423-994	YEAR END CLOSE OUT TRANSFER
010-310-120	REVENUE	DELINQUENT TAXES	3	200,000.00	\$	267,442.10	\$	67,442.10	NA NA	REVENUE CERTIFICATION
010-310-121	REVENUE	CT AWARDED JUDGEMENT	\$		\$	28,442.54	\$	28,442.54	NA NA	REVENUE CERTIFICATION
010-311-120	REVENUE	PENALTY ▲ INTEREST	S	184,833.78	s	192,153.53	\$	7,319.75	NA NA	REVENUE CERTIFICATION
010-312-130	REVENUE	1/2 CENT COUNTY SALES TAX	\$	1,900,000 00	s	1,719,412 00	\$	(180,588.00)	NA NA	REVENUE CERTIFICATION
010-312-131	REVENUE	HEALTH SERVICE SALES TAX	\$	285,000.00	\$	276,728.86	\$	(8,271 14)	NA	REVENUE CERTIFICATION
010-315-157	REVENUE	TAC OFFICE IRP	\$	5,000.00	S	8,735.25	\$	3,735.25	NA NA	REVENUE CERTIFICATION
010-315-256	REVENUE	TAC OFFICE MARED DRINKS	\$	26,000.00	\$	27,301.84	\$	1,301.84	NA	REVENUE CERTIFICATION
010-320-160	REVENUE	SHERIFF PETTY CASH CLOSE OUT	\$		\$	1,000.00	\$	1,000.00	NA	REVENUE CERTIFICATION
010-320-164	REVENUE	VENDING MACHINE COMMISSION	S		\$	216.66	\$	216 66	NA	REVENUE CERTIFICATION
010-320-170	REVENUE	SHEIRFF FEES	S	6,000.00	\$	9,289 77	\$	3,289 77	NA	REVENUE CERTIFICATION
010-320-171	REVENUE	SHERIFF ATTORNEY GENERAL FEES	S	6,000.00	\$	9,289 77	\$	3,289.77	NA	REVENUE CERTIFICATION
010-320-172	REVENUE	SHERIFF CITATION FEES	\$	12,000.00	5	13,360.00	\$	1,360.00	NA NA	REVENUE CERTIFICATION
010-320-177	REVENUE	SHERIFF AUCTION FEE	\$		\$	1,822.15	\$	1,822.15	NA NA	REVENUE CERTIFICATION
010-320-183	REVENUE	SHERIFF BOND	\$	•	\$	290.19	\$	290 19	NA	REVENUE CERTIFICATION
010-320-188	REVENUE	SHERIFF JAIL COMMITMENT	\$		\$	300.00	\$	300.00	NA	REVENUE CERTIFICATION
010-325-306	REVENUE	DISTRICT CLERK NISI	\$	•	\$	1,000.00	\$	1,000.00	NA NA	REVENUE CERTIFICATION
010-325-309	REVENUE	DISTRICT CLERK TAX CASES	\$	12,649.00	\$	17,948.56	3	5,299.56	NA	REVENUE CERTIFICATION
010-330-170	REVENUE	COUNTY CLERK FEES	\$	130,000.00	\$	156,439.54	\$	26,439.54	NA	REVENUE CERTIFICATION
010-330-174	REVENUE	COUNTY CLERK CRIMINAL FEE	\$	8,000.00	\$	9,762.42	\$	1,762.42	NA NA	REVENUE CERTIFICATION
010-330-175	REVENUE	COUNTY CLERK REMOTE BIRTH	\$	7,000.00	\$	11,081.41	\$	4,081.41	NA	REVENUE CERTIFICATION
010-330-177	REVENUE	COUNTY CLERK TIME PAYMENT	\$		5	561.97	\$	561.97	NA NA	REVENUE CERTIFICATION
010-330-182	REVENUE	COUNTY CLERK APPLICATION FEE	\$		\$	1,000.00	_\$	1,000.00	NA NA	REVENUE CERTIFICATION
010-335-184	REVENUE	SHERIFF FEDERAL INMATE HOUSING	5	1,750,000 00	\$	1,381,268 70	\$	(368,731 30)	NA NA	REVENUE CERTIFICATION
010-335-307	REVENUE	OUT OF COUNTY INMATE HOUSING	S	5,000.00	\$	11,510.00	\$	6,510.00	NA	REVENUE CERTIFICATION
010-340-192	REVENUE	JP 2 FEES OF OFFICE	\$	65,000.00	\$	78,536.10	\$	13,536.10	NA	REVENUE CERTIFICATION
010-340-193	REVENUE	JP 3 FEES OF OFFICE	S	85,000 00	\$	59,981 08	\$	(25,018 92)	NA NA	REVENUE CERTIFICATION
010-340-194	REVENUE	JP 4 FEES OF OFFICE	\$	48,000.00	3	55,552.16	\$	7,552.16	NA NA	REVENUE CERTIFICATION
010-340-196	REVENUE	JP 6 FEES OF OFFICE	8	90,000.00	\$	95,381.75	\$	5,381.75	NA	REVENUE CERTIFICATION
010-345-302	REVENUE	COUNTY COURT CSR PAID HOURS	\$	250.00	\$	3,365.82	\$	3,115.82	NA NA	REVENUE CERTIFICATION
010-345-420	REVENUE	COUNTY COURT OVERPAYMENT	s		\$	5 89	\$	5.89	NA	REVENUE CERTIFICATION
010-345-423	REVENUE	COUNTY COURT TRANSPORT FEES	2	-	\$_	216.18	s	216 18	NA NA	REVENUE CERTIFICATION
010-350-404	REVENUE	SANITATION WATER SAMPLES	\$	6,000.00	\$	7,679.00	\$	1,679.00	NA NA	REVENUE CERTIFICATION
010-350-405	REVENUE	SANITATION SEPTIC INSPECTIONS	\$	22,000.00	\$	33,800.00	\$	11,800.00	NA	REVENUE CERTIFICATION
