



**COMMISSIONERS COURT MINUTES  
AUGUST 10<sup>TH</sup> REGULAR TERM, A.D. 2015**

**1. CALL TO ORDER**

**2. DETERMINATION THAT A QUORUM IS PRESENT:**

**BE IT REMEMBERED** that on this the 10th day of AUGUST A.D. 2015 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: Efrain V. Valdez, County Judge, Presiding; Ramiro V. Ramon, Commissioner of Precinct No. 1; Lewis Owens, Commissioner of Precinct No. 2; Robert "LeBeau" Nettleton; Commissioner of Precinct No. 3; Gustavo Flores, Commissioner of Precinct No. 4; and Generosa Gracia-Ramon, County Clerk; when the following proceeding was had to wit:

3. The Court recited the Pledge of Allegiance to the Flag.

4. Approving Minutes of Previous Meeting(s):

\_\_\_\_\_ : \_\_\_\_\_ Corrections \_\_\_\_\_ Changes \_\_\_\_\_ Addition  
 \_\_\_\_\_ : \_\_\_\_\_ Corrections \_\_\_\_\_ Changes \_\_\_\_\_ Addition

ORDER	MOTION	2 ND	AYES	NOES	ABSTAIN	TABLE
N/A						

**5. CITIZENS' COMMENTS:**

- Rhonda Hargrove speaking in support for fire Chief Jerry Rust. Commissioner Owens requested Agenda Item #53 be taken up at this time in the meeting. After discussion, no action was taken. (See #53)
- \_\_\_\_\_

**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:**

EFRAIN V VALDEZ - EVV  
 COMM RAMON - R  
 COMM OWENS - O  
 COMM NETTLETON - N  
 COMM FLORES - F

**QUORUM**

\_\_\_v\_\_\_ COUNTY JUDGE  
 \_\_\_\_\_ Judge's Staff  
 \_\_\_\_\_ Judge's Staff  
 \_\_\_v\_\_\_ COMM. PRCT No.1  
 \_\_\_v\_\_\_ COMM. PRCT No.2  
 \_\_\_v\_\_\_ COMM. PRCT No.3  
 \_\_\_v\_\_\_ COMM. PRCT No.4

**ATTENDING**

**COUNTY STAFF/DEPTS**

\_\_\_v\_\_\_ COUNTY ATTY  
 \_\_\_SS\_\_\_ COUNTY ATTY STAFF  
 \_\_\_DM\_\_\_ COUNTY ATTY STAFF  
 \_\_\_v\_\_\_ DISTRICT CLERK  
 \_\_\_v\_\_\_ IT  
 \_\_\_v\_\_\_ SHERIFF  
 \_\_\_\_\_ SHERIFF'S STAFF  
 \_\_\_v\_\_\_ AUDITOR  
 \_\_\_v\_\_\_ TREASURER  
 \_\_\_v\_\_\_ PURCHASING  
 \_\_\_v\_\_\_ HR  
 \_\_\_v\_\_\_ TAX COLLECTOR  
 \_\_\_v\_\_\_ RISK MGMT  
 \_\_\_v\_\_\_ FIRE DEPT  
 \_\_\_\_\_ EMERGENCY MGMT  
 \_\_\_\_\_ JP No.1  
 \_\_\_v\_\_\_ JP No.2  
 \_\_\_v\_\_\_ JP No.3  
 \_\_\_v\_\_\_ JP No.4  
 \_\_\_\_\_ OTHER \_\_\_\_\_

**MOTION/VOTE KEY:** JUDGE EFRAIN V VALDEZ - E V V; COMM RAMON - R; COMM OWENS - O; COMM NETTLETON - N; COMM FLORES - F

**Efrain V. Valdez, County Judge**

6. Discussion and possible action on use of building on 309 E. 14<sup>th</sup> St. as supervise visitation location and exchange service for minors.

ORDER  
15-289

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	R		Approve. See Resolution Attached.		N,R,O,F		

7. Discussion and possible action on approving payment for 2015 – 2016 Texas Border Coalition membership dues in the amount of \$2,444.00.

ORDER  
15-290

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	F		Approve. Statement included in the minutes.		N,R,O,F		

**Troy McGonagill**

8. Presentation and consideration of approval for Inter-local Agreement for E9-1-1 Public Safety Answering Point Services for the County of Val Verde.

ORDER  
15-291

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Approve renewal of 911 service agreement.		N,R,O,F		
			Agreement provided for the minutes.				

**Janie Rowe, Representative for VVCO Loaves & Fishes**

9. Discussion and possible action between agreement with Val Verde County Loaves and Fishes and Val Verde County.

ORDER  
15-292

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Approve agreement effective October 29, 2015.		N,R,O,F		
			Copy of Agreement provided for the minutes.				

**Quad Counties Representative**

10. Report from Quad Counties regarding women's shelter.

ORDER  
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			REPORT ONLY.				

**MOTION/VOTE KEY:** JUDGE EFRAIN V VALDEZ – E V V; COMM RAMON – R; COMM OWENS – O; COMM NETTLETON – N; COMM FLORES - F  
Agenda Item #31 taken up at this time in the meeting. (See #31)

**Ramiro V. Ramon, County Commissioner Pct.1**

11. Consider and act upon proposed change order for TxCDBG 713479,713125, and 713076.

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
ORDER 15-293	R	F	APPROVED.		N,R,O,F		

12. Human Resources requesting to have Commissioner's Court match a cash reward for a County weight loss challenge. The challenge will run in conjunction with the County VS. County Challenge being put on by TAC from August 17, 2015 to October 26, 2015.

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
ORDER N/A	R		Motion that each member of the Court match a				
			\$60.00 contribution.				
			Motion was withdrawn.				

**Lewis G. Owens, County Commissioner Pct.2**

13. Discussion and possible action on lease agreement between Val Verde County and the Hero Fall Festival all proceedings will be donated to the Wounded Warriors. (October 24, 2015).

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
ORDER 15-294	O	R	Approve and waive the fees.		N,R,O,F		

14. Discussion and possible action on the use of the 60 acres next to Wal-Mart for the 3<sup>rd</sup> annual color run.

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
ORDER 15-295	N	O	Approved.		N,R,O,F		

15. Discussion and possible action on the 60 acres by the Border Patrol as a staging area.

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
ORDER 15-296	N	F	Approved. Consent attached to minutes.		N,R,O,F		

MOTION/VOTE KEY: JUDGE EFRAIN V VALDEZ – E V V; COMM RAMON – R; COMM OWENS – O; COMM NETTLETON – N; COMM FLORES - F

16. Discussion and possible action on hiring part-time individuals to clean county buildings.

ORDER  
15-297

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	R		Approved. Same job description & pay as current contract for janitorial services.		N,R,O,F		

17. Discussion and possible action on property connecting to the end of Paisano road to S.179

ORDER  
15-298

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	R		Approve the 50' Right of Way to be obtained & Commissioner Owens authorized to negotiate.		N,R,O,F		

18. Discussion and possible action in removing members for the Amistad zoning and appointing new members.

ORDER  
15-299

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		No action. Each member of the Commissioner's Court to bring the name of a new member for appointment at the September Regular Meeting.		N,R,O,F		

19. Discussion and possible action on setting a rental fee for the use of the infield at the fairgrounds.

ORDER  
15-300

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	O		Mot to set rental fee at \$250.00.		N,R,O,F		

20. Discussion and possible action on the hiring of a family member by a family member.

ORDER  
15-301

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		No action. Personnel Committee to review and Report back to the Court.		N,R,O,F		

**Gustavo Flores, County Commissioner Pct. 4**

21. Discussion and possible action regarding the Langtry Trash Collection Site.

ORDER  
15-302

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
F	O		Site permit is required. Motion that Mr. Cerny send letter to TCEQ to temporarily suspend Langtry trash collection.		N,R,O,F		

MOTION/VOTE KEY: JUDGE EFRAIN V VALDEZ – E V V; COMM RAMON – R; COMM OWENS – O; COMM NETTLETON – N; COMM FLORES - F

**Generosa Gracia Ramon, County Clerk**

22. Consider and act on consolidation of election precincts for the November 3, 2015 Constitutional Amendment Election.

**ORDER  
15-303**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NO	ABST
N	F		APPROVE.		N,R,O,F		
			List of polling locations included in minutes.				

23. Consideration and act on appointing Election Judges and Alternate Judges for the November 3, 2015 Constitutional Amendment Election.

**ORDER  
15-304**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		APPROVE.		N,R,O,F		
			List of Judges included in the minutes.				

24. Consideration and act on appointing the Early Ballot Board for the November 3, 2015 Constitutional Amendment Election

**ORDER  
15-305**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		APPROVE.		N,R,O,F		
			Recommended list included in the minutes.				

25. Consideration and act on appointing of the County Clerk as Central Counting Station Manager and Sylvia Salazar as the Alternate Manger for the November 3, 2015 Constitutional Amendment Election.

**ORDER  
15-306**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		APPROVE.		N,R,O,F		
			Recommended list included in the minutes.				

26. Consideration and act on appointing Jovita Christie as the Central Counting Station Judge and Roberto Castillo as the Alternate Judge for the November 3, 2015 Constitutional Amendment Election.

**ORDER  
15-307**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
R	O		APPROVED JOVITA CHRISTIE ONLY.		N,R,O,F		
			Recommended list included in the minutes.				

**MOTION/VOTE KEY:** JUDGE EFRAIN V VALDEZ – E V V; COMM RAMON – R; COMM OWENS – O; COMM NETTLETON – N; COMM FLORES - F

27. Consideration and act on appointing the Val Verde County Clerk Deputies as Early Voting Clerks (if needed) for the November 3, 2015 Constitutional Amendment Election.

ORDER  
15-308

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		APPROVED.		N,R,O,F		
			Recommended list of clerks for minutes.				

28. Consideration and act on setting the number of clerks to serve at each polling location for the November 3, 2015 Constitutional Amendment Election.

ORDER  
15-309

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	F		APPROVED.		N,R,O,F		
			Recommended list is attached.				

**Robin Flory, Librarian**

29. Discussion and possible action on acceptance of a check from Friends of the Library by VVCO Library, in the amount of \$2,407.63, for the Summer Reading Program.

ORDER  
15-310

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		ACCEPT & MAKE CHECK PAYABLE TO: AUDITOR		N,R,O,F		

30. Discussion and possible action on changing policy regarding removal of outdated materials from County Library.

ORDER  
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			NO ACTION TAKEN.				

**Fred Hernandez, District Attorney**

31. To review and approve renewal of Boarder Prosecution Unit Grant (BPU), for a Prosecuting Attorney and Enhanced Communication equipment to communicate with other BPU Counties, for the total amount of \$125,000 for the fiscal year September 1, 2015 and ending August 3, 2016.

ORDER  
15-311

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	R		Motion to Approve.				
		N	Add: authorize Judge to sign.	R	N,R,O,F		
			Resolution included in the minutes.				

*Note: This item was taken up before Agenda Item #11. (See #11).*

**MOTION/VOTE KEY:** JUDGE EFRAIN V VALDEZ – E V V; COMM RAMON – R; COMM OWENS – O; COMM NETTLETON – N; COMM FLORES - F

**George Sosa, CVSO**

32. Request consideration for Office Space 2 additional offices.

ORDER 15-312	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
	O	N		Motion to table Agenda Items #32 thru #36. Letter of requests included in minutes.		N,R,O,F		

33. Request \$3,000 Fuel and Travel Funds for Fiscal Year 2015-2016 to meet minimum customer demands.

ORDER N/A	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
				TABLED--SEE AGENDA #32.				

34. Request consideration for one additional Manning (Secretary Administrative Assistant).

ORDER N/A	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
				TABLED--SEE AGENDA #32.				

35. Request Office Supplies funds remain at \$4,000 due to transfer of \$500 from Office Supplies to Travel Funds, lack of Travel Funds, and increased of customer services demand.

ORDER N/A	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
				TABLED--SEE AGENDA #32				

36. Update Copier annual fees to \$2,987.76 instead of proposed \$872.00 F/Y 2015-16.  
The monthly fee is \$248.98.

ORDER N/A	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
				TABLED--SEE AGENDA #32				

**Joe Frank Martinez, County Sheriff**

37. Discussion and possible action authorizing Sheriff Joe Frank Martinez to sign the TLETS Agency/Equipment Agreement between the Val Verde Sheriff's Office, Texas Department of Public Safety, and State Administrator of the Texas Law Enforcement Telecommunications Systems (TLETS)

ORDER 15-313	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
	N	R		APPROVED.		N,R,O,F		

*Note: No copy of the Agreement provided for the minutes.*

**MOTION/VOTE KEY:** JUDGE EFRAIN V VALDEZ – E V V; COMM RAMON – R; COMM OWENS – O; COMM NETTLETON – N; COMM FLORES - F

**Roger Cerny, Health Inspector**

38. For discussion and possible action to waive the fee for a development in a flood zone permit request by Laughlin Air Force.

ORDER	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
15-314	O	N		Motion to approve and waive \$100.00 fee.		N,R,O,F		

**Beatriz I Munoz, Tax Assessor/Collector**

39. County General Fund taxable value \$2,233,444,048 as certified by the Appraisal Roll, Rolling Stock value of \$9,774,418 certified by the Comptroller's office, Minus Frozen amount of \$269,351,127 and Transfer Adjustments of \$2,642.

ORDER	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
15-315	R	N		APPROVED.		N,R,O,F		

40. Farm to Market value of \$2,216,764,328, Rolling Stock value of \$9,774,418 minus Frozen amount \$268,413,156 and Transfer Adjustment of \$1,345.

ORDER	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
15-316	N	R		APPROVED.		N,R,O,F		

**Ramiro G. Barrera, IT Specialist**

41. Submit CFS Policy Change Request Forms, For The Month Of July 2015, For Final Approval By Commissioner Court.

ORDER	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
15-317	N	O		APPROVED.		N,R,O,F		
				Copies of requests included in the minutes.				

**Rogelio R. Musquiz Jr.**

42. Authorization request for capital outlay purchase by the following departments:

A. Purchase of Office Furniture/Treasurer's department in the amount of \$3,585.00.

ORDER	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
15-318	O	N		APPROVED.		N,R,O,F		

**MOTION/VOTE KEY:** JUDGE EFRAIN V VALDEZ – E V V; COMM RAMON – R; COMM OWENS – O; COMM NETTLETON – N; COMM FLORES - F

43. Consider and act on bid request for the 2015-2016 defined term purchases of commodities such as fuel, road, construction materials, uniforms, janitorial services and beverage services.

