



COMMISSIONER'S COURT MINUTES

OCTOBER 18TH SPECIAL TERM, A.D. 2017

- 1. CALL TO ORDER.
- 2. DETERMINATION THAT A QUORUM IS PRESENT:

BE IT REMEMBERED that on this the 18th day of October A.D. 2017 at 9:00 o'clock A.M., after due notice was given by posting of the attached Agenda; the Honorable Val Verde County Commissioners' Court convened in **SPECIAL SESSION**. The meeting was called to order, the following members being present and constituted a quorum: Efrain V. Valdez, County Judge, Presiding; Martin Wardlaw, Commissioner of Precinct No. 1; Lewis Owens, Commissioner of Precinct No. 2; Robert "LeBeau" Nettleton; Commissioner of Precinct No. 3; Gustavo Flores, Commissioner of Precinct No. 4; and Generosa Gracia-Ramon, County Clerk; when the following proceeding was had to wit:

- 3. Pledge of Allegiance.
- 4. Citizens' Comments.

1) _____

2) None.

3) _____

NOTICE IS HEREBY GIVEN TO THE PUBLIC THAT THE FOLLOWING ITEMS WILL BE DISCUSSED AND POSSIBLE ACTION MAY BE TAKEN BY THE VAL VERDE COUNTY COMMISSITIONERS COURT:

MOTION KEY:
 EFRAIN V VALDEZ= EVV
 COMM WARDLAW=W
 COMM OWENS=O
 COMM NETTLETON=N
 COMM FLORES= F

QUORUM

- COUNTY JUDGE
- EP Judge's Staff
- YH Judge's Staff
- COMM. PRCT# 1
- A COMM. PRCT# 2
- COMM. PRCT# 3
- A COMM. PRCT# 4

ATTENDING

COUNTY STAFF/DEPTS:

- _____ COUNTY ATTY
- COUNTY ATTY STAFF
- _____ COUNTY ATTY STAFF
- DISTRICT CLERK
- _____ IT
- SHERIFF
- SHERIFF'S STAFF
- AUDITOR
- _____ TREASURER
- PURCHASING
- HR
- _____ TAX COLLECTOR
- RISK MGMT
- _____ FIRE DEPT
- _____ EMERGENCY MGMT
- _____ JP #1
- _____ JP #2
- _____ JP #3
- _____ JP #4
- OTHER Constable Berg
- OTHER Bagley, DA

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

Efrain Valdez, County Judge

5. Discussion and possible action to purchase a vehicle for Emergency Management department.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-471	N	W		Motion to transfer to Parks		W,N, EVV		
				once a used one is found for				
				Emergency Management.				

Rogelio R. Musquiz Jr., County Purchasing Agent

6. Discussion and possible action regarding entering into a lease agreement for the rental of additional warehouse space.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-472	N	W		Motion to temporarily lease 508		W,N, EVV		
				Griner 3,000 sq. ft. for \$1,100.00				
				@ month for 6 mos. Lease, after				
				That on month to month and to be				
				paid from contingency.				
			N	Add: and Authorize Judge to sign.	W	W,N, EVV		

7. Discussion and possible action regarding Val Verde County Tx., entering into a monthly lease agreement with Pitney Bowes to provide postal service for the district attorney's office.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-473	W	N		Motion to approve a 60 mos.		W,N, EVV		
				Lease for \$23.70 a month for				
				District Attorney's office.				

8. Discussion and possible action regarding the County Judge's office copier service contract.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-474	W	N		Motion to approve the copier		W,N, EVV		
				purchase & get maintenance.				

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Joe Frank Martinez, County Sheriff

9. Discussion and possible action authorizing Val Verde County Judge to accept the Interlocal Agreement between Val Verde County, Texas and Kinney County, Texas. This agreement is to provide for the housing and care of certain inmates incarcerated or to be incarcerated in the Val Verde Correctional Facility.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-475	N	W		Motion to approve annual renewal.		W,N, EVV		

10. Discussion and possible action requesting approval to purchase truck vault out of Auto for Crime Scene Unit for a total amount of \$3,630.00.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-476	N	W		Motion to approve.		W,N, EVV		

11. Discussion and possible action authorizing Sheriff Joe Frank Martinez to administer any and all grants pertaining to the Val Verde Sheriff's Office.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-477	N	W		Motion to approve as Presented.		W,N, EVV		

12. Discussion and possible action requesting approval to purchase one fully equipped computer out of Travel and Training for a total amount of \$1,015.73.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-478	N	W		Motion to approve purchase, Transfer to Capital Outlay, to Be received by IT and to be taken out of the T & T line item.		W,N,F, EVV		

[Clerk's Note: Commissioner Flores came into meeting at this time.]

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13. Discussion and possible action requesting approval to purchase one fully equipped computer out of Operating Supplies for a total amount of \$1,814.80.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-479	N	W		Motion to approve.		W,N, F,EVV		

14. Discussion and possible actin requesting approval to purchase a radio out of Communications for a newly purchased county vehicle for a total amount of \$4,772.00.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-480	W	F		Motion to approve.		W,N, F,EVV		

Michael Bagley, District Attorney

15. Discussion and possible action requesting that Commissioner's Court assign the District Attorney's Office a Val Verde County Credit Card as well as a PICO for fuel.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-481	N	W		Motion to approve.		W,N, F,EVV		

Juanita Barrera, County HR Director

16. HR Monthly Report: October 5, 2017 through October 13, 2017.

- a. Joe F. Martinez, Sheriff, requesting that Matthew Weingardt, County Auditor start issuing checks to Jose Lugo, Deputy Sheriff/PT-Temp. at an hourly rate of \$25.00. This position will continue only if grant funding is available.
- b. Sergio Gonzalez, County Court at Law Judge, requesting that Matthew Weingardt, County Auditor start issuing checks to Ismael Diaz, Specialty Court Coordinator with an annual salary of \$23,715.00 effective October 6, 2017. Mr. Diaz is filling in a new position.
- c. Michael Bagley, DA, requesting that Matthew Weingardt, County Auditor start issuing check to Steven Gallegos, Border Prosecution Unit Investigator, with an annual salary of

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\$47,500.00 effective October 1, 2017. Mr. Gallegos is filling in a new position adopted with the Border Prosecution Grant.