010-350-406	REVENUE	SANITATION FOOD ESTABLISHMENTS	\$	4,000.00	\$	5,225.00	\$	1,225.00	NA NA	REVENUE CERTIFICATION
010-355-252	REVENUE	STATE COMPTROLLER CJ	\$	25,200.00	\$	30,200.00	\$	5,000 00	NA NA	REVENUE CERTIFICATION
010-355-253	REVENUE	STATE COMPTROLLER CA	s	42,000.00	\$	56,000 00	s	14,000.00	NA	REVENUE CERTIFICATION
010-355-267	REVENUE	FUND 20 CT REPORTER REIMB	s		S	8,000.00	\$	8,000 00	NA NA	REVENUE CERTIFICATION
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010-365-423	REVENUE	IP DPS OMNUBASE	\$ -	\$	1,018.00	3	1,018.00	NA NA	REVENUE CERTIFICATION
010-365-424	REVENUE	JP FTA OMNI	S -	8	672.00	\$	672.00	NA	REVENUE CERTIFICATION
010-365-425	REVENUE	JP TIME PAYMENT	s -	1 5	525,00	\$	525.00	NA	REVENUE CERTIFICATION
010-370-404	REVENUE	HOTEL OCCUPANCY TAX	\$ 938,302.15	\$	941,016.33	S	2,714.18	NA	REVENUE CERTIFICATION
010-375-400	REVENUE	INTEREST EARNED	\$ 25,000.00	\$	33,394.04	3	8,394.04	NA	REVENUE CERTIFICATION
010-403-335	EXPENSE	COUNTY CLERK BQUIPMENT	\$ 6,000.00	5	8,062.28	3	2,062.28	010-403-592	
010-403-861	EXPENSE	COUNTY CLERK VITAL STATISTICS	\$ 1,500.00	\$	2,514.57	\$	1,014.57	010-403-592	
010-403-797	EXPENSE	COUNTY CLERK DEPUTY	\$ 26,250.00	\$	27,249.13	\$	999.13	010-403-793	CHANGE IN POSITION
010-420-425	EXPENSE	COURTHOUSE BLANKET BOND	\$ 800.00	\$	1,579.00	\$	779.00	010-420-446	
010-422-400	EXPENSE	LPR GRANT MOVED	\$ 119,900.00			\$	(119,900.00)	NA	
010-424-338	EXPENSE	GRANT CONSULTANT	\$ 35,000.00	S	37,602.50	\$	2,602.50	NA	
010-424-710	EXPENSE	PITNEY BOWES	\$ 6,000.00	\$	6,228.70	\$	228.70	010-424-105	
010-424-730	EXPENSE	PRINTING	\$ 6,000.00	\$	7,061.29	3	1,061.29	010-420-446	
010-424-890	EXPENSE	OUTDIAL LINES	\$ 2,500.00	3	3,449.63	3	949.63	010-420-446	
010-435-796	EXPENSE	DISTRICT COURT	\$ 39,360.24	\$	39,480.24	. 5	120.00		REVENUE OFFSET
010-435-950	EXPENSE	DISTRICT COURT XEROX	\$ 2,629.08	\$	2,803.88	3	174.00	010-435-943	
010-450-450	EXPENSE	DISTRICT CLERK HEALTH INS	\$ 30,000.00	\$	30,416.17	\$	416.17	010-450-444	
010-450-782	EXPENSE	DISTRICT CLERK RETIREMENT	\$ 19,014 19	\$	19,070.28	\$	56.09	010-450-444	
010-451-155	EXPENSE	JP I AUTOPSY	\$ 2,500.00	\$	2,720.00	\$	220.00	010-451-298	
010-452-155	EXPENSE	JP 2 AUTOPSY	\$ 2,500.00	\$	2,795.00	5	295.00	010-452-860	
010-452-890	EXPENSE	JP 2 FIRSTNET	\$ 1,500.00	3	1,907.57	\$	407.57	010-452-939	
010-452-950	EXPENSE	JP 2 XEROX	\$ 2,629.08	\$	2,748.79	\$	119.71	010-452-640	
010-453-860	EXPENSE	JP 3 OFFICE EXP	\$ 800.00	5	848 56	5	48.56	010-453-939	
010-456-155	EXPENSE	JP 3 AUTOPSY	\$ 2,500.00	\$	3,050.00	\$	550.00	010-456-939	
010-476-450	EXPENSE	ADA HEALTH INS	\$ 6,000.00	\$	6,470.59	5	470.59	010-420-446	
010-476-790	EXPENSE	ADA LONGEVITY	\$ 1,680.00	. s	1,940.00	\$	260.00	NA	REVENUE OFFSET
010-476-791	EXPENSE	ADA LONGEVITY	\$ 2,610.00	. \$	2,850.00	. 5	240.00	NA	REVENUE OFFSET
010-476-793	EXPENSE	ADA LONGEVITY	\$ 2,220 00	-	2,630 00		410.00	NA	REVENUE OFFSET
010-479-315	EXPENSE	COUNTY ATTY DUES	\$ 250.00	\$	310.00	\$	60.00	010-479-444	
010-479-445	EXPENSE	COUNTY ATTY BONDS	\$ 50.00	\$	155.00		105.00	010-479-444	
010-479-890	EXPENSE	COUNTY ATTY INTERNET/PHONES	\$ 3,000.00	s	5,728.31	+	2,728.31	010-479-444	
010-479-793	EXPENSE	COUNTY ATTY STATE SUPPLEMENT	\$ 42,000 00		28,000.00		(14,000.00)	NA	
010-492-327	EXPENSE	ELECTION WORKERS	\$ 15,000.00		18,943.75		3,943.75	010-492-710	
010-492956	EXPENSE	ELECTIONS UTILITY/INTERBET	\$.	\$	470 00	1	470.00	010-492-710	
010-492-943	EXPENSE	ELECITON MILEAGE	\$ 1,000.00	-	1,145.00	1	145 00	010-492-710	
010-498-860	EXPENSE	TREASURER OFFICE EXPENSE	\$ 5,000.00		5,400.00		400.00	010-498-335	