ORDER 15-319	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
	O	N		APPROVED AS PRESENTED.		N,R,O,F		

44. Consider and act on creating a selection committee for the external auditor RFP.

ORDER 15-320	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
	N	O		Motion to appoint Roy Musquiz, Frank Lowe, and Judge Valdez to Selection Committee for external audit.		N,R,O,F		

45. Consider and act on proposed Purchasing Policy change.

ORDER 15-321	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
	N	F		APPROVE/Adopt sole source policy as presented. Policy included in the minutes.		N,R,F	O	

46. Consider and act on authorizing payment to Rio Trailer Shop for the amount of \$1,658.88 for services rendered to Precinct #4.

ORDER 15-322	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
	F	R		APPROVED. Invoice included in the minutes.		N,R,O,F		

**Arron Rodriguez, County Treasurer**

47. Monthly Treasurer's Report.

ORDER 15-323	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
	N	R		MOTION TO TABLE.		N,R,O,F		

48. Discussion and possible action regarding resolution to maintain previously approved line of credit with Del Rio Bank and Trust.

ORDER 15-324	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
	N	F		APPROVE Resolution included in the minutes.		N,R,O,F		

MOTION/VOTE KEY: JUDGE EFRAIN V VALDEZ – E V V; COMM RAMON – R; COMM OWENS – O; COMM NETTLETON – N; COMM FLORES - F

**Juanita Barrera, HR Director**

49. Listed below are several personnel matters which need to be part of the upcoming August agenda for HR reporting period from July 8, 2015 through August 5, 2015.

- A. Joe Frank Martinez, Sherriff, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Gabriel Garza, Patrol Sergeant effective August 7, 2015. Mr. has resigned. Mr. Garza will remain as a reserve deputy.
- B. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Eduard Pena, Patrol Sergeant with an annual salary of \$34,755.08 effective August 8, 2015. Mr. Pena is replacing Gabriel Garza who resigned.
- C. Joe Frank Martinez, Sheriff, informing Commissioners Court that Eduardo Verastegui has been transferred from CID to Patrol effective August 8, 2015 as a Patrol Deputy with no change in salary. Mr. Verastegui is replacing Eduardo Pena who has been promoted to Patrol Sergeant.
- D. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Laura Galvan, Patrol Deputy, effective August 3, 2015. Mrs. Galvan has resigned.

ORDER  
15-325

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		APPROVED AS PRESENTED.		N,R,O,F		

50. Discussion and possible action in change regarding eye insurance provider for Val Verde County.

ORDER  
15-326

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
R	N		APPROVED AS PRESENTED.		N,R,O,F		
			Plan included in the minutes.				

**Ana Markowski Smith, County Attorney**

- 51. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071 (2), consultation which is governed by the attorney/client privilege and possible action open session thereafter.
- 52. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.072, regarding the purchase, exchange, lease, or value of real property and in open session thereafter.
- 53. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.074 (a) (1), to deliberate the appointment, employee, evaluation, reassignment , duties, discipline, or dismissal of Jerry Rust, a public officer or employee, and possible action in open session thereafter.

*Note: The above Agenda Item was discussed at Agenda Item #5. (See #5).*

EXECUTIVE SESSION: _____ §551.071(a) (1) <input checked="" type="checkbox"/> _____ §551.074(a) (1) _____ §551.071(2) <input checked="" type="checkbox"/> _____ §551.071(1) (B) _____ §551.072 <input checked="" type="checkbox"/> _____
OTHER _____ BEGAN @ <u>11:02 a.m.</u> ENDED @ <u>11:37 a.m.</u> BREAK @ _____ RESUMED @ _____ ACTION AFTER EX: <u>Yes</u>

**MOTION/VOTE KEY:** JUDGE EFRAIN V VALDEZ – E V V; COMM RAMON – R; COMM OWENS – O; COMM NETTLETON – N; COMM FLORES - F

ORDER 15-327	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
	O	R		Motion to issue letter of reprimand to Jerry Rust.		R,O,F		E V V

Clerk's Note: Commissioner Nettleton did not vote on Agenda #53.

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

Executive Session items that may result in action in open session thereafter.

54. Approving Subdivision plats.

ORDER N/A	MOTION	2 ND	AMEND	NOTES:	ACCEPT	AYES	NOES	ABST
				NONE PRESENTED.				

55. Certificate of compliance.

ORDER N/A	MOTION	2 ND	PRCT	OWNER/PROPERTY DESCRIPTION	ACCEPT	AYES	NOES	ABST
				NONE PRESENTED.				

56. Approving monthly reports from elected officials:

ORDER 15-328	MOTION	2 ND	AMEND	NOTES:	ACCEPT	AYES	NOES	ABST
	N	R		APPROVED AS PRESENTED.		N,O,R,F		

57. Approving bills for payment:

			NOTES	AMOUNT	HOLD	REMOVE	
INCLUDING			NONE ADDED.				
EXCLUDING							

ORDER 15-329	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
	N	R		APPROVED AS PRESENTED.		N,O,R,F		

MOTION/VOTE KEY: JUDGE EFRAIN V VALDEZ – E V V; COMM RAMON – R; COMM OWENS – O; COMM NETTLETON – N; COMM FLORES - F

**ADDENDUM 8/6/15 @ 4:09 PM**

**Beatriz I Munoz, Tax Assessor/ Collector**

1. Certify the Debt Collection rate exceeded 100 percent for tax year 2014 and also certify the anticipated Debt Collections to be 100 percent for the tax year 2015

ORDER  
15-330

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
R	O		APPROVED AS PRESENTED.		N,O,R,F		

**Gustavo Flores, Pct 4**

2. Discussion and possible action on Country Commissioners Precinct 4 accepting smoke detectors from the American Red Cross, for Colonia Residents.

ORDER  
15-331

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to Approve. During discussion; Commissioner Nettleton withdrew the Motion.				

**ADDENDUM 8/7/15 @ 8:54 AM**

**Ramiro V. Ramon**

1. Consider and Act upon contract from Esser & Company for Val Verde County EDAP Project.

ORDER  
15-332

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
R	O		APPROVED.		N,O,R,F		
			Agreement provided and included in these minutes.				

2. Consider and Act upon contract from TRC Engineers for Val Verde County EDAP Project.

ORDER  
15-333

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
R	O		APPROVED.		N,O,R,F		
			Agreement provided and included in these minutes.				

**MOTION/VOTE KEY:** JUDGE EFRAIN V VALDEZ – E V V; COMM RAMON – R; COMM OWENS – O; COMM NETTLETON – N; COMM FLORES - F

3. Consider and Act upon contract from TWDB in regards to Val Verde County Water Conservation Plan.

ORDER	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
15-334	R	N		APPROVE AND AUTHORIZE CARL ESSER TO OBTAIN COPY OF PLAN FROM ROGER CERNY AND SUBMIT TO TWDB FOR COUNTY WATER CONSERVATION PLAN.		N,O,R,F		

7 Elected official's comments: NONE

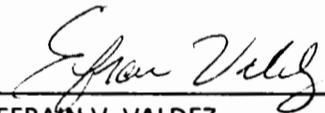
8 Judge's Comments: NONE

9 Adjourn:

ORDER	MOTION	2 ND	DATE/TIME	AYES	NOES	ABST
N/A			8/10/15 @ 12 NOON			

The foregoing, recorded in Volume 45, pages 39-126, inclusive, was on this the 14th day of **SEPTEMBER** A.D. 2015, read and is hereby **APPROVED**.

Respectfully submitted,

  
 EFRAIN V. VALDEZ  
 COUNTY JUDGE

ATTEST:

  
 GENEROSA GRACIA-RAMON  
 COUNTY CLERK



**MOTION/VOTE KEY:** JUDGE EFRAIN V VALDEZ – E V V; COMM RAMON – R; COMM OWENS – O; COMM NETTLETON – N; COMM FLORES – F

*County of Val Verde*



**Efrain V. Valdez**  
*County Judge*

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Email: [evaldez@valverdecountry.org](mailto:evaldez@valverdecountry.org)

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

**AGENDA/NOTICE**

**VAL VERDE COUNTY COMMISSIONERS COURT**

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

**August 10, 2015 at 9:00 AM**

1. Call to order.
2. Determination that a quorum is present.
3. Pledge of allegiance.
4. Approval of minutes from previous meetings.
5. Citizen's Comments.

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

**Efrain Valdez, County Judge**

6. Discussion and possible action on use of building on 309 E. 14<sup>th</sup> St. as supervise visitation location and exchange service for minors.
7. Discussion and possible action on approving payment for 2015 – 2016 Texas Border Coalition membership dues in the amount of \$2,444.00.

**Troy McGonagill**

8. Presentation and consideration of approval for Interlocal Agreement for E9-1-1 Public Safety Answering Point Services for the County of Val Verde.

**Jeanie Rowe, Representative for VVCO Loaves & Fishes**

9. Discussion and possible action between agreement with Val Verde County Loaves and Fishes and Val Verde County.

**Quad Counties Representative**

10. Report from Quad Counties regarding women's shelter.

**Ramiro V. Ramon, County Commissioner Pct. 1**

11. Consider and act upon proposed change order for TxCDBG 713479, 713125, and 713076
12. Human Resources requesting to have Commissioners' Court match a cash reward for a County weight loss challenge. The challenge will run in conjunction with the County VS. County Challenge being put on by TAC from August 17, 2015 to October 26, 2015.

**Lewis G. Owens, County Commissioner Pct. 2**

13. Discussion and possible action on lease agreement between Val Verde County and the Hero Fall Festival all proceeds will be donated to the Wounded Warriors.(October 24,2015).
14. Discussion and possible action on the use of the 60 acres next to Wal-Mart for the 3rd annual color run.
15. Discussion and possible action on the 60 acres by the Border Patrol as a staging area.
16. Discussion and possible action on hiring part-time individuals to clean county buildings.
17. Discussion and possible action on property connecting the end of Paisano road to S.179.
18. Discussion and possible action in removing members for the Amistad zoning and appointing new members.
19. Discussion and possible action on setting a rental fee for the use of the infield at the fairgrounds.
20. Discussion and possible action on the hiring of a family member by a family member.

**Gustavo Flores, County Commissioner Pct. 4**

21. Discussion and possible action regarding the Langtry Trash Collection Site.

**Generosa Gracia Ramon, County Clerk**

22. Consider and act on consolidation of election precincts for the November 3, 2015 Constitutional Amendment Election.

23. Consider and act on appointing the Election Judges and Alternate Judges for the November 3, 2015 Constitutional Amendment Election.
24. Consider and act on appointing the Early Ballot Board for the November 3, 2015 Constitutional Amendment Election.
25. Consider and act on appointment of the County Clerk as Central Counting Station Manager and Sylvia Salazar as the Alternate Manager for the November 3, 2015 Constitutional Amendment Election.
26. Consider and act on appointing Jovita Christie as the Central Counting Station Judge and Roberto Castillo as the Alternate Judge for the November 3, 2015 Constitutional Amendment Election.
27. Consider and act on appointing the Val Verde County Clerk Deputies as Early Voting Clerks (if needed) for the November 3, 2015 Constitutional Amendment Election.
28. Consider and act on setting the number of clerks to serve at each polling location for the November 3, 2015 Constitutional Amendment Election.

**Robin Flory, Librarian**

29. Discussion and possible action on acceptance of a check from Friends of the Library by VVCO Library, in the amount of \$2,407.63, for the Summer Reading Program.
30. Discussion and possible action on changing policy regarding removal of outdated materials from County Library.

**Fred Hernandez, District Attorney**

31. To review and approve renewal of Border Prosecution Unit Grant (BPU), for a Prosecuting Attorney and Enhanced Communication equipment to communicate with other BPU Counties, for the total amount of \$125,000 for the fiscal year September 1, 2015 and ending August 31, 2016.

**George Sosa, CVSO**

32. Request consideration for Office Space 2 additional offices.
33. Request \$3,000 Fuel and Travel Funds for Fiscal Year 2015-2016 to meet minimum customer demands.
34. Request consideration for one additional Manning (Secretary Administrative Assistant).
35. Request Office Supplies funds remain at \$4,000 due to transfer of \$500 from Office Supplies to Travel Funds, lack of Travel Funds, and increase of customer services demand.
36. Update Copier annual fees to \$2,987.76 instead of Proposed \$872.00 F/Y 2015-16  
The monthly fee is \$248.98.

**Joe Frank Martinez, County Sheriff**

37. Discussion and possible action authorizing Sheriff Joe Frank Martinez to sign the TLETS Agency/Equipment Agreement between the Val Verde Sheriff's Office, Texas Department of Public Safety, and State Administrator of the Texas Law Enforcement Telecommunications Systems (TLETS).

**Roger Cerny, Health Inspector**

38. For discussion and possible action to waive the fee for a development in a flood zone permit requested by Laughlin Air Force.

**Beatriz I Munoz, Tax Assessor/Collector**

39. County General Fund taxable value \$2,233,444,048 as certified by the Appraisal Roll, Rolling Stock value of \$9,774,418 certified by the Comptroller's office, Minus Frozen amount of \$269,351,127 and Transfer Adjustments of \$2,642.
40. Farm to Market value of \$2,216,764,328, Rolling Stock value of \$9,774,418 minus Frozen amount \$268,413,156 and Transfer Adjustments of \$1,345.

**Ramiro G. Barrera, IT Specialist**

41. SUBMIT CFS POLICY CHANGE REQUEST FORMS, FOR THE MONTH OF JULY 2015, FOR FINAL APPROVAL BY COMMISSIONERS COURT.

**Rogelio R. Musquiz Jr.**

42. Authorization request for capital outlay purchase by the following departments:
- A. Purchase of Office Furniture/Treasurer's department in the amount of \$3,585.00.
43. Consider and act on bid request for the 2015-2016 defined term purchases of commodities such as fuel, road construction materials, uniforms, janitorial services and beverage services.
44. Consider and act on creating a selection committee for the external auditor RFP.
45. Consider and act on proposed Purchasing Policy change.
46. Consider and act on authorizing payment to Rio Trailer Shop for the amount of \$1,658.88 for services rendered to Precinct #4.

