



COMMISSIONER'S COURT MINUTES
APRIL 26TH REGULAR TERM, A.D. 2022

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

BE IT REMEMBERED that on this the 26th day of April A.D. 2022 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
22-328	N	V		March 29, 2022		O, W, V, N, F		
				and April 12, 2022.				

5. Citizens' Comments.

-
- 1) Jimmy Murdoch - Fairgrounds
 - 2) Rebecca - Animal Owner @ Fairgrounds
 - 3) Man from previous meeting -- spoke in Spanish
-

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:

MOTION KEY:

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

QUORUM

☒ COUNTY JUDGE
 _____ Judge's Staff
 _____ Judge's Staff
☒ COMM. PRCT# 1
☒ COMM. PRCT# 2
☒ COMM. PRCT# 3
☒ COMM. PRCT# 4

ATTENDING

COUNTY STAFF/DEPTS:

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

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6. Approving monthly reports from elected officials.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-329	N	V		Motion to approve as presented.		O, W, V, N, F		

7. Approving bills for payment.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-330	F	V		Motion to approve as presented.		O, W, V, N, F		

Robb Stevenson, Director Val Verde Self-Help Center/Equity CDC

8. Presentation on proposed Colonia SHC Program Application.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Report Only.				

9. Discussion and possible action to adopt a Resolution authorizing the submission of a Colonia SHC Program Application to TDHCA and authorizing the County Judge to sign the Resolution.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-331	N	F		Motion to approve as presented.		O, W, V, N, F		

Matthew S. Weingardt, County Auditor

10. Discussion and possible action to approve the Auditor's Report.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-332	N	F		Motion to approve as presented.		O, W, V, N, F		

11. Discussion and possible action on the following:

A. Certification of Revenue – TAC - \$3,676.78 – Sheriff lightning damage.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				No action.				

B. Budget adjustment to move \$16,000.00 from Contingency to the Sheriff's Office Capital Expenditures.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-333	N	F		Motion to approve as presented.		O, W, V, N, F		

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

Aaron D. Rodriguez, County Treasurer

12. Discussion and possible action to approve the Treasurer's Report.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				No action.				

Lewis G. Owens Jr., County Judge

13. Discussing matters relating to COVID-19.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Report only.				

14. Discussion on immigrants.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Report only.				

15. Discussion and possible action on clarifying the use of 4-H for Education Foundation.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-334	N	V		Motion to approve as presented.		W, V, N, F		O

16. Discussion and possible action on appointing a member to the Plateau Water Planning Group (Region J) Regional Planning Group.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-335	N	V		Motion to approve as presented.		O, W, V, N, F		
				Carlos and Tom.				

17. Discussion and possible action on requiring insurance on any individual that rents or leases at the Fairgrounds. This includes, but is not limited to: rodeos, bull riding, BBQ Cook Off's, monster truck shows, circus, concerts, training horses, horseback riding lessons, breaking horses services and or conducting any other type of business at the county Fairgrounds.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-336	N	F		Motion to table.		O, W, V, N, F		
				Withdrew first motion.				

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

18. Discussion and possible action to renew the Mutual Aid Agreement.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-337	N	V		Motion to approve as presented.	√	O, W, V, N, F		
			N	Approve with changes by City Attorney.				

Robert “Beau” Nettleton, County Commissioner Pct. 3

19. Discussion and possible action on budget/monies set aside for radios for the precincts.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-338	N	V		Motion to approve and take out of contingency.		O, W, V, N, F		

Gustavo Flores, Commissioner Pct. 4

20. Discussion and possible action on rescinding court order no. 22-304 dated April 12, 2022 to remove all livestock- “To include horses and other animals from Fairground”.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-339	F	W		Motion to resend or overturn, court order #22-304.		O, W, V, N, F		

Melissa Vasquez, Purchasing Agent

21. Discussion and possible action for approval to advertise for bids to remove existing metal planks and replace with aluminum planks for the grand stands at the Fairgrounds.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-340	W	N		Motion to approve as presented.		W, V, N, F		O

22. Discussion and possible action for approval to advertise for bids to construct a covered port adjacent to Precinct 4’s warehouse.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-341	F	V		Motion to go out for bids.		O, W, V, N, F		

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

23. Discussion and possible action for approval to accept a donated portable building from SFDRICISD for Precinct 3 and approval for Court to allocate funding from appropriated funds to move the building to the County Pocket in Pandale. Cost for the move is \$12,000 or \$11,000 with the tires & axles in surplus.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-342	N			Motion to approve and accept		O, W, V, N, F		
				building and take \$11,000.00 from				
				contingency.				

24. Discussion and possible action for authorization to add a new line to our cell phone account for Precinct 1 Foreman, Mario Cervantes.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-343	W	N		Motion to approve as presented.		O, W, V, N, F		

25. Discussion and possible action for approval to advertise for competitive sealed bids for a Compact Wheel Loader for Precinct 2 Commissioner Juan Carlos Vazquez.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-344	N	V		Motion to approve as presented.		O, W, V, N, F		

26. Discussion and possible action for approval to declare the following items as salvage and order items to be destroyed and disposed, recycled or auctioned.

1. IT equipment consisting of monitors, bare bone computers, printers, hardware, etc. Located in IT Departments storage room.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-345	N	F		Motion to approve as presented.		O, W, V, N, F		

Carlos Velarde, County Engineer

27. Discussion and possible action regarding the approval or replat modifying property line between lots 14 and 15 Guajia Bay Subdivision, Val Verde County, Texas.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-346	N	F		Motion to approve as presented.		O, W, V, N, F		

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

28. Discussion and possible action regarding the approval of Final Plat for High Lonesome Ranch East Subdivision. A 3,876.16 acres subdivision conveyed to High Lonesome Investments LLC.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-347	N	V		Motion to approve as presented.		O, W, V, N, F		

29. Discussion and possible action on 16.80 Acres behind City of Del Rio/Val Verde County property on Broadbent Avenue.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-348	N	V		Motion to table.		O, W, V, N, F		
22-349	W	V		Motion to authorize the Judge to attempt purchase.		O, W, V, N, F		

Mireya Rodriguez, Fairgrounds Secretary

30. Discussion and possible action regarding amendment of Jay Gonzalez Lease: Border Pitt Battle (Approved on 01/18/2022). Mr. Gonzalez would like to change the name and dates of his event to – KDLK'S 2nd Annual Border Pitt Battle – 10/07/2022 and 10/08/2022.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-350	N	F		Motion to approve as presented.		O, W, V, N, F		

31. Discussion and possible action regarding authorizing Mr. Gonzalez's event (concert date) to run until 1 A.M.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-351	N	V		Motion to approve as presented.		O, W, V, N, F		

32. Discussion and possible action regarding a request by Mr. Gonzalez to receive a power source by 3 posts in parking lot area which currently have no cables for power supply.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-352	W	N		Motion to approve and that they put up another post.		O, W, V, N, F		

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

33. Use of Field for Practice Time Request:

1. Herman Richter: Dodgers (Babe Ruth)

Mr. Richter would like to request 60 Acres Field #6. Monday-Wednesday-Friday from 6-8 P.M. starting asap and ending June. Request made on 04/08/2022.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				No action taken.				

2. Nat Terrazas: Astros

Mr. Terrazas would like to request 60 Acres Field #9. Monday-Wednesday- Friday from 6:30 PM TO 8:30 P.M., starting asap and ending in June. Request made on 04/12/2022.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				No action taken.				

Joe Frank Martinez, County Sheriff

34. Discussion and possible action authorizing Sheriff Joe Martinez to accept a donation of \$500.00 from Mr. and Mrs. Daniel Camp, to be deposit into the Reserves Account.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-353	N	V		Motion to approve as presented.		O, W, V, N, F		

Juanita Barrera, HR Director

35. Human Resources report from April 13, 2022 through May 2, 2022.

A. Sergio Gonzalez, County Court at Law Judge, requesting to stop the distribution of checks to Mayra Quicksall, effective May 2, 2022. Ms. Quicksall has resigned.

B. Joe Frank Martinez, Sheriff, requesting to stop the distribution of checks to Pedro Garcia, Sergeant, Patrol, effective April 15, 2022. Mr. Garcia has retired.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-354	N	V		Motion to approve as presented.		O, W, V, N, F		

36. Discussion and possible action regarding approval of Mandatory Sexual Harassment Training.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-355	N	V		Motion to approve as presented.		O, W, V, N, F		
				All-inclusive elected officials,				
				anyone who fails to attend will be				
				in contempt of order.				

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

37. Discussion and possible action regarding approval to authorize County Judge to have HR post for a Maintenance Worker position.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-356	N	V		Motion to table.		O, W, V, N, F		

Generosa G. Ramon, County Clerk

38. Discussion and possible ratification of the Joint Election Agreement (advising Court of a change in polling location) for the May 7, 2022 Constitutional Amendment Special Election.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-357	N	V		Motion to approve as presented.		O, W, V, N, F		

39. Discussion and possible ratification of the Joint Election Agreement (advising Court of a change in polling location) for the May 7, 2022 Val Verde County Comstock Water Control and Improvement District's General Election.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-358	N	F		Motion to approve as presented.		O, W, V, N, F		

40. Discussion and possible action of the Notice of Election for the May 7, 2022 Constitutional Amendment Special Election and authorizing execution of the Notice.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-359	N	V		Motion to approve as presented.		O, W, V, N, F		

41. Discussion and possible action to approve a Voter Roll Update Project for Val Verde County.

1. Update voter registration records to comply and meet all new state voter requirement and allocate resources for said update.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-360	N	V		Motion to table.		O, W, V, N, F		

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

Elodia Garcia, Tax Assessor-Collector

42. Discussion and possible action on the A.C.T (Appraisal & Collection Technologies) tax collection software contract and authorize County Judge to sign.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-361	N	V		Motion to approve as presented		O, W, V, N, F		
			N	and to add recommendations by	V			
				County Attorney.				

43. Discussion and possible action regarding the SFDR-CISD refund checks.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Report only.				
				[41% mailout]				

David E. Martinez, County Attorney

44. Closed session consultation pursuant to Texas Government Code:

- A. §551.071(2), attorney/client privilege.
- B. §551.071(1)(A), contemplated litigation.
- C. §551.072 regarding the purchase, exchange, lease, or value of real property and possible action in open session thereafter.
- D. §551.073 regarding a negotiated contract, lease, or value of real property and possible action in open session thereafter.

EXECUTIVE SESSION: <u> v </u> §551.071(1) (A) <u> </u> §551.071(1) (A) <u> v </u> §551.071(2) <u> </u> §551.071(1) (B) <u> </u> 51.072 <u> v </u> 551.073 <u> v </u>
OTHER <u> </u> BEGAN @ <u> </u> ENDED @ <u> </u> BREAK @ <u> 10:30 AM </u>
RESUMED @ <u> 11:33 AM </u> ACTION AFTER EX: <u> </u>

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

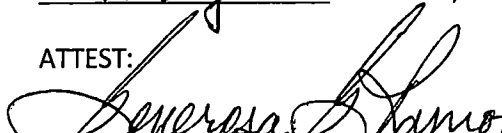
45. Commissioners' comments. None.

46. County Judge's comments. None.

47. Adjourn. 11:33 AM.

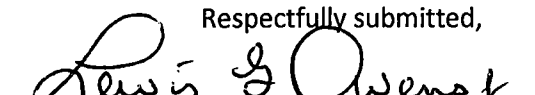
The foregoing, recorded in Volume 62 , pages 426-505 , inclusive, was on this the 10th day of May A.D. 2022, read and is hereby **APPROVED**.

ATTEST:


 GENEROSA G. RAMON, COUNTY CLERK
 VAL VERDE COUNTY, TEXAS



Respectfully submitted,


 LEWIS G. OWENS JR, COUNTY JUDGE
 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 Building
207B East Losoya Street
Del Rio, TX 78840**

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

Social distancing and face masks required

April 26, 2022 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.

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 monthly reports from elected officials.
7. Approving bills for payment.

Robb Stevenson, Director Val Verde Self-Help Center/Equity CDC

8. Presentation on proposed Colonia SHC Program Application.
9. Discussion and possible action to adopt a Resolution authorizing the submission of a Colonia SHC Program Application to TDHCA and authorizing the County Judge to sign the Resolution.

Matthew S. Weingardt, County Auditor

10. Discussion and possible action to approve the Auditor's Report.
11. Discussion and possible action on the following:
 - A. Certification of Revenue – TAC - \$3,676.78 – Sheriff lightning damage.
 - B. Budget adjustment to move \$16,000.00 from Contingency to the Sheriff's Office Capital Expenditures.

Aaron D. Rodriguez, County Treasurer

12. Discussion and possible action to approve the Treasurer's Report.

Lewis G. Owens Jr., County Judge

13. Discussing matters relating to COVID-19.

14. Discussion on immigrants.

15. Discussion and possible action on clarifying the use of 4-H for Education Foundation.

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Robert "Beau" Nettleton, County Commissioner Pct. 3

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Joe Frank Martinez, County Sheriff

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Juanita Barrera, HR Director

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Generosa G. Ramon, County Clerk

38. Discussion and possible ratification of the Joint Election Agreement (advising Court of a change in polling location) for the May 7, 2022 Constitutional Amendment Special Election.

39. Discussion and possible ratification of the Joint Election Agreement (advising Court of a change in polling location) for the May 7, 2022 Val Verde County Comstock Water Control and Improvement District's General Election.

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41. Discussion and possible action to approve a Voter Roll Update Project for Val Verde County.

- 1.** Update voter registration records to comply and meet all new state voter requirement and allocate resources for said update.

Elodia Garcia, Tax Assessor-Collector

42. Discussion and possible action on the A.C.T (Appraisal & Collection Technologies) tax collection software contract and authorize County Judge to sign.
43. Discussion and possible action regarding the SFDR-CISD refund checks.

David E. Martinez, County Attorney

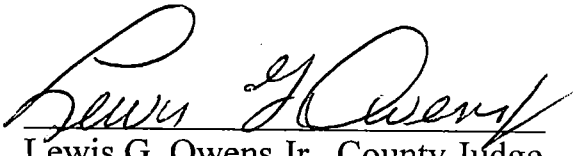
44. Closed session consultation pursuant to Texas Government Code:
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 - B. §551.071(1)(A), contemplated litigation.
 - C. §551.072 regarding the purchase, exchange, lease, or value of real property and possible action in open session thereafter.
 - D. §551.073 regarding a negotiated contract, lease, or value of real property and possible action in open session thereafter.

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.

45. Commissioners' comments.
46. County Judge's comments.
47. 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 830-774-7501 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 May 10, 2022 @ 9:00 a.m.
Agenda Items are due Thursday, May 05, 2022 @ 4:30p.m.


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

THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN
BOARD ON APRIL 22, 2022: AT 1:10 A.M./P.M.

FILED

2022 APR 22 P 1:16

GENERAL CLERK
VAL VERDE COUNTY

BY Melissa D DEPUTY

400 Pecan Street • Del Rio, TX 78840

#9

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF VAL VERDE COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF A COLONIA SELF-HELP CENTER PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED SIGNATORY AND REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE COLONIA SELF-HELP CENTER PROGRAM.

WHEREAS, the Commissioners Court of Val Verde County desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

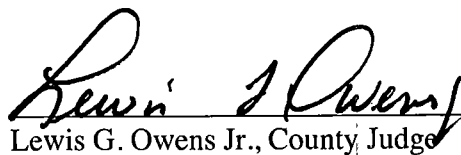
WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interests of Val Verde County to apply for funding under the Colonia Self-Help Center Program;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF VAL VERDE COUNTY, TEXAS:

1. That a Colonia Self-Help Center Program application is hereby authorized to be filed on behalf of the County with the Texas Department of Housing and Community Affairs.
2. That the Commissioners Court directs and designates the County Judge, as the County's Chief Executive Officer and Representative, to act in all matters in connection with this application and to be the County's Authorized Signatory for initial Acquisition and Disclosure Reports, Certification of Exemption and any grant contract resulting from the County's participation in the Colonia Self-Help Center Program.

Passed and approved this 26 day of April, 2022.


Lewis G. Owens Jr., County Judge

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



Report on Real Property Acquisition Activities

This form is for identifying that no acquisition activity is taking place. It is due at the proposal stage and for each Homeownership Assistance activity (i.e. contract for deed conversion, down payment assistance, closing costs, and principle reduction). If acquisition activities are taking place, contact TDHCA for appropriate forms and guidance. Families that are permanently displaced as a result of acquisition activities are entitled to relocation payments and other assistance under the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (URA).

County: Val Verde Contract Number: TBD

For Homeownership Assistance activities, identify the homeowner and address:

Homeowner: _____

Address: _____

Homeownership Assistance Activity: _____

☒ This is the initial report - submitted with the proposal

☐ This is an updated report

☒ No Acquisition Activity is taking place

☐ Involuntary Acquisition

☐ Check if condemnation is exercised

☐ Voluntary Acquisition

Describe Acquisition Activity, if applicable: _____

Prepared by: Robb Stevenson, Equity CDC

County Judge's Signature:

Phone Number: 512-731-0445

County Judge's Printed Name: Lewis G. Owens, Jr.

Title: Executive Director VV SHC

Date: 4-26-22

Date: 4/26/22



U.S. Department of Housing and Urban
Development

451 Seventh Street, SW
Washington, DC 20410
www.hud.gov

espanol.hud.gov

**Environmental Review
for Activity/Project that is Exempt or
Categorically Excluded Not Subject to Section 58.5
Pursuant to 24 CFR Part 58.34(a) and 58.35(b)**

Project Information

Project Name: Val Verde County Self-Help Center Program

Responsible Entity: Val Verde County

Grant Recipient (if different than Responsible Entity):

State/Local Identifier: TBD

Preparer: Robb Stevenson, SHC Service Provider, Equity CDC

Certifying Officer Name and Title: Lewis G. Owens, Jr., County Judge, Val Verde County

Consultant (if applicable): Equity CDC

Project Location: The project areas are 5 colonias, unincorporated residential subdivisions, within Val Verde County: Rise Estates, Val Verde Park, Val Verde Park #2, Cienegas Terrace, and the Town of Comstock. See attached maps.

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]:

Administration of Housing Rehabilitation and Reconstruction Activities and Public Service Activities. Only the activity of Administration is proposed as Exempt. The Housing Activities and Public Service Activities will be subject to an Environmental Assessment.

Level of Environmental Review Determination:

☒ Activity/Project is Exempt per 24 CFR 58.34(a): _____ Administration _____

☐ Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b):

Funding Information

Grant Number	HUD Program	Funding Amount
TBD	State CDBG Program	\$1,000,000

Estimated Total HUD Funded Amount: \$1,000,000 total grant award; of which General Administration is \$150,000.

This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable): N/A

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$1,250,000 total grant award to be administered; \$150,000 to be designated for administration activities.

Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6		
Airport Runway Clear Zones and Accident Potential Zones 24 CFR Part 51 Subpart D	Yes No ☐ ☐	Compliance will be determined at the site-specific level once addresses become known.
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier	Yes No ☐ ☒	The project does not involve the placement, erection, or removal of materials, nor an increase in the intensity of use in the Coastal

Improvement Act of 1990 [16 USC 3501]		Zone (CZ). The subject properties are not located in the CZ. See Attachment A.
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes No ☐ ☒	Val Verde County participates in the National Flood Insurance Program. See Attachment B.

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

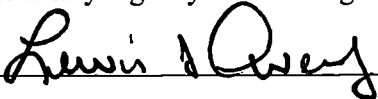
Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure

Preparer Signature: _____ Date: _____

Name/Title/Organization: Robb Stevenson, Executive Director Equity CDC, Val Verde County Self-Help Center Service Provider

Responsible Entity Agency Official Signature:

 Date: 4.25.22

Name/Title: Lewis G. Owens Jr., County Judge, County of Val Verde

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).