			T	0.000.00	\$	2 555 62	\$	24.00	010 400 000	
010-499-950	REVENUE	TAC XEROX	\$	2,629.08		2,656.00		26.92	010-499-939	
010-501-890	EXPENSE	VT VOIP FIBER WIRELESS	8	25,000.00	\$	26,000.00	8	1,000.00	010-501-562	
010-511-342	EXPENSE	COURTHOUSE BLEVATOR	S	4,500.00	\$	6,200.00	\$	1,700.00	010-511-956	
010-511-956	EXPENSE	COURTHOUSE REPAIRS	3	67,000.00	\$	68,500.00	3	1,500.00	010-511-956	
010-512-450	EXPENSE	HEALTH INSURANCE MAINT	S	650.00	\$	772.00	\$	122.00	010-512-777	
010-551-890	EXPENSE	CONSTABLE #1 FIRSTNET	\$		8	140.00	\$	140,00	010-551-939	
010-552-890	EXPENSE	CONSTABLE #2 FIRSTNET	\$	-	\$	140.00	\$	140.00	010-552-939	
010-553-890	EXPENSE	CONSTABLE #3 FIRSTNET	- 3		\$	140.00	\$	140.00	010-553-939	
010-554-890	EXPENSE	CONSTABLE #4 FIRSTNET	8		\$	140.00	\$	140.00	010-554-939	
010-556-890	EXPENSE	CONSTABLE #6 FIRSTNET	\$		\$	140.00	\$	140.00	010-556-939	
010-560-257	EXPENSE	SHERIFF SOUTHERN SOFTWARE	- 3	7,000.00	\$	13,200.00	\$	6,200.00	010-560-238	
010-560-326	EXPENSE	SHERIPF EDUCATION	S	6,000.00	\$	7,300.00	\$	1,300.00	010-560-238	
010-560-594	EXPENSE	SHERIFF EVIDENCE PROCESS	\$	6,000.00	\$	6,500.00	\$	500.00	010-560-445	
010-560-776	EXPENSE	SHERIFF AUTO REPAIR	3	95,000.00	S	138,000.00	\$	43,000.00	010-561-956/010-492-335	
010-560-860	EXPENSE	SHERIFF OFFICE EXPENSE	3	17,000.00	\$	26,000.00	\$	9,000.00	010-560-956	
010-560-910	EXPENSE	SHERD'F TIRES	S	15,000.00	\$	22,000.00	8	7,000.00	010-560-956	
010-560-945	EXPENSE	SHERIFF UNIFORMS	\$	12,000.00	\$	19,500.00	\$	7,500.00	010-360-956	
010-560-950	EXPENSE	SHERIFF XEROX	s	2,629.08	S	4,500.00	\$	1,870.92	010-560-956	
010-562-860	EXPENSE	DPS OFFICE /SPECTRUM	5	2,950.00	\$	3,100.00	\$	150.00	010-562-335	
010-575-256	EXPENSE	JAIL I/T, FIRE, SAPETY	\$	10,000.00	\$	21,100.00	\$	11,100.00	010-575-807	
010-575-405	EXPENSE	JAIL INMATE TRANSPORT	\$	25,000.00	\$	46,000.00	\$	21,000.00	010-575-395/445	
010-575-570	EXPENSE	JAIL INMATE MEDICAL	\$	250,000.00	\$	457,100.00	\$	207,100.00	010-200-999	RESERVE FUNDING
010-575-685	EXPENSE	JAIL PEST CONTROL	1 \$	3,000.00	\$	4,950.00	\$	1,950.00	010-575-807	
010-575-777	EXPENSE	JAIL FACILITY REPAIRS	s	160,000.00	\$	189,000.00	\$	29,000.00	010-575-337/571/257	
010-575-860	EXPENSE	JAIL OFFICE EXPENSE	\$	10,000.00	\$	13,000.00	\$	3,000.00	010-575-807	
010-575-891	EXPENSE	JAIL LIFT STATION	\$	25,000.00	\$	33,000.00	\$	8,000.00	010-575-335	
010-575-944	EXPENSE	JAIL LAUNDRY/BEDDING	s	70,000.00	s	105,400.00	s	35,400.00	010-575-385	
010-575-950	EXPENSE	JAIL XEROX	\$	2,629.08	s	3,600.00	\$	970.92	010-575-890	
010-575-950	EXPENSE	JAIL UTILITIES	S	145,000.00	\$	154,200.00	\$	9,200.00	010-575-238/335	
010-620-957	EXPENSE	FT CLARK LIFT STATION	8	22,000.00	s	29,000 00	\$	7,000.00	010-620-956/010-420-446	
010-630-890	EXPENSE	FIRSTNET	S	1,650.00	s	2,100.00	\$	450.88	010-630-939	
010-632-859	EXPENSE	STATE FEES	\$	750.00	\$	1,200.00	\$	450.00	010-632-939	
010-632-890	EXPENSE	FORSTNET	s	1,500.00	\$	1,600.00	s	100.00	010-632-939	
010-640-243	EXPENSE	UVALDE FOOD PANTRY	\$	5,000.00	s	5,632.00	\$	632.00	010-640-815	OVERPAYMENT/ REIMBURSED
010-641-108	EXPENSE	MENTAL COMMITMENTS	\$	10,000.00	\$	13,300.00	2	3,300.00	010-641-140	
010-641-141	EXPENSE	DICT APPOINTED ATTYS	3	100,000.00	\$	124,000.00	s	24,000.00	010-641-140	
010-641-142	EXPENSE	COURT ORDERED EVALUATIONS	\$	6,000.00	s	8,000.00	\$	2,000.00	010-641-140	
010-641-782	EXPENSE	RETIREMENT	2	8,894.34	s	9,640.10	\$	745.76	010-641-140	BUDGET ERROR
010-641-793	EXPENSE	SALARY - BAILUFF	S	45,518.64	S	47,794.56	\$	2,275.92	010-641-140	BUDGET ERROR
010-641-794	EXPENSE	SALARY - BAILIFF	s	45,518.64	\$	47,794.56	\$	2,275.92	010-641-140	BUDGET ERROR
010-645-434	EXPENSE	CHCP	s	70,000.00	s	84,200 00	\$	14,200.00	010-645-712	
	EXPENSE	СІНСР	\$	2,353.89	3	2,650.00	\$	296.11	010-645-712	
010-645-782	EXPENSE	СІНСР	3	1,767.15	s	1,800.00	\$	32.85	010-645-712	
010-645-835		CIHCP	\$	1,707.13	\$	93.00	S	93.00	010-645-712	
010-645-984	EXPENSE	717	5	12,660.00	5	12,708.00	\$	48.00	010-645-712	
010-645-256	EXPENSE	CIHCP	-	12,000.00			-			
010-652-956	EXPENSE	EL PROGRESO RELIANT ENERGY	5		\$	10,310.00	\$	10,310.00	010-641-140	
	EXPENSE	EXTENSION XEROX	\$	2,629.08	\$	2,860.00	\$	230.92	010-666-320	
010-666-950			1 .							
010-666-950 010-680-450 010-680-677	EXPENSE EXPENSE	LONGEVITY HEALTH INS. PAYROLL TAXES	\$	35,000.00	\$	655.00 38,000.00	\$	655.00 3,000.00	010-640-140 010-640-140	