**Arron Rodriguez, County Treasurer**

47. Monthly Treasurer's Report
48. Discussion and possible action regarding resolution to maintain previously approved line of credit with Del Rio Bank And Trust.

**Juanita Barrera, HR Director**

49. Listed below are several personnel matters which need to be part of the upcoming August agenda for HR reporting period from July 8, 2015 through August 5, 2015.

- A. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Gabriel Garza, Patrol Sergeant effective August 7, 2015. Mr. Garza has resigned. Mr. Garza will remain as a reserve deputy.
- B. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Eduardo Pena, Patrol Sergeant with an annual salary of \$34,755.08 effective August 8, 2015. Mr. Pena is replacing Gabriel Garza who resigned.
- C. Joe Frank Martinez, Sheriff, informing Commissioners Court that Eduardo Verastegui has been transferred from CID to Patrol effective August 8, 2015 as a Patrol Deputy with no change in salary. Mr. Verastegui is replacing Eduardo Pena who has been promoted to Patrol Sergeant.
- D. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Laura Galvan, Patrol Deputy, effective August 3, 2015. Ms. Galvan has resigned.

50. Discussion and possible action in change regarding eye insurance provider for Val Verde County.

**Ana Markowski Smith, County Attorney**

- 51. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(2), consultation which is governed by the attorney/client privilege and possible action in open session thereafter.
- 52. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.072, regarding the purchase, exchange, lease, or value of real property and possible action in open session thereafter.
- 53. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.074 (a) (1), to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of Jerry Rust, a public officer or employee, 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 an executive session by publicly announcing the applicable section number of the Open Meetings Act (Chapter 551 of the Texas Government Code) that justifies executive session treatment.**

Executive Session items that may result in action in open session thereafter;

- 54. Approving Subdivision plats.
- 55. Certificate of compliance.

P.O. Box 4250 • Del Rio, TX 78841

County of Val Verde



**Efrain V. Valdez**  
County Judge

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

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

**AGENDA/NOTICE**

**VAL VERDE COUNTY COMMISSIONERS COURT**

**ADDENDUM**

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

**August 10, 2015 at 9:00 AM**

**Beatriz I Munoz, Tax Assessor/Collector**

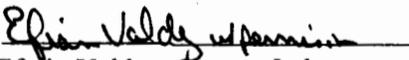
1. Certify the Debt Collection rate exceeded 100 percent for tax year 2014 and also certify the anticipated Debt Collections to be 100 percent for the tax year 2015.

**Gustavo Flores, Pct. 4**

2. Discussion and possible action on County Commissioner Precinct 4 accepting smoke detectors from the American Red Cross, for Colonia Residents.

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

3. Elected official's comments.
4. Judge's comments.
5. Adjourn

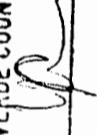
  
Efrain Valdez, County Judge  
Val Verde County, Texas

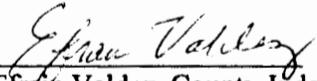
2015 AUG -6 PM 4:09  
GENEVA GRACIA RAMON  
VAL VERDE COUNTY CLERK  
BY  DEPUTY

FILED

THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON: Thursday, August 6, 2015 at 4:29 PM

- 56. Approving monthly reports from elected officials.
- 57. Approving bills for payment.
- 58. Elected official's comments.
- 59. Judge's comments.
- 60. Adjourn.

FILED  
2015 AUG -6 AM 9:32  
GENERUSA GRACIA-RAMON  
VAL VERDE COUNTY CLERK  
BY  DEPUTY

  
Efraim Valdez, County Judge  
Val Verde County, Texas

**THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON: Thursday  
August 6<sup>th</sup>, 2015 at 9:32 AM**

P.O. Box 4250 • Del Rio, TX 78841

**AGENDA/NOTICE**

**VAL VERDE COUNTY COMMISSIONERS COURT**

**ADDENDUM**

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

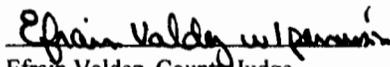
**August 10, 2015 at 9:00AM**

**Ramiro V. Ramon**

1. Consider and Act upon contract from Esser & Company for Val Verde County EDAP Project.
2. Consider and Act upon contract from TRC Engineers for Val Verde County EDAP Project.
3. Consider and act upon letter to TWDB in regards to Val Verde County Water Conservation Plan.

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

4. Elected official's comments.
5. Judge's comments.
6. Adjourn.

  
Efrain Valdez, County Judge  
Val Verde County, TX

2015 AUG - 7 AM 8:54  
FILED  
BY \_\_\_\_\_  
DEPUTY  
GENERAL GRACIA RAMON  
VAL VERDE COUNTY CLERK

**THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON: Friday, August 7, 2015 at 8:54 AM**

P.O. Box 4250 • Del Rio, TX 78841

RESOLUTION NO.: \_\_\_\_\_

**A RESOLUTION OF THE VAL VERDE COUNTY COMMISSIONERS COURT TO SUPPORT THE ESTABLISHMENT OF A CHILD VISITATION AND EXCHANGE CENTER.**

**WHEREAS**, the County of Val Verde recognizes the need to establish a center for supervised visitation and the exchange of children;

**WHEREAS**, the County of Val Verde recognizes such a center will reduce the conflict that may occur in the exercise of custody and visitation of children;

**WHEREAS**, Casa Del Rio is taking on the responsibility of establishing such a center and

**WHEREAS**, the Commissioners Court met in open session and voted in support of such a center.

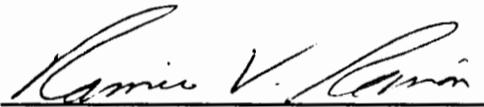
**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF VAL VERDE COUNTY, TEXAS**

Val Verde County supports the establishment of a center for supervised visitation and the exchange of children.

**PASSED and APPROVED** this 10<sup>TH</sup> day of August, 2015.



**HONORABLE EFRAIN VALDEZ**  
COUNTY JUDGE



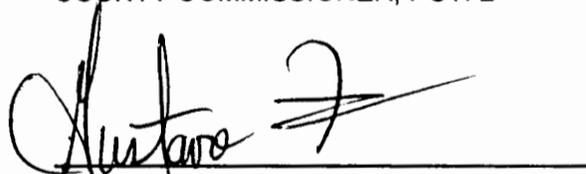
**HONORABLE RAMIRO V. RAMON**  
COUNTY COMMISSIONER, PCT. 1



**HONORABLE LEWIS OWENS**  
COUNTY COMMISSIONER, PCT. 2



**HONORABLE ROBERT NETTLETON**  
COUNTY COMMISSIONER, PCT. 3



**HONORABLE GUSTAVO FLORES**  
COUNTY COMMISSIONER, PCT. 4

ATTEST:

\_\_\_\_\_  
**HONORABLE GENEROSA GRACIA-RAMON**  
COUNTY CLERK



## INTERLOCAL AGREEMENT FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

### Article 1: Parties & Purpose

1.1 The **MIDDLE RIO GRANDE DEVELOPMENT COUNCIL** (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region **24** (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 **COUNTY OF VALVERDE** (Local Government) is a local government that operates Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the RPC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

### Article 2: Applicable Law

2.1 Applicable law, as defined in the prior section, includes but is not limited to Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act; Texas Government Code Chapter 783 (Uniform Grant and Contract Management, including Uniform Grant Management Standards [UGMS] Title 34, Part 1, Chapter 20, Subchapter I), Chapter 441, Subchapter J (Preservation and Management of Local Government Records Act), and Chapter 2260 (Resolution of Certain Contract Claims Against the State); and Texas Local Government Code Chapter 391 (Regional Planning Commissions).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Local Government.

**Article 3: Deliverables**

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the **VALVERDE COUNTY SHERIFFS OFFICE** PSAP(s) located at **295 FM 2523, DEL RIO, TX 78840**; Valverde County Sheriff's Office.

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and

3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The RPC may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by **MIDDLE RIO GRANDE DEVELOPMENT COUNCIL** and proof of insurance shall be provided upon request.

3.2.6 The RPC and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 Training

3.5.1 The Local Government shall notify the RPC of any new 9-1-1 call takers and schedule for applicable training as soon as possible.

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the RPC;

3.6.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the RPC;

3.6.3 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;

3.6.5 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance;

3.6.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.7 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

3.6.8 Log all trouble reports and make copies available to the RPC as required by the RPC;

3.6.9 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

#### **Article 4: Performance Monitoring**

4.1 The RPC and the Commission reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the Commission for such purposes.

#### **Article 5: Procurement**

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

5.2 The RPC shall purchase or reimburse Local Government for supplies necessary for performance of the deliverables per this Agreement.

#### **Article 6: Financial**

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the Commission for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

**Article 7: Records**

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;

7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the RPC.

**Article 8: Assignment**

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

**Article 9: Nondiscrimination and Equal Opportunity**

9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

**Article 10: Dispute Resolution**

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

#### **Article 11: Suspension for Unavailability of Funds**

11.1 In the event that (i) the RPC's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

#### **Article 12: Notice to Parties**

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The RPC's address is:

**MIDDLE RIO GRANDE DEVELOPMENT COUNCIL**  
PO Box 1199  
Carrizo Springs, TX 78834  
ATTN: 9-1-1 Director

The Local Government's address is:

**COUNTY OF VALVERDE**  
400 Pecan St  
Del Rio, TX 78840  
ATTN: Valverde County Judge

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

**Article 13: Effective Date and Term**

13.1 This Agreement is effective as of September 1, 2015 and shall terminate on August 31, 2017.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

**Article 14: Force Majeure**

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

**Article 15: Confidentiality**

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

**Article 16: Indemnification**

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

**Article 17. Historically Underutilized Business Requirements**

17.1 The Local Government shall comply with requirements of Chapter 2161 of the Government Code regarding Historically Underutilized Businesses.

**Article 18: Miscellaneous**

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement:

- |              |   |
|--------------|---|
| Attachment A | Ownership Agreement   |
| Attachment B | Transfer of Ownership Form  |
| Attachment C | Scope of Work   |
| Attachment D | PSAP Operations Performance Measures and Monitoring                     |
| Attachment E | Commission Documents – Legislation, Rules and Program Policy Statements |

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

**MIDDLE RIO GRANDE  
DEVELOPMENT COUNCIL**

**VALVERDE COUNTY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Mr. Nick Gallegos

Printed Name: Judge Efrain Valdez

Title: Executive Director

Title: Valverde County Judge

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment A  
Ownership Agreement**

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at **COUNTY OF VALVERDE**, in **VALVERDE** County, to be the property of \_\_\_\_\_, hereinafter referred to as "Owner".

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

**Middle Rio Grande Development  
Council**

**City of Del Rio**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment B**

**Transfer of Ownership Form**

As stipulated in Article 3 of the Agreement between \_\_\_\_\_ (RPC) and \_\_\_\_\_ (Local Government) dated \_\_\_\_\_, 20\_\_\_\_, the RPC shall document all transfers of ownership of 9-1-1 equipment between the RPC and the Local Government.

Indicate the appropriate classification:

Transfer \_\_\_\_\_ Disposition \_\_\_\_\_ Lost \_\_\_\_\_

Please provide the following information in as much detail as possible.

Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	

Continued.....

**Attachment B**  
**Transfer of Ownership Form (continued)**

Action Recommended by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Comments: \_\_\_\_\_

Approved:     Yes     No

Proceeds, if any: \_\_\_\_\_

Approved by: \_\_\_\_\_

Title: \_\_\_\_\_

Comptroller

Date: \_\_\_\_\_

Disposed or Lost Property shall require approval by the agency head.

Reviewed by: \_\_\_\_\_  
Executive Director (or other appropriate title of agency head)

Date: \_\_\_\_\_

**Attachment C  
Scope of Work**

**All agencies operating a 9-1-1 Public Safety Answering Point (PSAP) within the Middle Rio Grande Development Council (MRGDC) region shall:**

1. Answer all 9-1-1 calls within 30 seconds,
2. Designate a PSAP supervisor and provide related contact information as a single point of contact for MRGDCs 9-1-1 Regional Planning Office,
3. Monitor the 9-1-1 Telecommunicator and equipment and report any failures or maintenance issues immediately to MRGDCs 9-1-1 Coordinator,
4. Keep a log of all trouble reports and forward copies of said log to MRGDC as requested,
5. Notify MRGDC/ WSC of any and all major service-affecting issues in a timely manner,
6. Notify MRGDC of new 9-1-1 Telecommunicators that need to be scheduled for training in basic courses such as TDD/TTY, Crisis Communications, and when requested, the 40-hour TCOLE basic course. Other advanced courses are provided upon availability of funding,
7. Limit access to all 9-1-1 equipment and related data only to authorized public safety personnel. Notify MRGDC of any and all requests for such data, prior to release of any 9-1-1 data,
8. Ensure no equipment other than 9-1-1 authorized equipment be connected to the 9-1-1 power supply,
9. Perform daily test procedures on all 9-1-1 equipment to ensure its proper function,
10. Ensure no third-party software or hardware be added to any component of the 9-1-1 equipment without written authorization from MRGDC,
11. Ensure no modifications be made to any component of the 9-1-1 equipment without written authorization from MRGDC,
12. Safeguard and maintain any ALI maintenance equipment purchased with 9-1-1 funds,
13. Adhere to Health & Safety Code, Section 771-061, Confidentiality of Information, in maintaining 9-1-1 and ALI databases and information,
14. Fully cooperate with all monitoring requests from MRGDC and/or CSEC for the purposes of assessing and evaluating Local Government's performance of the ALI maintenance deliverable specified in this contract,
15. Notify MRGDC immediately of any disposition of equipment due to obsolescence, failure, or other planned replacement or transfer of equipment by submitting Attachment B, Transfer of Ownership Form,
16. Provide a safe and healthy environment for all 9-1-1 call-takers, which enhances proper use and maintenance of the 9-1-1 equipment.

Accepted by: \_\_\_\_\_  
Date: \_\_\_\_\_

**Attachment D**  
**PSAP Operations Performance Measures and Monitoring**

Reports

The RPC may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

1. ANI/ ALI problem report
2. 9-1-1 trouble/ alarm reports
3. Call volume statistics

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Trouble report logs at least once per MONTH;
2. List of service affecting issues once per MONTH;
3. Certification of TTY/TDD testing once per QUARTER; and
4. TTY/TDD call logs.

