



COMMISSIONER'S COURT MINUTES
MARCH 3rd REGULAR TERM, A.D. 2021

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

BE IT REMEMBERED that on this the 3rd day of March A.D. 2021 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 **REGULAR SESSION**. The meeting was called to order, the following members being present and constituted a quorum: Lewis G. Owens Jr., County Judge, Presiding; Martin Wardlaw, Commissioner of Precinct No. 1; Juan Carlos Vazquez, 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. Reciting the pledge of allegiance.
4. Approving and/or amending minutes from previous meetings.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-144	N	F		MOTION TO APPROVE		O,W,V,N,F		
				FEBRUARY 22 ND AND				
				FEBRUARY 25 TH 2021				
				COMMISSIONER'S				
				COURT MINUTES				

5. Citizens' Comments.

- 1) NONE PRESENTED
- 2) _____
- 3) _____

MOTION KEY:

JUDGE OWENS= O
 COMM WARDLAW=W
 COMM VAZQUEZ=V
 COMM NETTLETON=N
 COMM FLORES=F

QUORUM

X COUNTY JUDGE

YR Judge's Staff

TG Judge's Staff

X COMM. PRCT# 1

X COMM. PRCT# 2

X COMM. PRCT# 3

X COMM. PRCT# 4

ATTENDING

COUNTY STAFF/DEPTS:

X COUNTY ATTY

_____ COUNTY ATTY STAFF

_____ COUNTY ATTY STAFF

_____ DISTRICT CLERK

X IT

X SHERIFF

_____ SHERIFF'S STAFF

X AUDITOR

X TREASURER

_____ PURCHASING

X HR

_____ TAX COLLECTOR

_____ RISK MGMT

_____ FIRE DEPT

_____ EMERGENCY MGMT

JP #1 Constable #1

JP #2 Constable #2

JP #3 Constable #3

JP #4 Constable #4

_____ OTHER _____

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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:

6. Approving subdivision plats.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				NONE PRESENTED.				

7. Approving certificates of compliance.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				NONE PRESENTED.				

8. Approving monthly reports from elected officials.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-145	N	F		MOTION TO APPROVE AS PRESENTED.		O,W,V,N,F		

9. Approving bills for payment.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-146	N	F		MOTION TO APPROVE AS PRESENTED.		O,W,V,N,F		

10. Recognition of Candelario Montalvo for his 29 years of dedicated service to Val Verde County Precinct 2.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-147	N	V		MOTION TO TABLE.		O,W,V,N,F		

Matthew S. Weingardt, County Auditor

11. Auditor's Report.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-148	N	V		MOTION TO APPROVE AS PRESENTED.		O,W,V,N,F		

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12. Certification of revenue:

A. COVID19 Funding -City-\$49,068.61 School - \$24,534.40

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-149	N	F		MOTION TO APPROVE AND MOVE TO		O,W,V,N,F		
				COVID 19 ACCOUNT.				

B. City of Del Rio - \$90,000.00

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-150	N	V		MOTION TO ACCEPT AND DEPOSIT IN THE		O,W,V,N,F		
				WOMEN'S SHELTER ACCOUNT.				

13. Budget Adjustments from available appropriations:

A. Weather Emergency

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-151	N	F		MOTION TO SET ASIDE \$20,000 FROM		O,W,V,N,F		
				CONTINGENCY FOR WEATHER RELATED				
				EMERGENCIES WITH POSSIBLE REIMBURSEMENT				
				FROM FEMA.				

B. GASB 75 OPEB Reporting - \$5,950.00

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-152	N	F		MOTION TO APPROVE AS PRESENTED.		O,W,V,N,F		

C. County Agent Travel and Training - \$1,732.17

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-153	N	V		MOTION TO APPROVE AND PAY FROM		O,W,V,N,F		
				CONTINGENCY.				

Aaron D. Rodriguez, County Treasurer

14. Treasurer's Report.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				NONE PRESENTED.				

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VAZQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

Lewis G. Owens Jr., County Judge**15. Discussing matters relating to COVID-19.**

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-154	N	W		MOTION TO MAKE WEARING A MASK ON		O,W,V,N,F		
				COUNTY PROPERTY AND/OR INSIDE				
				COUNTY BUILDINGS MANDATORY.				

16. Discussion on immigrants.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-155	N	F		MOTION TO ALLOW THE COUNTY TO SUPPLY		O,W,V,N,F		
				DIESEL AND PROPANE TO THE CITY OF DEL RIO				
				UNTIL UTILITIES CAN BE RE-ESTABLISHED.				

17. Discussion and possible action on moving Regular Commissioners Court to Tuesday's.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-156	W	F		MOTION TO MOVE COMMISSIONER'S COURT		O,W,V,N,F		
				MEETINGS TO EVERY OTHER TUESDAY EFFECTIVE				
				TWO WEEKS FROM TODAY, MARCH 3, 2021.				

18. Approval of a Resolution for a Regional Mobility Authority.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-157	F	W		MOTION TO TABLE.		O,W,V,N,F		

19. Discussion and possible action on dates for joint City and County meeting.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-158	N	F		MOTION TO TABLE.		O,W,V,N,F		

20. Discussion and possible action on a Water District Bill sponsored by Representative Heriberto "Eddie" Morales.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				NONE				

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VAZQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

21. Discussion and possible action on 3.9 million Tax Note.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				REPORT ON STATUS- 3.9 MILLION TAX NOTE.		O,W,V,N,F		

22. Discussion and possible action on Certificate of Obligation.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-159	N	F		MOTION TO ADD 1 MILLION TO CO PROPOSAL		O,W,V,N,F		
				FOR A CENTRALIZED FOOD FACILITY.				

23. Approval of a Resolution in Opposition of Water Bill filed by Senator, Roland Gutierrez.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-160	N	F		MOTION TO APPROVE AS PRESENTED.		O,W,V,N,F		

24. Approval of Draw#20 under SHC Contract #7217013 in the amount \$4,991.16 and authorize County Judge and County Auditor to sign Draw #20 and the Public Services Draw Checklist.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-161	F	N		MOTION TO APPROVE DRAW #20 AS		O,W,V,N,F		
				PRESENTED.				

25. Possible action and discussion of hazard pay for precinct crews and fairgrounds, Emergency Management, plus community center coordinator.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-162	N	W		MOTION TO APPROVE HAZARD PAY AS		O,W,V,N,F		
				PRESENTED PAYABLE FOR FRIDAY THRU				
				SUNDAY WORK AND REGULAR PAY FOR				
				EXTRA HOURS WORKED BY FOREMEN.				

Generosa Gracia-Ramon, County Clerk and Guillermo Sanchez, County Purchasing Agent

26. Approval to purchase new Election Equipment for Val Verde County Clerk's Office from Election System & Software, LLC in the amount of \$449,563.00 through Buy Board Contract #622-20, to be paid from funds determined by Commissioners Court and authorize the County Judge to sign Purchase Sales Contracts/Agreements.

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VAZQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-163	N	F		MOTION TO TABLE.		O,W,V,N,F		
21-164	N	F		MOTION TO APPROVE PURCHASE OF		O,W,V,N,F		
				ELECTION EQUIPMENT AS PRESENTED				
				AND SET ASIDE FUNDS FROM CONTINGENCY,				
				LOOK FOR POSSIBLE GRANTS AND AUTHORIZE				
				JUDGE TO SIGN CONTRACTS/AGREEMENTS.				

Guillermo Sanchez, County Purchasing Agent

27. Assigning a Pico fuel card to Martin Soto in COVID Response Team.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-165	N	F		MOTION TO APPROVE AS PRESENTED.		O,W,V,N,F		

28. Award or reject bid for Bid 21-01 Used Refrigerated Trailer from Utility Trailer Sales SE Texas, Inc.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-166	F	N		MOTION TO DENY BID AND RE-BID FOR A		O,W,V,N,F		
				BID NOT TO EXCEED \$25,000.00.				

Edgar Perez, County Fairgrounds Manager

29. Approving a lease agreement between Val Verde County and Ed Beckley for No Limits Monster Trucks.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-167	N	F		MOTION THAT ALL SCHEDULED EVENTS PRIOR TO		O,W,V,N,F		
				THE GEORGE PAUL MEMORIAL RODEO BE RE-				
				SCHEDULED FOR AFTER THE EVENT IN ORDER TO				
				ALLOW FOR PREPARATION OF THE ARENA AREA.				

Dionicio Trevino, County Constable Pct. #1

30. Approval of Robert Garza Jr. as a Reserve Deputy Constable for Pct. 1 Mr. Garza holds a current TCOLE certification as a Peace officer.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-168	N	F		MOTION TO APPROVE AS PRESENTED.		O,W,V,N,F		

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Joe Frank Martinez, County Sheriff

31. Requesting authorization to apply for and accept the Stonegarden 2021 #3155307 grant and to approve the Resolution.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-169	F	N		MOTION TO APPROVE AS PRESENTED.		O,W,V,N,F		

32. Authorize Sheriff Joe Frank Martinez to sign USM-607A for Fiscal Year 2020.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-170	N	F		MOTION TO APPROVE AS PRESENTED.		O,W,V,N,F		

33. Authorizing Sheriff Joe Frank Martinez to sign the Organized Crime Drug Enforcement Task Forces FY 2021 Agreement.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-171	N	V		MOTION TO APPROVE AS PRESENTED.		O,W,V,N,F		

34. Approval of Modification #12 from United States Marshals Service and authorize County Judge to sign.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-172	N	F		MOTION TO APPROVE AS PRESENTED.		O,W,V,N,F		

Juanita Barrera, Human Resources

35. Discussion and approval to give authorization to Elected Officials to set salary for new hires from base pay to current salary for the vacant position.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-173	N	V		MOTION TO HAVE HR POLICY COMMITTEE		O,W,V,N,F		
				SET RANGE FOR POSITION AND BRING TO				
				COURT FOR APPROVAL.				

36. Approving Human Resources report from February 18, 2021 through March 2, 2021.

- A. Adrian Bitela, Veterans Officer, requesting the issuance of checks to Itzjak Mgonomez, Temporary Van Driver, with an hourly rate of \$13.00 effective February 12, 2021. Mr. Mgonomez is filling in on a temporary basis until Mr. Elliot returns.

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VAZQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

- B. Joe Frank Martinez, Sheriff, notify the court of the transfer of Gilberto Torres, Transport Deputy, effective February 16, 2021. Mr. Torres has been transferred from Bailiff to transport with no change in pay.
- C. Joe Frank Martinez, Sheriff, notify the court of the transfer of Jesus De La Garza, Bailiff, effective February 24, 2021. Mr. De La Garza has been transferred from Patrol to Bailiff with no change in pay. He is replacing Gilberto Torres.
- D. Jo Ann Cervantes, District Clerk, requesting to stop the distribution of checks to Angelica Cortez, Deputy Clerk III, effective February 24, 2021. Ms. Cortez has resigned.
- E. Jo Ann Cervantes, District Clerk, requesting the issuance of checks to Yvette Vara, Deputy Clerk III, with a salary of \$27,885.00 effective February 25, 2021. Ms. Vara has been promoted and is replacing Angelica Cortez who resigned.
- F. Jo Ann Cervantes, District Clerk, requesting the issuance of checks to Ruth Saucedo, Deputy Clerk II, with a salary of \$26,598.00 effective February 25, 2021. Ms. Saucedo has been promoted and replacing Yvette Vara who was also promoted.
- G. Jo Ann Cervantes, District Clerk, requesting the issuance of checks to Miriam Mireles, Deputy Clerk I, with a salary of \$24,550.00 effective February 25, 2021. Ms. Mireles is replacing Ruth Saucedo who was promoted.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-174	F	N		MOTION TO APPROVE AS PRESENTED.		O,W,V,N,F		

David E. Martinez, County Attorney

37. Closed session consultation pursuant to Texas Government Code:

- A. §551.071(2), attorney/client privilege.
- B. §551.071(1)(A), contemplated litigation.

EXECUTIVE SESSION: §551.071(1) (A) §551.071(1) (A) §551.071(2) §551.071(1) (B) 551.072

OTHER BEGAN @ ENDED @ 10:30 A.M. BREAK @ 10:00 AM

RESUMED @ 10:22 AM ACTION AFTER EX:

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				NO ACTION TAKEN				

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Commissioners Court reserves the right to hear any of the above agenda items that qualify for an executive session in a closed 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.

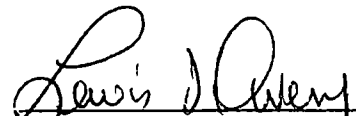
38. Commissioners' comments. NONE

39. County Judge's comments. NONE

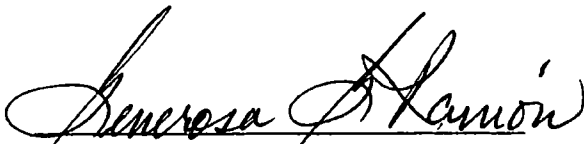
40. Adjourn. 10:30 A.M.

The foregoing, recorded in Volume 59, pages 1-95, inclusive, was on this the 30TH day of MARCH A.D. 2021, read and is hereby **APPROVED**.

Respectfully submitted,


LEWIS G. OWENS JR, COUNTY JUDGE
VAL VERDE COUNTY, TEXAS

ATTEST:


GENEROSA GRACIA-RAMON, COUNTY CLERK
VAL VERDE COUNTY, TEXAS

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VAZQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

County of Val Verde



Lewis G. Owens Jr.
County Judge

400 Pecan Street
Del Rio, TX 78840
Email: lowens@valverdecountry.texas.gov

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

AGENDA/NOTICE
VAL VERDE COUNTY COMMISSIONERS COURT
REGULAR TERM MEETING

Old County Court-at-Law
207B East Losoya Street
Del Rio, TX 78840

Live Feed Link- <http://valverdecountry.texas.gov/>

Social distancing and face masks required

March 3, 2021 at 9:00 a.m.

1. Call to order.
2. Determining that a quorum is present.
3. Reciting the pledge of allegiance.
4. Approving and/or amending minutes from previous meetings.
5. Citizens' Comments.

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7. Approving certificates of compliance.
8. Approving monthly reports from elected officials.
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10. Recognition of Candelario Montalvo for his 29 years of dedicated service to Val Verde County Precinct 2.

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11. Auditor's Report.
12. Certification of revenue:
 - A. COVID19 Funding -City-\$49,068.61 School - \$24,534.40
 - B. City of Del Rio - \$90,000.00
13. Budget Adjustments from available appropriations:
 - A. Weather Emergency
 - B. GASB 75 OPEB Reporting - \$5,950.00
 - C. County Agent Travel and Training - \$1,732.17

400 Pecan Street • Del Rio, TX 78840

Aaron D. Rodriguez, County Treasurer

14. Treasurer's Report.

Lewis G. Owens Jr., County Judge

15. Discussing matters relating to COVID-19.

16. Discussion on immigrants.

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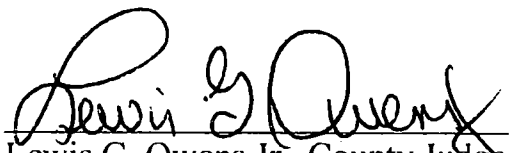
38. Commissioners' comments.

39. County Judge's comments.

40. Adjourn.

NOTE: Persons with disabilities who plan to attend this meeting and who may need auxiliary aids of services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the County Judge's Office at 830-774-7571 at least two (02) business days prior to the meeting so that appropriate arrangements can be made.

The next Regular Commissioners Court Meeting will be March 17, 2021 @ 9:00 a.m. **Agenda Items are due Thursday, March 11, 2021 @ 12:00 noon.**


Lewis G. Owens Jr., County Judge
Val Verde County, Texas

THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON FEBRUARY 26, 2021: AT 4:12 AM/PM.