-350-151	REVENUE	ENVIRONMENTAL BOX 1	3	18,000.00	\$	21,781.00	3	3,781.00	NA	REVENUE CERTIFICATION
11-350-153	REVENUE	ENVIRONMENTAL BOX 3	2	12,000.00	\$	15,429.00	\$	3,429.00	NA	REVENUE CERTIFICATION
10-350-154	REVENUE	ENVIRONMENTAL BO+C158X 4	\$	18,000.00	\$	19,748.00	s	1,748.00	NA	REVENUE CERTIFICATION
10-350-155	REVENUE	ENVIRONMENTAL BOX 4	3	5,000.00		7,643.00	\$	2,643.00	NA	REVENUE CERTIFICATION
11-610-261	EXPENSE	ROAD CONTRACT HAULING	S		\$	18,900.00	S	10,900.00	011-610-875	
11-610-388	EXPENSE	ROAD NUTRITION DEPT FUEL	S	3,000.00		3,850.00	s	850.00	011-610-875	
11-610-776	EXPENSE	ROAD VEHICLE REPAIR	S	27,000.00	5	44,600.00	s	17,600.00	011-610-875	
011-610-777	EXPENSE	ROAD BOUIFMENT REPAIR	\$	50,000.00	8	57,200.00	\$	7,200.00	011-610-875	
11-610-860	EXPENSE	ROAD OFFICE EXPENSE	\$	4,500.00	S	4,600.00	\$	100.00	011-610-875	
11-610-878	EXPENSE	ROAD SHOP SUPPLIES	\$	6,000.00	\$	12,600.00	s	6,600.00	011-610-875	
11-610-910	EXPENSE	ROAD TIRES	2	32,000.00	\$	32,600.00	\$	600.00	011-610-875	
11-610-945	EXPENSE	ROAD UNIFORMS	S	8,000.00	\$	14,400.00	s	6,400.00	011-610-875	
11-610-950	EXPENSE	ROAD XEROX	3	2,629.08	\$	2,646.29	s	17.21	011-610-875	
11-610-997	EXPENSE	ROAD JANITOR SUPPLIES	3	1,700.00	3	2,750.00	\$	1,050.00	011-610-875	1
11-610-998	EXPENSE	ROAD SMALL TOOLS	3	4,000.00	s	6,100.00	3	2,100.00	011-610-875	
11-611-796	EXPENSE	ROAD EXTRA WEEK IN BUDGET	3	38,238.72	\$	38,862.72	3	624.00	011-610-875	
11-611-901	EXPENSE	ROAD EXTRA WEEK IN BUDGET	3	29,224.00	\$	29,941.36	s	717.36	011-610-875	
11-611-802	EXPENSE	ROAD EXTRA WEEK IN BUDGET	3	27,060.80	\$	27,626.00	-	365.20	011-610-875	
1-611-903	EXPENSE	ROAD EXTRA WEEK IN BUDGET	s	33,966.40	\$	34,924.24		957.84	011-610-875	
1-611-805	EXPENSE	ROAD EXTRA WEEK IN BUDGET	3	32,198.40	s	32,980.56	s	782.16	011-610-875	
1-611-806	EXPENSE	ROAD EXTRA WEEK IN BUDGET	\$	36,649.60		37,539.36		889.76	011-610-875	
		ROAD EXTRA WEEK IN BUDGET	\$	40,497.60	1	41,469.36		971.76	011-610-875	
-611-807	EXPENSE		\$					717.36	011-610-875	
1-611-808	EXPENSE	ROAD EXTRA WEEK IN BUDGET	5	29,224.00 39,644.80		29,941.36 40,788.16		1,143.36	011-610-875	
1-611-810	EXPENSE	ROAD EXTRA WEEK IN BUDGET	5		1			956.16	011-610-875	
1-611-811	EXPENSE	ROAD EXTRA WEEK IN BUDGET		39,832.00		40,788.16				
-611-812	EXPENSE	ROAD EXTRA WEEK IN BUDGET	- 8	33,134.40	1	33,944.72		810.32	011-610-875	
1-611-813	EXPENSE	ROAD EXTRA WEEK IN BUDGET	3	32,198.40		33,546.48	,	1,348.06	011-610-875	
1-611-816	EXPENSE	ROAD EXTRA WEEK IN BUDGET	\$	25,438.40		26,074.24	-	635 84	011-610-875	
1-635-795	EXPENSE	ROAD EXTRA WEEK IN BUDGET	\$	36,982.40	-	37,266.88		284.48	011-610-875	
1-635-796	EXPENSE	ROAD EXTRA WEEK IN BUDGET	S	30,680.00	1	30,916.00	-	236.00	011-610-875	
11-635-798	EXPENSE	ROAD EXTRA WEEK IN BUDGET	\$	33,051.20	1	33,305.44		254.24	011-610-875	
11-635-876	EXPENSE	ROAD EXTRA WEEK IN BUDGET	\$	150.00		216.96	\$	66.96	011-610-875	
11-635-945	EXPENSE	ROAD EXTRA WEEK IN BUDGET	\$	1,950.00	8	2,050.00	3	100.00	011-610-875	
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)12-310-110	REVENUE	FLOOD TAX REVENUES				239,4 <u>72</u> 31				REVENUE CERTIFICATIO
112-310-120	REVENUE	FLOOD DELINQUENT TAXES	\$	5,000.00	_	5,985.57		985.57		REVENUE CERTIFICATION
12-631-120	REVENUE	FLOOD PENALTY & INTEREST	\$	2,985.05		4,686.51	\$	1,701.46		REVENUE CERTIFICATION
12-365-400	REVENUE	FLOOD INTEREST	\$	700.00		1,624.02	8	924.02		REVENUE CERTIFICATION
112-365-401	REVENUE	FLOOD NUBCES FRIO SABINAL	\$	13,900.00	1	13,384.80	\$	384,80		REVENUE CERTIFICATION
112-365-402	REVENUE	FLOOD USFW	\$		3	436,00	3	436.00		REVENUE CERTIFICATION
112-611-892	EXPENSE	SHERIFF CONCAN TOWER	\$	•	S	116.26	\$	116.26	012-611-956	
			-		-					
13-365-400	REVENUE	LATERAL INTEREST	\$		\$	9.61	\$	9.61		REVENUE CERTIFICATION
3-610-875	EXPENSE	LATERAL MATERIALS		31,279.76	\$	34,250.00	\$	2,970,24		REVENUE OFFSET