- d. Michael Bagley, DA, requesting that Matthew Weingardt, County Auditor start issuing checks to Roland Andrade, 1st Assistant District Attorney, with an annual salary of \$81,627.07 plus a supplement annual salary of \$18,372.93 for a total of \$100,000.00 effective October 1, 2017. Mr. Andrade is part of the District Attorney positions adopted in the 2017-18 Budget.
- e. Michael Bagley, DA, requesting that Matthew Weingardt, County Auditor start issuing checks to William Parham, 2nd Assistant District Attorney, with an annual salary of \$69,928.32 plus a supplement annual salary of \$15,071.68 for a total of \$85,000.00 effective October 1, 2017. Mr. Parham is part of the District Attorney positions adopted in the 2017-18 Budget.
- f. Michael Bagley, DA, requesting that Matthew Weingardt, County Auditor start issuing checks to Larry Pope, Investigator, with an annual salary of \$54,147.76 plus a supplement annual salary of \$3,049.24 for a total of \$45,197.00 effective October 1, 2017. Mr. Pope is part of the District Attorney positions adopted in the 2017-18 Budget.
- g. Michael Bagley, DA, requesting that Matthew Weingardt, County Auditor start issuing checks to Gumisinda Constancio, Office Manager, with an annual salary of \$49,106.00 effective October 1, 2017. Ms. Constancio is part of the District Attorney positions adopted in the 2017-18 Budget.
- h. Michael Bagley, DA, requesting that Matthew Weingardt, County Auditor start issuing checks to Sandra Luna, Legal Secretary, with an annual salary of \$30,000.00, effective October 1, 2017. Ms. Luna is part of the District Attorney positions adopted in the 2017-18 Budget.
- i. Michael Bagley, DA, requesting that Matthew Weingardt, County Auditor start issuing checks to Elizabeth Medina, Legal Secretary, with an annual salary of \$30,000.00, effective October 1, 2017, Ms. Medina is part of the District Attorney positions adopted in the 2017-18 Budget.

- j. Michael Bagley, DA, requesting that Matthew Weingardt, County Auditor start issuing checks to Lizette Hernandez-Contreras, Legal Secretary, with an annual salary of \$30,000.00, effective October 1, 2017. Ms. Contreras is part of the District Attorney position adopted in the 2017-18 Budget.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-482	N	W		Motion to approve HR report.		W,N, F,EVV		

[Clerk's Note: Item J to be supplemented by DA's office - \$30,000.00]

Matthew Weingardt, County Auditor

- 17. Discussion and possible action on approving payroll to be paid October 20th, 2017.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-483	N	W		Motion to approve.		F, N W, EVV		

Commissioners Court reserves the right to hear any of the above agenda items that qualify for an executive session in an executive session by publicly announcing the applicable section number of the Open Meetings Act (Chapter 551 of the Texas Government Code) that justifies executive session treatment.

- 18. Discussion and possible action on the capital expenditures.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Note: Adjustment v. Amendment if w/in budget. (regarding Item #13)				
				Judge: Language covers it.				

Clerk's Note: This was an Auditor's request for clarification only.

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19. Approve bills for payment.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-484	N	F		Motion to Approve and		F, N W, EVV		
				Include CRS bill for \$9,700.00				
				To be paid from contingency.				

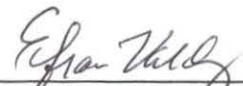
20. County Judge's comments.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Meetings every other Wed –				
				Agenda & invoices due by				
				Friday before meeting.				

21. Adjourn. 9:26 AM.

The foregoing, recorded in Volume 49, pages 811-858, inclusive, was on this the 15th day of November A.D. 2017, read and is hereby **APPROVED**.

Respectfully submitted,


 Efrain Valdez, County Judge
 Val Verde County, Texas

ATTEST:


 Generosa Gracia Ramon
 Val Verde County Clerk



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County of Val Verde



Efrain V. Valdez
County Judge

P.O. Box 4250
Del Rio, TX 78841
Email: evaldez@valverdecountry.org

Phone (830) 774-7501
Fax (830) 775-9406

AGENDA/NOTICE

VAL VERDE COUNTY COMMISSIONERS COURT
October 18, 2017 SPECIAL TERM

**Old County Court at Law
207 B East Losoya Street
Del Rio, TX**

October 18, 2017 at 9:00 AM

1. Call to order.
2. Determination that a quorum is present.
3. Pledge of allegiance.
4. Citizens' Comments.

**NOTICE IS HEREBY GIVEN TO THE PUBLIC THAT THE FOLLOWING ITEMS
WILL BE DISCUSSED AND POSSIBLE ACTION MAY BE TAKEN BY THE VAL
VERDE COUNTY COMMISSIONERS COURT:**

Efrain Valdez, County Judge

5. Discussion and possible action to purchase a vehicle for Emergency Management department.

Rogelio R. Musquiz Jr., County Purchasing Agent

6. Discussion and possible action regarding entering into a lease agreement for the rental of additional warehouse space.
7. Discussion and possible action regarding Val Verde County Tx., entering into a monthly lease agreement with Pitney Bowes to provide postal service for the district attorney's office.
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13. Discussion and possible action requesting approval to purchase one fully equipped computer out of Operating Supplies for a total amount of \$1,814.80.

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Matthew Weingardt, County Auditor

17. Discussion and possible action on approving payroll to be paid October 20th, 2017.

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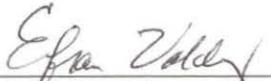
18. Discussion and possible action on the capital expenditures.

19. Approve bills for payment.

20. County Judge's comments.

21. Adjourn.

Our next Regular Commissioners Court Meeting will be November 1, 2017, @ 9:00 a.m.;
Agenda Items are due Friday, October 27, 2017 @ 12: 00 noon.


Efrain Valdez, County Judge
Val Verde County, Texas

**THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON
October 13, 2017: AT 4:26 AM/PM**

2011 OCT 13 P 4: 26
GENERAL COUNCIL-CLERK
VAL VERDE COUNTY CLERK
BY MT DEPUTY

FILED

P.O. Box 4250 • Del Rio, TX 78841

CERTIFICATE

I, the undersigned County Clerk, do hereby certify that the above AGENDA/NOTICE/ADDENDUM of the Val Verde County Commissioner's Court is a true and correct copy of the AGENDA/NOTICE/ADDENDUM as posted on the courthouse door of Val Verde County, at a place readily accessible to the general public at all times on the 13th day OCTOBER, 2017, at 4:26 o'clock P. M. and said AGENDA/NOTICE/ADDENDUM remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.



