



MINUTES

BE IT REMEMBERED that on the 10th day of August, 2020, the Honorable Commissioners Court of Uvalde County, Texas convened in regular session via video conferencing utilizing Zoom. The following members were in attendance:

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

Also connected to video conferencing utilizing Zoom were: *County Treasurer Joni Deorsam, Tax Assessor-Collector Rita C. Verstuyft, County Auditor Alice Chapman, Road Administrator Dee Kirkpatrick, Fairplex Director Wendy Speer and Julye Keeble with Uvalde Leader News.*

Absent: None

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

The Honorable William R. Mitchell called the meeting of August 10, 2020 to order at 10:00 AM followed with the invocation, led the Pledge of Allegiance to the United States flag and Texas Pledge of Allegiance.

2. Consider and act upon approval of minutes:

Motion by Commissioner Bates to approve the minutes of July 27, 2020.
Seconded by Commissioner Garza.
Motion carried (4-0).

3. Consider and act upon approval of managed services contract for Uvalde County Adult Probation Department:

County Auditor Alice Chapman outlined the request for approval of a service agreement with HTS Voice & Data Systems, Inc. to manage the computer hardware and software programs for the Adult Probation Community Supervision and Corrections Department serving Uvalde County and Real County as the 38th Judicial District. Medina County was removed as a result of the creation of the 454th Judicial District. A new contract was considered by the Court for a period of twelve months beginning October 1, 2020 through September 30, 2021 at a rate of \$934.00 per month for a total annual cost of \$11,208.00.

Motion by Commissioner Garza to approve service agreement with HTS Voice & Data Systems, Inc.

Seconded by Commissioner Pargas.

Motion carried (4-0). See Exhibit A Attached.

4. Consider and act upon Declaration of Local Disaster/Public Health Emergency (Extension #5):

Pursuant to Texas Government Code, Section §418.108(a) a fifth extension of Declaration of Local Disaster for Public Health Emergency was considered and approved by the Court for a period of not more than thirty days from the date of this declaration unless continued or renewed by the Court related to the coronavirus now designated SARS-CoV2 which causes the disease COVID-19 that has spread throughout the world and has now been declared a global pandemic.

Motion by Commissioner Pargas to approve the fifth extension of the Declaration of Local Disaster for Public Health Emergency.

Seconded by Commissioner Bates.

Motion carried (4-0).

5. Consider and act upon presentation of NO-NEW-REVENUE and VOTER APPROVAL TAX RATES:

As designated by the Court pursuant to Texas Tax Code §26.17 and §26.04, County Auditor Alice Chapman presented to the Court the tax rate calculated as a result of the appraisal values and exported information provided by the Uvalde County Appraisal District using the calculation service by Harris Govern Truth in Taxation software generating for Uvalde County the “NO-NEW-REVENUE TAX RATE” at \$0.74/\$100 and the “VOTER APPROVAL TAX RATE” at \$0.7754/\$100 and confirmed the NO-NEW-TAX RATE included properties in both the prior and current tax years and informed the Court that all supporting documentation of this presentation was posted to the Uvalde County website allowing the Court to move forward at the next Commissioners Court meeting of August 24, 2020 to hold a public hearing on the 2020-2021 final budget, adopt the 2020-2021 salary fund, adopt the 2020-2021 budget by record vote and approve the proposed 2020-2021 tax rate.

Motion by Commissioner Scheide to accept the presentation of NO-NEW-REVENUE and VOTER APPROVAL TAX RATES.

Seconded by Commissioner Pargas.

Motion carried (4-0).

6. Consider and act upon Road Administrators report:

Road Administrator Dee Kirkpatrick informed the Court that the Road Department worked on patching holes and checking roads throughout the County, repaired and patched the edges on County Road 350, cutting brush on County Road 101 and moved equipment to County Road 416 to rebuild the crossing on the Nueces River close to Montell.

No action taken.

7. Consider and act upon line item budget amendments:

County Auditor Alice Chapman outlined the line item budget amendments presented to the Court for consideration and approval.

Motion by Commissioner Garza to approve line item budget amendments.

Seconded by Commissioner Pargas.

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

8. Consider and act upon payment of bills:

Motion by Commissioner Bates to approve payment of bills.

Seconded by Commissioner Pargas.

Motion carried (4-0).

9. Consider and act upon approval of monthly reports:

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

Motion by Commissioner Pargas to approve monthly reports.

Seconded by Commissioner Garza.

Motion carried (4-0).

10. Consider and act upon payroll approval:

Motion by Commissioner Garza to approve payroll.