Quality Assurance Inspections

RPC personnel will conduct site visits at least 4 per year to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

In addition, quality assurance inspections will be conducted as follows:

Middle Rio Grande Development Councils' 9-1-1 Regional Planning Office staff will conduct monitoring visits and quality assurance/ quality control inspections utilizing the standard form provided by the Commission on State Emergency Communications (CSEC), as per Program Policy Statement 031.

***A sample of the Monitoring checklist used by the MRGDC 9-1-1 Regional Office staff is attached to this document. This documentation is completed in order to insure compliance with this Agreement, the CSEC/RPC contract, Regional Strategic Plan and individual local requirements.***

## **Attachment E**

### **Commission Documents**

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. Commission Legislation: <http://www.csec.texas.gov> and <http://www.csec.texas.gov/statutes>
2. Commission Rules: <http://www.csec.texas.gov>
3. Commission Program Policy Statements: <http://www.csec.texas.gov/program-policy-statements/9-1-1-program>

<u>Site Name</u>	<u>Manufacturer</u>	<u>Brief Description</u>	<u>Manufacturer PN</u>	<u>Model #</u>	<u>Serial #</u>	<u>Installed</u>	<u>Status</u>	<u>Location</u>	<u>Removed</u>
Val Verde Co	NEC	17in LCD Monitor		LCD17SVXM	99V03554NA	6/12/2014	In Use	On Site	
Val Verde Co	NEC	17in LCD Monitor		LCD175M-BK	35543947NA	8/21/2013	In Use	On Site	
Val Verde Co	NEC	17in LCD Monitor		LCD175M-BK	35543946NA	8/21/2013	In Use	On Site	
Val Verde Co	NEC	17in LCD Monitor		LCD175M-BK	35543945NA	8/21/2013	In Use	On Site	
Val Verde Co	NEC	17in LCD Monitor		LCD175M-BK	35543944NA	8/21/2013	In Use	On Site	
Val Verde Co	NEWMAR	48v Rectifier Module		UR48-3	1231M171	6/10/2014	In Use	On Site	
Val Verde Co	NEWMAR	48v Rectifier Module		UR48-3	1231M256	6/10/2014	In Use	On Site	
Val Verde Co	NEWMAR	48v Rectifier Shelf	445-4253-0A		1345025	6/10/2014	In Use	On Site	
Val Verde Co	NEWMAR	48v Rectifier Shelf	445-4253-0A		1345026	6/10/2014	In Use	On Site	
Val Verde Co	Positron	AIM Card			S12491224	6/10/2014	In Use	On Site	
Val Verde Co	Intrado	AIM/CIM Gateway Shelf			S13480027	6/10/2014	In Use	On Site	
Val Verde Co	Intrado	AIM/CIM Gateway Shelf			S13480031	6/10/2014	In Use	On Site	
Val Verde Co	Intrado	AIM/CIM Gateway Shelf			S13480010	6/10/2014	In Use	On Site	
Val Verde Co	Cisco	ALI Router		CISCO1841	FTX140880W3	3/26/2010	In Use	On Site	
Val Verde Co	Cisco	ALI Router		CISCO1841	FTX140880VZ	3/26/2010	In Use	On Site	
Val Verde Co	Positron	CIM Card			S13050220	6/10/2014	In Use	On Site	
Val Verde Co	Positron	CIM Card			S13050260	6/10/2014	In Use	On Site	
Val Verde Co	Positron	CIM Card			S12450165	6/10/2014	In Use	On Site	
Val Verde Co	Positron	CIM Card			S12450109	6/10/2014	In Use	On Site	
Val Verde Co	Spectracom	Netclock - GPS Antenna	8225-0001-0600	8225	12381	7/27/2010	In Use	On Site	
Val Verde Co	Spectracom	Netclock - Master Shelf	1165-0001-0600	9383	3701	7/27/2010	In Use	On Site	
Val Verde Co	Spectracom	Netclock - Surge Protector	8226-0001-0600	8226	8898	7/27/2010	In Use	On Site	
Val Verde Co	Cisco	Network Switch (24 Port)		Catalyst 3750	FDO1719Y11K	8/21/2013	In Use	On Site	
Val Verde Co	Cisco	Network Switch (24 Port)		Catalyst 3750	FDO1719Y10Y	8/21/2013	In Use	On Site	
Val Verde Co	Positron	Satellite Box - POS1	220P000081-401		S13160728	6/10/2014	In Use	On Site	
Val Verde Co	Positron	Satellite Box - POS2	220P000081-401		S13160670	6/10/2014	In Use	On Site	
Val Verde Co	HP	Server - AUX	C9F04UC#ABA	RP5800	2UA3361258	6/10/2014	In Use	On Site	
Val Verde Co	HP	Server - DB1	666281-B21	DL160G8	USE311XWWC	6/10/2014	In Use	On Site	
Val Verde Co	HP	Server - MIS	666281-B21	DL160G8	USE310XTRA	6/10/2014	In Use	On Site	
Val Verde Co	HP	Server - POTS-SRV	685622-B21	DL160G8	USE330A6EX	6/10/2014	In Use	On Site	
Val Verde Co	HP	Server - POTS-SRVB	685622-B21	DL160G8	USE330A6F0	6/10/2014	In Use	On Site	
Val Verde Co	HP	Server - VOIP-SRV1	685622-B21	DL160G8	USE330A6F1	6/10/2014	In Use	On Site	
Val Verde Co	HP	Server - VOIP-SRV2	685622-B21	DL160G8	USE330A6EW	6/10/2014	In Use	On Site	
Val Verde Co	Intrado	Sonic Box - POS1	220P000080-401		S13210049	6/10/2014	In Use	On Site	
Val Verde Co	Intrado	Sonic Box - POS2	220P000080-401		S13210189	6/10/2014	In Use	On Site	
Val Verde Co	Eaton Powerware	UPS - 6KVA (9125)	103003635-5501	PW9125	TY154A0026	2/15/2007	In Use	On Site	
Val Verde Co	Eaton Powerware	UPS - External Battery Pack (9125)	103003387-6501	PW9125	TY442A0284	2/15/2007	In Use	On Site	
Val Verde Co	Eaton Powerware	UPS - External Battery Pack (9125)	103003214-5505	9125	TY044A0111	2/15/2007	In Use	On Site	
Val Verde Co	HP	Workstation PC - POS1	C9F04UC#ABA	RP5800	2UA32201KJ	6/10/2014	In Use	On Site	
Val Verde Co	HP	Workstation PC - POS2	C9F04UC#ABA	RP5800	2UA32201KH	6/10/2014	In Use	On Site	
Val Verde Co	HP	Tape Backup SYS	A8007B		2M2337016H			Waiting to WSC Office	
Val Verde Co	Eaton Powerware	UPS - Transfer Switch (9170)						Waiting to WSC Tech	

**Best Practices Model Monitoring Checklist for PSAP's (RPC Name):**

County Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 PSAP Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 PSAP Contact Person: \_\_\_\_\_ RPC 9-1-1 Coordinator: \_\_\_\_\_

**Previous Findings:**

**1. CPE - Front Room**

**CPE: Leased or Owned**

**CPE Vendor:**

**CPE Maintenance Vendor:**

**CPE Description/Model:**

Category	Check Box if in Compliance	Findings	Comments
Lighting	<input type="checkbox"/>		
Cleanliness	<input type="checkbox"/>		
Ventilation	<input type="checkbox"/>		
Inventory tags	<input type="checkbox"/>		
Secure from general public; accessible to PSAP staff	<input type="checkbox"/>		
Redundant 9-1-1 call taking equipment functioning (PPS 031)	<input type="checkbox"/>		
ANI/ALI display (PPS 031)	<input type="checkbox"/>		
Map display, if applicable	<input type="checkbox"/>		
No unauthorized third-party software/integration (PPS 031)	<input type="checkbox"/>		
Language Line speed dial/direct dial transfer/accessibility (PPS 031)	<input type="checkbox"/>		
Language Line account number & PSAP access code visible	<input type="checkbox"/>		
Poison Control direct dial transfer (PPS 031)	<input type="checkbox"/>		
Poison Control 10-digit number displayed	<input type="checkbox"/>		
Published PSAP 10-digit emergency telephone number (PPS 031)	<input type="checkbox"/>		
RPC Contact information	<input type="checkbox"/>		

Category	Check Box if in Compliance	Findings	Comments
Wireless Phase I & II E9-1-1 level of service (PPS 031)	<input type="checkbox"/>		
Equipment repair/trouble contact information	<input type="checkbox"/>		
Make busy overflow	<input type="checkbox"/>	To: _____	
Contingency Plan (PPS 031) To: Name of PSAP/County	<input type="checkbox"/>	To: _____	
Network Testing (PPS 031)	<input type="checkbox"/>		
Maintenance trouble/trouble report logs	<input type="checkbox"/>		
Direct dial transfers & labels, if applicable	<input type="checkbox"/>		
9-1-1 ANI/ALI Discrepancy Reports	<input type="checkbox"/>		
TTY test call log (PPS 031)	<input type="checkbox"/>		
Required TTY training offered (PPS 031)	<input type="checkbox"/>		
Stand alone TTY accessible (PPS 031)	<input type="checkbox"/>		
Printer functioning - adequate paper & ribbon, if applicable	<input type="checkbox"/>		

## 2. CPE Backroom

Category	Check Box if in Compliance	Findings	Comments
Redundant network connections functioning (PPS 031)	<input type="checkbox"/>		
Cleanliness	<input type="checkbox"/>		
Ventilation	<input type="checkbox"/>		
Lighting	<input type="checkbox"/>		
Secure from general public; accessible to PSAP staff	<input type="checkbox"/>		
Back-up Power/UPS (PPS 031)	<input type="checkbox"/>		
Generator testing	<input type="checkbox"/>		

Category	Check Box if in Compliance	Findings	Comments
<b>3. Recorders</b>			
<b>Brand/Model:</b>			
Category	Check Box if in Compliance	Findings	Comments
Accessible	<input type="checkbox"/>		
Verify & list number of channels	<input type="checkbox"/>		
Verify & list number of channels dedicated to 9-1-1 lines	<input type="checkbox"/>		
Functioning - each 9-1-1 line being recorded (PPS 031)	<input type="checkbox"/>		
Adequate supply of storage media	<input type="checkbox"/>		

**AGREEMENT FOR MATTERS RELATING TO  
FOOD DISTRIBUTION SERVICES  
IN VAL VERDE COUNTY**

This Agreement is entered into by the County of Val Verde, a governmental entity formed under the Constitution of the State of Texas (the "County") and Val Verde County Loaves and Fishes, Inc. (the "provider") a not for profit corporation, organized under the laws of the State of Texas.

This Agreement is authorized pursuant to Commissioners Court Order No. 12- \_\_\_ and governs distribution of food for low income residents of Val Verde County, Texas.

The parties, in consideration of the following, agree as follows:

1. GENERAL SERVICES. The provider shall perform the following services:
  - (a) The provider shall utilize the funds provided by Val Verde County to pay the required share maintenance fee to acquire or procure food from the South Texas Food Bank for distribution to low income residents of Val Verde County, Texas.
  - (b) The provider shall keep all records necessary to document the acquisition and distribution of food as described above.
  
2. OTHER REQUIREMENTS. The provider shall add Val Verde County as additional insured to its liability insurance policy.
  
3. PERIOD OF SERVICE. The provider shall serve for a period of eleven months, beginning on November 1, 2012 and ending on September 30, 2013.
  
4. CONSIDERATION FOR SERVICES. The County shall pay to the provider the amount of \$16,500 for the contract period payable in equal monthly payments of \$1,500. No other fees are authorized.
  
5. GENERAL TERMS AND CONDITIONS. The following terms and conditions shall apply to this Agreement.
  - (a) Parties Bound: This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors in interest, legal representatives and assigns where permitted by this Agreement.
  - (b) Applicable Law: This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties are performable in Val Verde County, Texas. Any lawsuit arising out of the enforcement of this Agreement shall be filed in Val Verde County, Texas.
  - (c) Legal Construction: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

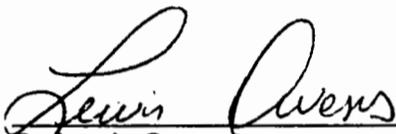
unavailable and not appropriated for the performance of the County's obligations under this contract, then this contract shall automatically expire without penalty to the County thirty (30) days after written notice to the provider of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the County upon written notice to the provider of such limitation or change in the County's legal authority.

9. **INDEMNIFICATION.** Provider shall indemnify the County for any and all damages, claims for damages, lawsuits, judgments and any other liabilities arising from professional services rendered by the provider, as well as attorney's fees and other costs relating to the aforementioned.

This Agreement shall become effective on the 29<sup>th</sup> day of October, 2012.

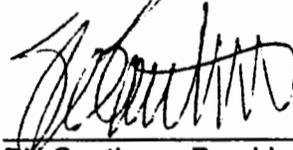
EXECUTED in duplicate by the parties hereto, this the 29<sup>th</sup> day of Oct, 2012.