A handwritten signature in blue ink that reads 'Generosa Gracia Ramon'.

GENEROSA GRACIA RAMON
VAL VERDE COUNTY CLERK

#6

COPY



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED
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1. PARTIES: The parties to this lease are:

Landlord: The Square at Bedell, LLC/Romelia Ramirez
Legacy Realty; and

Tenant: Val Verde County- Purchasing Department
Judge Efrain Valdez

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

(1) Multiple-Tenant Property: Suite or Unit Number: _____ containing approximately _____ square feet of rentable area in _____ (project name) at _____ (address) in _____ (city), _____ (county), Texas, which is legally described on attached Exhibit _____ or as follows:

(2) Single-Tenant Property: The real property containing approximately 3000 square feet of rentable area at: 508 Griner St (address) in 508 Griner Street (address) in Del Rio (city), Val Verde (county), Texas, which is legally described on attached Exhibit _____ or as follows:
Range 3 North Del Rio Block 1 Lot 10

B. If Paragraph 2A(1) applies:
(1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
(2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area will will not be adjusted if re-measured.

3. TERM:

A. Term: The term of this lease is 6 months and _____ days, commencing on: November 1, 2017 (Commencement Date) and ending on May 31, 2018 (Expiration Date).

B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially

(TAR-2101) 4-1-14

Initialed for Identification by Landlord: [Signature] and Tenant: [Signature]

Page 2 of 15

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Val Verde

508 Griner St

Commercial Lease concerning Del Rio, TX 78840-5842

complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit N/A or as follows:

Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
11/01/2017	05/31/2018	/ rsf / month	/ rsf / year	1,100.00
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	

B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord all other amounts, as provided by the attached (Check all that apply.):

- (1) Commercial Lease Addendum for Expense Reimbursement (TAR-2103)
- (2) Commercial Lease Addendum for Percentage Rent (TAR-2106)
- (3) Commercial Lease Addendum for Parking (TAR-2107)
- (4) _____

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

C. First Full Month's Rent: The first full monthly rent is due on or before November 1, 2017

D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: Legacy Realty

Address: 7439 US Highway 90 West, Del Rio, TX 78840

F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any

508 Griner St

Commercial Lease concerning Del Rio, TX 78840-5842

check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.

H. Returned Checks: Tenant will pay \$ N/A for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

5. SECURITY DEPOSIT:

A. Upon execution of this lease, Tenant will pay \$ 1,100.00 to Landlord as a security deposit.

B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.

C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. TAXES: Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises.

7. UTILITIES:

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. (Check all that apply.)

	<u>N/A</u>	<u>Landlord</u>	<u>Tenant</u>
(1) Water	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Internet	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Trash	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(10) All other utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay

and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

D. **After-Hours HVAC Charges:** "HVAC services" means heating, ventilating, and air conditioning of the leased premises. (Check one box only.)

(1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

(2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$ _____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.

(3) Tenant will pay for the HVAC services under this lease.

8. **INSURANCE:**

A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:

(1) public liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: (check only (a) or (b) below)

Omit (a) \$1,000,000; or *Refer to Certificate of Liability Coverage.*
 (b) \$2,000,000.

If neither box is checked the minimum amount will be \$1,000,000.

(2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and

(3) business interruption insurance sufficient to pay 12 months of rent payments:

B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.

C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:

(1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
(2) exercise Landlord's remedies under Paragraph 20.

D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate.

E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately

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after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

A. Tenant may use the leased premises for the following purpose and no other: Storage warehouse of office and miscellaneous equipment.

B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.

C. The Property maintains operating hours of (*specify hours, days of week, and if inclusive or exclusive of weekends and holidays*): _____

10. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
- (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
 - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
 - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
 - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
 - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 - (6) the permanent or temporary storage of any hazardous material; or
 - (7) _____

B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.

C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.

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- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 30 days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. Landlord Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic

emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.

C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Foundation, exterior walls, roof, and other structural components	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Glass and windows	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) Fire protection equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Fire sprinkler systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) Exterior & overhead doors, including closure devices, molding, locks, and hardware	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Grounds maintenance, including landscaping and irrigation systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Interior doors, including closure devices, frames, molding, locks, and hardware	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Parking areas and walks	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) Plumbing systems, drainage systems and sump pumps	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(10) Electrical systems, mechanical systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(11) Ballast and lamp replacement	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(12) Heating, Ventilation and Air Conditioning (HVAC) systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(13) HVAC system replacement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(14) Signs and lighting:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(a) Pylon	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Facia	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Monument	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Door/Suite	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(15) Extermination and pest control, excluding wood-destroying insects.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(16) Fences and Gates	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(17) Storage yards and storage buildings	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(18) Wood-destroying insect treatment and repairs	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(19) Cranes and related systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(20)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(21)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(22) All other items and systems.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

- E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(12), Tenant is is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.
- F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.
17. **LIENS**: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. LIABILITY: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

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- A. an act, omission, or neglect of; Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;
- B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. INDEMNITY: Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. DEFAULT:

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
- (1) any lost rent;
 - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
 - (3) repairs to the leased premises for use beyond normal wear and tear;
 - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
 - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
 - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
 - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
 - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
 - (9) any other recovery to which Landlord may be entitled under this lease or under law.

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT: Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will

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indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

- A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
- (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
 - (2) all advances made under any such lien, encumbrance, or ground lease;
 - (3) the interest payable on any such lien or encumbrance;
 - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
 - (5) any restrictive covenant affecting the leased premises or the Property; and
 - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES & FINANCIAL INFORMATION:

- A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

- B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

28. CASUALTY LOSS:

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the

health or safety of an ordinary person, except: _____

C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

A. The brokers to this lease are:

Principal Broker: _____ Legacy Realty	Cooperating Broker: _____
Agent: Sonia L. Vargas	Agent: _____
Address: 7439 US Highway 90 West Del Rio, TX 78840	Address: _____
Phone & Fax: (830)778-5253 (830)778-2070	Phone & Fax: _____
E-mail: sonia@legacyrealtytx.com	E-mail: _____
License No.: 0647820	License No.: _____

Principal Broker: (Check only one box)
 represents Landlord only.
 represents Tenant only.
 is an intermediary between Landlord and Tenant.

Cooperating Broker represents Tenant.