2021 FEB 26 P 4:12
CLERK
VAL VERDE COUNTY
BY  DEPUTY

FILED

400 Pecan Street • Del Rio, TX 78840

Contingency / Budget Adjustments and Reserves

Court	Expense	Account Name	Amount
10/14/2020	COVID-19	County Judge - COVID 19	\$ 200,000.00
12/11/2020	\$1,200 Per Full Time Employee	County Judge - Salaries	\$ 13,200.00
12/11/2020	\$1,200 Per Full Time Employee	County Clerk - Salaries	\$ 9,600.00
12/11/2020	\$1,200 Per Full Time Employee	Veteran's Office - Salaries	\$ 3,600.00
12/11/2020	\$1,200 Per Full Time Employee	District Clerk - Salaries	\$ 10,800.00
12/11/2020	\$1,200 Per Full Time Employee	63rd District Clerk - Salaries	\$ 3,600.00
12/11/2020	\$1,200 Per Full Time Employee	Justice of the Peace Pct 1 - Salaries	\$ 2,400.00
12/11/2020	\$1,200 Per Full Time Employee	Justice of the Peace Pct 4 - Salaries	\$ 2,400.00
12/11/2020	\$1,200 Per Full Time Employee	Justice of the Peace Pct 3 - Salaries	\$ 3,600.00
12/11/2020	\$1,200 Per Full Time Employee	Justice of the Peace Pct 2 - Salaries	\$ 4,400.00
12/11/2020	\$1,200 Per Full Time Employee	Court at Law - Salaries	\$ 4,800.00
12/11/2020	\$1,200 Per Full Time Employee	County Attorney - Salaries	\$ 4,800.00
12/11/2020	\$1,200 Per Full Time Employee	County Treasurer - Salaries	\$ 2,400.00
12/11/2020	\$1,200 Per Full Time Employee	County Tax Collector - Salaries	\$ 13,200.00
12/11/2020	\$1,200 Per Full Time Employee	Parks and Building Maintenance - Salaries	\$ 15,600.00
12/11/2020	\$1,200 Per Full Time Employee	Sheriff's Department - Salaries	\$ 18,000.00
12/11/2020	\$1,200 Per Full Time Employee	Rural Fire & EMS - Salaries	\$ 2,400.00
12/11/2020	\$1,200 Per Full Time Employee	County Agent Salaries	\$ 4,800.00
12/11/2020	\$1,200 Per Full Time Employee	County Library - Salaries	\$ 13,200.00
12/11/2020	\$1,200 Per Full Time Employee	Road and Bridge Pct 1 - Salaries	\$ 7,200.00
12/11/2020	\$1,200 Per Full Time Employee	Road and Bridge Pct 2 - Salaries	\$ 7,200.00
12/11/2020	\$1,200 Per Full Time Employee	Road and Bridge Pct 3 - Salaries	\$ 7,200.00
12/11/2020	\$1,200 Per Full Time Employee	Road and Bridge Pct 4 - Salaries	\$ 6,000.00
12/11/2020	\$1,200 Per Full Time Employee	Road and Bridge Salaries	\$ 1,200.00
12/11/2020	\$1,200 Per Full Time Employee	63rd District Court - Salaries	\$ 2,400.00
12/11/2020	\$1,200 Per Full Time Employee	District Attorney - Salaries	\$ 8,400.00
12/11/2020	\$1,200 Per Full Time Employee	Risk Management - Salaries	\$ 4,800.00
12/11/2020	\$1,200 Per Full Time Employee	IT Department - Salaries	\$ 3,600.00
12/11/2020	\$1,200 Per Full Time Employee	Community Center - Salaries	\$ 1,200.00
12/11/2020	\$1,200 Per Full Time Employee	Human Resources - Salaries	\$ 2,400.00
12/11/2020	\$1,200 Per Full Time Employee Fringe	County Judge - FICA	\$ 1,009.80
12/11/2020	\$1,200 Per Full Time Employee Fringe	County Judge - Retirement	\$ 1,653.96
12/11/2020	\$1,200 Per Full Time Employee Fringe	County Clerk - FICA	\$ 734.40
12/11/2020	\$1,200 Per Full Time Employee Fringe	County Clerk - Retirement	\$ 1,202.88
12/11/2020	\$1,200 Per Full Time Employee Fringe	Veteran's Office - FICA	\$ 275.40
12/11/2020	\$1,200 Per Full Time Employee Fringe	Veteran's Office - Retirement	\$ 451.08
12/11/2020	\$1,200 Per Full Time Employee Fringe	District Clerk - FICA	\$ 826.20
12/11/2020	\$1,200 Per Full Time Employee Fringe	District Clerk - Retirement	\$ 1,353.24
12/11/2020	\$1,200 Per Full Time Employee Fringe	63rd District Court - FICA	\$ 275.40
12/11/2020	\$1,200 Per Full Time Employee Fringe	63rd District Court - Retirement	\$ 451.08
12/11/2020	\$1,200 Per Full Time Employee Fringe	Justice of the Peace Pct 1 - FICA	\$ 183.60
12/11/2020	\$1,200 Per Full Time Employee Fringe	Justice of the Peace Pct 1 - Retirement	\$ 300.72
12/11/2020	\$1,200 Per Full Time Employee Fringe	Justice of the Peace Pct 4 - FICA	\$ 183.60
12/11/2020	\$1,200 Per Full Time Employee Fringe	Justice of the Peace Pct 4 - Retirement	\$ 300.72
12/11/2020	\$1,200 Per Full Time Employee Fringe	Justice of the Peace Pct 3 - FICA	\$ 275.40
12/11/2020	\$1,200 Per Full Time Employee Fringe	Justice of the Peace Pct 3 - Retirement	\$ 451.08
12/11/2020	\$1,200 Per Full Time Employee Fringe	Justice of the Peace Pct 2 - FICA	\$ 367.20
12/11/2020	\$1,200 Per Full Time Employee Fringe	Justice of the Peace Pct 2 - Retirement	\$ 601.44
12/11/2020	\$1,200 Per Full Time Employee Fringe	Court At Law - FICA	\$ 367.20
12/11/2020	\$1,200 Per Full Time Employee Fringe	Court At Law - Retirement	\$ 601.44
12/11/2020	\$1,200 Per Full Time Employee Fringe	County Attorney - FICA	\$ 367.20
12/11/2020	\$1,200 Per Full Time Employee Fringe	County Attorney - Retirement	\$ 601.44
12/11/2020	\$1,200 Per Full Time Employee Fringe	County Treasurer - FICA	\$ 183.60
12/11/2020	\$1,200 Per Full Time Employee Fringe	County Treasurer - Retirement	\$ 300.72
12/11/2020	\$1,200 Per Full Time Employee Fringe	County Tax Collector - FICA	\$ 1,009.80
12/11/2020	\$1,200 Per Full Time Employee Fringe	County Tax Collector - Retirement	\$ 1,653.96

12/11/2020 \$1,200 Per Full Time Employee Fringe	Parks and Building Maintenance - FICA	\$ 1,193.40
12/11/2020 \$1,200 Per Full Time Employee Fringe	Parks and Building Maintenance - Retirement	\$ 1,454.68
12/11/2020 \$1,200 Per Full Time Employee Fringe	Sheriff's Department - FICA	\$ 5,967.00
12/11/2020 \$1,200 Per Full Time Employee Fringe	Sheriff's Department - Retirement	\$ 4,173.40
12/11/2020 \$1,200 Per Full Time Employee Fringe	Rural Fire & EMS - FICA	\$ 183.60
12/11/2020 \$1,200 Per Full Time Employee Fringe	Rural Fire & EMS - Retirement	\$ 300.72
12/11/2020 \$1,200 Per Full Time Employee Fringe	County Agent - FICA	\$ 367.20
12/11/2020 \$1,200 Per Full Time Employee Fringe	County Agent - Retirement	\$ 601.44
12/11/2020 \$1,200 Per Full Time Employee Fringe	County Library - FICA	\$ 1,009.80
12/11/2020 \$1,200 Per Full Time Employee Fringe	County Library - Retirement	\$ 1,653.96
12/11/2020 \$1,200 Per Full Time Employee Fringe	Road and Bridge Pct 1 - FICA	\$ 550.80
12/11/2020 \$1,200 Per Full Time Employee Fringe	Road and Bridge Pct 1 - Retirement	\$ 902.16
12/11/2020 \$1,200 Per Full Time Employee Fringe	Road and Bridge Pct 2 - FICA	\$ 550.80
12/11/2020 \$1,200 Per Full Time Employee Fringe	Road and Bridge Pct 2 - Retirement	\$ 902.16
12/11/2020 \$1,200 Per Full Time Employee Fringe	Road and Bridge Pct 3 - FICA	\$ 550.80
12/11/2020 \$1,200 Per Full Time Employee Fringe	Road and Bridge Pct 3 - Retirement	\$ 902.16
12/11/2020 \$1,200 Per Full Time Employee Fringe	Road and Bridge Pct 4 - FICA	\$ 459.00
12/11/2020 \$1,200 Per Full Time Employee Fringe	Road and Bridge Pct 4 - Retirement	\$ 751.80
12/11/2020 \$1,200 Per Full Time Employee Fringe	Road and Bridge - FICA	\$ 91.80
12/11/2020 \$1,200 Per Full Time Employee Fringe	Road and Bridge - Retirement	\$ 150.36
12/11/2020 \$1,200 Per Full Time Employee Fringe	3rd District Court - FICA	\$ 183.60
12/11/2020 \$1,200 Per Full Time Employee Fringe	3rd District Court - Retirement	\$ 300.72
12/11/2020 \$1,200 Per Full Time Employee Fringe	District Attorney - FICA	\$ 642.60
12/11/2020 \$1,200 Per Full Time Employee Fringe	District Attorney - Retirement	\$ 1,052.52
12/11/2020 \$1,200 Per Full Time Employee Fringe	Risk Management - FICA	\$ 367.20
12/11/2020 \$1,200 Per Full Time Employee Fringe	Risk Management - Retirement	\$ 601.44
12/11/2020 \$1,200 Per Full Time Employee Fringe	IT Department - FICA	\$ 275.40
12/11/2020 \$1,200 Per Full Time Employee Fringe	IT Department - Retirement	\$ 451.08
12/11/2020 \$1,200 Per Full Time Employee Fringe	Community Center - FICA	\$ 91.80
12/11/2020 \$1,200 Per Full Time Employee Fringe	Community Center - Retirement	\$ 150.36
12/11/2020 \$1,200 Per Full Time Employee Fringe	Human Resources - FICA	\$ 183.60
12/11/2020 \$1,200 Per Full Time Employee Fringe	Human Resources - Retirement	\$ 300.72
12/23/2020 Skillsets Agreement Renewal	IT Department - Travel and Training	\$ 795.00
1/20/2021 Animal Control	Animal Control Equipment	\$ 3,000.00
2/3/2021 Fire Brush Truck	Rural Fire & EMS - Capital Outlay	\$ 32,647.34
2/22/2021 Grant Administrator	Grant Administrator	\$ 36,225.75
2/22/2021 3rd Floor District Courthouse Floor Replacement	Parks and Building Maintenance - Broadway Repairs	\$ 10,551.00
2/22/2021 Survey Equipment	Risk Management - Capital Outlay	\$ 1,868.86
2/22/2021 Boiler for GEO	Parks and Building Maintenance - Building Repairs	\$ 30,500.00
2/22/2021 12 AED's	Sheriff's Department - Capital Outlay	\$ 15,120.00
PENDING COVID-19 Reserves	TBD	\$ 300,000.00
Total		\$ 927,908.59



Val Verde County, TX

Expense Approval Report
By Segment (Select Below)

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 1083 -					
Technical Resource Managem	FS-9070013121	01/31/2021	DWI - Labs	2666-1083-31-26170	175.10
#1 A Lifesaver of Texas Interloc	0005	02/22/2021	DWI - Ignition Interlock	2666-1083-31-26170	1,130.00
Mayra C. Quicksall	10-2020	02/24/2021	DWI - Compliance Officer	2666-1083-31-26170	345.00
Kristela Ramirez	2020 10	02/24/2021	DWI - Compliance Officer	2666-1083-31-26170	345.00
Sandra Hernandez	59	02/24/2021	DWI - Education Specialist	2666-1083-31-26170	190.00
Sandra Hernandez	60	02/24/2021	DWI - Education Specialist	2666-1083-31-26170	140.00
Sandra Hernandez	61	02/24/2021	DWI - Education Specialist	2666-1083-31-26170	625.00
Department 1083 - Total:					2,950.10
Department: 1111 - General Fund					
Sentry Security Service	241074 1	02/01/2021	Critese - Monitoring Services	1725-1111-30-16000	30.00
Melinda M. Walker	21 0001	02/08/2021	63rd - Court Reporter	1774-1111-31-16000	96.00
Coastline Rail Engineering, L	009	02/22/2021	Frontiera Rd - Project Mgt Srv	1178-1111-34-16006	14,175.50
Sentry Security Service	242321 1	04/01/2021	Critese - Monitoring Services	1725-1111-30-16000	30.00
Department 1111 - General Fund Total:					14,331.50
Department: 1200 - County Judge					
Quill Corporation	13764472	01/13/2021	Co Judge - Office	1111-1200-30-16000	152.99
Quill Corporation	1377388	01/14/2021	Co Judge - Office	1111-1200-30-16000	156.59
Quill Corporation	14082360	01/25/2021	Co Judge - Office	1111-1200-30-16000	16.48
Quill Corporation	14317559	02/02/2021	Co Judge - Office	1111-1200-30-16000	7.82
Quill Corporation	14317559	02/02/2021	Co Judge - Office	1111-1200-30-16000	95.39
Quill Corporation	14317559	02/02/2021	Co Judge - Office	1111-1200-30-16000	27.09
Quill Corporation	14317559	02/02/2021	Co Judge - Office	1111-1200-30-16000	10.70
DialTone Services L.P.	210314011	02/02/2021	EM - Satellite Services	1111-1200-30-16420	56.91
Department 1200 - County Judge Total:					518.97
Department: 1201 - County Clerk					
Government Forms and Suppl	0323896	10/01/2020	Co Clerk - Supplies	1111-1201-30-16000	1,700.00
Fedex	7-259-71949	01/28/2021	Co Clerk - Shipping Fees	1111-1201-30-16000	5.44
Xerox	012540411	02/01/2021	Co Clerk - Copier	1111-1201-30-16305	284.57
Xerox	012540412	02/01/2021	Co Clerk - Prints	1111-1201-30-16000	1.46
Xerox	012540412	02/01/2021	Co Clerk - Copier	1111-1201-30-16305	284.57
Department 1201 - County Clerk Total:					2,276.03
Department: 1203 - Veteran's Office					
Thompson Tire Center	0035183	02/10/2021	vet - Parts	1111-1203-30-76370	70.38
Emilio Ruiz	425002	02/10/2021	vet - Car Wash	1111-1203-30-76370	65.00
Bowling's Ten Minute	5372	02/10/2021	vet - Oil Change	1111-1203-30-76370	65.95
Department 1203 - Veteran's Office Total:					201.33
Department: 1204 - 63rd District Court					
Quill Corporation	14302190	02/02/2021	63rd - Office	1111-1204-31-16000	11.04
Department 1204 - 63rd District Court Total:					11.04
Department: 1206 - JP#1					
Jesse Trevino	01/31/2021	01/31/2021	JP 1 - Mileage	1111-1206-31-16200	14.56
Department 1206 - JP#1 Total:					14.56
Department: 1207 - JP#2					
Antonio Fajali	01/31/2021	01/31/2021	JP 2 - Mileage	1111-1207-31-16200	14.44
Department 1207 - JP#2 Total:					14.44
Department: 1208 - JP#3					
Texas Justice Court Training C	54002	03/31/2021	JP 3 - Reg Fee	1111-1208-31-16200	50.00
Texas Justice Court Training C	53975	03/31/2021	JP 3 - Reg Fee	1111-1208-31-16200	50.00
Texas Justice Court Training C	53977	03/31/2021	JP 3 - Reg Fee	1111-1208-31-16200	50.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Texas Justice Court Training C	54035	01/10/2021	JP 3 - Register	1111 1208 31-16200	50.00
Department 1208 - JP#3 Total:					200.00
Department: 1209 - JP#4					
Milda Lopez	01/31/2021	01/31/2021	JP 4 - Mileage	1111 1209-31 16200	4.03
Quill Corporation	14467600	02/08/2021	JP 4 - Office	1111 1209-31-16000	1.95
Department 1209 - JP#4 Total:					7.98
Department: 1210 - County Court at Law					
Business Information Systems	80236	12/29/2020	CL - Renewal	1111 1210 31 16413	4,000.00
Department 1210 - County Court at Law Total:					4,000.00
Department: 1212 - County Auditor					
Quill Corporation	14368078	02/11/2021	Auditor - Office	1111 1212 30 16000	197.00
Department 1212 - County Auditor Total:					197.00
Department: 1213 - County Treasurer					
Texas Association Of Counties	70392	02/04/2021	Treas. Dues	1111-1213 30 16200	150.00
Texas Association Of Counties	70556	02/04/2021	Treas. Dues	1111 1213 30 16200	25.00
Texas Association Of Counties	70596	02/04/2021	Treas. Dues	1111 1213 30 16200	25.00
Department 1213 - County Treasurer Total:					200.00
Department: 1214 - County Tax Collector					
Texas Community Bank	216	01/12/2021	Tax - Checks	1111 1214 30 16000	310.94
Texas Community Bank	217	01/12/2021	Tax - Checks	1111-1214-30-16000	153.87
AA AA Storage	1021175	02/22/2021	Tax - March Storage	1111-1214-30-16000	40.00
Department 1214 - County Tax Collector Total:					504.81
Department: 1216 - Purchasing Department					
Quill Corporation	14177276	01/27/2021	Purch - Office	1111 1216 30 16000	16.99
Department 1216 - Purchasing Department Total:					16.99
Department: 1217 - County Agent					
Emmy Grant	02/04/2021	02/04/2021	Co Agent - Meals	1111-1217-30-16202	92.00
Emmy Grant	02/07/2021	02/07/2021	Co Agent - Meals	1111-1217-30-16202	138.00
Department 1217 - County Agent Total:					230.00
Department: 1218 - Library					
Quill Corporation	14302338	02/02/2021	Lib - Office	1111 1218 36 16000	30.57
Quill Corporation	14317355	02/02/2021	Lib - Office	1111 1218 36 16000	127.47
Quill Corporation	14317355	02/02/2021	Lib - Office	1111 1218 36 16000	70.15
TFS Leasing	21187858	02/06/2021	Lib - Copier	1111 1218 36-16415	275.68
Children's Plus, Inc	193727	02/08/2021	Lib - Books	1111 1218 36 16680	318.62
Toshiba Business Solutions	5386077	02/15/2021	Lib - Copier	1111-1218 36 16421	127.54
Russell True Value	471158	02/22/2021	Lib - Supplies	1111-1218-36 16000	49.75
Department 1218 - Library Total:					999.99
Department: 1219 - Rural Fire & EMS					
Dial Tone Services L.P.	210314012	02/02/2021	Fire - Satellite Services	1111-1219-33 16000	28.45
Pro Auto Supply	499001	02/06/2021	Fire - Parts	1111 1219-33 16000	98.85
Pro Auto Supply	499016	02/06/2021	Fire - Parts	1111-1219-33-16000	7.30
Marcelo Gonzalez	3	02/11/2021	Fire - Volunteer Pay	1111 1219 33 16480	50.00
Pro Auto Supply	499320	02/11/2021	Fire - Supplies	1111-1219 33 16000	59.93
Pro Auto Supply	499332	02/11/2021	Fire - Parts	1111 1219 33 16000	32.18
Joseph F. Wertz	5	02/11/2021	Fire - Volunteer Pay	1111-1219-33-16480	100.00
Richard E. Davy	5	02/11/2021	Fire - Volunteer Pay	1111-1219-33-16480	125.00
Stephan Serrano	6	02/11/2021	Fire - Volunteer Pay	1111-1219-33 16480	50.00
Russell True Value	471090	02/20/2021	Fire - Supplies	1111 1219 33-16000	19.99
Russell True Value	471175	02/22/2021	Fire - Supplies	1111-1219 33 16000	15.76
Department 1219 - Rural Fire & EMS Total:					587.47
Department: 1220 - Parks & Building Maintenance					
Quill Corporation	13784900	01/13/2021	P&B - Office	1111 1220 37 16000	6.87
Quill Corporation	13794010	01/13/2021	P&B - Office	1111 1220-37 16000	5.09
Unifirst Corporation	8232792720	01/22/2021	Purch - Supplies	1111-1220-37 16330	12.36
Financial Servicing, LLC	11497334	01/26/2021	B&M - Utilities	1111-1220 37 16503	6,926.58
City of Del Rio	11 000455 01 01/28/2021	01/28/2021	B&M - Utilities	1111 1220 37 16503	29.91