COUNTY OF VAL VERDE



By Lewis Owens,  
Val Verde County Commissioner  
Precinct Two  
400 Pecan Street  
Del Rio, Texas 78840

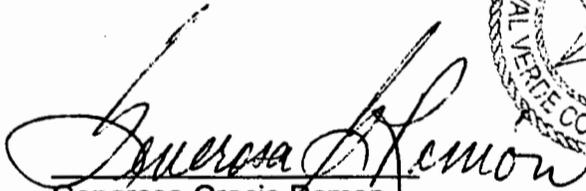
PROVIDER



Bill Cauthorn, President  
Val Verde County Loaves  
and Fishes, Inc.  
P.O. Box 420125  
Del Rio, Texas 78840

ATTESTED BY:





Generosa Gracia Ramon,  
Val Verde County Clerk

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

- (d) Prior Agreements Superseded: This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior understandings or written or oral Agreements between the parties.
  - (e) Amendment: No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date of this Agreement and duly executed by the parties.
  - (f) Rights and Remedies Cumulative: The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
  - (g) Waiver of Default: No waiver by the parties hereto of any default or breach of any term, condition or covenant of this agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant of this Agreement.
  - (h) Attorney's Fees: In the event Lessor or Lessee breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.
6. PERIODIC REVIEW. The County shall have the right to periodically review the provider's performance and make recommendations in conformity with that review.
7. TERMINATION OF AGREEMENT. This Agreement may be terminated by either party provided as follows:
- (a) The provider may terminate this Agreement by providing thirty (30) days minimum notice of such intent, in writing, to the County; or
  - (b) The County may terminate this Agreement by providing thirty (30) days minimum notice of such intent, in writing, to the provider.
  - (c) If provider violates any of the terms of this Agreement, the County shall give written notice of the violation and the Agreement shall become immediately void. Said termination shall be without compensation to the provider for services not rendered, unless otherwise agreed to by the parties in writing.
8. SUSPENSION OF AGREEMENT. This Agreement may be suspended immediately by the County upon determination of gross negligence, malfeasance or misfeasance on the part of the provider or notice of a pending criminal or administrative investigation against said provider and the suspension shall remain in effect indefinitely. Said suspension shall be without compensation to the provider for services not rendered, unless otherwise agreed to by the parties in writing.
9. NON-APPROPRIATION. The provider acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are

### VAL VERDE COUNTY FAIRGROUNDS LEASE AGREEMENT

This Agreement is entered into by and between the County of Val Verde ("Lessor"), acting herein by and through its County Judge as authorized agent for Lessor and **Hero Fall Festival** ("Lessee") acting by and through its agents Mrs. Brandy M Ochoa-Hauser for the lease of premises more commonly known as the Val Verde County Fairgrounds. For and in consideration of the mutual promises hereinafter set out to be kept and performed, the parties hereby agree to the following terms and conditions:

- 1. Terms of Lease: This lease shall commence on 10-23-15 at 7:00 a.m. and end on 10-25-15 at 7:00p.m. These includes the delivery and retrieval of Lessee's equipment, livestock, etc. By lessee to and from the Val Verde County Fairgrounds. The event day are as followed: Saturday. October 24, 2015.
- 2. Description of Property: The following building(s) and area(s) located on the Val Verde County Fairgrounds are to be leased beginning 10/23/2015 and ending 10/25/15.

Large Arena	Grandstands
Pavilion	Parking Lot(s)
Racetrack	Restrooms
Concessions Stands*	Fairgrounds Office
Small roping arena	

\*There will be no glass bottles permitted at the concessions stands.

- 3. Consideration: Fee waived by Commissioner Court for event In addition, a deposit in the amount of \$500 shall be paid at the time and in accordance with the terms specified in paragraph 9 of this lease agreement. No other fees or payments are authorized unless specifically set out in the Lease Agreement.
- 4. Cancellation: The following amount will be refunded if Lessee seeks to cancel this Lease Agreement. This notice of cancellation must be made in writing and delivered to the Val Verde County Judge.

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

- 5. Deposit Refund: The deposit paid by Lessee shall be refunded to Lessee by Lessor within 10 days after Lessee and Lessor's agent inspected the property and determined that it is unacceptable condition an after Lessor's

agent has determined that all costs of utilities (or clean up fees as specified in paragraph 9 of this lease) have been paid. Appropriate amounts shall be deducted for damages to the premises, as well as for nonpayment of utilities. These deductions shall be specified in writing and delivered to Lessee on or before the date the deposit refund is due.

6. Inspection of Property: Lessee shall inspect the property prior to the execution of this Lease Agreement to determine if the property is acceptable and suited for its intended use. By executing this Lease Agreement, Lessee acknowledges that the property has been inspected and is suitable for its intended use in its current condition.
7. Equipment: Lessor shall not provide any equipment to Lessee. Lessor shall prepare the arena for use by Lessee on 10/23/2015. This does not include set up for event. Lessee shall inspect the arena to determine if it is satisfactory for its intended use. Thereafter, it shall be the Lessee's sole responsibility to maintain the arena for its intended use during the lease term.
8. Utilities: Lessee shall be solely responsible for the payment of utilities (water/electricity) during the lease term.
9. Clean-up: Lessee and Lessor acknowledge that Lessee has the option to clean up the facilities.

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

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

10. Security: Uniformed security officers shall be provided by Lessee at Lessee's expense for the event period beginning at 7:00 a.m. on 10/24/15 at 7:00 p.m. Lessee shall coordinate with the Val Verde County Sheriff to ensure that the Fairgrounds Rules relating to security are followed.
11. Insurance: Lessee shall at all times maintain in full force and effect an insurance policy that names the County of Val Verde as additional insured and protects the parties against any and all liability arising out of any

injury, including injuries to persons and property, which may occur on the premises described herein or which may result from any use connected with such premises. Lessee shall furnish to Lessor at the time this lease is executed, an appropriate certificate of insurance showing thereon the effective dates of the policy, the amounts of the policy, the insurer, the named insured and any other pertinent matters.

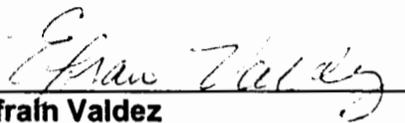
12. **INDEMNIFICATION: LESSEE SHALL AND DOES HEREBY FULLY INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS SUCCESSORS, ASSIGNS, AGENTS, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITIES, INJURY, DEMANDS, SUITS, ACTIONS, CLAIMS, PROCEEDINGS, DAMAGES, JUDGMENTS, AWARDS, PENALTIES, COSTS AND/OR EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS FEES, OF WHATSOEVER NATURE, PAST, PRESENT OR FUTURE, ARISING FROM OR RELATED TO PERFORMANCE OF THIS AGREEMENT.**
13. Rules and Regulations: Lessee shall at all times adhere to the Rules and Regulations adopted by the Val Verde County Fairgrounds Committee. By signing this Lease Agreement, Lessee acknowledges that a copy of the Rules and Regulations has been provided to Lessee and that Lessee has read and understands said Rules and Regulations. A copy of said Rules and Regulations is attached to this agreement as Exhibit "A" and Exhibit "B."
14. Resolution of Problems: The Fairgrounds Manager shall be available for resolution of any problems which may arise during the lease term, which includes problems arising during the event. In the event no resolution is reached, Lessee may request assistance from the Val Verde County Commissioners Court designee. Lessor warrants that the Fairgrounds Manager or another person designated by the Val Verde County Commissioners Court shall be available to Lessee during the event.
15. Violation of Lease Agreement: If Lessee violates any of the terms of this Lease Agreement, including the Rules and Regulations, the County of Val Verde shall give written notice of the violation and the Lease Agreement shall become immediately void. Any monies paid as consideration for this Lease Agreement shall be forfeited.
16. Parties Bound: This Lease Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Lease Agreement.

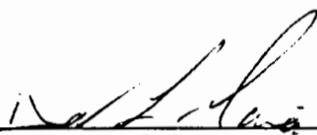
17. Applicable Law: This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties are performable in Val Verde County, Texas.
18. Legal Construction: In case any one or more of the provisions contained in this agreement shall for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

25. This lease agreement shall serve as a permit for purposes of complying with the Fairgrounds Rules.

27. **NO BLANK SPACES: BY EXECUTING THIS DOCUMENT, LESSOR AND LESSEE ARE VERIFYING THAT NO BLANK SPACES REMAIN IN THE LEASE AGREEMENT.**

EXECUTED in MULTIPLE ORIGINALS on this 10<sup>th</sup> day of AUGUST, 2015.

  
**Efraín Valdez**  
On behalf of Val Verde County

  
**Brandy M. Ochoa-Hauser**  
or Mr. David Garcia On behalf of  
(Hero Fall Festival)

**CONSENT TO ENTRY UPON PROPERTY**

I, the undersigned, voluntarily consent to allow employees of the U.S. Border Patrol, Del Rio Sector, a component of the U.S. Customs and Border Protection (CBP), onto the property described below, for the temporary purpose of an emergency evacuation assembly point of nearby U.S. Border Patrol, Del Rio Sector buildings. I understand this request for consent does not affect the authority of CBP, or persons assisting CBP, to access said property in the course of performing their official duties as authorized by law. This consent is valid for a period of two years from the date this document is signed.

Description of the Property (to include address and other details as needed):

Open field at the intersection of Dodson Avenue and Chapman Road, Del Rio, Texas

78840.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Property of Val Verde County  
Business Name

\_\_\_\_\_  
Representative - Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

(830) 774-7656  
Telephone

#22

RECOMMENDED POLLING LOCATIONS AND  
CONSOLIDATED ELECTION PRECINCTS  
NOVEMBER 3, 2015 CONSTITUTIONAL AMENDMENT ELECTION

**COMMISSIONER PRECINCT NUMBER 1**

COMPOSED OF ELECTION PRECINCT NUMBERS 10, 11, 12, & 13

**POLLING LOCATIONS:** OLD COUNTY COURT-AT-LAW  
207 EAST LOSOYA STREET  
DEL RIO, TX 78840

**COMMISSIONER PRECINCT NUMBER 2**

COMPOSED OF ELECTION PRECINCT NUMBERS 20, 21, 22, 23 & 24

**POLLING LOCATION:** DEL RIO CIVIC CENTER  
1915 VETERANS BLVD  
DEL RIO, TX 78840

**COMMISSIONER PRECINCT NUMBER 3**

COMPOSED OF ELECTION PRECINCT NUMBERS 30, 31, 32, & 33

**POLLING LOCATION:** 4-H BARN  
2006 N MAIN ST  
DEL RIO, TX 78840

**COMMISSIONER PRECINCT NUMBER 4**

COMPOSED OF ELECTION PRECINCT NUMBERS 40, 41, 42, & 43

**POLLING LOCATION:** ST. JOSEPH CHURCH HALL  
510 WERNETT STREET  
DEL RIO, TX 78840

**RECOMMENDED PRESIDING AND ALTERNATE JUDGES  
FOR CONSOLIDATED ELECTION PRECINCTS  
CONSTITUTIONAL AMENDMENT ELECTION  
NOVEMBER 3, 2015**

**CONSOLIDATED COMMISSIONER PRECINCT #1**

**PCT. 10, 11, 12 & 13**

	<b>PRESIDING JUDGE</b>	<b>ALTERNATE JUDGE</b>	
	<b>SYLVIA MONDRAGON</b>	<b>GLORIA AGUILLON</b>	

**CONSOLIDATED COMMISSIONER PRECINCT #2**

**PCT. 20, 21, 22, 23 & 24**

	<b>PRESIDING JUDGE</b>	<b>ALTERNATE JUDGE</b>	
	<b>JUAN NIETO</b>	<b>ANTONIO BECERRA</b>	

**CONSOLIDATED COMMISSIONER PRECINCT #3**

**PCT. 30, 31, 32 & 33**

	<b>PRESIDING JUDGE</b>	<b>ALTERNATE JUDGE</b>	
	<b>GERALD MCCRARY</b>	<b>CAROL COOPER</b>	

**CONSOLIDATED COMMISSIONER PRECINCT #4**

**PCT. 40, 41, 42 & 43**

	<b>PRESIDING JUDGE</b>	<b>ALTERNATE JUDGE</b>	
	<b>JUANITA DE LA PAZ</b>	<b>ROGER PAXTON</b>	

24

**RECOMMENDED  
EARLY BALLOT BOARD  
NOVEMBER 3, 2015  
CONSTITUTIONAL AMENDMENT ELECTION**

**LINDA POLANCO  
113 JAIMIE WAY  
DEL RIO, TX 78840**

**PRESIDING JUDGE**

**JESSIE DE HOYOS  
110 N FRANK  
DEL RIO, TX 78840**

**ALTERNATE JUDGE**

**MARY ROSE BELOZ (BONNIE)  
103 PAULINE AVE  
DEL RIO, TX 78840**

**CLERK**

**RECOMMENDED  
TABULATION SUPERVISOR/ALTERNATE SUPERVISOR  
CONSTITUTIONAL AMENDMENT ELECTION  
NOVEMBER 3, 2015**

	<b>TABULATION SUPERVISOR</b>	<b>ALTERNATE TABULATION SUPERVISOR</b>	
	<b>GENEROSA GRACIA-RAMON</b>	<b>SYLVIA SALAZAR</b>	

**RECOMMENDED  
CENTRAL COUNTING STATION JUDGES  
CONSTITUTIONAL AMENDMENT ELECTION  
NOVEMBER 3, 2015**

	<b>PRESIDING JUDGE</b>	<b>ALTERNATE JUDGE</b>	
	<b>JOVITA CHRISTIE</b>	<b>ROBERT CASTILLO</b>	

APPOINTMENT OF VAL VERDE COUNTY CLERK DEPUTIES  
AS EARLY VOTING CLERKS (IF NEEDED) FOR  
NOVEMBER 3, 2015 CONSTITIUTIONAL AMENDMENT ELECTION

DIANE ALCALA

WILMA ARREDONDO

FREDDY CORDOVA JR

MARIA FUENTES

SYLVIA SALAZAR

CYNDI SAWTELLE

BRENDA HERNANDEZ

RUTH WEEKS

MICHAEL RAMIREZ

YVONNE AVILA

**RECOMMENDED  
NUMBER OF CLERKS TO SERVE AT EACH  
POLLING LOCATION FOR THE  
NOVEMBER 3, 2015 CONSTITUTIONAL AMENDMENT ELECTION**

<b>PRECINCT</b>	<b>CONSOLIDATED PRECINCT #</b>	<b>NUMBER OF CLERKS</b>
10		
11		
12		
13	1	3
20		
21		
22		
23		
24	2	3
30		
31		
32		
33	3	3
40		
41		
42		
43	4	3

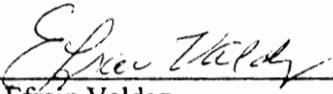
**RESOLUTION**

**Whereas,** The Val Verde County Commissioner's Court finds it in the best interest of the citizens of Val Verde County Texas, that the Border Prosecution Unit be operated for the 2015 and 2016 fiscal year: and

**Whereas,** The Val Verde County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, for the Border Prosecution Unit grant, the Val Verde County Commissioner's Court assures that the funds will returned to the Criminal Justice Division in full: and

**Whereas,** The Val Verde County Commissioner's Court designates the Val Verde County Judge as the grantee authorized official. The authorized official is given power to apply for, accept, alter or terminate the grant on behalf of the applicant Agency: and

Now therefore, be it resolved that the Val Verde County Commissioner's Court, approves submission of the grant application, with no cash match required by Val Verde County, for the Border Prosecution Unit to the Office of the Governor, Criminal Justice Division.