Fund Balance Report

As Of 04/20/2022

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
1111 - General Fund	6,462,586.60	16,259,522.68	11,061,058.72	11,661,050.56
1133 - 2011 SL 179	76,056.76	3.79	0.00	76,060.55
1178 - 2016 Tax Note	69,386.48	3.44	4,721.68	64,668.24
1222 - Balance Road & Bridge	86,201.78	1,582,077.66	1,286,300.41	209,575.47
1333 - Interest & Sinking	117,192.21	1,917,241.78	964,574.97	1,069,859.02
1444 - Payroll Clearing County	33,797.87	7,417,564.94	6,753,504.26	697,858.50
1701 - Technology Fund - JP #1	15,734.57	1,457.77	2,760.00	14,432.34
1702 - Technology Fund - JP #2	15,260.09	1,399.16	2,500.00	14,159.25
1703 - Technology Fund - JP #3	12,988.90	266.91	2,500.00	10,755.81
1704 - Technology Fund - JP #4	7,094.97	949.67	3,509.58	4,535.01
1705 - Hot Check - County Attorney	21,926.23	125.09	0.00	22,051.32
1706 - Pre Trial County Attorney	149,794.70	4,594.50	3,307.42	151,081.78
1707 - Technology Fund - County n District Clerk	971.24	125.64	0.00	1,096.88
1708 - Records Archive - County Clerk	216,423.99	28,305.80	28,300.00	216,429.79
1709 - Management & Preservation - County Clerk	130,352.17	28,844.83	10,287.60	148,909.40
1710 - Open - County	12.30	0.00	0.00	12.30
1711 - Management & Preservation - County	25,626.13	695.72	0.00	26,321.85
1712 - State Forfeiture - DA	69,920.63	151.35	32,048.13	38,023.85
1713 - Pretrial - DA	45,809.68	1,205.32	0.00	47,015.00
1714 - Court Records Preservation - County	15,179.94	1,105.55	0.00	16,285.49
1715 - Management & Preservation - District Clerk	28,408.23	860.91	0.00	29,269.14
1716 - Records Archive - District Clerk	39,173.00	1,168.78	0.00	40,341.78
1717 - State Forfeiture - Sheriff	5,492.29	12.62	0.00	5,504.91
1718 - DOJ Forfeiture - Sheriff	13,990.66	31.77	300.00	13,722.43
1719 - DOJ Forfeiture - Sheriff	4,165.94	9.43	600.00	3,575.37
1720 - LEOSE - Sheriff	10,974.37	21.20	6,484.37	4,511.20
1721 - Chapter 19 - Tax Assessor	101.85	387.20	0.00	285.35
1722 - Motor VIT - Tax Assessor	29,265.29	66.39	0.00	29,331.68
1723 - Vehicle Fee Fund - Tax Assessor	0.00	0.00	0.00	0.00
1724 - Court Reporter	23,754.17	2,293.72	0.00	26,047.89
1725 - Court House Security Fund	44,742.26	6,746.38	339.50	51,149.14
1726 - JP Court House Security Fund	7,012.93	2,030.34	0.00	9,043.27
1727 - Law Library	11,725.35	5,361.67	13,237.22	-19,600.90
1728 - Jury Fund	21,099.26	1,307.04	15,969.00	6,437.30
1729 - Election Fund	1.45	-0.04	109.00	-107.59
1730 - Family Protection Fund	9,825.89	698.76	0.00	10,524.65
1731 - Settlements - District Attorney	50,871.62	149.96	0.00	51,021.58
1732 - DWI Program Fund	41,404.12	6,852.70	39,902.38	8,354.44
1733 - LEOSE - Constable #3	4,695.47	10.65	0.00	4,706.12
1734 - HOT Fund	109,851.42	31,914.85	8,800.00	132,966.27
1735 - HOT Fund (City)	299,058.97	99,443.19	0.00	398,502.16
1736 - 2019 \$4.3M Certificate of Obligation	2,613.15	5.96	0.00	2,619.11
1801 - Settlement Fund - Sheriff	4,727.25	60.94	0.00	4,788.19
1802 - Ammo Fund - Sheriff	0.00	0.00	0.00	0.00
1803 - Tower Lease - Sheriff	10,608.36	24.32	0.00	10,632.68
1804 - Reserves Fund - Sheriff	9,926.16	22.71	964.99	8,983.88
1805 - San Felipe Pastures Fund	30,470.29	69.77	0.00	30,490.06
1806 - Financial Integrity Fund	50,814.45	115.53	0.00	50,930.98
1807 - Fire Reserves Fund	10,417.84	23.88	0.00	10,441.72
1808 - USDA Pens Improvements	110,894.18	17,058.45	22,388.00	105,564.63
1809 - 2019 \$1.7M Revenue Note	1.86	0.00	0.00	1.86
1810 - County Administration Building	7,787.55	15.89	3,456.90	4,346.54
1811 - Employee Wellness	6,962.22	11.35	4,155.02	2,818.55
1812 - County Projects	1,334,687.13	397,864.40	101,872.08	1,630,679.45

Fund Balance Report

As Of 04/20/2022

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
1813 - Southwest Broder Prosecution	26,163.65	59.99	0.00	26,223.64
1814 - ARPA (SLFRF)	0.00	4,051,754.79	44,480.61	4,007,274.18
1815 - Technology Fund	259.90	0.59	0.00	260.49
1900 - 2021 \$3.9M Tax Note	2,153,592.93	4,289.45	1,308,727.60	849,154.78
1901 - 2021 \$4.3M Certificate Of Obligation	3,164,760.32	7,572.69	0.00	3,172,333.01
Report Total:	15,056,510.96	31,883,960.83	21,727,159.44	25,213,312.35



Expense Approval Report

By Segment (Select Below)

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 0001 - Hall Damage					
Home Depot Dept 32-254092	4974384	03/24/2022	BM - Installation Equip	1812-0001-30-18111	16.41
Home Depot Dept 32-254092	4974384	03/24/2022	BM - Installation Equip	1812-0001-30-18111	320.54
Home Depot Dept 32-254092	4974384	03/24/2022	BM - Installation Equip	1812-0001-30-18111	7.20
Home Depot Dept 32-254092	4974384	03/24/2022	BM - Installation Equip	1812-0001-30-18111	6.06
Home Depot Dept 32-254092	4974384	03/24/2022	BM - Installation Equip	1812-0001-30-18111	31.74
Home Depot Dept 32-254092	4974384	03/24/2022	BM - Installation Equip	1812-0001-30-18111	3.60
Home Depot Dept 32-254092	4974384	03/24/2022	BM - Installation Equip	1812-0001-30-18111	11.46
Department 0001 - Hall Damage Total:					397.01
Department: 0004 - Electrical Storm					
Amazon.com LLC	1NGD-XJ4N-YKF4 - 1	11/01/2021	Sheriff - Ethernet Cables	1812-0004-30-16000	530.97
Department 0004 - Electrical Storm Total:					530.97
Department: 1094 - .					
Sandra Hernandez	89	04/18/2022	DWI - Education Specialist	2666-1094-31-26170	875.00
Oscar J. Sagace	004	04/19/2022	DWI - Counseling	2666-1094-31-26170	800.00
Oriando Venegas	1009	04/19/2022	DWI - Counseling Svc	2666-1094-31-26170	1,200.00
Luis F Arroyo	18-2021	04/19/2022	DWI - Compliance Officer	2666-1094-31-26170	580.00
Department 1094 - . Total:					3,455.00
Department: 1098 - .					
Quill Corporation	24300456	04/06/2022	BPU - Office	2666-1098-31-26360	75.64
Quill Corporation	24310345	04/06/2022	BPU - Office	2666-1098-31-26360	302.56
Quill Corporation	24310345	04/06/2022	BPU - Office	2666-1098-31-26360	101.64
Department 1098 - . Total:					479.84
Department: 1111 - General Fund					
Gerald Mccrary	04/18/2022	04/18/2022	HOT - In Kind Allocation	1734-1111-36-16000	3,800.00
Department 1111 - General Fund Total:					3,800.00
Department: 1200 - County Judge					
Quill Corporation	24162226	03/31/2022	Co Judge - Office	1111-1200-30-16000	152.09
DialTone Services, L.P.	220904011	04/04/2022	EM - Satellite Svc	1111-1200-30-16420	130.70
Department 1200 - County Judge Total:					282.79
Department: 1201 - County Clerk					
Cannon Graphics	19621	04/13/2022	Co Clerk - Envelopes	1111-1201-30-16000	323.48
Department 1201 - County Clerk Total:					323.48
Department: 1203 - Veteran's Office					
Capital One, N.A.	09578	04/07/2022	Vet - Supplies	1111-1203-30-16000	20.98
Capital One, N.A.	09578	04/07/2022	Vet - Supplies	1111-1203-30-16000	39.36
DS Waters of America Inc	11089708040822	04/08/2022	Vet - Water	1111-1203-30-16000	60.20
Department 1203 - Veteran's Office Total:					120.54
Department: 1204 - 63rd District Court					
DS Waters of America Inc	11089708040822	04/08/2022	63rd - Water	1111-1204-31-16000	23.91
Department 1204 - 63rd District Court Total:					23.91
Department: 1205 - District Clerk					
DS Waters of America Inc	11089708040822	04/08/2022	Dist Clerk - Water	1111-1205-31-16000	20.68
Department 1205 - District Clerk Total:					20.68
Department: 1206 - JP#1					
Edoctec	19614	04/01/2022	JP 1 - Annual Maint	1701-1206-31-16000	2,500.00
Jesse Trevino	03/22/2022	04/06/2022	JP 1 - Mileage	1111-1206-31-16200	68.91
Berain Ventures, LLC	1572	04/12/2022	JP 1 - Shirts	1111-1206-31-16000	85.00
Berain Ventures, LLC	1572	04/12/2022	JP 1 - Shirts	1111-1206-31-16000	85.00
US Postmaster	04/22/2022	04/22/2022	JP 1 - Postage	1111-1206-31-16000	300.00
Jesse Trevino	05/08/2022	05/08/2022	JP 1 - Meals/Mileage	1111-1206-31-16200	184.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Jesse Trevino	05/08/2022	05/08/2022	JP 1 - Meals/Mileage	1111-1206-31-16200	270.27
Texas Justice Court Training C	58936	05/08/2022	JP 1 - Reg Fee	1111-1206-31-16200	110.00
Texas Justice Court Training C	58936	05/08/2022	JP 1 - Reg Fee	1111-1206-31-16200	75.00
Texas Justice Court Training C	58937	05/10/2022	JP 1 - Reg Fee	1111-1206-31-16200	75.00
Texas Justice Court Training C	58937	05/10/2022	JP 1 - Reg Fee	1111-1206-31-16200	55.00
Department 1206 - JP#1 Total:					3,808.18
Department: 1207 - JP#2					
Edoctec	19615	04/01/2022	JP 2 - Annual Maint	1702-1207-31-16000	2,500.00
US Postmaster	04/07/2022	04/07/2022	JP 2 - Postage	1111-1207-31-16000	219.00
US Postmaster	04/08/2022	04/07/2022	JP 2 - Postage	1111-1207-31-16000	219.00
DS Waters of America Inc	11089708040822	04/08/2022	JP 2 - Water	1111-1207-31-16000	42.11
Texas State University-San Ma	61330	04/13/2022	JP 2 - Reg Fee	1111-1207-31-16200	55.00
Texas State University-San Ma	61330	04/13/2022	JP 2 - Reg Fee	1111-1207-31-16200	75.00
Texas State University-San Ma	62181	05/03/2022	JP 2 - Reg Fee	1111-1207-31-16200	50.00
Texas State University-San Ma	62280	05/03/2022	JP 2 - Reg Fee	1111-1207-31-16200	50.00
Antonio Faz III	05/10/2022	05/10/2022	JP 2 - Meals/Mileage	1111-1207-31-16200	92.00
Antonio Faz III	05/10/2022	05/10/2022	JP 2 - Meals/Mileage	1111-1207-31-16200	270.27
Department 1207 - JP#2 Total:					3,572.38
Department: 1208 - JP#3					
Edoctec	19616	04/01/2022	JP 3 - Annual Maint	1703-1208-31-16000	2,500.00
Department 1208 - JP#3 Total:					2,500.00
Department: 1209 - JP#4					
Edoctec	19617	04/01/2022	JP 4 - Annual Maint	1704-1209-31-16000	2,500.00
Quill Corporation	24310076	04/06/2022	JP 4 - Office	1111-1209-31-16000	8.98
Quill Corporation	24310076	04/06/2022	JP 4 - Office	1111-1209-31-16000	6.92
Quill Corporation	24310076	04/06/2022	JP 4 - Office	1111-1209-31-16000	19.25
Quill Corporation	24310076	04/06/2022	JP 4 - Office	1111-1209-31-16000	16.65
Quill Corporation	24310076	04/06/2022	JP 4 - Office	1111-1209-31-16000	11.05
Hilda Lopez	05/08/2022	05/08/2022	JP 4 - Mileage	1111-1209-31-16200	276.12
Hilda Lopez	05/08/2022	05/08/2022	JP 4 - Meals	1111-1209-31-16200	184.00
Texas Justice Court Training C	58399	05/08/2022	JP 4 - Reg Fee	1111-1209-31-16200	185.00
Texas Justice Court Training C	58400	05/10/2022	JP 4 - Reg Fee	1111-1209-31-16200	130.00
Department 1209 - JP#4 Total:					3,337.97
Department: 1210 - County Court at Law					
Quill Corporation	24213450	04/01/2022	CCL - Office	1111-1210-31-16000	11.22
Quill Corporation	24213450	04/01/2022	CCL - Office	1111-1210-31-16000	20.65
Quill Corporation	24213450	04/01/2022	CCL - Office	1111-1210-31-16000	135.98
Thomson Reuter - West	846201680	04/04/2022	CCL - Subscription	1111-1210-31-16000	196.00
DS Waters of America Inc	11089708040822	04/08/2022	CCL - Water	1111-1210-31-16000	3.23
Department 1210 - County Court at Law Total:					367.08
Department: 1211 - County Attorney					
Thomson Reuter - West	846212152	04/04/2022	Co Atty - Subscription	1111-1211-31-16000	1,485.68
DS Waters of America Inc	11089708040822	04/08/2022	Co Atty - Water	1111-1211-31-16000	22.67
John M. Clemmer	05/11/2022	05/11/2022	Co Atty - Meals/Mileage	1111-1211-31-16315	122.00
John M. Clemmer	05/11/2022	05/11/2022	Co Atty - Meals/Mileage	1111-1211-31-16315	181.35
Department 1211 - County Attorney Total:					1,811.70
Department: 1212 - County Auditor					
Stidham & Stidham Investme	3319	02/28/2022	Auditor - Feb Rent	1111-1212-30-16000	100.00
Stidham & Stidham Investme	3320	03/31/2022	Auditor - March Rent	1111-1212-30-16000	100.00
DS Waters of America Inc	11089708040822	04/08/2022	Auditor - Water	1111-1212-30-16000	22.67
Department 1212 - County Auditor Total:					222.67
Department: 1213 - County Treasurer					
Capital One, N.A.	09699	04/07/2022	Treas - Supplies	1111-1213-30-16000	44.94
DS Waters of America Inc	11089708040822	04/08/2022	Treas - Water	1111-1213-30-16000	9.71
Department 1213 - County Treasurer Total:					54.65
Department: 1214 - County Tax Collector					
Harris Local Government Solu	TAMN00001694	02/25/2022	Tax - PACS Collections	1111-1214-30-16414	10,388.12
The Master's Touch, LLC	M220127	03/31/2022	Tax - Alpha Books	1111-1214-30-16000	495.85

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
The Master's Touch, LLC	M220127	03/31/2022	Tax - Alpha Books	1111-1214-30-16020	30.00
DS Waters of America Inc	11089708040822	04/08/2022	Tax - Water	1111-1214-30-16000	83.49
LD Products, Inc.	SIP-013261631	04/14/2022	Tax - Toners	1111-1214-30-16000	17.99
LD Products, Inc.	SIP-013261631	04/14/2022	Tax - Toners	1111-1214-30-16000	17.99
LD Products, Inc.	SIP-013261631	04/14/2022	Tax - Toners	1111-1214-30-16000	17.99
LD Products, Inc.	SIP-013261631	04/14/2022	Tax - Toners	1111-1214-30-16000	31.98
Department 1214 - County Tax Collector Total:					11,083.41

Department: 1215 - IT Department

Lands' End Business Ourfilters	SIN10073363	03/29/2022	IT - Shirts	1111-1215-30-16000	35.95
Lands' End Business Ourfilters	SIN10073363	03/29/2022	IT - Shirts	1111-1215-30-16000	30.95
Lands' End Business Ourfilters	SIN10073363	03/29/2022	IT - Shirts	1111-1215-30-16000	29.95
Lands' End Business Ourfilters	SIN10073363	03/29/2022	IT - Shirts	1111-1215-30-16000	47.70
Lands' End Business Ourfilters	SIN10073363	03/29/2022	IT - Shirts	1111-1215-30-16000	39.95
Lands' End Business Ourfilters	SIN10073363	03/29/2022	IT - Shirts	1111-1215-30-16000	39.95
Capital One, N.A.	03321	04/14/2022	IT - Coffee/Water	1111-1215-30-16000	19.55
Department 1215 - IT Department Total:					244.00

Department: 1216 - Purchasing Department

Capital One, N.A.	03321	04/14/2022	Purch - Coffee/Water	1111-1216-30-16000	19.55
Department 1216 - Purchasing Department Total:					19.55

Department: 1217 - County Agent

Val Verde County	808	04/04/2022	Co Agent - Copy Paper	1111-1217-30-16000	36.88
DS Waters of America Inc	11089708040822	04/08/2022	Co Agent - Water	1111-1217-30-16000	3.23
Bowlin's Ten Minute	5583	04/12/2022	Co Agent - Oil Chg	1111-1217-30-16202	94.95
Russell True Value	483248	04/19/2022	Co Agent - Supplies	1111-1217-30-16205	103.96
Department 1217 - County Agent Total:					239.02