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Quint Corporation	14215258	01/28/2021	BM Office	1111-1220-37-16000	70.15
Unifirst Corporation	8232793660	01/29/2021	Purch Supplies	1111-1220-37-16330	12.36
City of Del Rio	14-015200-01-02/01/2021	02/01/2021	BM Utilities	1111-1220-37-16503	62.80
Sentry Security Service	241074	02/01/2021	BM Monitoring Services	1111-1220-37-16480	108.50
ThyssenKrupp Elevator Corp	3005748437	02/01/2021	BM Maintenance	1111-1220-37-16520	328.81
City of Del Rio	15-002800-00-02/02/2021	02/02/2021	BM Utilities	1111-1220-37-16503	36.51
Kully Supply Inc	538257	02/02/2021	BM Flushometer	1111-1220-37-16330	306.52
Kully Supply Inc	538257	02/02/2021	BM Flushometer	1111-1220-37-16330	185.86
City of Del Rio	21-300000-01-02/03/2021	02/03/2021	BM Utilities	1111-1220-37-16503	86.41
City of Del Rio	23-014020-00-02/04/2021	02/04/2021	BM Utilities	1111-1220-37-16503	218.13
City of Del Rio	23-014120-00-02/04/2021	02/04/2021	BM Utilities	1111-1220-37-16503	23.84
City of Del Rio	23-014130-00-02/04/2021	02/04/2021	BM Utilities	1111-1220-37-16503	68.05
City of Del Rio	23-020000-00-02/04/2021	02/04/2021	BM Utilities	1111-1220-37-16503	53.36
Inesco Distributing Inc	1000723198	02/05/2021	BM Materials	1111-1220-37-16330	28.97
City of Del Rio	26-019100-00-02/05/2021	02/05/2021	BM Utilities	1111-1220-37-16503	55.68
City of Del Rio	27-029000-00-02/05/2021	02/05/2021	BM Utilities	1111-1220-37-16503	27.62
City of Del Rio	27-029100-00-02/05/2021	02/05/2021	BM Utilities	1111-1220-37-16503	36.42
Pro Auto Supply	498717	02/05/2021	BM Supplies	1111-1220-37-16520	10.61
Pro Auto Supply	498738	02/05/2021	BM Supplies	1111-1220-37-16520	2.80
T J Moore Lumber	500548	02/05/2021	BM Supplies	1111-1220-37-16330	6.52
T J Moore Lumber	500548	02/05/2021	BM Supplies	1111-1220-37-16330	0.65
Unifirst Corporation	8232794602	02/05/2021	Purch Supplies	1111-1220-37-16330	12.36
Del Rio Welders Equip	0676969	02/05/2021	BM Supplies	1111-1220-37-16330	31.80
Time Warner Cable	0497272020221	02-07-2021	BM Internet	1111-1220-37-16503	115.58
Henry Penney	001	02/08/2021	BM Building Move	1111-1220-37-16520	25,760.00
Inesco Distributing Inc	1000724078	02/08/2021	BM Materials	1111-1220-37-16330	17.35
Russell True Value	470785	02/08/2021	BM Supplies	1111-1220-37-16330	36.99
Russell True Value	470791	02/08/2021	BM Supplies	1111-1220-37-16330	36.99
Pro Auto Supply	498896	02/08/2021	BM Supplies	1111-1220-37-16520	12.45
Vulcan Materials Co	52248824	02/08/2021	BM Premium Trk	1111-1220-37-16411	214.80
Laredo Container Service LLC	7525	02/08/2021	BM Cap Exp Container	1111-1220-37-16400	5,350.00
Inesco Distributing Inc	1000724967	02/09/2021	BM Materials	1111-1220-37-16330	19.54
Pro Auto Supply	499047	02/09/2021	BM Battery	1111-1220-37-16520	129.06
McCoy's	8860921	02/09/2021	BM Prob Material/Supplies	1111-1220-37-16330	113.38
Arc-Rite Welding	98256	02/09/2021	BM Tires	1111-1220-37-16520	270.00
Pro Auto Supply	499120	02/10/2021	BM Materials	1111-1220-37-16520	95.42
Pro Auto Supply	499167	02/10/2021	BM Parts	1111-1220-37-16520	1.29
McCoy's	8860950	02/10/2021	BM Supplies	1111-1220-37-16330	20.68
McCoy's	8860966	02/10/2021	BM Prob Material/Supplies	1111-1220-37-16330	50.66
Home Depot Dept 32-254092	0011371	02/11/2021	BM Materials	1111-1220-37-16330	39.94
Frontier Southwest Incorporated	031020-5-2/11/21	02/11/2021	BM Utilities	1111-1220-37-16503	71.12
Financial Servicing, LLC	11553435	02/11/2021	BM Utilities	1111-1220-37-16503	174.68
Hierentino Amada	3637	02/11/2021	BM Bulbs	1111-1220-37-16330	14.94
Unifirst Corporation	8232795288	02/11/2021	BM Uniforms/Supplies	1111-1220-37-16330	35.17
McCoy's	8861013	02/11/2021	BM Supplies	1111-1220-37-16330	35.08
Inesco Distributing Inc	1000729701	02/12/2021	BM Supplies	1111-1220-37-16330	111.36
Hierentino Amada	3639	02/12/2021	BM Material	1111-1220-37-16330	173.56
City of Del Rio	425003	02/12/2021	BM Tire Repairs	1111-1220-37-16520	15.00
T J Moore Lumber	501251	02/12/2021	BM Material	1111-1220-37-16330	4.35
Unifirst Corporation	8232795512	02/12/2021	Purch Supplies	1111-1220-37-16330	12.36
McCoy's	8861016	02/12/2021	BM Prob Material/Supplies	1111-1220-37-16330	27.62
McCoy's	8861024	02/12/2021	BM Prob Material/Supplies	1111-1220-37-16330	13.27
Home Depot Dept 32-254092	9011395	02/12/2021	BM Material	1111-1220-37-16330	269.91
Del Rio Welders Equip	0676806	02/12/2021	BM Supplies	1111-1220-37-16330	209.00
Home Depot Dept 32-254092	8011471	02/13/2021	BM Material	1111-1220-37-16330	23.80
Edgar Perez	2/15/2021	02/15/2021	BM Exp Reimb	1111-1220-37-16330	34.62
McCoy's	8861119	02/20/2021	BM Material	1111-1220-37-16330	82.70
Inesco Distributing Inc	1000733869	02/22/2021	BM Supplies	1111-1220-37-16330	52.75
Inesco Distributing Inc	1000733936	02/22/2021	BM Supplies	1111-1220-37-16330	47.14
Department of Information #	210115419	02/22/2021	BM Utilities	1111-1220-37-16503	9.71

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
T J Moore Lumber	501484	02/22/2021	BM - Material	1111-1220-37-1633C	110.7
T J Moore Lumber	501538	02/22/2021	BM - Material	1111-1220-37-1633C	1.70
Amstad Snack & Coffee Serv	6619	02/22/2021	BM - Coffee	1111-1220-37-1600C	28.00
McCoy's	8861165	02/22/2021	BM - Material	1111-1220-37-1633C	23.41
FNL Money Investment LLC	92823	02/22/2021	BM - Tire Repairs	1111-1220-37-1652C	25.00
Inesco Distributing, Inc	1000734947	02/23/2021	BM - Heat Pump	1111-1220-37-1633C	150.36
Inesco Distributing, Inc	1000734947	02/23/2021	BM - Heat Pump	1111-1220-37-1633C	1,262.80
Inesco Distributing, Inc	1000734947	02/23/2021	BM - Heat Pump	1111-1220-37-1633C	48.63
Inesco Distributing, Inc	1000734947	02/23/2021	BM - Heat Pump	1111-1220-37-1633C	22.10
Inesco Distributing, Inc	1000734947	02/23/2021	BM - Heat Pump	1111-1220-37-1633C	2,479.00
Inesco Distributing, Inc	1000734947	02/23/2021	BM - Heat Pump	1111-1220-37-1633C	50.00
Unifirst Corporation	8232796788	02/23/2021	Co Agent - Uniforms/Supplies	1111-1220-37-1633C	21.00
Red River Waste Solutions	000579370	02/26/2021	BM - Trash Pickup	1111-1220-37-16503	130.00
Sentry Security Service	242321	03/01/2021	BM - Monitoring	1111-1220-37-1648C	108.50
Department 1220 - Parks & Building Maintenance Total:					46,936.96

Department: 1221 - Sheriff

Quik Corporation	13753560	01/13/2021	Sheriff - Office	1111-1221-33-1660C	274.49
Quik Corporation	13753560	01/13/2021	Sheriff - Office	1111-1221-33-1660C	812.67
Quik Corporation	13754777	01/13/2021	Sheriff - Office	1111-1221-33-1660C	639.21
Quik Corporation	13764574	01/13/2021	Sheriff - Office	1111-1221-33-1660C	458.97
Quik Corporation	13764574	01/13/2021	Sheriff - Office	1111-1221-33-1660C	25.19
Quik Corporation	13777363	01/13/2021	Sheriff - Office	1111-1221-33-1660C	113.18
Quik Corporation	13783988	01/13/2021	Sheriff - Office	1111-1221-33-1660C	404.98
Quik Corporation	13783988	01/13/2021	Sheriff - Office	1111-1221-33-1660C	404.98
Quik Corporation	13783988	01/13/2021	Sheriff - Office	1111-1221-33-1660C	26.09
Quik Corporation	13783988	01/13/2021	Sheriff - Office	1111-1221-33-1660C	472.47
Quik Corporation	13786897	01/13/2021	Sheriff - Office	1111-1221-33-1660C	185.28
Quik Corporation	13790645	01/13/2021	Sheriff - Office	1111-1221-33-1660C	405.98
Quik Corporation	13864404	01/15/2021	Sheriff - Office	1111-1221-33-1660C	23.45
Quik Corporation	13864404	01/15/2021	Sheriff - Office	1111-1221-33-1660C	10.95
Quik Corporation	13864404	01/15/2021	Sheriff - Office	1111-1221-33-1660C	6.60
Quik Corporation	13864404	01/15/2021	Sheriff - Office	1111-1221-33-1660C	62.04
Quik Corporation	13866138	01/15/2021	Sheriff - Office	1111-1221-33-1660C	20.97
Quik Corporation	13866138	01/15/2021	Sheriff - Office	1111-1221-33-1660C	71.38
Dal-Tone Services, L.P.	210313904	02/02/2021	Sheriff - Satellite Services	1111-1221-33-16010	118.24
Quik Corporation	13359952	02/03/2021	Sheriff - Office	1111-1221-33-1660C	63.72
Pied Propane Operating	05673269	02/03/2021	Sheriff - Fuel	1111-1221-33-17061	1,599.10
Quik Corporation	1272318	02/03/2021	Sheriff - Credit Memo	1111-1221-33-1660C	5.10
Nardis, Inc	0204054-IN	02/09/2021	Sheriff - Uniforms	1111-1221-33-1656C	17.00
Nardis, Inc	0204054-IN	02/09/2021	Sheriff - Uniforms	1111-1221-33-1656C	109.50
Nardis, Inc	0204054-IN	02/09/2021	Sheriff - Uniforms	1111-1221-33-1656C	109.50
O'Reilly Auto Parts	0568-416665	02/09/2021	Sheriff - Parts	1111-1221-33-17061	71.15
Carlos D. Villarreal	1447	02/10/2021	Sheriff - Tire Repairs	1111-1221-33-17061	15.00
Evident, Inc	176981A	02/10/2021	Sheriff - Water Bags	1111-1221-33-1660C	490.00
Russell True Value	470857	02/10/2021	Sheriff - Supplies	1111-1221-33-1660C	128.97
O'Reilly Auto Parts	0568-417153	02/11/2021	Sheriff - Parts	1111-1221-33-17061	30.35
O'Reilly Auto Parts	0568-417278	02/11/2021	Sheriff - Parts	1111-1221-33-17061	20.71
Carlos D. Villarreal	2140	02/12/2021	Sheriff - Tire Repairs	1111-1221-33-17061	15.00
Thompson Fire Center	0035224	02/22/2021	Sheriff - Tire Repairs	1111-1221-33-17061	12.00
Gerrard B. Walker	15764	02/22/2021	Sheriff - Renewal	1111-1221-33-16010	150.00
Russell True Value	171227	02/24/2021	Sheriff - Supplies	1111-1221-33-1660C	24.44
Department 1221 - Sheriff Total:					7,495.02

Department: 1223 - Other County Expenditures

Texas Commission On Environ	12/31/2020	12/31/2020	Cont - Onsite Fees	1111-1223-30-1682C	90.00
Quik Corporation	14212182	01/28/2021	Sheriff - Office	1111-1223-30-1651C	193.88
Wilson County Treasury	21-20-1240	02/03/2021	Autopsy - Tarron	1111-1223-30-1678C	1,500.00
Guadalupe R. Rodriguez	21-004-CR	02/03/2021	CC - Misd. Rodriguez	1111-1223-31-1678C	570.00
Guadalupe R. Rodriguez	21-007-CR	02/03/2021	CC - Misd. Rodriguez	1111-1223-31-1678C	570.00
Esser & Company	CR- #1 & #2	02/10/2021	Admin Fees	1111-1223-30-1723C	36,225.75
Ortiz & Ortiz, P.C.	17-144-CR	02/22/2021	CC - Misd. Ortiz	1111-1223-31-1678C	250.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Ortiz & Ortiz, PC	17-472 CR	02/22/2021	CC - Misc - Ortiz	1111-1223-31-16780	250.00
Natasha A. Torres	18-331 CR	02/22/2021	CC - Misc - Torres	1111-1223-31-16780	250.00
Natasha A. Torres	18-076 CR	02/22/2021	CC - Misc - Torres	1111-1223-31-16780	250.00
Natasha A. Torres	20-020 CR	02/22/2021	CC - Misc - Torres	1111-1223-31-16780	450.00
Guadalupe R. Rodriguez	2020-0074 CCL	02/22/2021	CC - CPS - Rodriguez	1111-1223-31-16780	984.00
Texas Social Security Program	9291826-02/23/2021	02/23/2021	Cont. Assessment Fee	1111-1223-30-16820	42.00
Abner Martinez	03/01/2021	03/01/2021	Surveyor - March Rent	1111-1223-30-16710	100.00
Quad Counties Council On Air	03/01/2021	03/01/2021	March Allocation	1111-1223-35-17220	15,000.00
Department 1223 - Other County Expenditures Total:					56,926.63
Department: 1225 - Road & Bridge Precinct 1					
DialTone Services, L.P.	210314055	02/02/2021	Pct 1 - Satellite Services	1222-1225-34-17000	23.13
Thompson Tire Center	0035173	02/04/2021	Pct 1 - Tire Repairs	1222-1225-34-17000	12.00
O'Reilly Auto Parts	0568-416878	02/10/2021	Pct 1 - Battery	1222-1225-34-17000	228.40
Home Depot Dept 32-254092	1011274	02/10/2021	Pct 1 - Supplies	1222-1225-34-17000	148.42
Thompson Tire Center	0035195	02/11/2021	Pct 1 - Tire Repairs	1222-1225-34-17000	65.00
David Medina	02/11/2021	02/11/2021	Pct 1 - Meals	1222-1225-34-16200	28.00
Carlos Elguetaba	02/11/2021	02/11/2021	Pct 1 - Meals	1222-1225-34-16200	28.00
O'Reilly Auto Parts	0568-417214	02/11/2021	Pct 1 - Parts	1222-1225-34-17000	13.86
O'Reilly Auto Parts	0568-417453	02/12/2021	Pct 1 - Material	1222-1225-34-17000	26.01
City of Del Rio	329359	02/12/2021	Pct 1 - Landfill	1222-1225-34-17000	1.35
Russell True Value	470945	02/12/2021	Pct 1 - Supplies	1222-1225-34-17000	16.58
O'Reilly Auto Parts	0568-418728	02/14/2021	Pct 1 - Parts	1222-1225-34-17000	35.33
Unifirst Corporation	8232796596	02/22/2021	Pct 1 - Uniforms/Supplies	1222-1225-34-17000	37.20
Carlos Elguetaba	02/23/2021	02/23/2021	Pct 1 - Meals	1222-1225-34-16200	28.00
David Medina	02/23/2021	02/23/2021	Pct 1 - Meals	1222-1225-34-16200	28.00
Department 1225 - Road & Bridge Precinct 1 Total:					719.28
Department: 1226 - Road & Bridge Precinct 2					
DialTone Services, L.P.	210314038	02/02/2021	Pct 2 - Satellite Services	1222-1226-34-17000	59.15
Val Verde County Tax A/C - Aut	4410070WY8A32	02/03/2021	Pct 2 - Inspection	1222-1226-34-17000	7.50
Cone & Mammert	9679839	02/06/2021	Pct 2 - Parts	1222-1226-34-17000	485.68
Pico Propane Operating	06673258	02/08/2021	Pct 2 - Fuel	1222-1226-34-17000	45.00
Valarreal's Express Lube	063322	02/10/2021	Pct 2 - Inspection	1222-1226-34-17000	7.00
Val Verde County Tax A/C - Aut	4410070WY8A32	02/10/2021	Pct 2 - Inspection	1222-1226-34-17000	7.50
Pro Auto Supply	499343	02/23/2021	Pct 2 - Parts	1222-1226-34-17000	7.42
Valarreal's Express Lube	063354	02/13/2021	Pct 2 - Inspection	1222-1226-34-17000	7.00
Val Verde County Tax A/C - Aut	4410070WY8A32	02/23/2021	Pct 2 - Inspection	1222-1226-34-17000	7.50
Red River Waste Solutions	0005793701	02/25/2021	Pct 2 - Trash Pickup	1222-1226-34-17000	385.53
Department 1226 - Road & Bridge Precinct 2 Total:					1,019.28
Department: 1227 - Road & Bridge Precinct 3					
DialTone Services, L.P.	210313995	02/02/2021	Pct 3 - Satellite Phones	1222-1227-34-17000	59.15
Pro Auto Supply	499343	02/11/2021	Pct 3 - Parts	1222-1227-34-17000	94.35
Valarreal's Express Lube	063328	02/23/2021	Pct 3 - Oil Change	1222-1227-34-17000	89.95
Pro Auto Supply	499367	02/23/2021	Pct 3 - Parts	1222-1227-34-17000	13.37
Unifirst Corporation	8232796786	02/23/2021	Pct 3 - Uniforms/Supplies	1222-1227-34-17000	34.74
Russell True Value	471273	02/24/2021	Pct 3 - Supplies	1222-1227-34-17000	16.98
Department 1227 - Road & Bridge Precinct 3 Total:					318.54
Department: 1228 - Road & Bridge Precinct 4					
O'Reilly Auto Parts	0568-416917	02/10/2021	Pct 4 - Parts	1222-1228-34-17000	21.96
Russell True Value	470876	02/10/2021	Pct 4 - Supplies	1222-1228-34-17000	137.94
Pro Auto Supply	499145	02/10/2021	Pct 4 - Parts	1222-1228-34-17000	125.38
F.J. Moore Lumber	501080	02/10/2021	Pct 4 - Supplies	1222-1228-34-17000	71.94
Lone Star Tire & Wheel	255	02/11/2021	Pct 4 - Tire Repairs	1222-1228-34-17000	12.00
Russell True Value	470897	02/11/2021	Pct 4 - Supplies	1222-1228-34-17000	39.98
F.J. Moore Lumber	501223	02/12/2021	Pct 4 - Supplies	1222-1228-34-17000	55.60
McCoy's	8861022	02/12/2021	Pct 4 - Supplies	1222-1228-34-17000	41.00
F.J. Moore Lumber	501324	02/19/2021	Pct 4 - Materials	1222-1228-34-17000	73.52
Pro Auto Supply	499724	02/22/2021	Pct 4 - Parts	1222-1228-34-17000	80.51
McCoy's	8861151	02/22/2021	Pct 4 - Materials	1222-1228-34-17000	18.80
Relius Equipment Solutions, L.L.C.	922151	02/23/2021	Pct 4 - Parts	1222-1228-34-17000	271.42