Signed by:   
Honorable Efrain Valdez  
Val Verde County Judge

Passed and approved this 10<sup>th</sup> day of August, 2015.

Grant Number: \_\_\_\_\_

**RESOLUTION**

**Whereas,** The Val Verde County Commissioner's Court finds it in the best interest of the citizens of Val Verde County Texas, that the Border Prosecution Unit be operated for the 2015 and 2016 fiscal year: and

**Whereas,** The Val Verde County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, for the Border Prosecution Unit grant, the Val Verde County Commissioner's Court assures that the funds will returned to the Criminal Justice Division in full: and

**Whereas,** The Val Verde County Commissioner's Court designates the Val Verde County Judge as the grantee authorized official. The authorized official is given power to apply for, accept, alter or terminate the grant on behalf of the applicant Agency: and

Now therefore, be it resolved that the Val Verde County Commissioner's Court, approves submission of the grant application, with no cash match required by Val Verde County, for the Border Prosecution Unit to the Office of the Governor, Criminal Justice Division.

Signed by: Efrain Valdez  
Honorable Efrain Valdez  
Val Verde County Judge

Passed and approved this 10<sup>th</sup> day of August, 2015.

Grant Number: \_\_\_\_\_

#33 Tabled



Veterans County Service Office  
1927 Bedell Ave.  
Del Rio, Texas 78840

July 1, 2015

Honorable Judge Valdez  
Val Verde County Judge  
400 Pecan Street  
Del Rio, Texas 78840

Re: Budget Fuel and Travel Increase

Honorable Judge Valdez:

This letter is to request increase of Fuel and Travel fund to \$3,000 due to increase of distant and local travel.

1. Briefing compensation claim at Laughlin Air Force base increased to 3 times a Month: 2 for Pre-Separation, and 1 for Transition Assistance Program.
2. New Computer training requirement located at the Houston Regional Office (greater distance).
3. Fall training is at Galveston TX and must attend to maintain certification/accreditation requirement.
4. Commissioners Court granted reinstatement of \$500.00 last year to Fuel Travel, later it was canceled.
5. Keep administrative support trained with required training in San Antonio TX.
6. Brief new changes at Veterans organizations monthly, Veterans of Foreign Wars (VFW), American Legion, GI Forum, Woman Auxillaries 3 times a month.
7. Brief/attend Middle Rio Grande Development Council 4 times a year.
8. Veteran's benefits events increased 2 to 6 times a year also support Mobil Vet Center van outreach events, and attend local organization events 3-6 a year.
9. County: Court, time sheets, pick up supplies, signatures at Auditors office 40-50 times yearly

Therefore, this increase to Fuel and Travel fund will help meet demands and give outstanding service to Laughlin AFB Active Military, Veteran's, and their family members.

If you have any questions, please feel free to contact me at (830) 774-7548.

Regards,

A handwritten signature in black ink, appearing to read "George Sosa".

Mr. George Sosa

Veterans County Service Officer gs/rt

cc: Frank Lowe, County Auditor

Pct 1. - Commissioner Ramiro Ramon

Pct. 2 - Commissioner Lewis Owens

Pct. 3 - Commissioner Beau Nettleton

Pct. 4 - Commissioner Gustavo Flores

**BUDGET REQUEST FORM FY 2015/2016**  
**NEW EMPLOYEE POSITION WORKSHEET**  
 Department Head: George R. Sosa Veterans Service County Officer  
**NEW STAFF JUSTIFICATION**

There is need to increase my department's staff under current volume and conditions.  
 Name or Type of New Position: Veterans Service County Office Administrative Assistant

**Full Time 37.5 Hrs Proposed Hourly Rate Workload tripled:** Requires a person to work 8am-4:30pm daily. Administrative Assistant will be under Veterans Service Officer supervision

**In the space provided below please give a detailed explanation of the need for this new employee/position: Increase of workload, additional workload, travel, and briefings.**

- a. Customers count tripled since 2012 from 100-150 monthly customer count to 400-500 customers (Referrals, inquiries, telephone consults, scheduled visits and walk-in (4,800 to 6,000 yearly)
- b. Present claims briefings increased, attracted more customers, increased travel Fuel cost
  1. Pre-Separation claims briefings Laughlin Air Force Base 2 times a month and Transition assistance training claims briefings Laughlin Air Force Base 1 time a month (Total 3 times a month/ 33 times a year accept in December
  2. Brief Veterans organizations monthly (Veterans of Foreign Wars (VFW), American Legion, GI Forum, Woman Axillaries) 3 time a month/ 33 time a year accept in December
  3. Present briefings at Lions club, interagency monthly meeting, and other agencies as needed 1 time a month/12 times yearly
  4. Brief/attend Middle Rio Grande Development Council 4 times a year meeting alternates to Uvalde, Eagle Pass, Carrizo Springs, and meet with other County Veterans Officers
- c. Gained more customers during briefings: Claims and submissions of claims increased
- d. Health care Enrollments increased due to increase of customers
- e. More customers need assistance with prescription refill via phone or application form
- f. Veteran's benefits events increased from 2 to 6 times a year & Mobil Vet center van outreach support. During and after each event more veterans filed more claims
- g. VA, County, City, State agencies and veterans refer more veterans for claims
- h. Each veterans visit requires extensive administrative paperwork requiring 1-6 hrs.' time, 3-4 applications forms, telephone calls, computer use, copies, faxing, filling, and listening.
- i. Scheduling appointments increased (Van Run, office, doctors, Health Care, Compensation)
- j. Contacting other VA agencies hospitals, organizations increased
- k. Claims take more time to process assisting veterans who are hearing impaired, mentally challenged, vision impaired, have instability/mobility disabilities walker/wheel chair and require walking assistance.
- l. Copies increased and faxes increased due to customer count and work load tripling
- m. New Copier/Fax/scan contract with Xerox to keep up with increase workloads and faxes
- n. Veterans Office Secretary completes duties of two secretaries also assists veterans when the officer is on leave, sick, in training, out at meetings, giving briefings, office errands to county offices, etc.
- o. Officer complete work of 3 Veterans officers plus fills in for secretary working 45 to 55 hour weekly during and after office hours or on weekends for veterans events

**In the space provided below please give a detailed explanation of the need for this new employee/position: (continuation)**

**Daily Multi-tasking super busy: Help a veteran in front of us, answering the phone, take the phone call, making copies, fax, and talk to VA while processing a Claim to mail or fax**

	Duration per task
Increase of VA Health Care Enrollment	2hrs
100% VA Health Care Enrollment 10-10EZ	30min to 1hr
Telecare VA Enrollment assign doctor/transfer	1 hr.
Travel Vouchers/Pay	6hrs to 10hrs
Waiver claims increase Vets who were overpaid or seen by local Emergency Room	2hrs
VA Overpayment claims/waiver	30min to 1hr
Emergency hospital Treatment Debt Waiver	30 min to 1hr
Prescription refills Via Phone /Increase	20min to 2 hrs.
Schedule/Reschedule VA Doctors Appointment	3min to 15min
Faxes	1 hr.
Van Run appointment/cancelling/rescheduling	3min to 15min
End of Month Reports of Van Run/Drivers	3min to 15min
Customer Inquiry phone calls In/Out	2hrs to 3hrs
Pulling Charts/Filing charts/Audits	2hrs-5hrs
VA Compensation Claims VA Form 21-526EZ	2hrs-3 hrs.
VA Pension Claims VA Form 21-527	3hrs to 6 hrs.
VA 21P-8416 Medical Expense Report	1 hr. to 2 hrs.
VA Dependency Indemnity and Compensation Claims	3 min to 7 minutes
VA Form 21-524	30min to 2hr
Champ VA 10-10d and 10-7956a/ Med Forms	5min to 15 min
Scheduling of veterans for appointment's	3min to 10min
Walk in customers	1hr to 2hrs.
Telephone Inquiries consultations	1-3 hrs.
Veterans Office, Van Run log, VA Clinic	3min to 10min
VA Hospital, Compensation/Pension Exams,	1hr to 2hrs.
VA Education Claims/State Education Claims	1-2 hrs.
Family Endeavors income claims	1-3 hrs.
Supporting Laughlin Air Force Base Pre-Separation and transition assistance program: added work that was not being done in the past, increased office visits, claims workload and travel/Fuel.	1-2 hrs. 10-20 attendees
Brief at Pre separation class	1-2 hrs. 10-20 attendees
Brief at Transition Assistance Class	2hrs-6 hrs.
Medical Records Screening 1 to 5 volumes	1hr. to 4hrs.
Order Supplies and brochures	1-2 hrs.
Make Claim/ Informational packages	1 hr.
Print out all required forms	3-10min
Schedule active duty member for appointment	1-2 hrs.
Brief at Veterans Organizations 3 times a Month	

George R. Sosa Veterans Service County Office

## Department of Veterans Affairs Forms

List also includes Department of Defense (DD) forms, Standard Forms (SF), National Archive (NA) forms.

### Medical

10-10 EZ Application for Medical Benefits  
 10-10 EZR Health benefits Renewal  
 10-10D Application for Medical Benefits for Dependents or Survivors – CHAMPVA  
 10-0103 Application for HISA Grant  
 10-583 Claim for Payment of Cost of Unauthorized Medical  
 10-1394 Application for Adaptive Equipment – Motor Vehicle  
 10-5345 Release of Protected Medical Records  
 10-7959A CHAMPVA Claim Form  
 10-7959C CHAMPVA Other Health Insurance  
 70-3288 Request for and Consent to Release of Information From Claimant's Records

### Compensation and Pension

9 Appeal to Board of Veterans Appeals  
 5655 Financial Status Report  
 21-22 Appointment of Veterans Service Organization as Claimants Representative  
 21-19 Revision 1, January 2009  
 21-509 Statement of Dependency of Parents  
 21-526 Veteran's Application for Compensation or Pension  
 21-527 Income-Net Worth and Employment Statement  
 21-534 Application for Dependency and Indemnity Compensation or Death Pension by Surviving Spouse or Child  
 21-535 Application for Dependency and Indemnity Compensation by Parent(s)  
 21-601 Application for Reimbursement for Accrued Amounts due a Deceased Beneficiary  
 21-609 Application for Amounts Due Estates of Persons Entitled to Benefits  
 21-614 Application for Accrued Amount of Veteran's Benefits payable to Widow, Widower, Child or Dependent Parent  
 21-651 Election of Compensation or Pension or Waiver of Retired Pay to Secure Compensation or Pension from DVA  
 21-674 Request for Approval of School Attendance  
 21-674b School Attendance Report  
 21-686C Declaration of Status of Dependents  
 21-304 Application for Spina Bifida Benefits  
 21-0511S-1 Old Law Eligibility Verification Report (Surviving spouse)  
 21-0511V-1 Old Law Eligibility Verification Report (Veteran)  
 21-0512S Section 306 Eligibility Verification Report (Surviving Spouse)  
 21-0512V-1 Section 306 Eligibility Verification Report (Veteran)  
 21-0513-1 Old Law and Section 306 Eligibility Verification Report (Children Only)  
 21-0514-1 DIC Parent's Eligibility Verification Report  
 21-0516-1 Improved Pension Eligibility Verification Report (Veteran with NO Children)  
 21-0517-1 Improved Pension Eligibility Verification Report (veteran with children)  
 21-0518-1 Improved Pension Eligibility Verification Report (Surviving Spouse with No Children)  
 21-0519C-1 Improved Pension Eligibility Verification Report (Child or Children)

Department Head: George R. Sosa Veterans Service County Officer

**Compensation and Pension**

21-0519S-1 Improved Pension Eligibility Verification Report (Surviving Spouse with Children)  
21-0571 Exclusion of Child (ren) Income  
21-2680 Claim for A&A or Housebound  
21-0781 PTSD Stressor request  
21-4138 Statement in Support of Claim  
21-4140 Employment Questionnaire  
21-4142 Authorization for Release of Information  
21-4165 Pension Claim Questionnaire for Farm Income  
21-4183 Application for Dependency and Indemnity Compensation by Child  
21-4184 Report of Income from Property or Business  
21-4192 Request for Employment Information in Connection with Claim for Disability Benefits  
21-4502 Application for Automobile or other Conveyance and Adaptive Equipment  
21-4555 Veteran's Initial Application in Acquiring Specially Adapted Housing  
21-8049 Request for Details of Expenses  
21-8416 Request for Information Concerning Medical, Legal or Other Expenses  
21-8678 Application for annual Clothing Allowance  
21-8960 Certification of School Attendance or Termination  
21-8940 Veteran's Application for Increased Compensation Based on Unemployability  
21-8551-2 Waiver of VA Compensation or Pension to Receive Military Pay and Allowances

**Education**

4-5281 Application for Refund of Education Contributions VEAP Chapter 32  
20-8691 Application for Work Study Allowance  
22-1990 Veteran's Application for Program of Education or Training  
22-1995 Request for Change of Program or Place of Training  
22-1999 Enrollment Certification  
22-5490 Application for Educational Assistance (Survivors And Dependents)  
22-5495 Request for Change of Program or Place of Training for Survivors and Dependents  
Education.  
22-8275 Application for Education Loan

**Loan Guarantee**

26-1817 Application for Determination of Basic Eligibility Unremarried Surviving Spouse  
26-1880 Request for Determination of Eligibility and Available Loan Guaranty Entitlement  
26-6381 Application for Release from Personal Liability to the Government on a Home Loan (must also submit 26-6382)  
26-6382 Statement of Purchaser or Owner Assuming Seller's Loan (must also submit 26-6381)

**Vocational Rehabilitation**

28-1900 Disabled Veterans Application for Vocational Rehabilitation  
28-8832 Veteran Application for Counseling  
Department Head: George R. Sosa Veterans Service County Officer