Department: 1218 - Library

Quill Corporation	24130873	03/30/2022	Lib - Office	1111-1218-36-16000	82.00
Quill Corporation	24130873	03/30/2022	Lib - Office	1111-1218-36-16000	82.00
Quill Corporation	24130873	03/30/2022	Lib - Office	1111-1218-36-16000	82.00
Quill Corporation	24130873	03/30/2022	Lib - Office	1111-1218-36-16000	82.00
Midwest Tape, LLC	501905176	03/31/2022	Lib - DVD's	1111-1218-36-16680	29.99
Ingram Library Services	58743393	04/01/2022	Lib - Books	1111-1218-36-16680	150.20
Quill Corporation	24243851	04/04/2022	Lib - Office	1111-1218-36-16000	164.76
Ingram Library Services	58776372	04/04/2022	Lib - Books	1111-1218-36-16680	8.58
Oriental Trading Company	716058455-01	04/04/2022	Lib - SRP - Supplies	1111-1218-36-16979	4.97
Oriental Trading Company	716058455-01	04/04/2022	Lib - SRP - Supplies	1111-1218-36-16979	39.98
Oriental Trading Company	716058455-01	04/04/2022	Lib - SRP - Supplies	1111-1218-36-16979	39.98
Oriental Trading Company	716058455-01	04/04/2022	Lib - SRP - Supplies	1111-1218-36-16979	17.99
Oriental Trading Company	716058455-01	04/04/2022	Lib - SRP - Supplies	1111-1218-36-16979	23.98
Oriental Trading Company	716058455-01	04/04/2022	Lib - SRP - Supplies	1111-1218-36-16979	5.99
Oriental Trading Company	716058455-01	04/04/2022	Lib - SRP - Supplies	1111-1218-36-16979	29.99
Oriental Trading Company	716058455-01	04/04/2022	Lib - SRP - Supplies	1111-1218-36-16979	87.96
Oriental Trading Company	716058455-01	04/04/2022	Lib - SRP - Supplies	1111-1218-36-16979	13.00
Oriental Trading Company	716058455-01	04/04/2022	Lib - SRP - Supplies	1111-1218-36-16979	64.99
Oriental Trading Company	716058455-01	04/04/2022	Lib - SRP - Supplies	1111-1218-36-16979	98.54
Oriental Trading Company	716058455-01	04/04/2022	Lib - SRP - Supplies	1111-1218-36-16979	41.39
Oriental Trading Company	716058455-01	04/04/2022	Lib - SRP - Supplies	1111-1218-36-16979	5.99
Oriental Trading Company	716058455-01	04/04/2022	Lib - SRP - Supplies	1111-1218-36-16979	5.99
Oriental Trading Company	716058455-01	04/04/2022	Lib - SRP - Supplies	1111-1218-36-16979	44.99
Oriental Trading Company	716058455-01	04/04/2022	Lib - SRP - Supplies	1111-1218-36-16979	56.61
Oriental Trading Company	716058455-01	04/04/2022	Lib - SRP - Supplies	1111-1218-36-16979	10.99
Oriental Trading Company	716058455-01	04/04/2022	Lib - SRP - Supplies	1111-1218-36-16979	8.29
Oriental Trading Company	716058455-02	04/04/2022	Lib - SRP - Supplies	1111-1218-36-16979	149.98
Oriental Trading Company	716058455-02	04/04/2022	Lib - SRP - Supplies	1111-1218-36-16979	54.99
Quill Corporation	24264329	04/05/2022	Lib - Office	1111-1218-36-16000	152.00
Raymond Geddes & Co.	809274	04/05/2022	Lib - SRP - Supplies	1111-1218-36-16979	41.28
Raymond Geddes & Co.	809274	04/05/2022	Lib - SRP - Supplies	1111-1218-36-16979	28.80
Raymond Geddes & Co.	809274	04/05/2022	Lib - SRP - Supplies	1111-1218-36-16979	23.00
Raymond Geddes & Co.	809274	04/05/2022	Lib - SRP - Supplies	1111-1218-36-16979	15.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Early Childhood, LLC	P41218510101	04/06/2022	Lib - SRP - Supplies	1111-1218-36-16979	52.19
Early Childhood, LLC	P41218510101	04/06/2022	Lib - SRP - Supplies	1111-1218-36-16979	54.99
Early Childhood, LLC	P41218510101	04/06/2022	Lib - SRP - Supplies	1111-1218-36-16979	47.01
Early Childhood, LLC	P41218510101	04/06/2022	Lib - SRP - Supplies	1111-1218-36-16979	8.69
Early Childhood, LLC	P41218510101	04/06/2022	Lib - SRP - Supplies	1111-1218-36-16979	42.54
Early Childhood, LLC	P41218510101	04/06/2022	Lib - SRP - Supplies	1111-1218-36-16979	22.02
Baker & Taylor Books	5017656718	04/07/2022	Lib - Books	1111-1218-36-16680	27.13
Midwest Tape, LLC	501942303	04/07/2022	Lib - DVD's	1111-1218-36-16680	14.99
DS Waters of America Inc	11089708040822	04/08/2022	Lib - Water	1111-1218-36-16000	202.63
TFS Leasing	75958375	04/09/2022	Lib - Copier	1111-1218-36-16415	275.68
Berain Ventures, LLC	1532	04/14/2022	Lib - Shirts	1111-1218-36-16979	687.50
Berain Ventures, LLC	1532	04/14/2022	Lib - Shirts	1111-1218-36-16979	375.00
Department 1218 - Library Total:					3,558.57

Department: 1219 - Rural Fire & EMS

DialTone Services, L.P.	220904012	04/04/2022	Fire - Satellite Svc	1111-1219-33-16000	65.35
Carlos D. Villarreal	00011 - 1	04/05/2022	Fire - Tire	1111-1219-33-16000	35.00
Carlos D. Villarreal	00011 - 1	04/05/2022	Fire - Tire	1111-1219-33-16000	449.00
Signs Now	23412	04/07/2022	Fire - Decals	1111-1219-33-16000	1,100.60
Pro Auto Supply	542557	04/07/2022	Fire - Parts	1111-1219-33-16000	74.99
Carlos D. Villarreal	3253	04/13/2022	Fire - Mount/Tires	1111-1219-33-16000	69.18
Carlos D. Villarreal	3253	04/13/2022	Fire - Mount/Tires	1111-1219-33-16000	90.00
Carlos D. Villarreal	3253	04/13/2022	Fire - Mount/Tires	1111-1219-33-16000	794.00
Carlos D. Villarreal	3254	04/13/2022	Fire - Tire Rprs	1111-1219-33-16000	40.00
Thompson Tire Center	0041460	04/14/2022	Fire - Tire	1111-1219-33-16000	190.16
Russell True Value	483157	04/14/2022	Fire - Supplies	1111-1219-33-16000	116.97
Pro Auto Supply	543349	04/14/2022	Fire - Parts	1111-1219-33-16000	24.82
Jose Barragan	05/06/2022	05/06/2022	Fire - Meals	1111-1219-33-16200	92.00
Department 1219 - Rural Fire & EMS Total:					3,142.07

Department: 1220 - Parks & Building Maintenance

City of Del Rio	04-000853-00-03/23/2022	03/23/2022	BM - Utilities	1111-1220-37-16503	300.92
City of Del Rio	04-023000-01-03/23/2022	03/23/2022	BM - Utilities	1111-1220-37-16503	1,093.39
City of Del Rio	05-007550-00-03/23/2022	03/23/2022	BM - Utilities	1111-1220-37-16503	28.82
City of Del Rio	05-007600-00-03/23/2022	03/23/2022	BM - Utilities	1111-1220-37-16503	1,531.60
Lake Amistad Rentals, Llc.	22014	03/25/2022	BM - Utilities	1111-1220-37-16503	40.00
City of Del Rio	46-001690-00-03/25/2022	03/25/2022	BM - Utilities	1111-1220-37-16503	27.99
City of Del Rio	46-001691-00-03/25/2022	03/25/2022	BM - Utilities	1111-1220-37-16503	874.33
City of Del Rio	46-007770-00-03/25/2022	03/25/2022	BM - Utilities	1111-1220-37-16503	60.34
City of Del Rio	46-012840-01-03/25/2022	03/25/2022	BM - Utilities	1111-1220-37-16503	52.54
City of Del Rio	46-012950-00-03/25/2022	03/25/2022	BM - Utilities	1111-1220-37-16503	129.06
City of Del Rio	46-013205-00-03/25/2022	03/25/2022	BM - Utilities	1111-1220-37-16503	94.35
City of Del Rio	46-013810-01-03/25/2022	03/25/2022	BM - Utilities	1111-1220-37-16503	99.92
City of Del Rio	46-013820-00-03/25/2022	03/25/2022	BM - Utilities	1111-1220-37-16503	1,687.93
City of Del Rio	46-013850-00-03/25/2022	03/25/2022	BM - Utilities	1111-1220-37-16503	17.39
City of Del Rio	10-000200-00-03/28/2022	03/28/2022	BM - Utilities	1111-1220-37-16503	957.93
City of Del Rio	11-000455-01-03/28/2022	03/28/2022	BM - Utilities	1111-1220-37-16503	36.17
City of Del Rio	14015200-01-03/30/2022	03/30/2022	BM - Utilities	1111-1220-37-16503	62.83
Red River Waste Solutions	000650207 - 1	03/31/2022	BM - Trash P/U	1111-1220-37-16503	207.20
City of Del Rio	15-002680-00-03/31/2022	03/31/2022	BM - Utilities	1111-1220-37-16503	178.06
City of Del Rio	15-002800-00-03/31/2022	03/31/2022	BM - Utilities	1111-1220-37-16503	32.25
City of Del Rio	55-100174-00-03/31/2022	03/31/2022	BM - Dumpsters	1111-1220-37-16503	117.29
City of Del Rio	55-118000-00-03/31/2022	03/31/2022	BM - Dumpsters	1111-1220-37-16503	117.29
City of Del Rio	55-590000-00-03/31/2022	03/31/2022	BM - Dumpsters	1111-1220-37-16503	117.29
City of Del Rio	55-618000-00-03/31/2022	03/31/2022	BM - Dumpsters	1111-1220-37-16503	117.29
City of Del Rio	55-702000-01-03/31/2022	03/31/2022	BM - Dumpsters	1111-1220-37-16503	101.09
City of Del Rio	55-754000-00-03/31/2022	03/31/2022	BM - Dumpsters	1111-1220-37-16503	163.17
City of Del Rio	55-813000-00-03/31/2022	03/31/2022	BM - Dumpsters	1111-1220-37-16503	117.29
City of Del Rio	55-814000-00-03/31/2022	03/31/2022	BM - Dumpsters	1111-1220-37-16503	226.62
City of Del Rio	55-815000-00-03/31/2022	03/31/2022	BM - Dumpsters	1111-1220-37-16503	226.62
City of Del Rio	55-817000-00-03/31/2022	03/31/2022	BM - Dumpsters	1111-1220-37-16503	117.29
City of Del Rio	55-825000-00-03/31/2022	03/31/2022	BM - Dumpsters	1111-1220-37-16503	163.17

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
City of Del Rio	55-880000-01-03/31/2022	03/31/2022	BM - Dumpsters	1111-1220-37-16503	117.29
AT&T Corp	8529-3/31/22	03/31/2022	BM - Utilities	1111-1220-37-16503	49.39
Charter Communications Hold	0076316040122	04/01/2022	Dist Clerk - Internet	1111-1220-37-16503	130.66
Charter Communications Hol	074261801040122	04/01/2022	BM - Utilities	1111-1220-37-16503	272.74
Big Bend Telephone Co.	10487398	04/01/2022	BM - Utilities	1111-1220-37-16503	366.86
City of Del Rio	21-017400-00-04/01/2022	04/01/2022	BM - Utilities	1111-1220-37-16503	216.14
City of Del Rio	21-300000-01-04/01/2022	04/01/2022	BM - Utilities	1111-1220-37-16503	99.91
Charter Communications Hold	0177930040222	04/02/2022	Fire - Internet	1111-1220-37-16503	135.69
Charter Communications Hold	0527144040222	04/02/2022	Vet - Internet	1111-1220-37-16503	120.61
Charter Communications Hold	0538612040322	04/03/2022	Lib - Internet	1111-1220-37-16503	2,251.76
Frontier Southwest Incorporat	090319-5-4/03/22	04/03/2022	BM - Utilities	1111-1220-37-16503	126.39
Rio Grande Electric Inc.	04/05/2022	04/05/2022	BM - Utilities	1111-1220-37-16503	383.85
Unifirst Corporation	8232849556	04/05/2022	BM - Uniforms	1111-1220-37-16330	72.33
City of Del Rio	373145	04/06/2022	BM - Landfill	1111-1220-37-16330	24.36
Tractor Supply Co.Dept. 30-12	469428	04/06/2022	BM - Supplies	1111-1220-37-16330	82.96
T.J. Moore Lumber	531042	04/06/2022	BM - Material	1111-1220-37-16330	78.70
McCoy's	8873210	04/06/2022	BM - Material	1111-1220-37-16330	33.26
McCoy's	8873221	04/06/2022	BM - Material	1111-1220-37-16330	1.91
Del Rio Feed & Supply	909448	04/06/2022	BM - Supplies	1111-1220-37-16330	27.00
Del Rio Feed & Supply	909469	04/06/2022	BM - Credit Memo	1111-1220-37-16330	-5.76
Home Depot Dept 32-254092	0012246	04/07/2022	BM - Material	1111-1220-37-16330	19.58
Charter Communications Hold	0497272040722	04/07/2022	BM - Internet	1111-1220-37-16503	217.10
Sherwin Williams	3833-4	04/07/2022	BM - Paint	1111-1220-37-16311	250.65
Florentino Almeda	4068	04/07/2022	BM - Supplies	1111-1220-37-16330	71.60
T.J. Moore Lumber	531212	04/07/2022	BM - Material	1111-1220-37-16330	6.58
Pro Auto Supply	542546	04/07/2022	BM - Parts	1111-1220-37-16520	45.49
Pro Auto Supply	542574	04/07/2022	BM - Battery	1111-1220-37-16520	6.00
Pro Auto Supply	542574	04/07/2022	BM - Battery	1111-1220-37-16520	280.46
Unifirst Corporation	8232849911	04/07/2022	Lib - Uniforms/Supplies	1111-1220-37-16330	113.20
Unifirst Corporation	8232849912	04/07/2022	Juv - Supplies	1111-1220-37-16330	19.41
Unifirst Corporation	8232849913	04/07/2022	Crthse - Uniforms/Supplies	1111-1220-37-16330	39.00
McCoy's	8873252	04/07/2022	BM - Material	1111-1220-37-16330	22.05
McCoy's	8873258	04/07/2022	BM - Credit Memo	1111-1220-37-16330	-9.58
Del Rio Feed & Supply	909551	04/07/2022	BM - Supplies	1111-1220-37-16330	130.87
Charter Communications Hold	0218197040822	04/08/2022	BM - Tent Internet	1111-1220-37-16503	2,009.49
Emilio Ruiz	408854	04/08/2022	BM - Tire Rprs	1111-1220-37-16520	15.00
Unifirst Corporation	8232850122	04/08/2022	CAB - Supplies	1111-1220-37-16330	15.62
McCoy's	8873289	04/08/2022	BM - Material	1111-1220-37-16330	16.14
McCoy's	8873291	04/08/2022	BM - Material	1111-1220-37-16330	15.94
McCoy's	8873292	04/08/2022	BM - Credit Memo	1111-1220-37-16330	-16.13
McCoy's	8873293	04/08/2022	BM - Material	1111-1220-37-16330	34.18
Frontier Southwest Incorporat	031020-0-4/11/22	04/11/2022	BM - Utilities	1111-1220-37-16503	74.33
Tractor Supply Co.Dept. 30-12	470367	04/11/2022	BM - Supplies	1111-1220-37-16330	10.81
Tractor Supply Co.Dept. 30-12	470369	04/11/2022	BM - Credit Memo	1111-1220-37-16330	-0.82
Russell True Value	483017	04/11/2022	BM - Supplies	1111-1220-37-16330	29.99
Home Depot Dept 32-254092	68320009756644	04/11/2022	BM - Material	1111-1220-37-16330	20.91
Val Verde County	811	04/11/2022	BM - Lights	1111-1220-37-16300	3.66
McCoy's	8873331	04/11/2022	BM - Material	1111-1220-37-16330	23.36
McCoy's	8873337	04/11/2022	BM - Material	1111-1220-37-16330	18.04
Del Rio Feed & Supply	910391	04/11/2022	BM - Supplies	1111-1220-37-16330	48.90
Cavallo Energy Texas LLC	221020017202125	04/12/2022	BM - Utilities	1111-1220-37-16503	26,069.10
Unifirst Corporation	8232850474	04/12/2022	BM - Uniforms	1111-1220-37-16330	80.58
Unifirst Corporation	8232850475	04/12/2022	Co Agent - Uniforms/Supplies	1111-1220-37-16330	25.92
McCoy's	8873401	04/12/2022	BM - Material	1111-1220-37-16330	22.19
Financial Servicing, LLC	13115596	04/13/2022	BM - Utilities	1111-1220-37-16503	174.68
City of Del Rio	373907	04/13/2022	BM - Landfill	1111-1220-37-16330	5.85
Orlando Carrillo	13387	04/14/2022	Sheriff - Pest Svc	1111-1220-37-16480	36.00
Orlando Carrillo	13388	04/14/2022	Comm Cntr/Fire - Pest Svc	1111-1220-37-16480	36.00
Pro Auto Supply	543316	04/14/2022	BM - Parts	1111-1220-37-16520	67.74
Home Depot Dept 32-254092	68320009758897	04/14/2022	BM - Material	1111-1220-37-16330	14.87

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Del Rio Feed & Supply	911089	04/14/2022	BM - Supplies	1111-1220-37-16330	39.70
Unifirst Corporation	8232851017	04/15/2022	CAB - Supplies	1111-1220-37-16330	15.62
SpectrumVoip, Inc	INS10125	05/01/2022	BM - Utilities	1111-1220-37-16503	59.30
Department 1220 - Parks & Building Maintenance Total:					43,862.86
Department: 1221 - Sheriff					
Amazon.com LLC	1NGD-XJ4N-YKF4	11/01/2021	Sheriff - Ethernet Cables	1111-1221-33-16600	34.99
Public Agency Training Council	260692	02/14/2022	Sheriff - Reg Fee	1720-1221-33-16000	650.00
ABDOUSSALAM KOLY	220330(2)	03/30/2022	Sheriff - Antenna/Cables	1111-1221-33-16600	580.00
ABDOUSSALAM KOLY	220330(2)	03/30/2022	Sheriff - Antenna/Cables	1111-1221-33-16600	132.00
ABDOUSSALAM KOLY	220330(2)	03/30/2022	Sheriff - Antenna/Cables	1111-1221-33-16600	252.00
Galls	020818925	04/01/2022	Sheriff - Uniforms	1111-1221-33-16560	98.00
Galls	020818993	04/01/2022	Sheriff - Uniforms	1111-1221-33-16560	49.00
Pico Propane Operating	06790465-I	04/01/2022	Sheriff - Fuel	1111-1221-33-17061	4,080.00
Capital One, N.A.	07482	04/04/2022	Sheriff - Supplies	1111-1221-33-16600	146.20
DialTone Services, L.P.	220903904	04/04/2022	Sheriff - Satellite Svc	1111-1221-33-16010	261.40
Carlos D. Villarreal	3203	04/05/2022	Sheriff - Tire Rprs	1111-1221-33-17061	20.00
Advanced Auto Parts	6666209772672	04/07/2022	Sheriff - Parts	1111-1221-33-17061	116.57
Capital One, N.A.	00504	04/08/2022	Sheriff - Supplies	1111-1221-33-16600	204.18
Nardis, Inc	0227957-IN	04/08/2022	Sheriff - Uniforms	1111-1221-33-16560	81.56
Nardis, Inc	0227957-IN	04/08/2022	Sheriff - Uniforms	1111-1221-33-16560	34.00
DS Waters of America Inc	11089708040822	04/08/2022	Sheriff - Water	1111-1221-33-16600	71.26
Bowlin's Ten Minute	5582	04/08/2022	Sheriff - Oil Chg	1111-1221-33-17061	94.95
Advanced Auto Parts	6666210125859	04/11/2022	Sheriff - Parts	1111-1221-33-17061	48.61
Amistad Snack & Coffee Servi	6978	04/11/2022	Sheriff - Cups	1111-1221-33-16600	110.00
Nardis, Inc	0228262-IN	04/13/2022	Sheriff - Uniforms	1111-1221-33-16560	254.95
Nardis, Inc	0228262-IN	04/13/2022	Sheriff - Uniforms	1111-1221-33-16560	42.50
Russell True Value	483165	04/14/2022	Sheriff - Supplies	1111-1221-33-16600	45.75
Lions District 2-A2	2022-0405	04/15/2022	Sheriff - Ad	1718-1221-33-16740	75.00
Jose I Roman Jr.	56973	04/15/2022	Sheriff - Dry Cleaning	1111-1221-33-16600	18.00
Joe F Martinez	05/10/2022	05/10/2022	Sheriff - Meals	1111-1221-33-16200	138.00
Department 1221 - Sheriff Total:					7,638.92
Department: 1223 - Other County Expenditures					
Webb County Treasury	M.E.21-0829	10/12/2021	Autopsy - Mudry	1111-1223-30-16760	1,700.00
Webb County Treasury	M.E.21-1389	02/26/2022	Autopsy - Brown	1111-1223-30-16760	1,700.00
GCS Technologies Inc.	CW75386	02/28/2022	Comp Maint - Due Tokens	1111-1223-30-16414	524.99
Eugenia J. Wright	03/11/2022	03/11/2022	63rd - Visiting Judge	1111-1223-31-16780	567.68
Webb County Treasury	M.E.22-0285	03/15/2022	Autopsy - Jaime	1111-1223-30-16760	1,700.00
Webb County Treasury	M.E.22-0093	03/25/2022	Autopsy - Martinez	1111-1223-30-16760	1,700.00
Webb County Treasury	M.E.22-0143	03/25/2022	Autopsy - Chavarria	1111-1223-30-16760	1,700.00
Gary A. Villarreal	2022-0037-CIV	03/28/2022	63rd - Felony - Villarreal	1111-1223-31-16780	400.00
Webb County Treasury	M.E.21-1014	03/29/2022	Autopsy - Smith	1111-1223-30-16760	1,700.00
Andrea Casares	14352CR	04/04/2022	83rd - Felony - Casares	1111-1223-31-16780	350.00
Amazon.com LLC	1GHP-XRW9-36HJ	04/04/2022	Comp Maint - Equipment	1111-1223-30-16414	201.48
Amazon.com LLC	1GHP-XRW9-36HJ	04/04/2022	Comp Maint - Equipment	1111-1223-30-16414	39.99
Amazon.com LLC	1GHP-XRW9-36HJ	04/04/2022	Comp Maint - Equipment	1111-1223-30-16414	29.88
Amazon.com LLC	1GHP-XRW9-36HJ	04/04/2022	Comp Maint - Equipment	1111-1223-30-16414	21.18
Muery & Farrell, PC	2021-0042-CR	04/04/2022	83rd - Felony - Muery	1111-1223-31-16780	600.00
Muery & Farrell, PC	2021-0100-CR	04/04/2022	83rd - Felony - Muery	1111-1223-31-16780	600.00
Andrea Casares	2021-0276-CR	04/04/2022	83rd - Felony - Casares	1111-1223-31-16780	500.00
Muery & Farrell, PC	2021-0307-CR	04/04/2022	83rd - Felony - Muery	1111-1223-31-16780	750.00
Michael J. Bagley	2021-0333-CR	04/04/2022	83rd - Felony - Bagely	1111-1223-31-16780	600.00
Michael J. Bagley	2022-0017-CR	04/04/2022	83rd - Felony - Bagely	1111-1223-31-16780	200.00
Gregorio Flores	2021-0021-CCL - 1	04/07/2022	CCL - CPS - Flores - Child	1111-1223-31-16780	584.00
Quill Corporation	24321633	04/07/2022	Invtry - Office	1111-1223-30-16510	1,650.00
Jad P Harper	2021-0243-CR	04/08/2022	83rd - Felony - Harper	1111-1223-31-16780	800.00
Jad P Harper	2021-0244-CR	04/08/2022	83rd - Felony - Harper	1111-1223-31-16780	200.00
Ortiz & Ortiz, Pc	20-389-CR	04/08/2022	CCL - Misd - Ortiz	1111-1223-31-16780	450.00
Zoom Video Communications,	INV142495877	04/10/2022	Comp Maint - Licenses	1111-1223-30-16414	1,999.00
GCS Technologies Inc.	CW76099	04/11/2022	Comp Maint - Licenses	1111-1223-30-16414	1,395.00
GCS Technologies Inc.	CW76099	04/11/2022	Comp Maint - Licenses	1111-1223-30-16414	888.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GCS Technologies Inc.	CW76099	04/11/2022	Comp Maint - Licenses	1111-1223-30-16414	867.00
GCS Technologies Inc.	CW76099	04/11/2022	Comp Maint - Licenses	1111-1223-30-16414	810.00
GCS Technologies Inc.	CW76099	04/11/2022	Comp Maint - Licenses	1111-1223-30-16414	739.50
GCS Technologies Inc.	CW76099	04/11/2022	Comp Maint - Licenses	1111-1223-30-16414	518.00
GCS Technologies Inc.	CW76099	04/11/2022	Comp Maint - Licenses	1111-1223-30-16414	400.00
Natasha A. Torres	19-640-CR	04/13/2022	CCL - Misd - Torres	1111-1223-31-16780	350.00
Natasha A. Torres	20-404-CR	04/13/2022	CCL - Misd - Torres	1111-1223-31-16780	450.00
Natasha A. Torres	20-424-CR	04/13/2022	CCL - Misd - Torres	1111-1223-31-16780	100.00
Natasha A. Torres	21-202-CR	04/13/2022	CCL - Misd - Torres	1111-1223-31-16780	250.00
Natasha A. Torres	21-219-CR	04/13/2022	CCL - Misd - Torres	1111-1223-31-16780	100.00
Natasha A. Torres	21-389-CR	04/13/2022	CCL - Misd - Torres	1111-1223-31-16780	450.00
Guadalupe R. Rodriguez	J-21-15	04/13/2022	CCL - Juv - Rodriguez	1111-1223-31-16780	550.00
GCS Technologies Inc.	CW76293	04/15/2022	Comp Maint - Billable Svcs	1111-1223-30-16414	656.25
Guadalupe R. Rodriguez	J-21-47	04/18/2022	CCL - Juv - Rodriguez	1111-1223-31-16780	450.00
Abner Martinez	04/19/2022	04/19/2022	Surveyor - May Rent	1111-1223-30-16710	100.00
Department 1223 - Other County Expenditures Total:					30,341.95