014-365-400	REVENUE	COUNTY CLERK ARCHIVE INTEREST	s -	\$ 76.57	\$ 76.57		REVENUE CERTIFICATION
015-478-525	EXPENSE	LAWLIBRARY	\$ 17,000.00	\$ 20,450.00	\$ 3,450.00		REVENUE OFFSET
016-403-777	EXPENSE	ARCHIVE BLDG MAINTENANCE	s .	\$ 661.00	\$ 661.00	016-403-335	
017-345-206	REVENUE	COUNTY CLERK JURY FEE	s -	\$ 66.73	\$ - \$ 66.73		REVENUE CERTIFICATION
018-338-600	REVENUE	EMPLOYEE INSURANCE FUND	\$ 1,000,000.00	\$ 1,133,750.00	\$ 133,750.00		REVENUE CERITIFICATION
018-338-605	REVENUE	EMPLOYEE INSURANCE FUND	\$ 1,300,000.00	\$ 1,311,650.54	\$ 11,650.54		REVENUE CERITIFICATION
018-370-457	REVENUE	EMPLOYEE INSURANCE FUND	\$ 15,862.55	\$ 16,260.00	\$ 397.45	ļ	REVENUE CERITIFICATION
018-390-900	REVENUE	EMPLOYEE INSURANCE FUND	s -	\$ 450,000.00	\$ 450,000.00		REVENUE CERITIFICATION
018-420-446	EXPENSE	EMPLOYEE INSURANCE FUND	\$ 902,000.00	\$ 1,010,515.00	\$ 108,515.00		REVENUE OFFSET
018-420-447	EXPENSE	EMPLOYEE INSURANCE FUND	\$ 2,506,546.28	\$ 3,181,700.00	\$ 675,153.72		REVENUE OFFSET
018-420-453	EXPENSE	EMPLOYEE INSURANCE FUND	\$ 67,460.00	\$ 70,100.00	\$ 2,640.00		REVENUE OFFSET
018-420-940	EXPENSE	EMPLOYEE INSURANCE FUND	\$ 200.00	\$ 650.00	\$ 450.00		REVENUE OFFSET
019-312-130	REVENUE	HEALTH SERVICE SALES TAX FUND	\$ 1,500,000.00	\$ 1,708,441.47	\$ 208,441.47		REVENUE CERTIFICATION
019-650-494	EXPENSE	HEALTH SERVICE SALES TAX FUND	\$ 225,000.00	\$ 276,728.86	\$ 51,728.86		REVENUE OFFSET
019-650-495	EXPENSE	HEALTH SERVICE SALES TAX FUND	\$ 225,000.00	\$ 276,728.86	\$ 51,728.86		REVENUE OFFSET
019-650-498	EXPENSE	HEALTH SERVICE SALES TAX FUND	\$ 225,000.00	\$ 276,728.86	\$ 51,728.86		REVENUE OFFSET
019-650-499	EXPENSE	HEALTH SERVICE SALES TAX FUND	\$ 825,000.00	\$ 1,014,672.47	\$ 189,672.47		REVENUE OFFSET
024-355-251	REVENUE	AUDITOR REVENUE REPORT	\$ 45,000.00	\$ 58,329.28	\$ 13,329.28	1	REVENUE CERTIFICATION
024-500-450	EXPENSE	HEALTH INSURANCE	\$ 1,500,00	\$ 1,700.00	\$ 200.00	024-500-939	
038-500-777	EXPENSE	DICT RECORDS PRESERVATION	s -	\$ 661.00	\$ 661.00	038-500-595	
041-310-110	REVENUE	IAS FUND	\$ 1,555,424.00	\$ 1,615,807.01	\$ 60,383.01		REVENUE CERTIFICATION
041-310-120	REVENUE	IAS FUND	\$ 30,000.00	\$ 46,187.93	\$ 16,187.93		REVENUE CERTIFICATION
041-311-120	REVENUE	las Fund	\$ 10,000.00	\$ 33,763.71	\$ 23,763.71		REVENUE CERTIFICATION
041-365-400	REVENUE	LAS FUND	s -	\$ 1,102.46			REVENUE CERTIFICATION