**Insurance – Health/Life**

10-10d Application for Medical Benefits for Dependents or Survivors – CHAMPVA  
29-336 Designation of Beneficiary and Optional Settlement  
29-357 Claim for Disability Insurance Benefits  
29-358 Application for Conversion  
29-188 Application for Supplemental Service Disabled Veterans Life Insurance (RH)  
29-1546 Application for Cash Surrender Value  
29-1606 Application for Total Disability Income Provision (Medical)  
29-4125 Claim for One Sum Payment (All policy prefixes)  
29-4364 Application for National Service Life Insurance (Medical)(RH)  
29-8713 Application for SGLI (Retired Reservists) SGLV 8713 Application for VGLI (Submitted within 120 days of Separation)  
SGLV 8714-3 Application for VGLI (Submitted within one year of Separation)

**Burial**

21-530 Application for Burial Allowance  
40-1330 Application for Standard Headstone or Marker  
90-2008 Application for United States Flag for Burial Purposes

**Department of Defense Forms**

DD-149 Application for Correction of Military or Naval Record  
DD-293 Application for the Review of Discharge or Dismissal from the Armed Forces of the United States  
DD-397 Claim Certification and Voucher for Death Gratuity Payment  
DD-1172 Application for Uniformed Services Identification and Privilege Card  
DD-2168 Application for Discharge of Member or Survivor of Member of Group Certified to have performed Active Duty with the Armed Forces of the United States  
DD-2567 Pearl Harbor Commemorative Medal Application/Information  
DD-2642 Patient's Request for Medical Payment (CHAMPUS/TRICARE)

**Other Federal Government Forms**

SF-180 Request Pertaining to Military Records  
SF-15 Application for 10 Point Veteran Preference (To Be Used By Veterans and Relatives of Veterans)  
SF 95 Claim for Damage, Injury, or Death (Tort Claim)  
SF 1199a Direct Deposit Sign-up Form (used by banks)

Department Head: George R. Sosa Veterans Service County Officer

#40  
41



# Val Verde County IT Department

## CFS Policy Change Request Form

### Applicant Information

\*Category Requested : #38 Shopping Date: July 24, 2015  
 Applicant Name: Gonzalez Connie  
Last First MI  
 Job Title Chief Deputy Clerk  
 Department : Justice Of The Peace Pct. 2 Supervisor: Judge Antonio Faz

\*List category(s) that are being requested.  
 #38 Shopping

\*Please explain how this category / website is relevant to your daily duties.  
 Judge Faz asked that I get prices for office supplies from the Wal Mart Website

X *[Signature]* 7/30/15 Employee Signature Date  
 X *Antonio Faz III* Supervisor Signature Date

### IT Department Use Only

Accepted  Declined  R. Barrera  S. Garza  
 X  
 Request Received Date July 24, 2015 IT Staff Rep Signature Date  
 Request Completed date July 25, 2015

### Commissioner's Court Use Only

Status of Request :  Approved ( V )  Declined ( X )  
 County Judge  Commissioner PCT 1  Commissioner PCT 2  
 Commissioner PCT 3  Commissioner PCT 4  
 Comments:

\*= REQUIRED FIELDS



# Val Verde County IT Department

## CFS Policy Change Request Form

### Applicant Information

\* Category Requested : #14 Arts/Entertainment Date: July 30, 2015

Applicant Name: Sanzone Gloria  
Last First M.I.

Job Title : Veterans Service Officer Secretary

Department : Veterans Service Office Supervisor: George Sosa

\*List category(s) that are being requested.  
#14 Arts/Entertainment

\* Please explain how this category / website is relevant to your daily duties.  
I was searching for a phone number to call the Tom Green County.  
Not able to access Green County to download forms as it is being blocked by this category; Veteran's assistance to request his DD214. That was file in Tom Green County.

X *[Signature]* 30 July 2015 X *[Signature]* 30 July 2015  
Employee Signature Date Supervisor Signature Date

### IT Department Use Only

Accepted  Declined  R. Barrera  S. Garza

X  
Request Received Date : July 30, 2015 IT Staff Rep Signature Date :  
Request Completed date : July 30, 2015

### Commissioner's Court Use Only

Status of Request :  Approved ( v )  Declined ( X )

County Judge  Commissioner PCT 1  Commissioner PCT 2  
 Commissioner PCT 3  Commissioner PCT 4

Comments:  
\_\_\_\_\_  
\_\_\_\_\_

\*= REQUIERED FIELDS



Val Verde County IT Department

CFS Policy Change Request Form

Applicant Information

\*Category Requested : #14 Arts/Entertainment Date: July 30, 2015

Applicant Name: Sosa George Last First M.I.

Job Title : Veterans Service Officer

Department : Veterans Service Office Supervisor: Judge Efrain Valdez

\*List category(s) that are being requested. #14 Arts/Entertainment

\*Please explain how this category / website is relevant to your daily duties. I was searching for a phone number to call the Tom Green County. Not able to access Tom Green County to download forms as it is being blocked by this category; Veteran's assistance to request his DD214. That was file in Tom Green County.

X [Signature] Date X [Signature] Date Employee Signature Supervisor Signature

IT Department Use Only

[X] Accepted [ ] Declined [X] R. Barrera [ ] S. Garza

Request Received Date : July 30, 2015 IT Staff Rep Signature Date : X

Request Completed date : July 30, 2015

Commissioner's Court Use Only

Status of Request : [ ] Approved ( v ) [ ] Declined ( X )

[ ] County Judge [ ] Commissioner PCT 1 [ ] Commissioner PCT 2 [ ] Commissioner PCT 3 [ ] Commissioner PCT 4

Comments:

\*= REQUIRED FIELDS



Val Verde County  
IT Department

### CFS Policy Change Request Form

#### Applicant Information

\* Category Requested: shopping/arts & entertainment/media Date: 7/29/15  
Applicant Name: FLORY Last KOBYL First A M.I.

Job Title: DIRECTOR

Department: LIBRARY Supervisor: SAF

\* List category(s) that are being requested.  
Shopping  
arts & entertainment  
media

\* Please explain how this category / website is relevant to your daily duties.  
PURCHASING  
CUSTOMER SERVICE  
LEADING REVIEWS

X [Signature] Date: July 29 2015 X  
Employee Signature Supervisor Signature Date

#### IT Department Use Only

Accepted  Declined  R. Barrera  S. Garza  
X  
Request Received Date : IT Staff Rep Signature Date :  
Request Completed date :

#### Commissioner's Court Use Only

Status of Request:  Approved (✓)  Declined (X)  
 County Judge  Commissioner PCT 1  Commissioner PCT 2  
 Commissioner PCT 3  Commissioner PCT 1

Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* = REQUIRED FIELDS



CFS Policy Change Request Form

Applicant Information

\* Category Requested: Multiple Categories Date: 7/29/15
Applicant Name: [Last: Vascon, First: Dabala, M.I.]
Job Title: Reference Librarian
Department: Val Verde County Library Supervisor: Robin Flory

\* List category(s) that are being requested.

- Shopping • Multimedia
• Society and Lifestyle
• Arts/Entertainment
• News and Media
• Religion

\* Please explain how this category / website is relevant to your daily duties.

Reference Questions, Book Reviews, up to date information,
and Database use, & OCLC training

X [Signature] 7/29/15 X [Signature]
Employee Signature Date Supervisor Signature Date

IT Department Use Only

[ ] Accepted [ ] Declined [ ] R. Barrera [ ] S. Garza

Request Received Date: IT Staff Rep Signature Date:
Request Completed date:

Commissioner's Court Use Only

Status of Request: [ ] Approved (✓) [ ] Declined (X)
[ ] County Judge [ ] Commissioner PCT 1 [ ] Commissioner PCT 2
[ ] Commissioner PCT 3 [ ] Commissioner PCT 1

Comments:

\* = REQUIRED FIELDS



Val Verde County  
IT Department

### CFS Policy Change Request Form

#### Applicant Information

\* Category Requested: Shopping/News-Media/Arts & Entertainment Date: 7/29/15  
Applicant Name: Bonalez Adrian F  
Last First M.I.

Job Title: Processing

Department: Val Verde County Library Supervisor: Robin Flory

\* List category(s) that are being requested.  
Shopping  
News & Media  
Arts & Entertainment

\* Please explain how this category / website is relevant to your daily duties.  
relevance to research pricing for replacement books  
obtain current ratings for popular book & suggested  
pricing

X Adrian F Bonalez X Robin Flory  
Employee Signature Date Supervisor Signature Date

#### IT Department Use Only

Accepted  Declined  R. Barrera  S. Garza  
X  
Request Received Date : IT Staff Rep Signature Date :  
Request Completed date :

#### Commissioner's Court Use Only

Status of Request:  Approved (V)  Declined (X)  
 County Judge  Commissioner PCT 1  Commissioner PCT 2  
 Commissioner PCT 3  Commissioner PCT 1

Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* = REQUIRED FIELDS

August 5, 2015

Proposed change to Purchasing Policy.

Reason for change is to more closely adhere to LGC 262.003.

The policy currently is as follows:

10. **SOLE SOURCE PURCHASES**

The Merchandise purchased from sole source vendors will be processed in the same manner as those outlined in the "Requisition Procedures" as previously presented. The one exception to the system will be that the Purchasing Agent will verify the sole source identification without taking bids from other vendors. Sole Source Certification/Validation letter or Statement.

The proposed change is as follows:

10. **SOLE SOURCE PURCHASING EXEMPTION**

Procurement method used when specifications or other conditions allow only a single vendor or manufacturer to bid or quote on a product or service. The process will require a requisition along with a written justification with explanation of the need, why competing products are not satisfactory and commissioner's courts must approve a signed statement from purchaser requesting sole source exemption.

Approved / Denied

Date: \_\_\_\_\_

#46

### RIO TRAILER SHOP

All Kinds of Trucks & Trailer Repairs Parts & Service  
 807 Veterans Boulevard, Rear  
 DEL RIO, TEXAS 78840  
 (830) 775-5533  
 FAX (830) 775-6161

CUSTOMER'S ORDER NO. <b>Joe (830)</b>		PHONE <b>737-8349</b>		DATE <b>6-22-15</b>	
NAME <b>Val Verde County (PCTSA-4)</b>					
ADDRESS <b>Del Rio, TX</b>					
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	MOSE. RET'D.
			<input checked="" type="checkbox"/>		<b>(R.C.A.)</b>
QUANTITY		DESCRIPTION		PRICE	AMOUNT
1	Hydraulic cylinder seal kit			@ 99.72	398.88
	# PSQ-48				
4	Labs on 4 Hydraulic cylinders				840.00
	Disassemble & inspect				
	Clean & Polish				
	Repair & assemble				
	Bench Test for leakage				
	Machine & land for Bushing				
	Install				
4 hrs	Labs to remove and				320.00
	re-install 4 Hydraulic				
	cylinders from truck				
	for TRUCK # 11724				
				credit	100.00
				TAX	Exempt
RECEIVED BY <b>X Joe R</b>				TOTAL	<b>1658.88</b>

C PROMISE All claims and returned goods must be accompanied by this bill.

20777

Thank You

RESOLUTION NO: 0-804

**AN RESOLUTION OF THE COMMISSIONERS COURT OF VAL VERDE COUNTY, TEXAS AUTHORIZING THE VAL VERDE COUNY COMMISSIONERS COURT TO SIGN AND MAINTAIN THE PREVIOUSLY APPROVED LINE OF CREDIT OF \$910,000.00 DOLLARS WITH THE DEL RIO BANK AND TRUST.**

**WHEREAS**, the Val Verde County Commissioners Court previously approved a \$910,000.00 dollar line of credit for settlement and special projects: and

**WHEREAS**, the Val Verde County Commissioners Court has verified the need to maintain said line of credit of \$910,000.00 dollars.

**NOW, THEREFORE, BE IT ORDERED BY THE COUNTY COMMISSIONERS COURT OF VAL VERDE COUNTY, TEXAS**

That the Val Verde County Commissioners Court, is hereby authorized to sign and maintain a draw down line of credit in the amount of \$910,000.00 dollars to meet settlement and special projects, with Del Rio Bank and Trust.

**PASSED and APPROVED**, this 10<sup>th</sup> day of August, 2015

*Efrain Valdez*  
**HONORABLE EFRAIN VALDEZ**  
COUNTY JUDGE

*Ramiro V. Ramon*  
**HONORABLE RAMIRO V. RAMON**  
COUNTY COMMISSIONER, PCT. 1

*Lewis Owens*  
**HONORABLE LEWIS OWENS**  
COUNTY COMMISSIONER, PCT. 2

*Robert Nettleton*  
**HONORABLE ROBERT NETTLETON**  
COUNTY COMMISSIONER, PCT. 3

*Gustavo Flores*  
**HONORABLE GUSTAVO FLORES**  
COUNTY COMMISSIONER, PCT. 4

ATTEST:  
*Generosa Ramon*  
**HONORABLE GENEROSA GRACIA-RAMON**  
COUNTY CLERK



~~#44~~  
50



**VAL VERDE COUNTY  
HUMAN RESOURCES DEPT**

**MEMORANDUM**

**To:** Ramiro Ramon, Commissioner Pct. 1  
Lewis Owens, Commissioner Pct. 2  
Beau Nettleton, Commissioner Pct. 3  
Gustavo Flores, Commissioner Pct. 4  
Efrain Valdez, County Judge

**From:** Juanita Barrera, HR Director

**Date:** August 5, 2015

**Subject:** **Eye Vision Insurance Plan – Provider Change**

In January, 2015 we received notice that our current vision plan provider, NVA, no longer has a local in network provider for eye vision exams. In May 18, 2015 we sent out a notice to employees regarding the situation we were experiencing. We have been working diligently with Mr. David Domsch in regards to getting this matter rectified. We have reached out to local eye doctors to see if they were interested in participating as part of the NVA vision plan, but we received no interest.

We have identified a carrier by the name of Eyetopia who is available and willing to become a provider to County employees. Eyetopia has 2 in networks doctors here in Del Rio. The plan cost will not change, premiums and services to employees will remain as they were with NVA.

We are looking to transition effective September 1, 2015. Once we have the agreement signed, HR will proceed to contact current employees who are enrolled to sign the new enrollment form and we will work on having a smooth transition to the new provider. Mr. David Domsch will be present to assist in this process.

If further information is needed, please do not hesitate to call my office.

**ESSER & COMPANY**  
**Contract For Project Management Services**  
**For County of Val Verde**  
**Texas Water Development Board**  
**EDAP PROJECT**

**PART I**  
**AGREEMENT**

THIS AGREEMENT, by the authority of the Texas Government Code Chapter 2254, Subchapter A, Professional Services entered into this \_\_\_\_\_ day of August 2015, by and between the County of Val Verde, hereinafter called the "County", acting herein by Efrain Valdez, County Judge of Val Verde County, hereunto duly authorized, and Esser & Company hereinafter called Consultant acting herein by Carl Esser.