Department: 1224 - Road & Bridge

Xerox	015950529	04/03/2022	Comm Offc - Prints	1222-1224-34-16000	24.71
Xerox	015950529	04/03/2022	Comm Offc - Copier	1222-1224-34-16010	101.92
Department 1224 - Road & Bridge Total:					126.63

Department: 1225 - Road & Bridge Precinct 1

Phesco International LLC	2415	03/23/2022	Pct 1 - Starter	1222-1225-34-17000	262.11
Tellus Equipment Solutions, LL	P36917	03/29/2022	Pct 1 - Key Switch	1222-1225-34-17000	63.82
Edgar Hernandez	04/07/2022	04/07/2022	Pct 1 - Meals	1222-1225-34-16200	28.00
City of Del Rio	373191	04/07/2022	Pct 1 - Landfill	1222-1225-34-17000	24.36
Unifirst Corporation	8232850291	04/11/2022	Pct 1 - Uniforms/Supplies	1222-1225-34-17000	43.39
Tractor Supply Co.Dept. 30-12	470603	04/12/2022	Pct 1 - Supplies	1222-1225-34-17000	61.28
Russell True Value	483080	04/12/2022	Pct 1 - Supplies	1222-1225-34-17000	25.95
Daniel Chavez	04/13/2022	04/13/2022	Pct 1 - Meals	1222-1225-34-16200	16.00
Rio Traller Shop	32151	04/13/2022	Pct 1 - Towing Svc	1222-1225-34-17000	1,500.00
McCoy's	8873417	04/13/2022	Pct 1 - Material	1222-1225-34-17000	247.11
McCoy's	8873434	04/13/2022	Pct 1 - Credit Memo	1222-1225-34-17000	-93.58
McCoy's	8873435	04/13/2022	Pct 1 - Material	1222-1225-34-17000	76.03
Tractor Supply Co.Dept. 30-12	471560	04/18/2022	Pct 1 - Supplies	1222-1225-34-17000	119.98
Department 1225 - Road & Bridge Precinct 1 Total:					2,374.45

Department: 1226 - Road & Bridge Precinct 2

DialTone Services, L.P.	220904038	04/04/2022	Pct 2 - Satellite Svc	1222-1226-34-17000	130.70
Paul Hudson HMR	04/11/2022	04/06/2022	Pct 2 - Shipping Container	1222-1226-34-17000	3,550.00
Del Rio Welders Equip.	D689946	04/08/2022	Pct 2 - Supplies	1222-1226-34-17000	106.75
Anastacio Melchor	04/11/2022	04/11/2022	Pct 2 - Meals	1222-1226-34-16200	46.00
David Medina	04/11/2022	04/11/2022	Pct 2 - Meals	1222-1226-34-16200	46.00
Sanchez Tire Shop	15619	04/11/2022	Pct 2 - Tire Rprs	1222-1226-34-17000	17.00
Villarreal's Express Lube	7579	04/11/2022	Pct 2 - Inspection	1222-1226-34-17000	7.00
Unifirst Corporation	8232850292	04/11/2022	Pct 2 - Uniforms/Supplies	1222-1226-34-17000	50.10
Val Verde County Tax A/C- Aut	BLDDPBRXUB93V	04/11/2022	Pct 2 - Inspection	1222-1226-34-17000	7.50
Caldwell Country Chevrolet	NF203172	04/11/2022	Pct 2 - Cap Exp - 22 Silverado	1222-1226-40-17240	41,533.00
Caldwell Country Chevrolet	NF203172 - 1	04/11/2022	Pct 2 - Cap Exp - 22 Silverado	1900-1226-34-17240	12,692.00
Home Depot Dept 32-254092	5012630	04/12/2022	Pct 2 - Pressure Washer	1222-1226-34-17000	849.00
Newman Traffic Signs	TRFINV038537	04/12/2022	Pct 2 - Signs	1222-1226-34-17000	372.33
City of Del Rio	373931	04/14/2022	Pct 2 - Landfill	1222-1226-34-17000	21.60
90 West Contractors Inc.	351307	04/15/2022	Pct 2 - Lime Stone	1222-1226-34-17000	4,178.12
Discount Auto Glass	10492	04/18/2022	Pct 2 - Tint	1222-1226-34-17000	190.00
Capital One, N.A.	09846	04/19/2022	Pct 2 - Supplies	1222-1226-34-17000	147.92
Department 1226 - Road & Bridge Precinct 2 Total:					63,945.02

Department: 1227 - Road & Bridge Precinct 3

ABDOUSSALAM KOLY	220330	03/30/2022	Pct 3 - Board	1222-1227-34-17000	210.00
Holt Company of Texas	PIMS0845500	04/01/2022	Pct 3 - Parts	1222-1227-34-17000	256.68
DialTone Services, L.P.	220903995	04/04/2022	Pct 3 - Satellite Svc	1222-1227-34-17000	130.70
Unifirst Corporation	8232849555	04/05/2022	Pct 3 - Uniforms/Supplies	1222-1227-34-17000	53.28

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
T.J. Moore Lumber	531128	04/07/2022	Pct 3 - Material	1222-1227-34-17000	20.66
Oscar G. Delgado	VVPCT3-022	04/10/2022	Pct 3 - Radios	1222-1227-34-17000	2,695.00
Oscar G. Delgado	VVPCT3-022	04/10/2022	Pct 3 - Radios	1222-1227-34-17000	23,121.00
Pro Auto Supply	542956	04/11/2022	Pct 3 - Parts	1222-1227-34-17000	143.23
Vulcan Materials Co.	62448973	04/11/2022	Pct 3 - Ty D Premix	1222-1227-34-17000	1,661.70
Unifirst Corporation	8232850473	04/12/2022	Pct 3 - Uniforms/Supplies	1222-1227-34-17000	51.53
Pico Propane Operating	06791210-I	04/13/2022	Pct 3 - Fuel	1222-1227-34-17000	369.09
Capital One, N.A.	03417	04/14/2022	Pct 3 - Supplies	1222-1227-34-17000	138.48
Department 1227 - Road & Bridge Precinct 3 Total:					28,851.35
Department: 1228 - Road & Bridge Precinct 4					
Red River Waste Solutions	00060207	03/31/2022	Pct 4 - Trash P/U	1222-1228-34-17000	509.60
Tellus Equipment Solutions, LL	P37005	03/31/2022	Pct 4 - Parts	1222-1228-34-17000	161.56
Yellowhouse Machinery Co.	SA-08724530-672G	04/05/2022	Pct 4 - Cap Exp - Motor Grade	1900-1228-34-17240	142,500.00
Salvador Espinoza	04/07/2022	04/07/2022	Pct 4 - Meals	1222-1228-34-16200	28.00
Raymundo Rodriguez Jr.	04/07/2022	04/07/2022	Pct 4 - Meals	1222-1228-34-16200	28.00
Unifirst Corporation	8232849914	04/07/2022	Pct 4 - Uniforms/Supplies	1222-1228-34-17000	58.78
Tractor Supply Co.Dept. 30-12	469702	04/08/2022	Pct 4 - Supplies	1222-1228-34-17000	159.96
T.J. Moore Lumber	531297	04/08/2022	Pct 4 - Material	1222-1228-34-17000	74.36
O'Reilly Auto Parts	0568-132183	04/11/2022	Pct 4 - Parts	1222-1228-34-17000	56.11
McCoy's	8873344	04/11/2022	Pct 4 - Material	1222-1228-34-17000	280.25
O'Reilly Auto Parts	0568-132672	04/12/2022	Pct 4 - Parts	1222-1228-34-17000	167.60
T.J. Moore Lumber	531472	04/12/2022	Pct 4 - Material	1222-1228-34-17000	46.98
McCoy's	8873414	04/13/2022	Pct 4 - Material	1222-1228-34-17000	26.87
McCoy's	8873447	04/13/2022	Pct 4 - Material	1222-1228-34-17000	29.96
Unifirst Corporation	8232850810	04/14/2022	Pct 4 - Uniforms/Supplies	1222-1228-34-17000	58.78
Department 1228 - Road & Bridge Precinct 4 Total:					144,186.81
Department: 1230 - 83rd District Court					
Quill Corporation	24151317	03/30/2022	83rd - Office	1111-1230-31-16000	42.45
Quill Corporation	24151317	03/30/2022	83rd - Office	1111-1230-31-16000	31.98
Quill Corporation	24151317	03/30/2022	83rd - Office	1111-1230-31-16000	58.94
Quill Corporation	24151317	03/30/2022	83rd - Office	1111-1230-31-16000	111.34
DS Waters of America Inc	11089708040822	04/08/2022	83rd - Water	1111-1230-31-16000	17.43
Department 1230 - 83rd District Court Total:					262.14
Department: 1231 - Risk Management					
DS Waters of America Inc	11089708040822	04/08/2022	RM - Water	1111-1231-30-16000	16.82
T.J. Moore Lumber	531378	04/11/2022	RM - Material	1111-1231-30-16000	30.37
Department 1231 - Risk Management Total:					47.19
Department: 1247 - Community Center					
DS Waters of America Inc	11089708040822	04/08/2022	Comm Cntr - Water	1111-1247-37-16000	33.64
Department 1247 - Community Center Total:					33.64
Department: 1248 - Human Resources					
Quill Corporation	24213700	04/01/2022	HR - Office	1111-1248-30-16000	37.77
DS Waters of America Inc	11089708040822	04/08/2022	HR - Water	1111-1248-30-16000	16.82
Department 1248 - Human Resources Total:					54.59
Department: 1250 - District Attorney					
DS Waters of America Inc	11089708040822	04/08/2022	DA - Water	1111-1250-31-16001	20.68
Whitney Harry	20210105	04/14/2022	DA - Transcripts	1111-1250-31-16001	374.00
Department 1250 - District Attorney Total:					394.68
Department: 1261 - Animal Control					
Del Rio Feed & Supply	911000	04/14/2022	Animal Cont - Supplies	1111-1261-30-16430	108.11
Department 1261 - Animal Control Total:					108.11
Department: 1300 - Non-Departmental Expense					
Texas Association Of Counties	216933 - 1	01/01/2022	Treas - Dues	1111-1300-30-16440	175.00
Texas Association Of Counties	242631	01/01/2022	Treas - Dues	1111-1300-30-16440	40.00
Texas Association Of Counties	246146	01/01/2022	Treas - Dues	1111-1300-30-16440	40.00
Zesch & Pickett Administrator	2022-3	04/14/2022	Admin Fee	1111-1300-30-16430	535.50
TDCAA	202763	05/01/2022	DA - Dues	1111-1300-30-16440	60.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SHRM	SO1614533	05/01/2022	HR - Renewal	1111-1300-30-16440	229.00
Department 1300 - Non-Departmental Expense Total:					1,079.50
Department: 1400 - Capital Expenditures					
Matthew S. Weingardt	05/02/2022	05/02/2022	Auditor - Meals	4121-1400-30-16200	218.00
Matthew S. Weingardt	05/02/2022	05/02/2022	Auditor - Mileage	4121-1400-30-16200	325.03
Nancy Gamez	05/02/2022	05/02/2022	Auditor - Meals	4121-1400-30-16200	218.00
Nancy Gamez	05/02/2022	05/02/2022	Auditor - Mileage	4121-1400-30-16200	325.03
Marla A. Hernandez	05/02/2022	05/02/2022	Auditor - Meals	4121-1400-30-16200	218.00
Department 1400 - Capital Expenditures Total:					1,304.06
Department: 3900 - Court Costs					
Val Verde County Child Welfar	04/08/2022	04/08/2022	Jury Donation	3555-3900-00-16000	40.00
Val Verde County	04/08/2022	04/08/2022	Jury Donation	3555-3900-00-16000	40.00
Val Verde County Child Welfar	04/12/2022	04/12/2022	Jury Donation	3555-3900-00-16000	354.00
Val Verde County	04/12/2022	04/12/2022	Jury Donation	3555-3900-00-16000	84.00
Val Verde County Child Welfar	04/13/2022	04/13/2022	Jury Donation	3555-3900-00-16000	80.00
Department 3900 - Court Costs Total:					598.00
Department: 4444 - 4444					
New York Life Insurance Co.	04/01/2022	04/01/2022	Insurance	1444-4444-31-12070	1,288.29
Texas County & District Retire	INV0006894	04/01/2022	Retirement (County)	1444-4444-30-12130	89,704.06
Washington National Ins Co	P2215870	04/02/2022	Insurance	1444-4444-31-12070	5,972.60
Eyetopla PPA LLC	04/08/2022	04/08/2022	Insurance	1444-4444-31-12070	2,401.00
Texas County & District Retire	INV0006927	04/15/2022	Retirement (County)	1444-4444-30-12130	98,959.24
Texas County & District Retire	INV0006943	04/15/2022	Retirement (County)	1444-4444-30-12130	134.57
Wilcac Life Insurance Compan	05/01/22	05/01/2022	Insurance	1444-4444-31-12070	26.00
Department 4444 - 4444 Total:					198,485.76
Grand Total:					567,091.13

Fund Summary

Fund	Expense Amount
1111 - General Fund	107,831.23
1222 - Balance Road & Bridge	84,292.26
1444 - Payroll Clearing County	198,485.76
1701 - Technology Fund - JP #1	2,500.00
1702 - Technology Fund - JP #2	2,500.00
1703 - Technology Fund - JP #3	2,500.00
1704 - Technology Fund - JP #4	2,500.00
1718 - DOJ Forfeiture - Sheriff	75.00
1720 - LEOSE - Sheriff	650.00
1734 - HOT Fund	3,800.00
1812 - County Projects	927.98
1900 - 2021 \$3.9M Tax Note	155,192.00
2666 - Grants	3,934.84
3555 - District Clerk Court Costs	598.00
4121 - Val Verde County Auditors Special Account	1,304.06
Grand Total:	567,091.13

Account Summary

Account Number	Account Name	Expense Amount
1111-1200-30-16000	County Judge - Office Su	152.09
1111-1200-30-16420	County Judge - Emergen	130.70
1111-1201-30-16000	County Clerk - Office Sup	323.48
1111-1203-30-16000	Veteran's Office - Office	120.54
1111-1204-31-16000	63rd District Court - Offi	23.91
1111-1205-31-16000	District Clerk - Office Sup	20.68
1111-1206-31-16000	Justice of the Peace #1 -	470.00
1111-1206-31-16200	Justice of the Peace #1 -	838.18
1111-1207-31-16000	Justice of the Peace #2 -	480.11
1111-1207-31-16200	Justice of the Peace #2 -	592.27
1111-1209-31-16000	Justice of the Peace #4 -	62.85
1111-1209-31-16200	Justice of the Peace #4 -	775.12
1111-1210-31-16000	Court At Law - Office Su	367.08
1111-1211-31-16000	County Attorney - Office	1,508.35
1111-1211-31-16315	County Attorney - Copier	303.35
1111-1212-30-16000	County Auditor - Office S	222.67
1111-1213-30-16000	County Treasurer - Offic	54.65
1111-1214-30-16000	Tax Assessor Collector -	665.29
1111-1214-30-16020	Tax Assessor Collector -	30.00
1111-1214-30-16414	Tax Assessor Collector -	10,388.12
1111-1215-30-16000	IT Department - Office S	244.00
1111-1216-30-16000	Purchasing Department	19.55
1111-1217-30-16000	County Agent - Office Su	40.11
1111-1217-30-16202	County Agent - Travel - G	94.95
1111-1217-30-16205	County Agent - Equipme	103.96
1111-1218-36-16000	County Library - Office S	847.39
1111-1218-36-16415	County Library - Copier E	275.68
1111-1218-36-16680	County Library - Books	230.89
1111-1218-36-16979	County Library - Summe	2,204.61
1111-1219-33-16000	Rural Fire & EMS - Office	3,050.07
1111-1219-33-16200	Rural Fire & EMS - Travel	92.00
1111-1220-37-16300	Parks and Building Maint	3.66
1111-1220-37-16311	Parks and Building Maint	250.65
1111-1220-37-16330	Parks and Building Maint	1,149.14
1111-1220-37-16480	Parks and Building Maint	72.00
1111-1220-37-16503	Parks and Building Maint	41,972.72
1111-1220-37-16520	Parks and Building Maint	414.69
1111-1221-33-16010	Sheriff's Department - C	261.40