Seconded by Commissioner Pargas.

Motion carried (4-0).

11. Consider and act upon resolutions and proclamations:

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

Felis Leal Banda †
Joe D. Contreras †
Gary Curry †
Santos C. Flores †
Sulema Flores †
Juanita Gonzales †
Delia Martinez †
Roger Nelson †
Deacon Gilberto G. Salazar †
Anita Sanchez †
Miguel "Mike" Zamora, Jr. †

With no further business, the meeting of August 10, 2020 was adjourned.

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



HTS Voice & Data Systems

38th Judicial District Service Agreement

Adult Probation & CSCD
Uvalde County/Real County

1. PARTIES

HTS Voice & Data Systems for good and valid consideration agrees with 38th Judicial District Uvalde County/Real County Adult Probation & CSCD (hereinafter called "Customer") to furnish certain computer-related services as provided in this Agreement.

2. INTRODUCTION

WHEREAS, HTS Voice & Data Systems is in the business of managing computer and software system;

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

3. DEFINITIONS

- a. The term "Technology System" as used in this Agreement refers to the hardware and supported software owned by Customer of this Agreement or an addendum hereto which is used to operate the business.
- b. The term "computing device" refers to any computer system that connects to the Technology System on a regular basis and performs a duty.
- c. The term "supported employee/system" refers to a computing device that is used on a regular basis by one or more employees.
- d. The term "Service Agreement" is defined as Total Information Technology Solution. Total, in this instance, is defined as managing from a remote location with on-site schedule support and emergency support available upon demand based on a flat monthly.
- e. The term "Uptime" is defined as the amount of time the Technology System is functioning properly.
- f. Liaison – contact person between HTS Voice & Data Systems, Inc. and Customer.
Responsibilities include:
 - i. Trained by HTS Voice & Data Systems, Inc. to discern basic user or computer problems or to call HTS Voice & Data Systems, Inc. for technical support.
 - ii. Other miscellaneous functions related to helping the Customer improve its efficiency concerning computers systems. (Should not be over a couple of hours/month).

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4. PAYMENT

- a. Set Monthly Fee. Payments shall be made based on a set monthly fee as described in this contract.
- b. Invoices shall be processed and mailed on the 1st of each month by HTS Voice & Data Systems, Inc. Payment for services rendered shall be paid and delivered upon receiving said invoices by Customer.

5. RESPONSE TIMES AND SERVICE LEVEL AGREEMENT

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

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

6. CUSTOMER COOPERATION

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

The assigned Liaison will be Alice Chapman, Phone: 830-591-0181

7. CONFIDENTIALITY

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

8. SERVICES PERFORMED

Following is a list of service provided – all included in the monthly flat-rate fee. This agreement is based on HTS Voice & Data Systems, Inc. engaged to assume overall Technology Administration and Support of the overall Technology System's configuration, technology direction and consultation to the customer on the overall condition of the network and its components on an on-going and scheduled basis.

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- a. **Assessment & Inventory Service** Accompanying this contract is a thorough inventory of all computer and computer-related equipment and all software owned by Customer currently in use and Included in the contract.
 - i. **Recommendations** HTS Voice & Data Systems, Inc. will make recommendations to Customer to improve, enhance, and/or better utilize the Technology System in order to benefit customer overall.
 - ii. **Reports** HTS Voice & Data Systems, Inc. will provide the customer with managed services reports to insure that the customer is aware of the general conditions of the Technology System's operations. These reports will be provided and covered with the customer in order to ensure the customer is aware of operating parameters and recommendations to be acted upon. These reports and information will be proved utilizing the platforms available on the Managed Services Program which will be installed onto the Technology System for management monitoring. By design these reports and information should provide both HTS Voice & Data Systems, Inc. and the Customer with the platform to portray overall management, set the stage for on-going consultative equipment, software and design considerations to be reviewed. These sessions should be on an agreed upon format and schedule which will be jointly agreed upon by both parties in this agreement.
 - iii. **Reviews** There may be instances where specific issues my arise in the management process, which require actions and analysis to take place outside the agreed upon schedule for reviews, and HTS Voice & Data Systems, Inc. will endeavor to accommodate as diligently as possible such situations.
 - iv. **Service** will cover all 38th Judicial District Uvalde County/Real County Adult Probation & CSCD offices.
- b. **Design and Planning Services**
 - i. If Customer is planning a major upgrade to the existing Technology System, HTS will make appropriate recommendations to the Customer. This Technology System may include LANs, WANs, VPNs and even offsite resources in addition to standard hardware and software on site. Advance planning is a major key to being able to end up with a Technology System that is most effective and most efficient. There are several options that may be available, depending on the types of equipment, location(s), and Internet connections.
 - ii. HTS Voice & Data Systems, Inc. will be the administrator and the consultant for network design solutions. While HTS Voice & Data Systems, Inc. will be providing recommendations as required, the final decision for actions to be taken will reside with the Customer for final execution.