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Red River Waste Solutions	000579370.1	02/28/2021	Pct 4 - Trash Pickup	1222 1228 34 17000	455.00
Department 1228 - Road & Bridge Precinct 4 Total					1,409.11
Department: 1230 - 83rd District Court					
CDW Government Inc	5314634	12/20/2020	83rd Copier	1111-1230-31 16000	495.71
Quill Corporation	14842756	01/15/2021	83rd Office	1111 1230 31 16000	90.24
Quill Corporation	14245790	01/29/2021	83rd Office	1111 1230 31 16000	42.48
Quill Corporation	13863739	02/10/2021	83rd Office	1111 1230-31 16000	42.39
Quill Corporation	13864739	02/10/2021	83rd Office	1111-1230 31 16000	37.06
Quill Corporation	13863739	02/10/2021	83rd Office	1111-1230-31 16000	16.01
Quill Corporation	13863739	02/10/2021	83rd Office	1111 1230-31-16000	33.17
Department 1230 - 83rd District Court Total					647.05
Department: 1231 - Risk Management					
Quill Corporation	14102885	01/26/2021	RM Office	1111 1231 30 16000	417.56
Department 1231 - Risk Management Total					417.56
Department: 1233 - Constable 1					
Dionicio Trepanier III	037072021	03/02/2021	Const 1 Meals/Mileage	1111-1233 33-16200	640.00
Department 1233 - Constable 1 Total:					640.00
Department: 1234 - Constable 2					
Daniel Reyes Jr	037072021	03/02/2021	Const 2 Meals/Mileage	1111 1234 33 16200	640.00
Department 1234 - Constable 2 Total:					640.00
Department: 1248 - Human Resources					
Quill Corporation	14090891	01/25/2021	HR Office	1111 1248 30 16000	31.49
Quill Corporation	14090891	01/25/2021	HR Office	1111 1248 30 16000	50.39
Quill Corporation	14090891	01/25/2021	HR Office	1111 1248 30-16000	23.98
Quill Corporation	14090891	01/25/2021	HR Office	1111-1248-30-16000	4.14
Quill Corporation	14090891	01/25/2021	HR Office	1111 1248-30-16000	39.09
Quill Corporation	14155573	01/27/2021	HR Office	1111-1248 30 16000	313.17
Quill Corporation	14278163	02/01/2021	HR Office	1111 1248 30 16000	99.98
Department 1248 - Human Resources Total:					562.23
Department: 1250 - District Attorney					
Quill Corporation	14401838	02/02/2021	DA Office	1111-1250 31 16001	32.28
Quill Corporation	14401838	02/02/2021	DA Office	1111-1250-31-16001	15.19
Quill Corporation	14417833	02/02/2021	DA Office	1111-1250-31 16001	123.81
Quill Corporation	14420362	02/02/2021	DA Office	1111 1250 31 16001	82.78
National Business Furniture	CW012908	02/08/2021	DA Cap Exp - Furniture	1712-1250 40 16400	1,975.50
National Business Furniture	CW012908	02/08/2021	DA Cap Exp - Furniture	1712 1250 40 16400	2,132.10
National Business Furniture	CW012908	02/08/2021	DA Cap Exp - Furniture	1712-1250 40 16400	431.10
Cannon Graphics	18189	02/11/2021	DA Supplies	1111-1250 31 16001	309.50
Cannon Graphics	18189	02/11/2021	DA Supplies	1111 1250-31 16001	267.17
Cannon Graphics	18189	02/11/2021	DA Supplies	1111 1250 31 16001	175.10
Department 1250 - District Attorney Total					5,544.72
Department: 1300 - Non-Departmental Expense					
Texas Association Of Counties	30991	12/15/2020	Insurance	1111 1300 30 17265	155,014.00
Department 1300 - Non-Departmental Expense Total:					155,014.00
Department: 1601 - Reimbursing CO 2021					
Millennium Engineers Group	21 02-0003	02/15/2021	Frontier Rd - Project Mgt Srv	1111-1601-00 27075	4,527.00
Department 1601 - Reimbursing CO 2021 Total:					4,527.00
Department: 3900 - Court Costs					
Val Verde County Child Welfare	02/11/2021	02/11/2021	Jst Clerk - Jury Donations	3555 3900-00 16000	80.00
Department 3900 - Court Costs Total:					80.00
Department: 4444 - 4444					
Washington National Ins Co	22095321	02/02/2021	Insurance	1444-4444-31-12070	7,782.00
Texas County & District Retire	0N0005932	02/05/2021	Retirement (County)	1444 4444 30 12130	82,262.29
Texas County & District Retire	0N0005962	02/11/2021	Retirement (County)	1444-4444 30 12130	81,944.36
Waco Life Insurance Company	03701721	03/01/2021	Insurance	1444 4444 31 12070	26.00
Department 4444 - 4444 Total:					172,014.71

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 9111 - Emergency					
Scientific Resources Southwes	20433	01/29/2021	Co Judge COVID19 - freezer	1111-9111-30-01232	12,709.00
Department 9111 - Emergency Total:					12,709.00
Grand Total:					494,882.27

Report Summary

Fund Summary

Fund	Expense Amount
1111 General Fund	297,501.05
1178 Tax Note 2016	14,175.50
1222 Balance Road & Bridge	1,466.21
1444 Payroll Clearing County	172,014.71
1712 State Forfeiture - Law	4,518.70
1724 Court Reporter	96.00
1725 Court House Security	50.00
2000 Grants	2,950.10
3550 District Clerk's Department	80.00
Grand Total	494,882.27

Account Summary

Account Number	Account Name	Expense Amount
1111 1200-30-16000	County Judge - Office Sup	462.06
1111 1200-30-16420	County Judge - Emergency	56.91
1111 1201-30-16000	County Clerk - Office Sup	1,706.89
1111 1201-30-16305	County Clerk - Copiers	569.14
1111 1203-30-76370	Veterans Office - Materials	201.34
1111 1204-31-16000	33rd District Court - CM	11.03
1111 1206-31-16200	Judge of the Peace #1	14.35
1111 1207-31-16200	Judge of the Peace #2	14.34
1111 1208-31-16200	Judge of the Peace #3	200.00
1111 1209-31-16000	Judge of the Peace #4	3.95
1111 1209-31-16200	Judge of the Peace #5	4.03
1111 1210-31-16413	Court At Law - Software	4,000.00
1111 1212-30-16000	County Auditor - Office Sup	197.00
1111 1213-30-16200	County Treasurer - Travel	200.00
1111 1214-30-16000	Tax Assessor - Office Sup	504.81
1111 1216-30-16000	Purchasing Department	16.99
1111 1217-30-16202	County Agent - Travel	240.00
1111 1218-30-16000	County Library - Office Sup	278.14
1111 1218-30-16415	County Library - Copiers	275.95
1111 1218-30-16421	County Library - Copiers	127.54
1111 1218-30-16680	County Library - Books	318.62
1111 1219-33-16000	Rural Fire & EMS - Office	262.47
1111 1219-33-16480	Rural Fire & EMS - Costs	325.00
1111 1220-37-16000	Parks and Building Maint	110.11
1111 1220-37-16311	Parks and Building Maint	214.80
1111 1220-37-16430	Parks and Building Maint	6,267.71
1111 1220-37-16400	Parks and Building Maint	5,350.00
1111 1220-37-16480	Parks and Building Maint	217.00
1111 1220-37-16503	Parks and Building Maint	8,126.45
1111 1220-37-16520	Parks and Building Maint	26,650.94
1111 1221-33-16010	Sheriff's Department	268.20
1111 1221-33-16560	Sheriff's Department	236.36
1111 1221-33-16600	Sheriff's Department	5,226.46
1111 1221-33-17061	Sheriff's Department - A	1,763.31
1111 1221-30-16510	Other - Inventory	194.88
1111 1221-30-16710	Other - Surveyor Post	100.00
1111 1221-30-16760	Other - Autopsy and Lab	1,200.00
1111 1221-30-16870	Other - Contingency	152.38
1111 1221-30-17210	County Administration	46,220.00
1111 1221-31-16780	Other - Attorney Fees	1,574.00
1111 1221-35-17220	Other - Family Services	15,660.00
1111 1230-31-16000	33rd District Court - CM	617.73
1111 1231-30-16000	Risk Management - CM	417.56
1111 1233-33-16200	Constable Police - Travel	630.00

Expense Approval Report

Account Summary		
Account Number	Account Name	Expense Amount
1111 1234 33 16200	Constable Pct. #2 - 1111	640.00
1111 1248 30 16000	Human Resources - 1111	562.24
1111 1250 31 16001	District Attorney - 1111	1,006.02
1111 1300 30 17265	Non-Departmental - 1111	155,014.00
1111 1601 00 27075	Frontiera Rd Project	4,527.00
1111 9111 30 01242	Vaccine Distribution - 1111	12,709.00
1178 1111 34 16006	Pay Note 2016 - 1111	14,175.50
1222 1225 34 16200	Road and Bridge Pct. #1	112.00
1222 1225 34 17000	Road and Bridge Pct. #1	607.28
1222 1226 34 17000	Road and Bridge Pct. #2	1,019.28
1222 1227 34 17000	Road and Bridge Pct. #4	318.54
1222 1228 34 17000	Road and Bridge Pct. #3	1,409.11
1444 4444 30 12140	A/P Retirement	164,206.65
1444 4444 31 12070	A/P Insurance	7,808.06
1712 1250 40 16400	State Forfeiture - 1111	4,538.70
1724 1111 31 16000	Court Reporter - 1111	96.00
1725 1111 30 16000	Court House Security - 1111	60.00
2966 1083 31 26170	CO# 3527803 - 1111	2,775.00
2966 1083 31 26360	CO# 3527803 - 1111	175.10
3555 3900 00 16000	District Clerk Court Costs	80.00
Grand Total		494,882.27

Project Account Summary	
Project Account Key	Expense Amount
None	494,882.27
Grand Total	494,882.27



Fund Balance Report

As of 02/25/2021

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
1101 General Fund	1,468,472.11	14,960,645.86	7,992,470.17	12,676,612.87
1102 SL 175	76,049.16	2.56	1.54	76,051.72
1134 Library Construction	149,816.32	0.00	11,433.06	138,383.26
1170 Tax Note 2015	1,359.07	0.10	1,374.17	0.00
1175 Tax Note 2016	1,63,811.66	8.46	114,445.07	149,776.25
1201 Bureau Road Bridge	71,743.62	1,367,635.61	477,670.61	408,239.47
1333 Management & Planning	112,670.36	1,911,712.11	719,574.12	587,236.25
1400 Health & Community Center	511,176.47	5,375,734.03	4,417,555.14	439,527.11
1401 Technology Fund - Health	11,478.58	255.07	0.00	15,143.25
1402 Technology Fund - Health	12,063.03	248.08	0.00	17,961.11
1403 Technology Fund - Health	11,638.09	110.42	0.00	17,748.51
1404 Technology Fund - Health	6,070.13	335.43	0.00	6,405.56
1405 Dist Clerk - County Attorney	1,334,966	126.26	0.00	23,566.86
1406 Dist Clerk - County Attorney	1,334,966	126.26	0.00	14,729.71
1407 Technology Fund - District Clerk	25,145	256.14	0.00	712.34
1408 County Archivist - District Clerk	14,180.29	1,568.16	4,698.12	17,170.33
1409 Management & Planning - District Clerk	6,119.66	41,612.59	1,724.17	124,316.12
1410 Open - County	0.00	0.00	0.00	0.00
1411 Management & Planning - District Clerk	2,450.39	1,215.47	4,623.16	26,621.84
1412 State Architecture Fund	1,015.43	17.14	1,538.71	71,501.75
1413 Health - USA	43,109.32	60.12	1.00	43,178.34
1414 County Archivist - District Clerk	1,853.16	1,011.27	0.00	12,454.41
1415 Management & Planning - District Clerk	23,913.30	916.30	0.00	26,829.60
1416 County Archivist - District Clerk	33,129.27	1,427.06	0.00	36,656.33
1417 State Architecture Fund	3,645.68	9.18	0.00	5,912.84
1418 Architecture Fund	10,997.51	25.20	6,878	16,147.71
1419 Architecture Fund	1,745.49	7.31	0.00	4,752.81
1420 State Archivist	1,194.34	15.11	0.00	10,209.01
1421 Bridge 19 - Tax A - 19	2.11	0.00	0.00	2.11
1422 Bridge 20 - Tax A - 20	1,787.14	12,431.70	0.00	29,638.84
1423 Vehicle Fund - Tax A - 20	0.00	0.00	0.00	0.00
1424 Fuel Fund	23,886.48	5,433.50	11,565.43	20,074.07
1425 Court House Security Fund	27,491.56	1,245.83	157.17	34,537.36
1426 Court House Security Fund	1,095.35	510.32	526.00	5,074.67
1427 Court House	5,703.57	7,119.71	11,043.81	11,617.47
1428 Court House	210.39	8,142.54	0.00	13,353.32
1429 Court House	1.45	0.00	0.00	1.45
1430 Court House	861.57	22.53	0.00	8,011.11
1431 Settlements - District Attorney	91,234.18	116.73	0.00	95,385.91
1432 Law Program Fund	31,111.42	5,188.14	451.75	37,046.71
1433 JCOFF - Constable #3	1,609.90	0.11	0.00	4,617.01
1434 HQT Fund	76,141.51	21,989.24	3,687.78	94,262.94
1435 HQT Fund - City	175,513.46	5,433.14	0.00	111,938.71
1436 2019 Certificate of Deposit	3,713.58	8.56	1,170.00	5,512.17
1437 Settlement Fund - Sheriff	1,705.92	0.17	0.00	4,713.74
1438 Annual Fund - Sheriff	0.00	0.00	0.00	0.00
1439 Tower Lease - Sheriff	1,970.27	1,611.68	0.00	8,781.95
1440 Tower Lease - Sheriff	75.54	0.12	0.00	75.71
1441 San Felipe Pasture Fund	37,182.99	46.16	0.00	40,329.15
1442 Financial Integrity Fund	50,585.09	77.11	0.00	50,662.20
1443 State Reserves Fund	13,402.87	20.03	3,340.00	12,032.90
1444 USDA Park Improvement	74,087.65	14,119.30	0.00	88,206.95
1445 2019 Revenue Note	21,338.44	32.13	0.00	21,370.57
1446 County Administration Fund	35,974.18	40.36	23,119.17	12,885.27

Fund Balance Report

As Of 02/25/2021

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
1811 - Office of the Auditor	2,500.00	0.00	0.00	2,500.00
1812 - County Projects	2,714,459.05	601,224.93	218,149.82	3,107,534.16
1813 - South West Bridge Improvement	26,402.63	0.00	0.00	26,402.63
1814 - Frontiera Road Project	0.00	0.00	0.00	0.00
1815 - Technology Fund	0.00	0.00	0.00	0.00
1816 - Others	0.00	0.00	0.00	0.00
Report Total	11,071,570.58	23,627,444.33	15,025,975.86	19,673,039.05

Val Verde County

901 Bedell Ave. Ste. A
Del Rio, TX 78840

Matthew S. Weingardt, CPA

Phone: 830.774.7581
Fax: 830.775.9193

Please list the corrective action for finding # listed below in the space provided.

Department:	County Court at Law	Finding #	2
Vendor	<u>Business Information Systems,</u>		
Date	<u>12/20/2020</u>		
Invoice #	<u>80236</u>		
No PO	<u>✓</u>		
This purchase is not in accordance with LGC 113.901 - Requirement of requisition approval and signature before making a purchase.			

Corrective Action

2/9/2021
Date


Elected Official/Department Head

Please return this form along with the signed invoice to our office as soon as possible.

RECEIVED

COUNTY AUDITORS OFFICE

BUSINESS INFORMATION SYSTEMS, INC
1350 NE 56th Street Suite 300
Fort Lauderdale, FL 33334 US
+1 8008347674
AP@bisdigital.com
www.bisdigital.com



BILL TO
Val Verde County
400 Pecan Street 2nd Floor
Del Rio, TX 78840

SHIP TO
Val Verde County
400 Pecan Street 2nd Floor
Attn: Sergio Gonzalez
Del Rio, TX 78840

INVOICE 80236

DATE 12/20/2020 TERMS Due on receipt

DUE DATE 12/20/2020

SHIP VIA
MNT

START DATE
12/20/2020

END DATE
12/19/2021

CONTRACT / PO #
VAL600-M-50010407

QTY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	MNT-R-DCR	#21 12 A 66526 M-50010407 Renewal Contract BIS Digital Recording System Maintenance (see agreement for equipment list)	4 000.00	4 000.00

TOTAL DUE

\$4,000.00

Copy Rebecca Johnson
and Rebecca Johnson on a high level

RECEIVED

QUINCY HILL GERS OFFICE

Dear Val Verde County, TX M-50010407.

Just a reminder that we have not received a payment for this invoice yet. Let us know if you have questions

Thanks for your business'
BUSINESS INFORMATION SYSTEMS, INC

Bill to Val Verde County
400 Pecan Street, 2nd Floor
Del Rio, TX 78840

Ship to Val Verde County
400 Pecan Street, 2nd Floor
Att Sergio Gonzalez
Del Rio, TX 78840

Ship via MNT

Terms Due on receipt

Start date 12/20/2020

End date 12/19/2021

Contract / po # VAL600-M-50010407

MNT-R-DCR \$4,000.00

Val Verde County
Del Rio, TX 78840

1 x \$4,000.00

1 x \$4,000.00

Balance due \$4,000.00

Pay invoice

1 x \$4,000.00

[Privacy](#) [Security](#) [Terms of Service](#)

Val Verde County



901 Bedell Ave. Ste. A
Del Rio, TX 78840

Matthew S. Weingard, CPA

Phone: 830-774-7584
Fax: 830-775-9195

Please list the corrective action for findings listed below in the space provided

Department: COUNTY CLERK

Finding #10

Government Forms & Supplies

Vendor

10/01/2020

Date

023896

Invoice #

No PO#

✓

This purchase is not in accordance with CSC 113.001 - Requirement of requisition approval and signature before making a purchase

We have a PO issued before an invoice is received

2/22/21

Date

A handwritten signature in cursive script, reading "Generosa G. Ramon".