Account Summary		
Account Number	Account Name	Expense Amount
1111-1221-33-16200	Sheriff's Department - Tr	138.00
1111-1221-33-16560	Sheriff's Department - U	560.01
1111-1221-33-16600	Sheriff's Department - O	1,594.38
1111-1221-33-17061	Sheriff's Department - A	4,360.13
1111-1223-30-16414	Other - Computer Maint	9,090.27
1111-1223-30-16510	Other - Inventory	1,650.00
1111-1223-30-16710	Other - Surveyor Rent	100.00
1111-1223-30-16760	Other - Autopsy and Me	10,200.00
1111-1223-31-16780	Other - Attorney's Other	9,301.68
1111-1230-31-16000	83rd District Court - Offi	262.14
1111-1231-30-16000	Risk Management - Offic	47.19
1111-1247-37-16000	Community Center - Offi	33.64
1111-1248-30-16000	Human Resources - Offic	54.59
1111-1250-31-16001	District Attorney - Office	394.68
1111-1261-30-16430	Animal Control - Feed	108.11
1111-1300-30-16430	Non-Departmental - Caf	535.50
1111-1300-30-16440	Non-Departmental - Me	544.00
1222-1224-34-16000	Road and Bridge Office S	24.71
1222-1224-34-16010	Road and Bridge - Copler	101.92
1222-1225-34-16200	Road and Bridge Pct. #1	44.00
1222-1225-34-17000	Road and Bridge Pct. #1	2,330.45
1222-1226-34-16200	Road and Bridge Pct. #2	92.00
1222-1226-34-17000	Road and Bridge Pct. #2	9,628.02
1222-1226-40-17240	Road and Bridge Pct. #2	41,533.00
1222-1227-34-17000	Road and Bridge Pct. #3	28,851.35
1222-1228-34-16200	Road and Bridge Pct. #4	56.00
1222-1228-34-17000	Road and Bridge Pct. #4	1,630.81
1444-4444-30-12130	A/P Retirement	188,797.87
1444-4444-31-12070	A/P Insurance	9,687.89
1701-1206-31-16000	JP 1 Tech Fund - Office S	2,500.00
1702-1207-31-16000	JP 2 Tech Fund - Office S	2,500.00
1703-1208-31-16000	JP 3 Tech Fund - Office S	2,500.00
1704-1209-31-16000	JP 4 Tech Fund - Office S	2,500.00
1718-1221-33-16740	DOJ Forfeiture - Sheriff -	75.00
1720-1221-33-16000	LEOSE - Sheriff - Travel n	650.00
1734-1111-36-16000	HOT Fund - Expenses	3,800.00
1812-0001-30-18111	Site 11.1 - Fairgrounds -	397.01
1812-0004-30-16000	Sheriff Electrical Storm 2	530.97
1900-1226-34-17240	Pct 2 - Road Equipment	12,692.00
1900-1228-34-17240	Pct 4 - Road Equipment	142,500.00
2666-1094-31-26170	DWI #3527804 - Contrac	3,455.00
2666-1098-31-26360	Border Prosecution Unit	479.84
3555-3900-00-16000	District Clerk Court Costs	598.00
4121-1400-30-16200	County Auditor Special -	1,304.06
Grand Total:		567,091.13

Project Account Summary	
Project Account Key	Expense Amount
None	567,091.13
Grand Total:	567,091.13

AGREEMENT FOR MUTUAL AID IN FIRE AND EMERGENCY SERVICES

#18

This Mutual Aid Agreement (the "Agreement"), is made and entered into this 26th day of April 2022, between the Secretary of the Air Force (the "Air Force") acting by and through the Commander, 47th Flying Training Wing, Laughlin Air Force Base, Texas pursuant to the authority of 42 U.S.C. § 1856a and **Val Verde County**. Together the Air Force and Val Verde County are hereinafter referred to as the "Parties". References in this agreement to the "Val Verde County Fire & Rescue Department" are to Val Verde County, a political subdivision of the State of Texas.

WITNESSETH:

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856 the term 'fire protection' includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS, the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 Emergency Management and Assistance and AFI 32-2001, Fire and Emergency Services Program.

b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above.

c. On request to a representative of the Laughlin Air Force Base Fire Department by a representative of the Val Verde County Fire & Rescue Department, fire protection equipment and personnel of the Laughlin Air Force Base Fire Department will be dispatched to any point within the area for which the Val Verde County Fire & Rescue Department normally provides fire protection services as designated by the representatives of the Val Verde County Fire & Rescue Department.

d. On request to a representative of the Val Verde County Fire & Rescue Department by a representative of the Laughlin Air Force Base Fire Department, fire protection equipment and personnel of the Val Verde County Fire & Rescue Department will be dispatched to any point within the jurisdiction of the Laughlin Air Force Base as designated by the representative of the Laughlin Air Force Base Fire Department.

e. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

AGREEMENT FOR MUTUAL AID IN FIRE AND EMERGENCY SERVICES

(1) Any request for aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.

(2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of that official.

(3) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

(4) HAZMAT incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained HAZMAT will be the responsibility of the requesting organization.

(5) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the Val Verde County Fire & Rescue Department normally provides fire protection services, the Chief of the Laughlin Air Force Base Fire Department or his or her representative may assume full command on arrival at the scene of the crash.

(6) Where local agencies do not assign an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for Laughlin Air Force Base to observe Air Force operations.

f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance. Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 Code of Federal Regulations Part 151), Val Verde County Fire & Rescue Department is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local law each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance. **Furthermore, Val Verde County Fire & Rescue Department agrees to indemnify and hold harmless, as permitted by law, the United States from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the Val Verde County Fire & Rescue Department, which agreement to indemnify and hold harmless includes, but is not limited to, such uses that may result in hazardous substance exposure or**

AGREEMENT FOR MUTUAL AID IN FIRE AND EMERGENCY SERVICES

pollution of or contamination to air, land, water, person or property or such uses that may result in response actions under CERCLA, RCRA, or any other federal, state, or local laws. Notwithstanding any other provision of this Agreement, termination of this Agreement shall in no way affect Val Verde County Fire & Rescue Department's obligation under this paragraph to indemnify and hold harmless the United States from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the Val Verde County Fire & Rescue Department, which obligation shall survive such termination.

g. Both Parties agree to implement the National Incident Management System during all emergency responses on and off Installations IAW National Fire Protection Association Standard 1561.

h. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph f.

i. All equipment used by Val Verde County Fire & Rescue Department in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for Val Verde County Fire & Rescue Department under this Agreement will, at the time of such action, be an employee or volunteer member of Val Verde County Fire & Rescue Department.

j. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

k. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.

l. Disputes. Parties to Negotiate. If a dispute should arise, the Parties agree to first attempt to resolve the dispute using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). Either Party may request in writing that unassisted negotiations commence. As part of the unassisted negotiation, the Parties shall consider employing joint fact-finding, if material factual disputes are involved, and shall use other early resolution techniques appropriate to the circumstances. If the dispute involves material issues of fact, the Parties may employ a neutral third party to provide a confidential evaluation of the issues of fact.

m. Alternative Dispute Resolution.

1. If the dispute is not resolved within sixty (60) days after the request for unassisted negotiations, and the Parties do not mutually agree to continue the unassisted negotiations, the Parties shall employ alternative dispute resolution procedures involving nonbinding mediation of the dispute by a neutral third party. The alternative dispute resolution procedures employed shall include a

AGREEMENT FOR MUTUAL AID IN FIRE AND EMERGENCY SERVICES

confidential evaluation of both the facts and the law and the issuance of confidential recommendations by the neutral third party.

2. By entering into this Agreement, the Parties have voluntarily adopted alternative dispute resolution procedures in accordance with 5 United States Code, § 572(c). These procedures shall not be employed if determined by either Party to be inappropriate after taking into consideration the factors enumerated at 5 United States Code, § 572(b). A Party rejecting alternative dispute resolution as inappropriate shall document its reasons in writing and deliver them to the other Party. The Parties shall enter into a master written alternative dispute resolution Agreement governing alternative dispute resolution proceedings that may be amended as needed to fit individual proceedings. (A template of an acceptable alternative dispute resolution agreement may be found at www.adr.af.mil).

3. The Government's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment. The Val Verde County Fire & Rescue Department obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment.

n. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

For the Air Force:

Laughlin Air Force Base
c/o Commander
561 Liberty Drive
Laughlin AFB, Texas 78843

And:

Department of the Air Force Air Force Civil Engineer Center/CXF
139 Barnes Dr, Suite 1
Tyndall AFB FL 32403-5319

And:

47 CES/CEF
c/o Fire Chief
251 Fourth Street
Laughlin AFB, Texas 78843

For Val Verde County:

Val Verde County Judge
400 Pecan St.
Del Rio, Texas 78840

AGREEMENT FOR MUTUAL AID IN FIRE AND EMERGENCY SERVICES

Val Verde County Commissioners Court
400 Pecan St.
Del Rio, Texas 78840

Fire & Rescue Department
Val Verde County Fire & Rescue Department
Attention Fire Chief
1690 Cienegas Road
Del Rio, Texas 78840

o. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for five years, until 26 April 2027 (insert date) from that date (the "Term") and automatically renews for an additional five year period with the right to renew for additional two five year terms not to exceed a total of 20 years. Either Party may unilaterally terminate this Agreement during the Term by sending notification of its intent to terminate to the other Party at 180 days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.

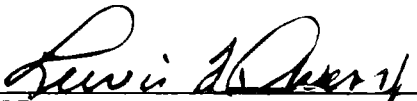
p. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

q. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties.

r. This Agreement may be executed in one or more counterparts, each of which will be deemed an original. Each person signing this Agreement represents that they have been duly authorized to sign this Agreement by, for and on behalf of their named Party.

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below:

VAL VERDE COUNTY, TEXAS
and Val Verde County Fire & Rescue

By: 
HONORABLE LEWIS G. OWENS, JR.
County Judge, Val Verde County, Texas

Date: 4-25-2022

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

By: PRATHER.CRAI Digitally signed by
PRATHER.CRAIG.D.1187827929
Date: 2022.06.17 16:35:36 -05'00'
G.D.1187827929
CRAIG D. PRATHER, Colonel, USAF
Commander, 47th Flying Training Wing

Date: 17 Jun 22

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

GENEROSA (JANIE) RAMON

Name of Early Voting Clerk
(Nombre del Secretario/a de la Votación Adelantada)

400 PECAN STREET

Address (Dirección)

DEL RIO 78840

City (Ciudad) Zip Code (Código Postal)

830-774-7564

Telephone Number (Número de teléfono)

elections@valverdecounty.texas.gov

Email Address (Dirección de Correo Electrónico)

https://valverdecounty

Early Voting Clerk's Website (Sitio web del Secretario/a de Votación Adelantada)

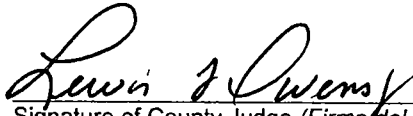
Applications for Ballots by Mail (ABBM)s must be received no later than the close of business on:
(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:)

04 / 26 / 2022
(date)(fecha)

Federal Post Card Applications (FPCAs) must be received no later than the close of business on:
(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:)

Issued this _____ day of APRIL, 20 22
(day) (month) (year)

(Emitada este día _____ de ABRIL, 20 22.)
(día) (mes) (año)


Signature of County Judge (Firma del Juez del Condado)

Val Verde
County
#38

NOTICE OF SPECIAL ELECTION (COUNTY)
AVISO DE ELECCIÓN ESPECIAL (CONDADO)

To the registered voters of the County of _____VAL VERDE COUNTY_____, Texas:

(A los votantes registrados del Condado de _____CONDADO DE VAL VERDE_____, Texas)

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m.,
MAY / 07 / 2022 for voting in a special election to elect:

_____-2022 CONSTITUTIONAL AMENDMENT SPECIAL ELECTION_____

(Notifíquese por la presente, que los sitios de votación citados abajo se abrirán desde las 7:00 a.m.
hasta las 7:00 p.m. el 05 / 07 / 2022 para votar en la elección especial para elegir:

_____-ELECCION SOBRE LA ENMIENDA CONSTITUCIONAL DE EL 7 DE MAYO DE 2022_____

**On Election Day, voters must vote in the precinct where registered to vote, unless the
countywide polling place program is being used in the election.**

**(El Día de Elección, los votantes deberán votar en el precinto donde están inscritos para
votar, a menos que el programa de sitios de votación del condado se está utilizando en la
elección.)**

Location of Election Day Polling Places Include Name of Building and Address (Sitios de votación el Día de Elección) (Incluir Nombre del Edificio y Dirección)	Precinct Number(s) (Número de precinto)
JOE RAMOS FACILITY, 1105 WEST DE LA ROSA ST., DEL RIO, TX 78840	10, 11, 12, 13
DEL RIO CIVIC CENTER, 1915 VETERAN'S BLVD., DEL RIO, TX 78840	20, 21, 22, 23, 24
4-H BARNS (COUNTY FAIRGROUNDS), 2006 NORTH MAIN ST., DEL RIO, TX	30, 31, 33
COMSTOCK COMMUNITY CENTER, 68 LANGTRY ST., DEL RIO, TX 78840	32, 42, 43
SFDRCS STUDENT PERFORMANCE CENTER & ADMINISTRATION BLDG. _____315 GRINER ST., DEL RIO, TX 78840_____	40, 41

During early voting, a voter may vote at any of the locations listed below:

**(Durante Votación Adelantada, los votantes podrán votar en cualquiera de los sitios de
votación nombradas abajo.)**

Location of Main Early Voting Polling Place Include Name of Building and Address (Sitio principal de votación adelantada) (Incluir Nombre del Edificio y Dirección)	Days and Hours of Operation Días y Horas Hábiles
Del Rio Civic Center, 1915 Veteran's Blvd. Del Rio, TX	Monday, April 25, 2022 thru Tuesday, May 3, 2022

Locations for Early Voting Polling Places Include Name of Building and Address (Sitios de votación adelantada) (Incluir Nombre del Edificio y Dirección)	Days and Hours of Operation Días y Horas Hábiles
NONE	

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

GENEROSA (JANIE) RAMON

Name of Early Voting Clerk
(Nombre del Secretario/a de la Votación Adelantada)

400 PECAN STREET
Address (Dirección)

DEL RIO 78840
City (Ciudad) Zip Code (Código Postal)

830-774-7564
Telephone Number (Número de teléfono)

elections@valverdecountry.texas.gov
Email Address (Dirección de Correo Electrónico)

https://valverdecountry
Early Voting Clerk's Website (Sitio web del Secretario/a de Votación Adelantada)

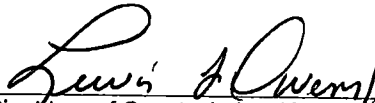
Applications for Ballots by Mail (ABBMs) must be received no later than the close of business on:
(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:)

04 / 26 / 2022
(date)(fecha)

Federal Post Card Applications (FPCAs) must be received no later than the close of business on:
(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:)

Issued this _____ day of APRIL, 20 22
(day) (month) (year)

(Emitada este día _____ de ABRIL, 20 22
(día) (mes) (año))


Signature of County Judge (Firma del Juez del Condado)

Comstock
#39

NOTICE OF SPECIAL ELECTION (COUNTY)
AVISO DE ELECCIÓN ESPECIAL (CONDADO)

To the registered voters of the County of VAL VERDE COUNTY, COMSTOCK, , Texas:

(A los votantes registrados del Condado de CONDADO DE VAL VERDE EN COMSTOCK, , Texas)

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m.,
MAY / 07 / 2022 for voting in a special election to elect:

VAL VERDE COUNTY COMSTOCK WATER CONTROL IMPROVEMENT DISTRICT BOARD ELECTION
(Notifíquese por la presente, que los sitios de votación citadas abajo se abrirán desde las 7:00 a.m.
hasta las 7:00 p.m. el 05 / 07 / 2022 para votar en la elección especial para elegir:

Elección General del Distrito de Mejora y Control de Agua de Comstock, Condado de Val Verde

On Election Day, voters must vote in the precinct where registered to vote, unless the countywide polling place program is being used in the election.

(El Día de Elección, los votantes deberán votar en el precinto donde están inscritos para votar, a menos que el programa de sitios de votación del condado se está utilizando en la elección.)

Location of Election Day Polling Places Include Name of Building and Address (Sitios de votación el Día de Elección) (Incluir Nombre del Edificio y Dirección)	Precinct Number(s) (Número de precinto)
JOE RAMOS FACILITY, 1105 WEST DE LA ROSA ST., DEL RIO, TX 78840	10, 11, 12, 13
DEL RIO CIVIC CENTER, 1915 VETERAN'S BLVD., DEL RIO, TX 78840	20, 21, 22, 23, 24
4-H BARN (COUNTY FAIRGROUNDS), 2006 NORTH MAIN ST., DEL RIO, TX	30, 31, 33
COMSTOCK COMMUNITY CENTER, 68 LANGTRY ST., DEL RIO, TX 78840	32, 42, 43
SFDRICSD STUDENT PERFORMANCE CENTER & ADMINISTRATION BLDG. 315 GRINER ST., DEL RIO, TX 78840	40, 41

During early voting, a voter may vote at any of the locations listed below:

(Durante Votación Adelantada, los votantes podrán votar en cualquiera de los sitios de votación nombradas abajo.)

Location of Main Early Voting Polling Place Include Name of Building and Address (Sitio principal de votación adelantada) (Incluir Nombre del Edificio y Dirección)	Days and Hours of Operation Días y Horas Hábiles
Del Rio Civic Center, 1915 Veteran's Blvd. Del Rio, TX	Monday, April 25, 2022 thru Tuesday, May 3, 2022

Locations for Early Voting Polling Places Include Name of Building and Address (Sitios de votación adelantada) (Incluir Nombre del Edificio y Dirección)	Days and Hours of Operation Días y Horas Hábiles
NONE	

#42

Exhibit B

**Appraisal & Collection
Technologies
(ACT)**

**Service & Support
Level Specification
Agreement**

Val Verde County
Tax Office
Del Rio, Texas

Service and Support Level Specification Agreement

Val Verde County Tax Office

1. INTRODUCTION

1.1. Purpose and Objectives

This Service and Support Level Specification Agreement is made pursuant to the "Hosting Service Agreement" between Appraisal and Collection Technologies (ACT) and Val Verde County Tax Office (VVCTO), the Client.

The purpose of the Service Level Agreement is to identify current and projected levels and qualifications of support staff, hardware and software components, systems support service levels including the roles, responsibilities and response times between ACT and VVCTO for change management, version control, security, problem source identification and resolution, back-up/recovery and disaster recovery, help-desk, user training, system enhancement development, system configuration and operations and upgrades.

1.2. Definitions

"ACT" means Appraisal and Collection Technologies LLC, a wholly owned entity of Linebarger Goggan Blair & Sampson, LLP. All references to ACT herein include ACT personnel and ACT management.

"ACT System" or "System" means the Appraisal and Collection Technologies Tax Collection System, developed by ACT for use by a current tax office (software and hardware) including all upgrades and modifications. The ACT System Service Components are listed in Section L.

"ACT System Source Code" means the programs and database objects that make up the ACT System.

"ACTEVAL" means that particular portion of the ACT System where VVCTO testing data resides and is manipulated

"ACTPROD" means that particular portion of the ACT System where the VVCTO live data resides and is manipulated.

ACT Service Level Agreement

"ACT User Manual" means a set of instructions designed to teach persons to use the ACT System and as used herein refers to those instructions embedded within the ACT System contained help functionality.