B. Fees:

- (1) Principal Broker's fee will be paid according to: (Check only one box).
 (a) a separate written commission agreement between Principal Broker and:
 Landlord Tenant.
 (b) the attached Commercial Lease Addendum for Broker's Fee (TAR-2102).
- (2) Cooperating Broker's fee will be paid according to: (Check only one box).
 (a) a separate written commission agreement between Cooperating Broker and:
 Principal Broker Landlord Tenant.
 (b) the attached Commercial Lease Addendum for Broker's Fee (TAR-2102).

33. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Landlord at: **Legacy Realty**
Address: **7439 US Highway 90 West, Del Rio, TX 78840**

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Phone: (830)778-5253 Fax: (830)778-2070
and a copy to: _____

Address: _____
Phone: _____ Fax: _____

Landlord also consents to receive notices by e-mail at: clay@legacyrealtxtx.com

Tenant at the leased premises,

and a copy to: Val Verde County- Purchasing Department
Address: 400 Pecan Street, 3rd Floor, Del Rio, TX 78840

Phone: (830)774-7505 Fax: (830)774-7508

Tenant also consents to receive notices by e-mail at: rmusquiz@valverdecounty.org

35. SPECIAL PROVISIONS:

All Security Deposits, First Full Months Rent shall be due upon commencement of the lease on November 1, 2017.

36. AGREEMENT OF PARTIES:

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.
- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.

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- G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. Force Majeure: If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.
- I. Time: Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Landlord: The Square at Bedell, LLC/Romelia Ramirez

Tenant: Val Verde County- Purchasing Department

Legacy Realty

Judge Efrain Valdez

By: [Signature]

By: [Signature]

By (signature): [Signature]
Printed Name: Romelia L. Ramirez
Title: Sales Agent Date: 10/27/17

By (signature): [Signature]
Printed Name: Efrain Valdez
Title: County Judge Date: 10-23-17

By: _____

By: _____

By (signature) _____
Printed Name: _____
Title _____ Date _____

By (signature) _____
Printed Name: _____
Title _____ Date _____

#7

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

Your Signature Below

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

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

496-15
State/Entity's Contract #

Lessee Signature

Print Name

Email Address

Title

Date

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Christopher Keyworth	christopher.keyworth@pb.com
Account Rep Name	Email Address

#8

Purchase Pricing PROPOSAL



Presented to VAL VERDE, COUNTY OF

By Julia Galan

On 10/5/2017

State or Local Government

Solution			
Item	Product Description	Agreement Information	Requested Effective Date
1. WC5330P (WC5330 PRINTR/2-TRAY) S/N AE7113557	- Convenience Stapler - Office Finisher Lx - 1-line Emb Fax Kit	Purchase Price: \$907.00 This agreement modifies the current Xerox Agreement 956088470 for WC5330P S/N AE7113557 as of payment 60.	11/1/2017

Maintenance Pricing					
Item	Monthly Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. WC5330P	\$24.85	1: Black and White Impressions	1 - 1,500 1,501+	Included \$0.0099	- Term: 12 Months - Consumable Supplies Included for all prints
Total	\$24.85	Minimum Payments (Excluding Applicable Taxes)			

Current lease is \$156.20/mo.

All information in this proposal is considered confidential and is for the sole use of VAL VERDE, COUNTY OF. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 11/4/2017.

For any questions, please contact me at (830)591-0500



#8

Lease Pricing PROPOSAL



Presented to County of Val Verde

By Julia Galan

On 10/5/2017

State or Local Government Negotiated Contract : 072719100

Solution				
Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1.	C8030H (XEROX C8030H) - Convenience Stapler - Office Finisher Lx - 1 Line Fax - Customer Ed - Analyst Services	Lease Term: 36 months Purchase Option: FMV	- Xerox WC 5330 S/N AE7113557 Trade-In as of Payment 60	10/5/2017

Monthly Pricing					
Item	Lease Minimum Payment	Meter	Print Charges		Maintenance Plan Features
			Volume Band	Per Print Rate	
1. C8030H	\$189.75	1: Black and White Impressions 2: Color Impressions	1 - 20,000 20,001+ All Prints	Included \$0.0056 \$0.0506	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$189.75	Minimum Payments (Excluding Applicable Taxes)			

All information in this proposal is considered confidential and is for the sole use of County of Val Verde. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 11/4/2017.

For any questions, please contact me at (830)591-0500



Purchase Agreement



Customer: VAL VERDE, COUNTY OF

Bill To: COUNTY OF VAL VERDE
AUDITOR
SUITE A
901 N BEDELL AVE
DEL RIO, TX 78840-4170
State or Local Government

Install: COUNTY OF VAL VERDE
COUNTY JUDGE
400 PECAN ST
DEL RIO, TX 78840-5140

COPY

Solution			
Item	Product Description	Agreement Information	Requested Effective Date
1. WC5330P	(WC5330 PRINTR/2-TRAY) S/N AE7113557 - 1-line Emb Fax Kit - Convenience Stapler - Office Finisher Lx	Purchase Price: \$907.00 This agreement modifies the current Xerox Agreement 956088470 for WC5330P S/N AE7113557 as of payment 60.	11/1/2017

Maintenance Pricing					
Item	Monthly Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. WC5330P	\$24.85	1: Black and White Impressions	1 - 1,500 1,501+	Included \$0.0099	- Term: 12 Months - Consumable Supplies Included for all prints
Total	\$24.85	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature	
Customer acknowledges receipt of the terms of this agreement which consists of 4 pages including this face page. Signer: Rogelio Musquiz Signature: <i>Rogelio Musquiz</i> Date: 10/20/17	Thank You for your business! This Agreement is proudly presented by Xerox and Julia Galan (830)591-0500 For information on your Xerox Account, go to www.xerox.com/AccountManagement 

INTRODUCTION:

1. TOTAL SATISFACTION GUARANTEE. If you are not totally satisfied with any Xerox-brand Equipment delivered under this Agreement, Xerox will, at your request, replace it without charge with an identical model or, at Xerox's option, with Xerox Equipment with comparable features and capabilities. This Guarantee applies only to Xerox-brand Equipment that has been continuously maintained by Xerox under this Agreement or a Xerox maintenance agreement. For "Previously Installed" Equipment, this Guarantee will be effective for 1 year after installation. For all other Equipment, this Guarantee will be effective for 3 years after installation unless the Equipment is being financed under this Agreement for more than 3 years, in which event it will expire at the end of the initial Term of this Agreement.