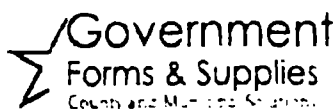
GENEROSA G. RAMON

Elected Official/Department Head

Please return this form along with the signed invoice to our office as soon as possible

RECEIVED

COUNTY AUDITORS OFFICE



INVOICE DATE 09/30/2020 INVOICE 0323896

PLEASE PAY FROM THIS INVOICE AND INCLUDE INVOICE NUMBER ON REMITTANCE

GOVERNMENT FORMS AND SUPPLIES

P.O. BOX 3290

SAULS CITY, IA 51103

SHIP DATE

09/30/2020

TERMS

Net 30 Days

Val Verde County Clerk
400 Pecan St 1st FL
Del Rio TX 78840

Val Verde County Clerk
400 Pecan St 1st FL
Del Rio TX 78840

Joe Greer		Melissa		024724	Plant	Bestway	
ITEM CODE	QUANTITY	DESCRIPTION			UNIT PRICE	UNIT	EXTENSION
525-73530	10	35" Germ Shield Protector			150.00	EA	1 500 00

RECEIVED

Freight

200 00

Sales Tax

00

Payment is due 30 days after arrival of goods. Payment in full is due within 30 days of order date. There will be a 1.5% late charge for late payment.

PAY THIS AMOUNT
1 700 00

SOLD TO

920055
Val Verde County Clerk
400 Pecan St 1st FL
Del Rio TX 78840

PLEASE ENCLOSE
THIS REMITTANCE
RECEIPT WITH
YOUR PAYMENT

GOVERNMENT FORMS AND SUPPLIES
P.O. BOX 3290
SAULS CITY, IA 51103 3290

Invoice Number	0323896
Invoice Date	09/30/2020
Invoice Total	1,700 00

Val Verde County



901 Bedell Ave. Ste. A
Del Rio, TX 78840

Matthew S. Weingard, CPA

Phone: 830-774-7584
Fax: 830-775-9198

Please list the correct action for findings listed below in the space provided.

Department: COUNTY CLERK

Finding #9

FED EX

Vendor:

1/28/2021

Date:

7-259-71949

Invoice #

No PO#

1

The purchase must be in accordance with 104.113-901. Requirement of requisition approval and signature before making a purchase.

Do not issue a blanket PO at the beginning of the budget year in order to have a PO in place before an invoice is received.

RECEIVED

Date

COUNTY AUDITORS OFFICE

GENEROSA G. RAMON

Elected Official, Department Head

Please return this form along with the signed invoice to our office as soon as possible.



Invoice Number	Invoice Date	Account Number	Page
7-259-71949	Jan 28, 2021	3054-3037-4	1 of 2

ALVERDE TX 78448-1011

Billing Address
VALVERDE COUNTY CLERK
301 N BEDDLE AVE STE 2
DEL RIO TX 78840-4771

Shipping Address
VALVERDE COUNTY CLERK
411 E LAMAR ST
DEL RIO TX 78840-4771

Invoice Questions?
Contact FedEx Revenue Services
Phone: 800 645 5424
M-F 7 E 5P CST
Internet: fedex.com/usgovt

Invoice Summary

FedEx Express Services

Total Charges USD \$5.43
TOTAL THIS INVOICE USD \$5.43

Other discounts may apply.

To pay via FedEx bill, please go to www.fedex.com/payment for
payment instructions.

Account Summary as of Jan 28, 2021

Previous Balance 0.00
Payments 0.00
Adjustments 0.00
New Charges 5.43

New Account Balance \$5.43

RECEIVED

FEB 10 2021

COUNTY CLERK'S OFFICE

Detailed descriptions of surcharges can be located at fedex.com

Invoice Number	Invoice Amount	Account Number	Account Balance
7-259-71949	USD \$5.43	3054-3037-4	USD \$5.43

Remittance Advice

Your payment is due by Mar 14, 2021

725971949500000054393054303742000000543900000054390

00000000

VALVERDE COUNTY CLERK
VALVERDE COUNTY CLERK
DEL RIO TX 78840-4771



00000000
ALVERDE TX 78448-1011
PA 15260-7467



00000000

Invoice Number	Invoice Date	Account Number	Page
7-259-71949	Jan 28, 2021	3054-3037-4	2 of 2

FedEx Express Shipment Detail By Payor Type (Original)

Ship Date: Jan 20, 2021

Cust. Ref.: NO REFERENCE INFORMATION

ReLSZ

Payor: Third Party

Ref 53:

• *Chlorophyll a* and *Chlorophyll b* contents were determined by spectrophotometry using the method of Lichtenthaler and Whistler (1987).

Адрес:	
Имя:	
Фамилия:	
Почта:	

Sender:

Recipient
 Mr. J. J. Jones
 1234 Main St.
 Springfield, IL 62761

[illegible]

Total Charge

USE

Third Party Subtotal

USD

Total FedEx Express

USD

5 16
0 27
25 0

25 26

\$5.43
\$5.43

7/10/1941

FedEx® Billing Online

FedEx Billing Online allows you to efficiently manage and pay your FedEx invoices online. It's free, easy and secure. FedEx Billing Online helps you streamline your billing process. With all your FedEx shipping information available in one secure online location, you never have to worry about misplacing a paper invoice or sifting through reams of paper to find information for past shipments. Go to fedex.com to sign up today!

Val Verde County

901 Bude Ave. Ste. A
Del Rio, TX 78840

Matthew S. Weingard, CPA

Phone: 830.774.7584
Fax: 830.775.3124

Please print corrective action identified by the auditor in the space below.

Department: County Court at Law

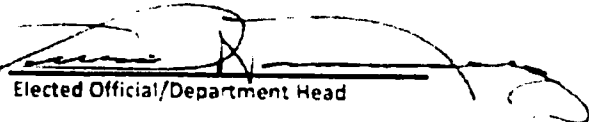
Finding # 2

Vendor	<u>Business Information Systems</u>
Date	<u>12/20/2020</u>
Invoice #	<u>80236</u>
No PO	<u>✓</u>
This purchase is not in accordance with LGC 113.901 - Requirement of requisition approval and signature before making a purchase.	

Corrective Action

--

2/9/2021
Date


Elected Official/Department Head

Please return this form along with the signed invoice to our office as soon as possible.

RECEIVED

COUNTY AUDITORS OFFICE

BUSINESS INFORMATION SYSTEMS, INC

1350 NE 58th Street Suite 201
Fort Lauderdale, FL 33304 US
Tel: 8008347674
AP@bisdigital.com
www.bisdigital.com



BILL TO

Val Verde County
400 Pecan Street 2nd Floor
Del Rio, TX 78840

SHIP TO

Val Verde County
400 Pecan Street 2nd Floor
Attn: Sergio Gonzalez
Del Rio, TX 78840

INVOICE 80236

DATE 12/20/2020 **TERMS** Due on receipt

DUE DATE 12/20/2020

SHIP VIA
MNT

START DATE
12/20/2020

END DATE
12/13/2021

CONTRACT / PO #
VAL600-M-50010407

QTY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	MNT-R-DCR	#2* 12 A 68526 M 50010407 Renewal Contract BIS Digital Recording System Maintenance (see agreement for equipment list)	4,000.00	4,000.00

TOTAL DUE

\$4,000.00

Copy Received
and received in the budget office

RECEIVED

CULTURAL AFFAIRS OFFICE

Dear Val Verde County, TX.M-50010407

Just a reminder that we have not received a payment for this invoice yet. Let us know if you have questions.

Thanks for your business!

BUSINESS INFORMATION SYSTEMS, INC.

Bill to	Val Verde County 400 Pecan Street, 2nd Floor Del Rio, TX 78840
----------------	--

Ship to	Val Verde County 400 Pecan Street, 2nd Floor Attn: Sergio Gonzalez Del Rio, TX 78840
----------------	---

Ship via	MNT
-----------------	-----

Terms	Due on receipt
--------------	----------------

Start date	12/20/2020
-------------------	------------

End date	12/19/2021
-----------------	------------

Contract / po #	VAL600-M-50010407
------------------------	-------------------

MNT-R-DCR

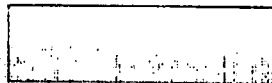
\$4,000.00

Amount Due: \$4,000.00

* X \$: 100.00

Balance due \$4,000.00

[Pay invoice](#)



[Privacy](#) [Security](#) [Terms of Service](#)

Val Verde County

101 Broadview
P.O. Box 1000

Marathon, TX 79401-0001

Phone: 325-774-7504
Fax: 325-774-7508

Fee: \$10.00 (for each finding) (to be paid by the auditor)

Department	Tax Office	Finding #	2
Vendor	Texas Community Bank		
Date			
Invoice #	218		
No. PG	1		

This purchase is not in accordance with ISO 113-401 - Requirement of resolution approval and signature before making a purchase

Corrective Action

Review of the process

9-11-2021
Date

Elidia Garcia
Elected Official/Department Head

Please return this form along with the signed invoice to our office as soon as possible

RECEIVED

COUNTY AUDITORS OFFICE

PO 66363

TO :

RE :

State of Texas Department of Transportation
Austin, Texas

DATE :

BY :

Signature

RECEIVED

COUNTY AUDITORS OFFICE

For the County of ...
...

Clodia Garcia

TOTAL \$ 210.94

Val Verde County

901 Bedford Ave. Ste. A
Dallas, TX 75210

Matthew S. Wengard, CPA

Phone: 830-774-7584
Fax: 830-775-2108

Invoice # _____ Date _____

Department:	Tax Office	Finding #	3
Vendor	Texas Community Bank		
Date	_____		
Invoice #	217		
No PO	✓		
This purchase is not in accordance with LCC 115.901. Requires contract and approval and signature before making a purchase.			

Corrective Action

Fixing the process

8-11-2021
Date

Evelyn Garcia
Elected Official/Department Head

Please return this form along with the signed invoice to our office as soon as possible

RECEIVED

COUNTY AUDITORS OFFICE

PO 66363

DESCRIPTION

AMOUNT

RECEIVED

COUNTY AUDITORS OFFICE

Reodia Garcia

TOTAL \$ 153.87

#23

**A RESOLUTION OPPOSING
SB 656 INTRODUCED BY
TEXAS SENATOR ROLAND GUTIERREZ
RELATING TO CREATION OF THE VAL VERDE GROUNDWATER
CONSERVATION DISTRICT**

WHEREAS, on March 3, 2021, the Val Verde County Commissioners Court met in regular session; and

WHEREAS, the Val Verde County Commissioners Court is desirous to oppose a bill that allows the creation of the Val Verde County Groundwater Conservation District; and

WHEREAS, Val Verde County Commissioners Court finds that creation of the Val Verde Groundwater Conservation District would not be in the best interest of the residents of Val Verde County, Texas; and

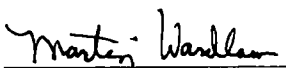
WHEREAS, Texas Senator Roland Gutierrez introduced SB 656 to achieve the above stated goals of Val Verde County, Texas; and

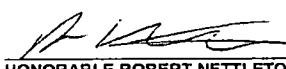
**NOW, THEREFORE, BE IT RESOLVED BY
THE VAL VERDE COUNTY COMMISSIONERS COURT:**

Section 1. The members of this honorable body, both individually and collectively, do not hereby support SB 656 relating to creation of the Val Verde Groundwater Conservation District.

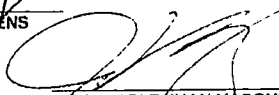
Section 2. The County Clerk of this Commissioners Court shall transmit a copy of this Resolution to the Honorable Roland Gutierrez.

PASSED and APPROVED this 3rd day March, 2021.

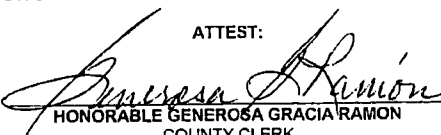

HONORABLE MARTIN WARDLAW
COUNTY COMMISSIONER, PCT. 1


HONORABLE ROBERT NETTLETON
COUNTY COMMISSIONER, PCT. 3


HONORABLE LEWIS G. OWENS
COUNTY JUDGE


HONORABLE JUAN VASQUEZ
COUNTY COMMISSIONER, PCT. 2


HONORABLE GUSTAVO FLORES
COUNTY COMMISSIONER, PCT. 4

ATTEST:

HONORABLE GENEROSA GRACIA RAMON
COUNTY CLERK





TxCDBG REQUEST FOR PAYMENT

11-24

Grant Recipient

Zal Verde County

Contract No.

7217013

Request No.

20

Region MRCIDC

Note: All shaded field headers are interactive buttons that contain helpful information to complete this form.

Contract Period From 2/1/2018 To 12/31/2022		Period Covered by this Report From 2/1/2018 To 2/28/2021			
Activity Number A	Budget B	This Request C	Total Drawn D	Balance (B-C-D)	% of Activity Budget Drawn
05 - Public Services	\$ 150,000.00	\$ 4,991.16	\$ 90,162.17	\$ 54,846.67	63%
14A - Rehab Single Unit Res	\$ 720,000.00	\$ 0.00	\$ 583,940.81	\$ 136,059.19	81%
21A - General Administration	\$ 225,000.00	\$ 0.00	\$ 168,750.00	\$ 56,250.00	75%
12 - Construction of Housing	\$ 400,000.00	\$ 0.00	\$ 253,692.00	\$ 146,308.00	62%
Total Grant Funds:	\$1,500,000.00	\$ 4,991.16	\$1,094,544.98	\$ 400,463.86	
Matching Funds:				\$ 0.00	

Note: Submit supporting documentation for all costs in Column C, including costs paid through matching funds.

Total Grant Funds Requested To Date:

\$1,099,536.14

Total Match Funds Expended To Date:

percent match
funds to grant
0 funds expended

REMARKS: (if construction funds are drawn and so match is reported, provide explanation.)

ALL EXPENDITURES RELATED TO THIS CONTRACT MUST BE CONSISTENT WITH THE UNIFORM GRANT AND CONTRACT MANAGEMENT ACT, CHAPTER 783 OF THE TEXAS GOVERNMENT CODE AND 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, FINAL GUIDANCE.

CERTIFICATION: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

LEWIS G DWENOS
Name of 1st Authorized Certifying Official

County Judge
Title

Lewis G Dwenos
Signature of Authorized Certifying Official

3-3-21
Date

Matt S. Dwyer
Name of 2nd Authorized Certifying Official

County Auditor
Title

Matt S. Dwyer
Signature of Authorized Certifying Official

3-3-21
Date

TDHCA CERTIFICATION ONLY:

By my signature below, I certify that the attached Grant Payment Request has been reviewed by TDHCA staff for compliance with all federal and state requirements for CDBG funding, as well as programmatic requirements for Colonia Self-Help Centers as determined by the Texas Department of Housing and Community Affairs - Office of Colonia Initiatives.

Form must be signed and dated by authorized signatories.

This form required as of September 1, 2016
All previous versions no longer valid.

<i>Name of TDHCA Staff</i>	<i>Title</i>	<i>Signature of TDHCA Staff</i>	<i>Date</i>
----------------------------	--------------	---------------------------------	-------------

Form must be signed and dated by authorized signatories.

This form required as of September 1, 2016.
All previous versions no longer valid.

Texas Department of Housing and Community Affairs
Colonia Self Help Center Program



Public Services Draw Checklist

County: Val Verde Contract Number: 7217013

Required Documentation per Activity - Form A203/A204 is required for every draw request.

Tool Lending Library

- ☐ Work performed by the county
- Salaries - Only actual hours worked directly on this address are eligible for reimbursement and must be documented. Support documentation must include timesheet(s) signed by the supervisor and employee, breakdown of hours worked for the work week, hourly rate of pay. Itemized receipt(s) for purchases materials, tools, and procurement costs/fees.
Attach Forms 20 and 30 (21 and 29 as applicable).
- ☒ Work performed by CSHC Provider
- Include Itemized invoice(s).

Solid Waste Removal

- ☐ Work performed by the county
- Salaries - Only actual hours worked directly on this address are eligible for reimbursement and must be documented. Support documentation must include timesheet(s) signed by the supervisor and employee, breakdown of hours worked for the work week, hourly rate of pay. Itemized receipt(s) detailing date(s), weight(s), disposal cost(s), colonias served, number of beneficiaries, and procurement costs/fees.
Attach Forms 20 and 30 (21 and 29 as applicable).
- ☐ Work performed by CSHC Provider
- Include Itemized invoice(s) describing the date(s) of service, colonias served, number of beneficiaries, and tonnage receipts.

Computer Access

- ☐ Work performed by the county
- Salaries - Only actual hours worked directly on this address are eligible for reimbursement and must be documented. Support documentation must include timesheet(s) signed by the supervisor and employee, breakdown of hours worked for the work week, hourly rate of pay. Itemized receipt(s) detailing date(s) detailing purchased materials and procurement costs/fees.
Attach Forms 20 and 30 (21 and 29 as applicable).
- ☒ Work performed by CSHC Provider
- Include Itemized invoice(s) describing purchased materials.

Classes - Submit an additional Form 23 for different classes being sought for reimbursement

- Type of Class(es):
- ☐ Work performed by the county
- Salaries - Only actual hours worked directly on this address are eligible for reimbursement and must be documented. Support documentation must include timesheet(s) signed by the supervisor and employee, breakdown of hours worked for the work week, hourly rate of pay. Itemized invoice(s) detailing date(s) of service, number of participants, cost per class, sign in sheet(s), and procurement costs/fees.
Attach Forms 20 and 30 (21 and 29 as applicable).
- ☐ Work performed by CSHC Provider
- Itemized invoice(s) detailing date(s) of service, number of participants, cost per class, sign in sheet(s), and procurement costs/fees.

The Texas Department of Housing and Community Affairs reserves the right to request additional documentation as deemed necessary.

Refer to the Activity File Documentation Checklist (Form 2) for documentation that is to be maintained by the county.

☒ All required documentation has been reviewed, approved and submitted.

County Representative Signature: Lewis J Owens Date: 3-3-21

County Representative Printed Name: LEWIS G Owens Jr

☐ All required documentation has been reviewed, approved and submitted, and ORACLE has been updated.