"CAD" means the County Appraisal District.

"Change Control Procedures" means the process to be followed when software or hardware changes are required to the ACT System.

"Client Manager" means the ACT resource responsible for managing the relationship between the client and ACT.

"Client Preferences" means those settings within the ACT System which can be managed by VVCTO and serve to alter the ACT System's behavior.

"Data Fix" means the insertion or correction of data directly in the Primary System via specialized tools. A Data Fix bypasses all ACT System controls, audits, and edits.

"Entitlements" means security settings within the ACT System that serve to enable a user to perform specific operations.

"Global Code Preferences" means those settings which are configurable within the ACT System, but are intended to be managed by ACT and not VVCTO.

"Hardware" means any and all computer components installed by ACT at VVCTO facilities to operate the System.

"Help Desk Services" mean the specified support services provided by ACT to VVCTO to facilitate understanding in operating and executing the delivered Services.

"Hosting Service Agreement" means the Agreement executed between VVCTO and ACT that provides the license for the ACT System to VVCTO, to which the Service and Support Level Specification is Exhibit B.

"Metrics" means the numeric criteria against which performance under this Agreement are to be measured.

"Normal Business Hours" means 7:00 AM to 6:30 PM CST Monday through Thursday and 7:00 AM to 6:00 PM CST Friday, except published holidays.

"Object Fix" means computer code changes to the ACT System Source Code designed to create or alter the ACT System functionality.

"Peak Business Periods" means end of tax year processing periods, end of fiscal year processing periods, month end close processing periods, certified tax billing processing periods and any other time designated as critical by VVCTO.

“Primary System” means the ACTPROD portion of the ACT System.

“PRC” means the internal ACT Problem, Request and Control system utilized to manage the software development life cycle. All Software Problems and Software Change Requests are entered into this system for resolution control.

“Problem Escalation” means the procedure for alerting and notifying increasingly senior members of ACT of the non-resolution of problems.

“Problem Management” means the procedures for providing support and problem resolution services to VVCTO.

“Problem Priority” means the method used to define the urgency of a reported issue or change.

“Services” mean the work that ACT performs for VVCTO.

“Service Availability” means the times and periods that ACT will make their Services available to VVCTO.

“Service Component” means a divisible and identifiable part of the overall Services to be delivered.

“Service review meetings” mean meetings that are held between ACT and VVCTO specifically to discuss issues arising from the delivery of the Services including the performance of the Service delivery.

“Software Change Request” means new system design to support business requirements not currently supported by ACT System functionality.

“Software Problem” means existing ACT System functionality not working as it was originally intended to function as documented in the ACT User Manual.

“Standby System” means the copy of ACTPROD that is replicated at the ACT Disaster Recovery Site.

“System Availability” means the ability of VVCTO to process transactions and access data.

“Test System” means an environment where user testing can occur without impact to the Primary System. The main component of the Test System is ACTEVAL.

2. SCOPE OF WORK

2.1. Services

Services to be delivered under this Agreement are set forth in Schedule A.

2.2. Services Availability

The availability, operational reliability, and response times of the Services to be delivered and disaster recovery procedures are set forth in Schedule B.

2.3. Changes to Services

Change Control Procedures are described in Schedule C.

3. PERFORMANCE, TRACKING AND REPORTING

3.1. Key Personnel Changes

ACT will notify VVCTO within (3) days of changes to any ACT Resources that could potentially affect the delivery of Services to VVCTO.

3.2. Services Availability Monitoring

The methodology to be used to monitor Services Availability is set forth in Schedule D.

3.3. Services Level Reporting

The content and schedule of Services Level reports are set forth in Schedule E.

3.4. Services Review Meetings

Services review meetings to discuss such items as Services performance levels, Software Problems, proposed Software Change Requests and administrative issues will be held on an as-needed basis with ACT at VVCTO.

4. PROBLEM MANAGEMENT

4.1. Help Desk Services

Schedule F provides information on ACT's Help Desk Services and support procedures.

4.2. Problem Escalation & Priority Resolution

Schedule G details the Problem Escalation procedure. Schedule H details Software Problem definitions and resolution time frames. Schedule J contains a sample of ACT's Software Problem resolution request form.

4.3. Data Backup & Retention

Schedule I details ACT's System backup and retention policy for VVCTO data.

4.4. Contact Information

Schedule K contains ACT production support contact information.

4.5. ACT System Service Components

Schedule L itemizes the ACT System Service Components.

5. VVCTO DUTIES AND RESPONSIBILITIES

5.1. VVCTO will ensure that ACT has timely access to appropriate VVCTO personnel and will arrange for ACT to have suitable and safe access to the VVCTO facilities and systems.

5.2. VVCTO will ensure that ACT has timely access to any areas where ACT equipment (including peripheral hardware or connections) is housed to ensure agreed upon levels of service.

6. SCHEDULES

SCHEDULE A	Services
SCHEDULE B	Services Availability
SCHEDULE C	Change Control Procedure
SCHEDULE D	Services Monitoring and Performance Measurement
SCHEDULE E	Service Level Reporting
SCHEDULE F	Support and Help Desk Services
SCHEDULE G	Problem Escalation
SCHEDULE H	Software Problem Priority Resolution Matrix

ACT Service Level Agreement

SCHEDULE I	System Backup
SCHEDULE J	Problem Report and Correction Form
SCHEDULE K	ACT Production Support Contact Information
SCHEDULE L	ACT System Service Components

7. SCHEDULE A SERVICES

Schedule A provides a detailed list of the Services that are to be delivered to VVCTO and identifies VVCTO's responsibilities to receive these Services.

VVCTO owns and shall maintain exclusive control of all of its records stored in the ACT System including data imported from external sources. ACT has no rights to VVCTO data but may gain access by complying with established Open Record Request procedures directed to Val Verde County. ACT may utilize the VVCTO data stored within the ACT system as necessary to perform the services.

VVCTO will provide access to necessary resources and information in a timely manner to support ACT in delivering these Services.

7.1. ACT Responsibilities

ACT shall provide technical and analytical support for processing and reporting performed in any ACT System Service Component installed at VVCTO during the term of the Contract.

Current Business Areas include:

- a) Assessment & Freeze Processing
- b) Current and Delinquent Billing
- c) Electronic Batch & Online Payments
- d) Special Transaction Processing (such as reversals, returned items, agricultural-rollbacks, pro-rations & transfers)
- e) Batch & Online Receipting
- f) Refund Processing & Check Generation
- g) Collection & Monthly Reporting
- h) Jurisdictional Disbursement Processing
- i) Litigation Status Management
- j) Certified Tax Year and Annual Fiscal Rollover
- k) Hotel and Dealer Sales Filings
- l) In-bound and Outbound Data Exchange
- m) Master Data & Client Preference Maintenance
- n) User Security Management
- o) And any other processes or functions performed in ACT not itemized above

7.2. ACT Supplied Hardware and Third Party Software

- (a) ACT will be responsible for maintaining all Oracle components including product upgrades.
- (b) ACT will manage, acquire and administer all licenses and maintenance agreements related to the Oracle software toolset and ACT related hardware.
- (c) ACT will maintain the current level of hardware infrastructure and backup equipment to minimize downtime to VVCTO.
- (d) ACT will maintain hardware infrastructure for that hardware provided by ACT and the broadband connection between the hardware and the ACT facilities. VVCTO will be responsible for the maintenance of all other hardware owned by VVCTO and peripheral devices used by the ACT System throughout VVCTO operations. The management and maintenance of the VVCTO network and servers will be the responsibility of VVCTO.
- (e) A SOC 1, Type II examination will be performed by an independent consulting firm annually.

7.3. ACT Help Desk

ACT shall maintain and manage a Help Desk to support users at VVCTO.

7.4. Consolidation of New Jurisdictions

ACT will provide the necessary software and hardware (System) modifications to support the collection of ad valorem taxes for new jurisdictions consolidating into the VVCTO. ACT will perform data conversion activities in conjunction with VVCTO resources. ACT agrees to perform all necessary data conversion at a cost not to exceed the amount reflected in the Hosting Service Agreement (Schedule 1 - Fee Schedule).

ACT may bill additional annual charges for a new jurisdiction, which uses or whose tax collection attorneys use a delinquent tax software system that does not presently interface with the ACT System, at a cost not to exceed the amount reflected in the Hosting Service Agreement (Schedule 1 - Fee Schedule).

7.5. System Modifications

VVCTO will make any request for System modifications in writing with sufficient specificity to identify the exact change being requested and the reason the change is necessary or desirable. VVCTO shall complete the ACT supplied template (see Schedule J) as well as other documents to complete the specification for the enhancement.

ACT Service Level Agreement

As requested by VVCTO, ACT shall work with VVCTO to implement other ACT System Service Components offered by ACT not currently installed at VVCTO.

ACT will maintain core development of application fixes and enhancements to the ACT System Source Code.

Reports used across clients developed within the ACT System will remain the responsibility of ACT.

VVCTO will develop and maintain user requested reports using an ad hoc reporting tool provided and licensed by ACT. ACT will be available to aid in this effort as needed. However, joint VVCTO and ACT report development using an ad hoc reporting tool will be mutually agreed upon in advance by both parties.

ACT System Object Fix(es) will follow the procedures outlined in Schedule C.

7.6. System Configuration Management

ACT shall maintain distribution rules, rates and commissions for TaxLedge as follows: VVCTO will deliver to ACT complete data for all changes in writing. These changes will then be inserted into the ACT System by ACT and approved by VVCTO before production usage.

ACT shall manage Global Code Preferences used throughout the ACT System.

VVCTO will maintain the VVCTO client Preferences code set. ACT shall support VVCTO in this activity as requested by VVCTO.

ACT will provide support to aid VVCTO in performing business requirements analysis and assisting in the specifications documentation of Software Change Requests.

ACT shall manage on-line system change request documentation. VVCTO approved requested updates shall be provided to ACT in writing (See Section J). While ACT cannot guarantee incorporation of all requested changes into the ACT System, each written request will be addressed in writing within a timely manner. (See Section H for response time.)

7.7. Security Administration

ACT shall add and maintain any VVCTO required security roles based on specifications supplied by VVCTO for the ACT System.

VVCTO shall setup and maintain User IDs for the ACT System. VVCTO, or ACT upon direction from VVCTO, shall assign users to roles.

ACT Service Level Agreement

VVCTO shall assign Entitlements to users for the ACT System.

As ACT enhances front-end security functionality to allow for VVCTO personnel to assume more security related responsibilities, VVCTO shall assume these responsibilities, with ACT training and / or assistance as needed.

7.8. Training

ACT shall provide continuing product training as requested by VVCTO. ACT System training will be performed via Webinar. To ensure effective training, coordination of dates and class size will be agreed upon in advance by ACT and VVCTO. For any training to be provided on-site, VVCTO will provide facilities and required equipment to support the training.

Unless otherwise agreed between the parties, third party vendor training for VVCTO is the responsibility of VVCTO.

8. Schedule B SERVICES AVAILABILITY

Schedule B provides a list of the times and periods when the ACT System will be available to VVCTO.

Access to the ACT System should be available at all times except when essential maintenance to hardware or software is required. If it becomes necessary to interrupt service during Normal Business Hours, prior notification to and approval from VVCTO is required unless the situation is critical in nature and could cause more damage if not handled immediately. As much as possible, interruptions will be scheduled to minimize any impact on users.

8.1. System Availability

ACT commits to 99% ACT System Availability during Normal Business Hours. ACT shall also provide this level of System Availability during Peak Business Periods. Upon request, ACT shall provide monthly reports summarizing System Availability and downtime using ACT provided system utilities. ACT will notify VVCTO of any unscheduled outage and resolve the issue as quickly as possible.

8.2. ACT Personnel Availability

VVCTO will provide ACT reasonable notice when ACT support is required outside Normal Business Hours. ACT will provide support as required under these situations.

8.3. Scheduled System Downtime

Scheduled downtime will be conducted outside Normal Business Hours and Peak Business Periods.

ACT Service Level Agreement

Scheduled downtime will occur on a weekly basis on Mondays from 5:00 AM – 5:30 AM CST. This scheduled downtime is required to conduct a weekly cold backup.

Planned downtime outside the Scheduled System Downtime may be necessary. ACT shall provide ten (10) days advance written notice to VVCTO, unless the maintenance is deemed critical to system stability.

If VVCTO requires System Availability during ACT Scheduled System Downtime, VVCTO shall provide ACT with eight (8) days advance written notice. ACT shall strive to fulfill these requests.

8.4. Unplanned System Downtime

Upon identification or notification by VVCTO of an unscheduled event that reduces System Availability, ACT shall begin problem source identification and troubleshooting the problem within a 15-minute timeframe. ACT shall use all means at its disposal to keep VVCTO updated as to the status of the problem and the estimated time of the return of System Availability.

8.5. Back-Up Procedures

Backup procedures are performed as defined in Schedule I.

8.6. Disaster Recovery / Hardware Failure

Physical Redundancy: VVCTO's Primary System is replicated at the ACT Disaster Recovery Site (Standby System).

Power Redundancy: VVCTO is responsible for providing power to the VVCTO facilities and all equipment housed within it. The ACT Primary System is housed in a facility in San Antonio, Texas. This facility is equipped with a stand-by generator with sufficient capacity to continue to operate in the event of a power grid outage.

A fail-over to the Standby System will be initiated and managed by ACT. ACT will work to re-route VVCTO to the Standby System. VVCTO will provide technical assistance as needed.

Once the defect is cured on the Primary System, ACT will have 5 business days to restore Services on the Primary System by reloading its data from the Standby System

8.7. Disaster Types

Level 1 Disasters are defined as having low data impact, possibly high operations impact, but no continuity issues. These disasters do not put data that is on the database at risk. Level 1 disasters include:

Failure of the Router: ACT will troubleshoot and if it is determined that a new

ACT Service Level Agreement

router is necessary, one of ACT's backup routers will be dispatched with an appropriately trained technician to install the new equipment.

Level 2 Disasters are defined as having medium to high data impact, possibly high operations impact, and potential continuity issues. ACT will focus to minimize data loss. Level 2 disasters include:

Failure of the main VVCTO Primary System: Should a failure of the Primary System occur, the un-posted Data Guard logs would be posted to the Standby System that would become the Primary System. VVCTO would begin to receive Services from the Standby System.

Failure of an application server: There are multiple application server instances that facilitate VVCTO access to the Primary System. If one instance fails, the user would be required to restart the application which would redirect the user to the other application server instance.

Level 3 Disasters are defined as having high data impact, high operations impact and business continuity issues. Level 3 Disasters include: Major damage/loss of building and infrastructure, chemical or biological incident that makes the building inhospitable to employees, and a meteorological event that makes access to the building impossible for employees.

Whenever VVCTO cannot obtain Services from the Primary System and ACT determines that continued attempts to cure the cause of the Service interruption is not timely, ACT will utilize the Standby System to continue Services to VVCTO.

9. SCHEDULE C CHANGE CONTROL PROCEDURES

Schedule C provides information on the change control procedures to be followed for Software Problem or VVCTO requested changes to the ACT System.

9.1. Software Design Change Requests

VVCTO Software Change Requests shall be delivered to ACT in writing for consideration. (See Section J)

VVCTO shall provide a written specification identifying details of the requested change and reason for the change. VVCTO shall make key personnel available to discuss the requested change.

ACT shall evaluate the Software Change Request and perform a cost benefit impact analysis considering the VVCTO requirements as well as the impact on other ACT clients. ACT may share Software Change Request information with other clients.

If impact analysis yields a potential conflict with other clients, ACT will work with VVCTO (and all clients) to resolve in a mutually beneficial manner.

After VVCTO and ACT approve a Software Change Request, a target availability date will be scheduled that is agreed upon by parties and takes into consideration development and internal test timeframes.

After ACT develops and internally tests an Object Fix as necessary to meet the objectives of the Software Change Request, ACT will migrate the Object Fix(es) to the Test System on a regular basis, unless a VVCTO emergency requires sooner action. In this environment, VVCTO will have the opportunity to test the Object Fix.

If an Object Fix involves a VVCTO specific object, for example, a tax statement, testing is limited to VVCTO.

VVCTO has the right to test any Object Fix and provide written test results to ACT in three (3) business days.

If VVCTO identifies a Software Problem, ACT will remediate the Object Fix and re-test before re-migrating it to the Test System.

If Software Change Request functionality or Software Problem(s) are identified during testing that were not in the original request scope, a new Software Change Request will be required and a new schedule of development will need to be discussed and agreed upon.

Once VVCTO verifies that the Software Change Request performs as expected, including successful execution of relevant transactions in the Test System to ensure no corruption of non-related functions, ACT shall migrate the Object Fix to the Primary System.

VVCTO will have the option to test all Object Fix(es) before migration to the Primary System.

ACT will not be obligated to approve any change request that ACT reasonably believes (i) does not conform to generally accepted industry standards or best practices, (ii) could adversely impact or materially degrade the performance of the ACT System, (iii) could adversely impact ACT's ability to meet its service level commitments or other obligations under this agreement, or (iv) could adversely impact other clients that use the ACT System. If ACT declines to approve a change request for any of these reasons, it will work with VVCTO in an effort to revise the change request in a mutually acceptable manner.

The ACT System warranty shall extend to all additions and modifications to the ACT System by ACT unless the modification has been requested by VVCTO and ACT has advised against the modification because of associated risks in so doing.

9.2. Software Problems

VVCTO shall provide ACT detailed information when reporting a Software Problem. Examples of relevant information include the date and time the problem occurred, a detailed description of the issue in terms of impact on business processing, the process that was being performed within the ACT System when the error occurred, system error message received and the user ID operating the system. This information will be captured using the PRC form or a document template of similar nature which must be approved by VVCTO. (See Schedule J.)

Software Problems will be assigned a priority and resolved within the timeframe outlined in Schedule H.

Once ACT develops and internally tests the Object Fix for a Software Problem, ACT will migrate the Object Fix to the Test System. This migration will occur on a schedule outside Normal Business Hours.

Within three (3) days of the migration, VVCTO shall verify that the Object Fix is operating as needed. Unless a written notice of exception is received from VVCTO, ACT shall migrate the Object Fix to the Primary System after Normal Business Hours, following VVCTO's three day review period.

If continued Software Problem(s) are identified with a particular Object Fix, ACT will correct and re-test before migrating the Object Fix back to the Primary System.

9.3. VVCTO Testing Timeframe

Time is of the essence in resolving Software Problems. VVCTO will test an Object Fix in the Test System according to the VVCTO test plan in accordance to the timeframes listed below:

Software Problem: three (3) working business days.

Software Change Request: three (3) working business days, unless otherwise agreed upon by VVCTO and ACT.

ACT shall migrate Object Fix or Data Fix to the Primary System unless a written exception is received from VVCTO.

ACT shall migrate Object Fix(es) to the Test System on a schedule. Exceptions to this practice would occur if a VVCTO generated high priority Object Fix is ready for VVCTO review.

VVCTO shall be provided three (3) days to test, i.e. Tuesday through end-of-day Thursday any object fixes before migration. VVCTO shall notify ACT in writing of a defect in any PRC by 4 PM Thursday. Unless VVCTO has notified ACT of a

defect, ACT shall migrate these Object Fix(es) into the Primary System, also on a scheduled basis, after Normal Business Hours.

10. SCHEDULE D SERVICE MONITORING AND PERFORMANCE MEASUREMENT

Schedule D provides detailed information on the monitoring of Services delivered to VVCTO and the Metrics and other means to be applied to measure the performance of the Services delivered.

10.1. Performance Monitoring

ACT shall have tools in place to be used to analyze performance issues.

VVCTO users who experience ACT System performance issues shall report such issues to VVCTO and ACT. ACT shall investigate reported performance issues. If the problem is identified as an ACT issue, performance tuning results and targets will be reviewed and approved and Object Fix(es) made as necessary.

If, after ACT investigation, ACT believes the underlying cause of the issue originates with VVCTO, the issue shall be turned over to VVCTO for further review or jointly reviewed by ACT and VVCTO.

Parties will review any non-compliance with performance expectations.