2. MODIFICATION OF PRIOR AGREEMENT. This Agreement modifies a prior agreement between you and Xerox for the Products identified as "Modifies Prior Agreement". The prior agreement will remain in effect except that any terms in this Agreement that conflict with or are additive to the prior agreement will control. You may be charged a one-time administrative/processing fee for the modification of a prior agreement.

GOVERNMENT TERMS:

3. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

4. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and make all payments required under this Agreement. If your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

5. PRODUCTS. "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

6. CONSUMABLE SUPPLIES. Consumable Supplies vary depending upon the Equipment model. If "Consumable Supplies" is identified in Maintenance Plan features, Consumable Supplies include: (i) for black and white Equipment, standard black toner and/or dry ink, black developer, Copy Cartridges, and, if applicable, fuser agent required to make impressions; (ii) for full color Equipment, the items in (i) plus standard cyan, magenta, and yellow toners and dry inks (and their associated developers); and,

(iii) for Equipment identified as "Phaser", only, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Unless otherwise set forth herein, Consumable Supplies exclude paper and staples. Xerox may charge a shipping and handling fee for Consumable Supplies. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumable Supplies are furnished with recycling information, you will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, you will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide current meter reads and/or an inventory of Consumable Supplies in your possession.

7. CARTRIDGES. If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

8. MAINTENANCE SERVICES. Except for Equipment identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon you facilitating timely and efficient resolution of Equipment issues by: (a) utilizing customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. If meter reads are a component of your Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading for Equipment not capable of Remote Data Access, or if Remote Data Access is interrupted, Xerox may estimate the reading and bill you accordingly.

9. EQUIPMENT STATUS. Unless you are acquiring "Previously Installed" Equipment, Equipment will be (1) "Newly Manufactured", which may contain some reconditioned components; (2) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new and reconditioned components; or (3) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned components.

10. SOFTWARE LICENSE. Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment ("Base Software") only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in this Agreement as "Application Software" only on any single unit of equipment for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". You

Terms and Conditions

have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this Section). Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Xerox is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; (ii) you are a lessor of the Equipment and your first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the equipment. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

11. SOFTWARE SUPPORT. Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Xerox will not be required to provide Software Support if you have modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases.

12. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox; provided that any on-site access to your facility will be during your normal business hours.

PRICING PLAN/OFFERING SELECTED:

13. COMMENCEMENT & TERM. This Agreement will commence for each unit of Equipment upon: (a) delivery of customer-installable Equipment; or (b) installation of Xerox-installable Equipment. If Xerox is providing Maintenance Services for the Equipment, the Term for Maintenance Services will expire on the final day of the last full calendar month identified on the face of this Agreement. Unless either party provides notice at least 30 days before the end of the initial Term of its intention not to renew Maintenance Services for a unit of Equipment, it will renew automatically on the same terms and conditions for successive terms of the same number of months as the initial Term. Pricing for each renewal term will be Xerox's then-current published pricing.

14. PAYMENT. Payment (including applicable Taxes) is due within 30 days after the invoice date, with all charges being billed in arrears. This Agreement will not be automatically renewed.

15. LATE CHARGE. If a payment is not received by Xerox within 10 days after the due date, Xerox may charge, and you will pay, a late charge of 5% of the amount due or \$25, whichever is greater.

16. PRICE INCREASES. Xerox may annually increase the maintenance component of the Minimum Payment and Print Charges. For Application Software, Xerox may annually increase the software license or support fees. These adjustments will occur at the commencement of each annual contract cycle.

17. DELIVERY, REMOVAL & RELOCATION. Equipment prices include standard delivery charges and, for Xerox-owned Equipment, standard removal charges. Charges for non-standard delivery or removal and for any Equipment relocation are your responsibility. Relocation of Xerox-owned Equipment must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S.

18. TAXES. You will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax exempt status. Taxes do not include taxes on Xerox's income.

19. DEFAULT & REMEDIES. You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this or any other agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including the cessation of Maintenance Services), require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the remaining Minimum Payments, not to exceed 6 such payments if this Agreement is for one year Term, and twelve (12) such payments for a multi-year Term; and, (c) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement.

20. DATA SECURITY. Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely your responsibility. Upon request, Xerox will provide additional information to you regarding the security features available for particular Equipment models.

GENERAL TERMS & CONDITIONS:

21. REPRESENTATIONS. The individuals signing this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents your financial condition.

22. LIMITATION OF LIABILITY. For claims arising out of or relating to this Agreement whether the claim alleges tortious conduct (including negligence) or any other legal theory, but excepting liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages. Any action you take against Xerox must be commenced within 2 years after the event that caused it.

23. CREDIT REPORTS. You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.

24. FORCE MAJEURE. Xerox will not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify you if such a circumstance occurs.

25. WARRANTY DISCLAIMER. XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

26. INTELLECTUAL PROPERTY INDEMNITY. Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. You will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

27. TITLE & RISK OF LOSS. Title to the Equipment passes to you upon delivery. Risk of loss or damage to the Products passes to you upon delivery.

28. ASSIGNMENT. Except for assignment by Xerox to a parent, subsidiary or affiliate of Xerox, or to securitize this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a



Terms and Conditions

Permitted Assignment: (a) Xerox may, without your prior written consent, release to the proposed assignee information it has about you related to this Agreement; (b) the assignee will have all of the rights but none of the obligations of Xerox hereunder; (c) you will continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services; (d) you waive and release the assignee from any claim relating to or arising from the performance of Xerox's obligations hereunder; (e) you shall not assert any defense, counterclaim or setoff you may have against an assignee; and (f) you will remit payments in accordance with instructions of the assignee..

29. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill to" address identified in this Agreement, and to Xerox at the inquiry address set forth on your most recent invoice, or to such other address as either party may designate by written notice. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to Xerox. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior oral and written agreements, and will be governed by the laws of the State of New York (without regard to conflict-of-law principles). In any action to enforce this Agreement, the parties agree (a) to the jurisdiction and venue of the federal and state courts in Monroe County, New York, and (b) to waive their right to a jury trial. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which will be admissible in any action to enforce it, but only the Agreement held by Xerox will be considered an original. Xerox may accept this Agreement either by signature or by commencing performance. Changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. Administrative and contract support functions hereunder may be performed, inside or outside the U.S., by one or more of Xerox's subsidiaries or affiliates and/or third parties. The following four sentences control over every other part

of this Agreement. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under this Agreement, or refunded to you.

30. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

#9

INTERLOCAL COOPERATION AGREEMENT

This agreement is made by and entered into between Val Verde County, Texas (hereinafter "Contractor") and Kinney County, Texas (hereinafter "County") effective 10-1-17.