OCI Representative Signature: _____ Date: _____

WARNING: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

ELECTION SYSTEMS & SOFTWARE, LLC
BALLOT ON DEMAND SYSTEM, PROCESSING AND SERVICES AGREEMENT

BuyBoard Contract #622-20

This Agreement is made as of the date it is executed by the last of the parties named below on the signature page (the "Effective Date"),

BETWEEN: ELECTION SYSTEMS & SOFTWARE, LLC, a Delaware Limited Liability Company ("ES&S")
AND: VAL VERDE COUNTY, TEXAS ("Customer").

RECITALS:

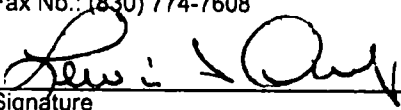
- A. ES&S is the owner of certain ballot printing equipment and software as set forth herein and Customer has agreed to purchase and license the ballot printing equipment and related software and services from ES&S for use in **Val Verde County, Texas** (the "Jurisdiction"). The terms and conditions under which such equipment, software and services shall be provided are set forth in the **GENERAL TERMS** attached hereto and incorporated herein by reference.
- B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):
- ☒ X Exhibit A (Pricing Summary)
- ☒ X Exhibit B (ES&S Equipment, ES&S Software, and Services Description, Pricing and Fees)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

- Agrees to the **GENERAL TERMS** and the terms and conditions set forth in each Exhibit attached hereto and incorporated herein.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the **State of Texas**, without regard to conflicts of law principles that would require the application of the laws of any other state.
- Represents and warrants to the other party that as of its signature below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

ELECTION SYSTEMS & SOFTWARE, LLC
11208 John Galt Boulevard
Omaha, NE 68137
Fax No.: (402) 970-1291

VAL VERDE COUNTY, TEXAS
P.O. Box 1267
Del Rio, TX 78841
Fax No.: (830) 774-7608


Signature

LEWIS G. OWENS JR.
Name (Printed or Typed)

County Judge
Title

3. 3. 21
Date

Signature

Name (Printed or Typed)

Title

Date

**GENERAL TERMS
ARTICLE 1
DEFINITIONS**

All capitalized terms used, but not otherwise defined, in these General Terms or in an Exhibit shall have the following meanings:

- a. "Documentation" means the operating instructions, user manuals or training materials for the ES&S Equipment and ES&S Software.
- b. "ES&S Equipment" means ES&S' hardware or other ES&S proprietary equipment.
- c. "ES&S Software" means ES&S' proprietary Ballot On Demand software and all Updates delivered to Customer under this Agreement, unless licensed pursuant to a separate written agreement.

**ARTICLE 2
SALE OF ES&S EQUIPMENT AND LICENSE OF ES&S SOFTWARE AND PAYMENT OF FEES**

2.1 **Purchase Terms; Use.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell, and Customer agrees to purchase, the ES&S Equipment described on Exhibit B. The payment terms for the ES&S Equipment are set forth on Exhibit A. Title to the Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on Exhibit A for the ES&S Equipment.

2.2 a. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time and temporary employees to use the ES&S Software described on Exhibit B and related Documentation supplied by ES&S. The licenses allow Customer to use (but not copy) the ES&S Software and the Documentation in the course of operating the ES&S Equipment and solely for the purposes of managing the printing of ballots in the Jurisdiction. The licenses granted in this Section 2.2 do not permit Customer to use the source code for the ES&S Software.

b. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

i. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

ii. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party, including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer (including, but not limited to, any ballot printing, coding, programming or ballot layout services) without ES&S's prior written consent; or

iii. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

iv. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the Software (except ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

2.3 **Term of Licenses.** The licenses granted in Section 2.2 shall commence upon the delivery of the ES&S Software described in Section 2.2 and shall continue for the Initial Term of the Agreement (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on Exhibit A. ES&S may terminate the license if Customer fails to pay the consideration due for, or breaches Sections 2.2, 2.5, or 3.6 with respect to, such license. Upon the termination of either of the licenses granted in Section 2.2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

2.4 **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third-Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) install the Updates to the Customer, (ii) train Customer on Updates, if such training is requested by Customer; or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. Customer shall pay ES&S for any Update which is required due to a change in state or local law.

2.5 **Fees**

a. **Equipment Sale and Software License Fees.** The fees for the purchase of ES&S' Equipment and License of ES&S Software are set forth on Exhibit A

b. **Election Set-Up Fee.** The per election fee for election set-up is set forth on Exhibit B.

c. **Pre-Election Services.** The fees for the optional Pre-Election Services are set forth on Exhibit B.

**ARTICLE 3
MISCELLANEOUS**

3.1 **Term; Termination.** This Agreement shall be effective for a **One (1) Year Period beginning on the Effective Date** (the "Initial Term"). The Initial Term shall automatically renew for an unlimited number of successive one-year period unless otherwise agreed to, in writing, by the parties (each a "Renewal Period"). The Initial Term and all Renewal Periods shall be collectively referred to herein as the "Term". The Term shall continue until this Agreement is terminated by the first to occur of (i) either party's election to terminate it upon the expiration of the Initial Term or any Renewal Period thereof, written notice of such election shall be given to the other party at least sixty (60) calendar days prior to the expiration of the Initial Term or any Renewal Period; (ii) the date that is thirty (30) days after either party notifies the other that the other has materially breached this Agreement, and the breaching party fails to cure such

breach within such thirty (30) day period, (except a breach as provided in (iv) below which will require no notice); (iii) the date which is thirty (30) days after ES&S notifies the Customer of ES&S intent to terminate the Agreement as a result of the Customer no longer utilizing ES&S' voter tabulation system with the Ballot On Demand printer purchased and licensed hereunder, or (iv) Customer's failure to make any payment due hereunder within thirty (30) days after it is due. In the event of early termination by ES&S due to (a) a breach of this Agreement by Customer, (b) Customer's failure to pay any amounts owed under this Agreement or (c) the failure of Customer to appropriate funds to make the payments due under this Agreement, Customer shall pay ES&S for all products delivered and services performed up through the effective date of termination. Upon termination of this Agreement, Customer shall immediately return all ES&S Software and Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

3.2 **Delivery; Risk of Loss; Insurance.** ES&S anticipates shipping the ES&S Equipment and ES&S Software identified on Exhibit B to Customer on or before the "Estimated Delivery Dates" listed on Exhibit A. The Estimated Delivery Dates are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement because of delays in executing this Agreement, changes requested by Customer, product availability and other events outside of ES&S's control. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement for ES&S Equipment and Software have been paid by Customer.

3.3 **Installation of ES&S Equipment and ES&S Software.** Customer acknowledges and agrees that the ES&S Equipment and ES&S Software provided by ES&S hereunder shall only be used by the Customer to perform the services contemplated under this Agreement and not for any other purpose. Customer will provide, at its own expense, a site adequate in space and design for installation, operation and storage of the ES&S Equipment and ES&S Software. Such site shall include has all necessary electric current outlets, circuits, and wiring for the ES&S Equipment. ES&S may, but shall not be required to, inspect the site and advise on its acceptability before any ES&S Equipment or ES&S Software is installed. The ES&S Equipment should be stored in a clean, dry and secure environment. During the storage and operation of the ES&S Equipment, the temperature and moisture ranges should be maintained in accordance with the ES&S Equipment Documentation. ES&S shall have no liability for actual site preparation or for any costs, damages or claims arising out of the installation of any ES&S Equipment or ES&S Software at a site not meeting ES&S' specifications.

3.4 **Warranty**

a. **ES&S Equipment and ES&S Software.** ES&S warrants for a one (1) year period for the ES&S Equipment and ES&S Software (the "Warranty Period") it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any Consumables as defined in Section 3.5 below. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. Warranty services may be provided on-site at the Customer's location or through a depot location as may be determined by ES&S in ES&S' sole discretion. This warranty is effective provided that (I) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (II) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (III) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance

with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (IV) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according to their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. Customer shall have access to ES&S Help Desk Support during the Warranty Period. ES&S reserves that right to use third parties approved by ES&S to perform the warranty services hereunder.

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 3.4(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3.5 **Consumables.** Customer shall be responsible for the purchase, shipping and installation of all components that are consumed in the normal course of operating the ES&S Equipment, including, but not limited to, toner, drums, transfer belts, fusers, and ballot stock (collectively, "Consumables"). All Consumables shall meet ES&S' specifications and may be purchased directly from ES&S or from authorized dealers. In the event the Customer purchases Consumables which do not meet ES&S specifications, Customer shall be solely responsible for any and all costs, expenses, liabilities, losses and damages resulting from the Customer's failure to purchase Consumables which meet ES&S' specifications.

3.6 **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (b) errors that arise from mechanical or electronic component failures that are not covered under warranty or not subject to maintenance efforts or cure under this Agreement; or (c) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform its obligations under this Agreement.

3.7 **Taxes; Interest.** Customer shall provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement; provided, however, Customer shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 3.7, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

3.8 **Proprietary Rights.** Customer acknowledges and agrees as follows:

a. ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and

other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S.

b. Customer shall not cause or permit the adaptation, conversion, reverse engineering, disassembly or decompilation of any of the ES&S Equipment or ES&S Software.

c. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

3.9 **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

3.10 **Non-Appropriation of Funds.** Customer represents, warrants, and covenants that it has appropriated, and will have appropriated, funds available necessary to pay the amounts due herein through the end of the Customer's current fiscal year, and that Customer shall use its best efforts to obtain and appropriate funds in order to pay all payments which shall be due in each year of this Agreement. In the event that funds are not appropriated or otherwise made available to support the continuation of performance by Customer hereunder in any subsequent fiscal period, this Agreement may be terminated by either party; provided, however, that this Section 3.10 shall not be construed so as to permit Customer to terminate this Agreement in order to acquire a ballot on demand system and/or related services from a third party. Either party may notify the other of the termination, which may occur no later than the beginning of the subsequent fiscal period. Upon termination, Customer shall pay ES&S for all services performed pursuant to this Agreement up to the date of termination and reasonable exit costs incurred by ES&S. The amount of such payment may be paid from any appropriations available for such purposes, and Customer's highest-ranking officer or official shall use his/her best efforts to timely and sufficiently request the appropriation necessary to pay such amount.

3.11 **Assignment.** Except in the case of a reorganization of the assets or operation of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

3.12 **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

3.13 **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than thirty (30) days, ES&S may suspend performance under this Agreement until such amount is paid.

3.14 **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Article 2 and Sections 3.6-3.14 of these General Terms shall survive the termination of this Agreement, to the extent applicable.

[END OF GENERAL TERMS]

**EXHIBIT A
PRICING SUMMARY**

Sale Summary:

Description	Refer to	Amount
ES&S Equipment, Software, and Services	Exhibit B	\$10,960.00
Shipping & Handling		Included
Total Sale:		\$10,960.00

Election Set Up Fees and Optional Pre-Election Services are not included in Total Net Sale. Please see Exhibit B for Election Set-Up Fees and Optional Pre-Election Services Fees and Payment Terms.

Terms & Conditions:

Note 1: Pursuant Section 3.7, any applicable state and local taxes are not included, and are the responsibility of Customer. Premium or rush transportation services incurred in connection with deliverables included in the Total Sale are additive and will be billed as incurred.

Note 2: Invoicing and Payment Terms are as Follows:

\$10,960.00 to be invoiced upon delivery of the Ballot On Demand Printing System. Invoice is due net 30 from invoice date

All other Service Fees are set forth on Exhibit B and are due within thirty (30) days of Customer's receipt of ES&S' invoice.

Ongoing Services:

Description	Annual Fee – First Renewal Period
Software License, Maintenance & Support Services:	
- Ballot On Demand Software Fees (See <u>Exhibit B</u> for descriptions). Fees for any License Renewal Term will be increased at a rate not to exceed more than 5% of the previously paid fee.	\$770.00

Fees reflect a one-year term.

Payment is due as set forth above and at the start of each Renewal Period.

EXHIBIT B
EQUIPMENT, SOFTWARE, AND SERVICES DESCRIPTION,
PRICING AND FEES

QUANTITY	DESCRIPTION	TOTAL PRICE
Ballot On Demand Printing System		
1	Compact Color Printer with Firmware and One (1) Year Hardware Warranty	Included
1	Laptop Computer with Router	Included
Ballot On Demand Software		
1	Ballot On Demand 1-Year Software Licenses Including the Following Features:	
X	Single Request Capability	Included
X	Multiple Request Capability	Included
Ballot On Demand Services		
1	Ballot On Demand Training	Included
X	Installation & Acceptance Testing	Included
TOTAL PURCHASE:		\$10,960.00

ELECTION SET-UP FEES
(Subject to change after the Initial Term)

Initial Election Set-Up Fee per Election Event
Black and White Ballot Set-Up:
\$450.00 per election set-up + \$1.00 per unique PDF for first Computer
\$75.00 for each additional Computer set-up
Color Ballot Set-Up:
\$550.00 per election set-up + \$1.00 per unique PDF for first Computer
\$75.00 for each additional Computer set-up
Rework of Set-Up due to Customer Changes After Initial Set-Up is Complete:
\$175.00 per change event for first Computer set-up
\$75.00 for each additional Computer set-up
Other:
\$350.00 fee for L&A Test Deck Creation
On-Site Set-Up: \$1,700.00 per person, per day

Election Set-Up Fees are due within thirty (30) days of receipt of ES&S invoice.

OPTIONAL PRE-ELECTION SERVICES FEES

Upon request by the Customer and the payment of the associated fees, ES&S shall provide the following services to the Customer ("Pre-Election Services")

DESCRIPTION	SERVICE FEE PER DAY
Printer Cleaning, Pre-Election Testing, Roller Replacement, Parts Inspection, Ballot-Folder Adjustment/Testing and Onsite Assistance with	\$1,700.00 Per Person Per Day for the Initial Term

Print-Alignment, Clearing Jams and other Hardware Adjustments.	
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Optional Pre-Election Services Fees are due within thirty (30) days of receipt of ES&S invoice.

ES&S reserves the right to increase the fees set forth herein at the beginning of each Renewal Period.

Sales Order Agreement

19	Services	Equipment Operations Training Day	1	\$1,700.00	\$1,700.00
20	Services	Software Training Day	1	\$1,700.00	\$1,700.00
21	Services	DS450 Training Day	1	\$1,700.00	\$1,700.00
22	Services	Election On-Site Support Event	1	\$4,675.00	\$4,675.00
23	Trade-In Allowance and Additional Tabulation Hardware Discount	Equipment Being Traded-In by Customer Includes: 25 - Model 100 Scanner 25 - Model 100 Ballot Box 1 - Model 650 Scanner 25 - AutoMARK	1	(\$67,500.75)	(\$67,500.75)
24	Shipping	Shipping & Handling	1	\$6,060.00	\$6,060.00
				Order Total	\$ 434,681.00

Freight Billable: yes ☒ no ☐

Chris Moody
Regional Sales Manager

[Signature] 3-3-21
Customer Signature Date

V.P. of Finance Date

Title

Trade-In Equipment:

ES&S will coordinate and pay for the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties
ES&S is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.

Payment Terms

\$217,341.00 of Order Total will be invoiced upon Contract Execution

\$217,340.00 of Order Total will be invoiced as Equipment and Software are delivered to Customer.

Invoices are due net 30 from invoice date.

Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer

Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

Warranty Period (Years):

One (1) Year From Equipment Delivery

Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)

The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.

SEE EQUIPMENT PURCHASE AND SOFTWARE LICENSE TERMS



11208 JOHN GALT BLVD
OMAHA, NE 68137-2364
(402) 593-0101

Sales Order Agreement

BuyBoard Contract #622-20

Customer P.O. # _____

1st Election Date: November 2, 2021

Estimated Delivery Date May 2021

Phone Number: 830-774-7564

Fax Number: 830-774-7608

Customer Contact Title Janie Ramon - County Clerk

Customer Name Val Verde County, Texas

Type of Sale ☒ NEW

Type of Equip: ☒ NEW ☐ REFURBISHED

Bill To _____

Val Verde County, Texas

Janie Ramon - County Clerk

P.O. Box 1267

Del Rio, TX 78840

Ship To: _____

Val Verde County, Texas

Janie Ramon - County Clerk

400 Pecan Street

Del Rio, TX 78841

Item			Description	Qty	Price	Total
1	DS200	Model DS200 Scanner with Internal Backup Battery, Plastic Ballot Box with Steel Door and e-Bin, #2 Ballot Box Lock, Paper Roll, and One (1) Standard 4GB Memory Device - Version 6.0.1.0	19	\$5,750.00	\$109,250.00	
2	DS200	#2 Ballot Box Lock	19	\$10.00	\$190.00	
3	DS200	Paper Roll (Additional)	19	\$1.75	\$33.25	
4	DS200	Tote Bin	19	\$225.00	\$4,275.00	
5	DS450	Model DS450 High Speed Digital Image Scanner with Steel Table, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, and Two (2) Standard 8GB Memory Devices - Version 6.0.1.0	1	\$50,975.00	\$50,975.00	
6	DS450	DS450 Cart Shelf Kit	1	\$200.00	\$200.00	
7	ExpressVote BMD	ExpressVote BMD Terminal with Internal Backup Battery, ADA Keypad, Headphones, Power Supply with AC Cord, and One (1) Standard 4GB Memory Device - Version 6.0.1.0	80	\$3,325.00	\$266,000.00	
8	ExpressVote BMD	Soft-Sided Carrying Case	80	\$175.00	\$14,000.00	
9	ExpressVote BMD	ExpressVote Printer	25	\$725.00	\$18,125.00	
10	ExpressVote BMD	ExpressVote Blank Ballot Card Stock - 14" (250 per pkg)	2	\$23.75	\$47.50	
11	DS200-ExpressVote BMD	Standard 4GB Memory Device (Additional)	4	\$105.00	\$420.00	
12	DS450	Standard 8GB Memory Device (Additional)	5	\$210.00	\$1,050.00	
13	Other	ExpressVote Privacy Canopy	80	\$39.95	\$3,196.00	
14	Software	ElectionWare Software - Reporting Only	1	\$4,375.00	\$4,375.00	
15	DS200	Equipment Installation	19	\$115.00	\$2,185.00	
16	DS450	Equipment Installation	1	\$1,925.00	\$1,925.00	
17	ExpressVote BMD	Equipment Installation	80	\$105.00	\$8,400.00	
18	Services	Project Management Day	1	\$1,700.00	\$1,700.00	

EQUIPMENT PURCHASE AND SOFTWARE LICENSE TERMS

1 **Equipment Purchase and Software License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the front side of this Agreement. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The payment terms for the ES&S Equipment and ES&S Software are set forth on the front side of this Agreement. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.

a **Equipment Purchase.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell, and Customer agrees to purchase, the ES&S Equipment. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Equipment.

b **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and any and all written or electronic documentation furnished or generally made available to licensees by ES&S relating to the ES&S Software, including any operating instructions, user manuals or training materials (collectively the "Documentation") in the jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the jurisdiction.