10.2. Software Problems

ACT commits to deliver within the specified timeframes. Schedule H outlines the delivery timeframe for Software Problem resolution. Processes covered under each Problem Priority level are outlined in Schedule H.

VVCTO will provide appropriate and timely turnaround to support ACT problem resolution efforts and timeframes listed in Schedule H.

10.3. Software Enhancements

ACT commits to deliver within the negotiated target dates associated with Software Change Requests.

10.4. Hardware Failure

Timeframes for recovery in the event of hardware failures are specified in Schedule B.

10.5. Remote Access to System

ACT cannot guarantee performance or response times on network links for which ACT has no control. As such, ACT does not guarantee response time

ACT Service Level Agreement

performance Metrics for remote users, i.e. those defined as users accessing the System outside the VVCTO network. (VVCTO Branches are considered inside the VVCTO network.)

11. SCHEDULE E SERVICE LEVEL REPORTING

Schedule E provides information on the service level reporting provided by ACT.

11.1. Reporting

Within five (5) days of the receipt of a request from VVCTO, ACT shall provide VVCTO a summary listing of all open work orders (PRCs) including Software Problems, Software Change Requests and performance or hardware issues.

The report shall identify:

1. PRC identification number
2. PRC reported date
3. Original and current problem target completion date
4. Problem description
5. Current PRC status
6. Completion date

11.2. PRC System

ACT and VVCTO shall use ACT'S PRC system to manage and report Software Problems, Software Change Requests and Data Fix(es). PRC reports shall be updated and enhanced periodically by agreement of the parties.

11.3. Other Reports

ACT and VVCTO shall agree to other reporting requirements as needed.

12. SCHEDULE F SUPPORT & HELP DESK SERVICES

Schedule F provides information on the Support & Help Desk Services available from ACT. VVCTO shall have completed the VVCTO annual authorized personnel form which lists those individuals from VVCTO who are authorized to communicate work request to ACT.

12.1. Help Desk Operation

ACT Service Level Agreement

ACT will staff a help desk with knowledgeable Tax System personnel and be available for assisting VVCTO from 7:00 AM through 6:30 PM CST Monday through Thursday and 7:00 AM through 6:00 PM CST Fridays, excepting holidays.

12.2. Problem Reporting

VVCTO shall communicate ACT System issues pursuant to internal VVCTO procedures. At the option of VVCTO, these issues will be presented to ACT via the ACT supplied Problem Report and Correction Form (see schedule J) or through the use of an internally developed VVCTO document that supplies the same information. The form will contain the problem description, who reported the issue and contact information, resolution priority, requested target date and backup documentation. ACT will review the form for completeness and assess the target date for feasibility. Once this process is complete, the unit of work will be assigned a PRC identification number, discussed in ACT's daily operational meeting, and sourced to an ACT resource for further review.

If a Data Fix is requested, VVCTO shall submit a work order to ACT with a proactive request for the Data Fix or if this is not the case, and a Data Fix is deemed necessary, ACT must have written approval from VVCTO before a Data Fix will be made to the Primary System.

For smaller (fewer than 10 minutes), non-critical type requests, such as cancelling a scheduled production job, VVCTO may submit an oral request to ACT. This type of request does not require backup documentation, a work order, or a PRC.

Critical priority items (i.e. AAA as defined in Section H) that affect System Availability or cause processing delays shall be directly communicated (verbally) by VVCTO to ACT. A PRC will be generated by ACT to track the issue.

12.3. Service Delivery

ACT can be available outside Normal Business Hours to perform emergency production support services. Contact information for ACT will be provided to VVCTO.

13. SCHEDULE G PROBLEM ESCALATION

Schedule G provides information on the Problem Escalation procedure to be applied to the Services.

13.1. Notification

ACT shall be notified of all Software Problems, no matter the level of priority via submission of a problem report (see schedule J).

13.2. Status Reporting and Escalation

ACT shall contact VVCTO on a regular basis (at minimum every four (4) hours) during periods when System Availability is reduced to provide information related to the actions being taken to resolve the issue as timely as possible. In the event that an incident is not being resolved within the agreed timeframes, escalation procedures are outlined below.

ACT’s Problem Escalation process assigns timeframes to contact varying management levels within ACT based on the severity of the problem and the amount of time the issue remains unresolved.

The Position levels 2, 3 and 4 configuration of timeframes outlined below shall apply when ACT exceeds the expected delivery timeframe (See Schedule H).

Resolution timeframes below are measured in hours and business days.

Problem Level	Position 1 (ACT Support / Help Desk)	Position 2 (Client Manager)	Position 3 (ACT Director)	Position 4 (President)
Priority AAA	15 minutes	1 hour	4 hours	1 day
Priority AA	1 hour	2 days	3 days	4 days
Priority A	4 hours	5 days	10 days	20 days
Priority B / Enhancements	8 hours	5 days	15 days	30 days

For example, ACT shall resolve a AAA (commonly known as “triple A”) development/hardware issue within 15 minutes of the occurrence or missed deadline. If the item remains unresolved, the Client Manager shall be contacted. If, after one additional hour, the item remains unresolved or open, the Director of ACT shall be contacted and they must resolve the issue within four (4) hours. If the item still remains open, ACT’s President shall be contacted for final resolution within one day.

14. SCHEDULE H PROBLEM PRIORITY RESOLUTION MATRIX

Schedule H provides information on the Problem Description and Issue Resolution to be applied to the Services.

Resolution timeframes below are measured in hours and business days unless otherwise noted.

ACT Service Level Agreement

Priority	Resolution Timeframe (or as noted above)	Business Process Scope / Impact	Resolution Timeframe Calculation
Priority AAA Critical – Hardware	48 hours	a) Hardware/database/NetApp failure. -A work-around does not exist. -Process delays are not acceptable.	Start Time: Within 15 minutes of notification to ACT on-site Support/Help Desk. End Time: Introduction of fix to the production environment.
Priority AAA Critical - Software	72 hours	a) Posting of payments. b) Generating receipts. c) Generation of bills. d) Disbursement of funds. -A work-around does not exist. -Process delays are not acceptable.	Start Time: Within 1 hour of notification to ACT on-site Support/Help Desk. End Time: Introduction of fix to the test bed environment.
Priority AA High	10 days	a) Generation of refunds. b) Processing of CAD data. c) Posting of transfers & returned items. d) Monthly closeout. -A work-around may be available, but it is time intensive, or no work-around exists. -Process delays likely.	Start Time: Within 3 days of notification to ACT on-site Support/Help Desk. End Time: Introduction of problem to the test bed environment.
Priority A Medium	30 days	a) Cosmetic change to external reports or documents. b) Other items not listed above will be jointly defined by the VVCTO and ACT. -A feasible work-around is available to be performed on a limited basis. -Minimal process delays when work-arounds are in place.	Start Time: Case by case basis - dependent on complexity of issue. End Time: Introduction of problem to the test bed environment.
Priority B	60 days	a) Cosmetic change to reports or documents.	Start Time: Case by case basis - dependent on complexity of issue.

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Low		b) Other items not listed above will be jointly defined by VVCTO Management and ACT Group. -A feasible work-around is available. -No process delays.	End Time: Introduction of fix to the test bed environment.
Enhancements	Case by Case Basis	-VVCTO and ACT will mutually agree upon enhancement priority and delivery dates.	Start Time: Case by case basis - dependent on complexity of change request. End Time: Introduction of change to the test bed environment.

15. SCHEDULE I SYSTEM BACKUP

All data shall be kept on the Primary System and shall be available on-line. When backup copies are made, they serve as a snapshot of the entire database. Each additional backup contains the previous history in addition to any changes to data since the prior backup. This procedure is in compliance with the State Comptroller's "Retention Section For Records Common to All Local Governments", Part 5: Electronic Data Processing Records. Should the Comptroller's requirements change, record retention schedule will be modified to remain in compliance with the State Comptroller's guidelines.

The schedule outlined below may be modified upon agreement between the parties.

15.1. Daily backups

ACT Service Level Agreement

Server: Oracle DB Storage Server (Primary System)
Type: Full backup
Schedule: Monday: 5:00 am (cold backup snapshot)
Tuesday – Saturday: 5:00 a.m. (hot backup snapshot)
Monday – Saturday: 9:00 p.m. (snapshot backup to tape)
Contents: Production Environment for TCS, Tax Ledge, SIT and Hotel:
All Data, Archive Logs, and Bin Directories (programs and
software on database server)
Media: Disk & Tape (copying snapshots to tape media)
Retention: 30 days

Server: Oracle DB Server; Oracle APP Servers
Type: Full & Incremental Backup
Schedule: Full Backup – Friday – 9:00 p.m.
Incremental Backup – Monday – Thursday – 9:00 p.m.
Contents: Operating System, Program files, Scripts, etc.
Media: Disk
Retention: 30 days

15.2. Monthly Backups

Server: Oracle DB Storage Server (Primary System)
Type: Full Backup
Schedule: Morning of the first business day of the new month
prior to VVCTO
business hours. Monthly backups shall occur at
1:00 am. Should
this conflict with another backup scheduled for that
day, the
monthly backup shall begin after the first backup is
complete.
Contents: 1) Production Environment for TCS, Tax Ledge,
SIT and Hotel on
Oracle DB Storage Server
2) SPOOL (USR2SPOOL) & IMAGES
(USER2HCTAX) volumes
on Oracle DB Storage Server
Media: Tape
Retention: 12 months

15.3. Standby System

Server: Oracle DB Storage Server
Type: Full Backup

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Schedule:	Monday: Weekly 1:00 a.m. (cold backup snapshot)
Contents:	VVCTO Production Environment data for TCS, Tax Ledge, SIT and
	Hotel
Media:	Disk
Retention:	30 days

ACT Service Level Agreement

16. SCHEDULE J PROBLEM REPORT AND CORRECTION FORM

Schedule J contains ACT's standard form to report problems and request fixes.

Create a PRC

PRCs are used to report system bugs or enhancement requests. To submit a new PRC to ACT, please fill in the fields below, then click the **Submit** button.

* indicates a required field

ACT Version: ACT 7.0	Date Reported:
* Client Name: —— Make a selection —— v	Person Reporting:
Affected Account Number:	* Type: —— Make a selection —— v
Date Needed(MM/DD/YYYY):	Priority: B v
Additional Documentation Follows? ☐	Screen Name:
* E-Mail Address of Person Reporting:	
Supervisor E-Mail Address:	

* Brief Description of Requested Change

Characters: 0 / 1000

The change description is limited to 1,000 characters; characters beyond this limit will be removed.

Submit

17. SCHEDULE K ACT PRODUCTION SUPPORT CONTACT INFORMATION

During Normal Business Hours the ACT Help Desk can be reached by email at acthelp@lgbs.com or by calling (877) 422-8829 or (210) 403-8670. Outside of Normal Business Hours critical problems can be reported to the ACT Help Desk by email at acthelp@lgbs.com.

18. SCHEDULE L ACT SYSTEM SERVICE COMPONENTS

This schedule describes the Service Components of the ACT System.

18.1. Base Tax Collection System

- Billing
- Collections
- Records Maintenance
- Reports and Correspondences

18.2. TaxLedge System

- Refund Check Processing
- Disbursements
- Bank Reconciliation

18.3. Special Inventory Tax System

- Escrowing and Billing
- Collections
- Reports and Correspondences
- Integrated with Taxledge to Process Disbursements

18.4. Licensing and Permits System

- Permit Issuance and Renewal
- Receipt Issuance
- Billing & Collections
- Reports and Correspondences
- Integrated with Taxledge to Process Disbursements

18.5. Hotel Motel Occupancy Tax System

- Filings & Billing
- Collections
- Reports and Correspondences

18.6. Offline Remittance Capture System

- Local Payment Processing & Receipt Generation
- Data Import to ACT System Post Failure Resolution

18.7. Other Subsidiary Systems

- Customer Service
- Appraisal District
- Lockbox
- Mortgage Company
- Litigation and Enforcement
- Internet
- Appraisal District
- Image Integration

18.8. ACT software enables the following functions:

- Current and Delinquent Tax Collection
- Concurrent Collection of Multiple Taxing Authorities
- Supplements and Adjustments Processing (HB1010 Support)
- Online and Batch Payment Processing
- Refunds – (Requested, Automatic, Litigated and Prior Year)
- Special Exemptions
- Returned Mail Processing
- Jurisdiction Control
- Comments, Notes and Event Tracking
- Change Logging
- Delinquent Attorney Support
- Security and Recoverability
- Comprehensive Audit Trail
- Extensive Reporting System
- FTP Report Processing
- Tax Ceiling Management
- TIF / TIRZ processing
- Internet Payment by credit card
- Check & Document Imaging
- Internet Portfolio of Accounts
- Installment Contracts and Quarterly Payment Plans
- Ad Hoc Reports
- Lien Management
- In Bound and Outbound Data Exchange

18.9. Oracle Discoverer

In addition to the ACT System, the Oracle Discoverer application, developed by Oracle Corporation, shall be utilized for user defined reporting purposes. Oracle Discoverer is an intuitive ad hoc query, reporting, analysis, and web-publishing tool that allows business users at all levels access to information from databases. Discoverer's intuitive user interface guides the end user through the entire process of building and publishing sophisticated reports and graphs. Users can quickly and easily choose from multiple charting and layout options to rapidly create a visual representation of their query results.

APPRAISAL AND COLLECTION TECHNOLOGIES, L.L.C.

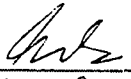
HOSTING SERVICE AGREEMENT

This Hosting Service Agreement (this "Agreement") is made and entered into as of the date set forth below (the "Effective Date") by and between Appraisal and Collection Technologies, L.L.C., a Texas limited liability company ("ACT"), and the customer identified in the signature block below (the "Customer")

In consideration of the rights and benefits that they each will be receiving under this Agreement and intending to be legally bound, ACT and Customer (each a "Party" and together the "Parties") agree to the terms of this Agreement

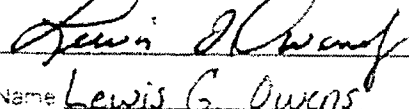
APPRAISAL AND COLLECTION TECHNOLOGIES, L.L.C.

Address

By 
Adrian Garza, President

2515 W. Birners Rd. Suite 400
San Antonio, Texas 78248
Attention: Adrian Garza

CUSTOMER: VAL VERDE COUNTY, TX

By 
Print Name Lewis G. Owens
Title County Judge

Address
400 Pecan St.
Del Rio, TX 78840
Attention Lewis G. Owens

Effective Date:

ADDITIONAL TERMS AND CONDITIONS OF THIS AGREEMENT BEGIN ON THE FOLLOWING PAGE. THIS AGREEMENT MAY CONTAIN SEVERAL ATTACHED EXHIBITS THE PAGES OF WHICH MAY NOT BE NUMBERED.

TABLE OF EXHIBITS

Exhibit A	Fee Schedule
Exhibit B	Service and Support Level Specification Agreement

TERMS AND CONDITIONS

1. Services.

1.1. Customer's Rights to Use the Services. ACT grants Customer a limited non-exclusive, non-transferable, worldwide right and license to access and use the Services for the duration of the Term (as defined herein) solely for the purposes of tax assessment and collection by or on behalf of Customer. This right is subject to Customer's payment of all required fees described in Exhibit A (the "**Fee Schedule**") attached hereto and incorporated herein and compliance with all of its obligations under this Agreement. The "**Services**" means the services provided by ACT that are described in Exhibit B attached hereto and incorporated herein.

1.2. Service Levels. In providing the Services, ACT shall use commercially reasonable efforts to comply in all material respects with any service levels set forth in Exhibit B ("**Service Levels**"). ACT shall not be responsible for failing to meet a Service Level to the extent the failure is caused by Customer, a third party or a force or cause beyond ACT's reasonable control.

1.3. Rights of ACT. ACT shall be free to provide Services for others on an unrestricted basis. ACT may subcontract any portion of the Services without notice, consent or any other restriction and has sole discretion in its use of subcontractors and consultants, including, but not limited to third party server hosting services.

2. Customer Restrictions; Proprietary and other Rights.

2.1. Restrictions. Customer shall not, and shall not permit any third party to: (i) sublicense, resell, lease, transfer or assign to any third party the Services or any associated software owned by ACT ("**ACT Software**") or associated software owned by a third party ("**Third Party Software**"); (ii) duplicate, modify or make derivative works of any ACT Software or Third Party Software; or (iii) reverse engineer, decompile, disassemble, or translate any ACT Software or Third Party Software. Customer has no rights to the source code of the ACT Software or Third Party Software. Customer may not access the Services other than as expressly provided by ACT pursuant to this Agreement. Access to the Services shall be limited by Customer to employees, contractors, consultants, representative or agents of Customer that are authorized by Customer to access and use the Services on Customer's behalf ("**Authorized Users**"). Customer shall be solely responsible for any activities that occur under its account with ACT, including the activities of its Authorized Users.

2.2. Data Rights. Customer grants ACT a royalty-free, non-exclusive, non-transferable, worldwide right and license to access and use in any media the data, information, trademarks and content of Customer ("**Customer Data**") to the extent ACT needs the Customer Data to provide the Services, to configure the format and other technical or display requirements of the Services, and to manipulate and display the Customer Data for processing transactions on behalf of Customer. The Services may be designed to collect transaction, connection and/or performance information for use by ACT ("**Transaction Information**"). All Customer Data and Transaction Information is and shall remain the sole and exclusive property of Customer and shall not be used by ACT for any purpose other than the performance of its obligations and exercise of its rights under this Agreement.

2.3. Privacy Policy. Customer agrees that ACT and its affiliates may use any information Customer provides to ACT, including but not limited to, the Customer Data and Transaction Information for the purposes of this Agreement and in a manner consistent with ACT's then-current Privacy Policy as set forth at www.acttax.com which may be changed by ACT without notice. Customer agrees, however, that ACT is not responsible for any information Customer provides to third parties, and that the privacy policies, if any, of such third parties will govern the use and disclosure of such information.

2.4. Acceptable Use. Customer shall comply, and shall cause its Authorized Users to comply, with the then-current Acceptable Use Policy located at www.acttax.com, as it may be modified from time to time, at ACT's sole discretion without notice ("**Use Policy**"). ACT shall notify Customer of any Use Policy violation by Customer and Customer shall cure the violation within one business day of receipt of notice of the violation. If the violation is by an Authorized User and the violation is not cured within this timeframe, Customer shall terminate that user's access to the Service. If Customer fails to terminate the access of any Authorized User that continues to violate the Use Policy, ACT shall have the right to terminate this Agreement. Customer shall comply with all written policies related to the Service that are published or reasonably communicated by ACT and all reasonable written directives provided by ACT with respect to use of the Service that are reasonably designed by ACT to ensure efficient operation of the Service.

2.5. Proprietary Rights of ACT. The Services, the ACT Software, the Third Party Software and any trade secrets, know-how, methodologies and processes, copyrights, trademarks, patents, trade secrets, and any other proprietary and intellectual property rights associated with or inherent in the Services, the ACT Software or the Third Party Software are and shall remain the sole and exclusive property of ACT and its third party licensors and shall not be used by Customer for any purpose other than the performance of its obligations and exercise of its rights under this Agreement.

3. Relationship Management. ACT and Customer shall each designate a representative (a "**Relationship Manager**") for this Agreement. Each Party shall have the right to change its Relationship Manager or designate an alternate by providing written notice to the other Party.

4. Fees, Payment, Taxes.

4.1. Fees. Customer shall pay ACT the Fees set forth in Exhibit A.

4.2. Payment. Unless this Agreement or an Exhibit to this Agreement specifically provides otherwise, Customer shall pay all Fees within thirty (30) days of the date of invoice at the address specified in Exhibit A. Any Fees not paid when due shall accrue interest at a rate equal to the lesser of (i) one and one half percent (1.5%) of the invoiced amount per month or (ii) the maximum rate allowable under applicable law on all unpaid amounts. If Customer fails to pay any Fees on a timely basis, ACT may suspend Customer's access to the Services until the outstanding payment including any late charges is made in full.

4.3. Expense Reimbursement. Customer will reimburse ACT for all pre-approved out-of-pocket expenses incurred by ACT in rendering the Services, as specified in the applicable Exhibit to this Agreement. Such expenses may include, but shall not be limited to, travel and travel related expenses (including transportation, lodging and meals) and costs of any tangible material acquired by ACT for Customer's benefit.