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- iii. HTS Voice & Data Systems, Inc. will provide the Customer with feedback and recommendations when appropriate, or up on request, on the performance and capabilities of the Customer's Liaison employee.
- c. **Remote Help Desk Services**
 - i. HTS Voice & Data Systems, Inc. provides full time system engineers on staff. These engineers are available by telephone, facsimile, and electronic messaging during normal business hours to answer questions from Customer's employees based on HTS Voice & Data Systems, Inc. services price list.
- ci. **On Site Support Services**
 - i. HTS Voice & Data Systems, Inc. will assume the responsibilities of making the Technology servers, network and the internet as efficient as fiscally possible by the Customer. HTS Voice & Data Systems, Inc. strives to achieve this by providing **eight hours a day, five days a week onsite support**.
 - ii. Hour Labor Support—this standard program provides coverage Monday through Friday, 8a to 5p. An option is available at a prescribed cost, for support after five or Saturdays and Sundays at \$150 hr one hour minimum. Your designated contact will have direct access to the HTS Voice & Data Systems, Inc. support team through an unpublished telephone number. You may call the HTS Voice & Data Systems, Inc. technical support team with any questions or problems regarding your LAN technical environment.
- cii. **Coverages & Exclusions**
 - i. **Coverage for Hardware.** HTS Voice & Data Systems, Inc. offers on-site and remote technical support from Monday through Friday from 8a to 5p.
 - 1. Servers (Qty 2)
 - 2. Network Issues
 - 3. SonicWALL Firewall Management. Customer to purchase hardware.
 - 4. Switches
 - 5. UPS backup
 - 6. Wireless Access Points
 - 7. Routers
 - 8. PCs, Notebooks & Tablets (Qty 21)
 - 9. Printers
 - 10. Scanners
 - 11. Microsoft Issues
 - 12. Internet connectivity
 - 13. VPN Access Support
 - ii. **Coverage for Software.** Customer to provide End-point Protections licenses and M365 Exchange Online as separate contract.

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iii. Exclusions

1. **Installation of new hardware** – PC, Printers, Switches, New Servers, New Firewalls, Backup UPS or any new technology product that needs to be installed on the network. Installs will be done at \$95 hour if requested.
2. **Installation of new software** – Microsoft upgrades, any new software application. These installs will be billable at \$95 hour if requested.
3. **Adding or moving** users' equipment on the network
4. **3rd Party Software** -- HTS will interface with your contracted vendors to resolve issues relating to the Technology System
5. **Copiers** – HTS will interface with your contracted vendors to resolve issues relating to network and desktop PC interaction
6. **Parts and consumables**, should a repair need to be made, the parts to repair the unit and consumables; ink, printer maintenance kits, fusers

f. Technology System Monitoring Services

- i. HTS will monitor the Technology System for such problems as virus infection, internal and external security breaches, low system resources, improper employee usage, system failures etc. This service will be provided by utilizing the SonicWALL equipment and Software Platforms installed and any additional such equipment which may be recommended for accomplishing this technology system monitoring service.
- ii. HTS monitors the usage of the Technology System's capabilities. If the capabilities are getting close to being used at full capacity HTS will make recommendations to Customer for implementation/redirection.

g. Maintenance

HTS agrees to provide labor for maintenance services to attempt to correct any error identified by the provider or reported by Customer related to the network and its infrastructure, SonicWALL security and the servers; determined by HTS in its sole discretion, to be in the Technology System for the term of this agreement.

9. WARRANTIES AND DISCLAIMERS

HTS makes no warranties of any kind, expressed or implied on its own regarding the functionality of hardware or software, but instead relies on the warranties provided by the manufacturer of each product. HTS will not be responsible for the functionality and/or performance of 3rd Party Software, Telecommunications Systems, or Equipment Providers.