2 **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software.

b Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent, or

c Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent, or

d Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including but not limited to, any ballot shells or ballot code stock.

3 **Term of Licenses.** The licenses granted in Section 1(b) shall commence upon the delivery of the ES&S Software described in Section 1(b) and shall continue for a one (1) year period (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 1(b), 2, 3, or 8 with respect to, such license. Upon the termination of either of the licenses granted in Section 1(b) for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

4 **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software together with appropriate Documentation ("Updates") on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) install the Updates; (ii) train Customer on Updates, if such training is requested by Customer; or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:

(i) the total cost of any third-party items that are required in order to operate the Updates.

(ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and

(iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

5 **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to

Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.

6 **Warranty.**

a **ES&S Equipment/ES&S Software.** ES&S warrants that for a one (1) year period (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that: (i) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder; (ii) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S; (iii) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders, epidemics, pandemics or outbreak of communicable disease, quarantines, national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions; and (iv) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications; (ii) have been severely handled so as to cause mechanical damage to the unit; or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty license maintenance and support are set forth on Exhibit A.

b **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

7 **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for: (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by: (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S; or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

8 **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

9 **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

10 **Disputes.**

a **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding: (1) a product or service for which payment has not yet been made to ES&S; (2) the amount due ES&S for any product or service; or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

11 **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets

of ES&S or any business operations thereof to a successor who has asserted its intent to continue the applicable business of ES&S, neither party may assign or transfer this Agreement or assign subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

12 Compliance with Laws. ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. The ES&S Equipment and ES&S Software, including all components, will be provided to Customer with a hardened network for the election management software ("EMS"), in accordance with the guidelines of the United States Election Assistance Commission. During the Term of this Agreement, in the event Customer fails to maintain EMS in the hardened network or allows any internal or external access to the hardened network, Customer agrees to indemnify and hold harmless ES&S from and against any and all claims, damages, losses, liens, obligations, liabilities, judgments, assessed damages, costs, expenses (including reasonable attorney's fees) and the like arising out of or related to the Customer's breach of its obligations hereunder.

13 Voting System Reviews. In the event that the Jurisdiction or the State require any future reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S voting systems or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Equipment licensed and sold hereunder, Customer shall be responsible for:

(i) Customer's pro-rata share of such Review costs;

(ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Equipment and/or ES&S Software that may result from such Reviews; and

(iii) the total cost of any third-party items that are required in order for the ES&S Equipment and/or ES&S Software to satisfy any new requirements resulting from such Reviews in order to remain certified.

Customer's pro-rata share of the costs included under subsections 13(ii) and 13(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Equipment and/or ES&S Software purchased and licensed by Customer under this Agreement.

14 Certification. By execution of this Agreement, ES&S represents and warrants that:

a) In accordance with Texas Government Code § 227D, ES&S does not boycott Israel currently and will not boycott Israel during the term of this Agreement; and

b) In accordance with Texas Government Code § 2252, that, at the time of the execution of this Agreement and for the duration of the term of this Agreement and any renewal terms, ES&S is not entered on the list prepared pursuant to Section 2252.152 of the Texas Government Code by the Texas State Comptroller of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

15 Entire Agreement. This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8, 9, 11(b), 12-15 of these General Terms shall survive the termination of this Agreement to the extent applicable.

EXHIBIT A
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT
SERVICES
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services. Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Initial Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration

services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from

which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III

SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms. In the event Customer requests that ES&S install ES&S Firmware Updates in accordance with Section 5 of the General Terms, ES&S shall install such ES&S Firmware Updates in conjunction with a scheduled Routine Maintenance Services event provided Customer is subscribing to and has paid for ES&S' hardware maintenance services which include Routine Maintenance Services. Customer shall pay ES&S to install

all ES&S Firmware Updates which are requested to be installed outside of a scheduled Routine Maintenance Services event or in the event the Customer has not subscribed to ES&S' hardware maintenance services which include Routine Maintenance Services. Notwithstanding the foregoing, Customer shall pay ES&S to install all election management software Updates.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

Schedule A1
Pricing Summary

<u>Summary:</u>		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$15,845.00
ES&S Software License, Maintenance and Support Fees	ES&S Software License, Maintenance and Support Description and Fees Below	\$4,375.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$8,295.00
Total Maintenance Fees for the Initial Term:		\$28,515.00
<u>Payment Terms:</u> ES&S shall invoice Customer annually for each year of the Initial Term. Payment is due before the start of each period within the Initial Term.		
<u>Terms & Conditions:</u>		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.		

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Term: Expiration of the Warranty Period through the first anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
19	Model DS200 Scanner	Year 1	\$185.00	\$3,515.00
1	Model DS450 Scanner	Year 1	\$2,730.00	\$2,730.00
80	ExpressVote BMD Terminal	Year 1	\$120.00	\$9,600.00
Total Hardware Maintenance Fees for the Initial Term				\$15,845.00

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer's Designated Location: Val Verde County, Texas

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

Hardware Maintenance Services Provided by ES&S Under this Schedule A1

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
 - Service performed by an ES&S trained and certified technician.
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
 - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
 - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
 - Use of a checklist tailored for each piece of ES&S Equipment.
5. Repair Services.

- Customer will receive coverage for interim repair calls.
 - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
 - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
SOFTWARE**

Initial Term: Expiration of the Warranty Period through the first anniversary thereof

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee In Total
1	ElectionWare Software – Reporting Only	Year 1	\$4,375.00
Total Software License, Maintenance and Support Fees for the Initial Term			\$4,375.00

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
FIRMWARE**

Initial Term: Expiration of the Warranty Period through the first anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
19	Model DS200 Scanner	Year 1	\$80.00	\$1,520.00
1	Model DS450 Scanner	Year 1	\$1,575.00	\$1,575.00
80	ExpressVote BMD Terminal	Year 1	\$65.00	\$5,200.00
Total Firmware License, Maintenance and Support Fees for the Initial Term				\$8,295.00

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.

- Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
 - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
 3. Customer shall be responsible for the installation and integration of any third-party hardware or software application or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
 4. Customer shall be responsible for data extraction from Customer voter registration system.
 5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
 6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
 7. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
 8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
 9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
 10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.



Election Systems & Software, LLC
11208 John Galt Blvd
Omaha, NE 68137

EVS 6.1.1.0 Reporting Standard, Standalone EMS
System Purchase Order
BuyBoard Contract #622-20

Val Verde County, Texas
400 Pecan St
Del Rio, TX 78841

February 23, 2021

Quantity	Part Number	Description	Price	Ext. Price
EMS WORKSTATION				
1	5050	DELL OPTIPLEX 5050 (DESKTOP)	\$1620.00	\$1620.00
		• OptiPlex 5050 SFF XCTO • Intel Core i5-6500 Processor (Quad Core, 6MB, 4T, 3.2GHz, 65W) • OptiPlex 5050 SFF with 180W up to 85% efficient Power Supply (80Plus Bronze) • TPM Enabled • 8GB DDR4 2400MHz (8GBX1)Memory • 3.5 inch 500GB 7200rpm Hard Disk Drive • AMD Radeon R5 430, 2GB (DP,SL-DVI-I) • DVD+/-RW Bezel, Small Form Factor • No Out-of-Band Systems Management • Chassis Intrusion Switch SFF • Dell KB216 Wired Multi-Media Keyboard EnglishBlack • Dell MS116 Wired Mouse, Black • Adobe Reader 11 • Waves MaxxAudio • Windows 7 Professional English 64bit DT (Includes Windows 10Pro License, Microsoft Volume License Only) • Intel Core i5 Processor Label • Three year hardware warranty • Dell 22 Monitor P2217H		
1	F88871	WINDOWS 10 LTSC 2019 (x64)	\$128.00	\$128.00
1	F88871	SYMANTEC ENDPOINT PROTECTION 14.2.0	\$61.00	\$61.00
1	F88871	8GB DDR4 2400 UDIMM 1RX8 – ADDITIONAL RAM	\$100.00	\$100.00
1	F88871	UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY BACKUP, 850VA(WORKSTATIONS) - <i>Optional</i>	\$147.00	\$147.00
MISCELLANEOUS COMPONENTS				
1	F88871	BROTHER HL-L6400DW B/W DUPLEX LASER PRINTER – <i>Optional</i> (Printer for SOE, Clerk's Office and Warehouse)	\$462.00	\$462.00
1	F88871	LD 6' USB 2.0 A-B CABLE,T.IVOTR,RTAL 6' USB CABLE	\$4.00	\$4.00

11-10

VAL VERDE COUNTY FAIRGROUNDS LEASE AGREEMENT

This Agreement is entered into by and between the County of Val Verde ("Lessor"), acting herein by and through its County Judge as authorized agent for Lessor and **No Limits Monster Trucks** ("Lessee") on behalf of **Ed Beckley** for the lease of premises more commonly known as the Val Verde County Fairgrounds. For and in consideration of the mutual promises hereinafter set out to be kept and performed, the parties hereby agree to the following terms and conditions:

1. **Terms of Lease:** This lease shall commence on **3/18/2021** at 7:00 a.m. and end on **3/21/2021** at 7:00 p.m. for use of the **Large Arena & Parking Lot** located at the Val Verde County Fairgrounds. The event day is as follows:
Friday, March 19, 2020
Saturday, March 20, 2020
2. **Description of Property:** The following building(s) and area(s) located on the Val Verde County Fairgrounds are to be leased beginning **3/18/2021** and **3/21/2021**:
 - Large Arena
 - Parking Lot
 - Grand Stands
 - Restrooms
 - Concession Stand

*There will be no glass bottles permitted at the concessions stands.
3. **Consideration:** Lessee shall pay to the County of Val Verde as consideration for the use of the fairgrounds, the amount of **\$1,000.00** per event day for the use of the arena, payable when the contract is executed. In addition, a deposit in the amount of **\$500.00** shall be paid at the time and in accordance with the terms specified in paragraph 9 of this lease agreement. No other fees or payments are authorized unless specifically set out in the Lease Agreement.
4. **Cancellation:** The following amount will be refunded if Lessee seeks to cancel this Lease Agreement. This notice of cancellation must be made in writing and delivered to the Val Verde County Judge.

If notice is received 45 days or more prior to event - 100% refund
If notice is received 45 days to 20 days prior to event - 50% refund
If notice is received less than 20 days prior to event - 0% refund

5. Deposit Refund: The deposit paid by Lessee shall be refunded to Lessee by Lessor within 10 days after Lessee and Lessor's agent inspected the property and determined that it is in acceptable condition and after Lessor's agent has determined that all costs of utilities (or clean up fees as specified in paragraph 9 of this lease) have been paid. Appropriate amounts shall be deducted for damages to the premises, as well as for nonpayment of utilities. These deductions shall be specified in writing and delivered to Lessee on or before the date the deposit refund is due.
6. Inspection of Property: Lessee shall inspect the property prior to the execution of this Lease Agreement to determine if the property is acceptable and suited for its intended use. By executing this Lease Agreement, Lessee acknowledges that the property has been inspected and is suitable for its intended use in its current condition.
7. Equipment: Lessor shall not provide any equipment to Lessee. Lessor shall prepare the arena for use by Lessee on 3/18/2021. This does not include set up for event. Lessee shall inspect the arena to determine if it is satisfactory for its intended use. Thereafter, it shall be the Lessee's sole responsibility to maintain the arena for its intended use during the lease term.
8. Utilities: Lessee shall be solely responsible for the payment of utilities (water/electricity) during the lease term.
9. Clean-up: Lessee and Lessor acknowledge that Lessee has the option to clean up the facilities.

In the event Lessor is responsible for clean-up, Lessee shall deliver to Lessor a \$500 deposit/clean up fee along with written confirmation that he is exercising the option of having Lessor clean up the premises. Lessor warrants that there will be a cleanup crew after every performance and that clean up shall be accomplished prior to each performance.

In the event Lessee is responsible for clean-up, Lessee shall deliver to Lessor a \$500 deposit along with written confirmation that he is exercising the option of cleaning up the premises. Lessor shall inspect the premises on a date as specified in opportunity to correct any clean up problems as indicated by Lessor or Lessor's agent prior to the expiration of the lease term.

10. Security: Uniformed security officers shall be provided by Lessee at Lessee's expense for the event period beginning an hour prior to the event of each day until an hour after each event has ended. Lessee shall coordinate with the Val Verde County Sheriff to ensure that the Fairgrounds Rules relating to security are followed.

11. Insurance: Lessee shall at all times maintain in full force and effect an insurance policy in the amount of **\$1,000,000.00** that names the County of Val Verde as additional insured and protects the parties against any and all liability arising out of any injury, including injuries to persons and property, which may occur on the premises described herein or which may result from any use connected with such premises. Lessee shall furnish to Lessor at the time this lease is executed, an appropriate certificate of insurance showing thereon the effective dates of the policy, the amounts of the policy, the insurer, the named insured and any other pertinent matters.
12. **INDEMNIFICATION: LESSEE SHALL AND DOES HEREBY FULLY INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS SUCCESSORS, ASSIGNS, AGENTS, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITIES, INJURY, DEMANDS, SUITS, ACTIONS, CLAIMS, PROCEEDINGS, DAMAGES, JUDGMENTS, AWARDS, PENALTIES, COSTS AND/OR EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS FEES, OF WHATSOEVER NATURE, PAST, PRESENT OR FUTURE, ARISING FROM OR RELATED TO PERFORMANCE OF THIS AGREEMENT.**
13. Rules and Regulations: Lessee shall at all times adhere to the Rules and Regulations adopted by the Val Verde County Fairgrounds Committee. By signing this Lease Agreement, Lessee acknowledges that a copy of the Rules and Regulations has been provided to Lessee and that Lessee has read and understands said Rules and Regulations. A copy of said Rules and Regulations is attached to this agreement as Exhibit "A" and Exhibit "B."
14. Resolution of Problems: The Fairgrounds Manager shall be available for resolution of any problems which may arise during the lease term, which includes problems arising during the event. In the event no resolution is reached, Lessee may request assistance from the Val Verde County Commissioners Court designee. Lessor warrants that the Fairgrounds Manager or another person designated by the Val Verde County Commissioners Court shall be available to Lessee during the event.
15. Violation of Lease Agreement: If Lessee violates any of the terms of this Lease Agreement, including the Rules and Regulations, the County of Val Verde shall give written notice of the violation and the Lease Agreement shall become immediately void. Any monies paid as consideration for this Lease Agreement shall be forfeited.
16. Parties Bound: This Lease Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors,

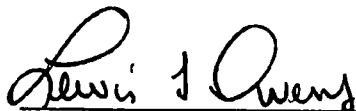
administrators, legal representatives, successors, and assigns where permitted by this Lease Agreement.

17. Applicable Law: This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties are performable in Val Verde County, Texas.
18. Legal Construction: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Lease Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.
19. Prior Agreements Superseded: This Legal Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties.
20. Amendment: No amendment, modification or alteration of the terms of this Lease Agreement shall be binding unless the same is in writing, dated subsequent to the date of this Lease Agreement and duly executed by the parties.
21. Rights and Remedies Cumulative: The rights and remedies provided by this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
22. Waiver of Default: No waiver by the parties hereto of any default or breach of any term, condition or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant of this Lease Agreement.
23. Attorney's Fees: In the event Lessor or Lessee breaches any of the terms of this Lease Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.
24. Force Majeure: Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonable within the control of Lessor or Lessee and which by the exercise

of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

25. This lease agreement shall serve as a permit for purposes of complying with the Fairgrounds Rules.
27. **NO BLANK SPACES: BY EXECUTING THIS DOCUMENT, LESSOR AND LESSEE ARE VERIFYING THAT NO BLANK SPACES REMAIN IN THE LEASE AGREEMENT.**

EXECUTED on this 3rd day of March, 2021.


Lewis G. Owens, County Judge
On behalf of Val Verde County

On behalf of (lessee)

Presented to Val Verde Commissioners Court on 3, 3, 21 and made a part of the court's minutes.

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**COMMISSIONERS' COURT
OF VAL VERDE COUNTY, TEXAS**

RESOLUTION

**RESOLUTION IN SUPPORT OF FY 2021 OPERATION
STONEGARDEN (VAL VERDE COUNTY)**

WHEREAS, the Val Verde County Commissioners' Court finds it in the best interest of the citizens of Val Verde County to apply and accept the 2021 Operation Stonegarden (Val Verde County) grant;

WHEREAS, Val Verde County Commissioners' Court understands that there is no matching fund requirements for the said project;

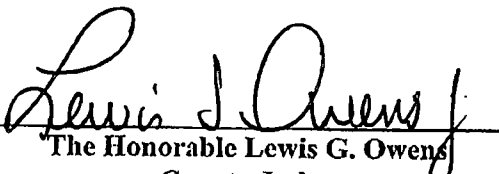
WHEREAS, the Val Verde County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor funds, Val Verde County assures that the funds will be returned to the Office of the Governor in full;

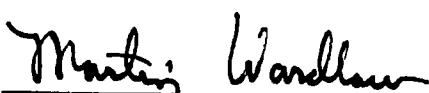
WHEREAS, the Val Verde County Commissioners' Court designates Val Verde County as the grantee's Authorized Official and Sheriff as the Grant Performance Officer. The Authorized Official is given the power to review, sign, and accept all grant documents on behalf of Val Verde County; and,

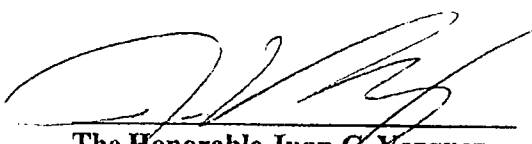
WHEREAS, the Val Verde County Commissioners' Court designates County Auditor as the grantee's Financial Officer.

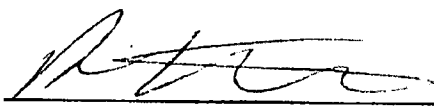
NOW THEREFORE, BE IT RESOLVED, that the Commissioners' Court of the County of Val Verde approves submission and acceptance of grant application of the 2021 Operation Stonegarden (Val Verde County), award.

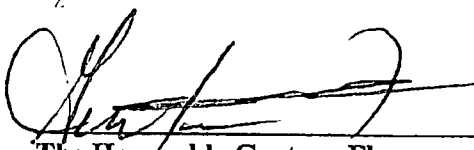
PASSED, ADOPTED, APPROVED and FILED on this the 3rd day of March A.D. 2021.