WHEREAS, County is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in its Correctional Facility, and

WHEREAS, Contractor currently has the available capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon's 1992) (Formerly Article 4413(32c), Tex.Rev.Div.Stat.), and

WHEREAS, the County and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's Correctional Facility.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE 1

DETENTION SERVICES

1.01 HOUSING AND CARE OF INMATES: Contractor agrees to accept, and provide for the secure custody, care and safekeeping of inmates of the County in accordance with state and local law, including the minimal standards promulgated by the Texas Commission on Jail Standards. The Contractor shall provide housing, care, meals and routine medical services for such inmates on the same basis as it provides inmates confined in its own Correctional Facility subject to the terms and conditions of this Agreement.

1.02 MEDICAL SERVICES: The per day rate under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per day rate does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drug and treatments or surgical, optical and dental care, and does not include the costs associated with any hospitalization of an inmate. The County shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for by the per day rate. When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County, through its Sheriff or designated representative, as soon as possible to inform the County of the fact that the inmate has been or is to be hospitalized and of the nature of the illness or injury that has required the hospitalization.

The Contractor has the right to arrange for the hospital or health care provider to bill the County directly for the costs of the hospitalization and/or medical care, rather than the Contractor paying the costs and billing the same to the County. If the hospital or health care provider refuses to bill the County directly, the County shall reimburse the Contractor for such costs within thirty (30) calendar days of receipt of an invoice from the Contractor therefore, which invoice may be delivered personally, by facsimile by mail or by other reliable courier.

1.03 MEDICAL INFORMATION: The County shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet or exercise regimen applicable to such inmate.

1.04 TRANSPORTATION AND OFF-SITE SECURITY: The County agrees to assume responsibility for the transportation of its inmates to and from the Contractor's facility; to include rate of .535 per mile. Ambulance

transportation (including emergency flight, etc.) is not covered by the per day rate and will be billed along with the regular monthly billing submitted to the County by the Contractor.

Contractor will provide stationary guard services as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. The County shall compensate the Contractor for said guard services at the rate of \$23.34 per hour per officer (minimum of two officers), which shall be billed by the Contractor along with the regular monthly billing for detention services.

The County is responsible for the transport of its inmates from the Contractor's facility to the Texas Department of Criminal Justice Institutional Division.

- 1.05 **SPECIAL PROGRAMS:** The per day rate set out in this agreement only covers basic custodial care and supervision and does not include any special, educational, vocational or other programs. The parties may agree by a written amendment to the agreement, or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.
- 1.06 **LOCATION AND OPERATION OF FACILITY:** The Contractor shall provide the detention services described herein at the Val Verde Correctional Facility in Del Rio, Texas, which is operated by The GEO Group Inc.

ARTICLE II

FINANCIAL PROVISIONS

- 2.01 **PER DIEM RATE:** The per diem rate for detention services under this agreement is Sixty-two dollars and fifty-four cents (\$62.54) per man-day. This rate covers one inmate per day. Any portion of any date shall count as man-day under this agreement, except that the County may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, the Contract will bill for the day of arrival, but not for the day of departure.
- 2.02 **BILLING PROCEDURE:** Contractor shall submit an Itemized invoice for the services provided each month to the County, in arrears, invoices will be submitted to the Officer of the County designated to receive the same on behalf of the County. The County shall make payment to the Contractor within thirty (30) days after receipt of the invoices. Payment shall be in the name of Val Verde County Correctional Facility and shall be remitted to:

By wire to:
The GEO Group, Inc.
C/O Bank of America
ABA Routing #0260-0959-3
Account #3751223010

OR make check payable to:
The GEO Group, Inc.
P.O. Box 281560
Atlanta, GA 30384-1560

Or make remittance by ACH to:
The GEO Group, Inc
C/O Bank of America
ABA #111-000-012
Account #3751223010

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10%, or the maximum legal rate applicable thereto, which shall be a contractual obligation of the County under this agreement. County further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

ARTICLE III

TERM OF AGREEMENT

- 3.01 **PRIMARY TERM:** The primary term of this agreement is for a period of one (1) year from the effective date of this agreement by both parties.
- 3.02 **RENEWALS:** This agreement may be renewed by mutual agreement of the parties. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for the detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the Commissioners' Courts of the respective parties.

3.03 **TERMINATION:** This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the Officer specified herein by the other to receive notices. This agreement will likewise terminate upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities, which create a legal barrier to the acceptance of any of the County's inmates.

ARTICLE IV
ACCEPTANCE OF INMATES

4.01 **COMPLIANCE WITH LAW:** Nothing herein shall create any obligation upon the Contractor to house the County's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of the County's prisoners, or any specified number thereof, the County shall, upon notice by the Contractor's Sheriff to the Sheriff of the County, immediately (within eight (8) hours) remove said prisoner/s from the facility.

4.02 **ELIGIBILITY FOR INCARCERATION AT FACILITY:** The only inmates of the County eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Texas Commission on Jail Standards approved custody assessment system in place at the County's Correctional Facility and pursuant to the custody assessment system in place at the Contractor's facility.

4.03 **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES:** Contractor reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the Contractor's facility, and the County shall cooperate with and provide information requested regarding any inmate by the Contractor's Sheriff. The Contractor reserves the right to refuse acceptance of any prisoner of the County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern to the Contractor's Sheriff makes the inmate unacceptable for continued incarceration in Contractor's facility in the opinion of the Contractor's Sheriff, the County will be requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon the request of the Contractor's Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

4.04 **INMATE SENTENCE:** Contractor shall not be in charge or responsible for computation or processing of inmate's time of confinement, including but not limited to, computation of good time awards/credits and discharge dates. And such computations and record keeping shall continue to be the responsibility of the County. It shall be the responsibility of the County to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date. The Contractor will release inmates of the County only, when the Sheriff of the County specifically requests such release in writing. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the County to pick up and return inmates to the County facility shortly before their discharge date, and for the County to discharge the inmate from its own facility. The County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of same, and to the extent allowed by law, shall indemnify and hold the Contractor harmless for all liability or expenses of any kind arising there from. The County is responsible for all paperwork, arrangements and transportation for inmates to be transferred to the Texas Department of Criminal Justice Institutional Division.

ARTICLE V
MISCELLANEOUS

5.01 **BINDING NATURE OF AGREEMENT:** This agreement is contractual and is binding upon the parties hereto and their successor, assigns, and representatives.