044-300-307	REVENUE	FAIRPLEX SIGNAGE	\$	20,000.00	\$	26,000.00	\$	6,000.00		REVENUE CERTIFICATION
044-365-402	REVENUE	FARPLEX AUCTION	3	-	\$	15.00	\$	15.00		REVENUE CERTIFICATION
044-375-300	REVENUE	FAIRPLEX HOT 1%	\$	8,000.00	\$	9,427.54		1,427.54		REVENUE CERTIFICATION
044-633-782	EXPENSE	FAIRPLEX RETIREMENT	3	16,085.70	s	17,065.70	\$	980.00	044-633-334	
044-634-335	EXPENSE	FAIRPLEX ADMIN BOUIPMENT	3	4,500.00	\$	5,065.00	\$	565.00	044-634-943	
044-634-782	EXPENSE	FARPLEX ADMEN RETUREMENT	\$	11,953.28	\$	12,010.00	\$	56.72	044-634-943	
044-634-794	EXPENSE	FAIRPLEX ADMIN SALARY	\$	26,250.00	\$	26,312.17	\$	62.17	044-634-943	
044-634-861	EXPENSE	FAIRPLEX ADMIN MARKETING	\$	10,000.00		14,316.54	s	4,316.54	044-634-943	
044-634-940	EXPENSE	FAIRPLEX ADMIN REFUND	s		\$	120.00	\$	120.00	044-634-943	
044-634-950	EXPENSE	FAIRPLEX ADMIN XEROX	\$	2,629.08	\$	3,153.61	\$	524.53	044-634-943	
044-635-628	EXPENSE	FAIRPLEX ARENA ADVERTISING	\$	5,000.00	\$	8,240,00	s	3,240.00	044-635-956	
044-635-777	EXPENSE	FAIRPLEX ARENA MAINTENANCE	\$	50,000.00	3	71,000.00	\$	21,000.00	044-632-337	
044-636-777	EXPENSE	PAIRPLEX EVENT CENTER MAINT	\$	30,000.00	$\overline{}$	30,511.00	\$	511.00	044-636-956	
044-637-477	EXPENSE	FAIRPLEX PAVILIN MAINTENANCE	\$	15,000.00		16,700.00	S	1,700.00	044-637-956	
044-638-777	EXPENSE	FAIRPLEX RV MAINTENANCE	3		\$	1,700.00	5	200.00	044-637-956	
044-639-777	EXPENSE	FAIRPLEX GROUNDS MAINTENANCE	S	25,000.00	\$	36,350.00	\$	11,350.00	044-632-337	
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045-300-300	REVENUE	CONSTABLE #4 LEOSE	3		\$	685.17	\$	685,17		REVENUE CERTIFICATION
047-300-301	REVENUE	NUTRITION MRGDC	s	94,613.21	s	133,886.00	s	39,272.79		REVENUE CERTIFICATION
047-300-302	REVENUE	NUTRITION TOA	s	8,500.00		22,310.08	\$	13,810.08		REVENUE CERTIFICATION
047-300-306	REVENUE	NUTRITION HOME DELIVERY MEALS	\$	3,000.00	-	5,471.33	\$	2,471.33		REVENUE CERTIFICATION
047-300-308	REVENUE	NUTRITION DONATIONS	\$		s	500.00	S	500.00		REVENUE CERTIFICATION
047-470-019	EXPENSE	NUTRITION COVID EXPENSES	\$		\$	4,150.00	\$	4,150.00		REVENUE OFFSET
047-470-385	EXPENSE	NUTRITION FOOD COST	S	98,653.00	s	147,000.00	s	48,347.00		REVENUE OFFSET
047-470-450	EXPENSE	NUTRITION HEALTH INSURANCE	\$	6,000.00		7,010.00	\$	1,010.00		REVENUE OFFSET
047-470-777	EXPENSE	NUTRITION MAINTENANCE	\$	20,000.00	_	29,000.00	\$	9,000.00	i	REVENUE OFFSET
047-470-782	EXPENSE	NUTRITION RETIREMENT	3	2,949.03		3,600 00	\$	650.97	1	REVENUE OFFSET
047-470-796	EXPENSE	NUTRITION SALARY COOK/DRIVER	\$	14,909.18	1	19,231.71	\$	4,322.53		REVENUE OFFSET
047-470-890	EXPENSE	NUTRITION INTERNET	S	1,000.00	_	2,275.00	\$	1,275.00		REVENUE OFFSET
			-							
070-320-177	REVENUE	SHERIFF STATE FORFEITURE AUCTION	\$		s	574.80	\$	574.80		REVENUE CERTIFICATION
071-560-337	EXPENSE	SHERIFF FEDERAL FORFEITURE	\$		3	10,000.00	s	10,000.00		REVENUE OFFSET
073-300-330	REVENUE	COMMISSARY FUND INCOME	s	27,000.00	2	34,632.03	s	7,632.03		REVENUE CERTIFICATION
073-300-332	REVENUE	COMMISSARY UNCLAIMED FUNDS	3	2,500.00		4,163.12		1,663.12		REVENUE CERTIFICATION
073-300-337	REVENUE	COMMISSARY SECURUS COMMISSIONS	\$	30,000.00	\$	41,296.43	S	11,296.43		REVENUE CERTIFICATION
073-300-338	REVENUE	COMMESSARY INDIGENT PAK REVENUE	3	1,300.00	\$	1,525.34	\$	225.34		REVENUE CERTIFICATION
073-500-337	EXPENSE	COMMISSARY CAPITAL OUTLAY	\$	•	\$	10,000.00	\$	10,000.00		REVENUE OFFSET
073-500-628	EXPENSE	COMMISSARY FACILITY MAINTENANCE	\$	68,145.00	3	93,520.00	\$	25,375.00	1	REVENUE OFFSET
073-500-629	EXPENSE	COMMISSARY INVESTIGATOR	\$		2	2,352.73	s	2,352.73		REVENUE OFFSET
				2 760 00	-					
073-500-782	EXPENSE	COMMISSARY RETIREMENT	\$	2,750.00	\$	3,437.93	S	687.93		REVENUE OFFSET
073-500-835	EXPENSE	COMMISSARY SOCIAL SECURITY	\$	2,200.00	\$	2,513.42	\$	313.42		REVENUE OFFSET