The Honorable Lewis G. Owens
County Judge

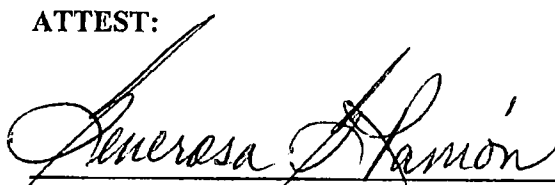

The Honorable Martin Wardlaw
Commissioner, Pct. #1


The Honorable Juan C. Vazquez
Commissioner, Pct. #2


The Honorable Robert Beau Nettleton
Commissioner, Pct. #3


The Honorable Gustavo Flores
Commissioner, Pct. #4

ATTEST:


The Honorable Generosa Gracia-Ramon
County Clerk



**U. S. Department of Justice
United States Marshals Service**

Modification of Intergovernmental Agreement

#34

Agreement No. 80-98-0061	2. Effective Date February 25, 2021	3. Facility Code(s) 6EB	4. Modification No. Twelve (12)	5. DUNS No. 611754136
6. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Intergovernmental Agreements Branch CG-3, Suite 300 Washington, DC 20530-0001		7. Local Government Val Verde Correctional Facility 235 FM 2523 Del Rio, TX 78840		
8. Appropriation Data 15X1020	9. Per-Diem Rate \$75.56		10. Guard/Transportation Hourly Rate \$26.63 Mileage shall be reimbursed by the Federal Government at the GSA Federal Travel Regulation Mileage Rate.	
11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1. REMAIN UNCHANGED. TERMS OF THIS MODIFICATION: The purpose of this modification is to incorporate Department of Labor Wage Determination (WD) Number 2015-5303 (Rev 15) dated 12/21/2020 to be effective 2/25/2021. In accordance with FAR PART 52.222.43 (f), Val Verde Correctional Facility must notify the contracting officer of any increase or decrease in applicable wages and fringe benefits claimed under this clause within 30 days after receiving a new wage determination, unless the notification period is extended in writing by the contracting officer. The county shall promptly notify the contracting officer of any decrease under this clause, but nothing in this clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract) claimed and any relevant supporting data that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date. Attachment: Wage Determination (WD) Number 2015-5303 (Rev 15) dated 12/21/2020. ALL OTHER CONDITIONS AND TERMS ARE TO REMAIN THE SAME IN ACCORDANCE WITH THE TERMS OF THE CURRENT INTERGOVERNMENTAL AGREEMENT.				
12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:				
A. ☐ LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. ☒ LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL		
13. APPROVALS				
A. LOCAL GOVERNMENT <u><i>Reuben J. Owens</i></u> SIGNATURE <u>County Judge</u> <u>3-3-21</u> TITLE DATE		B. FEDERAL GOVERNMENT <u><i>Ron Rheinhardt</i></u> SIGNATURE <u>Assistant Chief, Procurement</u> <u>01/21/2021</u> TITLE DATE		

"REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
Daniel W. Simms		Wage Determination No.: 2015-5303
Director		Revision No.: 15
Division of		Date Of Last Revision: 12/21/2020
Wage Determinations		

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of Edwards Kinney Real Uvalde Val Verde

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.82
01012 - Accounting Clerk II		15.51
01013 - Accounting Clerk III		17.35
01020 - Administrative Assistant		24.34
01035 - Court Reporter		22.14
01041 - Customer Service Representative I		10.52
01042 - Customer Service Representative II		11.83
01043 - Customer Service Representative III		12.91
01051 - Data Entry Operator I		13.73
01052 - Data Entry Operator II		14.98
01060 - Dispatcher Motor Vehicle		17.86
01070 - Document Preparation Clerk		13.27
01090 - Duplicating Machine Operator		13.27
01111 - General Clerk I		11.76
01112 - General Clerk II		13.21
01113 - General Clerk III		15.45
01120 - Housing Referral Assistant		19.91
01141 - Messenger Courier		11.03
01191 - Order Clerk I		13.75
01192 - Order Clerk II		15.01
01261 - Personnel Assistant (Employment) I		17.04
01262 - Personnel Assistant (Employment) II		19.23
01263 - Personnel Assistant (Employment) III		21.26
01270 - Production Control Clerk		19.91
01290 - Rental Clerk		14.90
01300 - Scheduler Maintenance		15.96
01311 - Secretary I		15.96
01312 - Secretary II		17.86
01313 - Secretary III		19.91

01320 - Service Order Dispatcher	15.96
01410 - Supply Technician	24.34
01420 - Survey Worker	16.65
01460 - Switchboard Operator/Receptionist	11.89
01531 - Travel Clerk I	12.96
01532 - Travel Clerk II	13.73
01533 - Travel Clerk III	14.43
01611 - Word Processor I	13.33
01612 - Word Processor II	15.96
01613 - Word Processor III	17.86
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	18.41
05010 - Automotive Electrician	17.75
05040 - Automotive Glass Installer	16.77
05070 - Automotive Worker	16.77
05110 - Mobile Equipment Servicer	14.96
05130 - Motor Equipment Metal Mechanic	18.68
05160 - Motor Equipment Metal Worker	16.77
05190 - Motor Vehicle Mechanic	18.41
05220 - Motor Vehicle Mechanic Helper	14.17
05250 - Motor Vehicle Upholstery Worker	15.83
05280 - Motor Vehicle Wrecker	16.77
05310 - Painter Automotive	17.75
05340 - Radiator Repair Specialist	16.77
05370 - Tire Repairer	12.26
05400 - Transmission Repair Specialist	18.68
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.53
07041 - Cook I	11.38
07042 - Cook II	13.14
07070 - Dishwasher	8.85
07130 - Food Service Worker	9.74
07210 - Meat Cutter	13.89
07260 - Waiter/Waitress	9.04
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.53
09040 - Furniture Handler	11.51
09080 - Furniture Refinisher	16.53
09090 - Furniture Refinisher Helper	13.20
09110 - Furniture Repairer Minor	14.76
09130 - Upholsterer	16.53
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.99
11060 - Elevator Operator	11.51
11090 - Gardener	15.18
11122 - Housekeeping Aide	10.53
11150 - Janitor	10.53
11210 - Laborer Grounds Maintenance	11.93
11240 - Maid or Houseman	10.02
11260 - Pruner	10.82
11270 - Tractor Operator	14.11
11330 - Trail Maintenance Worker	11.93
11360 - Window Cleaner	11.61
12000 - Health Occupations	
12010 - Ambulance Driver	16.78
12011 - Breath Alcohol Technician	19.48
12012 - Certified Occupational Therapist Assistant	28.34
12015 - Certified Physical Therapist Assistant	34.93
12020 - Dental Assistant	14.50
12025 - Dental Hygienist	40.67
12030 - EKG Technician	29.52
12035 - Electroneurodiagnostic Technologist	29.52
12040 - Emergency Medical Technician	16.78
12071 - Licensed Practical Nurse I	17.41
12072 - Licensed Practical Nurse II	19.48

12073 - Licensed Practical Nurse III	21.71
12100 - Medical Assistant	15.70
12130 - Medical Laboratory Technician	26.24
12160 - Medical Record Clerk	14.97
12190 - Medical Record Technician	16.59
12195 - Medical Transcriptionist	17.41
12210 - Nuclear Medicine Technologist	42.80
12221 - Nursing Assistant I	11.46
12222 - Nursing Assistant II	12.88
12223 - Nursing Assistant III	14.06
12224 - Nursing Assistant IV	15.79
12235 - Optical Dispenser	17.83
12236 - Optical Technician	17.41
12250 - Pharmacy Technician	16.71
12280 - Phlebotomist	15.79
12305 - Radiologic Technologist	29.02
12311 - Registered Nurse I	24.40
12312 - Registered Nurse II	29.85
12313 - Registered Nurse II Specialist	29.85
12314 - Registered Nurse III	36.11
12315 - Registered Nurse III Anesthetist	36.11
12316 - Registered Nurse IV	43.28
12317 - Scheduler (Drug and Alcohol Testing)	24.13
12320 - Substance Abuse Treatment Counselor	23.00
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.83
13012 - Exhibits Specialist II	24.56
13013 - Exhibits Specialist III	30.05
13041 - Illustrator I	19.83
13042 - Illustrator II	24.56
13043 - Illustrator III	30.05
13047 - Librarian	27.21
13050 - Library Aide/Clerk	12.13
13054 - Library Information Technology Systems Administrator	24.56
13058 - Library Technician	17.47
13061 - Media Specialist I	17.73
13062 - Media Specialist II	19.83
13063 - Media Specialist III	22.10
13071 - Photographer I	17.73
13072 - Photographer II	19.83
13073 - Photographer III	24.56
13074 - Photographer IV	30.05
13075 - Photographer V	36.35
13090 - Technical Order Library Clerk	14.97
13110 - Video Teleconference Technician	17.73
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.51
14042 - Computer Operator II	17.35
14043 - Computer Operator III	19.35
14044 - Computer Operator IV	21.50
14045 - Computer Operator V	23.80
14071 - Computer Programmer I	(see 1) 22.29
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.51
14160 - Personal Computer Support Technician	21.50
14170 - System Support Specialist	26.18
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	26.31
15020 - Aircrew Training Devices Instructor (Rated)	31.75

15030 - Air Crew Training Devices Instructor (Pilot)	38.05
15050 - Computer Based Training Specialist / Instructor	26.31
15060 - Educational Technologist	35.07
15070 - Flight Instructor (Pilot)	38.05
15080 - Graphic Artist	28.17
15085 - Maintenance Test Pilot Fixed Jet/Prop	38.05
15086 - Maintenance Test Pilot Rotary Wing	38.05
15088 - Non-Maintenance Test/Co-Pilot	38.05
15090 - Technical Instructor	23.02
15095 - Technical Instructor/Course Developer	28.17
15110 - Test Proctor	18.59
15120 - Tutor	18.59
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	9.71
16030 - Counter Attendant	9.71
16040 - Dry Cleaner	11.79
16070 - Finisher Flatwork Machine	9.71
16090 - Presser Hand	9.71
16110 - Presser Machine Drycleaning	9.71
16130 - Presser Machine Shirts	9.71
16160 - Presser Machine Wearing Apparel Laundry	9.71
16190 - Sewing Machine Operator	12.45
16220 - Tailor	13.05
16250 - Washer Machine	10.52
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.26
19040 - Tool And Die Maker	25.31
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.22
21030 - Material Coordinator	18.95
21040 - Material Expediter	18.95
21050 - Material Handling Laborer	12.92
21071 - Order Filler	13.16
21080 - Production Line Worker (Food Processing)	12.22
21110 - Shipping Packer	12.67
21130 - Shipping/Receiving Clerk	12.67
21140 - Store Worker I	11.33
21150 - Stock Clerk	15.33
21210 - Tools And Parts Attendant	12.22
21410 - Warehouse Specialist	12.22
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.36
23019 - Aircraft Logs and Records Technician	21.20
23021 - Aircraft Mechanic I	25.87
23022 - Aircraft Mechanic II	27.36
23023 - Aircraft Mechanic III	28.84
23040 - Aircraft Mechanic Helper	18.29
23050 - Aircraft Painter	24.35
23060 - Aircraft Servicer	21.20
23070 - Aircraft Survival Flight Equipment Technician	24.35
23080 - Aircraft Worker	22.74
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	22.74
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.87
23110 - Appliance Mechanic	20.26
23120 - Bicycle Repairer	16.06
23125 - Cable Splicer	30.11
23130 - Carpenter Maintenance	20.06
23140 - Carpet Layer	18.92
23160 - Electrician Maintenance	22.77
23181 - Electronics Technician Maintenance I	24.05
23182 - Electronics Technician Maintenance II	25.75
23183 - Electronics Technician Maintenance III	27.36
23260 - Fabric Worker	17.65

23290 - Fire Alarm System Mechanic	21.52
23310 - Fire Extinguisher Repairer	16.39
23311 - Fuel Distribution System Mechanic	20.05
23312 - Fuel Distribution System Operator	15.26
23370 - General Maintenance Worker	15.37
23380 - Ground Support Equipment Mechanic	25.87
23381 - Ground Support Equipment Servicer	21.20
23382 - Ground Support Equipment Worker	22.74
23391 - Gunsmith I	16.39
23392 - Gunsmith II	18.92
23393 - Gunsmith III	21.52
23410 - Heating Ventilation And Air-Conditioning Mechanic	19.90
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	21.04
23430 - Heavy Equipment Mechanic	21.11
23440 - Heavy Equipment Operator	19.72
23460 - Instrument Mechanic	21.52
23465 - Laboratory/Shelter Mechanic	20.26
23470 - Laborer	12.92
23510 - Locksmith	20.26
23530 - Machinery Maintenance Mechanic	20.02
23550 - Machinist Maintenance	23.47
23580 - Maintenance Trades Helper	13.01
23591 - Metrology Technician I	21.52
23592 - Metrology Technician II	22.76
23593 - Metrology Technician III	24.00
23640 - Millwright	21.52
23710 - Office Appliance Repairer	20.19
23760 - Painter Maintenance	19.86
23790 - Pipefitter Maintenance	20.99
23810 - Plumber Maintenance	19.76
23820 - Pneudraulic Systems Mechanic	21.52
23850 - Rigger	21.52
23870 - Scale Mechanic	18.92
23890 - Sheet-Metal Worker Maintenance	21.52
23910 - Small Engine Mechanic	18.55
23931 - Telecommunications Mechanic I	23.02
23932 - Telecommunications Mechanic II	24.35
23950 - Telephone Lineman	21.52
23960 - Welder Combination Maintenance	24.16
23965 - Well Driller	21.52
23970 - Woodcraft Worker	21.52
23980 - Woodworker	16.39
24000 - Personal Needs Occupations	
24550 - Case Manager	16.31
24570 - Child Care Attendant	10.40
24580 - Child Care Center Clerk	13.28
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.31
24630 - Homemaker	16.31
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.52
25040 - Sewage Plant Operator	16.47
25070 - Stationary Engineer	21.52
25190 - Ventilation Equipment Tender	15.23
25210 - Water Treatment Plant Operator	16.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.58
27007 - Baggage Inspector	13.48
27008 - Corrections Officer	21.15
27010 - Court Security Officer	21.15
27030 - Detection Dog Handler	15.08
27040 - Detention Officer	21.15

27070 - Firefighter	23.17
27101 - Guard I	13.48
27102 - Guard II	15.08
27131 - Police Officer I	23.14
27132 - Police Officer II	25.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.27
28042 - Carnival Equipment Repairer	13.21
28043 - Carnival Worker	9.35
28210 - Gate Attendant/Gate Tender	13.98
28310 - Lifeguard	12.45
28350 - Park Attendant (Aide)	15.64
28510 - Recreation Aide/Health Facility Attendant	11.41
28515 - Recreation Specialist	19.11
28630 - Sports Official	12.45
28690 - Swimming Pool Operator	18.46
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.92
29020 - Hatch Tender	18.92
29030 - Line Handler	18.92
29041 - Stevedore I	17.65
29042 - Stevedore II	20.26
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	39.89
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.50
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.29
30021 - Archeological Technician I	17.13
30022 - Archeological Technician II	19.16
30023 - Archeological Technician III	23.40
30030 - Cartographic Technician	23.74
30040 - Civil Engineering Technician	20.21
30051 - Cryogenic Technician I	21.59
30052 - Cryogenic Technician II	23.85
30061 - Drafter/CAD Operator I	17.13
30062 - Drafter/CAD Operator II	19.16
30063 - Drafter/CAD Operator III	21.37
30064 - Drafter/CAD Operator IV	26.29
30081 - Engineering Technician I	15.91
30082 - Engineering Technician II	17.86
30083 - Engineering Technician III	19.98
30084 - Engineering Technician IV	24.75
30085 - Engineering Technician V	30.27
30086 - Engineering Technician VI	36.63
30090 - Environmental Technician	19.43
30095 - Evidence Control Specialist	21.82
30210 - Laboratory Technician	19.16
30221 - Latent Fingerprint Technician I	21.59
30222 - Latent Fingerprint Technician II	23.85
30240 - Mathematical Technician	23.74
30361 - Paralegal/Legal Assistant I	18.37
30362 - Paralegal/Legal Assistant II	23.36
30363 - Paralegal/Legal Assistant III	28.57
30364 - Paralegal/Legal Assistant IV	34.57
30375 - Petroleum Supply Specialist	23.19
30390 - Photo-Optics Technician	23.74
30395 - Radiation Control Technician	23.19
30461 - Technical Writer I	24.59
30462 - Technical Writer II	30.08
30463 - Technical Writer III	34.17
30491 - Unexploded Ordnance (UXO) Technician I	25.35
30492 - Unexploded Ordnance (UXO) Technician II	30.67
30493 - Unexploded Ordnance (UXO) Technician III	36.76
30494 - Unexploded (UXO) Safety Escort	25.35
30495 - Unexploded (UXO) Sweep Personnel	25.35
30501 - Weather Forecaster I	26.29

30502 - Weather Forecaster II	28.09
30620 - Weather Observer Combined Upper Air Or (see 2)	21.37
Surface Programs	
30621 - Weather Observer Senior (see 2)	23.74
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.67
31020 - Bus Aide	13.15
31030 - Bus Driver	18.08
31043 - Driver Courier	15.38
31260 - Parking and Lot Attendant	11.84
31290 - Shuttle Bus Driver	16.54
31310 - Taxi Driver	14.67
31361 - Truckdriver Light	16.54
31362 - Truckdriver Medium	17.82
31363 - Truckdriver Heavy	19.32
31364 - Truckdriver Tractor-Trailer	19.32
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.95
99030 - Cashier	10.34
99050 - Desk Clerk	10.65
99095 - Embalmer	25.35
99130 - Flight Follower	25.35
99251 - Laboratory Animal Caretaker I	16.61
99252 - Laboratory Animal Caretaker II	17.88
99260 - Marketing Analyst	35.87
99310 - Mortician	25.35
99410 - Pest Controller	18.66
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	14.42
99711 - Recycling Specialist	17.11
99730 - Refuse Collector	12.99
99810 - Sales Clerk	10.86
99820 - School Crossing Guard	12.61
99830 - Survey Party Chief	20.08
99831 - Surveying Aide	14.01
99832 - Surveying Technician	16.73
99840 - Vending Machine Attendant	16.61
99841 - Vending Machine Repairer	20.65
99842 - Vending Machine Repairer Helper	16.61

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 8 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage

<https://beta.sam.gov/wage-determination/2015-5303/15?keywords=2015-5303&page=1&index=wd>

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determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."