**WITNESSETH THAT:**

WHEREAS, the County of Val Verde desires to implement Texas Water Development Board EDAP Program to provide for First Time Water Service to Escondido, Rancho Del Rio and Rise Estates Colonias under the general direction of the Texas Water Development Board EDAP Program; and Whereas, the County desires to engage Esser & Company to render Project Management and Consulting services in connection with its Texas Water Development Board EDAP Fund Program 10443 – Colonia Water Service.

NOW THEREFORE, the parties do mutually agree as follows:

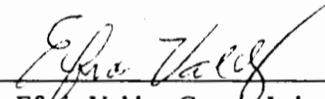
1. **Scope of Services**  
Part II, Scope of Services, is hereby incorporated by reference into this Agreement.
2. **Time of Performance** – Esser & Company proposes to enter into an agreement with the County of Val Verde, Texas a political subdivision of the State of Texas, for project management and consulting services for a period of two years or until work is completed. This agreement entered into this \_\_\_\_\_ day of August, 2015 by and between the County of Val Verde and Esser & Company shall remain in force for two years thereafter, or until all work is completed.
3. **Access to Information** - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to Esser & Company by the County and its agencies. No charge will be made to Esser & Company for such information and the County and its agencies will cooperate with Esser & Company in every way possible to facilitate the performance of the work described in the contract.
4. **Compensation and Method of Payment** - The compensation and reimbursement to be paid to Esser & Company for the services to be rendered hereunder shall be \$ 90,320.00. Payment to Esser & Company shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Contract.
5. **Indemnification** – Esser & Company shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against them, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
6. **Miscellaneous Provisions**

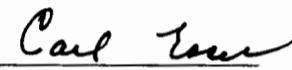
- a. Esser & Company's primary local contacts for TWDB programmatic and contractual requirements will be Ramiro V. Ramon Val Verde County Commissioner Precinct #1, and Efrain Valdez, Val Verde County Judge.
  - b. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Del Rio, Texas Val Verde County, Texas.
  - c. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
  - d. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
  - e. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
  - f. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.
7. **Terms and Conditions** - This Agreement is subject to the provisions titled, "Part IV Terms and Conditions" and attached hereto and incorporated by reference herein.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

COUNTY OF VAL VERDE

FIRM: ESSER & COMPANY

BY:   
Efrain Valdez, County Judge

BY:   
Carl Esser, Consultant

**PART II**

**PROFESSIONAL MANAGEMENT CONSULTANT SCOPE OF SERVICES**

**Esser & Company shall provide the following scope of services:**

**SPECIAL SERVICES – EDAP APPLICATION**

1. Prepare and Submit Val Verde County's EDAP Grant Application to the Texas Water Development Board for review and approval.

**PLANNING - CATEGORY A**

**1. Category A. Eligibility Assessment EDAP planning**

The eligibility assessment will determine all "economically distressed area" as defined by Texas Water Code Title 2, Subtitle C, §17.921(1) such that the areas meet the criteria of 31 TAC §363.503. The TWDB guidance policy documents to be used for parts of this assessment.

1. Demonstrate Water service inadequacy: For each EDAP area, document that water service does not exist or is provided by a community water system that does not meet drinking water standards as specified in 30 TAC Part 1 §290, Subchapter F, or other water quality standards of a governmental unit with jurisdiction over such area.
2. Demonstrate Sewer service inadequacy: For each EDAP area, document that sewer service does not exist or is provided by an organized sewage collection and treatment facility that does not comply with 30 TAC Part 1 §317 or is provided by on-site sewerage facilities that do not comply with 30 TAC Part 1 §285 or does not meet applicable wastewater standards of other governmental units with jurisdiction over such area. N/A
3. Document the financial resources of the residents in each EDAP area. Financial resources of an EDAP area are inadequate when the median household income is not greater than 75 percent of the median state household income for the most recent year for which statistics are available. As per TAC §355.73 (G) adjusted median household income is calculated as the annual median household income identified in the most recent U.S. Census from the closest applicable census tract multiplied by the current Texas Consumer Price Index. If census data for an EDAP area is inadequate, then household survey data from a statistically acceptable number of residents can be used.
4. Provide documentation that at least one occupied residential dwelling existed within the platted or subdivided area on June 1, 2005.
5. Tabulate the number of EDAP-eligible households in each project area as well as the number of EDAP ineligible customers (short-term rentals, commercial, trailer parks, multi-family or institutions) in the EDAP area that do not meet the eligibility requirements. Tabulate the EDAP eligible households and EDAP ineligible users for the proposed project area. Determine the existing population in the EDAP eligible area and the existing total population in the project area. The number of existing EDAP

households and residents in each EDAP area as well as the number of existing residents not eligible for EDAP should be clearly shown.

6. The applicant shall submit maps delineating the EDAP area(s) and the area to be served by the project. The EDAP area boundaries should follow 31 TAC 363.503(5) as close as possible. Supporting documentation for the EDAP area(s) also shall follow 31 TAC 363.503 as close as possible. Where possible, indicate city boundaries and existing water or wastewater service areas.

## **SPECIAL SERVICES**

### **PROJECT MANAGEMENT**

#### **RECORDKEEPING**

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to the County of Val Verde personnel on implementation of project and regulatory matters.
4. Furnish the County of Val Verde with necessary forms and procedures required for implementation of project.
5. Assist the County of Val Verde in meeting all special condition requirements that may be stipulated in the contract between the County of Val Verde and TWDB.
6. Prepare and submit to TWDB documentation necessary for amending the TWDB contract.
7. Prepare and submit monthly and/or quarterly reports.
8. Provide guidance and assistance to the County of Val Verde regarding acquisition of property.
  - Submit required reports concerning acquisition activities to TWDB.
  - Establish a separate acquisition file for each parcel of real property acquired.
  - Determine necessary method(s) for acquiring real property.
  - Prepare correspondence to the property owners for the County of Val Verde to acquire the property or to secure an easement if applicable; and
  - Assist the County of Val Verde in negotiation with property owner(s) if applicable.
9. Maintain Property Management register for any property purchased.
10. Serve as liaison for the County of Val Verde during any monitoring visit by staff representatives from TWDB.

#### **FINANCIAL MANAGEMENT**

1. Assist the County of Val Verde in proving its ability to manage the EDAP funds to the state's audit division.
2. Assist the County of Val Verde in establishing and maintaining an Escrow bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the County of Val Verde in submitting the required most recent audit conducted by outside auditing firm.
4. Prepare all fund drawdowns on behalf of the County of Val Verde in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.

6. Provide general advice and technical assistance to the County of Val Verde personnel on implementation of project and regulatory matters.

### **ACQUISITION**

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for the County of Val Verde -owned property and/or ROWs if applicable.
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners if applicable.
6. Assist the County of Val Verde in negotiations with property owner(s) if applicable.
7. Prepare required acquisition reports and submit to TWDB.

### **AUDIT / CLOSE-OUT PROCEDURES**

1. Prepare final Project Completion Reports
2. Assist the County of Val Verde in resolving any monitoring and audit findings.
3. Assist the County of Val Verde in resolving any third party claims.
4. Provide County of Val Verde's outside auditor with TWDB audit guidelines.

**PART III PAYMENT SCHEDULE**

The cost to provide the project management services based on the attached preliminary scope of work is based upon the following:

<b>Service</b>	<b>Description</b>	<b>Fee</b>
Prepare and submit Val Verde County's EDAP Application to TWDB		<b>\$5,000.00</b>
Planning - Category A	Eligibility Assessment	<b>\$8,500.00</b>
Project Management	Items 1-10	<b>\$28,000.00</b>
Financial Management	Items 1-6	<b>\$16,800.00</b>
Acquisition	Items 1-7	<b>\$20,000.00</b>
Audit/Close Out	Items 1-4	<b><u>\$12,020.00</u></b>
<b>TOTAL FEE</b>		<b>\$90,320.00</b>

**PART IV**  
**TERMS AND CONDITIONS**

**PROFESSIONAL MANAGEMENT/ADMINISTRATION, SERVICES**

1. Termination of Contract for Cause. If, through any cause, Esser & Company shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if Esser & Company shall violate any of the covenants, agreements, or stipulations of this Contract, the County of Val Verde shall thereupon have the right to terminate this Contract by giving written notice to Esser & Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Esser & Company under this Contract shall, at the option of the County of Val Verde, become its property and Esser & Company shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, Esser & Company shall not be relieved of liability to the County of Val Verde for damages sustained by the County of Val Verde by virtue of any breach of the Contract by Esser & Company, and the County of Val Verde may withhold any payments to Esser & Company for the purpose of set-off until such time as the exact amount of damages due the County of Val Verde from Esser & Company is determined.

2. Termination for Convenience of the County of Val Verde. The County of Val Verde may terminate this Contract at any time by giving at least ten (10) days' notice in writing to Esser & Company. If the Contract is terminated by the County of Val Verde as provided herein, Esser & Company will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of Esser & Company, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The County of Val Verde may, from time to time, request changes in the scope of the services of Esser & Company to be performed hereunder. Such changes, including any increase or decrease in the amount of Esser & Company compensation, which are mutually agreed upon by and between the County of Val Verde and Esser & Company, shall be incorporated in written amendments to this Contract.
4. Personnel.
  - a. Esser & Company represents that he/she has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County of Val Verde.

- b. All of the services required hereunder will be performed by Esser & Company or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the County of Val Verde. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. Assignability. Esser & Company shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County of Val Verde thereto; Provided, however, that claims for money by the Esser & Company from the County of Val Verde under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County of Val Verde.
6. Reports and Information. Esser & Company, at such times and in such forms as the County of Val Verde may require, shall furnish the County of Val Verde such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. Esser & Company shall insure that the County of Val Verde maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to OMB Circular A-87, 24 CFR 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. The County of Val Verde shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.
8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by Esser & Company under this contract are confidential and Esser & Company agrees that they shall not be made available to any individual or organization without the prior written approval of the County of Val Verde.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of Esser & Company.
10. Compliance with Local Laws. Esser & Company shall comply with all applicable laws, ordinances and codes of the State and local governments, and Esser & Company shall save the County of Val Verde harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, Esser & Company agrees as follows:

- a. Esser & Company will not discriminate against any employee or applicant for employment because of race, creed, sex, color, disability or national origin. Esser & Company will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Esser & Company agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County of Val Verde setting forth the provisions of this non-discrimination clause.
  - b. Esser & Company will, in all solicitation or advertisements for employees placed by or on behalf of Esser & Company, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, disability or national original.
  - c. Esser & Company will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  - d. Esser and Company will include provisions (a). through (c). in every subcontract or purchase order, unless exempted.
12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
13. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.
- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Office of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.
  - b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 135, and all applicable rules and orders of TDA issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
  - c. Esser & Company will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of

Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. Esser & Company will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

15. Section 503 (if \$10,000 or Over) Affirmative Action for Employment of Qualified Individuals with Disabilities (29 USC 793)

- a. Esser & Company will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. Esser & Company agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination in practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Esser & Company agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of Esser & Company's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. Esser & Company will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

16. Interest of Members of a County. No member of the governing body of the County of Val Verde and no other officer, employee, or agent of the County of Val Verde, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract. Esser & Company shall take appropriate steps to assure compliance.

17. Interest of Other Local Public Officials. No member of the governing body of the County of Val Verde and no other public official of the County of Val Verde, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and Esser & Company shall take appropriate steps to assure compliance.

18. Interest of Firm and Employees. Esser & Company covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Esser & Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

**APPENDIX "A"**  
**ESSER & COMPANY**

Appendix A will only apply to supplemental administration services that extend beyond the original scope of services outlined in this agreement.

**A. RECORDS**

Accurate and daily records of all labor, equipment and materials furnished by Esser & Company on a project will be kept. Daily records will be summarized on a weekly and/or monthly basis and submitted for review upon customer's written request.

**B. WAGE RATES**

\$85.00/ Hour

**C. REIMBURSABLE EXPENSES**

- Customer Requested Expenses – outside services such as, but not limited to outside reprographic services, materials, and equipment will be invoiced at **cost plus 10%**.
- Mileage Travel pay from portal to portal or between locations will be charged at \$0.56.5 per mile.
- Per Diem Expenses – Hotels and Meals will be charged per U S government specifications see [www.perdiemrates.html](http://www.perdiemrates.html).
- Travel Expense – Airfare, car rental, taxi, parking and tolls will be invoiced at Cost +10%.

**D. SUBCONTRACTS**

An administrative fee of 10% will be added to the invoice cost of subcontracts administered by Esser & Company.

**E. TERMS**

Customers will make payments to Contractor within 30 days after receipt of invoice and are subject to Esser & Company's standard general terms and conditions.

The above rates are subject to periodic adjustments based on market conditions

**Val Verde County**  
**10443 - Colonia Water Service**

<b>Budget Items</b>	<b>TWDB Funds</b>	<b>Total Cost</b>
<b>Basic Engineering Services</b>		
Design	\$241,960	\$241,960
Planning	\$96,540	\$96,540
<b>Basic Engineering Services Total</b>	<b>\$338,500</b>	<b>\$338,500</b>
<b>Special Services</b>		
Application	\$5,000	\$5,000
Environmental	\$50,000	\$50,000
Geotechnical	\$10,000	\$10,000
Permits	\$21,960	\$21,960
Project Management (by engineer)	\$76,820	\$76,820
Surveying	\$192,400	\$192,400
Water Distribution Modeling	\$8,100	\$8,100
<b>Special Services Total</b>	<b>\$364,280</b>	<b>\$364,280</b>
<b>Contingency</b>		
Contingency	\$189,220	\$189,220
<b>Contingency Total</b>	<b>\$189,220</b>	<b>\$189,220</b>
<b>Other</b>		
Land/Easements Acquisition	\$40,000	\$40,000
Project Legal Expenses	\$10,000	\$10,000
<b>Other Total</b>	<b>\$50,000</b>	<b>\$50,000</b>
<b>Grand Total</b>	<b>\$942,000</b>	<b>\$942,000</b>