5.02 **NOTICE:** All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor: Val Verde County Correctional Facility
253 FM 2523 Hamilton Lane
Del Rio, Texas 78840

To County: County NAME and ADDRESS

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

5.03 **AMENDMENTS:** This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the Commissioners Courts of the respective parties hereto.

5.04 **PRIOR AGREEMENTS:** This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representative of both parties and approved by Commissioners Courts of the respective parties hereto.

5.05 **CHOICE OF LAW AND VENUE:** The Law, which shall govern this agreement, is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement are payable and performable in Del Rio, Val Verde, Texas; and venue of any dispute or matter arising under this agreement shall lie in a *District Court* of Del Rio, Texas.

5.06 **APPROVALS:** This agreement must be approved by the Commissioners Court of the County and the Commissioners Court of the Contractor in accordance with the Interlocal Cooperation.

5.07 **FUNDING SOURCE:** The County must pay all amounts due under this agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the County's Treasurer below certifies that there is sufficient fund from current revenues available to the County to meet its obligations under this agreement.

5.08 **DEFENSE/IMMUNITY:** By entering into the Agreement, neither the COUNTY nor CONTRACTOR waives any defenses that may be extended to it by operation of law including claims of immunity or limits on the amount of damages.

In Witness whereof, the authorized person affix their respective signatures as authorized by official action of each County effective the date set forth above.

KINNEY COUNTY, TEXAS

By: Jully Shoh
(As Authorized and approved by
Kinney County Commissioners Court
Dated: 10-2-17)

Date Signed: October 3, 2017

Diana L. Anthony
County Treasure

Date Signed: October 3, 2017

Brad Coe
Brad Coe, County Sheriff

Date Signed: 10-5-17

ATTEST:
This 2nd day of October, 2017
Debra Ramon
County Clerk

VAL VERDE COUNTY, TEXAS

By: Efra Vedy
Val Verde County Judge
(As authorized and approved by Val Verde
County Commissioners Court
Dated: 10/18/17)

Date Signed: 10/18/17

Matthew Weingardt
Matthew Weingardt, Val Verde County Auditor

Date Signed: 10.18.17

Joe Frank Martinez
Joe Frank Martinez, Val Verde County Sheriff

Date Signed: 10/18/17

ATTEST: th
This 18 day of October, 2017
Generosa Ramon
Generosa Gracia-Ramon, Val Verde County Clerk



CAP Fleet Upfitters, LLC
 1910 McFetridge Street
 Harlingen, TX 78550

Name / Address
 VAL VERDE COUNTY
 901 BEDELL AVE STE A
 DEL RIO, TX 78840

Quote

#10

Date 09/26/2017
 Quote # CAPQ31045

Employee : Greg Hernandez
 Email : ghernandez@capfleetupfitters.com
 Make :
 Model :
 Year :
 VIN:

Part #	Qty	Description	Unit Price	Total
T-CHSILM2-07S-PC	1	Buy Board Contract 524-17		
		SILVERADO PICKUP MAG 2 DWR 5'8" BED, CREW CAB	\$ 2,265.00	\$ 2,265.00
P-949	1	PACKAGE SPECIAL MAGNUM HEIGHT		
		CARGOGLIDE ATTACHMENT KIT INSTALLS GLIDE	\$ 75.00	\$ 75.00
		ONTO TRUCKVAULT		
V-CG1000	1	CARGOGLIDE 1000 SERIES STEEL; 70% EXT; 1000LB	\$ 875.00	\$ 875.00
SHIP	1	SHIPPING & HANDLING	\$ 415.00	\$ 415.00

Approved
W. C. F. *Chief Deputy*
9/27/17

Subtotal \$ 3,630.00
 Tax \$ 0.00
 Grand \$ 3,630.00

This quote is good for 30 days from date of quote.

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

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#11

Date	Grant	FSR Amount
SEP	Stonegarden	\$28,546.54
OCT	Stonegarden	
NOV	Stonegarden	
DEC	Stonegarden	
JAN	Stonegarden	
FEB	Stonegarden	
MAR	Stonegarden	
APR	Stonegarden	
MAY	Stonegarden	
JUN	Stonegarden	
JUL	Stonegarden	
AUG	Stonegarden	
SEP	Stonegarden	

Date	Grant	FSR Amount
OCT	LBSP	
NOV	LBSP	
DEC	LBSP	
JAN	LBSP	
FEB	LBSP	
	HIDTA	
	BVP	
	RVP	
	NPS	

Stonegarden 2016	Awarded \$1,000,000.00	Expended	Balance
Val Verde SO	\$402,344.94	\$98,530.83	\$303,344.94
Del Rio PD	\$226,999.44		
Edwards Cty SO	\$98,672.63		
Crockett Cty SO	\$92,252.94		
Sutton Cty SO	\$94,030.71		
Junction PD	\$85,699.34		

Stonegarden 2017	Not Awarded Yet	Expended	Balance
Val Verde SO			
Del Rio PD			
Edwards Cty SO			
Crockett Cty SO			
Sutton Cty SO			
Junction PD			

LBSP 2018	Awarded \$53,750.00		
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HIDTA 2016	Awarded \$121,218.00	1-1-2016 thru 12-31-2017
HIDTA 2017	Awarded \$121,218.00	1-1-2016 thru 12-31-2018

Bulletproof Vest Grant 2016	Awarded \$18,649.50	
Bulletproof Vest Grant 2017	Not Awarded Yet	

Rifle Vest Grant 2017	Not Awarded Yet	
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Nationa Park Service	Awarded \$35,000.00	
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#12

Sales rep: Amanda Longo | 3000017941876.1



A quote for your consideration!

Total: \$1,015.73

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Quote number: 3000017941876.1	Quote date: Sep. 28, 2017	Quote expiration: Oct. 28, 2017
Company name: VAL VERDE COUNTY	Customer number: 8689918	Phone: (830) 774-7584
Sales rep information: Amanda Longo Amanda_Longo@Dell.com (800) 456-3355 Ext: 5131971	Billing Information: VAL VERDE COUNTY 901 N BEDELL AVE STE A DEL RIO TX 78840-4170 US (830) 774-7584	

Pricing Summary

Item	Qty	Unit Price	Subtotal
APC Back-UPS 600VA UPS Battery Backup (BE600M1)	1	\$55.77	\$55.77
Dell 24 Monitor - E2417H	1	\$132.99	\$132.99
Precision Workstation T3420 SFF	1	\$826.97	\$826.97
		Subtotal:	\$1,015.73
		Shipping:	\$0.00
		Environmental Fees:	\$0.00
		Non-Taxable Amount:	\$1,015.73
		Taxable Amount:	\$0.00
		Estimated Tax:	\$0.00
		Total:	\$1,015.73

online training

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

OUT OF TRAINING FUNDS
WJL [Signature] 10-11-17

#13

Sales rep: Amanda Longo | 3000017941181.1



A quote for your consideration!