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10. LIMITATION OF LIABILITY AND REMEDIES

UNDER NO CIRCUMSTANCES SHALL HTS BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR LOSS RESULTING FROM BUSINESS DISRUPTION DUE TO FAULTY EQUIPMENT, EVEN IF HTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE STATED WARRANTIES AND THE COMMITMENTS SET FORTH HERE IN ARE IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF HTS FOR DAMAGES OR OTHER RELIEF INCLUDING BUT NOT LIMITED TO, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT IN ANY WAY ARISE OUT OF OR IN CONNECTION WITH THE USE AND/OR THE PERFORMANCE OF ANY SOFTWARE.

11. TERM

The initial term of the Agreement will be for twelve (1) months following the execution date of the Agreement. This Agreement shall renew for additional one-year periods after both parties review and agree on the renewal terms and conditions for the upcoming year. The Agreement will be reviewed in the month before the end of the term.

12. GOVERNING LAW

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

13. ASSIGNMENTS

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

14. SEVERABILITY

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

15. FORCE MAJEURE

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

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16. MODIFICATIONS

This Agreement can only be modified by a written Agreement duly signed by authorized representatives of HTS Voice & Data Systems, Inc. and Customer, and variances from or in addition to the terms and conditions of this Agreement in any order or other writing from the Customer will be of no effect. Moreover, in order to avoid uncertainty, ambiguity and misunderstandings in their relationships, HTS Voice & Data Systems, Inc. and Customer covenanted and agreed not to enter into any oral agreement or understanding inconsistent or in conflict with this Agreement; and HTS Voice & Data Systems, Inc. and Customer further covenant and agree that any oral communication allegedly or purportedly constituting such an agreement or understanding shall be absolutely null, void and with effect.

17. NOTICES

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

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

Customer: 38th Judicial District Uvalde County/Real County Adult Probation & CSCD
112 North Street
Uvalde, Texas 78801

18. VENUES AND JURISDICTION

Customer hereby

- a. Agrees that any litigation, action or proceeding arising out of or relating to this Agreement be instituted in a state or federal court in the city and state of San Antonio, Texas
- b. Waives any objection which it might have now or hereafter to venue of any such litigation, action or proceeding, and
- c. Irrevocably submits to the jurisdiction of any court in such litigation, action or proceeding, and
- d. Hereby waives any claim or defense to inconvenient form.

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19. ENTIRE AGREEMENT

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

20. COLLECTION

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

21. PAYMENT AND TERMS

The above specified contract for services will be provided at annual cost of \$ 11,208.00 based on the schedule included in Exhibit A. A payment of \$ 934.00 due on the 1st of each month commencing October 1, 2020 and proceeding for a twelve (12) months, with the "Option to Renew" at this established rate schedule for up to three (3) Consecutive Contract Annual Periods. The Automatic Renewals will be effective on the anniversary date of the contract execution. Effective rate will be adjusted according to schedule in Exhibit A. Maximum effective rate can be no less than 10% original contract value.

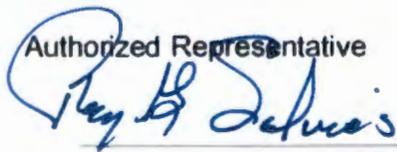
22. EXECUTION

In witness whereof, the parties have hereunto their hands and seal this 10th day of August 2020.

HTS Voice & Data Systems

Customer

Authorized Representative



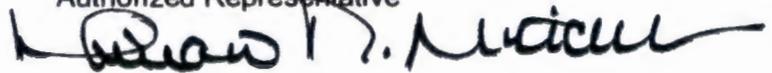
Printed Name

Roy G. Salinas

Date

7/29/2020

Authorized Representative



Printed Name

William R. Mitchell
Uvalde County Judge

Date

August 10th, 2020

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Schedule A

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Desktop Monitor, Respond, Remediate and Help Desk	18	\$ 35.00	\$ 630.00
Server Host Monitor, Respond and Remediate	2	\$ 125.00	\$ 250.00
Microsoft Surface Mobile Device	3	\$ 18.00	\$ 54.00
Total Monthly Recurring Charges			\$ 934.00
Annual charges			\$ 11,208.00

COMMISSIONERS COURT ORDER

On this the 24th day of August, 2020, came to be heard the Uvalde County Commissioners Court Minutes of August 10, 2020, as prepared by the Clerk of the Court.

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

APPROVED BY: _____

William R. Mitchell, County Judge

Randy Scheide, Commissioner Pct. #1

Mariano Pargas, Jr., Commissioner Pct. #2

Jerry W. Bates, Commissioner Pct. #3

Ronnie Garza, Commissioner Pct. #4

(SEAL)

ATTEST: _____

Valerie Del Toro Romero, County Clerk and
Ex-Officio Clerk of the Commissioners Court
of Uvalde County, Texas