4.4. Taxes. Customer shall be liable for, and shall reimburse ACT for, all sales, use, transfer, privilege, excise, service, telecommunication, all other taxes and all duties and regulatory fees related to this Agreement, whether foreign, federal, state or local, however designated (including any interest and penalties imposed thereon), other than taxes based on the net income of ACT.

5. Confidentiality.

5.1. Non-Disclosure Obligations. Except as is specifically required or permitted by this Agreement, neither Party shall, without the express prior written consent of the other Party, redistribute, market, publish, disclose or divulge to any other person or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other Party's Confidential Information during the Term and for three (3) years after any end to the Term; and (ii) any of the other Party's Trade Secrets at any time during which such information shall constitute a Trade Secret (before or after the end of the Term). The Parties agree that, during the Term and thereafter, each Party will hold Confidential Information and Trade Secrets in a fiduciary capacity for the benefit of the other Party and shall not (a) directly or indirectly use, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose or cause to be disclosed, or otherwise transfer any Confidential Information or Trade Secrets of the other Party to any third party, or (b) utilize Confidential Information or Trade Secrets for any purpose, except as expressly contemplated by this Agreement or authorized in writing by the other Party. Each Party will limit the disclosure of the other Party's Confidential Information and Trade Secrets to employees, contractors or agents with a need-to-know, shall notify its employees, contractors and agents of their confidentiality obligations with respect to Confidential Information and Trade Secrets and shall require its respective employees, contractors and agents to comply with these obligations. Each Party shall be liable for any breach by any employee, contractor or agent of the confidentiality obligations contained herein.

5.2. Trade Secrets. For purposes of this Agreement the following terms shall have the following meanings: "**Trade Secrets**" shall mean information (including, but not limited to, confidential business information, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, lists of actual or potential customers or suppliers) that: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The Parties stipulate that the Services and the ACT Software and the Third Party Software and all intellectual property rights associated with those items shall constitute Trade Secrets of ACT and its licensors.

5.3. Confidential Information. "Confidential Information" shall mean, with respect to a Party, all valuable, proprietary and confidential information belonging to or pertaining to the Party that does not constitute a Trade Secret of the Party and that is not generally known by or available to the Party's competitors but is generally known only to the Party and those of its employees, contractors, clients or agents to whom such information must be confided for internal business purposes. Confidential Information does not include information that: (a) was in the possession of, or was rightfully known by, the recipient thereof without an obligation to maintain its confidentiality prior to receipt from disclosing Party; (b) is or becomes generally known to the public without violation of this Agreement; or (c) is obtained by the recipient in good faith from a third Party having the right to disclose it without an obligation of confidentiality.

5.4. Required Disclosure. Notwithstanding the foregoing, either Party may disclose Confidential Information or Trade Secrets of the other Party in judicial or other government proceedings to the extent that the Party is legally compelled to do so, provided that the Party has notified the other Party in writing at least ten (10) days prior to disclosure and shall have used its best efforts to obtain, and shall have afforded the other Party a reasonable opportunity to obtain, an appropriate protective or similar order providing for the confidential treatment of the Confidential Information or Trade Secrets required to be disclosed.

5.5. Injunctive Relief. Each Party acknowledges that any unauthorized disclosure or use of the other Party's Trade Secrets or Confidential Information would be likely to injure the other Party irreparably. Each Party acknowledges that its misuse or unauthorized disclosure of the other Party's Confidential Information or Trade Secrets shall entitle the other Party to injunctive or other equitable relief.

6. Representations and Warranties.

6.1. ACT Representations and Warranties. ACT represents and warrants to Customer that: (i) it will provide the Services in a manner consistent with reasonably applicable general industry standards; (ii) in providing the Services, it shall comply with all applicable Federal, state and local laws and regulations ("Laws") and shall obtain all required permits and licenses; and (iii) will update the ACT Software and the Service as necessary to comply with changes mandated by legislative changes to the State of Texas Property Tax Code and administrative directives issued by the Property Tax Division of the Comptroller's Office for the State of Texas.

6.2. Customer Representations and Warranties. Customer represents and warrants to ACT that: (i) the Customer Data does not and shall not infringe on or violate any third party's intellectual property or other proprietary rights; (ii) Customer owns the Customer Data or otherwise has the right to place the Customer Data on the ACT's infrastructure in connection with the Services and to view and access the Customer Data through the Services; (iii) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained by it in order for it to enter into and perform its obligations under this Agreement; and (iv) in connection with its use of the Services, it shall comply with all Laws and shall obtain all applicable permits and licenses.

6.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ACT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY OF NON-INFRINGEMENT. ACT DOES NOT WARRANT THAT: (a) THE SERVICES AND ANY RELATED SOFTWARE WILL OPERATE UNINTERRUPTED; (b) SERVICE OR SOFTWARE ERRORS CAN BE CORRECTED; OR (c) THE APPLICATIONS CONTAINED IN THE SERVICES OR SOFTWARE ARE DESIGNED TO MEET ALL OF CUSTOMER'S BUSINESS REQUIREMENTS.

6.4. Internet Delays. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ACT IS NOT RESPONSIBLE FOR, AND CUSTOMER RELEASES ACT FROM, ANY DELAYS, DELIVERY FAILURES OR DAMAGES RESULTING FROM SUCH PROBLEMS.

7. Indemnification.

7.1. ACT Indemnity. Subject to Section 8, ACT shall indemnify and hold harmless Customer and any affiliated entities and their respective officers, directors, partners, employees, shareholders and agents against any damages awarded against the Customer by a court of competent jurisdiction in connection with a final judgment or ruling that the Customer's use of, or access to, the Services infringes a United States patent, copyright or trademark of the third party that is registered as of the date ACT provides Customer with the Services, provided, that: (a) Customer gives ACT prompt notification in writing of any such infringement claim specifying in reasonable detail

the nature and all material aspects of the claim and reasonable assistance, at ACT's expense, in the defense of such infringement claim; and (b) ACT has the sole authority to defend or settle such infringement claim.

7.2. Indemnification Limitations. ACT shall have no obligation for any infringement claim arising out of or relating to: (a) use of the Services other than in accordance with the terms of this Agreement; (b) any Third-Party Software associated with the Service; or (c) use of the Services in combination with any other hardware, software or other materials where absent such combination, the Services would not be the subject of the infringement claim.

7.3. Effect of Infringement Claim. If an infringement claim is asserted or, in ACT's reasonable belief, is likely to be asserted, (a) ACT may require Customer to discontinue use of the Services immediately and Customer shall comply with such requirement; and (b) ACT will, at its sole option, either (i) procure for Customer the right to use and exercise its rights with respect to the Services as provided in this Agreement; (ii) replace the Services with other non-infringing services or modify the Services to make it not infringing while retaining substantially similar functionality; or (c) if the remedies set forth in clauses (b)(i) and (b)(ii) are not commercially feasible, as determined by ACT in its sole discretion, terminate this Agreement, in whole or in part, and pay to Licensee any prepaid Fees paid by Licensee for the infringing Services that are not provided due to the early termination.

7.4. Exclusive Remedy. THE PROVISIONS OF THIS SECTION STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF ACT AND ITS LICENSORS TO CUSTOMER, AND IS CUSTOMER'S SOLE REMEDY WITH RESPECT TO, ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT.

8. Limitation of Liability. EXCEPT FOR DAMAGES RESULTING FROM BREACHES OF SECTION 5, ACT SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR LOSS OF REVENUE, OR COMPUTER FAILURE. ACT SHALL NOT BE LIABLE TO CUSTOMER FOR: (I) LOST DATA; OR (II) FAILURE TO REALIZE EXPECTED SAVINGS RESULTING FROM THE USE OF THE SERVICES, EVEN IF ACT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES. IN ANY CASE, ACT'S ENTIRE AGGREGATE LIABILITY UNDER ANY PROVISION OF THIS HOSTING AGREEMENT SHALL BE LIMITED TO THE FEES ACTUALLY PAID BY CUSTOMER TO ACT UNDER THE TERMS OF THE HOSTING AGREEMENT EXHIBIT A DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THIS SECTION SETS FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY.

9. Dispute Resolution.

9.1. Injunctive Relief. A material breach of Sections 2.1, 2.4 or 2.5 by Customer would irreparably harm ACT and, accordingly, Customer agrees that in the event of such a breach ACT shall be entitled to apply to a court of appropriate jurisdiction for injunctive relief, specific performance and/or, as the case may be, other interim measures, without the posting of any bond, to prevent or stop harm, including, but not limited to, harm relating to, trademarks, copyrights, patent rights, know-how, trade secrets or other intellectual property rights. These rights to injunctive relief are in addition to those rights specified in Section 5.5.

9.2. Arbitration. Except with respect to equitable remedies and disputes related to the sections identified in Section 9.1, the Parties agree that any dispute, claim or controversy relating in any way to this Agreement shall be fully and finally settled by binding arbitration in Austin, Texas in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association, as modified herein. The arbitration panel shall include only persons with experience in information technology or computer software licensing or implementation matters. Each Party shall choose one arbitrator, and the two arbitrators so selected shall choose the third arbitrator. Determinations of the arbitrators will be final and binding upon the Parties, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The existence, subject, evidence, proceedings, and ruling resulting from the arbitration proceedings shall be deemed Confidential Information, and shall not be disclosed by any Party, their representatives, or the arbitrators except as ordered by any court of competent jurisdiction or as required to comply with any applicable governmental statute or regulation. The arbitrators shall apply the governing law of this Agreement (without giving effect to its conflict of law principles) to all aspects of the dispute, including but not limited to the interpretation and validity of this Agreement, the rights and obligations of the Parties, the mode of performance and the remedies and consequences of the breach of the Agreement.

10. Term and Termination.

10.1. Term. The "**Term**" shall be the duration of ACT's obligation to provide Services to Customer. The Term shall commence on the Effective Date and shall continue for an initial period of three (3) years, unless terminated sooner in accordance with this Agreement (the "**Initial Term**"). The Term shall automatically renew beyond the Initial Term on an annual basis subject to earlier termination in accordance with this Agreement (each, a "**Renewal Term**").

10.2. Non-Renewal. This Agreement may be terminated by Customer or ACT on the last day of the Initial Term or on the last day of any Renewal Term by providing written notice to the other Party not less than sixty (60) days prior to the expiration of the Initial Term or the then current Renewal Term, as the case may be, indicating an intention to terminate the Agreement as of the last day of the Initial Term or the then current Renewal Term ("**Termination Date**").

10.3. Termination.

10.3.1 Termination by ACT. In addition to any other rights ACT may have under this Agreement or law, ACT may, at ACT's option, terminate this Agreement as follows: (i) upon Customer's failure to pay any Fees or other amounts it owes ACT under this Agreement; (ii) upon Customer's material breach of any of its other obligations, representations or warranties under this Agreement where the breach is not cured within thirty (30) business days after written notice of the breach is provided to Customer by ACT (provided, that if ACT determines in good faith that a breach by Customer is incurable, then the termination of the Term shall be effective immediately upon notice without a cure period); or (iii) immediately upon Customer's ceasing to do business in the normal course, becoming or being declared insolvent or bankrupt, being the subject of any proceeding relating to liquidation or insolvency which is not dismissed within ninety (90) calendar days or making an assignment for the benefit of its creditors.

10.3.2 Termination by Customer Customer may, at Customer's option, terminate this Agreement as follows: (i) for convenience during the Initial Term of the Agreement upon ninety (90) days written notice; (ii) upon ACT's material breach of any of its other obligations, representations or warranties under this Agreement, where the breach is not cured within thirty (30) business days after written notice of the breach is provided to ACT by Customer; and (iii) immediately upon ACT ceasing to do business in the normal course, becoming or being declared insolvent or bankrupt, being the subject of any proceeding relating to liquidation or insolvency which is not dismissed within ninety (90) calendar days or making an assignment for the benefit of its creditors.

10.3.3 Migration Period. Subject to Section 10.3.4, upon the termination or expiration of the Term (other than for violation by Customer of Section 2.1, 2.4, 2.5 or 5.), Customer shall have the right, upon providing written notice to ACT, to receive Services from ACT for up to six (6) months after the termination date (the "**Migration Period**") provided Customer continues paying all applicable Fees to ACT. With respect to a Migration Period after a termination by ACT pursuant to Section 10.3.1, Customer shall pay Fees on a monthly basis in advance, but in the event that Customer fails to make any one (1) payment when due during the Migration Period, ACT shall be entitled to discontinue the provision of Services.

10.3.4 Effect of Termination; Customer Data. Upon the expiration or termination of the Term and after receipt of all amounts due from Customer, ACT shall return to Customer all Customer Data provided that ACT may retain any Customer Data necessary for it to continue to perform under this Agreement pursuant to any Migration Period obligations, which Customer Data will be returned to Customer at the end of the Migration Period. In addition to returning all Customer Data, ACT shall destroy any copies and shall permanently delete and destroy all electronic versions of all Customer Data, and shall ensure that if any Customer Data has been provided to a third party, such third party shall similarly destroy any copies and shall permanently delete and destroy all electronic versions of all Customer Data.

10.3.5 Effective of Termination; Fees. Upon the expiration or termination of the Term, Customer shall (i) pay ACT all amounts then due and owing to ACT, and (ii) return to ACT all proprietary materials of ACT received under this Agreement. Upon termination or expiration of the Term for any reason, in addition to other amounts payable to ACT, Customer shall pay to ACT (i) all costs associated with ACT's provision of Services during any Migration Period, and (ii) any termination fee that may be payable under the applicable Exhibit to this Agreement.

10.4. Survival. Termination or expiration of the Term does not terminate other provisions of this Agreement that by their terms do not expire on termination or expiration of the Term.

11. Miscellaneous.

11.1. Entire Agreement. This Agreement and the Exhibits referencing this Agreement attached hereto and incorporated herein constitute the entire agreement between Customer and ACT with respect to the subject matter of the Agreement and supercede all prior oral negotiations and prior written agreements with respect to these matters.

11.2. Independent Contractors. Nothing in this Agreement or in the course of dealing between ACT and Customer shall be deemed to create between ACT and Customer (including their respective directors, officers, employees and agents) a partnership, joint venture, association, employment relationship or any other relationship other than an independent contractor relationship.

11.3. Use of Customer Name. ACT shall have the right to identify Customer as a customer of ACT as part of ACT's marketing efforts, including customer lists and naming Customer in press releases.

11.4. Audit Rights. ACT shall have the right during customary business hours, upon reasonable written notice and at ACT's expense, to examine Customer's books and records and use of the Services in order to audit Customer's compliance with this Agreement.

11.5. Waiver; Non-Waiver; Amendment. Failure by either Party to enforce any of the provisions of this Agreement or any rights with respect to it or the failure to exercise any option provided under this Agreement shall in no way be considered to be a waiver of that provision, right or option, or in any way affect the validity of this Agreement. No waiver of any rights under this Agreement, nor any modification or amendment of this Agreement, shall be effective or enforceable, unless it is in writing and signed by each Party.

11.6. Force Majeure. Neither Party to this Agreement, other than for payments due and payable, will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including, without limitation, Acts of God, labor disruption, strikes, lockouts, riots, acts of war, terrorist threat, epidemics, communication line failures, power failures or government action.

11.7. Governing Law. This Agreement shall be governed by the laws of the State of Texas without giving effect to any choice of law principles. The Parties hereby acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

11.8. Assignment. Except as provided in this Agreement, Customer may not assign or transfer any of its rights, duties or obligations under this Agreement (whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise) without the prior written consent of ACT and any assignment not in compliance with this Section shall be deemed void. ACT in its sole discretion may assign or transfer any of its rights, duties or obligations under this Agreement.

11.9. Notice. All notices or other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) five (5) calendar days after being deposited in the United States Mail, postage pre-paid, or (c) two (2) calendar days after being deposited for delivery with a nationally recognized overnight delivery service, such as Federal Express, (with written confirmation of receipt) and addressed or sent, as the case may be, to the appropriate addresses set forth on the first page of this Agreement (or to such other addresses as a Party may designate by notice to the other Party). All notices to ACT shall be addressed to the attention of the President with a copy delivered to Linebarger Goggan Blair & Sampson, L.L.P. (the "Firm"), to the attention of the Chief Operating Officer, at P.O. Box 17428, Austin, Texas 78760-7428 (or such other address as ACT or the Firm may designate by notice to the other Party).

11.10. Severability. If any provision of this Agreement is held invalid or unenforceable, the provision shall be deemed modified only to the extent necessary to render it valid or eliminated from this Agreement, as the situation may require, and this Agreement shall be enforced and construed as if the provision had been included in this Agreement as modified in scope or applicability or not been included, as the case may be.

11.11. No Third Party Beneficiaries. This Agreement inures to the benefit of ACT and Customer only and no third party shall enjoy the benefits of this Agreement or shall have any rights under it except as is expressly provided in this Agreement.

11.12. Headings. The headings preceding the text of the paragraphs of this Agreement have been inserted solely for convenience of reference and neither constitute a part of this Agreement nor affect its meaning, interpretation or effect.

11.13. Interpretation; Order of Precedence. In the event of any discrepancy or conflict between the terms of the Agreement and the terms of any Exhibit, the terms of this Agreement shall control. This Agreement and any Exhibit hereto shall prevail over any additional, conflicting, or inconsistent terms or conditions which may appear on any purchase order or other document issued by Customer.

11.14. Export Controls. Customer agrees to comply fully with all relevant export laws and regulations of the United States including but not limited to the U.S. Export Administration Regulations (collectively, "**U.S. Export Controls**").

EXHIBIT A

Fee Schedule

The Annual Service Fee during the term of this Hosting Service Agreement is \$34,250.00 ("Annual Service Fee"). The Annual Service Fee includes other modules in addition to the ACT Tax Collection System (TCS) software. Those modules available at no additional cost include TaxLedge (entity remittance software), Permits (TABC beer and liquor fees), Special Inventory Tracking (SIT), Hotel Occupancy Tax (HOT), and a taxpayer web portal with electronic payment functionality.

ACT is further entitled to additional fees as follows:

- 1). a one-time data conversion fee of \$20,000 ("Conversion Fee");
- 2.) a conversion fee at a rate to be negotiated between Customer and ACT for the conversion of any taxing units not presently administered or collected by the Customer, with a minimum conversion fee of \$2,500.

The discounted Conversion Fee is contingent on Customer entering into an agreement with Usio Inc., ACT's integrated payment processing vendor, for credit card and eCheck payment services.

Thereafter, the rates set forth above will not increase at a rate greater than five percent (5%) per year.

The Customer will pay for local network equipment and local costs necessary to facilitate the Customer's connection to the System, including but not limited to routers, hubs and data transmission lines.

Payment Schedule

Payment of the Conversion Fee will be made in one (1) installment and will be due on the effective date of the Hosting Service Agreement.

Payment of the Annual Service Fee will be made in equal monthly installments. Payment will be due on the 15th of each month in advance and sent to:

ACT, LLC
2915 W Bitters Rd, Suite 400
San Antonio, Texas 78248

User requested system alterations:

All requests by Customer for modifications, enhancements or other changes to the ACT System (as defined in the Service and Support Level Specification Agreement attached to the Agreement as Exhibit B (the "SSLSA")) shall be evaluated by ACT and processed in accordance with the Change Control Procedures set forth at Schedule C of the SSLSA. If the Customer request is approved in accordance with such Change Control Procedures, ACT will determine if the request is billable. If ACT has determined that a request is billable, ACT will notify Customer in advance, in writing, of the determination of cost and the amount. Customer acknowledges that any request determined to be billable will be charged at the following rates:

<u>Rate Classification</u>	<u>Hourly Rate</u>
Principal	\$195.00
Project Manager	\$150.00

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Senior Analyst	\$115.00
Developer	\$ 95.00
Quality Assurance / Trainer	\$ 75.00
Mileage	IRS standard rate
Airfare	Actual Airfare
Per Diem	Actual Charges

EXHIBIT B

Service and Support Level Specification Agreement
(attached)

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