Total: \$1,814.80

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Quote number: 3000017941181.1	Quote date: Sep. 28, 2017	Quote expiration: Oct. 28, 2017
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Company name: VAL VERDE COUNTY	Customer number: 8689918	Phone: (830) 774-7584
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Sales rep information: Amanda Longo Amanda_Longo@Dell.com (800) 456-3355 Ext: 5131971	Billing Information: VAL VERDE COUNTY 901 N BEDELL AVE STE A DEL RIO TX 78840-4170 US (830) 774-7584
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Pricing Summary

Item	Qty	Unit Price	Subtotal
APC Back-UPS 600VA UPS Battery Backup (BE600M1)	1	\$55.77	\$55.77
Dell 24 Monitor - E2417H	1	\$132.99	\$132.99
Precision Workstation T3420 SFF	1	\$1,626.04	\$1,626.04
		Subtotal:	\$1,814.80
		Shipping:	\$0.00
		Environmental Fees:	\$0.00
		Non-Taxable Amount:	\$1,814.80
		Taxable Amount:	\$0.00
		Estimated Tax:	\$0.00
		Total:	\$1,814.80

Cynthia
09-29-17 PULL IN

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

out of operating expenses
WJ-7502 10-11-17



CAP FLEET UPFITTERS

CAP Fleet Upfitters, LLC
1910 McFetridge Street
Harlingen, TX 78550
Phone: 956-230-5314

Quote

Date 10/13/2017
Quote # CAPQ31933

#14

Name / Address
VAL VERDE COUNTY
901 BEDELL AVE STE A
DEL RIO, TX 78840

Ship to:
VAL VERDE COUNTY
901 BEDELL AVE STE A
DEL RIO, TX 78840

Salesperson: Greg Hernandez
Email : ghernandez@capfleetupfitters.com
VIN :
End User: Chief Dep.

Year :
Make :
Model :

Part #	Qty	Description	Unit Price	Total
		Buy Board 524-17.		
M25KTS9PW1AN	1	APX6500 VHF HIGH POWER	\$ 4,750.00	\$ 4,750.00
SHIP	1	SHIPPING & HANDLING	\$ 22.00	\$ 22.00

Subtotal	\$ 4,772.00
Tax	\$ 0.00
Grand	\$ 4,772.00

This quote is good for 30 days from date of quote.

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

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#16

VAL VERDE COUNTY
HUMAN RESOURCES DEPT

MEMORANDUM

To: Efrain Valdez, County Judge
From: Juanita Barrera, HR Director
Date: October 12, 2017
Subject: **AGENDA ITEMS FOR OCTOBER 2017**

Listed below are several personnel matters which need to be part of the upcoming October agenda for HR reporting period from October 5, 2017 through October 13, 2017.

- A. Joe F. Martinez, Sheriff, requesting to have Matthew Weingardt, County Auditor start issuing checks to Jose Lugo, Deputy Sheriff/PT-Temp. at an hourly rate of \$25.00. This position will continue only if grant funding is available.
- B. Sergio Gonzalez, County Court at Law Judge, requesting to have Matthew Weingardt, County Auditor start issuing checks to Ismael Diaz, Specialty Court Coordinator with an annual salary of \$23,715.00 effective October 6, 2017. Mr. Diaz is filling in a new position.
- C. Michael Bagley, DA, requesting to have Matthew Weingardt, County Auditor start issuing checks to Steven Gallegos, Border Prosecution Unit Investigator, with an annual salary of \$47,500.00 effective October 1, 2017. Mr. Gallegos is filling in a new position adopted with the Border Prosecution Grant.
- D. Michael Bagley, DA, requesting to have Matthew Weingardt, County Auditor start issuing checks to Roland Andrade, 1st Assistant District Attorney, with an annual salary of \$81,627.07 plus a supplement annual salary of \$18,372.93 for a total of \$100,000.00 effective October 1, 2017. Mr. Andrade is part of the District Attorney positions adopted in the 2017-18 Budget.
- E. Michael Bagley, DA, requesting to have Matthew Weingardt, County Auditor start issuing checks to William Parham, 2nd Assistant District Attorney, with an annual salary of \$69,928.32 plus a supplement annual salary of \$15,071.68 for a total of \$85,000.00 effective October 1, 2017. Mr. Parham is part of the District Attorney positions adopted in the 2017-18 Budget.
- F. Michael Bagley, DA, requesting to have Matthew Weingardt, County Auditor start issuing checks to Larry Pope, Investigator, with an annual salary of \$45,147.76 plus a supplement annual salary of \$3,049.24 for a total of \$48,197.00 effective October 1, 2017. Mr. Pope is part of the District Attorney positions adopted in the 2017-18 Budget.
- G. Michael Bagley, DA, requesting to have Matthew Weingardt, County Auditor start issuing checks to Gumisinda Constancio, Office Manager, with an annual salary of \$49,106.00, effective October 1, 2017. Ms. Constancio is part of the District Attorney positions adopted in the 2017-18 Budget.

- H. Michael Bagley, DA, requesting to have Matthew Weingardt, County Auditor start issuing checks to Sandra Luna, Legal Secretary, with an annual salary of \$30,000.00, effective October 1, 2017. Ms. Luna is part of the District Attorney positions adopted in the 2017-18 Budget.
- I. Michael Bagley, DA, requesting to have Matthew Weingardt, County Auditor start issuing checks to Elizabeth Medina, Legal Secretary, with an annual salary of \$30,000.00, effective October 1, 2017. Ms. Medina is part of the District Attorney positions adopted in the 2017-18 Budget.
- J. Michael Bagley, DA, requesting to have Matthew Weingardt, County Auditor start issuing checks to Lizette Hernandez-Contreras, Legal Secretary, with an annual salary of \$30,000.00, effective October 1, 2017. Ms. Contreras is part of the District Attorney positions adopted in the 2017-18 Budget.