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75-300-300	REVENUE	SHERIFF LEOSE	\$	4,500.00	3	6,411.33	\$	1,911.33		REVENUE CERTIFICATION
080-365-400	REVENUE	DA DISTRICT BUDGET	s	-	s	232.99	s	232.99		REVENUE CERTIFICATION
000-365-413	REVENUE	DA DISTRICT BUDGET	\$	-	\$	851.48	\$	851.48		REVENUE CERTIFICATION
000-370-455	REVENUE	DA DISTRICT BUDGET	\$:	302,127.35	\$	312,300.00	8	10,172.65		REVENUE CERTIFICATION
080-860-315	EXPENSE	DA DISTRICT BUDGET	5	1,400.00	\$	2,450.00	\$	1,050.00	080-860-890	
080-860-782	EXPENSE	DA DISTRICT BUDGET	\$	40,349.28	S	47,000.00	s	6,650.72	080-860-890	
082-365-400	REVENUE	DA FORFEITURE FUND	s	-	\$	23.00	s	23.00		REVENUE CERTIFICATION
082-365-401	REVENUE	DA FORFEITURE FUND	\$		\$	2,200.46	\$	2,200.46		REVENUE CERTIFICATION
082-365-403	REVENUE	DA FORFEITURE FUND	\$		8	3,221.60	\$	3,221.60		REVENUE CERTIFICATION
082-862-628	EXPENSE	DA FORFETTURE FUND	\$	2,000.00	\$	5,450.00	5	3,450.00		REVENUE OFFSET
082-862-782	EXPENSE	DA FORFEITURE FUND	5	-	3	43.08	s	43.08		REVENUE OFFSET
082-862-835	EXPENSE	DA FORFEITURE FUND	\$		\$	30.03	S	30.03		REVENUE OFFSET
086-300-301	REVENUE	PRE TRIAL DIVERION FUND FEE	s		s	1,750.00	\$	1,750.00		REVENUE CERTIFICATION
009-300-300	REVENUE	EMPG EOC	\$	31,000.00		64419.17	s	33,419.17		REVENUE CERTIFICATION
089-500-860	EXPENSE	EMPG EOC	\$	502.00		750	s	248.00	089-500-939	
092-300-302	REVENUE	HAVA ELECTION FUND CARES 2020	s		\$	32,030.28	s	32,030.28		REVENUE CERTIFICATION
092-300-303	REVENUE	HAVA ELECTION SECURITY 2020	. \$. \$	120,000.00	: \$	120,000.00		REVENUE CERTIFICATION
092-500-302	EXPENSE	HAVA CARES 2020 EXPENDITURES	\$	-	\$	6,870 00	\$	6,870.00		REVENUE OFFSET
092-500-303	EXPENSE	HAVA SECURITY 2020 EXPENDITURES	\$	-	\$	37,550.00	15	37,550.00		REVENUE OFFSET
092-500-794	EXPENSE	HAVA CARES 2020 ELECTION PAYROLL	\$	-	\$	3,700 00	\$	3,700.00		REVENUE OFFSET
092-500-835	EXPENSE	HAVA SOCIAL SECURITY	S		2	150.00	5	150.00		REVENUE OFFSET
092-500-860	EXPENSE	HAVA SUPPLIES	\$	-		4,700.00	5	4,700.00		REVENUE OFFSET

Alice



ALCHAPMAN <alchapman@uvaldecounty.com> From:

Saturday, December 12, 2020 1:04 PM Sent:

JUDGE WILLIAM R. MITCHELL: COMMISSIONER JERRY BATES; COMMISSIONER GARZA; To:

> COMMISSIONER MARIANO PARGAS; COMMISSIONER RANDY SCHEIDE; Camile DuBose - 38th District Judge; Joni Deorsam - Uvalde County Treasurer; Valerie Romero - Uvalde

County Clerk

Cc: SHERIFF CHARLIE MENDEKE: Ruben Nolasco

CCT AGENDA ITEM DEC 14 2020 Subject:

CCT AMENDMENT.pdf; SHERIFF COMP OVERTIME HOLIDAY PAY POLICY.pdf; 12-3-2020 Attachments:

7K TIMESHEETS 2020 (002).pdf

To All,

Attached please find the 11/23/2020 CCT Amendment overview, the Sheriff Pay Procedure Policy, and the revised 207K timesheet in place. Each Sheriff department employee is receiving payment in the 12/15/20 paycheck zeroing out any banked holiday pay. Each person is receiving these three attachments to assist with any questions. These items will be reviewed under the budget amendment agenda item of the December 14, 2020 meeting.

Alice C. Chathian



Regards,

Uvalde County Auditor #4 Courthouse Square 100 N. Getty St. Uvalde, Texas 78801 830-591-0181 office 830-278-9506 fax

FILED

This 14 day of December A.D. 2020

VALERIE DEL TORO ROMERO County Clerk, Uvalde County, Texas

Uvalde County Clerk



Alice L. Chapman Uvalde County Auditor

Laura M. Perales First Assistant Auditor

Assistant Auditors M'Liss G. Braker Frankie I. Aguilar

December 1, 2020

The Uvalde County Commissioners Court approved the payment of banked holiday hours for the period covering 1/1/2020 - 10/31/2020 in order to zero the hours. Sheriff Mendeke agreed with this payment and discontinuing the banking of holiday hours.

HOLIDAY HOURS WORKED – Shall be paid by County Treasurer Joni Deorsam at the employee's straight time rate on the 15th of the month following the worked holiday. (Amendment Uvalde County Personnel Policy Section 2.03 #5)

HOLIDAY PAY – Shall be paid by County Treasurer Joni Deorsam at the employee's straight time rate on the pay period the holiday occurs (included in budgeted annual salary)

HOLIDAY FALLS ON A SCHEDULED DAY OFF FOR NON-EXEMPT STAFF - (Section 2.03 # 4 Uvalde County Personnel Policy) - A non-exempt employee is entitled to take a scheduled workday off with pay within 30 days following the holiday. If the supervisor does not schedule a day off for the employee within the time allotted, the supervisor shall allow the employee to post the holiday/scheduled day off time on the timesheet for the first pay period following the 30 day period.

OVERTIME PAY 1/1/2021 - County Treasurer Joni Deorsam shall pay out law enforcement/corrections hours worked over the base rate 86/84 on the 207K timesheet by the 15th of the following month in which the overtime occurred.

COMP TIME BANKED AS OF 12/1/2020 - Employees must use their banked comp time within the next fiscal year.

Non – exempt employees shall complete a time sheet for each pay period indicating regular hours worked, holiday hours worked, holiday time off, sick leave, comp time taken, standard overtime hours, and grant overtime hours worked (based on the 207K timesheet (see attached). A supervisor shall sign off as to the accuracy of the hours posted by the employee. The supervisor shall file the original time sheet with County Treasurer Joni Deorsam, the Uvalde County official in charge of personnel records.

Alice L. Chapman

ce: Uvalde Touney Judge William B. Mitchell Uvalde Touney Treasurer Jose Decream Uvalde Touney Tommissioners Tourt

Uvalde County Sheriff's Office

207K Time Sheet

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Alice L. Chapman Uvalde County Auditor

Assistant Auditors M'Liss G. Braker Frankie I. Aguilar

November 23, 2020 Commissioners Court Amendment Addendum

The first three amendments are related to a law enforcement and corrections record keeping problem which I reviewed with the County Treasurer prior to preparing these amendments for the courts approval. The County Treasurer is the CCT official personnel record keeper and I am required to use those records for audit of personnel hours.

Comp time is the banking of overtime worked at 1.5 hours and required to be paid by FLSA rules. Comp time booked in law enforcement and corrections should be taken off within a 30 to 60 day period. However, with the onset of the Stonegarden and Border Star grants paying law enforcement to work additional grant related overtime, the comp time built up has not be flexed out. Currently \$88K in banked comp time under law enforcement. In the past I have recommended employees be required to use up comp time before working grant overtime.

In corrections, the comp time problem exists but the reason is due to staff shortages with employees needing to fill in and subsequently not have the ability to take off the banked comp time since these correctional officers are needed which has caused the comp time in that area to build to \$68K. With the federal population down to 48 this classification staff should be able to flex out all comp time within the next 6 month. With the changing of officials the county could be looking at paying significant comp time amounts to terminating law enforcement positions.

As of January 1, 2020, law enforcement and corrections comp time will not be accrued, but paid out within the next 30- day pay cycle. This new accounting procedure will show the expenditure related to the appropriate time period worked and allow the CCt to address the broader issues related to this problem.

Vacation pay is a benefit not a right. This office is not recommending the changing of this procedure except to recommend when an official knows an employee with accrued vacation pay is leaving, that person should be put on vacation leave to absorb most of the cost if staff constraints allow.

Holiday pay is a benefit not a right per FLSA. The CCT allows 112 holiday hours a year. Holiday pay for law enforcement and corrections while kept informally by the Sheriff is not official. Effective 11/1/20 – Booking holiday pay informally stopped. The two amendments provided will cover the payment of the holiday time informally banked. This pay determination results from a review of time sheets for this year of actual holiday hours worked. Going forward, if an employee works a holiday, the official timesheet must indicate same and be filed with the County Treasurer. That person will be paid STRAIGHT TIME for the holiday hours worked (not overtime) within the next 30 day pay cycle. This procedure accomplishes the expenditure/payment timely recording.

COMMISSIONERS COURT ORDER

On this the 11th day of January, 2021, came to be heard the Uvalde County Commissioners Court Minutes of December 14, 2020, as prepared by the Clerk of the Court.

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

	APPROVED BY:	
		William R. Mitchell, County Judge
		John Yeackle, Commissioner Pct. #1
		Mariano Pargas, Jr., Commissioner Pct. #2
		Jerry W. Bates, Commissioner Pct. #3
		Ronnie Garza, Commissioner Pct. #4
(SEAL)		
ATTEST:	Ex-Officio Clerk of	mero, County Clerk and the Commissioners Court
	of Uvalde County, T	exas

6 12/14/2020 COMMISSIONERS COURT